

**Vestavia Hills
City Council Agenda
September 23, 2019
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve Dedmon; Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Proclamation – Blood Cancer Awareness Month – September 2019
7. Proclamation – International Trigeminal Neuralgia Awareness Day – October 7, 2019
8. Proclamation – Fire Safety Week – October 6-12, 2019 & Fire Prevention Month – October 2019
9. City Manager’s Report
10. Councilors’ Reports
11. Financial Reports – Melvin Turner III, Finance Director
12. Approval Of Minutes – August 19, 2019 (Work Session), September 4, 2019 (Work Session) and September 9, 2019 (Regular Meeting)

Old Business

13. Ordinance Number 2869 – Annexation – 90 Day Final – Acreage Adjacent To Former Gresham School (Vestavia Hills Elementary Dolly Ridge); Vestavia Hills Board Of Education, Owner(s) (*public hearing*)

New Business

14. Resolution Number 5188 – Alcohol License – SAZA, Inc., d/b/a Cahaba Heights Texaco For The Off-Premise Sale Of 050–Retail Beer and 070-Retail Table Wine; Sonia Noorallah Charania, Executive (*public hearing*)
15. Resolution Number 5189 – A Resolution Approving Financing Terms For City Vehicles And/Or Equipment Through BB&T Bank
16. Ordinance Number 2876 - An Ordinance Authorizing The Mayor And City Manager To Take All Actions Necessary To Secure Leasing And Maintenance Of Select Vehicles For The City
17. Ordinance Number 2877 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Sidewalks Along CR-42 (Massey

Road) From SR-3 (US-31 Montgomery Highway) To CR-99 (Columbiana Road) In The City; Project CMAQ-7030(600)

18. Ordinance Number 2878 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Sidewalks Along CR-42 (Massey Road) From SR-3 (US-31 Montgomery Highway) To CR-99 (Columbiana Road) In The City; Project CMAQ-7030(600); CPMS Ref#100057173 And 100057174
19. Ordinance Number 2879 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Proposed Project Number DE-HPP-TAPBH-A124() Pedestrian Walkway Over US-31 In Vestavia Hills Near Wald Park, Jefferson County

New Business (Requesting Unanimous Consent)

First Reading (No Action To Be Taken At This Meeting)

20. Ordinance Number 2872 – An Ordinance For Conditional Use Approval For New Cingular Wireless PCS, LLC For Erection Of A 125’ Stealth Cellular Tower To Replace A Light Pole At The Soccer Fields Of The Sicard Hollow Athletic Complex; Property is Zoned Institutional And Is Owned By The City Of Vestavia Hills (*public hearing*)
21. Ordinance Number 2873 – Rezoning – 2647 Gresham Drive; Acreage Adjacent To The Former Gresham School, Now Vestavia Hills Dolly Ridge Elementary; Rezone From Jefferson County E-1 (Estate Residential) To Vestavia Hills Institutional (Institutional); City Of Vestavia Hills Board Of Education, Owner (*public hearing*)
22. Ordinance Number 2874 – Rezoning Amendment – Lot 1A, Resurvey Of Lots 1 & 3; Amending Ordinance Number 2110 Conditions To Allow Construction Of A Two-Story Commercial Building And Exclude Requirement For Shared Parking With Lot 3A; Clint Gentry, Owner (*public hearing*)
23. Ordinance Number 2875 – Rezoning – 2961 Green Valley Road; Rezone From Vestavia Hills R-5 (Multi-Family) To Vestavia Hills R-9 (Planned Residential District); Magnum Properties, Owner(s) (*public hearing*)
24. Citizen Comments
25. Motion For Adjournment

WHEREAS, an estimated 1,399,180 people in the United States are either living with, or are in remission from, leukemia, lymphoma or myeloma; and

WHEREAS, an estimated 176,200 people in the United States are expected to be diagnosed with a blood cancer in 2019; and

WHEREAS, Leukemia, lymphoma and myeloma are expected to cause the deaths of an estimated 56,770 people in the United States in 2019; and

WHEREAS the Leukemia & Lymphoma Society (LLS) exists to find cures and ensure access to treatments for blood cancer patients; and

WHEREAS LLS maintains an office in Birmingham to help improve the quality of life for blood cancer patients and their families in the City of Vestavia Hills; and

WHEREAS, the City of Vestavia Hills is similarly committed to the eradication of these diseases and supports the treatment of blood cancer patients and their families; and

WHEREAS, the City of Vestavia Hills encourages private efforts to enhance research funding and education programs that are saving lives.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 2019 as

BLOOD CANCER AWARENESS MONTH

throughout our community to educate about the need for finding cures and creating access to treatments for all types of blood cancers, and I urge all citizens of Vestavia Hills to get involved with LLS by volunteering or donating to fund lifesaving research.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 19th day of September 2019.

Ashley C. Curry
Mayor

WHEREAS, Trigeminal neuralgia (TN) is a painful disorder of the portion of the fifth cranial nerve that supplies sensation to the face; and

WHEREAS, TN is characterized by recurrent electric shock-like pains in one or more branches of the trigeminal nerve; and

WHEREAS, the severe facial pain can last from a few seconds to 15 minutes or longer and some individuals have up to 100 bursts of stabbing pain in a day which results in a deterioration of their quality of life; and

WHEREAS TN is usually a long-term condition with approximately 14,000 people in the United States developing TN each year; and

WHEREAS creating awareness of TN will grant access to resources and create opportunities for funding, research and treatment; and

WHEREAS, the City of Vestavia Hills will participate in the “Light Up Teal” promotion by illuminating the southern gateway of Vestavia Hills on October 7th in support of creating awareness about TN.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim October 7, 2019 as

TRIGEMINAL NEURALGIA AWARENESS DAY

throughout our community and I urge all citizens of Vestavia Hills to learn more about TN and its diagnosis and treatment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 19th day of September 2019.

Ashley C. Curry
Mayor

WHEREAS, the City of Vestavia Hills, Alabama is committed to ensuring the safety and security of all those living in and visiting Vestavia Hills; and

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our residents; and

WHEREAS, the first responders of Vestavia Hills are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS the majority of US fire deaths occur at home each year and residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS residents who are responsive to public education measures and are able to take action increase their safety from fire, especially in their homes; and

WHEREAS, the 2019 Fire Prevention Week theme, “*Not Every Hero Wears a Cape. Plan and Practice Your Escape!*” serves to remind the public to take personal steps to increase our safety from fire.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim October 6-12, 2019 as Fire Prevention Week and October 2019 as

FIRE PREVENTION MONTH

throughout our community and I urge all citizens of Vestavia Hills to participate in fire safety activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 19th day of September 2019.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

AUGUST 19, 2019

The City Council of Vestavia Hills met in a regular scheduled work session on this day in the Executive Conference Room at 6:00 PM, following posting/publication as required by Alabama law. The City Clerk checked the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney*
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Jason Hardin, Police Captain
**arrived at 6:19 PM*

The Mayor called the work session to order.

UPDATE ON CHAMBER OF COMMERCE STRATEGIC PLAN

Mr. Pierce stated that the Chamber is beginning a strategic plan utilizing a consultant. He stated that the goal will be to determine where they wish to be in five years and how to navigate to that point. Meetings will be held here at City Hall on October 23, 2019 from 10 to 3 PM and November 6, 4:30 to 6 PM.

UPDATE ON SMALL CELL TECHNOLOGY

Mr. Downes gave a brief background on the small cell technology coming to the City and the Ordinances that were enacted to regulate it. He compared the differences between macro-sites and micro-sites. He explained that new poles that would be required

with any micro site would require notification and it was decided to do this notification in the way of door hangers to residences within the adjacent area.

Discussion ensued relative to the proposed legislation that was attempted in the last legislative session and continued negotiations with AT&T. Mr. Downs explained an upcoming rate adjustment that'll be presented to the Council soon and the effects the Ordinance would have on projected revenues.

PROPOSED FY2020 BUDGETS

Mr. Downes showed a summary sheet for the FY2020 budgets and announced that there'd be a half day work session with the Council. Following discussion, the Council designated September 4 for a special work session beginning at 2 PM in order to discuss the budget at length and meet with department heads.

EXECUTIVE SESSION

The Mayor announced that the Council needed to go into Executive Session to discuss matters of commerce for an estimated 30 minutes with no business to be discussed following the Executive Session. He opened the floor for a motion.

MOTION Motion to move into Executive Session to discuss matters of commerce for an estimated 30 minutes was made by the Mayor and second was by Mr. Weaver. Roll call vote as follows:

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

The audience left the Executive Conference Room and the Council entered into Executive Session at 6:32 PM. At 7:10 PM, the Council exited Executive Session and the Mayor called the work session back to order.

There being no further business, the work session adjourned at 7:11 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

SEPTEMBER 4, 2019

The City Council of Vestavia Hills met in a regular scheduled work session on this day in the Executive Conference Room at 2:00 PM, following posting/publication as required by Alabama law. The City Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Kimberly Cook, Councilor
Paul J. Head, Councilor

MEMBERS ABSENT:

Rusty Weaver, Mayor Pro-Tem
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Shawn Jackson, Dep. Fire Chief
Scott Key, Dep. Fire Chief/Fire Marshal
Daniel Tackett, Library
Umang Patel, Court Director
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Keith Blanton, Building Official
Darrin Estes, IT Director

The Mayor called the work session to order.

Mr. Downes indicated that Mr. Pierce is out of the state on vacation and Mr. Weaver is sick. He stated that Mr. Weaver has previously discussed the propose budget and feels he understands what's being proposed.

Mr. Downes gave an overview of the proposed budgets. He indicated that the cost of healthcare was proposed at 2% but was actually increased by over 4%. He stated that he found ways in the budget to absorb this cost so it would not be passed on to employees.

He explained that by delaying the hiring of some new personnel in Public services they were able to cover this expense. He then showed the effects of a COLA and explained his reasoning for requesting a 1% COLA beginning October 1. He stated this along with the increased absorption of the insurance costs falls in line with inflation rates.

Presentations from the various department heads outlined current and projected future expectations and needs. Each presentation was discussed at length by the City Council.

In closing, Mr. Downes indicated that he has a listing of capital items to be purchased from the FY2019 surplus that'll be presented at the next meeting to offload this FY2020 budget. Also, that the City needs to continue looking at ways of financing future capital needs.

Mr. Downes stated that the figures will be amended to cover the health care costs and reflect certain projected incomes. He also indicated that the Council needed to give financial commitment to a pumper/ladder truck that will not be expensed until FY2021 because the truck has to be ordered approximately a year before it is expensed in the budget.

There being no further business, the work session adjourned at 4:15 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 9, 2019

The City Council of Vestavia Hills met in regular 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 Deputized 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:

Patrick H. Boone, City Attorney
Conrad Garrison, City Planner/Dep. Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Jason Hardin, Police Captain
Shawn Jackson, Deputy Fire Chief
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist

Sam Williamson; Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook stated that she attended the ribbon cutting at the opening of the new 4th and 5th grade centers of the new Vestavia Hills Dolly Ridge Elementary School.
- Mrs. Cook announced that on Wednesday, September 11, 2019 beginning at noon here at City Hall, the PTO will present a parent awareness meeting on teen culture. Speaker is Rachel Lawley from Bradford Heath Services.
- Mrs. Cook announced that the City's shredding and recycling day will be held on September 14, 2019 from 9 to 1 PM here at City Hall.
- Mrs. Cook reminded everyone that the annual tri-city Patriot Day celebration will be held at Homewood City Hall on September 11, 2019 beginning at 7:30 AM.
- Mrs. Cook stated that she will participate in a tour the Birmingham Recycling and Recovery Center and have the opportunity to observe how recyclables are processed.

- Mr. Pierce welcomed Scott Perry and Taylor Burton who were attending the meeting representing the Chamber of Commerce Board.
- Mr. Weaver welcomed some visiting high school students.
- Mr. Head announced the regularly scheduled Park and Recreation Board meeting to be held on September 17, 2019 beginning at 7:30 AM in the Executive Conference Room here at City Hall.

PROCLAMATION

The Mayor presented a proclamation designating September 9, 2019 as “Polycystic Ovary Syndrome Awareness Month.” Mr. Downes read the Proclamation and the Mayor presented it to Sharmene Smith.

Ms. Smith thanked the Mayor and Council for the recognition and support.

PROCLAMATION

The Mayor presented a proclamation designating September 17-23, 2019 as “Constitution Week.” Mr. Downes read the Proclamation and the Mayor presented it to representatives from various Chapters of the the Daughters of the America Revolution: Cindi Akins and Halcyann Badham, Cahawba Chapter; Ellen Tucker, General Sumter Chapter; and Suzy Koski, Lily of the Cahaba Chapter.

PROCLAMATION

The Mayor presented a proclamation designating September 2019 as “Gynecologic Cancer Awareness Month.” Mr. Downes read the Proclamation and the Mayor presented it to Sheila McKenna along with Bella and Will Bourland, who were accepting on behalf of their mother, Ginny Bourland who passed away from ovarian cancer.

CITY MANAGER’S REPORT

- Mr. Downes stated that there is progress being made in the Massey Road project in that ALDOT has finally sent a funding agreement to allow the city to begin to acquire ROW and also relocate utilities in advance of the upcoming ALDOT project.
- Mr. Downes stated that ALDOT has given preliminary approval to the design of the pedestrian bridge, however, they also want formal Council approval. So this approval should be coming to the Council soon. Following that approval, hopefully the construction designs will then be approved by ALDOT.
- Mr. Downes stated that the City operates street resurfacing under a 3-year bid process. New bids are out right now and will open next week. A new contract will carry the City into the next 3 years.

- EDG has presented plans for sidewalks on East Street and if they meet engineering review, they'll be moving into a bid process soon. He stated that they are also looking at a way to expedite the components of Dolly Ridge/Rocky Ridge sidewalks. Mrs. Cook reminded everyone that the residents of that area had suggestions to help alleviate the problems caused by the Mountain Brook soccer fields down the road and these sidewalks were one of the suggestions.

COUNCILOR REPORTS

- Mr. Pierce state that he will be attending the Chamber of Commerce luncheon meeting tomorrow, September 10 at the Vestavia Country Club.
- The Mayor stated that Freedom from Addiction Coalition Awareness Breakfast with a topic of "Vaping" to be held at Canterbury United Methodist Church on September 20, 2019 beginning at 7:30 AM.
- The Mayor announced that he will be guest speaker at Harvest of Hope Lunch which will be held at The Club tomorrow. He stated that this is a fundraiser for Oak Mountain Missions.
- Mr. Weaver announced that the regular Planning and Zoning Commission meeting willb held Thursday at 6 PM in the Council Chambers.

APPROVAL OF MINUTES

The minutes of the following meeting were presented for approval: August 26, 2019 (Regular Meeting).

MOTION Motion to dispense with the reading of the minutes of the August 26, 2019 (Regular Meeting); and approve them as presented was by Mrs. Cook and second by Mr. Weaver. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 2865

Ordinance Number 2865 – Rezoning – 601 Vestavia Parkway; Lot 3, Koger Executive Center; Rezone From Jefferson County C-P To Vestavia Hills O-2 With A Maximum Height Of 3-Stories; Compatible Zoning For A Past Annexation; Barbour Building, LLC, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2865 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Weaver stated that this request was heard by the Commission on August 8. It was rezoned in County but was never compatibly zoned in the City. Staff recommended rezoning to City classification of O-2 with maximum height of 3 stories.

Charles Grieir, representing Barber Building, LLC, owner of the property, was present in regard to this request. He stated that there are plans to renovate the building.

The Mayor opened the floor for a public hearing.

Mikhail Neklyudov, 2409 Taralane Circle, stated that they have concerns about the rezoning of this property since the zoning code allows up to 10-stories.

The Mayor stated that the building is existing and there are no plans to change it.

Mr. Neklyudov stated that the building can be rebuilt up to 10-stories.

Mr. Weaver stated that the ordinance presented limits the height to three stories. He explained that condition will be attached to any approval.

Discussion ensued relative to the zoning ordinance and the procedure to build larger than 3 stories.

Ms. Leavings explained that the property is now zoned Jefferson County CP, meaning they now have the ability to build a larger building. The request is for a compatible City zoning classification. The adoption of this ordinance will limited the building to 3-stories.

Dave Melton, 3031 Taralane Drive, stated that they were referencing Ordinance 2331, the Zoning Code to allow 10-stories, but this particular Ordinance limits the stories to 3.

The Mayor stated that is correct.

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

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

ORDINANCE NUMBER 2867

Ordinance Number 2867 – An Ordinance Approving The Final 10% Of The FY2019 Budgets For The City Of Vestavia Hills, Alabama And Authorizing The City

Manager To Purchase Certain Capital Purchase From The FY2019 General Fund (public hearing)

MOTION Motion to approve Ordinance Number 2867 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes stated that the State of Alabama requires that the council adopt the final 10% of the fiscal year budget at the end of the year. This Ordinance approves the final 10% and also allows certain expenditures to offset the FY2020 budget.

Mrs. Cook stated that the Council met with the City Manager and Department Heads in work session on September 4, 2019 in order to discuss at length their needs and the proposed budget.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2868

Ordinance Number 2868 - An Ordinance Approving FY2020 Budgets For The City Of Vestavia Hills, Alabama (public hearing)

MOTION Motion to approve Ordinance Number 2868 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that following the budget work session, the final draft of the budget has been presented to the Council and thoroughly reviewed. He highlighted the changes from the original draft.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5180

Resolution Number 5180 - A Resolution Approving A One Percent (1%) Cost of Living Adjustment (COLA) For Employees Beginning October 1, 2019 (public hearing)

MOTION Motion to approve Resolution Number 5180 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that while the inflation rate was reviewed as the budget was prepared. He stated that they had to review the rising cost of healthcare and that the change in the insurance coverage was more than 4% which the City covered. When you add that into this 1% COLA, Mr. Downes stated that he believes that helped to keep up with the market.

Mr. Pierce reminded that most employees are also allowed merit increases.

Mr. Downes stated that about half of the employees are topped out and are senior employees.

Mr. Weaver stated that he did have concerns about the COLA. He stated that over the years, you can see that the City is competitive with surrounding municipalities. He stated that the employees are appreciated and he feels that the City is competitive.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5181

Resolution Number 5181 - A Resolution Vacating A Drainage Easement On Lot 23, Southbend Subdivision; Taylor Burton Co., Inc., Owner (public hearing)

MOTION Motion to approve Resolution Number 5181 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor stated that the public hearing will be this Resolution along with Resolution Number 5182.

Taylor Burton, explained the need to redesign the drainage easement from a higher lot. He stated that with the size of the homes being built, the relocation of the easement was necessary. The lots were redesigned and approved by the City Engineer.

Mr. Brady concurred on both easements.

The Mayor opened the floor for a public hearing on both Resolution Numbers 5181 and 5182. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5182

Resolution Number 5182 - A Resolution Vacating A Drainage Easement On Lot 31, Southbend Subdivision; Taylor Burton Co., Inc., Owner (public hearing)

MOTION Motion to approve Resolution Number 5182 was by Mr. Weaver seconded by Mr. Pierce.

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

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

NEW BUSINESS

RESOLUTION NUMBER 5186

Resolution Number 5186 - Authorizing The City Manager To Execute And Deliver An Easement Agreement With Jefferson County Environmental Department For Improvements At Wald Park

MOTION Motion to approve Resolution Number 5186 was by Mr. Pierce seconded by Mrs. Cook.

Mr. Downes stated that this is a sanitary sewer easement for the improvements at Wald Park granted to Jefferson County Environmental.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5187

Resolution Number 5187 – Alcohol License – Baumhowers Vestavia LLC D/B/A Baumhowers Victory Grille For The On-Premise Sale Of 020-Restaurant Retail Liquor; Robert G. Baumhower, Executive (public hearing)

MOTION Motion to approve Resolution Number 5187 was by Mr. Weaver seconded by Mr. Pierce.

Craig Parker, Area Director for Baumhowers in North Alabama, was present in regard to this request.

Mayor asked about the projected opening date.

Mr. Parker stated they estimate opening in 3 to 4 weeks.

Mr. Pierce asked about training of employees.

Mr. Parker stated they are a part of the responsible vendor program with ABC which is monitored by their HR department. The certifications are monitored on a continuing basis.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2870

Ordinance Number 2870 - Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With NCIC Inmate Communications For An Inmate Telephone System

MOTION Motion to approve Ordinance Number 2870 was by Mr. Weaver seconded by Mr. Pierce.

Captain Evans explained that this communication system allows inmate communication through a regulated system. He stated the system now is a standard phone which stay torn up because of rough treatment. This also allows video communication for off-site attorneys and would allow the court magistrates to do bond hearings without having to personally go to the jail. This system will also regulate charges for long-distance and allow monitoring of the phone system. This system has no cost to the city and allows a safer environment for everyone, prisoners, employees and the public. He stated that the Council was given an amended agreement just prior to the meeting due to revisions suggested by the City Attorney which would require a motion to substitute this agreement for the original in the packet.

MOTION Motion to amend Ordinance Number 2870 in order to amend the included agreement as revised by Mr. Boone was by Mr. Weaver and second was by Mrs. Cook. Roll call vote as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor stated that the following Ordinance Number 2871 requires unanimous consent for immediate consideration and action. He opened the floor for a motion.

MOTION Motion for unanimous consent for the immediate consideration and action of Ordinance Number 2871 was by Mrs. Cook and second was by Mr. Weaver. Roll call vote as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

ORDINANCE NUMBER 2871

Ordinance Number 2871 – An Ordinance For Financial Commitment Of The City Council For The Purchase Of A Fire Department Ladder/Pumper Truck To Be Expensed In The FY2021 City Of Vestavia Hills Budget (*public hearing*)

Mr. Downes explained that timing requires forward financial commitment because it must be ordered months before it is expensed. Since the expense of this truck will not be shown until FY2021, the Council’s commitment is required now.

MOTION Motion to approve Ordinance Number 2871 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked the cost of a ladder/pumper truck.

Mr. Downes stated that one would cost \$1,150,000 if ordered today.

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

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

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

The Mayor Pro-Tem announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on September 9, 2019, at 6:00 PM.

1. Ordinance Number 2869 – Annexation – 90 Day Final – Acreage Adjacent To Former Gresham School (Vestavia Hills Elementary Dolly Ridge); Vestavia Hills Board Of Education, Owner(S) (*public hearing*)

CITIZEN COMMENTS

Donald Harwell, 1357 Willoughby Road, asked if the City will make any money off of the new proposed inmate phone system.

The Mayor stated that the cost benefit would be savings to the City along with the safety of prisoners and employees.

Mr. Harwell stated that a normal recycling day leaves a lot of trash that's left on the street because the employees are not monitoring the spillage.

Mrs. Cook stated that recyclables cannot be bagged because the center will not be accepted and the City is charged with contaminated materials.

At 6:58 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:59 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2869

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 10th day of June, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

Acreage Adjacent to the former Gresham School
City of Vestavia Hills Board of Education, Owner(s)

A parcel of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at a 2" capped rebar found and locally accepted to be the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 28, said point also being a point on the East right of way margin of Gresham Drive (50' right of way); thence run in a Northerly direction along the West line of said 1/4-1/4 section and along said East right of way for a distance of 365.04 feet to a 1/2" rebar found; thence turn right 92 degrees 05 minutes 00 seconds, leaving the West line of said 1/4-1/4 section and said right of way, and run in an Easterly direction for a distance of 238.70 feet to an iron pin set; thence turn right 87 degrees 55 minutes 09 seconds and run in a southerly direction for a distance of 365.46 feet to an iron pin set on the South line of said 1/4-1/4 section; thence run in a Westerly direction along said South line for a distance of 238.70 feet to the POINT OF BEGINNING. Containing 2.00 acres, more or less.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 23rd day of September, 2019.

Rusty Weaver
Mayor Pro-Tem

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 # 2869 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 23rd day of September, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: May 31, 2019

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

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

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

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

Petitioner respectfully requests that the property situated at 2645 Gresham Drive described in Exhibit A be annexed pursuant to Title 11-42-21, *Code of Alabama, 1975*.

On March 18, 2019, Petitioner, Florence E. Thompson, as “Seller,” and The Board of Education of the City of Vestavia Hills, Alabama, as “Purchaser,” entered into an Agreement for Purchase and Sale of Real Estate (“Agreement”) wherein the Board agreed to purchase the unimproved land described in Exhibit A to be used for public school purposes.

Alabama law, at Title 16-11-9, *Code of Alabama, 1975*, provides that the campuses of public schools owned and operated by a city school board must be located within the corporate boundaries of the municipality. The Agreement provides, among other things, as follows:

Therefore, this Agreement is subject to and contingent upon the following:

A. The annexation of the Property to the corporate city boundaries of the City of Vestavia Hills, Alabama by properly enacted ordinance or resolution by the City Council of the City of Vestavia Hills, Alabama pursuant to and in accordance with the requirements of Alabama law; and

B. The rezoning of the Property by the City Council of the City of Vestavia Hills, Alabama to an Institutional (“Inst”) zoning classification so as to permit the operation of a city school on the Property.

Purchaser shall have up to sixty (60) days following the Inspection Period to obtain the annexation of the Property to the City of Vestavia Hills, Alabama and the rezoning as described above. The annexation petition and zoning ordinance or resolution by the City Council of the City of Vestavia Hills, Alabama must include an express condition that such annexation and rezoning shall not be effective until the date that title is conveyed to the Purchaser.

If the foregoing conditions are not met as provided hereinabove, this Agreement shall be terminated and cancelled, and all Earnest Money and accrued interest shall be refunded to the Purchaser.

Seller and Purchaser expressly and mutually agree to join together and use their best efforts in taking any and all action necessary to complete the annexation and rezoning as aforesaid.

This Petition for Annexation is made subject to and contingent upon the following:

1. The terms, provisions and conditions of the Agreement as set forth above; and
2. If the property described in Exhibit A is annexed and the sale of the property fails to close, then in such event the said property will be deannexed from the corporate boundaries of the City of Vestavia Hills, Alabama.

Florence E. Thompson hereby authorizes her son, John Stanley Thompson, to represent her and act for and on her behalf regarding any and all matters relative to the annexation and rezoning of the property described in Exhibit A, including specifically but not limited to, the execution and delivery of legal documents and other papers and to represent her in any and all hearings at the City of Vestavia Hills, Alabama.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

_____ Lot _____ Block _____ Survey _____

_____ Lot _____ Block _____ Survey _____

_____ Lot _____ Block _____ Survey _____

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

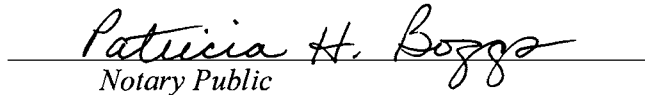
STATE OF ALABAMA

JEFFERSON COUNTY

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


Signature of Certifier

Subscribed and sworn before me this the 31 day of May, 2019.


Notary Public

My commission expires: 7/6/20

EXHIBIT "A"

LOT: See metes and bounds legal description below

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE

PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: E-1 or E-2 (single-family residential)

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Legal Description:

A parcel of land lying in the NE ¼ of the SW ¼ of Section 28, Township 18 south, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at a 2' capped rebar found and locally accepted to be the SW corner of the NE ¼ of the SW ¼ of said Section 28, said point also being a point on the East right-of-way margin of Gresham Drive (50' right-of-way); thence run in a northerly direction along the East line of said 1/4-1/4 section and along said East right-of-way for a distance of 365.04 feet to a 1/2" rebar found; thence turn right 92 degrees 05 minutes, 00 seconds, leaving the West line of said 1/4-1/4 section and said right-of-way and run in an Easterly direction for a distance of 238.70 feet to an iron pin set; thence turn right 87 degrees 55 minutes 09 seconds and run in a southerly direction for a distance of 365.46 feet to an iron pin set on the South line of said 1/4-1/4 section; thence turn run in a Westerly direction along said South line for a distance of 238.70 feet to the POINT OF BEGINNING. Containing 2.00 acres, more or less.

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

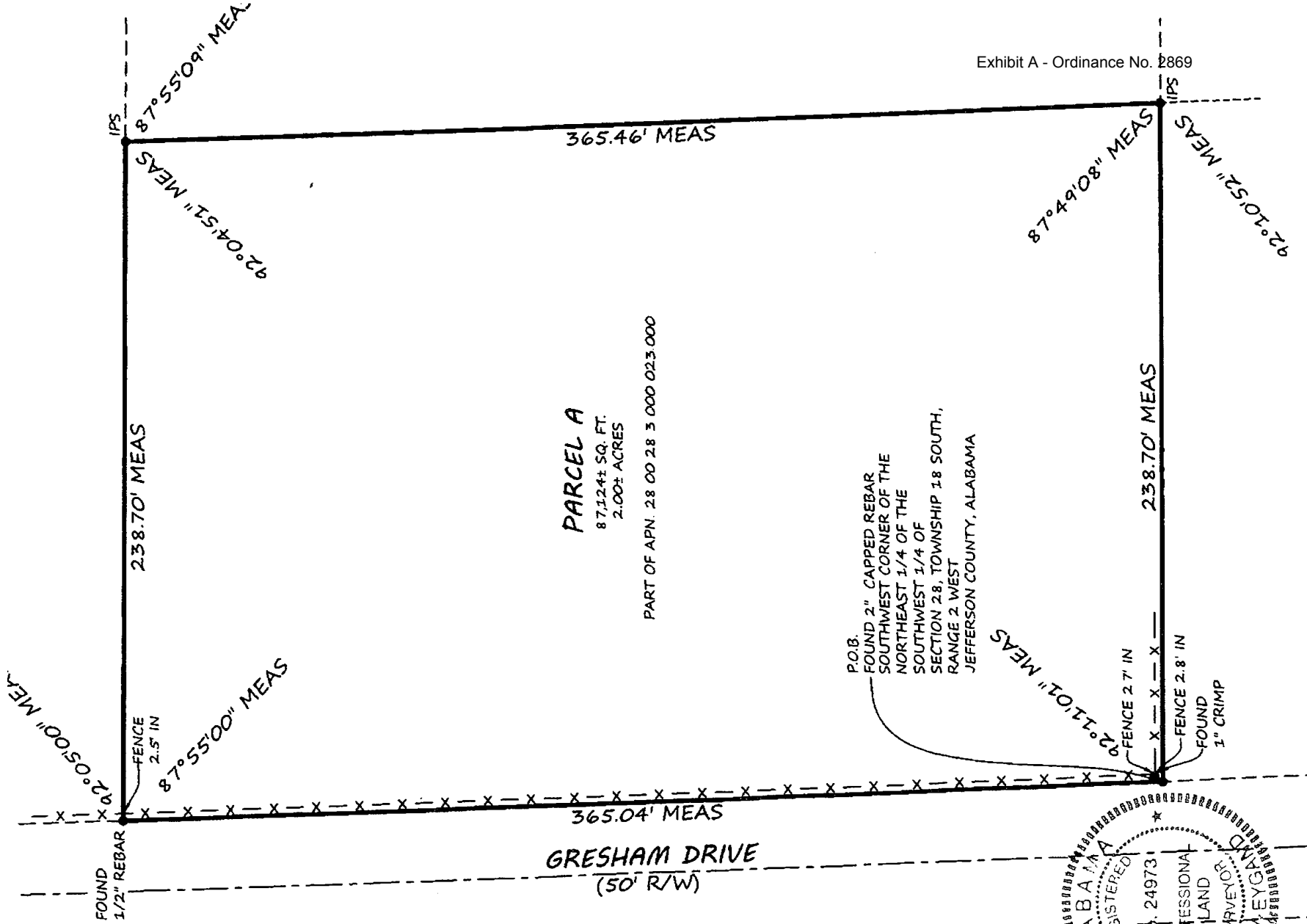
Name(s) of Homeowner(s): _____
Address: _____
City: _____ State: _____ Zip: _____

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	N/A				
2.					
3.					
4.					
5.					
6.					

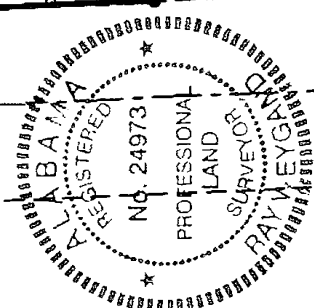
Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____



PARCEL A
 87,124± SQ. FT.
 2.00± ACRES

PART OF APN. 28 00 28 3 000 023 000

P.O.B.
 FOUND 2" CAPPED REBAR
 SOUTHWEST CORNER OF THE
 NORTHEAST 1/4 OF THE
 SOUTHWEST 1/4 OF
 SECTION 28, TOWNSHIP 18 SOUTH,
 RANGE 2 WEST
 JEFFERSON COUNTY, ALABAMA



SCALE: 1"=50'

- LEGEND**
- ASP ASPHALT
 - BLDG BUILDING
 - CALC CALCULATED
 - MEAS MEASURED
 - CH CHORD
 - LNG LONG CHORD
 - d DEFLECTION
 - Δ DELTA
 - ESMT EASEMENT
 - HW HEADWALL
 - MIN MINIMUM
 - MH MANHOLE
 - OH OVERHANG
 - POR PORCH
 - R RADIUS
 - R.O.W. RIGHT OF WAY
 - IN IN
 - SANITARY
 - STORM
 - UTIL UTILITY
 - AC ACRES
 - S.F. SQUARE FEET
 - ⊕ CENTERLINE
 - A/C AIR CONDITIONER
 - POLE
 - ANCHOR
 - X- FENCE
 - POWER LINE
 - PVMT PAVEMENT
 - W/ WITH
 - TAN TANGENT
 - RES RESIDENCE
 - GLGT LIGHT
 - COV COVERED
 - DECK
 - CONCRETE
 - WALL

LEGAL DESCRIPTION:

RESOLUTION NUMBER 5188

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR SAZA INC., D/B/A CAHABA HEIGHTS
TEXACO; SONIA NOORALLAH CHARANIA,
EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for SAZA Inc., d/b/a Cahaba Heights Texaco, located at 3101 Cahaba Heights Road, Vestavia Hills, Alabama, for the off-premise sale of 050-Retail Beer and 070-Retail Table Wine; Sonia Noorallah Charania, executive.

APPROVED and ADOPTED this the 23rd day of September, 2019.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: September 17, 2019

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 050-Retail Beer and 070-Retail Table Wine

Please find attached information submitted by Sonia Noorallah Charania who request an alcohol license to sell 050-Retail Beer and 070-Retail Table Wine at the SAZA Inc., d/b/a Cahaba Heights Texaco, 3101 Cahaba Heights Road , Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 23rd day of September, 2019 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed: 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190910101721709

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: R J MOORE JR LLC 205-853-1533
What is lessors primary business? OIL COMPANY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20190910101721709



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
UAT INC
Address: 3101 CAHABA HEIGHTS RD
VESTAVIA HILLS, AL 35243
Telephone: 205-401-6403

NEW APPLICANT:
SAZA INC
Address: 1521 TEA ROSE CIRCLE
HOOVER, AL 35244
Telephone: 205-262-2005

Current License No: 010602937
010602937

LICENSED PREMISES ADDRESS: 3101 CAHABA HEIGHTS RD VESTAVIA HILLS, AL 35244

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 10th day of September, 2019.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: ABID GHANI
Title: OWNER

Print Name: SONIA - N. CHARANIA
Title: PRESIDENT

WITNESS: (By ABC Enforcement)
Revised 9/08



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190910101721709

Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): SONIA N. CHARAON

Signature of Applicant:

Notary Name (print): Valencia Johnson

Notary Signature:

Commission expires: 4/22/22

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NUMBER 5189

A RESOLUTION APPROVING FINANCING TERMS FOR CITY VEHICLES AND/OR EQUIPMENT THROUGH BB&T BANK

WHEREAS, The City of Vestavia Hills (“Governmental Entity”) has previously determined to undertake a project for the purchase of various vehicles & equipment (the “Project”) and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the “Finance Officer”) has now presented a proposal for the financing of such Project.

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

1. The Governmental Entity hereby determines to finance the Project through BB&T Bank (“BB&T”), in accordance with the proposals obtained by the Finance Officer as detailed in Exhibit A attached to and incorporated into this Resolution Number 5189 as though written fully therein; and
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Governmental Entity are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as Regions may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Governmental Entity officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the document’s final form.

4. The Governmental Entity shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations under the Financing Documents. The Governmental Entity hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Governmental Entity intends that the adoption of this resolution will be a declaration of the Governmental Entity’s official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the BB&T financing described above. The Governmental Entity intends that funds that have been advanced, or that may be advanced, from the Governmental Entity’s general fund, or any other Governmental Entity fund related to the Project, for Project costs may be reimbursed from the financing proceeds.
6. The officers of the Governmental Entity and any person or persons designated and authorized by any officer of the Governmental Entity to act in the name and on behalf of the Governmental Entity, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Governmental Entity such other acts, to pay or cause to be paid on behalf of the Governmental Entity such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Governmental Entity such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the Governmental Entity, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the plan of financing contemplated by the Financing Documents, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Financing Documents, the absence of any pending or threatened litigation with respect to the Financing Documents and the plan of financing contemplated by the Financing Documents, and the exemption of interest on the interest payment obligations under the Financing Documents from federal and State of Alabama income taxation.

7. All prior actions of Governmental Entity officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

ADOPTED and APPROVED this the 23rd day of September, 2019.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

SEAL

ORDINANCE NUMBER 2876

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENTS WITH ENTERPRISE FLEET MANAGEMENT FOR LEASING AND MAINTENANCE OF CERTAIN VEHICLES FOR THE CITY OF VESTAVIA HILLS

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 agreements with Enterprise Fleet Management for the leasing and maintenance of certain City vehicles; and
2. Copies of said agreements are marked as Exhibit A and affixed to and incorporated into this Ordinance Number 2876 as though written fully therein; and
3. This Ordinance Number shall become effective immediately upon adoption and approval and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 23rd day of September, 2019.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

Signature

Company Name

Date



SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of August, 2019, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Vestavia Hills, Alabama (Company).

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Vestavia Hills, Alabama.

Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #060618.

IN WITNESS WHEREOF, EFM and City of Vestavia Hills, Alabama have executed this Service Agreement as of the day and year first above written.

Company: City of Vestavia Hills, Alabama

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2019 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of August, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Vestavia Hills, Alabama ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Alabama (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Jefferson County, Alabama.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Vestavia Hills, Alabama (Company)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Company_____



AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2019 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of August, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Vestavia Hills, Alabama ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama (without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Jefferson County, Alabama.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Vestavia Hills, Alabama (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Vestavia Hills, Alabama ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 2 of the Master Equity Lease Agreement is amended to read as follows:

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for five (5) years or upon the lease settlement as defined in Section 3c of any remaining scheduled vehicles at that time. The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule. The parties shall have the right, upon mutual written consent, to extend this Agreement, unless Lessee cancels this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any amounts otherwise owed under this agreement.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and non-exempt taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Alabama state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Alabama (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Jefferson County, Alabama.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.



IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Vestavia Hills, Alabama (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2019 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of August, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Vestavia Hills, Alabama ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Alabama (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Jefferson County, Alabama.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Vestavia Hills, Alabama (Company)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

ORDINANCE NUMBER 2877

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALDOT FOR SIDEWALKS ALONG CR-42 (MASSEY ROAD) FROM SR-3 (US-31 MONTGOMERY HIGHWAY) TO CR-99 (COLUMBIANA ROAD) IN THE CITY; PROJECT CMAQ-7030(600)

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks along CR-42 (Massey Road) from SR-3 (US-31 Montgomery Highway) to CR-99 (Columbiana Road) in the City of Vestavia Hills; Project# CMAQ-7030(600); CPMS Ref# 100057172.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor and City Manager for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER ORDAINED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

ADOPTED and APPROVED, this the 23rd day of September, 2019.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of an Ordinance lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 23rd day of September, 2019, and that such Ordinance is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2019.

Rebecca Leavings
City Clerk

SEAL

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

September 18, 2019

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: ALDOT agreement for Massey Road right-of-way

Engineering is providing favorable recommendation for the City to enter into agreement with ALDOT for funding of Right-of-way acquisitions along Massey Road. The construction plans have been substantially approved by ALDOT. This will allow us to move forward with acquiring any necessary right-of-way for construction of the improvements.

Please let me know if questions,

Sincerely,
-Christopher



**RIGHT-OF-WAY ACQUISITION
AGREEMENT
FOR A
CONGESTION MITIGATION AND
AIR QUALITY IMPROVEMENT PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF VESTAVIA HILLS
Jefferson County**

**Project No. CMAQ-7030(600)
CPMS Ref# 100057172**

**Sidewalks along CR-42 (Massey Road) from
SR-3 (US-31 Montgomery Highway) to
CR-99 (Columbiana Road) in the City of Vestavia Hills**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Vestavia Hills, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalks along CR-42 (Massey Road) from SR-3 (US-31 Montgomery Highway) to CR-99 (Columbiana Road) in the City of Vestavia Hills; Project# CMAQ-7030(600); CPMS Ref# 100057172.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$72,753.44 Congestion Mitigation and Air Quality (CMAQ) funds unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Birmingham Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal CMAQ Funds	\$ 72,753.44
City Funds	\$ 18,188.36

TOTAL (Incl Indirect Cost)	\$ 90,941.80

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost as part of this Agreement.

The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will not be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this

amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Vestavia Hills, Alabama

**By: _____
City Clerk (Signature)**

**By: _____
As Mayor (Signature)/City Manager**

**Type Name of Clerk
(AFFIX SEAL)**

Type Name of Mayor / City Manager

This agreement has been legally reviewed and approved as to form and content.

**By: _____
William F. Patty,
Chief Counsel**

RECOMMENDED FOR APPROVAL:

**DeJarvis Leonard, P.E.
East Central Region Engineer**

**D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer**

**Don T. Arkle, P. E.
Chief Engineer**

**STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

John R. Cooper, Transportation Director

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20 _____.**

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

STD CONTRACT EXHIBITS

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EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

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EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

ORDINANCE NUMBER 2878

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALDOT FOR SIDEWALKS ALONG CR-42 (MASSEY ROAD) FROM SR-3 (US-31 MONTGOMERY HIGHWAY) TO CR-99 (COLUMBIANA ROAD) IN THE CITY; PROJECT CMAQ-7030(600); CPMS Ref#100057173 AND 100057174

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks along CR-42 (Massey Road) from SR-3 (US-31 Montgomery Highway) to CR-99 (Columbiana Road) in the City of Vestavia Hills; Project# CMAQ-7030(600); CPMS Ref# 100057173 and 100057174.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor and City Manager for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER ORDAINED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

ADOPTED and APPROVED this the 23rd day of September, 2019.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of an Ordinance lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 23rd day of September, 2019, and that such Ordinance is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2019.

Rebecca Leavings
City Clerk

SEAL

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

September 18, 2019

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: ALDOT agreement for Massey Road right-of-way

Engineering is providing favorable recommendation for the City to enter into agreement with ALDOT for funding of Right-of-way acquisitions along Massey Road. The construction plans have been substantially approved by ALDOT. This will allow us to move forward with acquiring any necessary right-of-way for construction of the improvements.

Please let me know if questions,

Sincerely,
-Christopher



**UTILITY AND CONSTRUCTION
AGREEMENT
FOR A
CONGESTION MITIGATION AND
AIR QUALITY IMPROVEMENT PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF VESTAVIA HILLS
Jefferson County**

Project No. CMAQ-7030(600)

CPMS Ref# 100057173

CPMS Ref# 100057174

**Sidewalks along CR-42 (Massey Road) from
SR-3 (US-31 Montgomery Highway) to
CR-99 (Columbiana Road) in the City of Vestavia Hills**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Vestavia Hills, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalks along CR-42 (Massey Road) from SR-3 (US-31 Montgomery Highway) to CR-99 (Columbiana Road) in the City of Vestavia Hills; Project# CMAQ-7030(600); CPMS Ref# 100057173 & 100057174.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$2,209,644.18 Congestion Mitigation and Air Quality (CMAQ) funds unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Birmingham Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
Federal CMAQ Funds	\$ 72,753.45
City Funds	\$ 18,188.35

TOTAL (Incl CE&I and Indirect Cost)	\$ 90,941.80

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal CMAQ Funds	\$ 2,136,890.73
City Funds	\$ 534,222.68

TOTAL (Incl CE&I and Indirect Cost)	\$ 2,671,113.41

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements

obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will be an eligible cost as part of this Agreement. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the

State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of

Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the

accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Vestavia Hills, Alabama

**By: _____
City Clerk (Signature)**

**By: _____
As Mayor (Signature)**

**Type Name of Clerk
(AFFIX SEAL)**

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

**By: _____
William F. Patty,
Chief Counsel**

RECOMMENDED FOR APPROVAL:

**DeJarvis Leonard, P.E.
East Central Region Engineer**

**D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer**

**Don T. Arkle, P. E.
Chief Engineer**

**STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

John R. Cooper, Transportation Director

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.**

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

STD CONTRACT EXHIBITS**REV. 9/19/16**

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

STD CONTRACT EXHIBITS
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Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

**STD CONTRACT EXHIBITS
REV. 9/19/16**

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

**STD CONTRACT EXHIBITS
REV. 9/19/16**

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**STD CONTRACT EXHIBITS
REV. 9/19/16**

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

ORDINANCE NUMBER 2879

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALDOT FOR PROPOSED PROJECT NUMBER DE-HPP-TAPBH-A124() PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK, JEFFERSON COUNTY

WHEREAS, the City of Vestavia Hills Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on SR-3(US-31) within the City Limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: DE-HPP-TAPBH-A124() Pedestrian Walkway over US-31 in Vestavia Hills near Wald Park; and

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT ORDAINED BY MAYOR AND CITY THE COUNCIL OF VESTAVIA HILLS, ALABAMA, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and

hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not permanently barricade or relocate of any intersecting streets

Please refer to: Project Notes (Sheet 2B)

Please refer to: General Traffic Control Plan Notes (Sheet 2C)

Please refer to: ITS Plan Notes (Sheet 2D)

Please refer to: Sequence of construction and Traffic Control Plan (Sheets 8-16)

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and

all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 23rd day of September, 23, 2019.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of an Ordinance lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 23rd day of September, 2019, and that such Ordinance is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2019.

Rebecca Leavings
City Clerk

SEAL

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

September 18, 2019

To: Rebecca Leavings, City Clerk


CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: ALDOT concurrence for construction of Hwy31 Pedestrian Bridge

Engineering is providing favorable recommendation for the City to adopt this resolution to support the construction of the Highway 31 Pedestrian Bridge. The plans are significantly complete and, outside of some minor comments, are being prepared for ALDOT construction.

Please let me know if questions,

Sincerely,
-Christopher 



ALABAMA

DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED PROJECT NUMBER DE-HPP-TAPBH-A124() PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK JEFFERSON COUNTY

STATE	REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET NO.
AL	DE-HPP-TAPBH-A124()	2019	1	29

CONTRACT ID NO.
Preliminary Project No. DE-IBRD-A104(916)
Code No. 100050996

Design Designation	
ADT (2015)	N/A
ADT (2035)	N/A
K	N/A
D	N/A
TDHV	N/A
TADT	N/A
V (Design Speed)	N/A
Min. Stopping Sight Dist.	N/A

These plans have been prepared to conform with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition.

Existing Bridge
INDEX STA TO STA LENGTH BIN

▽ NONE TOTAL EFFECT

Required Bridge
INDEX STA TO STA LENGTH BIN

◇ NONE 0+38.97 TO 2+20.20 181.23'
TOTAL EFFECT (NO EFFECT)

Equations & Exceptions
INDEX STA TO STA LENGTH BIN

○ NONE

BEGIN PROJECT
STA 104+00.00

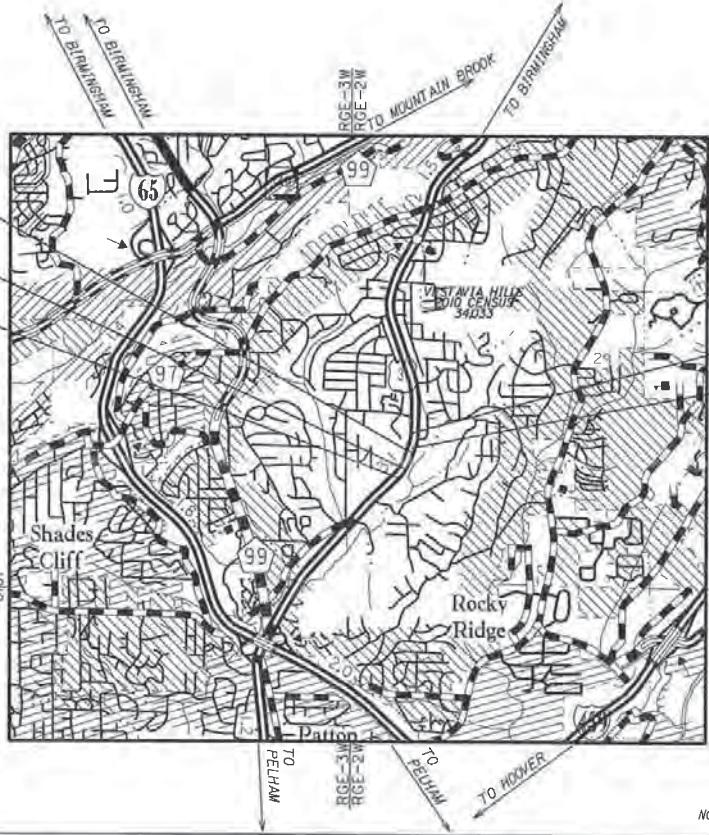
BEGIN WORK
STA 100+00.00

END WORK
STA 133+00.00

END PROJECT
STA 128+00.00

TSHP-185
TSHP-195

TSHP-185
TSHP-195



	US-31	
	FEET	MILES
Total Stationing of Project	2400.00	
Equations & Exceptions	0.00	
Net Length of Project	2400.00	0.454
Net Length of Bridges	0.00	0.000
Net Length of Roadways	2400.00	0.454

PS&E SUBMITTAL
SUBMITTED: 07/09/19
PRELIMINARY
NOT FOR CONSTRUCTION

Gresham Smith

LESLIE B. CORLETT, PE DATE
AL PROFESSIONAL REGISTRATION NO. 25726



ALABAMA DEPARTMENT OF TRANSPORTATION
Submitted for Approval:

REGION ENGINEER

CHIEF ENGINEER

Approved:

TRANSPORTATION DIRECTOR

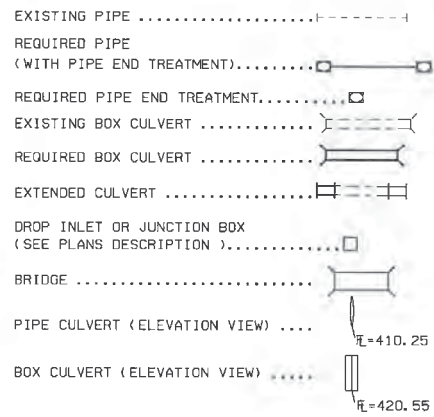
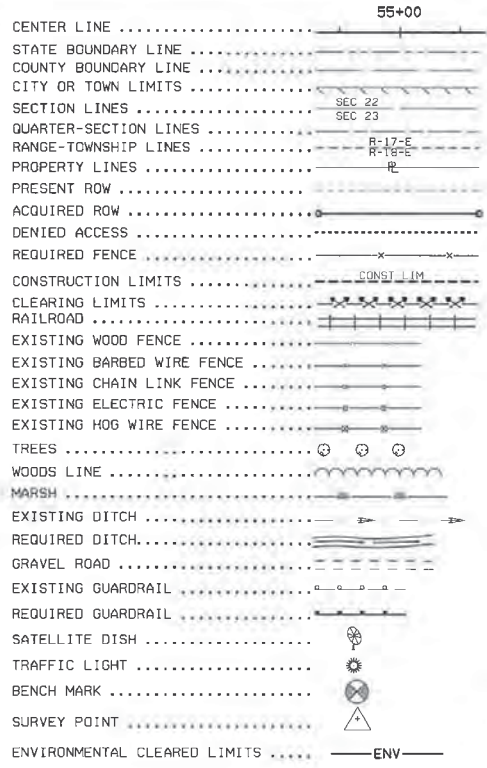
PLANS PREPARED BY:



PLANS LEGEND SHEET

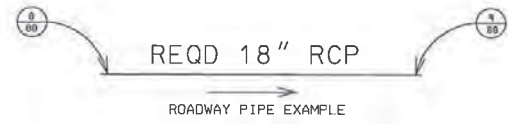
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124 (J	2019	1C

ROADWAY



DRAINAGE STRUCTURE INDEX NUMBERS

DRAINAGE STRUCTURE WRITE-UPS ARE LOCATED ON THE DRAINAGE CROSS-SECTION SHEETS. STRUCTURES WITH WRITE-UPS ARE INDEXED AT EACH END, WITH NUMBERS ASSIGNED BY DIRECTION OF FLOW. THE NUMBER IN THE UPPER HALF OF THE CIRCLE (EXAMPLE 8 OR 9) IS THE DRAINAGE STRUCTURE INDEX NUMBER. THE NUMBER IN THE LOWER HALF (EXAMPLE 88) IS THE SHEET REFERENCE NUMBER.

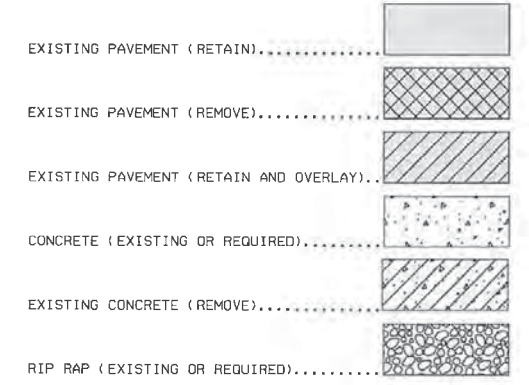
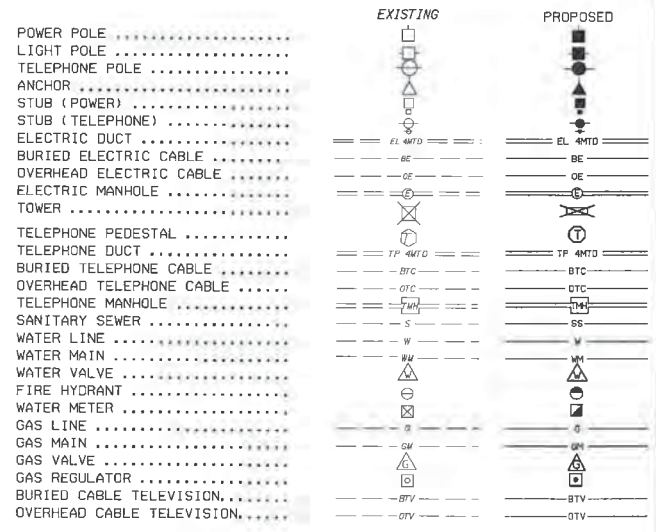


ALL INFORMATION CONCERNING THE DISPOSITION OF SIDE DRAIN PIPE IS SHOWN ON THE SUMMARY OF QUANTITIES BOX SHEET. THE TOP LETTERS (SD) ARE FOR SIDE DRAIN AND THE BOTTOM NUMBER IS THE DRAINAGE STRUCTURE INDEX NUMBER.



DIRECTION OF FLOW ➤

UTILITIES



10:22:55 AM 7/8/2019
 corl\lsc1 #49 bob1.gsp\pfiles\corl\leg\p1ans-Assemb\lps0996_C01C_LEG_01.dgn

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE: PLANS LEGEND SHEET	ROUTE: US-31
DATE:	DATE:	DATE:	PS&E				

PLANS ABBREVIATIONS SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124()	2019	1-0

ABANDONED.....	ABAN	FLAT BOTTOM.....	FB	PROPOSED.....	PROP	WITH.....	W/
ADJUSTMENT.....	ADJ	FLOT LINE.....	FL	QUADRUPE.....	QUAD	WITNESS CORNER.....	WC
ACCELERATION.....	ACCL	FRONT SIGHT OR FRONT SIGHT.....	FR	QUADRUPE BARREL CULVERT.....	QUAD	WOOD.....	WD
ACQUIRED.....	ACQD	FRACTIONAL.....	FRAC	QUANTITY.....	QUANT	WORKING POINT.....	WP
AIR.....	AIR	FULL SUPERELEVATION.....	FS	RADIUS.....	R	WOVEN WIRE.....	W/W
AHEAD.....	AH	GAL.....	GAL	RANGE.....	RGE	YARD.....	YD
ALABAMA.....	AL	GASOLINE PUMPS.....	GPP	RECORD.....	REC		
ALABAMA DEPARTMENT OF TRANSPORTATION.....	ALDOT	GAUGE.....	GA	REDUCTION.....	RED		
ALTERNATE.....	ALT	GRADE.....	GR	REFERENCE.....	REF		
APPROXIMATE(LY).....	APP	GRADE CHANGE.....	GC	REFERENCE POINT.....	RP		
AREA.....	AR	GRADE POINT.....	GP	REFERENCE POINT FOR POINT ON TANGENT.....	RPOT		
ASPHALT.....	ASP	GRADE ROAD.....	GRD	REINFORCED.....	REINF		
AVERAGE ANNUAL DAILY TRAFFIC.....	AADT	GRAVEL.....	GRV	REINFORCED CONCRETE DECK GIRDER.....	RCG		
BACK.....	BK	GUARDRAIL.....	GR	REINFORCED CONCRETE PIPE.....	RCP		
BACK OF GUARDRAIL.....	BK-GR	HEADWALL.....	HWL	REINFORCING STEEL.....	REINF STL		
BACKSIGHT.....	BS	HECTARE.....	HA	REMOVE.....	REM		
BARBED WIRE.....	B/W	HIGH WATER MARK.....	HWM	REQUIRED.....	REQD		
BARRER.....	BAR	HEIGHT.....	HT	REINFORCED.....	RET		
BARRIER.....	BAR	HEIGHT OF INSTRUMENT.....	HI	REVERSE CROWN.....	RC		
BEARING.....	BL	HIGH WATER.....	HW	REVISION.....	REV		
BEGIN.....	BEG	HIGHWAY.....	HWY	RIGHT.....	RA		
BEGINNING OF PROJECT.....	BOW	HORIZONTAL.....	H/W	RIGHT AHEAD.....	RA		
BETWEEN.....	BTW	HORIZONTAL.....	HOR	RIGHT BACK.....	RB		
BENCH MARK.....	BM	HUB & TACK.....	HT	RIGHT OF WAY.....	ROW		
BILLBOARD.....	BB	HYDRANT.....	HYD	RIGHT OF WAY MARKER.....	RWM		
BITUMINOUS.....	BTM	IMPACT ATTENUATOR.....	IAT	RIVER.....	R		
BITUMINOUS COATED CORRUGATED METAL PIPE.....	BCOMP	IN ACCORDANCE WITH.....	I/W	ROADWAY.....	RDWY		
BOLLARD.....	BD	IN PLACE.....	IN-PL	SECTION.....	SEC		
BRIDGE.....	BRD	INCHES.....	IN	SEGMENT.....	SER		
BRIDGE END SIGN.....	BES	INCORPORATED.....	INC	SHEET.....	SH		
BURIED IDENTIFICATION NUMBER.....	BIN	INSTRUMENT.....	INST	SHEET PILING.....	SHP		
CAPACITY.....	CAPY	ISLAND.....	ISL	SHOULDER.....	SHLD		
CAST IRON.....	CI	JOINT.....	JT	SIDE DRAIN.....	SDR		
CAST IN PLACE.....	CIP	JUNCTION.....	JCT	SIDEWALK.....	SW		
CATCH BASIN.....	CB	JUNCTION BOX.....	JBX	SINGLE BARREL CULVERT.....	SB		
CENTER LINE.....	CL	KILOMETER.....	KM	SKEW.....	SK		
CORNER.....	CR	KILOMETER POST.....	KMP	SOLID BODDING.....	SST		
CLASS.....	CLS	KILOMETERS PER HOUR.....	KPH	SOUTH.....	S		
CONCRETE.....	CONC	LANE.....	LN	SOUTH BOUND.....	SB		
CONNECTION.....	CONN	LATITUDE.....	LAT	SPECIAL.....	SP		
CONSTRUCTION.....	CONST	LEFT AHEAD.....	LA	SPECIAL DIITCH.....	SP-DT		
CONSTRUCTION LIMITS.....	CONST LIM	LEFT BACK.....	LB	SPECIAL DIITCH LEFT.....	SDL		
CORRUGATED IRON.....	CORI	LENGTH OF CURVE.....	L/C	SPECIAL DIITCH MEDIUM.....	SDM		
CORRUGATED METAL.....	CM	LINK.....	LK	SPECIAL DIITCH RIGHT.....	SDR		
CORRUGATED METAL PIPE.....	CMP	LIMIT.....	LIM	SPECIAL DRAWING.....	SP-DWG		
CORRUGATED PLASTIC PIPE.....	CPP	LINEAR.....	LN	SPECIFICATIONS.....	SPC		
COUNTY.....	CO	LINEAR FEET.....	LIN FT	SPECIAL LINE.....	SL		
COUNTY ROAD.....	CO-RD	LONGITUDE.....	LONG	SPRINKLING.....	SPI		
CREEK.....	CR	MARKER.....	MRK	SPIRAL TO CURVE.....	SPI		
CROSS SECTION.....	C/SECT	MANHOLE.....	M	SPIRAL POINT OF INTERSECTION.....	SPI		
CROWN REMOVED.....	CR	MAXIMUM.....	MAX	SPIRAL TO TANGENT.....	ST		
CUBIC FEET.....	CU FT	MEAN HIGH WATER.....	MHW	SQUARE.....	SQ		
CUBIC FEET PER SECOND.....	CU FT / SEC	MEAN LOW WATER.....	M/LW	SQUARE FEET.....	FT2		
CUBIC YARD.....	CU YD	MEASUREMENT.....	MEAS	SQUARE METERS.....	M2		
CUBIC METERS.....	M3	METER.....	M	STAKE.....	STK		
CULTIVATED.....	CULT	MERIDIAN.....	MER	STANDARD.....	STD		
CURB FACE.....	CF	MILE POST.....	MP	STANDARD DRAWING.....	STD-DWG		
CURB AND GUTTER.....	C&G	MILES PER HOUR.....	MPH	STANDARD STRENGTH.....	STD STR		
CUT.....	C	MILL METER.....	MM	STATION.....	STA		
CUT TO SPIRAL.....	CS	MINIMUM.....	MIN	STATION & ELEVATION.....	ST/E		
DECELERATION.....	DECEL	MONUMENT.....	MON	TURN OFFSET.....	TO		
DECLINATION.....	DECL	MULTIPLE.....	MULT	STOPPING SIGHT DISTANCE.....	SBD		
DEGREE OF CURVE.....	D	NORMAL.....	N	STRUCTURE.....	STR		
DENIED ACCESS.....	DA	NORMAL CROWN.....	NC	SUB-GRADE.....	SG		
DEPARTURE.....	DEP	NORMAL CROWN SLOPE.....	NCS	SUPERELEVATION.....	SE		
DESIGN SPEED.....	DET	NORTH.....	N	SYMMETRICAL.....	SYM		
DETACHABLE.....	DET	NORTH BOUND.....	NB	TANGENT.....	TAN		
DETAIL.....	DTL	NORTH BOUND ROADWAY.....	NBR	TANGENT TO CURVE.....	TC		
DIAMETER.....	DIA	NORTHING.....	N	TANGENT TO SPIRAL.....	TS		
DIRECTION.....	DIR	NOT IN CONTRACT.....	NIC	TANGENT TO SPIRAL.....	TS		
DISTANCE.....	DIST	NOT TO SCALE.....	NTS	TEMPORARY.....	TEMP		
DOUBLE BARREL CULVERT.....	DBL	NUMBER.....	NUM	TEMPORARY BENCH MARK.....	TBM		
DRAINAGE AREA.....	DA	OBSERVATION.....	OBS	TEMPORARY CONSTRUCTION EASEMENT.....	TCE		
DRIVE INLET.....	DI	ORIGINAL.....	ORIG	THROAT.....	TH		
EASEMENT.....	ESMT	OVERHEAD.....	OH	TOWNSHIP.....	TSH		
EAST BOUND.....	EB	OVERHEAD.....	OH	TRANSITION.....	TR		
EAST BOUND ROADWAY.....	EBR	OUT TO CUT.....	OTC	TRIPLE.....	TRP		
EDGE OF PAVEMENT.....	EP	PAVED SHOULDER.....	PVS SH	TRIPLE BARREL CULVERT.....	TRP		
ELEVATION.....	EL	PAVEMENT.....	PVM	TURNING POINT.....	TP		
END OF RETURN.....	ER	PIPE END TREATMENT.....	PET	TYPE.....	TY		
END OF PROJECT.....	EOP	POINT ENTERING CULVERT.....	PEC	UNKNOWN.....	UNK		
EQUATION.....	EQ	POINT OF BEGINNING.....	P/B	UNPAVED.....	UNPVD		
EROSION CONTROL PRODUCTS.....	ECP	POINT OF COMPOUND CURVE.....	P/C	VARIABLE.....	VAR		
EXCAVATION.....	EXCAV	POINT OF CURVATURE.....	P/C	VERTICAL.....	VERT		
EXISTING.....	EX	POINT OF REVERSE CURVATURE.....	PRC	VERTICAL CURVE.....	PVC		
EXPANSION.....	EXP	POINT OF TANGENCY.....	P/T	VERTICAL POINT OF CURVATURE.....	PVI		
EXTENSION.....	EXT	POINT ON CURVE.....	P/C	VERTICAL POINT OF INTERSECTION.....	PVI		
EXTERNAL.....	EXT STR	POINT OF TANGENCY.....	P/T	VERTICAL POINT OF TANGENCY.....	PVT		
EXTRA STRENGTH.....	EXT STR	POUND.....	LB	VITRIFIED.....	VIT		
FILL.....	F	PRES.....	PRES	VOLUME.....	VOL		
FILTER BLANKET.....	F BLNK	PRESENT.....	PRE	WEST BOUND.....	WB		
FISHED GRADE.....	FG	PROJECT.....	PROJ	WEST BOUND ROADWAY.....	WBR		
FISHED SURFACE.....	FS	PROJECT CONTROL.....	PJC	WING WALL.....	WW		
FISCAL YEAR.....	FY	PROPERTY LINE.....	R				
FIXED.....	FIX						

NUMBER OF STORIES.....	1, 2, 3, 4
FRAME.....	FR
BUILDING.....	BLDG
BRICK.....	BR
STUCCO.....	STU
METAL.....	MET
RESIDENCE.....	RES
BUSINESS.....	BUS
WAREHOUSE.....	WH
CHICKEN HOUSE.....	CH HSE
SCHOOL.....	CH
DOUBLE WIDE MOBILE HOME.....	DW MH
MOBILE HOME.....	MH

UTILITIES	
ANCHOR WIRE.....	AW
RIVER.....	RIV
BURIED FIBER OPTIC.....	BFO
OVERHEAD TELEPHONE CABLE.....	OTC
BURIED CABLE TELEVISION.....	BCV
CAST IRON.....	CI
CIRCUIT.....	CKT
DUCTILE IRON.....	DI
EASEMENT.....	ESMT
FIBER OPTIC.....	FO
FIRE HYDRANT.....	FH
FORCED MAIN (SANITARY SEWER).....	FM
GAS MAIN.....	GM
GAS METER.....	GMET
GAS VALVE.....	GV
GUY WIRE.....	GUY
HIGH PRESSURE.....	HP
KILOVOLT AMPS.....	KVA
MANHOLE.....	M
MERCURY VAPOR LIGHT.....	MVL
OVERHEAD FIBER OPTIC.....	OFD
OVERHEAD TELEPHONE CABLE.....	OTC
OVERHEAD ELECTRIC CABLE.....	OE
OVERHEAD CABLE TELEVISION.....	OTV
PAIS.....	P
PEDESTAL.....	PED
POLY-VINYL CHLORIDE PIPE.....	PVC
POWER POLE.....	PP
SANITARY SEWER.....	SS
SERVICE.....	SERV
STEEL.....	STM
STORM DRAIN.....	SDM
STORM SEWER.....	SSM
SWITCH.....	SW
TELEPHONE.....	TEL
TELEPHONE MANHOLE.....	TMH
TRANSFORMER.....	TR
TRANSMISSION LINE.....	TR LN
TRIAXIAL CABLE (SERVICE).....	TRIX
VITRIFIED CLAY PIPE.....	VCP
WATER MAIN.....	WM
WATER METER.....	WMET
WATER VALVE.....	WV

PROPERTY	
DEED BOOK.....	DB
REAL PROPERTY BOOK.....	RP
PLAT BOOK.....	PB
MAP BOOK.....	MB
PAGE.....	PG
OFFICIAL RECORD.....	OR
CAPPED (TYPICAL PLASTIC SURVEYORS CAP).....	CAP
ALUMINUM CAP.....	ALUM CAP
IRON PIPE.....	IR CAP
CRIMPED.....	CR
REINFORCING STEEL.....	REBAR
CONCRETE MONUMENT.....	CON
DAMAGED.....	DAM
CHISELED.....	CHT X
HUB AND TACK.....	H&T
NAIL AND BOTTLE TOP.....	N&BT
PARKER PEN (MASONRY NAILS).....	PK NAIL
FENCE POST.....	FP
RAILROAD IRON.....	RR IRON
COT SPINDLE.....	COT SP
ANGLE IRON.....	ANGLE IRON

REV 8/04/2015 - ALDOT ABBREVIATIONS DATED 4/6/2015 WITH THE FOLLOWING ADDITIONS:
 BOLLARD (B), BRIDGE IDENTIFICATION NUMBER (BIN), CONSTRUCTION
 (CON), DESIGN SPEED (V), DETACHABLE (DET), DECL (DT),
 EAST BOUND (EB), NORTH BOUND (NB), SOUTH BOUND (SB), TANGENT TO
 CURVE (TC), TRANSITION (TRANS), WEST BOUND (WB), AND WITH (W/).

10/22/2016 AM 7/8/2019

TYPICAL DETAIL SHEET

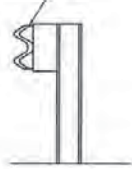
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-ADRA 1	2019	2A

PROJECT NOTES: 301, 302

GUARDRAIL NESTED AT BRIDGE COLUMN #2

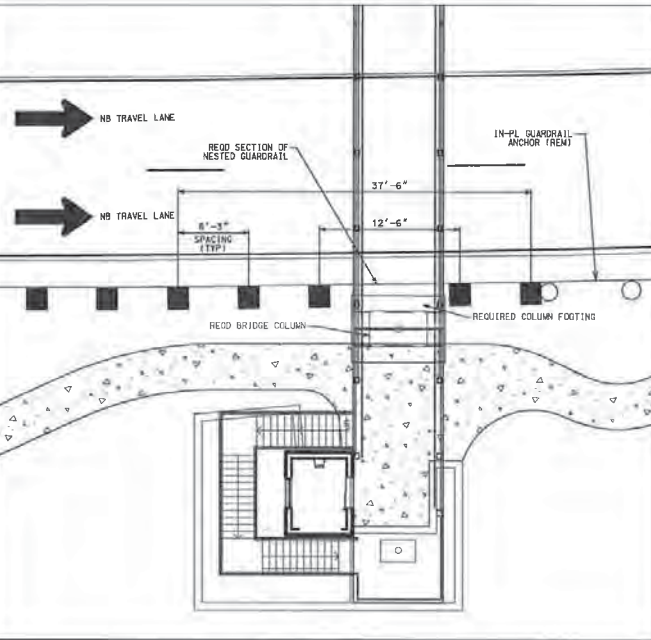
NOTE:
THE SECOND RAIL ELEMENT OF THE NESTED W-BEAM GUARDRAIL SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT, BUT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 630-A, STEEL BEAM GUARDRAIL.

TWO SECTIONS OF W-BEAM GUARDRAIL, ONE SET INSIDE THE OTHER (NESTED)



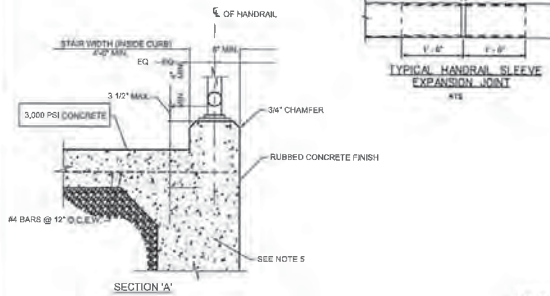
SIDE VIEW

NOTE: REFER TO ALDOT SPECIAL DRAWING 630-01 (SHEET 2 OF 2), INDEX 222 FOR ADDITIONAL DETAILS. SEE PLAN - CASE 5.



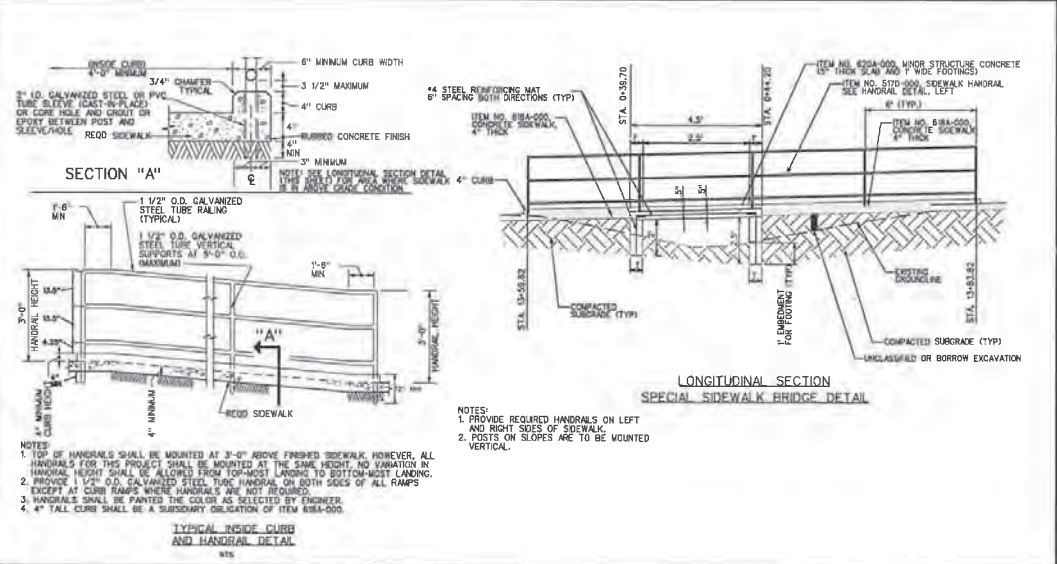
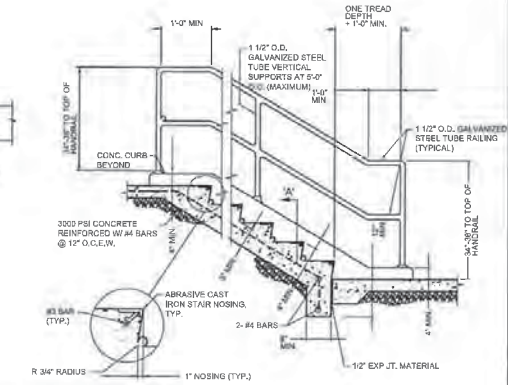
NOTES:

- TREADS SHALL BE 1" MINIMUM PLUS NOSING. RISERS SHALL BE 7" MAXIMUM HEIGHT. SUM OF ONE TREAD PLUS TWO RISERS SHALL EQUAL 24"-25"
- STAIRS SHALL BE A MINIMUM OF 4'-0" WIDE (CLEAR OF CURBS)
- PROVIDE HANDRAILS ON BOTH SIDES. ALL HANDRAILS SHALL BE MOUNTED AT THE SAME HEIGHT. NO VARIATION IN HANDRAIL HEIGHT SHALL BE ALLOWED FROM TOP-MOST LANDING TO BOTTOM-MOST LANDING
- HANDRAILS SHALL BE PAINTED THE COLOR SELECTED BY ARCHITECT.
- SEE WALL DETAIL FOR ABOVE GRADE WALK / RAMP / STEPS IF SIDEWALK IS IN ABOVE GRADE CONDITION.
- SEE ALDOT STD DWG MD-25, DETAILS FOR CONCRETE AND BRICK MASONRY STEPS
- SEE LIBRARY STAIRS PROFILE ON SHEET 40 FOR STATIONS AND ELEVATIONS
- FOOTINGS FOR STAIR RAILINGS ARE TO BE MOUNTED WITH 2" X 6" FLOOR FLANGES WITH 4.6" X 9" GALVANIZED BOLTS
- ONE OF THE FOLLOWING TYPES OF STEEL NOSING SHALL BE USED:
A. GRANGER INDUSTRIAL SUPPLY
B. AMICO
C. PER METALS, INC



SECTION 'A'

TYPICAL STEPS WITH HANDRAIL



SECTION 'A''

- NOTES:
- TOP OF HANDRAILS SHALL BE MOUNTED AT 3'-0" ABOVE FINISHED SIDEWALK HOWEVER, ALL HANDRAILS FOR THIS PROJECT SHALL BE MOUNTED AT THE SAME HEIGHT. NO VARIATION IN HANDRAIL HEIGHT SHALL BE ALLOWED FROM TOP-MOST LANDING TO BOTTOM-MOST LANDING.
 - PROVIDE 1 1/2" O.D. GALVANIZED STEEL TUBE HANDRAIL ON BOTH SIDES OF ALL RAMPS EXCEPT AT CURB RAMPS WHERE HANDRAILS ARE NOT REQUIRED.
 - HANDRAILS SHALL BE PAINTED THE COLOR AS SELECTED BY ENGINEER.
 - 4" TALL CURB SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 630-005.

TYPICAL INSIDE CURB AND HANDRAIL DETAIL

LONGITUDINAL SECTION SPECIAL SIDEWALK BRIDGE DETAIL

- NOTES:
- PROVIDE REQUIRED HANDRAILS ON LEFT AND RIGHT SIDES OF SIDEWALK.
 - POSTS ON SLOPES ARE TO BE MOUNTED VERTICAL.

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			TYPICAL DETAIL SHEET	US-31

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PROJECT NOTES

REFERENCE PROJECT NO DE-PPP-TAPBH- A1241	FISCAL YEAR 2019	SHEET NO 2-B
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PROJECT NOTES: 301, 302

NOTE NO	NOTES
200	THE CROSS-SLOPE OF SIDEWALKS AND RAMPS SHALL NOT EXCEED 2.0%, AND THE PROFILE GRADE OF RAMPS SHALL NOT EXCEED 8.3% AND DO NOT ALLOW FOR CONSTRUCTION TOLERANCES. AS A RESULT, THE CONTRACTOR IS ENCOURAGED TO CONSTRUCT THE CROSS-SLOPE OF SIDEWALKS AND RAMPS AT 1.5% OR FLATTER AND THE PROFILE GRADES OF RAMPS AT 7.1% OR FLATTER. IF CONDITIONS WARRANT USING STEEPER SLOPES IN ORDER TO FIT/TIE THE NEW SIDEWALK OR RAMP TO THE EXISTING TERRAIN, THE CONTRACTOR MAY CONSTRUCT THE SIDEWALK AND RAMP UP TO THE MAXIMUM SLOPES. ACCEPTANCE OF ALL CROSS-SLOPES AND PROFILE SLOPES WILL BE DETERMINED BY THE USE OF A DIGITAL LEVEL.
300	THE WATER MAIN UTILITY RELOCATION CAN USE EITHER PAY ITEM NO. 641C-500, DUCTILE IRON FITTINGS, OR PAY ITEM NO. 641D-554, 12 INCH X 12 INCH TAPPING VALVE AND SLEEVE, AS DIRECTED BY THE CONTRACTOR IN THE FIELD UPON EXCAVATION OF THE LINE. IF PAY ITEM 641D-554 IS SELECTED AS THE METHOD OF RELOCATION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE BIRMINGHAM WATER WORKS BOARD TO TAP THE WATER MAINLINE TO COMPLETE THE RELOCATION OF THE UTILITY.
301	THE ABRASIVE CAST IRON STAIR NOSING (SHEET SHEET 2A FOR DETAILS) SHALL BE PAID FOR AS A SUBSIDIARY OBLIGATION OF PAY ITEM 620A-000, MINDR STRUCTURE CONCRETE.
302	TYPICAL HANDRAIL SLEEVE EXPANSION JOINTS SHALL BE PAID FOR AS A SUBSIDIARY OBLIGATION OF PAY ITEM 517A-000, HANDRAIL, AND SHALL BE INSTALLED ALONG THE HANDRAIL DURING CONSTRUCTION AS DETERMINED BY THE ENGINEER.
400	RIGHT-OF-WAY AND ENVIRONMENTAL CLEARED LIMITS ARE CONGRUENT THROUGHOUT THE PROJECT UNLESS OTHERWISE SHOWN ON THE PLANS.
800	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL/COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. UTILITY LINE LOCATE REQUESTS WILL BE LIMITED TO INCREMENTS NOT TO EXCEED 2000 LINEAR FEET PER WORKING DAY OPERATION. MULTIPLE LOCATE REQUESTS WILL BE REQUIRED FOR PROJECTS GREATER THAN 2000 LINEAR FEET IN LENGTH.
900	NPDES PERMIT COVERAGE IS NOT REQUIRED FOR THIS PROJECT.

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7/8/2015

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL		ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E				PROJECT NOTES	US-31

GENERAL TRAFFIC CONTROL PLAN NOTES

REFERENCE PROJECT NO DE-HPP-TAPBH- A124()	FISCAL YEAR 2019	SHEET NO 2C
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<p>700 THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE M.U.T.C.D. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.</p> <p>701 THE CONTRACTOR MAY USE TYPE IV OR VIII BLACK AND FLUORESCENT ORANGE CONSTRUCTION SIGNS FROM THE 2018 SPECIAL AND STANDARD HIGHWAY DRAWINGS IN LIEU OF THE TYPE XI BLACK AND FLUORESCENT ORANGE CONSTRUCTION SIGNS SPECIFIED IN THE 2019 SPECIAL AND STANDARD HIGHWAY DRAWINGS.</p> <p>702 DURING NON-WORKING HOURS NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA APPROVED BY THE ENGINEER AND DELINEATED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS TRAILER MOUNTED OR OTHER TEMPORARY SIGNS, BARRICADES, DRUMS, ETC., WHICH ARE NOT IN USE DURING NON-WORKING HOURS. TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT. (SEE SKETCH ON SHEET 9)</p> <p>703 WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC. OR WHERE THE VISIBILITY OF A SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.</p> <p>704 THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR UNCOVER UPON COMPLETION OF A PARTICULAR SECTION ANY CONFLICTING IN-PLACE ROADWAY SIGNS AND DELINEATORS, AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE ALDOT. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.</p> <p>705 DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC, EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER, THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE. COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 701D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.</p> <p>706 OMITTED</p> <p>707 THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.</p> <p>708 ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.</p> <p>709 THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.</p> <p>710 CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.</p> <p>711 FLAGGERS SHALL BE PROPERLY ATTIRED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PADDLES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATION LOCATION MAY BE VARIED FROM THOSE SHOWN BASED ON ROADWAY ALIGNMENT AND CONDITIONS AT THE TIME OF THE LANE CLOSURE.</p> <p>712 FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.</p> <p>713 FOR MOVING OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CAR IS USED ON A TWO LANE ROADWAY.</p> <p>714 OMITTED</p> <p>715 ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.</p> <p>716 THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TCP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE DIFFERENT CONSTRUCTION ACTIVITIES ANTICIPATED FOR THIS PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.</p> <p>717 OMITTED</p> <p>718 REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE ALREADY IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.</p>	<p style="text-align: center;">○ DENOTES NOTES THAT APPLY TO THIS PROJECT</p> <p>719 OMITTED</p> <p>720 ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.</p> <p>721 OMITTED</p> <p>722 OMITTED</p> <p>723 THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.</p> <p>724 OMITTED</p> <p>725 ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS, EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.</p> <p>726 OMITTED</p> <p>727 DURING THE WIDENING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL ADVISE THE MOTORISTS OF ANY EDGE OF PAVEMENT DROP-OFFS 3 INCHES OR GREATER BY PLACING SHOULDER DROP-OFF SIGNS EVERY 1/2 MILE BEGINNING PRIOR TO THE WIDENING OR RESURFACING. REQUIRED SHOULDER WORK TO ELIMINATE THE DROP-OFFS SHALL BE PURSUED IN AN EXPEDITIOUS MANNER FOLLOWING THE WIDENING AND/OR RESURFACING.</p> <p>728 A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL TRAFFIC CONTROL. SPECIAL CONDITIONS MAY EXIST WHERE PROTECTION SHOULD BE PROVIDED WHERE THE DIFFERENCE IS 2 INCHES OR LESS.</p> <p>729 SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.</p> <p>730 OMITTED</p> <p>731 OMITTED</p> <p>732 CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.</p> <p>733 CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.</p> <p>734 CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.</p> <p>735 CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.</p> <p>736 CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS.</p> <p>737 CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.</p> <p>738 OMITTED</p> <p>739 OMITTED</p> <p>740 LIGHTWEIGHT TYPE B WARNING LIGHTS (WEIGHING 3.3 POUNDS OR LESS) WITH DETACHABLE HEADS MAY BE USED ON DRUMS IN SPECIAL SITUATIONS AS SHOWN ON THE PLANS. TYPE B WARNING LIGHTS WITH DETACHABLE HEADS USED ON BARRICADES SHALL BE LIGHTWEIGHT (WEIGHING 3.3 POUNDS OR LESS). ANY HEAVYWEIGHT WARNING LIGHTS ON BARRICADES MUST BE CERTIFIED BY THE VENDOR AS TO CRASHWORTHINESS OF THE BARRICADE AND WARNING LIGHT COMBINATION.</p> <p>741 FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.</p> <p>742 THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LANES ENCLOSED WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.</p> <p>743 OMITTED</p> <p>744 THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.</p> <p>745 OMITTED</p> <p>746 UNEVEN LANES SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNEVEN PAVEMENT CONDITIONS EXIST.</p> <p>747 MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.</p>	<p>749 R16-3 (WHEN WORKERS ARE PRESENT SPEEDING FINES DOUBLED) AND R16-3a (END DOUBLED FINES) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THESE SIGNS SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT WITH AN R2-1 (REGULATORY SPEED SIGN) ALWAYS FOLLOWING THE R16-3 SIGN. ADDITIONAL R16-3 AND R2-1 SIGNS SHALL BE POSTED AT MAXIMUM INTERVALS OF THREE MILES THROUGHOUT THE PROJECT LIMITS.</p> <p>749 WHEN A CONSTRUCTION WORK ZONE SPEED LIMIT REDUCTION IS NOT REQUIRED AT THE END OF THE WORK DAY, THE CONTRACTOR SHALL COVER OR REMOVE THE REDUCED R2-1 (REGULATORY SPEED SIGNS) AND THE W3-5b (REDUCED SPEED AHEAD) SIGNS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.</p> <p>750 DURING REPLACEMENT OF GUARDRAIL AND/OR GUARDRAIL END ANCHORS, A REFLECTORIZED DRUM WITH A LIGHTWEIGHT TYPE B WARNING LIGHT (WEIGHING 3.3 POUNDS OR LESS) SHALL BE PLACED BEFORE THE END OF ANY EXPOSED GUARDRAIL AT NIGHT WHERE THE GUARDRAIL END ANCHOR CANNOT BE REPLACED IN ONE DAY'S TIME.</p> <p>751 CONSTRUCTION SIGNS MOUNTED ON A SINGLE OR DUAL SQUARE TUBULAR OR U-CHANNEL POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. IHS-710-21 AND IHS-710-23.</p> <p>752 THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC FOR ALL HOLIDAYS BEFORE ANY WORK BEGINS. UNLESS OTHERWISE PRE-APPROVED BY THE REGION ENGINEER, THE FOLLOWING SHALL HOLD: THE CONTRACTOR SHALL NOT HAVE A LANE CLOSURE DURING THE FOLLOWING PERIODS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR ALDOT: FOR CHRISTMAS AND NEW YEARS DAY: FROM 11:59 PM DECEMBER 23 THROUGH 11:59 PM JANUARY 2. FOR NATIONAL MEMORIAL DAY AND LABOR DAY: FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY. FOR INDEPENDENCE DAY (THE 4TH OF JULY) FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY. FOR THANKSGIVING DAY: FROM 12:00 NOON THE WEDNESDAY BEFORE THANKSGIVING DAY THROUGH 11:59 PM THE SUNDAY FOLLOWING THANKSGIVING DAY. ANY OTHER STATE HOLIDAYS WILL BE HANDLED AS APPROVED BY THE PROJECT ENGINEER.</p> <p>THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ALDOT'S LIST OF OFFICIAL STATE HOLIDAYS.</p> <p>753 DUE TO THE AIR QUALITY STATUS FOR THE BIRMINGHAM URBANIZED AREA (ALL OF JEFFERSON AND SHELBY COUNTIES), THE CONTRACTOR WILL NOT BE ALLOWED TO CLOSE TRAFFIC LANES DURING THE DAYLIGHT HOURS ON OZONE ALERT DAYS (RED OR HIGHER) FROM APRIL 1 THROUGH OCTOBER 31.</p> <p>754 LANE CLOSURES WILL NOT BE ALLOWED DURING PEAK TRAFFIC HOURS, WHICH ARE FROM 6:00 AM TO 8:30 AM AND 4:00 PM TO 6:30 PM MONDAY THROUGH FRIDAY.</p>
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DESIGNER
 DATE DRAWN: 08/08/17

ALABAMA DEPARTMENT
OF TRANSPORTATION
1655 COLSON HALLWAY
MONTGOMERY, AL 36103-3050

DESIGN BUREAU SPECIAL DRAWING

GENERAL TRAFFIC CONTROL
PLAN NOTES

SPECIAL DRAWING NO.
 SHEET NO. 2000

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL: ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE: GENERAL TRAFFIC CONTROL PLAN NOTES	ROUTE: US-31
DATE:	DATE:	DATE:	PS&E			

ITS PLAN NOTES

REFERENCE PROJECT NO. DE-HFP-TAFBH-1241	FISCAL YEAR 2019	SHEET NO. 20
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INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PLAN NOTES IN THE EVENT CONFLICTS OCCUR BETWEEN THE ITS PLAN NOTES AND THE MUTCD, THE MUTCD WILL GOVERN.

 NOTES THAT APPLY TO THIS PROJECT.

- 1100. THE LOCATION OF THE POWER SERVICE AS SHOWN IN THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE POWER SERVICE AND THE SHORTEST ROUTE TO SERVE THE ITS CABINET AND DEVICES. THE CONTRACTOR SHALL HAVE THE POWER SERVICE LOCATION(S) APPROVED BY THE ENGINEER PRIOR TO INSTALLING POWER POWER SERVICE.
- 1101. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS OR LINE LOCATION SERVICE TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT, WHETHER SHOWN ON PLANS OR NOT. DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY COMPANY AND THE ENGINEER. THE COST OF SUCH REPAIRS SHALL BE BORNE BY THE CONTRACTOR.
- 1102. THE LOCATION OF ANY REQUIRED COMMBOXES AND/OR ELECTRICAL/FIBER CABLE CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THE EXISTING UTILITIES.
- 1103. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY ROADWAY, LIGHTING, OR BRIDGE ELEMENTS THAT OCCUR DURING THE CONSTRUCTION OF THIS PROJECT DUE TO HIS OPERATIONS. THE METHOD OF REPAIR SHALL BE APPROVED BY THE ENGINEER PRIOR TO REPAIRS BEING DONE. ANY COST OF SUCH REPAIRS SHALL BE BORNE BY THE CONTRACTOR.
- 1104. THIS PROJECT SHALL BE LIMITED TO TWO (2) END-TO-END SPLICES OF THE 48 FIBER SINGLE MODE FIBER OPTIC CABLE AT LOCATIONS SELECTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. "END-OF-DAY" CABLE CUTS AND SPLICING ARE NOT PERMITTED.
- 1105. AT FIBER OPTIC CABLE END-TO-END SPlice LOCATION(S) AND AT FIBER OPTIC CABLE END-OF-RUN LOCATION(S), THE CONTRACTOR SHALL PROVIDE A COMPLETE FUSION SPlice INSTALLATION. FUSION SPlice INSTALLATION SHALL BE EQUIPPED WITH SPlice CLOSURE AND SPlice TRAY (AND F2 COMMBOX IF CABLE IS BURIED AT SPlice LOCATION).
- 1106. CONTRACTOR SHALL PROVIDE ACCURATE 'AS-BUILT' PLAN SET AND SPlice CHARTS AS PART OF THE PROJECT ACCEPTANCE PROCESS. THE ENGINEER SHALL VERIFY THE ACCURACY OF THE DRAWINGS PRIOR TO ACCEPTANCE.
- 1107. PRIOR TO INSTALLATION OF FIBER OPTIC CABLE, THE CONTRACTOR SHALL COORDINATE FIBER ALLOCATIONS WITH THE ENGINEER. THE CONTRACTOR SHALL HAVE ALL SPlice CHARTS APPROVED BY THE ENGINEER PRIOR TO INSTALLING FIBER OPTIC CABLE. IF THE CONTRACTOR INSTALLS FIBER OPTIC CABLE PRIOR TO THE ENGINEER'S APPROVAL OF SPlice CHARTS, THE CONTRACTOR SHALL BEAR ALL COSTS AND ANY COSTS OF CHANGES RELATED TO FIBER OPTIC INSTALLATION AND SPLICING THAT MAY BE REQUESTED BY ALDOT.
- 1108. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL ALL ANCHORS, MOUNTING BRACKETS, CLAMPS AND STRAPS PRIOR TO ANY INSTALLATION OF PRODUCT.
- 1109. ALL ANCHORS PLACED IN BRIDGE DECKS SHALL PENETRATE THE DECK A MAXIMUM OF 1-1/4 INCHES.
- 1110. ALL CONDUIT MOUNTED UNDER THE BRIDGE DECK SHALL BE STRAPPED TO THE BRIDGE DECK IN FIVE (5) FEET MAXIMUM INTERVALS.
- 1111. CONDUIT EXPANSION JOINTS SHALL BE INSTALLED EVERY 50 FEET MAXIMUM WHERE CONDUIT IS ATTACHED TO BRIDGE DECK.
- 1112. ALL UNDERGROUND CONDUIT RUNS SHALL CONTAIN TWO (2) EACH 2-INCH DIAMETER HDPE CONDUITS, UNLESS OTHERWISE SHOWN ON PLANS. ALL ENCASEMENT RUNS SHALL CONTAIN ONE (1) EACH 6-INCH DIAMETER ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION, UNLESS OTHERWISE SHOWN ON PLANS.
- 1113. PRECAUTIONS SHALL BE TAKEN TO ENSURE THAT ALL UNDERGROUND CONDUIT RUNS WILL BE LOCATED TO AVOID CONFLICT WITH PROPOSED OR EXISTING GUARDRAIL, SIGNPOST, ETC.
- 1114. DURING THE INSTALLATION OF 756-A, UPHEAVAL IN EXISTING PAVEMENT WILL NOT BE ALLOWED.
- 1115. ACCESS TO ALL OPEN BUSINESSES SHALL BE MAINTAINED DURING INSTALLATION OF THE 756-A CONDUIT WHERE MORE THAN ONE ACCESS DRIVE IS AVAILABLE.
- 1116. ANY TRENCHES REQUIRED FOR CONSTRUCTION SHALL BE BACKFILLED THE SAME DAY.
- 1117. ANY HOLES EXCAVATED FOR STRUCTURE AND POLE FOUNDATIONS SHALL BE COVERED IF LEFT OVERNIGHT. THE COVERING SHALL BE SUFFICIENTLY SECURED TO AVOID UNINTENTIONAL DISPLACEMENT BY PERSONS, WIND OR VEHICLES AS APPROVED BY THE ENGINEER. THIS SHALL BE A SUBSIDIARY OBLIGATION OF THE STRUCTURE AND POLE FOUNDATIONS.
- 1118. THE CONTRACTOR SHALL CONNECT EACH POLE GROUND SYSTEM IMMEDIATELY AFTER THE POLE HAS BEEN PLACED ON ITS FOUNDATION. NO METAL POLE SHALL BE LEFT UNGROUNDED AFTER IT HAS BEEN PLACED ON ITS FOUNDATION.
- 1119. THE COMMBOXES THAT ARE TO BE PLACED ALONG ROADWAYS SHALL HAVE A MINIMUM CLEARANCE OF TEN (10) FEET FROM THE EDGE OF THE PAVED SHOULDER AND FIFTEEN (15) FEET FROM THE EDGE OF PAVEMENT WHERE NO PAVED SHOULDER IS PRESENT, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.
- 1120. THE VERTICAL SEPARATION BETWEEN FIBER CABLE AND ELECTRICAL LINES AT POLE ATTACHMENT SHALL MEET ALL PROVISIONS OF THE NATIONAL ELECTRIC SAFETY CODE (NEEC), CURRENT EDITION, REGARDING CLEARANCE FROM ELECTRIC LINES.
- 1121. AERIAL DROPS SHALL HAVE ADEQUATE SLACK IN THE TRUNK SERVICE LOOP WITH AMPLE LENGTH OF THE DROP CABLE. THIS SHALL ALLOW FOR THE DETACHMENT OF THE AERIAL CLOSURE FROM THE TRUNK CABLE AND THE ABILITY TO LOWER SAID CLOSURE, TRUNK, AND DROP WITHOUT HAVING TO WORK IN A BUCKET TRUCK.
- 1122. REQUIRED STRAPPING OF FIBER OPTIC CABLE TO MESSENGER CABLE SHALL BE STAINLESS STEEL LOCATED MAXIMUM FIVE (5) FEET ON CENTER.
- 1123. THE LOCATION OF REQUIRED F1 AND F2 COMMBOXES SHALL BE COORDINATED WITH THE ENGINEER PRIOR TO INSTALLATION.
- 1124. FINAL LOCATION OF REQUIRED CCTV AND RVD POLES SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
- 1125. ALL REQUIRED CCTV AND RVD POLES LOCATED BEHIND GUARDRAIL SHALL BE A MINIMUM OF FOUR (4) FEET BEHIND BACK OF GUARDRAIL POST.
- 1126. THE CONTRACTOR SHALL CONTINUE THE OPERATION AND MAINTENANCE OF THE EXISTING INTERCONNECT UNTIL THE REQUIRED FIBER OPTIC INTERCONNECT IS FULLY OPERATIONAL.
- 1127. THE CONTRACTOR SHALL PROVIDE AND INSTALL FIBER OPTIC DROP CABLE FROM THE REQUIRED SPlice CLOSURE TO THE REQUIRED CONTROLLER AT EACH SIGNALIZED INTERSECTION.
- 1128. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL COMPONENTS (INCLUDING, BUT NOT LIMITED TO, CAMERAS AND CAMERA CONTROLS, VEHICLE DETECTION DEVICES, WIRELESS DEVICES, ETHERNET FIELD SWITCHES, DYNAMIC MESSAGE SIGNS, AND VIDEO ENCODERS) ARE COMPATIBLE TO ALDOT'S AUTOMATED TRAFFIC MANAGEMENT SYSTEM (ATMS) AND THAT THEY FUNCTION AS A COMPLETE SYSTEM.
- 1129. ALL STRUCTURES SHALL BE INSTALLED FREE OF ANY APPURTENANCES. THE INSTALLATION OF DEVICES, CABINETS, OR OTHER APPURTENANCES WILL BE ALLOWED FOLLOWING INSPECTION OF THE STRUCTURE BY THE ENGINEER.
- 1130. THE CONTRACTOR SHALL CONTACT THE ALDOT EAST CENTRAL REGION TRAFFIC ENGINEER A MINIMUM OF 72 HOURS PRIOR TO THE INSTALLATION OF EQUIPMENT. THE ENGINEER WILL COORDINATE A KICK OFF MEETING WITH THE TRAFFIC ENGINEER PRIOR TO CONSTRUCTION.
- 1131. THE CONTRACTOR SHALL TEST THE EXISTING FIBER TRUCK WITH AN OTR BEFORE ANY FIBER WORK BEGINS AND AFTER ALL FIBER IS INSTALLED. BEFORE FINAL ACCEPTANCE OTR READINGS SHALL BE TAKEN FOR THE PROPOSED TRUNK, ANY AND ALL DAMAGE BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. ALL COSTS OF SAID REPAIRS SHALL BE FULLY BORNE BY THE CONTRACTOR.
- 1132. ALL MATERIALS AND WORK SHALL CONFORM WITH THE FIBER OPTIC PROJECT DETAIL SHEET INCLUDED WITH THESE PLANS AND TO SECTION 734 OF ALDOT 2019 STANDARD AND SPECIAL DRAWINGS HANDBOOK.
- 1133. IN THE EVENT CONFLICTS OCCUR BETWEEN THE ITS PROJECT NOTES AND THE MUTCD, THE MUTCD WILL GOVERN.
- 1134. SOME WORK IS REQUIRED OUTSIDE OF THE PROJECT LIMITS. NO ADDITIONAL COMPENSATION FOR SUCH WORK WILL BE MADE EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS.
- 1135. THE CONTRACTOR SHALL CONTINUE THE OPERATION AND MAINTENANCE OF THE EXISTING INTERCONNECT UNTIL THE REQUIRED FIBER OPTIC INTERCONNECT IS INSTALLED AND READY TO BE SPliced INTO THE EXISTING FIBER. THE CONTRACTOR SHALL SCHEDULE SPLICING OF THE NEW FIBER TO THE EXISTING FIBER SUCH AS TO LIMIT THE DOWNTIME OF THE F.O. COMMUNICATION LINE.

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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E		ITS PLAN NOTES	US-31	

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO. DE-HPP-TAPBH-A1241	FISCAL YEAR 2019	SHEET NO. 3
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TOTAL QUANTITY	PAY ITEM NO	UNIT	ITEM DESCRIPTION
1	201A-000	LUMP SUM	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$ ____ PER ACRE) (APPROXIMATELY 1 ACRES)
115	206C-000	SQ YD	REMOVING CONCRETE SIDEWALK
80	206D-030	LIN FT	REMOVING UTILITY LINES
278	215A-000	CU YD	UNCLASSIFIED BRIDGE EXCAVATION
3	260A-000	CU YD	CEMENT MORTAR FLOWABLE BACKFILL, MIX 1
416	502A-000	LB	STEEL REINFORCEMENT
20253	502A-001	LB	STEEL REINFORCEMENT (GRADE 60)
1	502B-000	LUMP SUM	STEEL REINFORCEMENT FOR BRIDGE SUPERSTRUCTURE, STA 0+38.97 TO STA 2+20.20, APPROX 8,926 LB
14	505G-004	EACH	PILE POINTS (TYPE A, 14")
176	505H-000	LIN FT	PILOT HOLES
120	505M-004	LIN FT	STEEL PILING FURNISHED AND DRIVEN (HP 14X73)
56	505M-012	LIN FT	STEEL PILING FURNISHED AND DRIVEN (HP 14X89)
367	508A-000	LB	STRUCTURAL STEEL
1	510C-051	LUMP SUM	BRIDGE CONCRETE SUPERSTRUCTURE, STA 0+38.97 TO STA 2+20.20, APPROX 50 CU YD
30	510A-007	CU YD	BRIDGE SUBSTRUCTURE CONCRETE
74	510G-000	CU YD	MASS BRIDGE SUBSTRUCTURE CONCRETE
1	513D-001	EACH	PRETENSIONED-PRESTRESSED CONCRETE GIRDERS, MODIFIED FLORIDA U BEAM, 8'-1" WIDE BY 54" DEEP BY 143'-11 1/2" LONG
1	513D-002	EACH	PRETENSIONED-PRESTRESSED CONCRETE GIRDERS, MODIFIED FLORIDA U BEAM, 8'-1" WIDE BY 54" DEEP BY 38'-0 1/2" LONG
98	517A-000	LIN FT	HANDRAIL
1	600A-000	LUMP SUM	MOBILIZATION
267	609A-000	SQ YD	AGGREGATE SLOPE PROTECTION
267	609B-000	SQ YD	GEOTEXTILE FILTER FOR AGGREGATE SLOPE PROTECTION
358	610D-003	SQ YD	FILTER BLANKET, GEOTEXTILE
137	618A-000	SQ YD	CONCRETE SIDEWALK, 4" THICK
8	620A-000	CU YD	MINOR STRUCTURE CONCRETE
66	641A-618	LIN FT	12 INCH DUCTILE IRON WATER MAIN LAID
700	641C-500	LB	DUCTILE IRON FITTINGS
2	641L-500	CU YD	CONCRETE FOR WATER MAINS (THRUST BLOCKS)
12	641M-518	EACH	12 INCH RETAINER GLAND
2	641O-554	EACH	12 INCH X 12 INCH TAPPING VALVE AND SLEEVE

TOTAL QUANTITY	PAY ITEM NO	UNIT	ITEM DESCRIPTION
12	650A-000	CU YD	TOPSOIL
1	652A-100	ACRE	SEEDING
108	654A-005	SQ YD	SOLID SODDING (EMERALD ZOYSIA)
1	656A-010	ACRE	MULCHING
1	665A-000	ACRE	TEMPORARY SEEDING
1	665B-001	ACRE	TEMPORARY MULCHING
410	665J-002	LIN FT	SILT FENCE
94	665N-000	TON	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1
410	665O-001	LIN FT	SILT FENCE REMOVAL
2	665P-005	EACH	INLET PROTECTION, STAGE 3 OR 4
268	665Q-002	LIN FT	WATTLE
1	680A-001	LUMP SUM	GEOMETRIC CONTROLS
200	726A-000	LIN FT	PORTABLE CONCRETE SAFETY BARRIERS, TYPE 6
20	726A-001	LIN FT	PORTABLE CONCRETE SAFETY BARRIERS, TYPE 6-A
1650	734A-013	LIN FT	CABLE OSP, LOOSE TUBE, 48F SM
335	734E-000	LIN FT	DETECTABLE TAPE SYSTEM
4	734E-005	EACH	MARKER POST
335	734E-100	LIN FT	BURIED DUCT HDPE SDR11 2 X 2 INCH
2	734G-008	EACH	SPLICE TRAY
96	734G-009	EACH	SPLICING, FUSION
2	734G-103	EACH	SPLICE CLOSURE, UNDERGRADE, 48 FIBER
4	734J-000	EACH	COMMBOX F1
861	740B-000	SQ FT	CONSTRUCTION SIGNS
80	740D-000	EACH	CHANNELIZING DRUMS
50	740E-000	EACH	CONES (36 INCH HIGH)
4	740F-002	EACH	BARRICADES, TYPE III
50	740M-001	EACH	BALLAST FOR CONES
2	741C-010	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT
120	750G-010	LIN FT	COMBINED DUCT AND CABLE, 2 #6 AWG/ 1 #6 AWG GND
4	750D-200	EACH	ELECTRICAL JUNCTION BOX, TYPE 1
1	XXXXXXX	LUMP SUM	VERTICAL TRANSPORTATION TOWER AND RAILINGS

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 7/9/2019

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			SUMMARY OF QUANTITIES	US-31

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO DE-HPP-TAPB-A1241	FISCAL YEAR 2019	SHEET NO 3A
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REQUIRED CLEARING & GRUBBING			
STATION TO STATION	ROADWAY	SIDE	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$) 201A-002 LUMP SUM
STA 115+62.44 - STA 117+15.65	US 31	RT/LT	1.00
Total			1

REQUIRED FIBEROPTIC RELOCATION											
STATION	ROADWAY	SIDE	CABLE OSP, LOOSE TUBE, 48F SM 734A-013 LF	DETECTABLE TAPE SYSTEM 734E-000 LF	MARKER POST 734E-005 EACH	BURIED DUCT HDPE SDR11 2 X 2 INCH 734E-100 LF	SPLICE TRAY 734G-008 EACH	SPLICING, FUSION 734G-009 EACH	SPLICE CLOSURE, UNDERGRADE, 144 FIBER 734G-140 EACH	COMMOBOX, F1 734J-000 EACH	SPECIAL & STANDARD DRAWINGS
PROJ LIM	US-31	RT	1650	335	4	335	2	96	2	4	A,B,C,D,E
TOTAL			1650	335	4	335	2	96	2	4	

REQUIRED MINOR STRUCTURE CONCRETE, STEEL REINFORCEMENT AND HANDRAIL							
STATION	ROADWAY	SIDE	STEEL REINFORCEMENT	HANDRAIL	MINOR STRUCTURE CONCRETE	STD/SPEC DRAWINGS	REMARKS
			502A-000 LB	517A-000 LIN FT	620A-000 CU YD		
STA 0+10.92 - STA 0+24.92	PED BRIDGE CL	CL	230.80	30.54	4		STAIRS AND LANDING
STA 0+10.96 - STA 0+44.64	LIBRARY STAIRS CL	CL	70.00	67.36	4		STAIRS
TOTAL			301	98	8		

REMOVAL OF CONCRETE SIDEWALKS			
STATION/ROADWAY	SIDE	REMOVING CONCRETE SIDEWALK 206C-000 SQ YD	REMARKS
STA 115+04.30 - STA 116+67.54	RT	114.29	
TOTALS:		115	

REQUIRED POWER RELOCATION							
STATION	ROADWAY	SIDE	OFFSET	REMOVAL UTILITY LINES	COMBINED DUCT AND CABLE, 2 #6 AWG/ 1 #6 AWG GND	ELECTRICAL JUNCTION BOX TYPE 1	REMARKS
				206D-030 LF	750G-010 LF	750D-200 EACH	
STA 15+56.24 TO STA 16+29.45	US 31	RT	54	80	120.0	4	SEE SHEET 7A
TOTAL				80	120	4	

REQUIRED SIDEWALKS AND DRIVEWAYS					
STATION	ROADWAY	SIDE	CONCRETE SIDEWALK, 4" THICK	SPECIAL & STANDARD DRAWINGS	REMARKS
			618A-000 SQ YD		
STA 116+04.97 - STA 117+15.65	US 31	RT	75.82		
STA 0+00 - STA 0+59.00	ADA RAMP BL	CL	40.21		
STA 0+6.87 - STA 0+10.92	PED BRIDGE CL	CL	7.16		
STA 0+28.67 - STA 0+48.61	LIBRARY STAIRS CL	CL	13.29		
TOTALS:			137		

REQUIRED SLOPE PROTECTION (PERMANENT)						
STATION	ROADWAY	SIDE	AGGREGATE SLOPE PROTECTION	GEOTEXTILE FILTER FOR AGGREGATE SLOPE PROTECTION	STANDARD / SPECIAL DRAWING NUMBERS	REMARKS
			609A-000 SQ YD	609B-000 SQ YD		
STA 115+62.44 - STA 117+15.65	US 31 CL	LT	266.7	266.7		
TOTAL			267	267		

REQUIRED TEMPORARY SEEDING, TEMPORARY MULCHING						
STATION TO STATION	ROADWAY	SIDE	AREA (SQ FT)	TEMPORARY SEEDING	TEMPORARY MULCHING	
				665A-000 ACRE	665B-000 ACRE	
STA 115+84.37 - STA 116+75.50	US 31 CL	RT	1450.70	0.03	0.03	
STA 116+04.97 - STA 117+15.88	US 31 CL	RT	2799.21	0.06	0.06	
Total				1	1	

SPECIAL & STANDARD DRAWINGS LEGEND
A. ITS-734-002
B. ITS-734-003
C. ITS-734-005
D. ITS-734-006
E. SHEET 7D

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			SUMMARY OF QUANTITIES	US-31

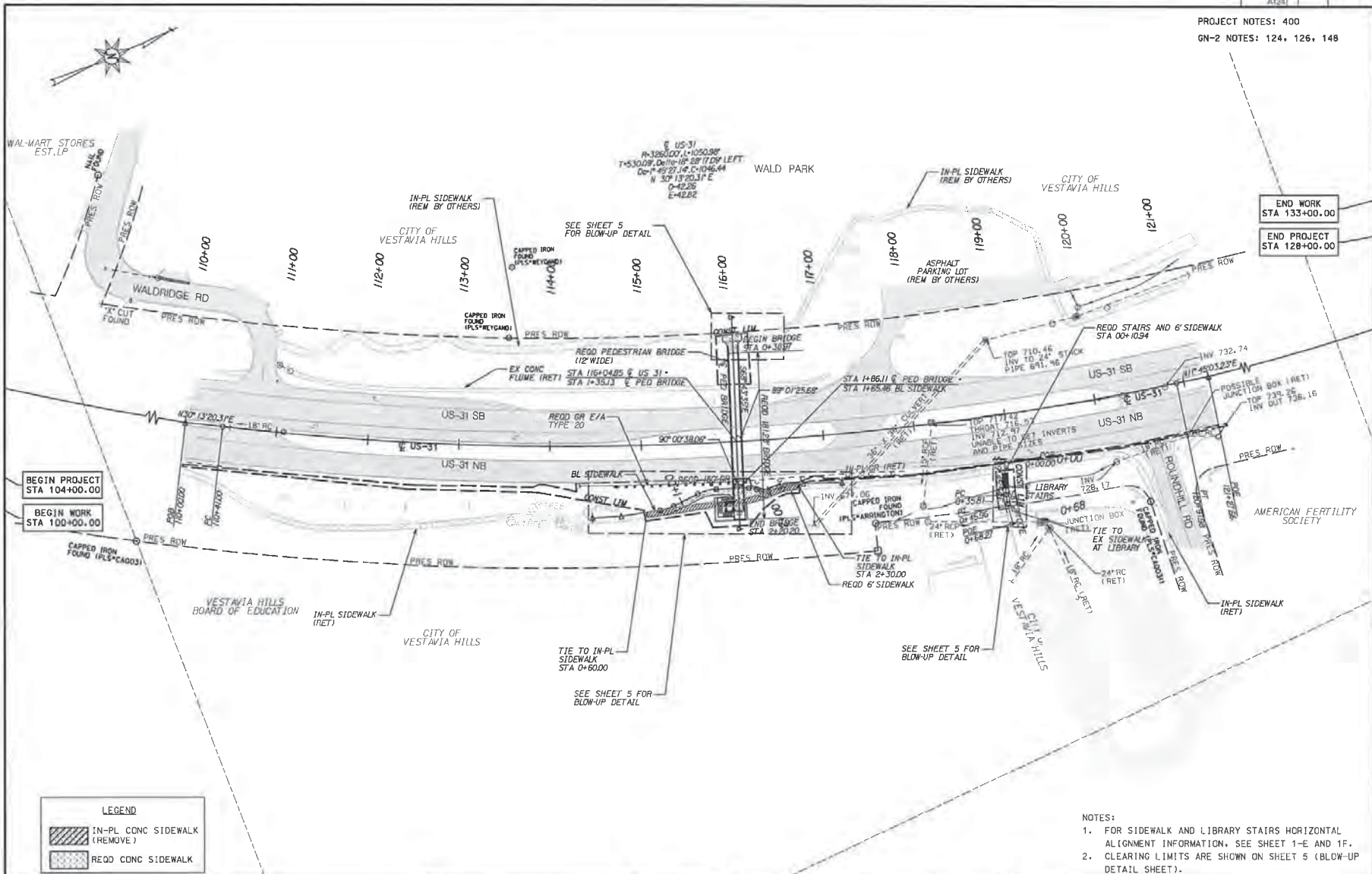
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PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A1241	2019	4

PROJECT NOTES: 400
GN-2 NOTES: 124, 126, 148



END WORK STA 133+00.00
END PROJECT STA 128+00.00

BEGIN PROJECT STA 104+00.00
BEGIN WORK STA 100+00.00

LEGEND	
	IN-PL CONC SIDEWALK (REMOVE)
	REGD CONC SIDEWALK

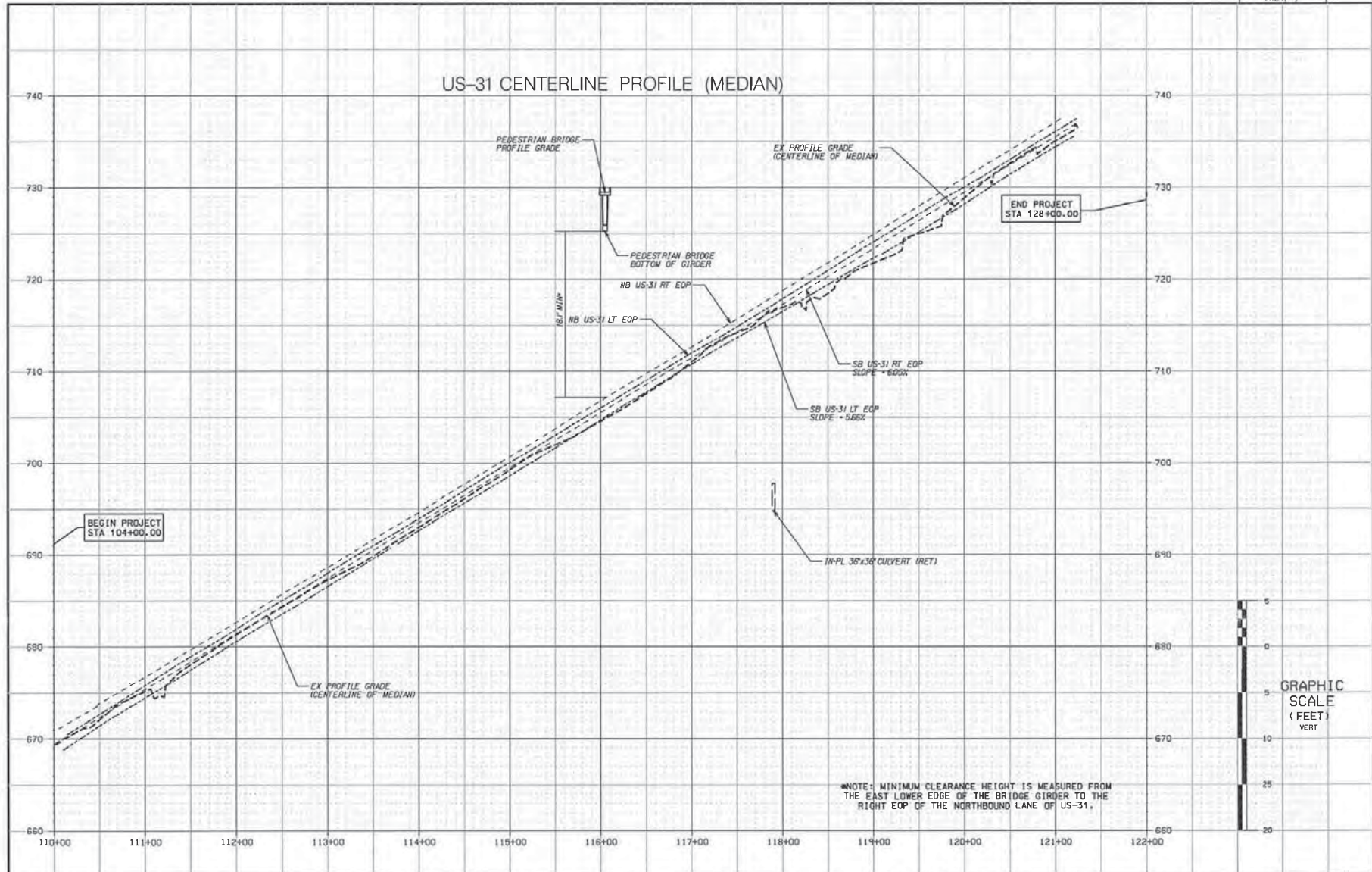
- NOTES:
1. FOR SIDEWALK AND LIBRARY STAIRS HORIZONTAL ALIGNMENT INFORMATION, SEE SHEET 1-E AND 1F.
2. CLEARING LIMITS ARE SHOWN ON SHEET 5 (BLOW-UP DETAIL SHEET).

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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			PLAN SHEET	US-31

PROFILE SHEET: US-31 CENTERLINE

REFERENCE PROJECT NO DE-HPP-TAPBH-A241	FISCAL YEAR 2019	SHEET NO 4A
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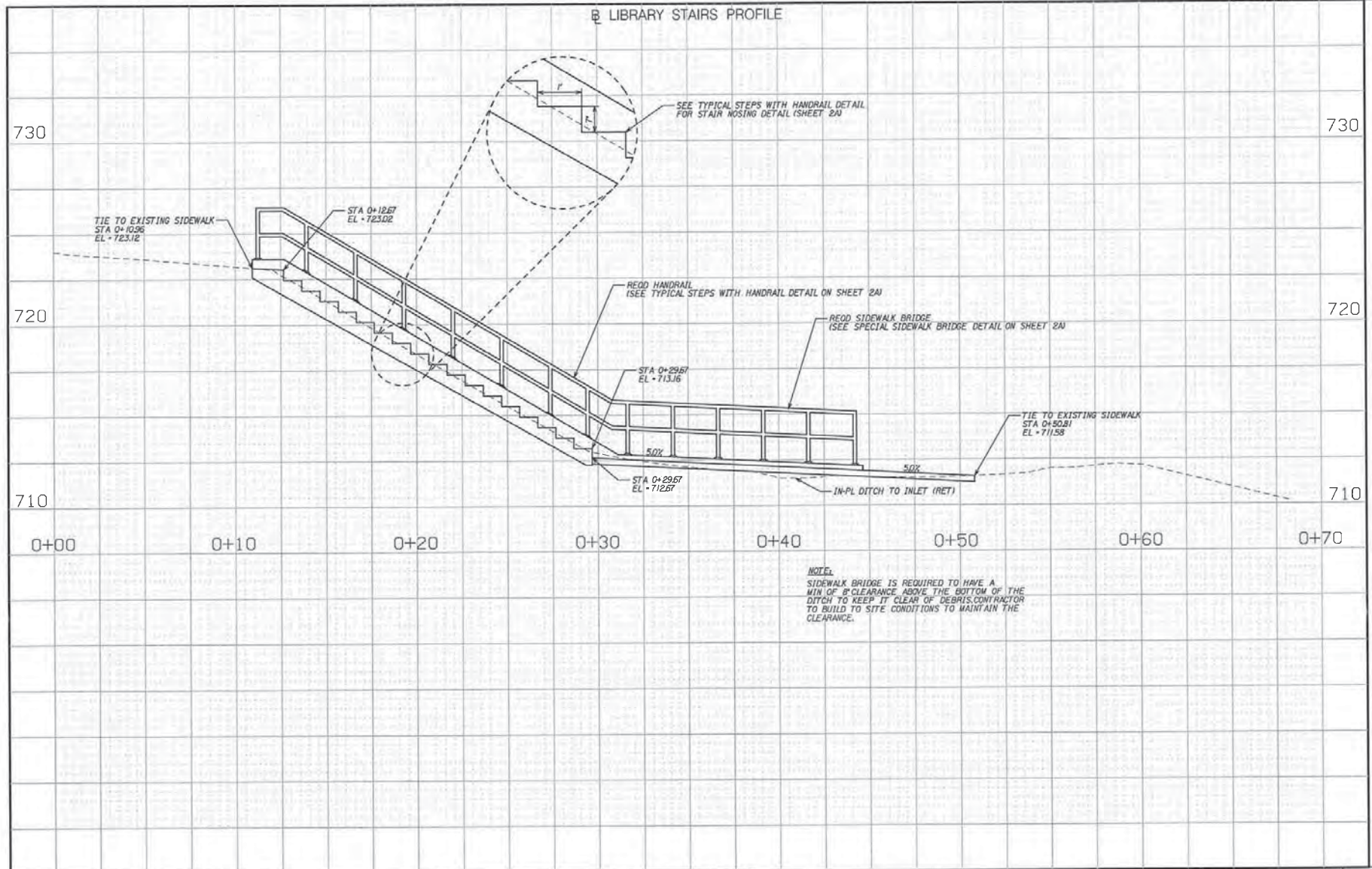
NOTE: MINIMUM CLEARANCE HEIGHT IS MEASURED FROM THE EAST LOWER EDGE OF THE BRIDGE GIRDER TO THE RIGHT EOP OF THE NORTHBOUND LANE OF US-31.

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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET) 	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E		PROFILE SHEET: US-31 CENTERLINE	US-31	

PROFILE SHEET: LIBRARY STAIRS

REFERENCE PROJECT NO DE-HPP-TAPBH-A1241	FISCAL YEAR 2019	SHEET NO 4C
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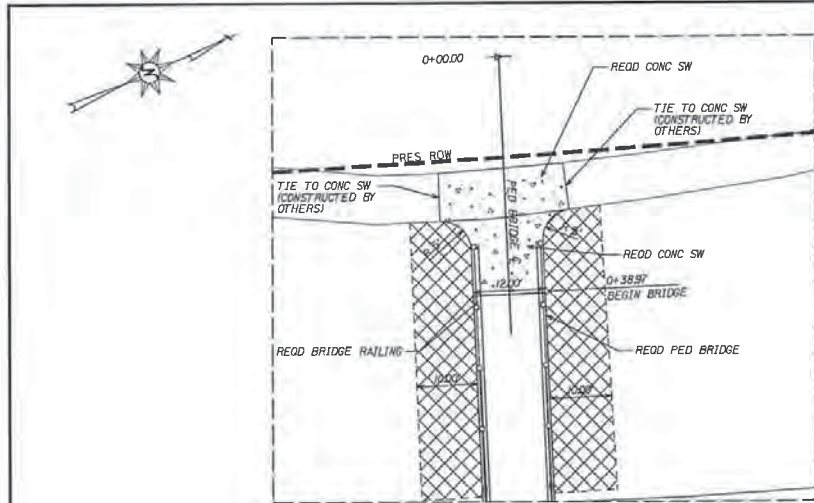
RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ & VERT SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			PROFILE SHEET: LIBRARY STAIRS	US-31

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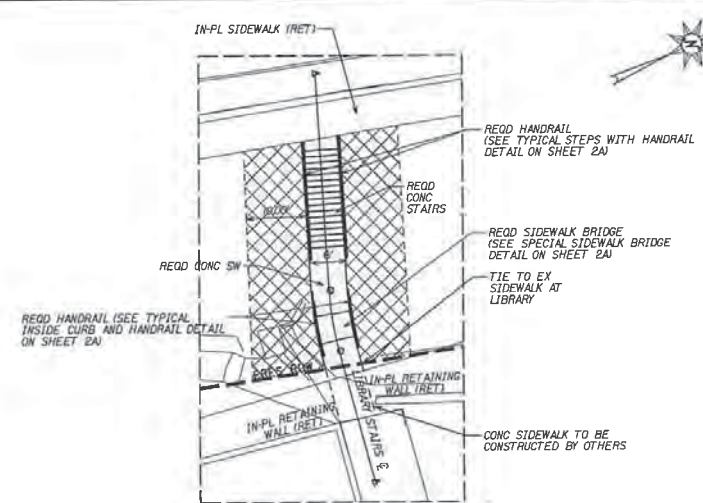
BLOW-UP DETAILS

REFERENCE PROJECT NO DE-HPP-TAPBH-A1841 1	FISCAL YEAR 2019	SHEET NO 5
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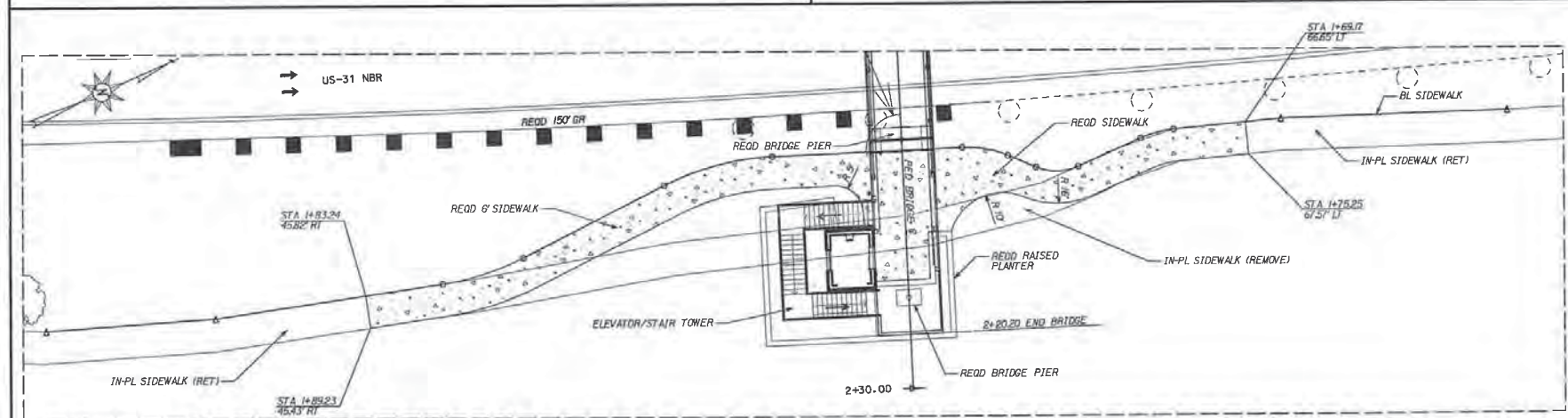
BLOW-UP DETAIL AT WEST END OF PED BRIDGE

NOTE: SEE SHEET 1F FOR PED BRIDGE & HORIZONTAL ALIGNMENT DATA.



BLOW-UP DETAIL AT STAIRS TO LIBRARY

NOTE: SEE SHEET 1F FOR LIBRARY STAIRS & HORIZONTAL ALIGNMENT DATA.



BLOW-UP DETAIL AT PED BRIDGE TOWERSIDEWALK

NOTE: SEE SHEET 1F FOR PED BRIDGE & HORIZONTAL AND SIDEWALK & ALIGNMENT DATA.

LEGEND	
	IN-PL CONC SIDEWALK (REMOVE)
	REOD CLEARING LIMITS
	REOD CONC SIDEWALK

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ	SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E				BLOW-UP DETAILS	US-31

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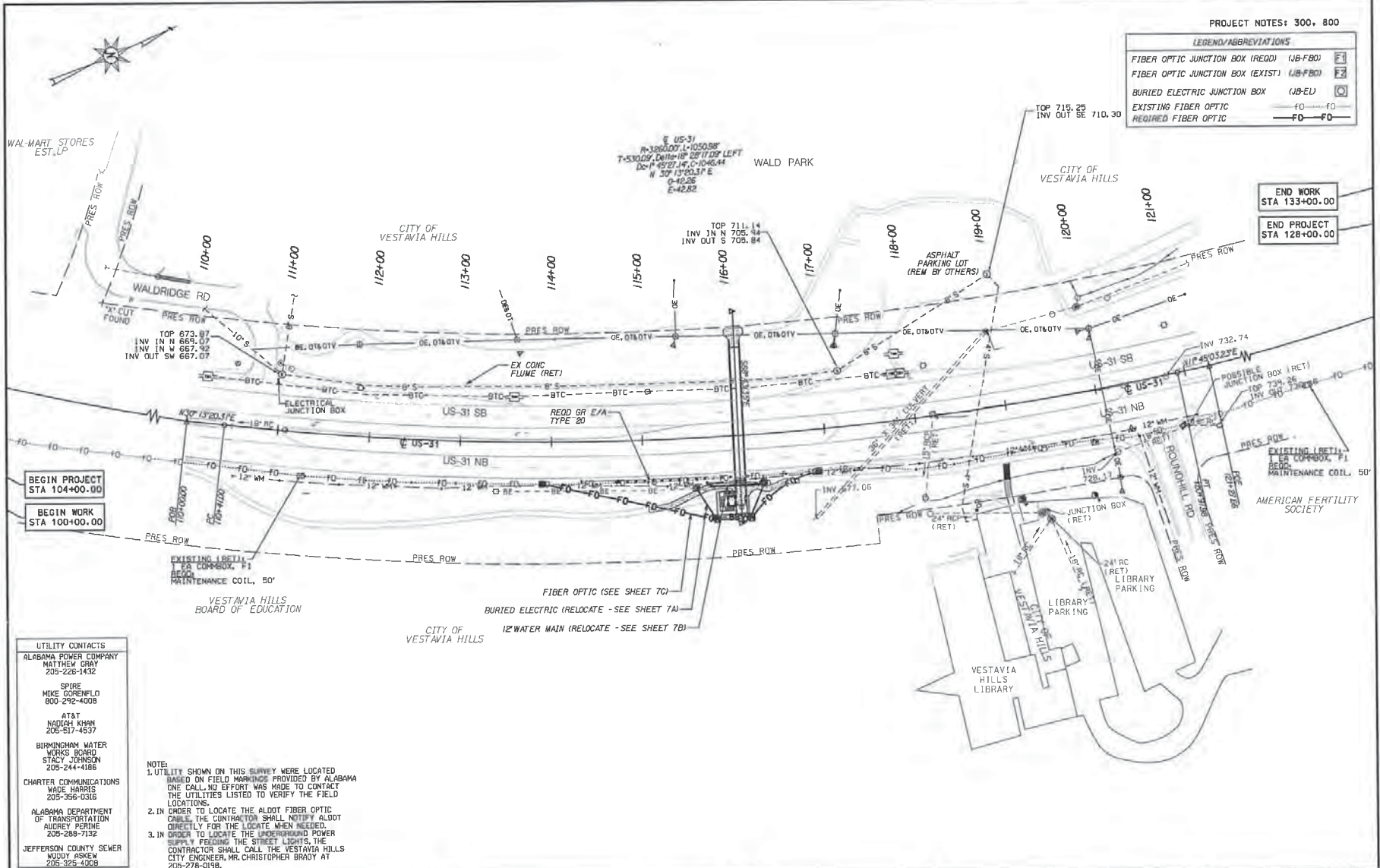
UTILITY SHEET

REFERENCE PROJECT NO DE-HPP-TAPBH-1241	FISCAL YEAR 2019	SHEET NO 7
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PROJECT NOTES: 300, 800

LEGEND/ABBREVIATIONS	
FIBER OPTIC JUNCTION BOX (RELOC)	F1
FIBER OPTIC JUNCTION BOX (EXIST)	F2
BURIED ELECTRIC JUNCTION BOX	(B-EU)
EXISTING FIBER OPTIC	FO
REQUIRED FIBER OPTIC	FO

END WORK STA 133+00.00
END PROJECT STA 128+00.00



UTILITY CONTACTS
 ALABAMA POWER COMPANY
 MATTHEW GRAY
 205-228-1432
 SPIRE
 MIKE GORENFLO
 800-292-4008
 AT&T
 NADIRAH KHAN
 205-517-4537
 BIRMINGHAM WATER WORKS BOARD
 STACY JOHNSON
 205-244-4186
 CHARTER COMMUNICATIONS
 WADE HARRIS
 205-258-0316
 ALABAMA DEPARTMENT OF TRANSPORTATION
 AUDREY PERINE
 205-269-7132
 JEFFERSON COUNTY SEWER
 WOODY ASKEW
 205-325-3008

NOTE:
 1. UTILITY SHOWN ON THIS SURVEY WERE LOCATED BASED ON FIELD MARKINGS PROVIDED BY ALABAMA ONE CALL. NO EFFORT WAS MADE TO CONTACT THE UTILITIES LISTED TO VERIFY THE FIELD LOCATIONS.
 2. IN ORDER TO LOCATE THE ALDOT FIBER OPTIC CABLE, THE CONTRACTOR SHALL NOTIFY ALDOT DIRECTLY FOR THE LOCATE WHEN NEEDED.
 3. IN ORDER TO LOCATE THE UNDERGROUND POWER SUPPLY FEEDING THE STREET LIGHTS, THE CONTRACTOR SHALL CALL THE VESTAVIA HILLS CITY ENGINEER, MR. CHRISTOPHER BRADY AT 205-278-0198.

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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	50 0 50 SCALE (FEET) HORIZ	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			UTILITY SHEET	US-31

UTILITY RELOCATION (POWER)

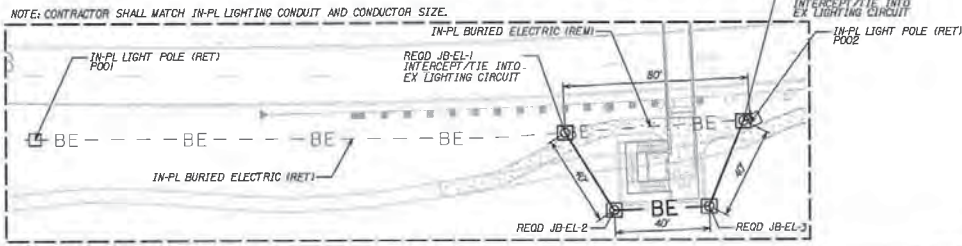
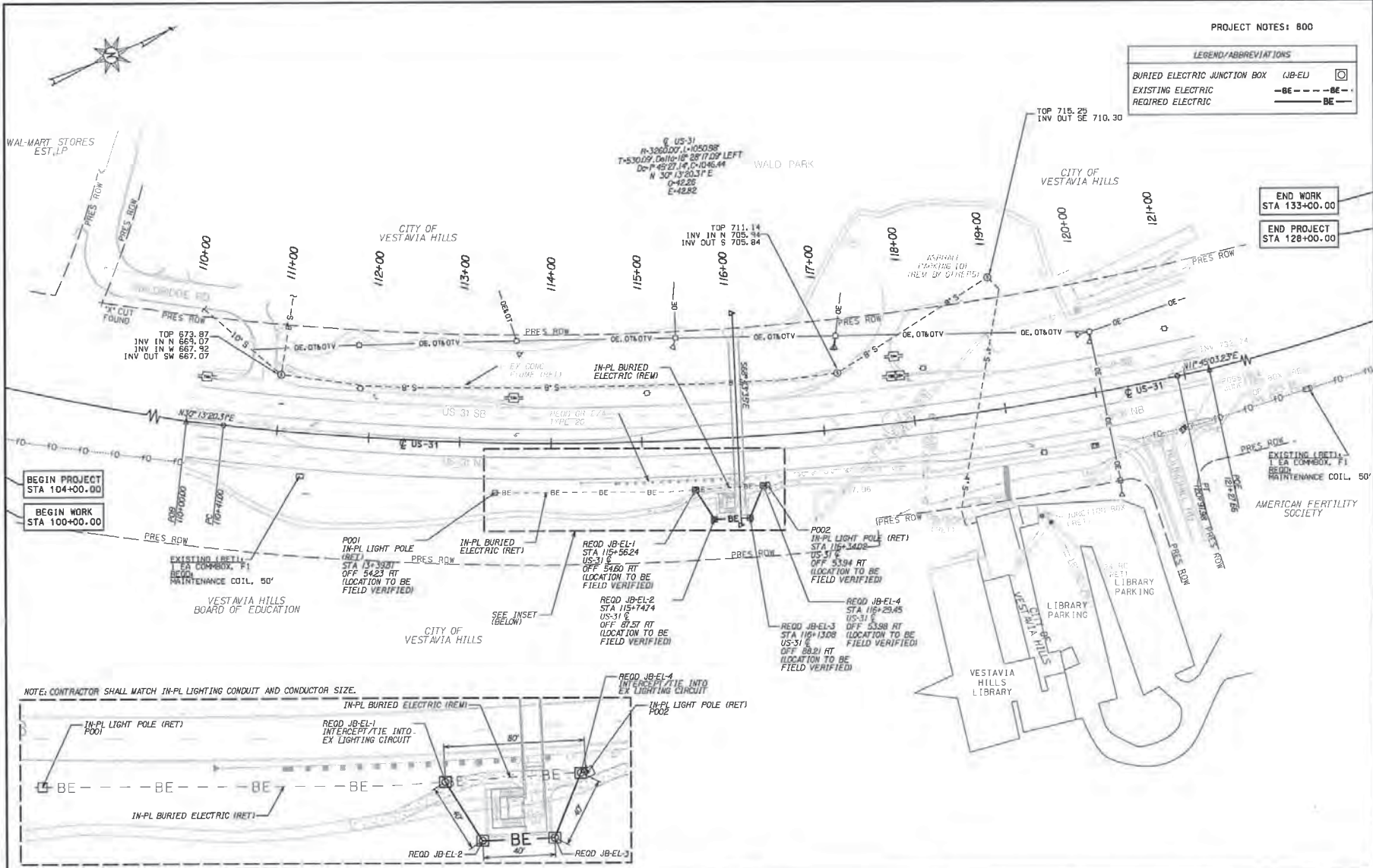
REFERENCE PROJECT NO DE-HPP-TAPB1-A124	FISCAL YEAR 2019	SHEET NO 7A
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PROJECT NOTES: 800

LEGEND/ABBREVIATIONS

BURIED ELECTRIC JUNCTION BOX (JB-EJ)	
EXISTING ELECTRIC	-BE - - - - BE-
REQUIRED ELECTRIC	— BE —

END WORK STA 133+00.00
END PROJECT STA 128+00.00



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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	50 0 50 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			UTILITY RELOCATION (POWER)	US-31

UTILITY RELOCATION (WATERMAIN)

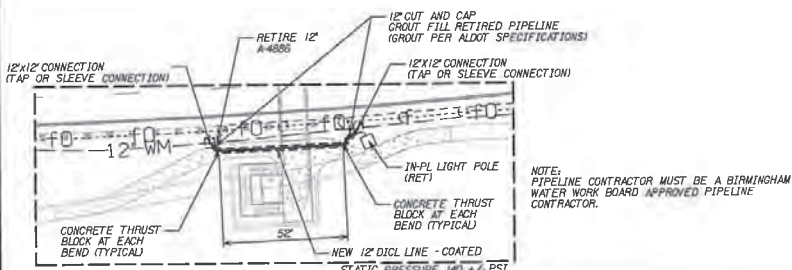
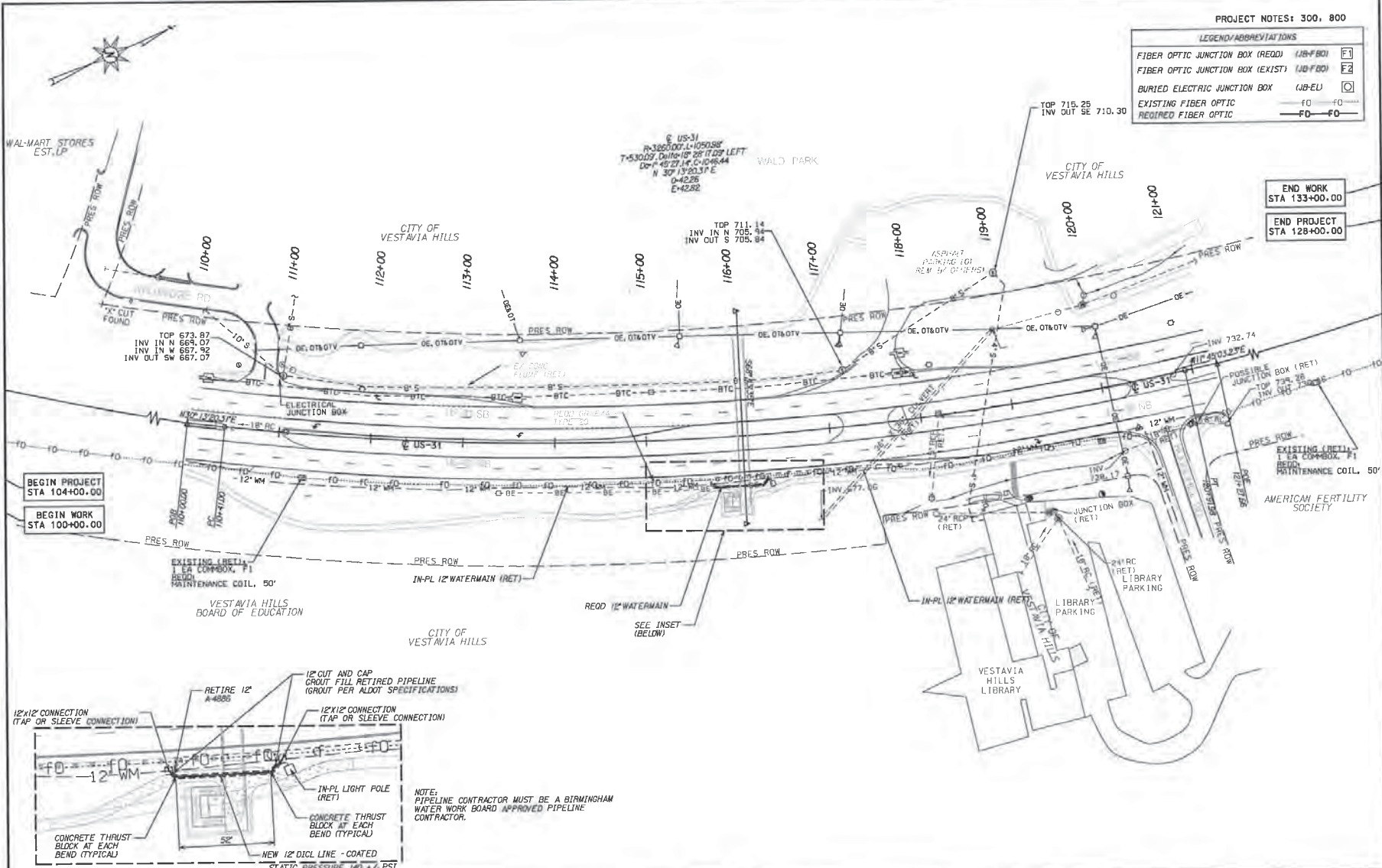
REFERENCE PROJECT NO DE-HPP-TAPB-A1241	FISCAL YEAR 2019	SHEET NO 7B
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PROJECT NOTES: 300, 800

LEGEND/ABBREVIATIONS	
FIBER OPTIC JUNCTION BOX (REDD)	(JF-FBO) E1
FIBER OPTIC JUNCTION BOX (EXIST)	(JF-FBO) E2
BURIED ELECTRIC JUNCTION BOX	(JF-EU) O
EXISTING FIBER OPTIC	FO
REQUIRED FIBER OPTIC	FO-FO

END WORK
STA 133+00.00

END PROJECT
STA 128+00.00



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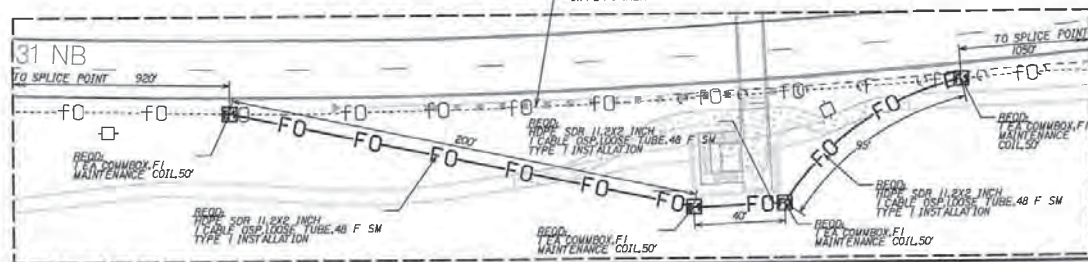
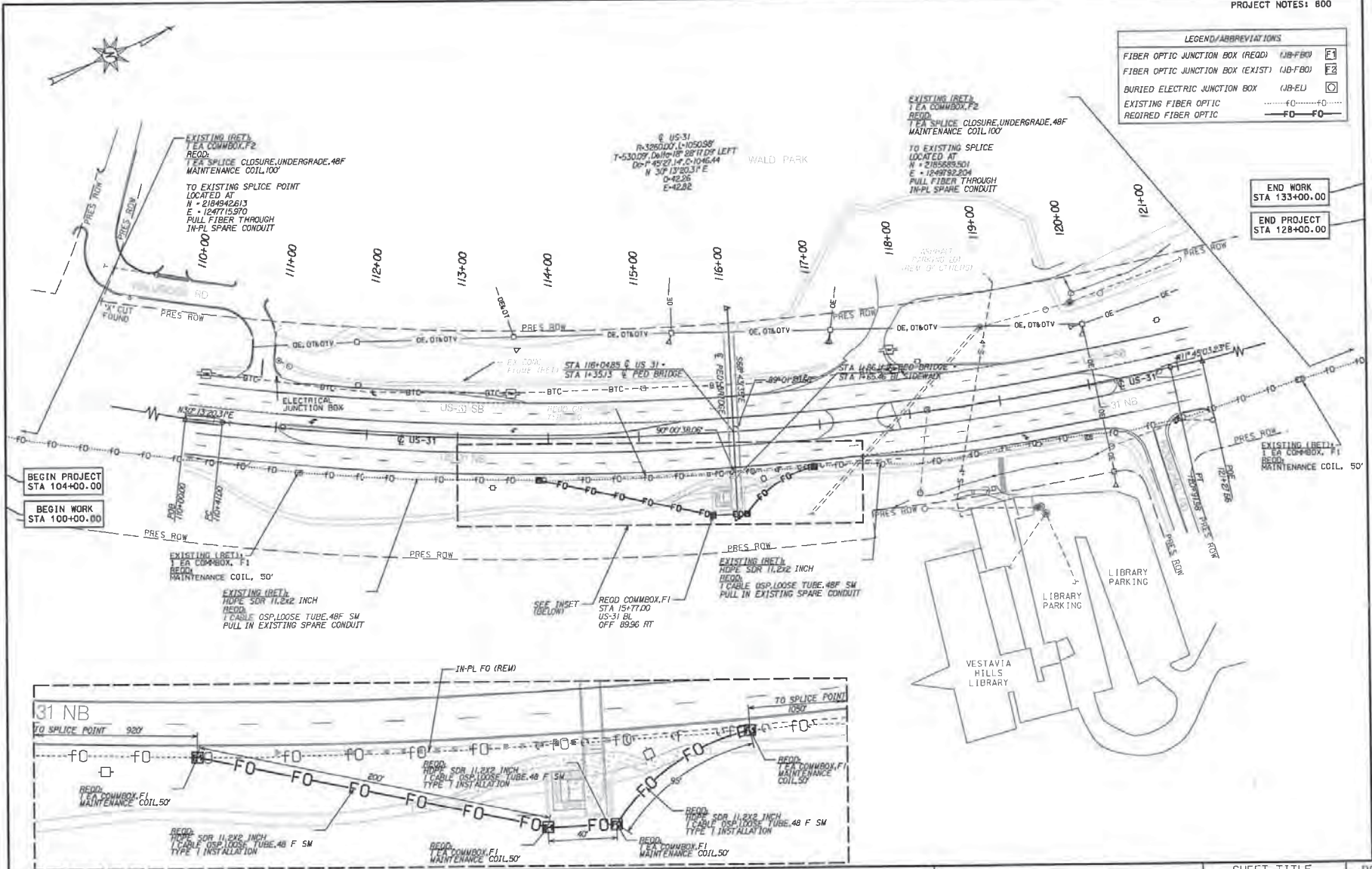
RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	50 0 50 HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			UTILITY RELOCATION (WATERMAIN)	US-31

UTILITY RELOCATION (FIBER OPTIC)

REFERENCE PROJECT NO DE-MPP-TAP9H-A24(1)	FISCAL YEAR 2019	SHEET NO 7C
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PROJECT NOTES: 800

LEGEND/ABBREVIATIONS	
FIBER OPTIC JUNCTION BOX (REQD)	(JB-FBO) E1
FIBER OPTIC JUNCTION BOX (EXIST)	(JB-FBO) E2
BURIED ELECTRIC JUNCTION BOX	(JB-EU) E3
EXISTING FIBER OPTIC	FO-----FO
REQUIRED FIBER OPTIC	FO-----FO



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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	50 0 50 HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			UTILITY RELOCATION (FIBER OPTIC)	US-31

ITS SPLICE TABLES

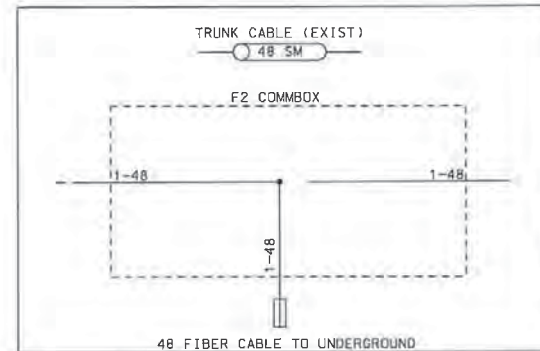
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PROJECT NOTES: 800



ITS SPLICE TABLE INDEX						
SHEET NO.	SPLICE POINT NO.	SPLICE LOCATION		SPLICE TABLE TYPE NO.	BLOCK DIAGRAM REFERENCE	
		ON STREET	AT STREET		EXISTING	FINAL
7C	SP-01	US-31	US-31	1	-	A
7C	SP-02	US-31	US-31	1	-	A

SPLICE TABLE: TYPE 1 (EXISTING 48F TO REQUIRED 48 REEL-END)								
TRUNK CABLE - 48 FIBER SM (EXISTING)				TRUNK CABLE - 48 FIBER SM (REQUIRED)				FUSION SPLICE
BUFFER TUBE		FIBER		BUFFER TUBE		FIBER		
NUMBER	COLOR	NUMBER	COLOR	NUMBER	COLOR	NUMBER	COLOR	WEST END EAST END
REEL-END - 48 SPLICE (REQUIRED)								



BLOCK A

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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			ITS SPLICE TABLES	US-31

TRAFFIC CONTROL PLAN SUMMARY & SEQUENCE SHEET

REFERENCE PROJECT NO DE-HPP-TAFBH-A1241	FISCAL YEAR 2019	SHEET NO 8
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TRAFFIC CONTROL PLAN NOTES: 700-702-704,707-712, 715-716,720-723,725,729, 732-737,739-742,744,748-749, 751-754

SIGN MOUNTING LEGEND
B - BARRICADE
D - DRUM
P - POST
T - TEMPORARY

REQUIRED CONSTRUCTION SIGNS - 740B-000

SIGN NO.	DESCRIPTION	QUANTITY	SIZE	AREA (SQ FT)	TOTAL AREA (SQ FT)	STD DWG	SPC PROJ DETAIL SHT NO	MOUNT
G20-2	END ROAD WORK	4	48"X24"	8.00	32.00	SHS-30	12,14	P
W3-4	BE PREPARED TO STOP	4	48"X48"	16.00	64.00	SHS-26	13	T
W4-2	MERGE LEFT	2	36"X36"	9.00	18.00	SHS-26	11,12,15	T
W20-1	ROAD WORK AHEAD	5	48"X48"	16.00	80.00	SHS-29	13	T
W20-1	ROAD WORK 1/2 MILE	4	48"X48"	16.00	64.00	SHS-29	12,14	P
W20-1	ROAD WORK 1500 FT	4	48"X48"	16.00	64.00	SHS-29	12,14	P
W20-1	ROAD WORK 500 FT	4	48"X48"	16.00	64.00	SHS-29	14	P
W20-5	RIGHT LANE CLOSED 1500 FT	2	48"X48"	16.00	32.00	SHS-29	11,15	T
W20-5	RIGHT LANE CLOSED 1000 FT	2	48"X48"	16.00	32.00	SHS-29	11,15	T
W20-7	FLAGGER AHEAD	4	48"X48"	16.00	64.00	SHS-29	13	T
W21-5a	RIGHT SHOULDER CLOSED 1000 FT	2	48"X48"	16.00	32.00	SHS-30		P
W21-5b	RIGHT SHOULDER CLOSED	2	48"X48"	16.00	32.00	SHS-30		P
W21-5a	LEFT SHOULDER CLOSED 1000 FT	2	48"X48"	16.00	32.00	SHS-30		P
W21-5b	LEFT SHOULDER CLOSED	2	48"X48"	16.00	32.00	SHS-30		P
R2-1	SPEED LIMIT 40	8	30"X36"	7.50	60.00	SHS-1	14	P
R9-9	SIDEWALK CLOSED	4	30"X18"	3.75	15.00	SHS-7		B
R16-3	SPEEDING FINES DOUBLED	4	48"X60"	20.00	80.00	SHS-10	12,14,15	P
R16-3A	END DOUBLED FINES	4	48"X48"	16.00	64.00	SHS-10	12,14	P
TOTAL					861.00			

SEQUENCE OF CONSTRUCTION

- PHASE 1
- INSTALL APPLICABLE TRAFFIC CONTROL DEVICES.
- PHASE 2
- COMPLETE ALL UTILITY WORK.
- PHASE 3
- CONSTRUCT BRIDGE PIER ON WEST SIDE AND BRIDGE BENTS AND TOWER ON EAST SIDE.
 - INSTALL GUARDRAIL AND OTHER HARDSCAPE ITEMS.
 - SET BRIDGE GIRDERS.
 - CONSTRUCT SIDEWALKS & REMAINING BRIDGE ITEMS.
- PHASE 4
- REMOVE TEMPORARY TRAFFIC CONTROL DEVICES.

TRAFFIC CONTROL SUMMARY OF QUANTITIES

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	STD/SPC DWG
726A-000	PORTABLE CONCRETE SAFETY BARRIERS, TYPE 6	LIN FT	200	PNJB-629
726A-001	PORTABLE CONCRETE SAFETY BARRIERS, TYPE 6-A	LIN FT	20	GTE-629
740B-000	CONSTRUCTION SIGNS	SQ FT	861	IHS-710-21, IHS-710-23
740D-000	CHANNELIZING DRUMS	EACH	80	TCD-100
740E-000	CONES (36 INCHES HIGH)	EACH	50	TCD-100
740F-002	BARRICADES, TYPE III	EACH	4	B-107-2
740M-001	BALLAST FOR CONE	EACH	50	TCD-100
741C-010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2	

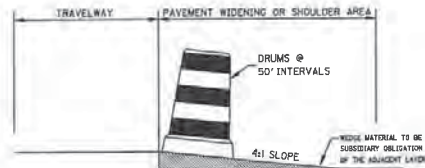
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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E		TRAFFIC CONTROL PLAN: SUMMARY OF QUANTITIES AND SEQUENCE OF CONSTRUCTION	US-31

SPECIAL PROJECT DETAIL

REFERENCE PROJECT NO DE-HPP-TAPBH-A1241	FISCAL YEAR 2019	SHEET NO 9
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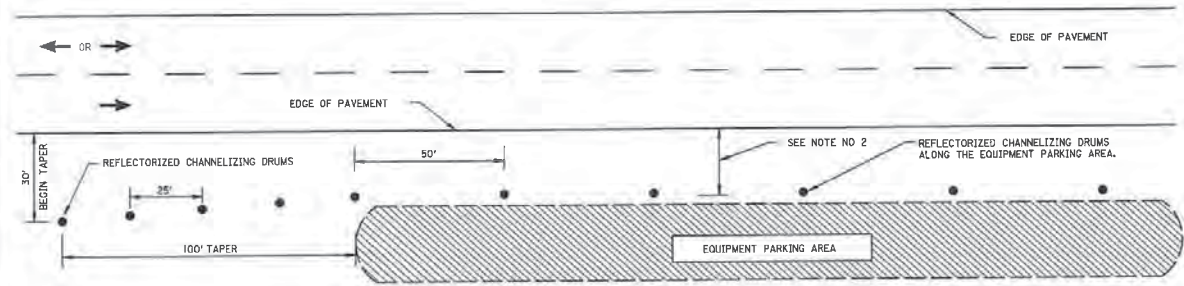


(FOR USE WHERE EXCAVATION HAS BEEN DONE, BUT WIDENING IS NOT COMPLETED BY NIGHTFALL OR WHERE PAVEMENT DROP OFF OF RESURFACING PROJECTS IS 3' OR MORE AT NIGHTFALL)

TYPICAL FOR DROP-OFF AT EDGE OF PAVEMENT

NOTE: THE CONTRACTOR IS TO CONSTRUCT A WEDGE OF UNCLASSIFIED EXCAVATION OR CRUSHED AGGREGATE BASE. THE COST OF PLACING AND REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF THE ADJACENT LAYER.

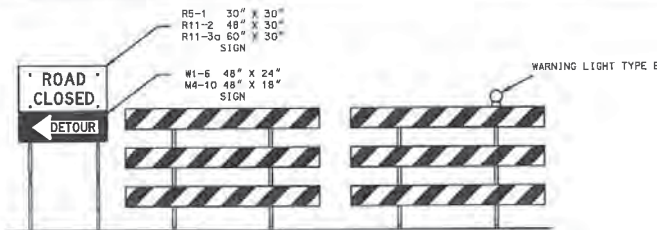
CHANNELIZING DRUMS SHALL BE PLACED AT 50 FT INTERVALS.



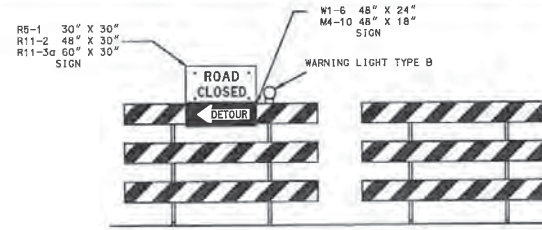
NOTES:

- SEE ALDOT'S GENERAL TRAFFIC CONTROL PLAN NOTE NO. 702.
- DRUMS TO BE AS FAR AS PRACTICAL FROM EDGE OF PAVEMENT. MINIMUM DESIRABLE DISTANCE IS 15 FEET FOR FREEWAY TYPE FACILITIES AND 10 FEET FOR OTHER FACILITIES. FOR UNUSUAL CONDITIONS, SUCH AS SPECIAL EQUIPMENT OR LIMITED AVAILABLE SPACE, DIMENSIONS LESS THAN DESIRABLE SHALL BE AS DIRECTED BY THE ENGINEER.
- ALL DEVICES TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT.

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES INSIDE OF CLEAR ZONE



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES OUTSIDE OF CLEAR ZONE

NOTES:

- SLOPE OF STRIPES ON BARRICADES SHALL BE IN ACCORDANCE WITH SECTION 6F.68 OF THE MUTCD AND DRAWING B-107-2.
- IF SIGNS ARE REQUIRED TO BE USED IN CONJUNCTION WITH TYPE III BARRICADES TO BE PLACED INSIDE THE CLEAR ZONE, THEY SHALL BE POST MOUNTED TO THE SIDE OF THE BARRICADES AS SHOWN.
- IF ROAD CLOSED OR DETOUR SIGNS ARE REQUIRED TO BE USED WITH TYPE III BARRICADES TO BE PLACED OUTSIDE THE CLEAR ZONE, THEY SHALL BE PLACED ON THE TOP OF THE BARRICADES NEAREST THE DETOUR.

-SPECIFICATIONS-
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DETAILS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, IN ANY ORGANIZATION, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION. REPRESENTATIVE AUTHORITIES TO APPROVE THIS SET, ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1600 COLLETTUM BOULEVARD
MONTGOMERY, ALA. 36102-1050

STANDARD DETAILS FOR TRAFFIC CONTROL PLANS

SPECIAL TRAINING DETAIL

DATE SHOWN: 9/8/2018

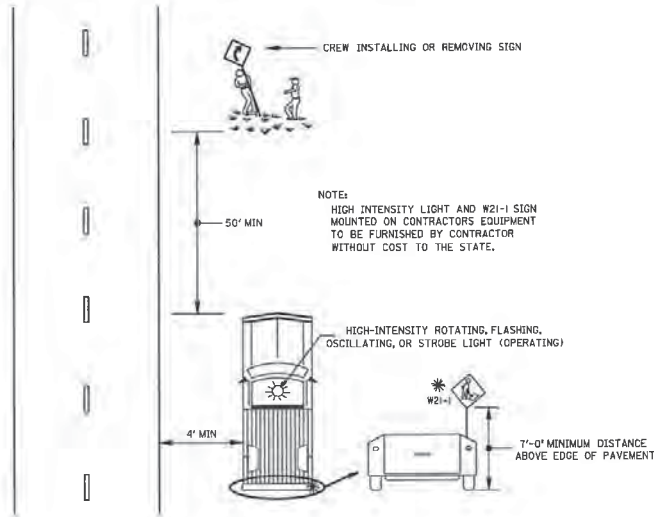
PRICE NO: 2001

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL: PS&E	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE: SPECIAL PROJECT DETAIL	ROUTE: US-31
DATE:	DATE:	DATE:					

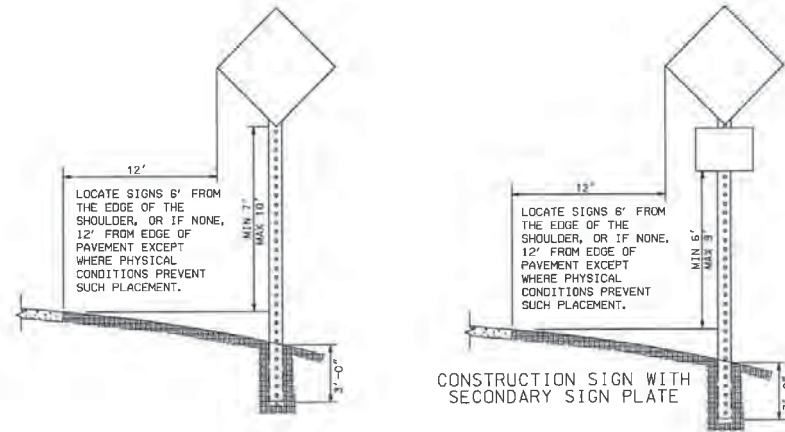
10-23-19 AM 7/8/2019
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SPECIAL PROJECT DETAIL

REFERENCE PROJECT NO. DE-HPP-TAPB-A241 1	FISCAL YEAR 2019	SHEET NO. 10
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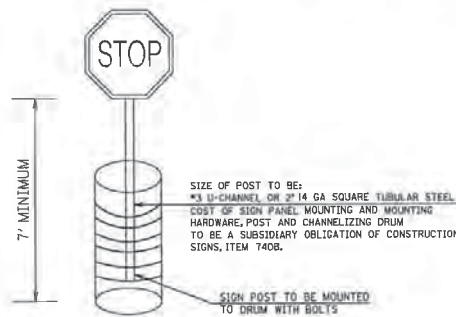


TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS



NOTE * IF THE CONTRACTOR CHOOSES TO SPLICE THE POSTS FOR THE REQUIRED POST MOUNTED CONSTRUCTION SIGNS, THEY SHALL BE SPLICED AS SHOWN ON DRAWING IHS-710-23.

HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS



DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR ANY ORGANIZATION, WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS
FOR TRAFFIC CONTROL PLANS

DRAWN BY:
DATE DRAWN 9/8/2014

SPECIAL PROJECT DETAIL

INDEX NO.
2001A

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			SPECIAL PROJECT DETAIL	US-31

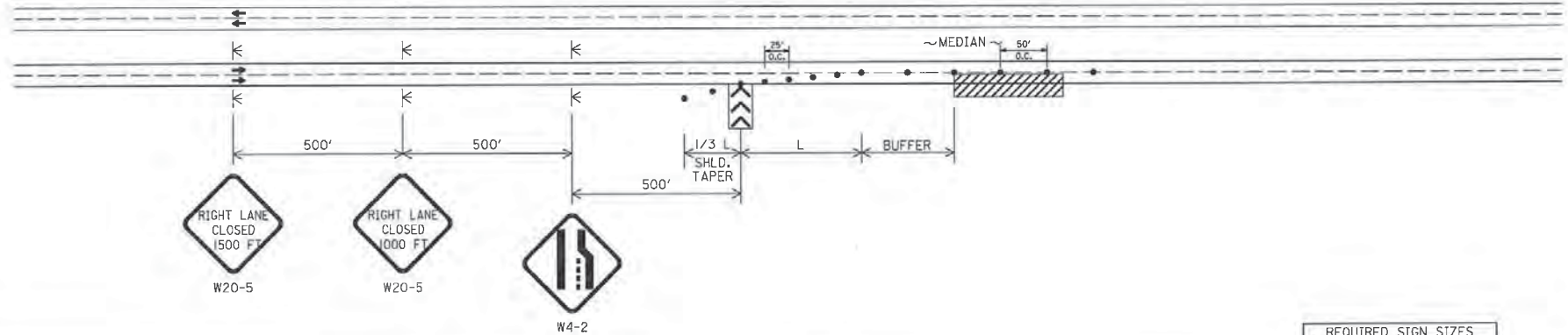
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7/8/2015

SPECIAL PROJECT DETAIL

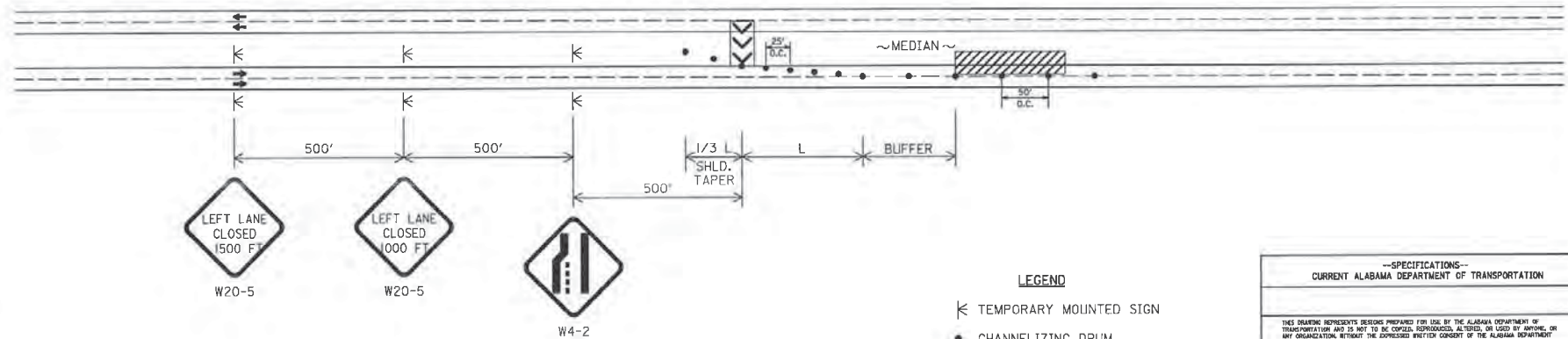
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A1241	2019	1

TYPICAL SCHEME FOR RIGHT LANE CLOSURE



REQUIRED SIGN SIZES	
W4-2	48" X 48"
W20-5	48" X 48"

TYPICAL SCHEME FOR LEFT LANE CLOSURE



GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN, UNLESS THE WORK PERIOD EXCEEDS FOUR (4) DAYS. IN SUCH CASES, THE SIGNS SHALL BE POST MOUNTED.

LEGEND

- ◀ TEMPORARY MOUNTED SIGN
- CHANNELIZING DRUM
- ▨ WORK AREA
- ▶▶ PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR ANY ORGANIZATION, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

<p>ALABAMA DEPARTMENT OF TRANSPORTATION 1403 COLLEUM BOULEVARD MONTGOMERY, AL 36103-3226</p>	<p>REGIONAL SPECIAL SERVICES</p> <p>DETAILS FOR MULTILANE DIVIDED HIGHWAY LANE CLOSURES</p>
<p>DRAWN BY: _____ DATE DRAWN: 11/18/2019</p>	<p>SPECIAL DRAWING NO. 2008 SHEET TITLE SHEET TITLE SPECIAL PROJECT DETAIL ROUTE DETAIL ROUTE</p>

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			SPECIAL PROJECT DETAIL	US-31

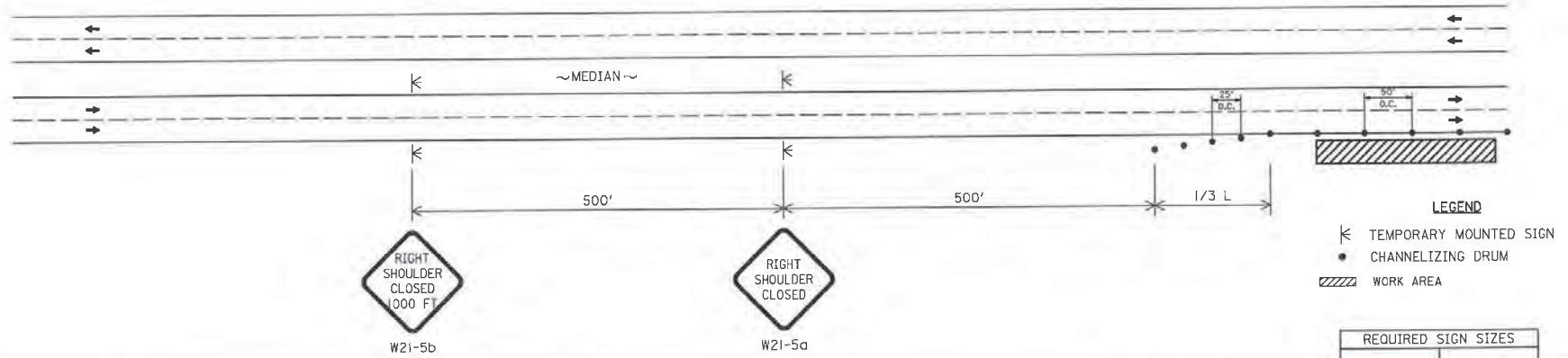
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7/8/2019

SPECIAL PROJECT DETAIL

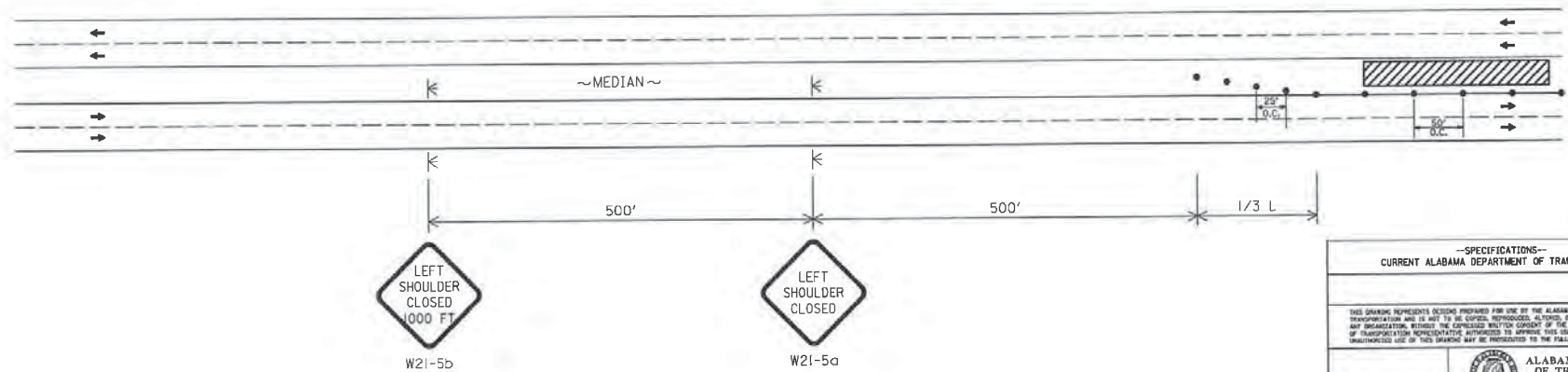
REFERENCE PROJECT NO. DE-HPP-TAPBH-11241	FISCAL YEAR 2019	SHEET NO. 12
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TYPICAL SCHEME FOR RIGHT SHOULDER CLOSURE




REQUIRED SIGN SIZES	
W21-5c	48" X 48"
W21-5b	48" X 48"

TYPICAL SCHEME FOR LEFT SHOULDER CLOSURE



--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DECISIONS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE REPRODUCED, ALTERED, OR USED BY ANY OTHER ORGANIZATION WITHOUT THE WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANY UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.


ALABAMA DEPARTMENT OF TRANSPORTATION
 4005 COLLEMAN BOULEVARD
 MONTGOMERY, AL 36117-0008

DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR FREEWAY AND INTERSTATE HIGHWAY SHOULDER CLOSURES

DRAWN BY: _____
 DATE CHECKED: 8/23/2019

SPECIAL PROJECT DETAIL

GENERAL NOTE

- ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN, UNLESS THE WORK PERIOD EXCEEDS FOUR (4) DAYS. IN SUCH CASES, THE SIGNS SHALL BE POST MOUNTED.

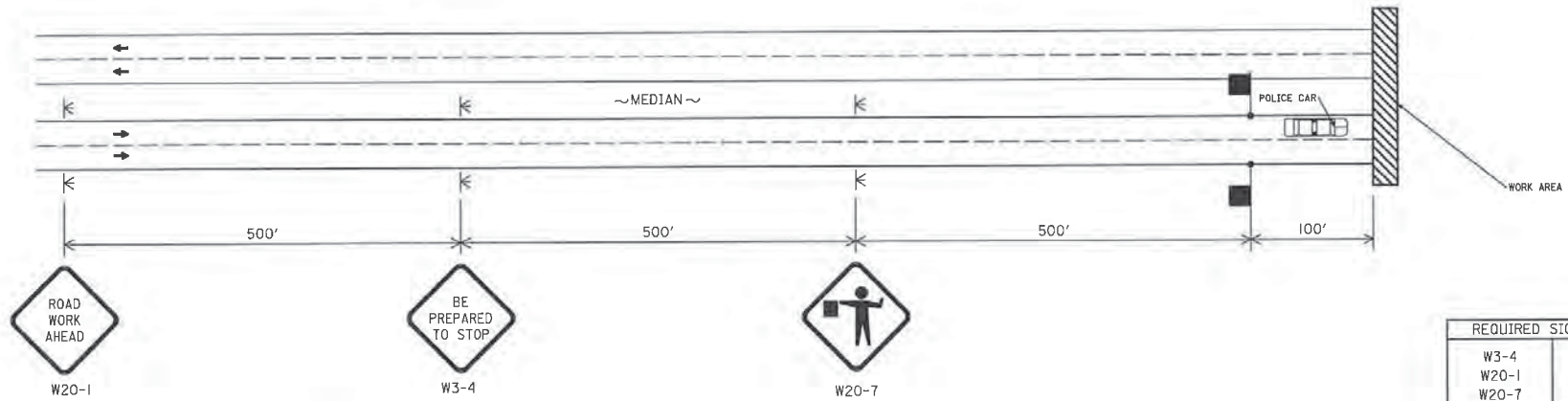
RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			SPECIAL PROJECT DETAIL	US-31

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 7/8/2019

SPECIAL PROJECT DETAIL

REFERENCE PROJECT NO DE-HPP-TAP6H-A1241 1	FISCAL YEAR 2019	SHEET NO 13
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REQUIRED SIGN SIZES	
W3-4	48" X 48"
W20-1	48" X 48"
W20-7	48" X 48"

LEGEND

- TEMPORARY MOUNTED SIGN
- FLAGGER
- WORK AREA

GENERAL NOTES

- ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN.
- THE W20-1 ROAD WORK AHEAD SIGNS WILL NOT BE REQUIRED IF ADVANCE WARNING SIGNS ARE ALREADY POST MOUNTED FOR THE PROJECT.

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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ALABAMA DEPARTMENT OF TRANSPORTATION
605 COLLEGE BOULEVARD
MONTGOMERY, AL 36104-0000

DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR TEMPORARY ROAD CLOSURE FOR MULTILANE DIVIDED OR INTERSTATE HIGHWAYS

DRAWN BY: [Signature]
DATE DRAWN: 10/13/2019

SPECIAL DRAWING NO. SPECIAL PROJECT DETAIL SHEET NO. 2020

RESPONSIBLE PE* LESLIE B. CORLETT PE	SUPERVISOR* BLAIR C PERRY PE	DESIGNER* LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE SPECIAL PROJECT DETAIL	ROUTE US-31
DATE*	DATE*	DATE*	PS&E				

corlet1
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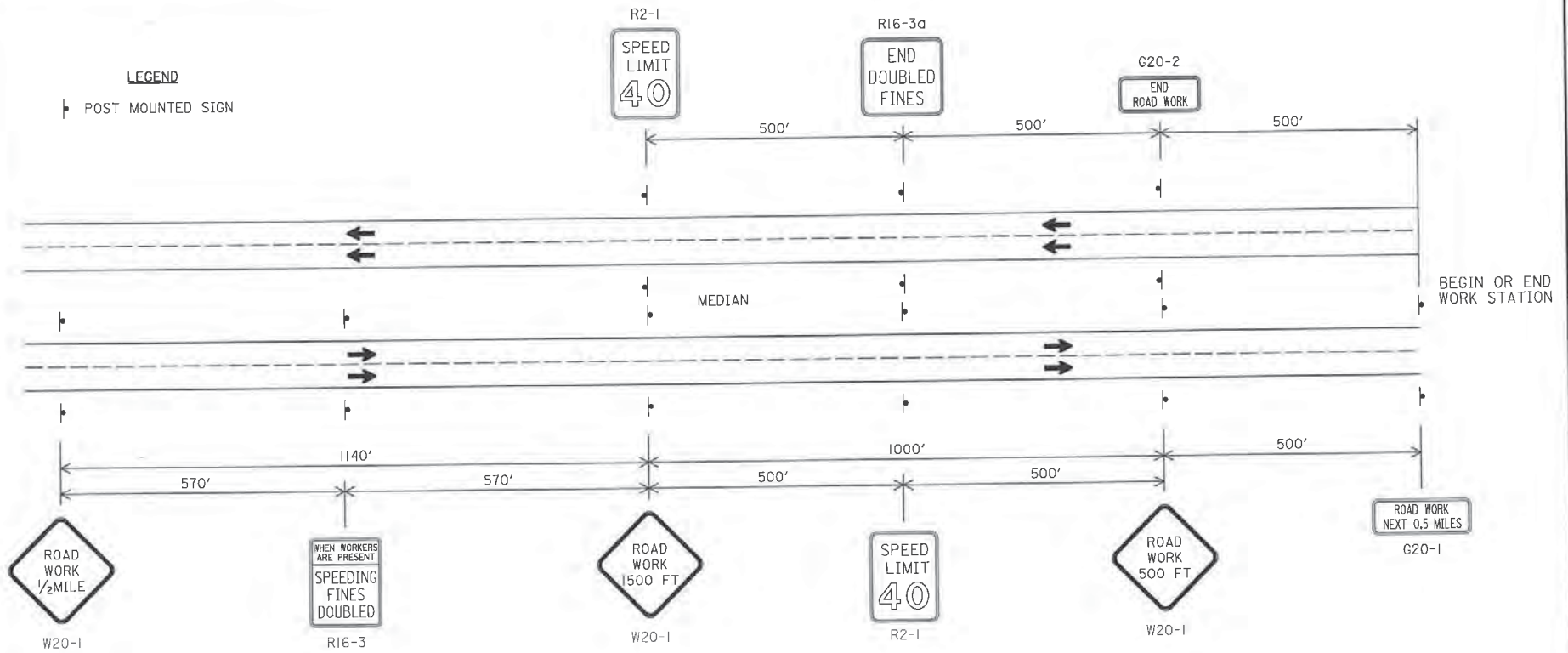
10:23:20 AM
 7/8/2019

SPECIAL PROJECT DETAIL

REFERENCE PROJECT NO DE-HPR-TAPBH- A1241 1	FISCAL YEAR 2019	SHEET NO 14
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LEGEND

POST MOUNTED SIGN



GENERAL NOTES

1. ALL SIGNS SHALL BE POST MOUNTED AS SHOWN.
2. SIGN (XX) SHALL SHOW THE POSTED SPEED ENTERING THE WORK ZONE. SIGN (ZZ) SHALL SHOW THE POSTED SPEED OUTSIDE THE WORK ZONE.

REQUIRED SIGN SIZES	
G20-1	60" X 24"
G20-2	48" X 24"
R2-1	30" X 36"
R16-3	48" X 60"
R16-3a	48" X 48"
W20-1	48" X 48"

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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ALABAMA DEPARTMENT OF TRANSPORTATION
4400 COLLEEN BOULEVARD
MONTGOMERY, AL 36106-5000

DESIGN BUREAU SPECIAL SPRING
TYPICAL PLACEMENT OF ADVANCE WARNING SIGNS FOR MULTILANE DIVIDED HIGHWAYS (NO SPEED REDUCTION)

SPECIAL PROJECT DETAIL

DATE CHG. _____

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL: PS&E	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE: SPECIAL PROJECT DETAIL	ROUTE: US-31
DATE:	DATE:	DATE:					

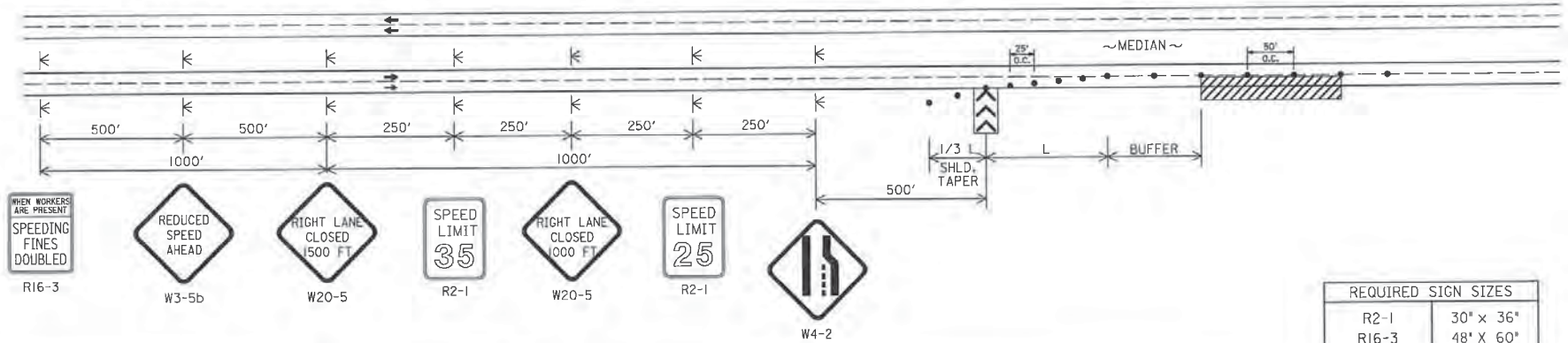
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 7/8/2019

SPECIAL PROJECT DETAIL

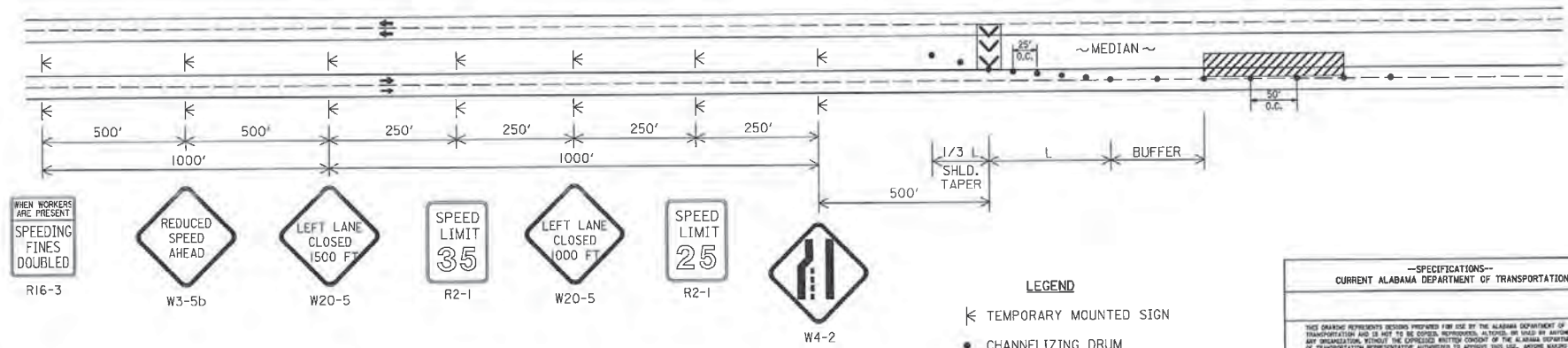
REFERENCE PROJECT NO DE-MPP-TAPBH-A1241	FISCAL YEAR 2019	SHEET NO 15
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TYPICAL SCHEME FOR RIGHT LANE CLOSURE



REQUIRED SIGN SIZES	
R2-1	30" x 36"
R16-3	48" x 60"
W3-5b	48" x 48"
W4-2	48" x 48"
W20-5	48" x 48"

TYPICAL SCHEME FOR LEFT LANE CLOSURE



GENERAL NOTES

- ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN, UNLESS THE WORK PERIOD EXCEEDS FOUR (4) DAYS. IN SUCH CASES, THE SIGNS SHALL BE POST MOUNTED.
- SIGN (XX) SHALL SHOW THE SPEED IN THE WORK ZONE. SIGN (YY) SHALL BE USED IF SPEED REDUCTION REQUIRES TWO SIGNS

- LEGEND**
- ◀ TEMPORARY MOUNTED SIGN
 - CHANNELIZING DRUM
 - ▨ WORK AREA
 - ▶▶ PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

-SPECIFICATIONS-
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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ALABAMA DEPARTMENT OF TRANSPORTATION
600 COLLEUM BULLEWARD
MONTGOMERY, AL 36103-0000

DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR MULTILANE DIVIDED HIGHWAY LANE CLOSURES (SHORT TERM OPERATIONS)

DRAWN BY: _____ DATE DRAWN: _____
SPECIAL PROJECT DETAIL SHEET NO. 2025A

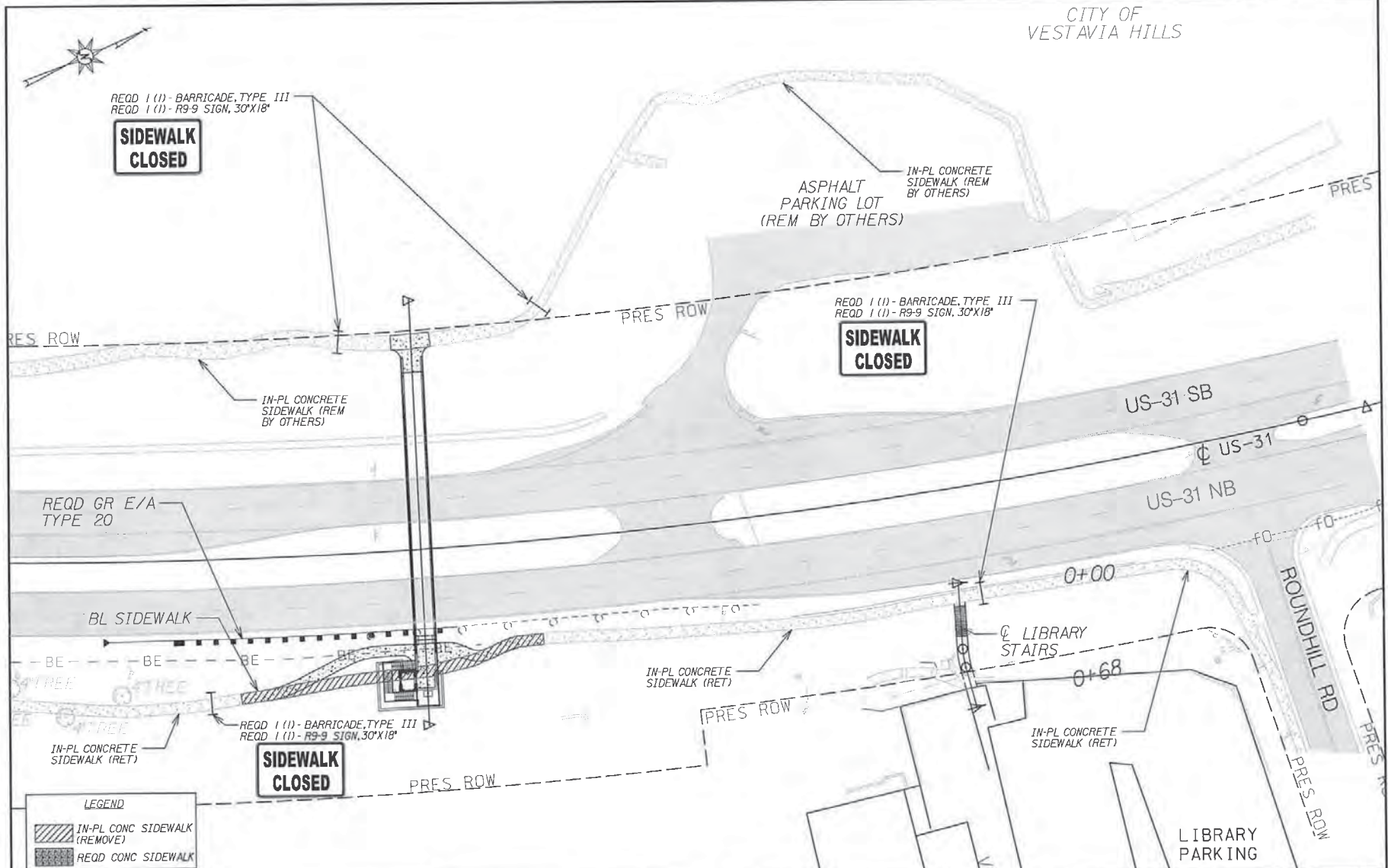
RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL: PS&E	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE: SPECIAL PROJECT DETAIL	ROUTE: US-31
DATE: _____	DATE: _____	DATE: _____	DATE: _____				

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SIDEWALK CLOSURE MAP

REFERENCE PROJECT NO DE-HFP-TAPBH-A1241	FISCAL YEAR 2019	SHEET NO 16
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CITY OF VESTAVIA HILLS



LEGEND

	IN-PL CONC SIDEWALK (REMOVE)
	REQD CONC SIDEWALK

cor161
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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			SIDEWALK CLOSURE MAP	US-31

REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
DE-HPP-TAPBH-A12411	2020	18

INDEX TO BRIDGE SHEETS

BRIDGE SHEET	SHEET TITLE
1	INDEX TO BRIDGE SHEETS, GENERAL NOTES AND ESTIMATED QUANTITIES
2	GENERAL PLAN AND ELEVATION
3	FOUNDATION LAYOUT
4	SPANS 1, 2 & 3
5	SUPERSTRUCTURE DETAILS
6	MODIFIED U BEAM DETAILS - UNIT 1 (SHEET 1 OF 2)
7	MODIFIED U BEAM DETAILS - UNIT 1 (SHEET 2 OF 2)
8	MODIFIED U BEAM DETAILS - UNIT 2 (SHEET 1 OF 2)
9	MODIFIED U BEAM DETAILS - UNIT 2 (SHEET 2 OF 2)
10	MODIFIED U BEAM DIAPHRAGM DETAILS
11	MODIFIED U BEAM DIMENSIONS & REINFORCEMENT
12	BEARING DETAILS
13	ABUTMENT 1
14	ABUTMENT 1 DETAILS
15	BENT 2
16	BENT 3
17	TEST BORING RECORD

ESTIMATED QUANTITIES

QUANTITY	UNIT	ITEM NO.	DESCRIPTION
278	CU YD	215A-000	UNCLASSIFIED BRIDGE EXCAVATION
20,253	LB	502A-001	STEEL REINFORCEMENT (GRADE 60)
1	LUMP SUM	502B-000	STEEL REINFORCEMENT FOR BRIDGE SUPERSTRUCTURE, STA. 0+38.97 TO STA. 2+20.20, APPROX. 8,926 LB
14	EACH	505G-004	PILE POINTS (TYPE A, 14")
* 176	LIN FT	505H-000	PILOT HOLES
120	LIN FT	505M-004	STEEL PILING FURNISHED AND DRIVEN (HP 14X73)
56	LIN FT	505M-012	STEEL PILING FURNISHED AND DRIVEN (HP 14X89)
367	LB	508A-000	STRUCTURAL STEEL
1	LUMP SUM	510C-051	BRIDGE CONCRETE SUPERSTRUCTURE, STA. 0+38.97 TO STA. 2+20.20, APPROX. 50 CUMYD
30	CU YD	510A-007	BRIDGE SUBSTRUCTURE CONCRETE
74	CU YD	510G-000	MASS BRIDGE SUBSTRUCTURE CONCRETE
1	EACH	513D-001	PRETENSIONED-PRESTRESSED CONCRETE GIRDERS, MODIFIED FLORIDA U BEAM, 8'-1" WIDE BY 54" DEEP BY 143'-11/2" LONG
1	EACH	513D-002	PRETENSIONED-PRESTRESSED CONCRETE GIRDERS, MODIFIED FLORIDA U BEAM, 8'-1" WIDE BY 54" DEEP BY 36'-0 1/2" LONG

NOTES:

- STEEL REINFORCEMENT SHALL CONFORM TO ASTM A 615, GRADE 60.
 - ALL STEEL PILING SHALL BE DRIVEN TO REFUSAL AS DEFINED IN THE STANDARD SPECIFICATIONS.
 - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIME DURING CONSTRUCTION. INCLUDE THE COST IN THE OVERALL BID SUBMITTED.
 - PILES SHALL BE DRIVEN A MINIMUM OF 10 FEET BELOW THE BOTTOM OF FOOTINGS.
- * PREDRILLING IS REQUIRED FOR ALL PILE INSTALLATIONS.

BRIDGE GENERAL NOTES:

- ① 2018 ② 2016, 2018, 90 PSF
 ③ ⑤ ABUT. NO. 1 - 65 TONS (SERVICE)
 BENT NO. 2 - 130 TONS (SERVICE)
 BENT NO. 3 - 60 TONS (SERVICE)
- ⑪ ⑬ ⑯ ⑰ ⑲
 ⑳ ㉓ ㉔ ㉕

REQUIRED

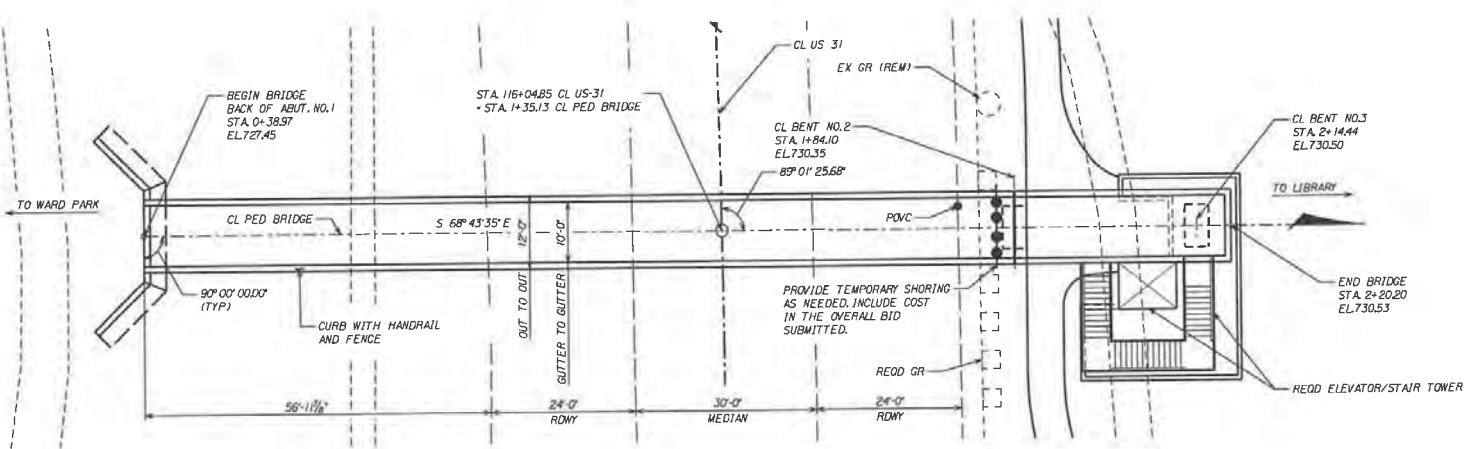
- REINFORCED CONCRETE ABUTMENT ON STEEL PILING AS PER BRIDGE SHEET NOS. 13-14
- REINFORCED CONCRETE BENTS ON STEEL PILING AS PER BRIDGE SHEET NOS. 15-16
- 145'-11/2" MODIFIED FLORIDA (54") PRESTRESSED U BEAM WITH INTEGRAL TOP FLANGE AS PER BRIDGE SHEET NOS. 67 & 10-11
- 36'-11/2" MODIFIED FLORIDA (54") PRESTRESSED U BEAM WITH INTEGRAL TOP FLANGE AS PER BRIDGE SHEET NOS. 9-11

BRIDGE SPECIAL PROJECT DRAWING

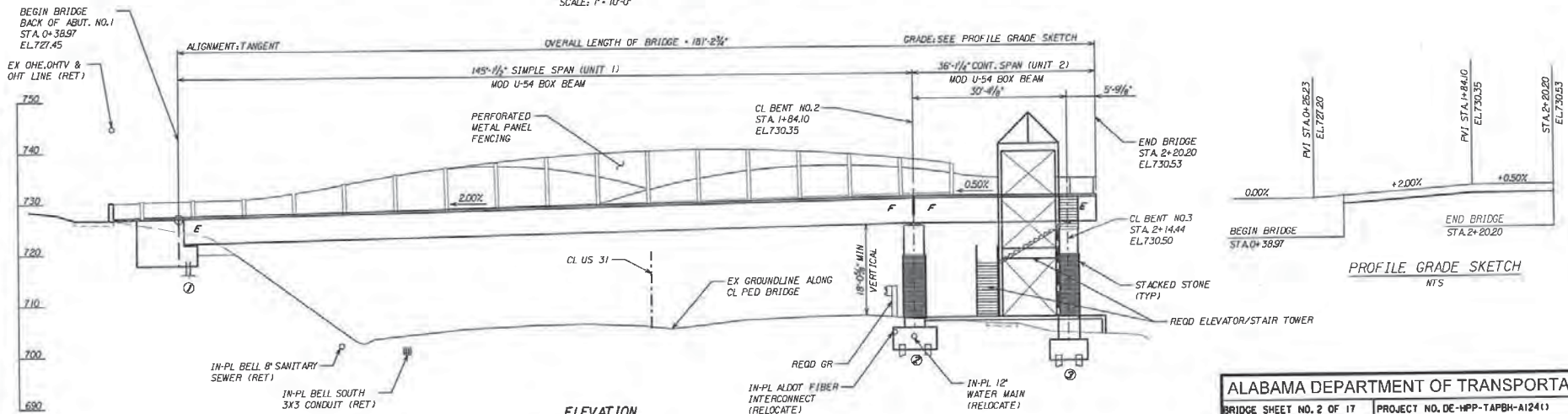
STANDARD BRIDGE NOTES	BRIDGE SPECIAL PROJ.DWG.NO.SBH-1
BRIDGE STANDARD DETAILS	BRIDGE SPECIAL PROJ.DWG.NO.SBD-1

BRIDGE ENGINEER DATE	THESE DRAWINGS REPRESENT DESIGNS PREPARED FOR US BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND ARE NOT TO BE COPIED, REPRODUCED, ALTERED OR USED BY ANYONE OR ANY ORGANIZATION WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE SUCH USE. ANYONE MAKING UNAUTHORIZED USE OF THESE DRAWINGS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.	ALABAMA DEPARTMENT OF TRANSPORTATION	
		BRIDGE SHEET NO. 1 OF 17	PROJECT NO. DE-HPP-TAPBH-A12411
Gresham Smith 3595 Grandview Parkway, Suite 300 Birmingham, AL 35243 (205) 298 9200		REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97 JEFFERSON COUNTY
INDEX TO BRIDGE SHEETS, GENERAL NOTES AND ESTIMATED QUANTITIES		ESTIMATED QUANTITIES DESIGNED BY YL	DRAWN BY YL
B14 XXXX		COMPUTED BY YL	CHECKED BY TOT
		VERIFIED BY WAE	DATE CHECKED: 06/20/2019 10:43:28 AM

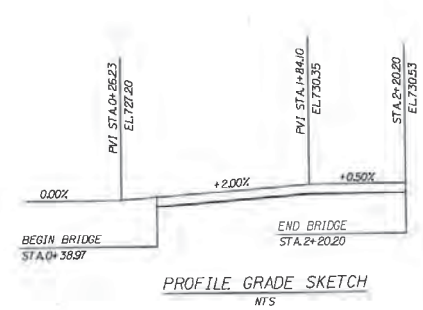
REFERENCE PROJECT NUMBER DC-HPP-TAPBH-A1241	FISCAL YEAR 2020	SHEET NUMBER 18A
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PLAN
SCALE: 1" = 10'-0"



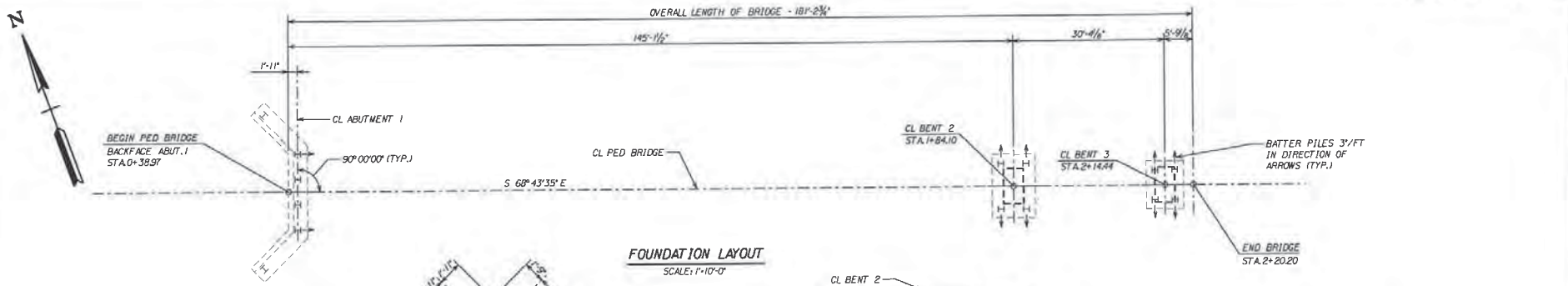
ELEVATION
SCALE: 1" = 10'-0"



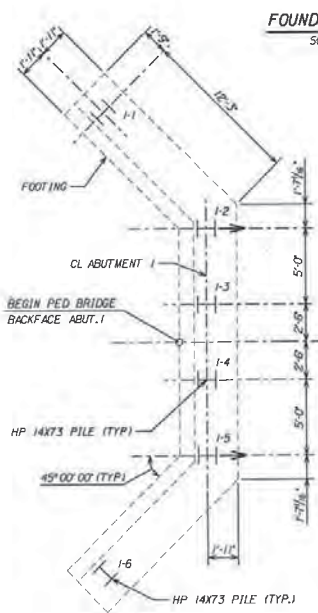
Gresham Smith
3595 Grandview Parkway, Suit 300
Birmingham, AL 35243
(205) 298 9200

ALABAMA DEPARTMENT OF TRANSPORTATION	
BRIDGE SHEET NO. 2 OF 17	PROJECT NO. DE-HPP-TAPBH-A1241
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
	JEFFERSON COUNTY
	GENERAL PLAN & ELEMENT
ESTIMATED QUANTITIES DESIGNED BY: YL	DRAWN BY: YL
COMPUTED BY: NA	CHECKED BY: TCT
DATE: 06/20/19	DATE DRAWN: 06/20/19
VERIFIED BY: NA	DATE CHECKED: 06/20/19
BIN: XXXX	

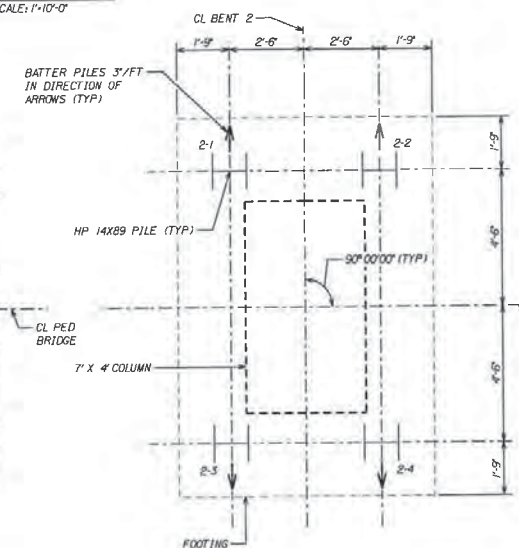
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PROJECT NUMBER	1220	100
DC-HP-14PBH-A12411		



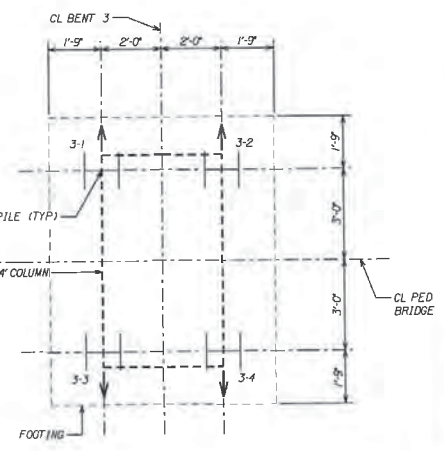
- NOTES:**
1. ALL PILE SPACING SHOWN AT TOP OF PILES.
 2. ALL PILE LENGTHS INCLUDE THE EFFECT OF BATTER, IF APPLICABLE.
 3. FOR GEOTECHNICAL INFORMATION SEE GEOTECHNICAL REPORT.
 4. TOTAL PILE LENGTH QUANTITIES ON BRIDGE SHEET 1 ARE CALCULATED USING ESTIMATE PILE TIP ELEVATION AND EVEN PILE LENGTH.
 5. PILES SHALL BE DRIVEN TO REFUSAL.



FOUNDATION LAYOUT
SCALE: 1/4" = 1'-0"



BENT 2
SCALE: 1/2" = 1'-0"



BENT 3
SCALE: 1/2" = 1'-0"

PILE DATA								
ABUT. NO. OR BENT NO.	PILE NO.	PILE SIZE	SERVICE LOAD (TONS)	CUT-OFF ELEV. (FT.)	EST. PILE TIP ELEV. (FT.)	NO. OF BATTERED PILING	NO. OF VERTICAL PILING	EST. PILE LENGTH (FT.)
1	1-1	HP 14x73	65	719.19	708.00	-	1	12
	1-2	HP 14x73	65	719.19	708.00	-	1	12
	1-3	HP 14x73	65	719.19	708.00	-	1	12
	1-4	HP 14x73	65	719.19	708.00	-	1	12
	1-5	HP 14x73	65	719.19	708.00	-	1	12
	1-6	HP 14x73	65	719.19	708.00	-	1	12
2	2-1	HP 14x89	130	701.34	689.00	1	-	14
	2-2	HP 14x89	130	701.34	689.00	1	-	14
	2-3	HP 14x89	130	701.34	689.00	1	-	14
	2-4	HP 14x89	130	701.34	689.00	1	-	14
3	3-1	HP 14x73	60	697.00	685.00	1	-	12
	3-2	HP 14x73	60	697.00	685.00	1	-	12
	3-3	HP 14x73	60	697.00	685.00	1	-	12
	3-4	HP 14x73	60	697.00	685.00	1	-	12

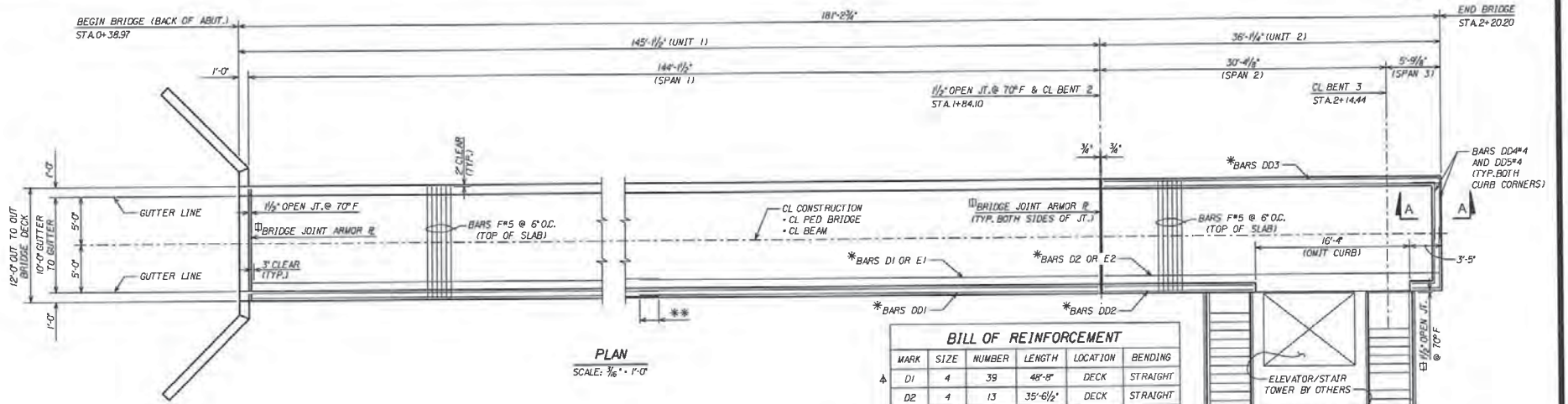
ABUTMENT 1
SCALE: 1/4" = 1'-0"

LEGEND
— HP PILE

Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, AL 35243
(205) 298-9200

ALABAMA DEPARTMENT OF TRANSPORTATION
BRIDGE SHEET NO. 3 OF 17
PROJECT NO. DE-HP-14PBH-A12411
PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
JEFFERSON COUNTY
FOUNDATION LAYOUT
ESTIMATED QUANTITIES DESIGNED BY: YL DRAWN BY: RON
COMPUTED BY: NA CHECKED BY: TOT DATE DRAWN: 05/2019
VERIFIED BY: NA DATE CHECKED: 08/2019 SCALE AS SHOWN
BIN: XXXX

REFERENCE PROJECT NUMBER	FISCAL YEAR	DRAWN BY
06-HPP-14790-A12A11	2020	INC

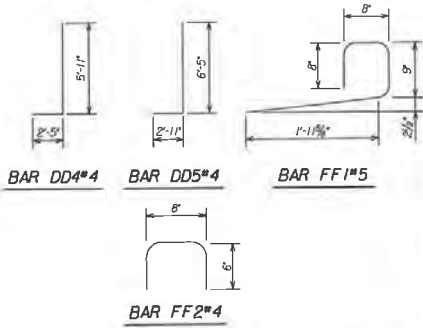


PLAN
SCALE: 3/16" = 1'-0"

BILL OF REINFORCEMENT					
MARK	SIZE	NUMBER	LENGTH	LOCATION	BENDING
Δ D1	4	39	48'-8"	DECK	STRAIGHT
D2	4	13	35'-6 1/2"	DECK	STRAIGHT
Δ DD1	4	12	48'-8"	DECK	STRAIGHT
DD2	4	2	15'-9 3/8"	DECK	STRAIGHT
DD3	4	2	35'-6 1/2"	DECK	STRAIGHT
DD4	4	4	8'-4"	DECK	SEE DIAG.
DD5	4	4	9'-4"	DECK	SEE DIAG.
Δ E1	5	18	48'-11"	DECK	STRAIGHT
E2	5	6	35'-6 1/2"	DECK	STRAIGHT
F	5	362	11'-8"	DECK	STRAIGHT
FF1	5	362	4'-1 1/2"	DECK	SEE DIAG.
FF2	4	11	1'-8"	DECK	SEE DIAG.

ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
502B000, STEEL REINFORCEMENT SUPERSTRUCTURE	LB	9214
510C051, BRIDGE SUPERSTRUCTURE CONCRETE	CUYD	50

MIN 28 DAY'S STRENGTH - 6,000 PSI



NOTES

- * 1. FOR LONGITUDINAL REINFORCEMENT LAYOUT SEE TYPICAL SECTION.
2. FOR BEAM DETAILS SEE BRIDGE SHEETS 6 THRU 12.
- Φ 3. FOR DETAILS SEE ARCHITECTURAL PLANS.
- 4. FOR DETAILS SEE BRIDGE SHEET 5.
- * * 5. SPLICE BARS TYPE D1, TYPE DD1, TYPE DD4, TYPE DD5 AND TYPE E1 30 DIA. MIN.
- Δ 6. AT THE CONTRACTOR'S OPTION, AN ALTERNATE LAYOUT FOR BARS D, DD, AND E THAT MAKES USE OF STOCK BAR LENGTHS MAY BE SUBMITTED TO THE BRIDGE ENGINEER FOR APPROVAL.
- Δ Δ 7. CONTRACTOR SHALL COORDINATE WITH FENCE PANEL SUPPLIER FOR POST ANCHORAGE SYSTEM TO BE USED. PROVIDE SHOP DRAWING FOR THE PROPOSED ANCHOR SYSTEM AND LOCATION OF POST. USE OF CHEMICAL ADHESIVE ANCHORS WILL NOT BE ALLOWED.

FINISH GRADE ELEVATION TABLE				
	BEGIN BRIDGE FACE DECK JOINT	CL BENT 2	CL BENT 3	END BRIDGE
CL BRIDGE	727.47	730.35	730.50	730.53

ALABAMA DEPARTMENT OF TRANSPORTATION

BRIDGE SHEET NO. 4 OF 17

PROJECT NO. DE-HPP-TAPBH-A12(1)

REVISIONS

PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97

JEFFERSON COUNTY

SPANS NO. 1, 2, & 3

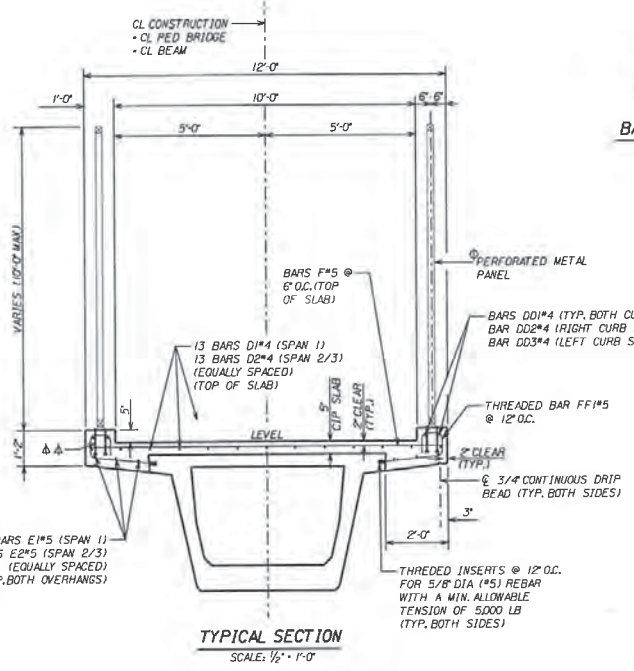
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COMPUTED BY: [] CHECKED BY: [] DATE DRAWN: 06/2019

VERIFIED BY: [] DATE CHECKED: 06/2020 SCALE AS SHOWN

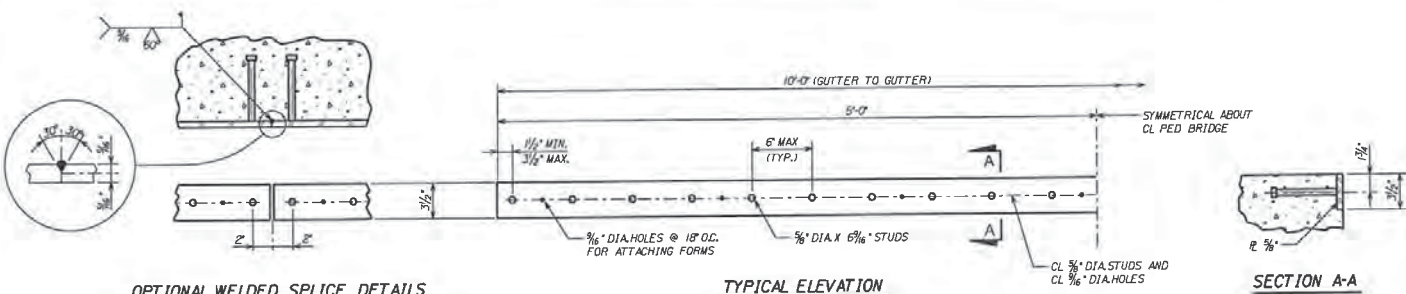
Gresham Smith

Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, AL 35243
(205) 298-3200



TYPICAL SECTION
SCALE: 1/2" = 1'-0"

REFERENCE:	FISCAL YEAR:
PROJECT NUMBER:	SYMBOL NUMBER:
PC-NUM-TAPBH-A1241	2020
	10



OPTIONAL WELDED SPlice DETAILS

NOTE: WHERE A WELDED SPlice IS USED, PLACE ONE STUD 2" EACH SIDE OF THE WELDED SPlice CL AS SHOWN.

A FULL PENETRATION GROOVE WELD SHALL BE USED FOR SHOP WELDED SPlices.

TYPICAL ELEVATION

BRIDGE JOINT ARMOR PLATE

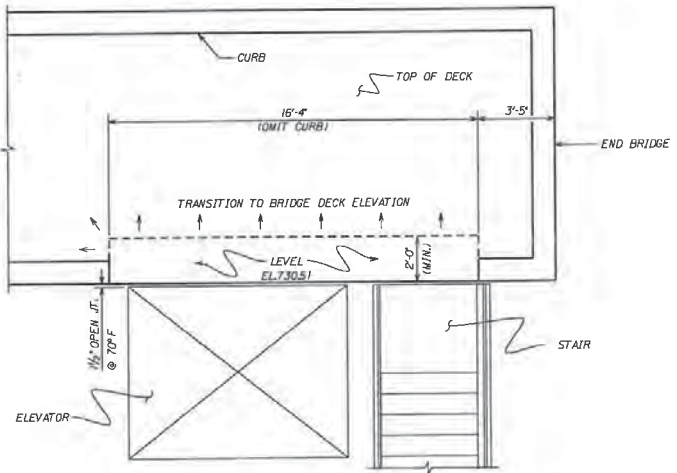
N.T.S.

SECTION A-A

NOTE: ANY BURRS ON WALKWAY EDGE OF R SHALL BE GROUND SMOOTH.

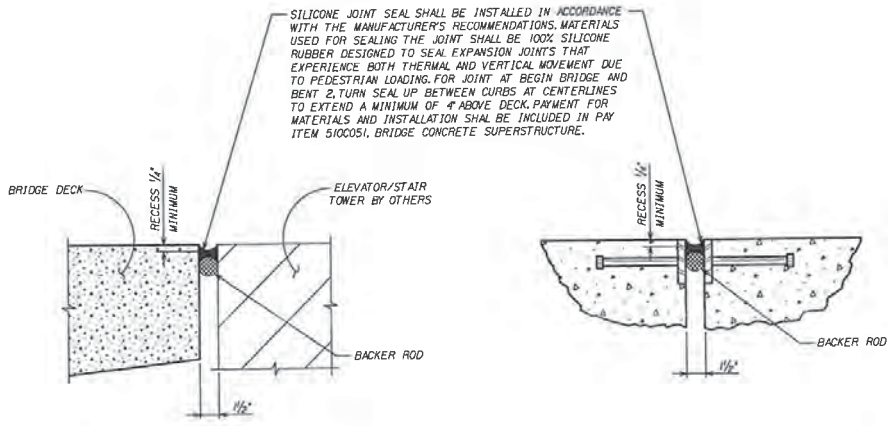
BRIDGE JOINT ARMOR PLATE NOTES

1. ARMOR PLATES SHALL BE GALVANIZED ACCORDING TO AASHTO M111.
2. THE ARMOR PLATE SHALL BE RETURNED TO THE FABRICATION SHOP FOR INSPECTION AFTER GALVANIZATION.
3. AREAS WHICH ARE TO BE WELDED AFTER GALVANIZATION SHALL HAVE THE GALVANIZATION REMOVED PRIOR TO WELDING.
4. IF THE FIELD SPlice IS WELDED, COLD GALVANIZATION SHALL BE USED TO REPAIR THESE AREAS AND ANY DAMAGED AREAS.
5. SHOP DRAWINGS AS REQUIRED BY AASHTO STANDARD SPECIFICATIONS FOR PAY ITEM 508A ARE REQUIRED FOR BRIDGE JOINT ARMOR PLATE.
6. STEEL FOR ARMOR PLATES SHALL BE GRADE 36 OR BETTER. PAYMENT FOR ARMOR PLATE AND STUDS SHALL BE INCLUDED IN PAY ITEM 508A000, LBS. STRUCTURAL STEEL.



ELEVATOR AND STAIR LANDING

SCALE: 3/8" = 1'-0"



ELEVATOR AND STAIR LANDING JOINT SEAL DETAIL

N.T.S.

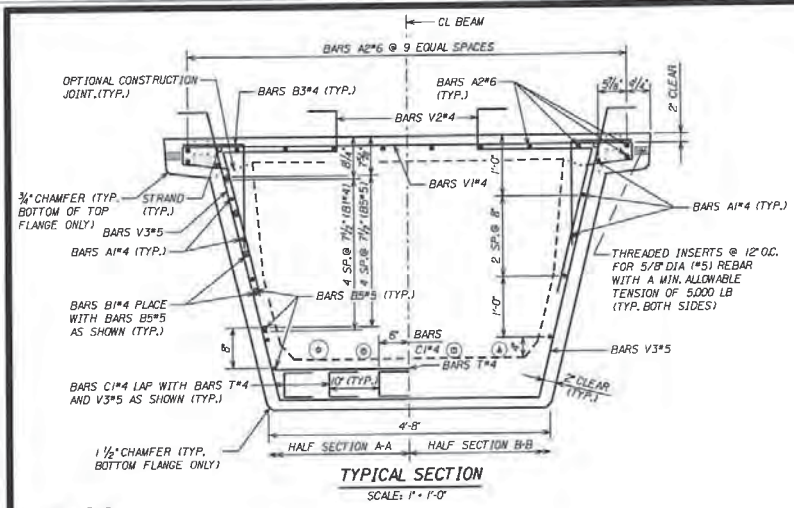
BRIDGE JOINT SEAL DETAIL

N.T.S.

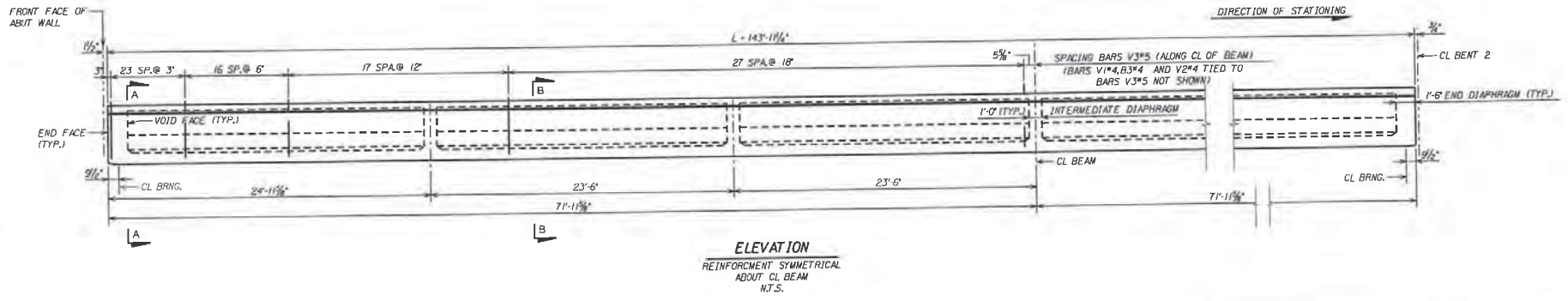
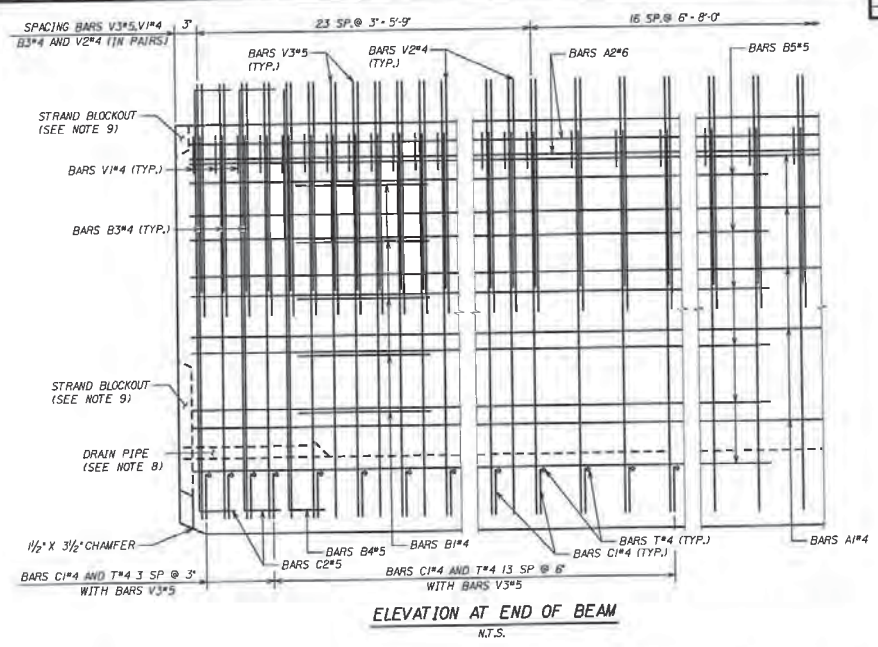
Gresham Smith
 Gresham Smith
 3595 Grandview Parkway, Suite 300
 Birmingham, AL 35243
 (205) 298 9200

ALABAMA DEPARTMENT OF TRANSPORTATION	
BRIDGE SHEET NO. 5 OF 17	PROJECT NO. DE-HPP-TAPBH-A1241
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
	JEFFERSON COUNTY
SUPERSTRUCTURE DETAILS	
ESTIMATED QUANTITIES	DESIGNED BY: MNE DRAWN BY: MNE
COMPUTED BY: NA	CHECKED BY: TOT DATE DRAWN: 06/2019
VERIFIED BY: NA	DATE CHECKED: 06/2019 SCALE: AS SHOWN
BIN: XXXX	

REFERENCE	PROJECT NUMBER	YEAR	ISSUED
DE-HPP-TAPBH-A124(1)	2020		



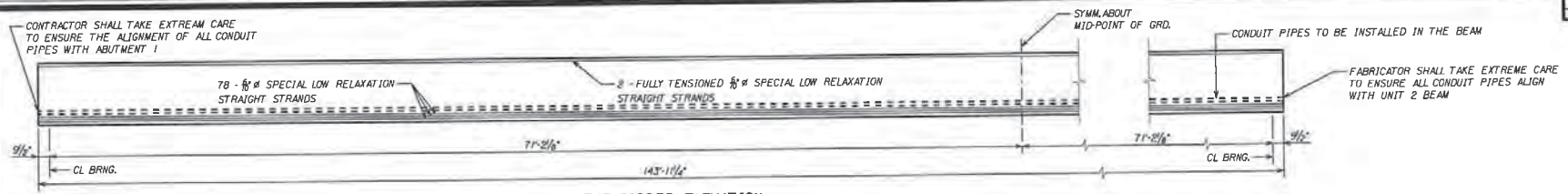
- LEGEND**
- ⊕ # POWER CONDUIT
 - ⊞ # TELECOM CONDUIT
 - ▲ 3\"/>



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ALABAMA DEPARTMENT OF TRANSPORTATION			
BRIDGE SHEET NO. 6 OF 17	PROJECT NO. DE-HPP-TAPBH-A124(1)		
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97		
	JEFFERSON COUNTY		
	MODIFIED U BEAM DETAILS - UNIT 1 (SHEET 1 OF 21)		
ESTIMATED QUANTITIES	DESIGNED BY: TL	DRAWN BY: RDR	
COMPUTED BY: NA	CHECKED BY: TOT	DATE DRAWN: 06/20/19	
VERIFIED BY: NA	DATE CHECKED: 06/20/19	SCALE: AS SHOWN	
BIN: XXXX			

REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
DE-HPP-TAPBH-A124(1)	2020	18



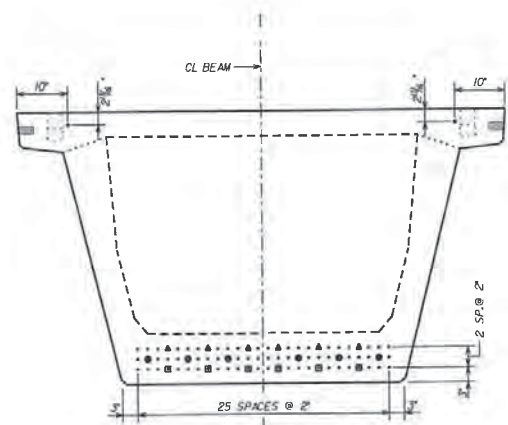
TYP. GIRDER ELEVATION
N.T.S.

NOTES:

- ALL BAR BEND DIMENSIONS ARE OUT-TO-OUT.
- CONCRETE COVER: 2 INCHES MINIMUM, UNLESS OTHERWISE NOTED.
- MAXIMUM AGGREGATE SIZE IS A NO. 67.
- CONCRETE FACE MAY BE SLOPED WITH A MAXIMUM 1:24 DRAFT TO FACILITATE FORMWORK REMOVAL.
- TIE BARS V3 TO THE FULLY BONDED STRANDS IN THE BOTTOM ROW.
- PLACE 2 1/2" NPS X 5' PVC SCH 40 SAFETY SLEEVE WITH CAP IN TOP FLANGE AS SHOWN IN TYPICAL SECTION. SAFETY SLEEVES SHALL BE PLACED ON 8'-0" (MAX.) CENTERS. SHIFT BARS.
- INTERMEDIATE DIAPHRAGMS MUST BE CAST AND CONCRETE RELEASE STRENGTH OBTAINED PRIOR TO REMOVING THE BEAM FROM CASTING BED.
- PLACE DRAIN PIPES ADJACENT TO EACH WEB AT EACH BEAM END (FOUR DRAINS PER BEAM).
 - DRAIN PIPE: 2" NPS SCHEDULE 80 PVC.
 - COVER, WRAP AND SECURE WIRE SCREEN AROUND THE END OF THE PIPE PRIOR TO CASTING. EXTEND SCREEN A MINIMUM OF 1' DOWN THE PIPE SIDES.
 - PROVIDE REMOVABLE PIPE PLUGS DURING CASTING. REMOVE PLUGS FROM THE INSIDE OF PIPES AFTER CASTING.

- PROTECTION OF STRANDS:
 - PROVIDE A 2" DEEP RECESS AROUND ALL STRANDS (INCLUDING DORMANT) OR STRAND GROUPS. EXTEND THE RECESSED BLOCKOUT TO THE WEB FACE AND BOTTOM OF THE FLANGE FOR THE BOTTOM ROW OF STRANDS.
 - AFTER DETENSIONING, CUT STRANDS 1/2" FROM RECESSED SURFACE AND FILL THE BLOCKOUT TO PROTECT STRANDS WITH APPROVED EPOXY COATING.
- USE OF STAY-IN-PLACE METAL DECK FORMS INSIDE THE BEAMS IS PERMITTED.
- BEAM ANCHORAGE DETAILS (SEE SHEET 12) SHALL BE COMPLETED AND SECURED TO SUBSTRUCTURE PRIOR TO DECK PLACEMENT.
- AT CONTRACTORS OPTION THE BEAM MAY BE CAST IN TWO SEPARATE POURS. BOTH POURS SHALL OBTAIN THE MINIMUM CONCRETE RELEASE STRENGTH BEFORE DETENSIONING.
- COST OF THREADED BARS AND INSERTS SHALL BE INCLUDED IN PAY ITEM 5130001 AND 5130002.
- TOPS OF BEAM SHALL BE ROUGH FLOATED AT APPROXIMATELY THE TIME OF INITIAL SETTING. THE TOP SHALL BE SCRUBBED TRANSVERSELY WITH A COARSE BRUSH TO REMOVE ALL LAITANCE AND TO PRODUCE A ROUGHENED SURFACE FOR BONDING TO THE SLAB. ROUGHENED SURFACE SHALL HAVE AN AMPLITUDE OF APPROXIMATELY 1/4". CONCRETE FINS OR PROJECTIONS SHALL BE REMOVED TO PRODUCE A VERTICAL FACE AT THE EDGE OF THE BEAM.

- PRESTRESSING STRANDS SHALL BE 1/8" DIAMETER LOW RELAXATION WITH AN ULTIMATE TENSILE STRENGTH OF 270,000 PSI.
- THE CONCRETE IN THE PRECAST BEAMS SHALL HAVE A MINIMUM OF 7,500 PSI COMPRESSIVE STRENGTH PRIOR TO RECEIVING PRESTRESSING FORCE AND A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 10,000 PSI.
- BEAM ENDS SHALL BE VERTICAL IN THE FINAL ERECTED POSITION.
- UNLESS OTHERWISE SHOWN, STIRRUPS AND CONFINEMENT STEEL SHALL TIED AGAINST PRESTRESSING STRANDS TO PROVIDE A MINIMUM OF 1" CONCRETE COVER.

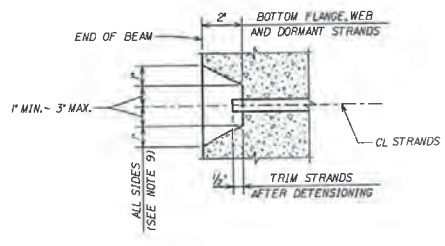


STRAND DESCRIPTION: USE 0.60" DIAMETER, GRADE 270, LOW RELAXATION CARBON STEEL STRANDS STRESSED AT 439 KIPS EACH. AREA PER STRAND EQUALS 0.217 SQ. IN.

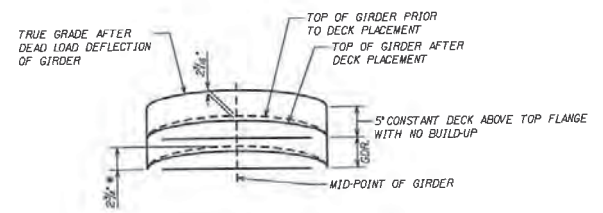
STRAND PATTERN
SCALE: 1" = 1'-0"

STRAND DEBONDING LEGEND

- FULLY BONDED STRANDS
- STRANDS DEBONDED 0'-0" FROM END OF BEAM
- STRANDS DEBONDED 14'-0" FROM END OF BEAM
- ▲ STRANDS DEBONDED 20'-0" FROM END OF BEAM



TYPICAL STRAND BLOCKOUT DETAIL
N.T.S.



DETAIL OF BUILD-UP BETWEEN BOTTOM OF DECK AND TOP OF GDR. (ALONG CL GDR.)
N.T.S.

DECK THICKNESS IS CONSTANT THROUGHOUT.

* THEORETICAL CAMBER (UPWARD DEFLECTION) SHOWN. ACTUAL CAMBER MAY VARY AND SHOULD BE DETERMINED BY THE CONTRACTOR PRIOR TO ORDERING MATERIAL AND SETTING FORMS.

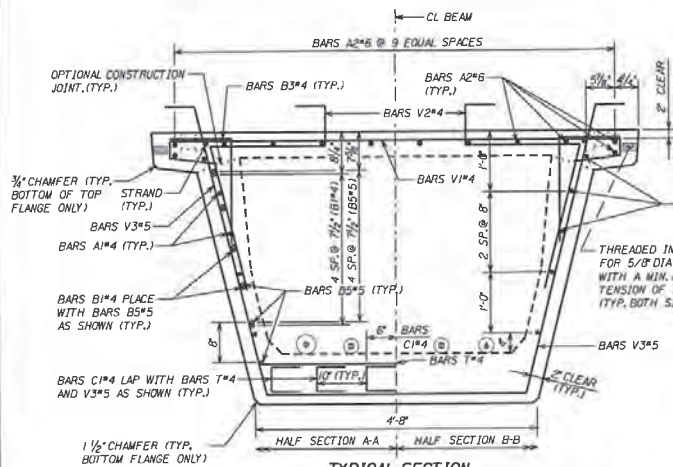
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3595 Grandview Parkway, Suite 300
Birmingham, AL 35243
(205) 298 9200

ALABAMA DEPARTMENT OF TRANSPORTATION	
BRIDGE SHEET NO. 7 OF 17	PROJECT NO. DE-HPP-TAPBH-A124(1)
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
	JEFFERSON COUNTY
	MODIFIED U BEAM DETAILS - UNIT 1 (SHEET 2 OF 2)
ESTIMATED QUANTITIES DESIGNED BY: YL	DRAWN BY: JDM
COMPUTED BY: NA	CHECKED BY: TOT
DATE: 06/20/19	DATE: 06/20/19
SCALE: AS SHOWN	
BIN: XXXX	

REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
DE-1000-1-1000-1000	2019	100

NOTES:

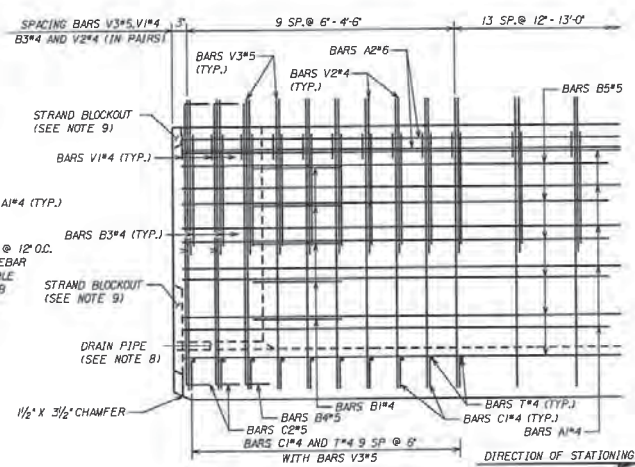
- ALL BAR BEND DIMENSIONS ARE OUT-TO-OUT.
- CONCRETE COVER: 2 INCHES MINIMUM, UNLESS OTHERWISE NOTED.
- MAXIMUM AGGREGATE SIZE IS A NO. 67.
- CONCRETE FACE MAY BE SLOPED WITH A MAXIMUM 1:24 DRAFT TO FACILITATE FORMWORK REMOVAL.
- TIE BARS V3 TO THE FULLY BONDED STRANDS IN THE BOTTOM ROW.
- PLACE 3/4" NPS X 5' PVC SCH 40 SAFETY SLEEVE WITH CAP IN TOP FLANGE AS SHOWN IN TYPICAL SECTION. SAFETY SLEEVES SHALL BE PLACED ON 8'-0" (MAX.) CENTERS, SHIFT BARS.
- INTERMEDIATE DIAPHRAGMS MUST BE CAST AND CONCRETE RELEASE STRENGTH OBTAINED PRIOR TO REMOVING THE BEAM FROM CASTING BED.
- PLACE DRAIN PIPES ADJACENT TO EACH WEB AT EACH BEAM END (FOUR DRAINS PER BEAM).
 - DRAIN PIPE: 2" NPS SCHEDULE 80 PVC.
 - COVER, WRAP AND SECURE WIRE SCREEN AROUND THE END OF THE PIPE PRIOR TO CASTING. EXTEND SCREEN A MINIMUM OF 1' DOWN THE PIPE SIDES.
 - PROVIDE REMOVABLE PIPE PLUGS DURING CASTING. REMOVE PLUGS FROM THE INSIDE OF PIPES AFTER CASTING.
- PROTECTION OF STRANDS:
 - PROVIDE A 2" DEEP RECESS AROUND ALL STRANDS (INCLUDING DORMANT) OR STRAND GROUPS. EXTEND THE RECESSED BLOCKOUT TO THE WEB FACE AND BOTTOM OF THE FLANGE FOR THE BOTTOM ROW OF STRANDS.
 - AFTER DETENSIONING, CUT STRANDS 1/2" FROM RECESSED SURFACE AND FILL THE BLOCKOUT TO PROTECT STRANDS WITH APPROVED EPOXY COATING.
- USE OF STAY-IN-PLACE METAL DECK FORMS INSIDE THE BEAMS IS PERMITTED.
- BEAM ANCHORAGE DETAILS (SEE SHEET 12) SHALL BE COMPLETED AND SECURED TO SUBSTRUCTURE PRIOR TO DECK PLACEMENT.
- AT CONTRACTORS OPTION THE BEAM MAY BE CAST IN TWO SEPARATE POURS. BOTH POURS SHALL OBTAIN THE MINIMUM CONCRETE RELEASE STRENGTH BEFORE DETENSIONING.
- COST OF THREADED BARS AND INSERTS SHALL BE INCLUDED IN PAY ITEM 5130001 AND 5130002.
- TOPS OF BEAM SHALL BE ROUGH FLOATED AT APPROXIMATELY THE TIME OF INITIAL SET. ENTIRE TOP SHALL BE SCRUBBED TRANSVERSELY WITH A COARSE BRUSH TO REMOVE ALL LAITANCE AND TO PRODUCE A ROUGHENED SURFACE FOR BONDING TO THE SLAB. ROUGHENED SURFACE SHALL HAVE AN AMPLITUDE OF APPROXIMATELY 1/4" CONCRETE FINS OR PROJECTIONS SHALL BE REMOVED TO PRODUCE A VERTICAL FACE AT THE EDGE OF THE BEAM.
- PRESTRESSING STRANDS SHALL BE 5/16" DIAMETER LOW RELAXATION WITH AN ULTIMATE TENSILE STRENGTH OF 270000 PSI.
- THE CONCRETE IN THE PRECAST GIRDERS SHALL HAVE A MINIMUM OF 5500 PSI COMPRESSIVE STRENGTH PRIOR TO RECEIVING PRESTRESSING FORCE AND A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 8000 PSI.
- GIRDER ENDS SHALL BE VERTICAL IN THE FINAL ERECTED POSITION.
- UNLESS OTHERWISE SHOWN, STIRRUPS AND CONFINEMENT STEEL SHALL TIED AGAINST PRESTRESSING STRANDS TO PROVIDE A MINIMUM OF 1" CONCRETE COVER.



TYPICAL SECTION
SCALE: 1" = 1'-0"

LEGEND

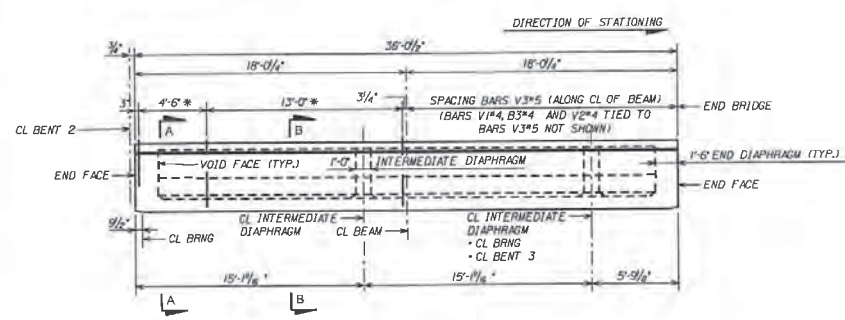
- ⊕ 4" POWER CONDUIT
- ⊓ 3" TELECOM CONDUIT
- ▲ 3" CONDUIT FOR FUTURE USE



ELEVATION AT END OF BEAM
SCALE: 1" = 1'-0"

LEGEND

- ⊕ 4" POWER CONDUIT
- ⊓ 3" TELECOM CONDUIT
- ▲ 3" CONDUIT FOR FUTURE USE
- * SEE ELEVATION AT BEAM END FOR REINFORCEMENT DETAILS.

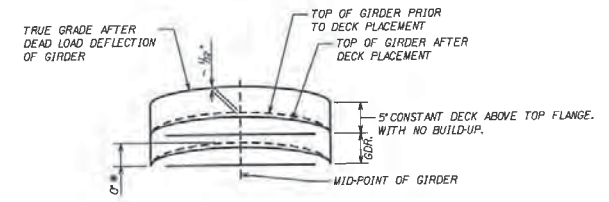
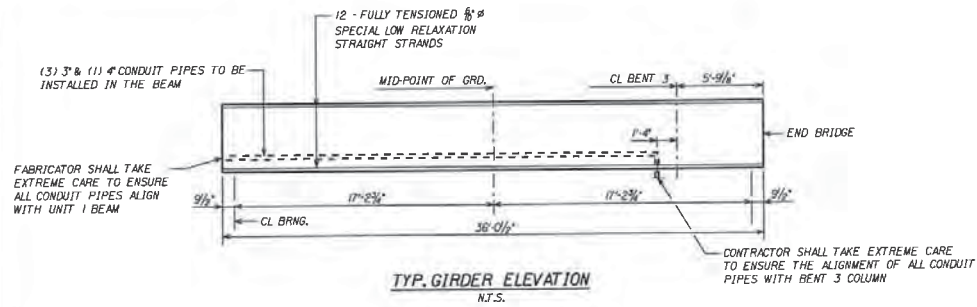


ELEVATION
REINFORCEMENT SYMMETRICAL ABOUT CL BEAM
N.T.S.

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(205) 298 9200

ALABAMA DEPARTMENT OF TRANSPORTATION			
BRIDGE SHEET NO. 8 OF 17	PROJECT NO. DE-HPP-TAPBH-A124(1)		
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97		
	JEFFERSON COUNTY		
	MODIFIED U BEAM DETAILS - UNIT 2 (SHEET 1 OF 2)		
ESTIMATED QUANTITIES	DESIGNED BY YL	DRAWN BY YL	
COMPUTED BY NA	CHECKED BY TOT	DATE DRAWN 06/2019	
VERIFIED BY NA	DATE CHECKED 06/2019	SCALE AS SHOWN	

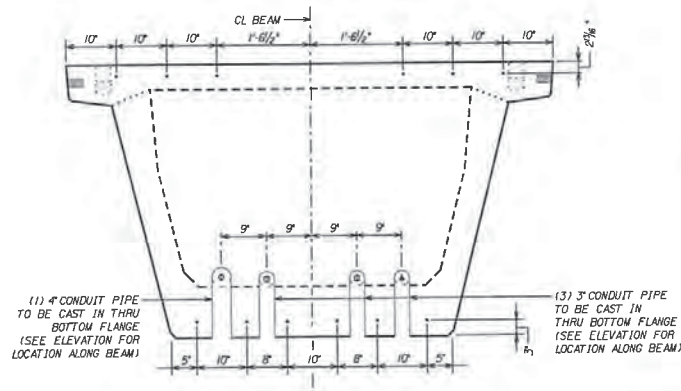
REFERENCE	FISCAL YEAR	SHEET
PROJECT NUMBER	2000	184
DE-HPP-TAPBH-A124(1)		



DETAIL OF BUILD-UP BETWEEN BOTTOM OF DECK AND TOP OF GDR. (ALONG CL GDR.)
N.T.S.

DECK THICKNESS IS CONSTANT THRU-OUT.

* THEORETICAL CAMBER (UPWARD DEFLECTION) SHOWN. ACTUAL CAMBER MAY VARY AND SHOULD BE DETERMINED BY THE CONTRACTOR PRIOR TO ORDERING MATERIAL AND SETTING FORMS.



STRAND DESCRIPTION: USE 0.60" DIAMETER, GRADE 270, LOW RELAXATION CARBON STEEL STRANDS STRESSED AT 439 KIPS EACH. AREA PER STRAND EQUALS 0.217 SQ. IN.

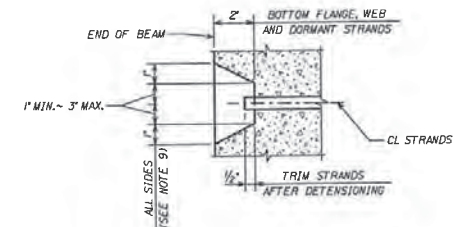
STRAND PATTERN
SCALE: 1" = 1'-0"

LEGEND

- ⊙ 4" ϕ POWER CONDUIT
- ⊓ 3" ϕ TELECOM CONDUIT
- ⊔ 3" CONDUIT FOR FUTURE USE

STRAND DEBONDING LEGEND

- - FULLY BONDED STRANDS



TYPICAL STRAND BLOCKOUT DETAIL
N.T.S.

ALABAMA DEPARTMENT OF TRANSPORTATION

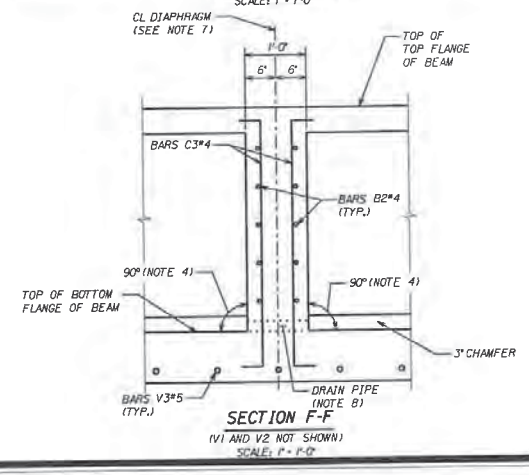
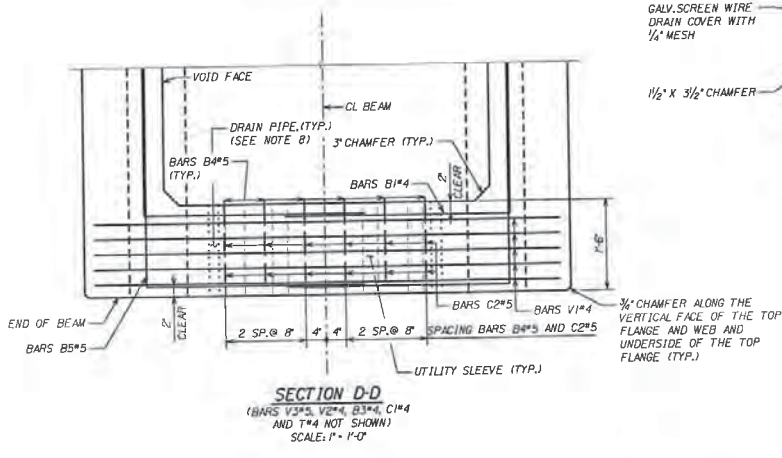
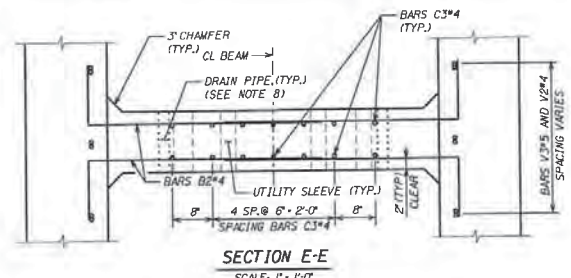
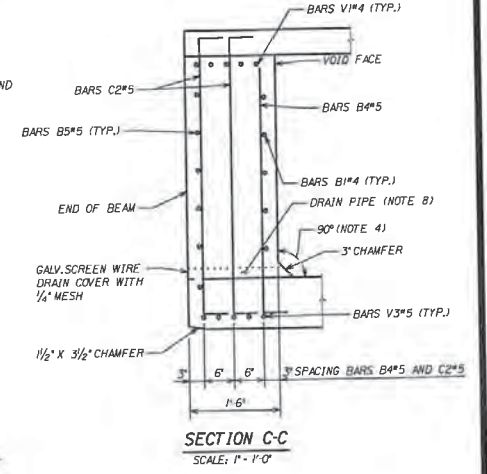
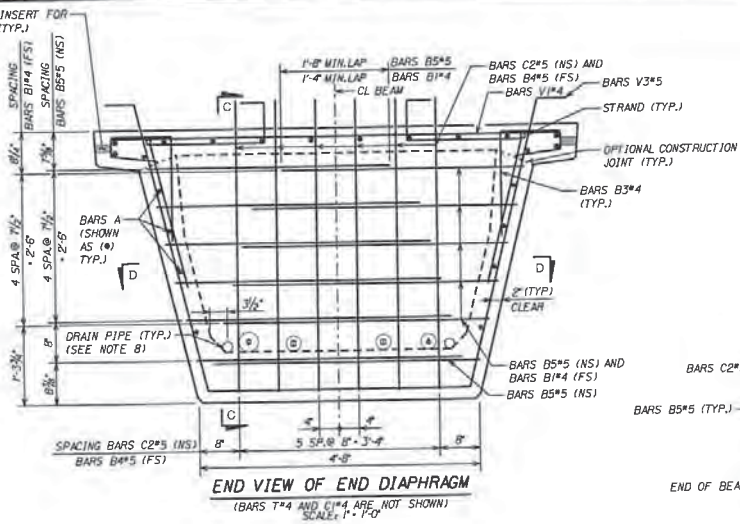
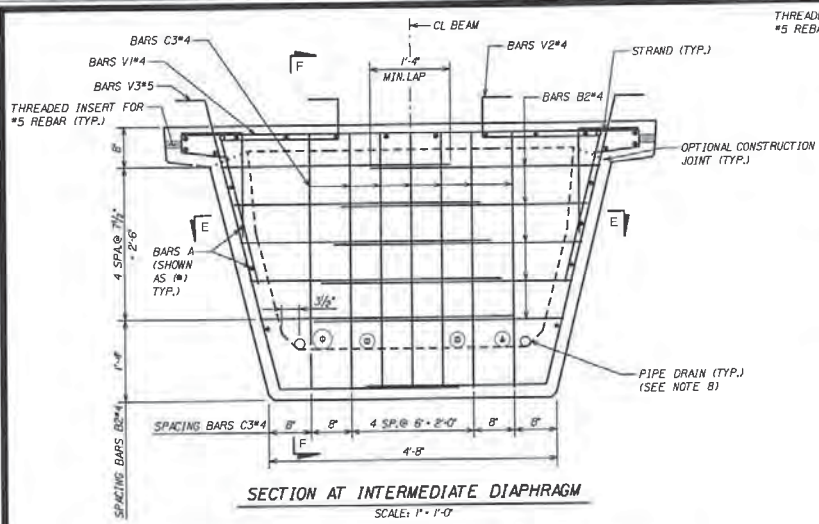
BRIDGE SHEET NO. 9 OF 17	PROJECT NO. DE-HPP-TAPBH-A124(1)
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
	JEFFERSON COUNTY
	MODIFIED U BEAM DETAILS - UNIT 2 (SHEET 2 OF 2)
ESTIMATED QUANTITIES DESIGNED BY: YL	DRAWN BY: JPH
COMPLETED BY: NA	CHECKED BY: JOT
DATE: 06/20/19	DATE DRAWN: 06/20/19
VERIFIED BY: NA	DATE CHECKED: 06/20/19
SCALE: AS SHOWN	



Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, AL 35243
(205) 298 9200

BIN4 XXXX

REFERENCE PROJECT NUMBER DE-HPP-TAPBH-AI24(1)	DATE 2020	SHEET NUMBER 11
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NOTE

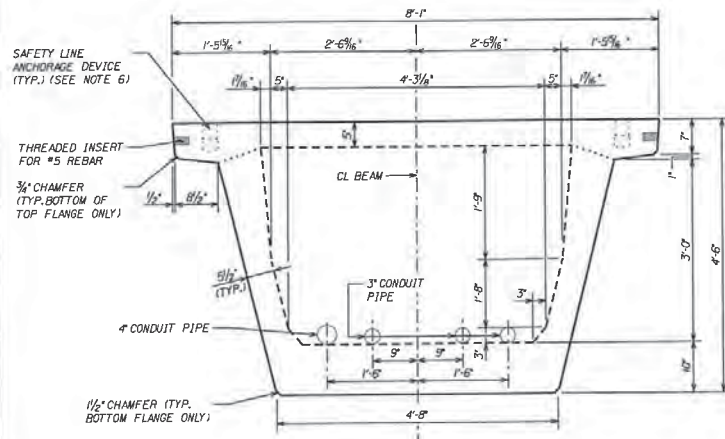
- Ø 4" Ø POWER CONDUIT
- 3" Ø TELECOM CONDUIT
- △ 3" Ø CONDUIT FOR FUTURE USE
- * SEE BRIDGE SPECIAL PROJ. DWG. (SBD-1)

FOR NOTES, SEE SHEET 7 AND 8.

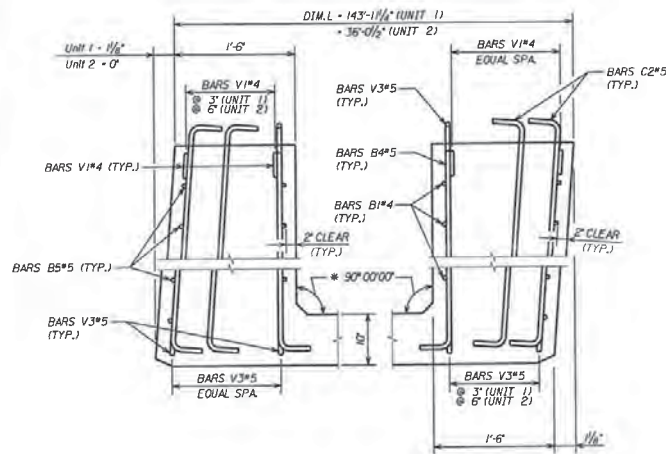
Gresham Smith
 Gresham Smith
 3595 Grandview Parkway, Suite 300
 Birmingham, AL 35243
 (205) 298 9200

ALABAMA DEPARTMENT OF TRANSPORTATION		
BRIDGE SHEET NO. 10 OF 17	PROJECT NO. DE-HPP-TAPBH-AI24(1)	
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97	
	JEFFERSON COUNTY	
	MODIFIED U BEAM DIAPHRAGM DETAILS	
ESTIMATED QUANTITIES	DESIGNED BY: YL	DRAWN BY: RDH
COMPUTED BY: NA	CHECKED BY: TOT	DATE DRAWN: 05/2019
VERIFIED BY: NA	DATE CHECKED: 06/2019	SCALE: AS SHOWN

REFERENCE PROJECT NUMBER	11-54-21	SHEET NO.	151
DE-100-TAPB-A124(1)			



TYPICAL SECTION
SCALE: 1" = 1'-0"

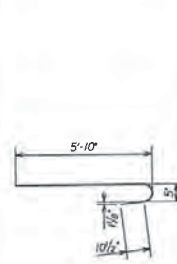


END ELEVATION
(SHOWING VERTICAL BEVEL OF BEAM END, UNIT 1 ONLY)
N.T.S.

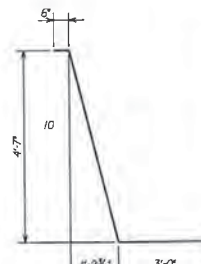
* CONCRETE FACE MAY BE SLOPED WITH A MAXIMUM 1:24 DRAFT TO FACILITATE FORMWORK REMOVAL.

BILL OF REINFORCEMENT

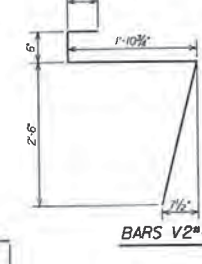
MARK	SIZE	NO. REOD.		LENGTH	LOCATION	BENDING
		UNIT 1	UNIT 2			
A1	4	10	10	DIM.L. - 4'	WEB	STRAIGHT
A2	6	12	9	DIM.L. - 4'	TOP FLANGE	STRAIGHT
B1	4	20	20	5'-3"	END DIA.	SEE DIAG.
B2	4	100	40	4'-9"	INT. DIA.	SEE DIAG.
B3	4	168	92	2'-8"	TOP FLANGE	SEE DIAG.
B4	5	12	12	4'-7"	END DIA.	SEE DIAG.
B5	5	24	24	16'-2"	END DIA.	SEE DIAG.
C1	4	204	120	1'-6"	BOT. FLANGE	SEE DIAG.
C2	5	24	24	5'-9"	END DIA.	SEE DIAG.
C3	4	70	70	5'-5"	INT. DIA.	SEE DIAG.
T	4	34	20	4'-6"	BOT. FLANGE	STRAIGHT
V1	4	336	90	7'-6"		SEE DIAG.
V2	4	336	90	5'-6"		SEE DIAG.
V3	5	336	90	8'-3"		SEE DIAG.



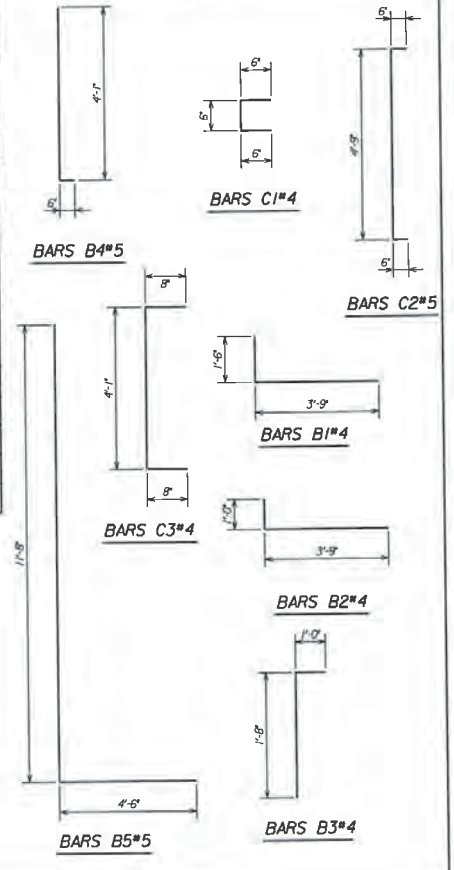
BARS V1#4



BARS V3#5



BARS V2#4



ALABAMA DEPARTMENT OF TRANSPORTATION

BRIDGE SHEET NO. 11 OF 17	PROJECT NO. DE-HPP-TAPB-A124(1)
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
	JEFFERSON COUNTY
	MODIFIED U BEAM DIMENSIONS & REINFORCEMENT
ESTIMATED QUANTITIES	DESIGNED BY: YC
COMPUTED BY: NA	CHECKED BY: TOT
DATE: 05/14/2019	DATE: 05/20/2019
SCALE: AS SHOWN	



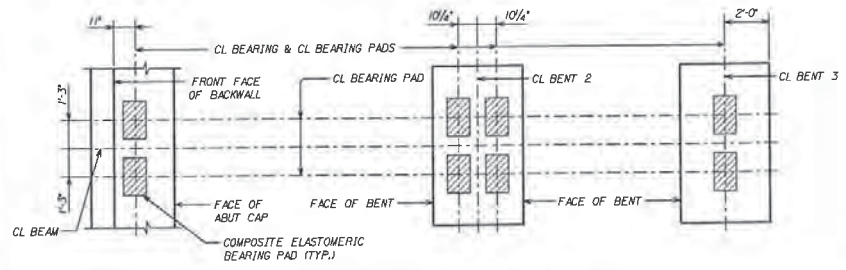
Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, AL 35243
(205) 298 9200

B14 XXXX

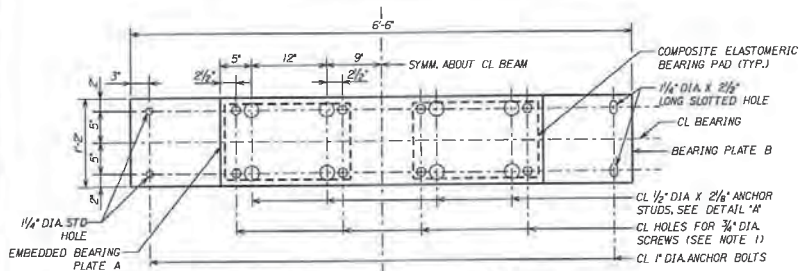
REFERENCE	FISCAL YEAR	SHEET NUMBER
PROJECT NUMBER DE-HPP-TAPBH-A124(1)	2018	104

NOTES

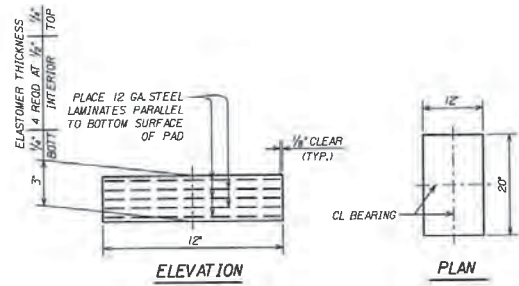
- BEARING PLATE MATERIAL SHALL CONFORM TO ASTM A36 OR ASTM A709 (GRADE 36 OR 50). HEADED CONCRETE ANCHOR STUDS SHALL CONFORM TO SPECIFICATION SECTION 508. HOT-DIP GALVANIZED BEARING PLATES A & B AFTER FABRICATION EXCEPT GALVANIZED CAPS MAY BE WELDED IN PLACE AFTER HOT-DIP GALVANIZING. DRILL BEARING PLATES A AND B AS AN ASSEMBLED UNIT. THREAD BEARING PLATE A ONLY. DRILL AND THREAD HOLES PERPENDICULAR TO BOTTOM OF PLATE B AND PRIOR TO PLATES BEING GALVANIZED (ASTM A 123).
 - PROVIDE ELECTROPLATED, FLAT COUNTERSUNK HEAD CAP SCREWS IN ACCORDANCE WITH ASTM F 835. ELECTROPLATING SHALL BE ASTM B 633. SC 2, TYPE 1. PROVIDE SCREWS LONG ENOUGH TO MAINTAIN A 3/8" MINIMUM EMBEDMENT INTO EMBEDDED BEARING PLATE A AND GALVANIZED CAP. PROVIDE STEEL GALVANIZED CAPS WITH 1/2" MIN. TO 1/2" MAX. HEIGHT AND NOMINAL 1" INSIDE DIAMETER.
 - COST OF BEARING PLATES A & B SHALL BE INCLUDED IN PAY ITEM 5130001 AND 5130002.
- * SEE BRIDGE SPECIAL PROJ. DWG SBD-1 FOR DETAILS.



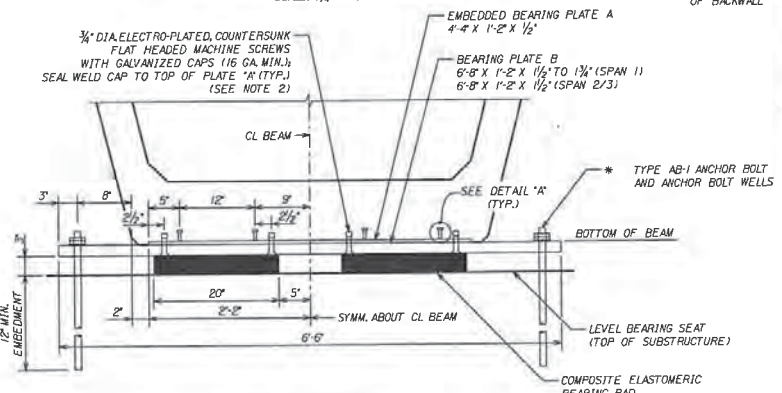
ELASTOMERIC BEARING PLACEMENT DIAGRAMS
N.T.S.



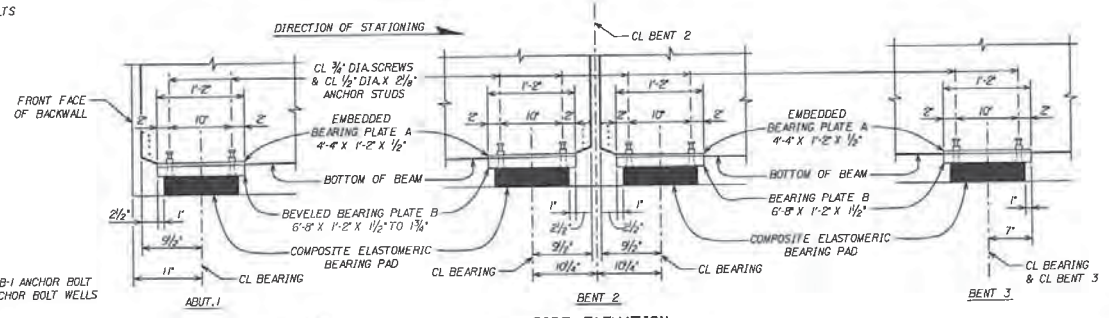
PLAN OF TYPICAL BEARING PLATES
SCALE: 1/4" = 1'-0"



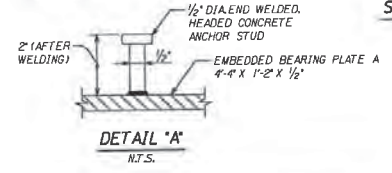
ELASTOMERIC BEARING PAD (50 DIAMETER)
N.T.S.



TYPICAL END ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"

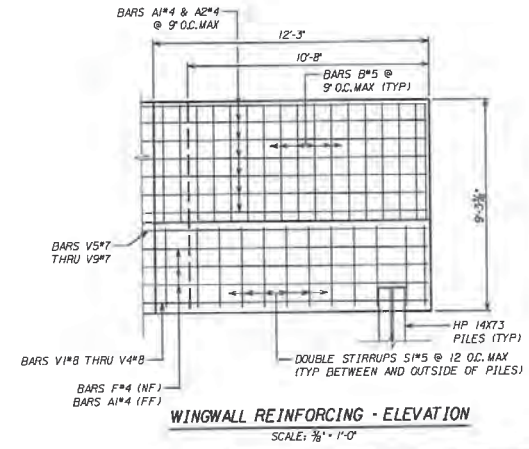
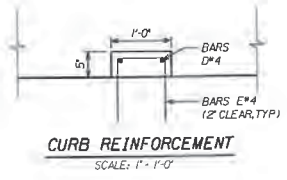
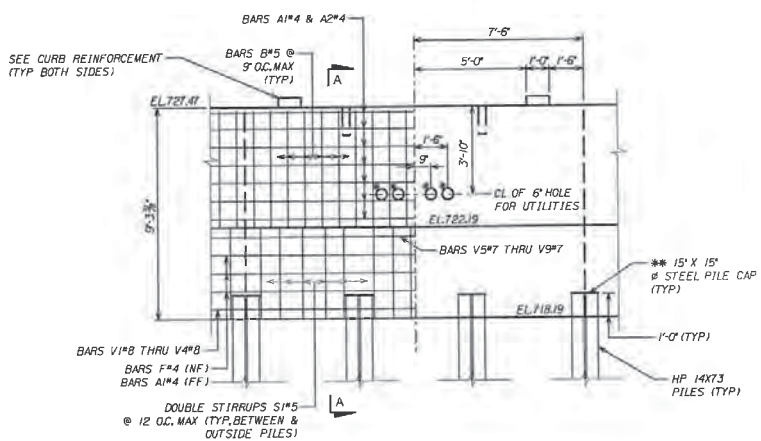
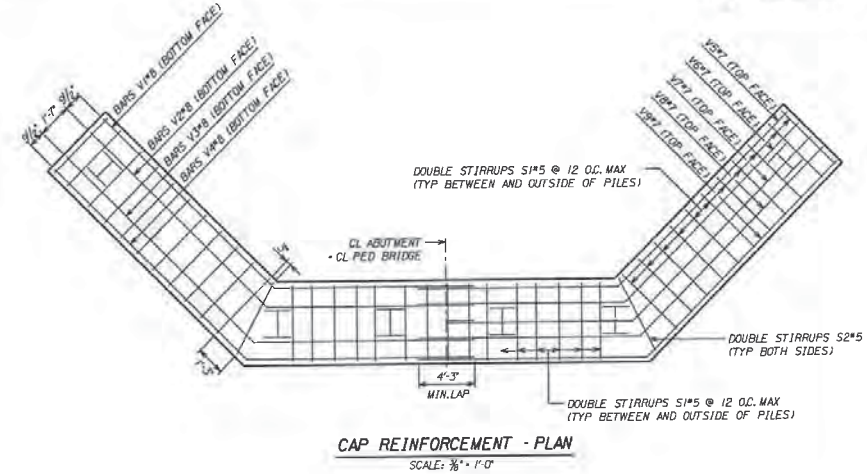
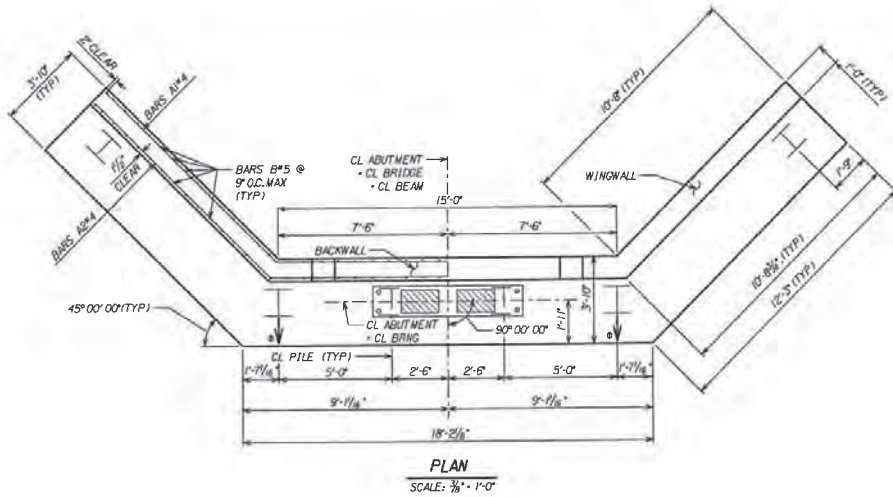


DETAIL 'A'
N.T.S.

ALABAMA DEPARTMENT OF TRANSPORTATION			
BRIDGE SHEET NO. 12 OF 17	PROJECT NO. DE-HPP-TAPBH-A124(1)		
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 16+04.85		
	JEFFERSON COUNTY		
	BEARING DETAILS		
ESTIMATED QUANTITIES	DESIGNED BY: MME	DRAWN BY: MME	
COMPUTED BY: NA	CHECKED BY: TOT	DATE DRAWING: 08/2018	
VERIFIED BY: NA	DATE: 08/27/18	SCALE: AS SHOWN	

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3595 Grandview Parkway, Suit 300
Birmingham, AL 35243
(205) 238 9200

REVISION	DATE	BY
PROJECT NUMBER	2020	18
DC-HPP-142PH-A124(1)		

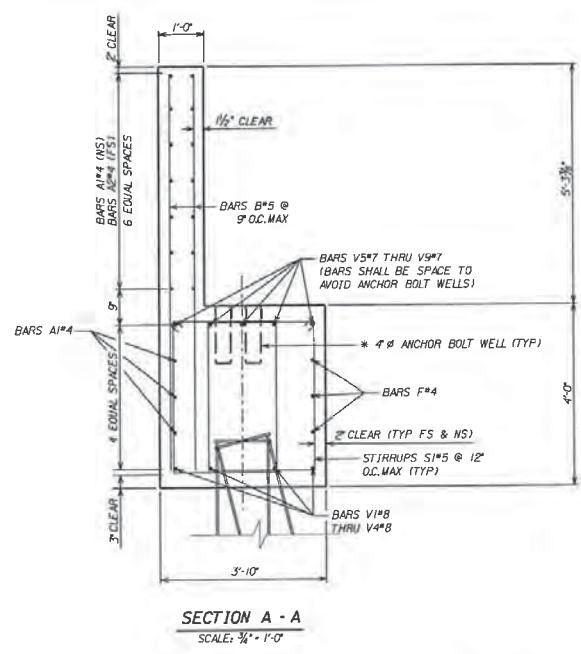


- BATTER PILES 3/4\"/>
- * 6\"/>
- ** SEE BRIDGE SPECIAL PROJ DWG (SBD-1) FOR DETAILS. PAYMENT FOR PILE CAPS SHALL BE INCLUDED IN PAY ITEM 509A000, LBS. STRUCTURAL STEEL.

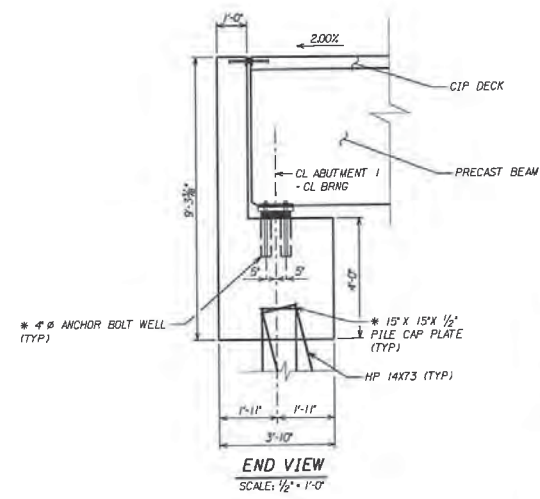
Gresham Smith
 Gresham Smith
 3595 Grandview Parkway, Suite 300
 Birmingham, AL 35243
 (205) 299 9200

ALABAMA DEPARTMENT OF TRANSPORTATION		
BRIDGE SHEET NO. 13 OF 17	PROJECT NO. DE-HPP-TAPBH-A124(1)	
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97	
	JEFFERSON COUNTY	
	ABUTMENT I DETAILS (SHEET 1 OF 2)	
ESTIMATED QUANTITIES	DESIGNED BY: YL	DRAWN BY: YL
COMPUTED BY: NA	CHECKED BY: TOT	DATE: DRAWING 06/2019
VERIFIED BY: NA	DATE CHECKED: 06/2019	SCALE AS SHOWN
BIN: XXXX		

REFERENCE PROJECT NUMBER DC-HPP-14PBH-A1241	FISCAL YEAR 2020	SHEET NUMBER 188
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SECTION A - A
SCALE: 3/4" = 1'-0"

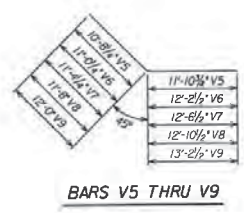


END VIEW
SCALE: 1/2" = 1'-0"

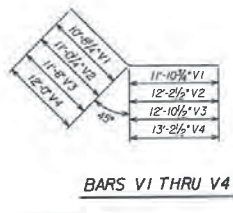
ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
502A001, STEEL REINFORCEMENT (GRADE 60)	LB	3,076
510A007, BRIDGE SUBSTRUCTURE CONCRETE	CYRD	30

MIN 28 DAY'S STRENGTH - 3,000 PSI

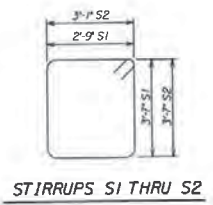
BILL OF REINFORCEMENT					
MARK	SIZE	NUMBER	LENGTH	LOCATION	BENDING
V1	8	1	20'-6"	ABUTMENT CAP	SEE DIAG.
V2	8	1	21'-2"	ABUTMENT CAP	SEE DIAG.
V3	8	1	22'-5"	ABUTMENT CAP	SEE DIAG.
V4	8	1	23'-1"	ABUTMENT CAP	SEE DIAG.
V5	7	1	20'-6"	ABUTMENT CAP	SEE DIAG.
V6	7	1	21'-2"	ABUTMENT CAP	SEE DIAG.
V7	7	1	21'-10"	ABUTMENT CAP	SEE DIAG.
V8	7	1	22'-5"	ABUTMENT CAP	SEE DIAG.
V9	7	1	23'-1"	ABUTMENT CAP	SEE DIAG.
A1	4	20	20'-6"	ABUTMENT CAP/BACKWALL	SEE DIAG.
A2	4	14	20'-11"	BACKWALL	SEE DIAG.
F	4	6	23'-1"	ABUTMENT CAP	SEE DIAG.
S1	5	54	13'-3"	ABUTMENT CAP	SEE DIAG.
S2	5	4	13'-9"	ABUTMENT CAP	SEE DIAG.
B	5	104	8'-11"	ABUTMENT CAP/BACKWALL	STRAIGHT
D	4	4	0'-8"	ABUTMENT CAP/BACKWALL	STRAIGHT
E	4	4	2'-8"	ABUTMENT CAP/BACKWALL	SEE DIAG.



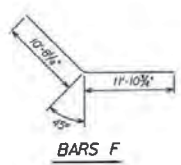
BARS V5 THRU V9



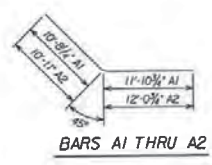
BARS V1 THRU V4



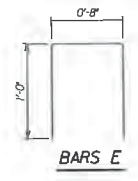
STIRRUPS S1 THRU S2



BARS F



BARS A1 THRU A2



BARS E

NOTE

1. ALL REINFORCEMENT STEEL SHALL BE GRADE 60.
 2. TOP OF BACK WALL SHALL CONFORM TO BRIDGE DECK.
 3. FOR PILE CUTOFF AND TIP ELEVATIONS, SEE FOUNDATION LAYOUT SHEET.
 4. BARS B SHALL BE ADJUSTED TO ENSURE POSITIONS OF CONDUITS.
- ⊕ #4 POWER CONDUIT
 - ⊞ #3 TELECOM CONDUIT
 - △ #3 CONDUIT FOR FUTURE USE
- * SEE BRIDGE SPECIAL PROVDWG.(SBD-1) FOR DETAILS. PAYMENT OF STEEL PILE CAP IS INCLUDED IN 508A000, STRUCTURAL STEEL.

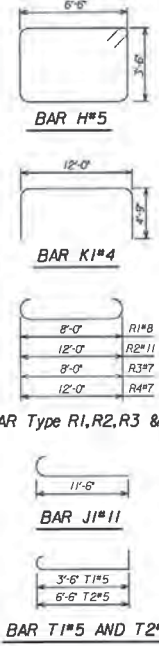
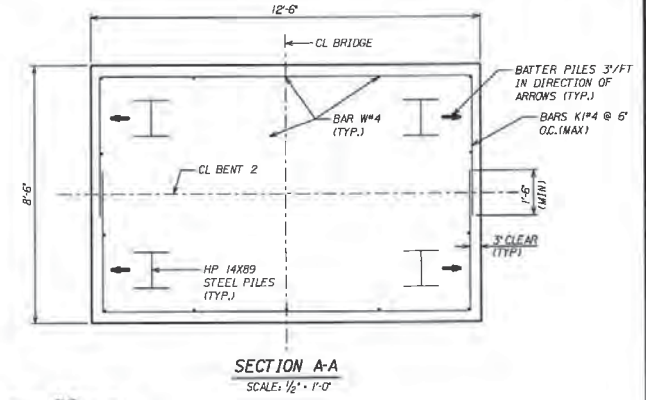
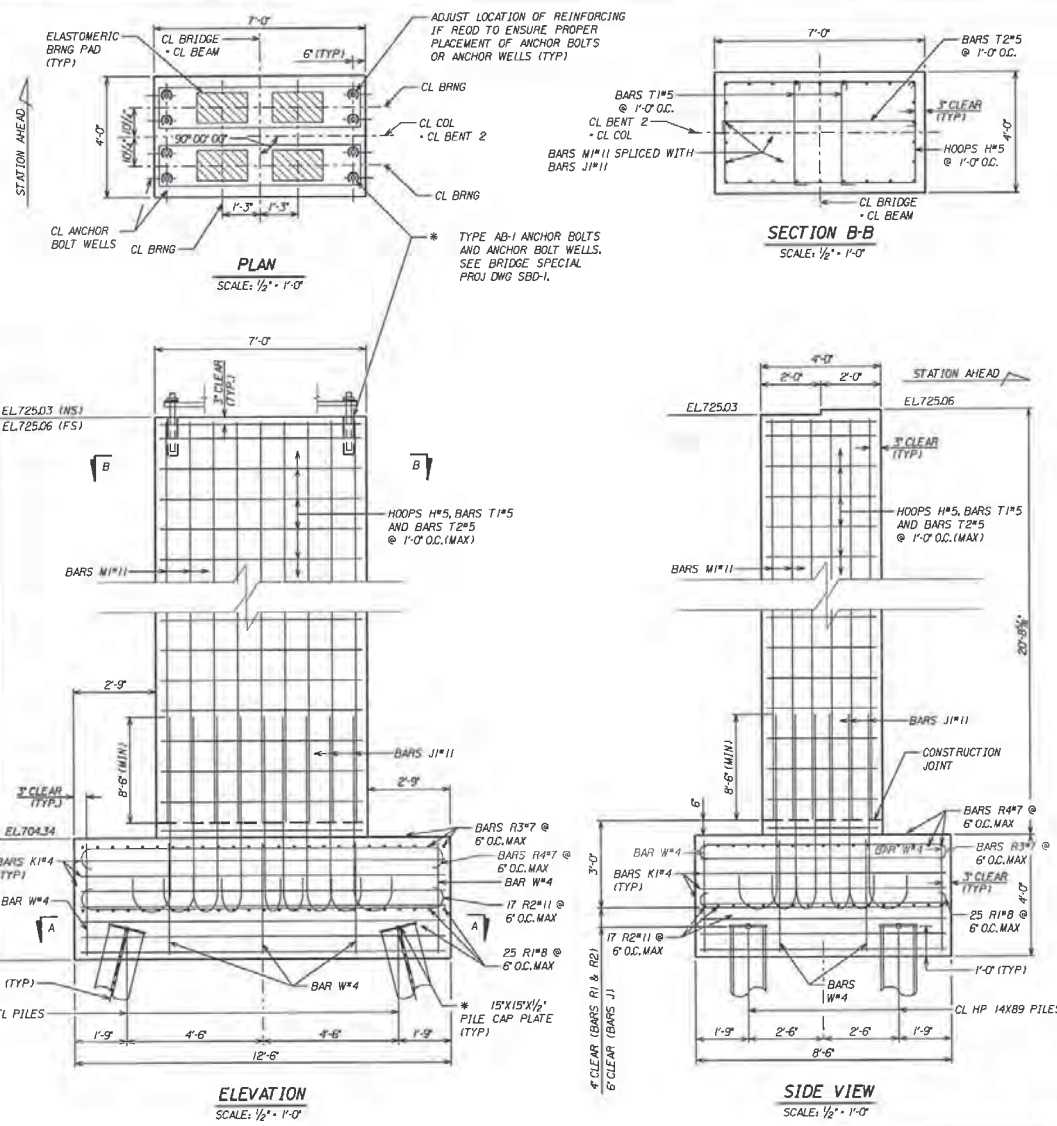
Gresham Smith
 3595 Grandview Parkway, Suite 300
 Birmingham, AL 35243
 (205) 298 9200

ALABAMA DEPARTMENT OF TRANSPORTATION
 BRIDGE SHEET NO. 14 OF 17
 PROJECT NO. DE-HPP-TAPBH-A1241
 PEDESTRIAN WALKWAY OVER US-31
 IN VESTAVIA HILLS NEAR WALD PARK
 AT STA. 0+38.97
 JEFFERSON COUNTY
 ABUTMENT 1 DETAILS (SHEET 2 OF 2)

ESTIMATED QUANTITIES	DESIGNED BY: YL	DRAWN BY: YL
COMPUTED BY: YL	CHECKED BY: TOT	DATE DRAWN: 06/20/19
VERIFIED BY: WMC	DATE CHECKED: 06/20/19	SCALE: AS SHOWN

BIN: XXXX

REFERENCE PROJECT NUMBER DC-109-TAPBH-A1241	FISCAL YEAR 2020	SHEET NUMBER 101
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ITEM	UNIT	QUANTITY
502400, STEEL REINFORCEMENT (GRADE 60)	LB	8704
510600, MASS BRIDGE SUBSTRUCTURE CONCRETE	CYD	37.2

MIN. 28 DAY'S STRENGTH = 3,000 PSI

MARK	SIZE	NUMBER	LENGTH	LOCATION	BENDING
H	5	22	20'-9"	COLUMN	SEE DIAG.
J1	11	26	13'-1"	COLUMN/FOOTING	SEE DIAG.
M1	11	26	20'-4"	COLUMN	STRAIGHT
R1	8	25	9'-10"	FOOTING	SEE DIAG.
R2	11	17	15'-2"	FOOTING	SEE DIAG.
R3	7	25	9'-8"	FOOTING	SEE DIAG.
R4	7	17	13'-8"	FOOTING	SEE DIAG.
W	4	14	3'-6"	FOOTING	STRAIGHT
K1	4	14	21'-6"	FOOTING	SEE DIAG.
T1	5	44	4'-6"	COLUMN	SEE DIAG.
T2	5	22	7'-6"	COLUMN	SEE DIAG.

ALABAMA DEPARTMENT OF TRANSPORTATION	
BRIDGE SHEET NO. 15 OF 17	PROJECT NO. DE-HPP-TAPBH-A1241
REVISIONS	PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 0+38.97
	JEFFERSON COUNTY
	BENT 2
ESTIMATED QUANTITIES	DESIGNED BY: TL
COMPUTED BY: TL	CHECKED BY: TOT
VERIFIED BY: HAE	DATE CHECKED: 05/20/19
SCALE: AS SHOWN	DATE DRAWN: 05/20/19

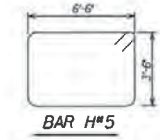
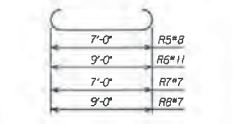
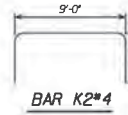
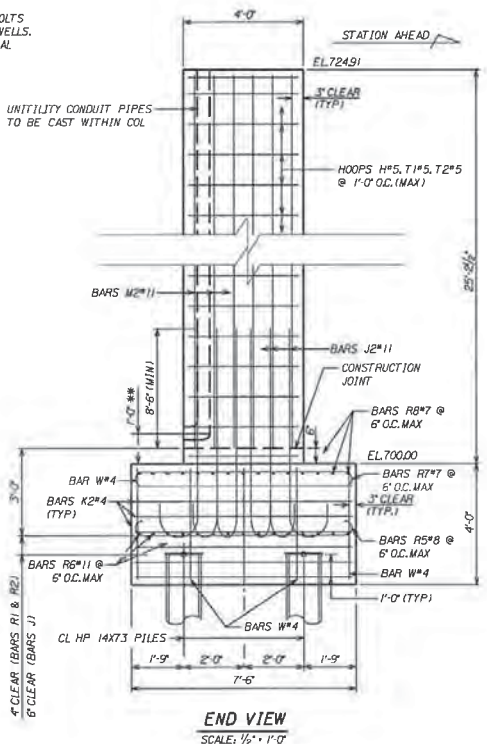
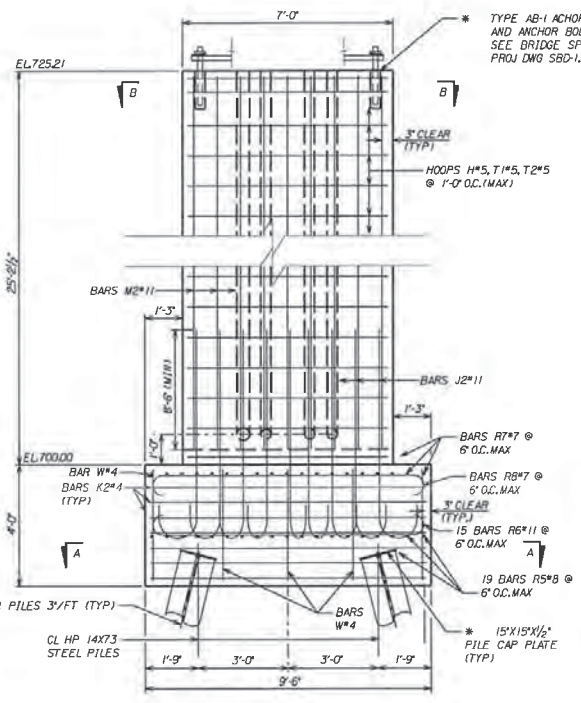
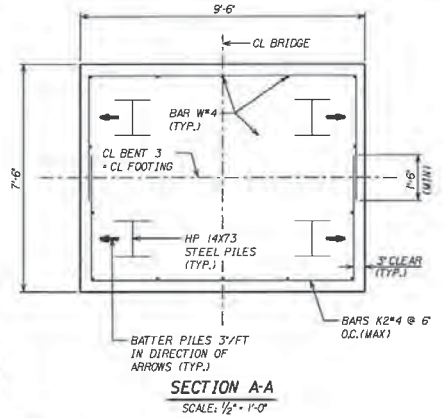
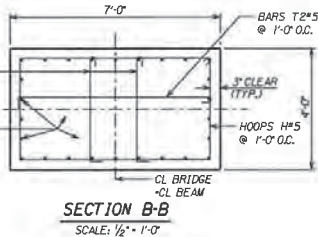
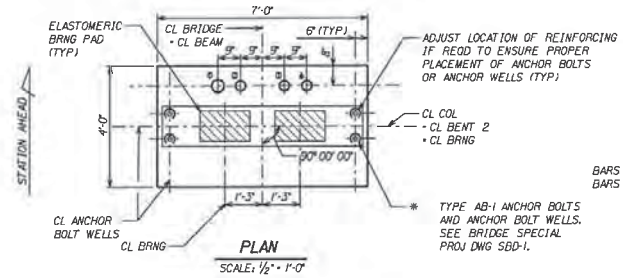
NOTE

- ALL REINFORCEMENT STEEL SHALL BE GRADE 60.
- FOR PILE CUTOFF AND TIP ELEVATIONS, SEE FOUNDATION LAYOUT SHEET.
- FOR TYPE AB-1 ANCHOR BOLTS, ANCHOR BOLT WELL DETAILS AND PILE CAP PLATE DETAILS, SEE BRIDGE SPECIAL PROJ DWG SBD-1. PAYMENT OF STEEL FILE CAP IS INCLUDED IN 508400, STRUCTURAL STEEL.

Gresham Smith
 3595 Grandview Parkway, Suit 300
 Birmingham, AL 35243
 (205) 298 9200

BLN: XXXX

REVISION	DATE	BY
1	05/20/20	ISB



ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
302400, STEEL REINFORCEMENT (GRADE 60)	LB	8,473
5106000, MASS BRIDGE SUBSTRUCTURE CONCRETE	CUYD	36.4

MIN. 28 DAYS STRENGTH - 3,000 PSI

BILL OF REINFORCEMENT					
MARK	SIZE	NUMBER	LENGTH	LOCATION	BENDING
H	5	26	20'-9"	COLUMN	SEE DIAG.
J2	11	26	13'-1"	COLUMN/FOOTING	SEE DIAG.
M2	11	26	24'-5"	COLUMN	STRAIGHT
R5	8	19	8'-10"	FOOTING	SEE DIAG.
R6	11	15	12'-2"	FOOTING	SEE DIAG.
R7	7	19	18'-9"	FOOTING	SEE DIAG.
R8	7	15	10'-8"	FOOTING	SEE DIAG.
W	4	14	3'-6"	FOOTING	STRAIGHT
K2	4	14	17'-6"	FOOTING	SEE DIAG.
T1	5	52	4'-6"	COLUMN	SEE DIAG.
T2	5	26	7'-6"	COLUMN	SEE DIAG.

NOTE

- ALL REINFORCEMENT STEEL SHALL BE GRADE 60.
- FOR PILE CUTOFF AND TIP ELEVATIONS, SEE FOUNDATION LAYOUT SHEET.
- FOR TYPE AB-1 ANCHOR BOLTS, ANCHOR BOLT WELL AND PILE CAP PLATE DETAILS, SEE BRIDGE SPECIAL PROJ.DWG SBD-1. PAYMENT OF STEEL PILE CAP IS INCLUDED IN 5084000, STRUCTURAL STEEL.

LEGEND

- 4" POWER CONDUIT TO BE CAST IN
- 3" TELECOM CONDUIT TO BE CAST IN
- 3" CONDUIT FOR FUTURE USE TO BE CAST IN
- SEE BRIDGE SPECIAL PROJ.DWG(SBD-1)
- OUTLET OF UTILITY CONDUIT (1 FT ABOVE TOP OF FOOTING)

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ALABAMA DEPARTMENT OF TRANSPORTATION

BRIDGE SHEET NO. 16 OF 17 PROJECT NO. DE-HPP-TAPBH-A1241

REVISIONS

PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK AT STA. 03+38.97

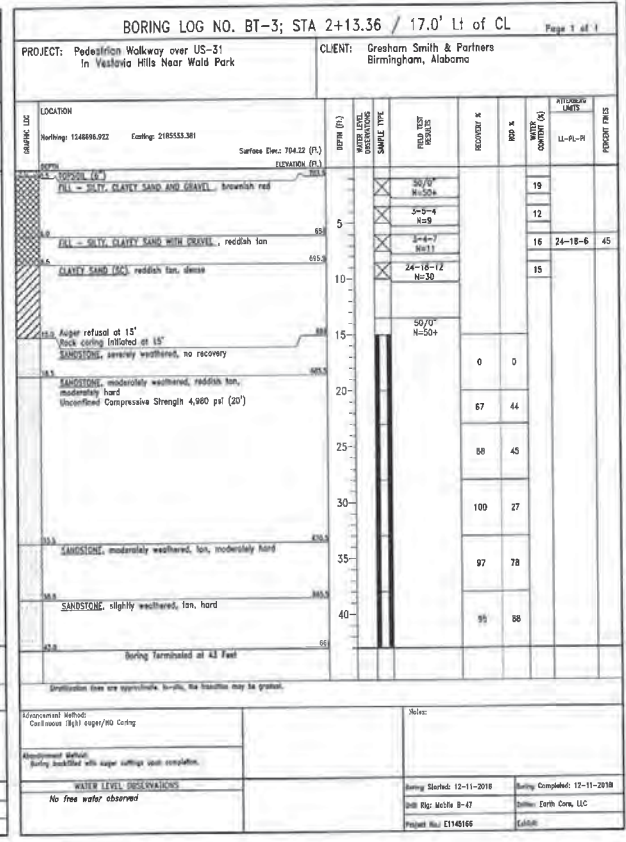
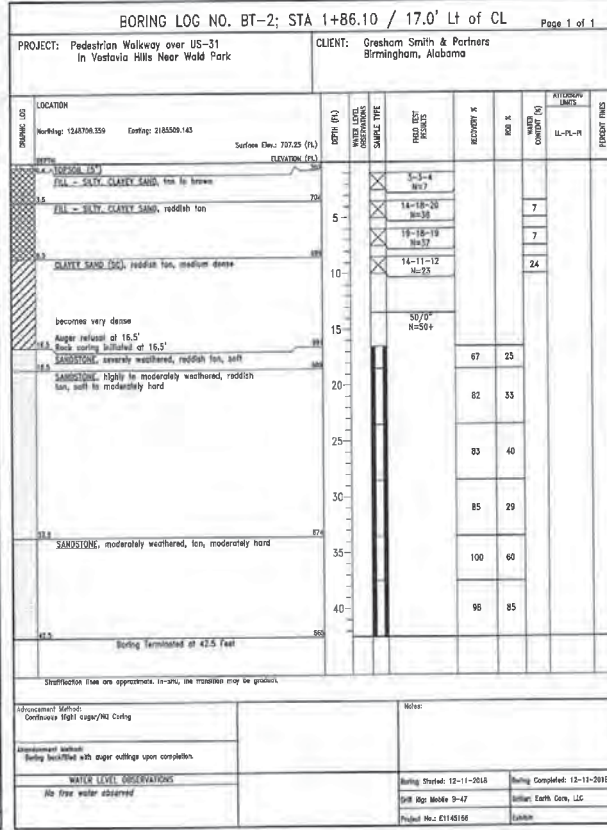
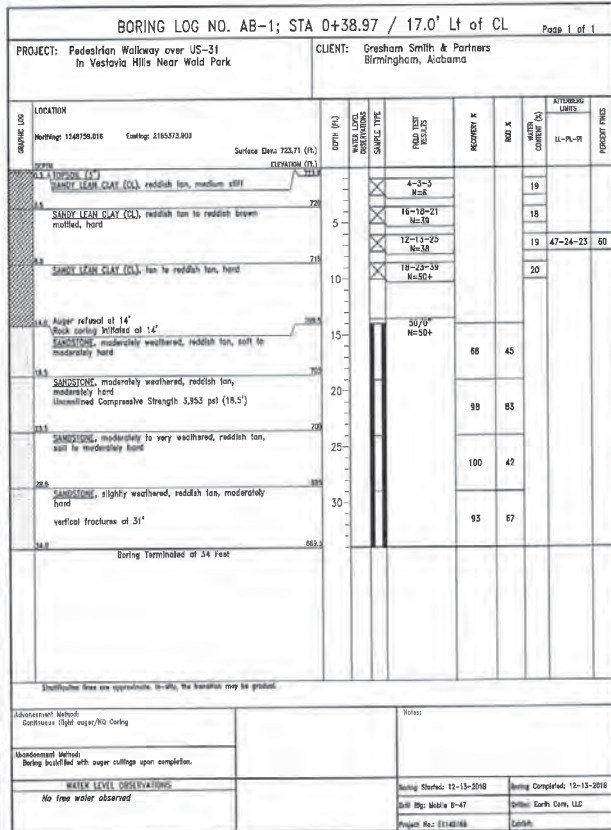
JEFFERSON COUNTY

BENT 3

ESTIMATED QUANTITIES DESIGNED BY: JL DRAWN BY: JL
 COMPUTED BY: TL CHECKED BY: TOT DATE DRAWN: 05/20/20
 DESIGNED BY: JMF DATE CHECKED: 05/20/20 BY: JLF, SS, SHP

BIN: XXXX

PROJECT NO.	FISCAL YEAR	SHEET NO.



Legend



BRIDGE SHEET NO. of	ALABAMA DEPARTMENT OF TRANSPORTATION
APPROVED: MATTHEW S. McCULLOUGH, P.E. GEOTECHNICAL ENGINEER	PROJECT NO. PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK JEFFERSON COUNTY, ALABAMA PRELIMINARY PROJ. NO. DE-HPP-TAPBH-A124()
DATE: JANUARY 29, 2019	TEST BORING RECORD SHEET 1 of 1



PS&E

CITY OF VESTAVIA HILLS
PEDESTRIAN BRIDGE
US-31 AT WALD PARK ,
VESTAVIA HILLS , AL

July 9, 2019

REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO G011
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GENERAL NOTES FOR PROJECTS

- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE DRAWINGS AND THE PROJECT MANUAL (SPECIFICATIONS, SCHEDULES, ETC.) THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THESE DRAWINGS AND THE PROJECT MANUAL AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY INCONSISTENCIES DISCOVERED.
- REGARDING ACCESS PANELS
(1) THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS (OF APPROPRIATE SIZE & TYPE) ARE INSTALLED IN "NON-ACCESSIBLE TYPE" CEILING AND SOFFITS WHERE ACCESS, SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING, FIRE PROTECTION, SECURITY, ELECTRICAL AND COMMUNICATION ITEMS MAY BE REQUIRED.
(2) THE CONTRACTOR SHALL SUBMIT DRAWINGS WHICH INDICATE PROPOSED LOCATIONS OF ALL ACCESS PANELS FOR APPROVAL.
(3) WALL MOUNTED ACCESS PANELS SHALL BE "KEY LOCKED" IN SPACES THAT ARE ACCESSIBLE TO THE PUBLIC.
(4) THE CONTRACTOR SHALL REPLACE ANY ACCESS PANEL WHICH KEY LOCK OR LATCHING MECHANISM HAS BEEN PAINTED.
- PROVIDE GIBBONOUS SEALANT TO PROVIDE "WATER-TIGHT" AND "AIR-TIGHT" CONDITION AT THE PERIMETERS OF ALL DOOR FRAMES, EXTENSION WINDOW FRAMES, (EVEN WHEN THE JOINT AT THE PERIMETER IS EITHER HIDDEN OR NOT READILY VISIBLE).
- DO NOT EMBED CONDUIT INTO ANY ELEVATED COMPOSITE SLAB. ALSO, DO NOT RECESS OR EMBED CONDUIT, PIPING, BACK BOXES OR ANYTHING ELSE THAT COULD ADVERSELY AFFECT EITHER THE STRUCTURAL INTEGRITY OR THE FIRE RATED INTEGRITY OF THE ELEVATED SLAB INTO ANY TYPE OF ELEVATED SLAB.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND VERIFYING DIRECTLY WITH THE OWNER REGARDING ANY OWNER DESIRED CHANGES TO THE NAMING CONVENTION FOR INDIVIDUAL SPACES, FLOOR LEVELS, ETC. IN THE PROJECT. THESE MUST BE VERIFIED PRIOR TO THE LABELING OR IDENTIFICATION OF ANY OF THESE SPACES IN (OR ON) ELECTRICAL PANELS, MECHANICAL EQUIPMENT, ELEVATORS, SERVICE, COMMUNICATION SYSTEMS, SECURITY SYSTEMS, ETC.
- THE SHAPES AND SIZES OF STRUCTURAL MEMBERS SHOWN ON ARCHITECTURAL FLOOR PLANS, SECTIONS AND DETAILS ARE "DIAGRAMMATIC ONLY". SEE THE STRUCTURAL DRAWINGS FOR THE ACTUAL SHAPE AND SIZE OF EACH STRUCTURAL MEMBER.

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E101	LIGHTING - FLOOR PLANS
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PLAN REVIEW DATA

BUILDING CLASSIFICATION:

OCCUPANCY TYPE: MISCELLANEOUS (U)
CONSTRUCTION TYPE: II-B

BUILDING FIRE PROTECTION:

NOT REQUIRED

BUILDING INFORMATION:

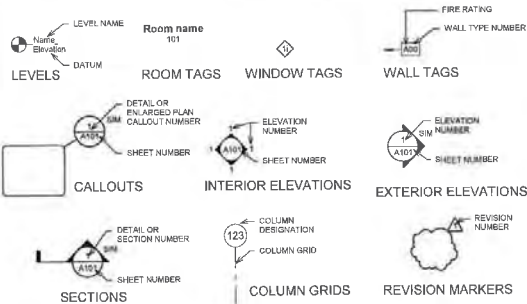
BUILDING HEIGHTS:

GROUND LEVEL: 0'-0"
BRIDGE LEVEL: 23'-0"
TOTAL BUILDING HEIGHT: 41'-4"

GOVERNING CODES AND REGULATIONS:

INTERNATIONAL BUILDING CODE, 2015
INTERNATIONAL PLUMBING CODE, 2015
INTERNATIONAL MECHANICAL CODE, 2015
INTERNATIONAL GASEOUS CODE, 2015
NATIONAL ELECTRICAL CODE, 2014
THE AMERICANS WITH DISABILITIES ACT (ADA) AND ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (1991)

GRAPHIC SYMBOLS LEGEND



VICINITY MAP



RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E	GRESHAM SMITH	PROJECT INFORMATION	US-31

REFERENCE PROJECT NO. DE-HPP-TAPBH-A124 ()	FISCAL YEAR 2019	SHEET NO S01
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GENERAL NOTES

GN. GENERAL

GN.1 THE STRUCTURAL DRAWINGS AND SPECIFICATIONS ARE A PORTION OF THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR AND SUBCONTRACTORS SHALL REFERENCE AND COORDINATE WITH ALL OTHER DISCIPLINES' DRAWINGS. ANY DISCREPANCIES OR OMISSIONS SHALL BE REPORTED TO THE STRUCTURAL ENGINEER AND ARCHITECT.

GN.2 DESIGN CRITERIA:

A. CODES AND SPECIFICATIONS:

- GENERAL BUILDING CODE: INTERNATIONAL BUILDING CODE, 2015 EDITION
- DESIGN LOAD CRITERIA: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES, AMERICAN SOCIETY OF CIVIL ENGINEERS, ASCE 7
- CONCRETE: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, AMERICAN CONCRETE INSTITUTE, ACI 318.
- ARCHITECTURAL PRECAST CONCRETE: MANUAL FOR QUALITY CONTROL FOR PLANTS AND PRODUCTION OF ARCHITECTURAL PRECAST CONCRETE PRODUCTS, PRECAST/PRESTRESSED CONCRETE INSTITUTE, PCI, MNL 117.
- STRUCTURAL STEEL: SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, AISC 360.
- STEEL DECK: STEEL DECK INSTITUTE DESIGN MANUAL FOR COMPOSITE DECKS, FORM DECKS, ROOF DECKS AND CELLULAR METAL FLOOR DECK WITH ELECTRICAL DISTRIBUTION.
- MASONRY: BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES, TMS 402/ACI 530/ASCE 5. SPECIFICATION FOR MASONRY STRUCTURES, TMS 602/ACI 530.1/ASCE 6.

B. DESIGN LOADS (PSF):

- DEAD LOADS: ANY CHANGES IN CONSTRUCTION MATERIALS FROM THOSE SHOWN ON THE ARCHITECTURAL OR STRUCTURAL DRAWINGS SHALL BE REPORTED BY THE CONTRACTOR TO THE STRUCTURAL ENGINEER FOR VERIFICATION OF LOAD-CARRYING CAPACITY OF THE STRUCTURE.
- LIVE LOADS: ROOF (REDUCIBLE)-----20
ELEVATOR MACHINE ROOM (NON-REDUCIBLE) -----125
STAIRS, EXITWAYS-----100
LIVE LOAD REDUCTIONS HAVE BEEN APPLIED IN ACCORDANCE WITH THE BUILDING CODE, UNLESS NOTED.
- SNOW LOAD: GROUND SNOW LOAD (Pg)-----5.0
- WIND LOADS: ULTIMATE DESIGN WIND SPEED, Vult-----115 MPH (3 - SECOND GUST)
NOMINAL DESIGN WIND SPEED, Vasd-----90 MPH (3 - SECOND GUST)
RISK CATEGORY-----II
WIND EXPOSURE CATEGORY-----B
INTERNAL PRESSURE COEFFICIENT-----+0.18
WALL COMPONENT AND CLADDING WIND PRESSURE-SEE DRAWINGS

5. SEISMIC LOADS:
SEISMIC IMPORTANCE FACTOR (Ie)-----1.0

MAPPED SPECTRAL RESPONSE ACCELERATIONS:
Ss-----0.250
S1-----0.104
SITE CLASS-----B
SITE COEFFICIENTS:
Fa-----1.000
Fv-----1.000
DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS:
Sds-----0.173
SD1-----0.069
SEISMIC DESIGN CATEGORY-----B
BASIC SEISMIC-FORCE-RESISTING SYSTEM:
DESIGN BASE SHEAR-----X KIPS
SEISMIC RESPONSE COEFFICIENT (Cs)-----0.0665
RESPONSE MODIFICATION FACTOR (R)-----2
OVER-STRENGTH FACTOR (Oo)-----2.5
DEFLECTION AMPLIFICATION FACTOR (Cd)-----1.75
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE METHOD
REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SEISMIC SUPPORT AND ATTACHMENT REQUIREMENTS FOR UTILITIES.

GN.3 CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO FABRICATION/CONSTRUCTION. NOTIFY STRUCTURAL ENGINEER AND ARCHITECT OF ANY DISCREPANCIES PRIOR TO FABRICATION/CONSTRUCTION.

GN.4 SPECIAL INSPECTIONS/STRUCTURAL ENGINEER'S SITE VISITS:

A. SPECIAL INSPECTIONS ARE REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE. REFER TO DRAWINGS.

B. SITE VISITS BY STRUCTURAL ENGINEER:

- STRUCTURAL ENGINEER'S SITE VISITS ARE FOR VISUAL OBSERVATION OF THE IN-PLACE STRUCTURE FOR GENERAL CONFORMANCE TO THE APPROVED CONSTRUCTION DOCUMENTS AT THE TIME OF THE OBSERVATION.
- CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER AND ARCHITECT, PER THE SCHEDULE STATED BELOW, WHEN SUCH ITEMS HAVE PROGRESSED TO THE POINT WHERE THEY WILL BE IN PLACE AND READY FOR REVIEW. FAILURE TO NOTIFY MAY REQUIRE REMOVAL OF COMPLETED CONSTRUCTION.

NOTIFY PRIOR TO THE FOLLOWING SCHEDULED TASKS	REQUIRED DAYS NOTIFICATION
FIRST FOUNDATION POUR-----	2 DAYS
GROUTING MASONRY WALL CONSTRUCTION-----	2 DAYS
CONCRETE WALL POURS-----	2 DAYS
COVERING METAL ROOF DECK-----	2 DAYS

C. SITE VISITS BY THE STRUCTURAL ENGINEER'S OFFICE DO NOT REPLACE INSPECTIONS AND TESTING BY THE TESTING AGENCY OR SPECIAL INSPECTOR.

GN.5 SUBMITTALS:

A. REVIEW OF SHOP DRAWINGS AND OTHER SUBMITTALS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTING TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. ALL SHOP DRAWINGS MUST BE REVIEWED AND "APPROVED" BY THE CONTRACTOR PRIOR TO SUBMITTAL.

A. REVIEW OF SHOP DRAWINGS AND OTHER SUBMITTALS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTING TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. ALL SHOP DRAWINGS MUST BE REVIEWED AND "APPROVED" BY THE CONTRACTOR PRIOR TO SUBMITTAL.

B. ELECTRONIC SHOP DRAWING SUBMITTALS: SUBMIT ALL ELECTRONIC SHOP DRAWINGS IN .PDF FORMAT. REVIEWED SHOP DRAWINGS WILL BE RETURNED IN .PDF FORMAT. ALL PRINTS REQUIRED BY THE CONTRACTOR ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE MADE AFTER APPROVED SHOP DRAWINGS ARE RETURNED.

C. RESUBMITTED SHOP DRAWINGS: RESUBMITTED SHOP DRAWINGS SHALL HAVE ALL CHANGES SINCE THE PREVIOUS SUBMISSION IDENTIFIED BY CLOUDING OR OTHER CLEAR COMMUNICATION. RE-REVIEWED SHOP DRAWINGS WILL ONLY BE REVIEWED FOR IDENTIFIED CHANGES.

D. SHOP DRAWINGS: THE CONTRACTOR SHALL SUBMIT FOR STRUCTURAL ENGINEER REVIEW SHOP DRAWINGS FOR THE FOLLOWING ITEMS. ITEMS MARKED (*) SHALL HAVE SHOP DRAWINGS SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED. ITEMS MARKED (#) SHALL BE SUBMITTED FOR STRUCTURAL ENGINEER'S RECORD ONLY.

- CONCRETE MIX DESIGNS
- CONCRETE REINFORCING
- CONCRETE FORMWORK (#)
- STRUCTURAL STEEL (*)
- STEEL STAIRS (*)
- ELEVATORS (#)
- STEEL DECK
- MASONRY MORTAR MIX DESIGNS
- MASONRY GROUT MIX DESIGNS
- MASONRY REINFORCING

E. DESIGN CALCULATIONS: THE CONTRACTOR SHALL SUBMIT FOR STRUCTURAL ENGINEER'S RECORD, DESIGN CALCULATIONS SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED FOR THE FOLLOWING ITEMS.

- STRUCTURAL STEEL CONNECTIONS
- STEEL STAIRS

GN.6 ALL DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS, UNLESS NOTED.

GN.7 THE CONTRACTOR IS RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

GN.8 CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS/ROOFS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT LOADS DO NOT EXCEED THE DESIGN LIVE LOAD.

FD. FOUNDATION

FD.1 GEOTECHNICAL REPORT: FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT BY TERRACON CONSULTANTS, TITLED "BRIDGE FOUNDATION REPORT PROJECT NO. DE-HPP-TAPBH-A124 () DATED APRIL 2, 2019". THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL REPORT FROM THE OWNER AND FOLLOW ALL REQUIREMENTS AND RECOMMENDATIONS.

FD.2 DESIGN BEARING PRESSURES:
CONTINUOUS WALL FOOTINGS-----1500 PSF
DRIVEN PILES TO ROCK (12X53)-----100 KIPS



RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E		GENERAL NOTES	US-31

7/20/2019 8:15:10 PM P:\Road\2879\10118-034 - City of Houston (118) (Houston Bridge - I15 - CENTRAL) (General) (10118) (10118)

REFERENCE PROJECT NO DE-HPP-TAPBH-A124 ()	FISCAL YEAR 2019	SHEET NO 50.2
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GENERAL NOTES

- FD.3 ALL FOUNDATION BEARING SURFACES SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING CONCRETE TO ENSURE COMPLIANCE WITH PRESSURES NOTED. THE FINAL BEARING ELEVATIONS MAY VARY AS REQUIRED TO PROVIDE PROPER BEARING CAPACITY IN AN APPROVED BEARING STRATUM AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
- FD.4 FOOTINGS SHALL BE PLACED THE SAME DAY AS INSPECTION BY THE GEOTECHNICAL ENGINEER UNLESS EXTENDED TIME IS APPROVED BY THE GEOTECHNICAL ENGINEER.
- FD.5 FOOTINGS SHALL BE NEATLY EXCAVATED WHERE POSSIBLE WITH SIDES AND TOP EDGES FREE OF LOOSE OR WET MATERIALS. WHERE NEAT EXCAVATION IS NOT POSSIBLE, FOOTING EXCAVATION SHALL BE FILLED WITH CONCRETE TO THE TOP OF FOOTING. THE BOTTOM EXCAVATION SHALL BE CLEAN AND DRY WITH ALL LOOSE MATERIAL REMOVED FOR AN ESSENTIALLY FLAT BEARING SURFACE. WHERE SOFT OR UNSUITABLE BEARING SURFACES ARE ENCOUNTERED, THE AREA SHALL BE UNDERCUT AS REQUIRED AND REPLACED WITH LEAN CONCRETE OR COMPACTED DENSE GRADED CRUSHED STONE AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- FD.6 COMPACTED FILL SHALL MEET THE REQUIREMENTS NOTED IN THE GEOTECHNICAL REPORT. EXCAVATED MATERIAL MAY BE USED AS BACKFILL MATERIAL WITH WRITTEN APPROVAL FROM THE GEOTECHNICAL ENGINEER STATING THAT SUCH MATERIAL IS SUITABLE AS BACKFILL AND INSTRUCTIONS ARE GIVEN FOR PROPER MOISTURE CONTENT AND COMPACTION.
- FD.7 BACKFILL FOR FOUNDATION AND RETAINING WALLS SHALL BE A FREE DRAINING GRANULAR MATERIAL. BACKFILL SHALL BE COMPACTED SUFFICIENTLY TO PREVENT SUBSIDENCE OF SURFACE ADJACENT TO WALL. THE GRANULAR MATERIAL SHALL BE PLACED IN A 45 DEGREE WEDGE EXTENDING FROM THE BASE OF THE WALL.
- FD.8 RETAINING WALL DESIGN CRITERIA:
ACTIVE DESIGN PRESSURE-----29 PCF
PASSIVE DESIGN PRESSURE-----424 PCF
COEFFICIENT OF FRICTION-----0.3
- FD.9 FOUNDATION AND RETAINING WALLS SHALL NOT BE BACKFILLED UNTIL CONCRETE HAS ATTAINED THE REQUIRED 28 DAY COMPRESSIVE STRENGTH.
- FD.10 PROVIDE 4" OF COMPACTED GRANULAR FILL BENEATH ALL SLABS ON GRADE. PROVIDE 10 MIL VAPOR RETARDER BETWEEN BOTTOM OF SLAB AND TOP OF GRANULAR FILL.
- FD.11 FOUNDATIONS SHALL BE CENTERED ABOUT COLUMN LINES, UNLESS NOTED.

CN. CONCRETE

- CN.1 CONCRETING OPERATIONS SHALL COMPLY WITH ACI STANDARDS.
- CN.2 MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS (PSI), TYPE OF CONCRETE, MAXIMUM W/C (WATER/CEMENTITIOUS MATERIALS RATIO), TOTAL AIR CONTENT, SLUMP AND COMPACTION USE:

STRENGTH	TYPE	W/C	ATR	SLUMP	USE
3000	NORMAL WT.	0.57	---	3" to 5"	UNLESS NOTED

***DO NOT USE AIR ENTRAINING ADMIXTURES IN INTERIOR CONCRETE SLABS TO RECEIVE A HARD TROWEL FINISH.
- CN.3 REINFORCING BARS: ASTM A615 GRADE 60.
- CN.4 REINFORCING STEEL SHOWN IN SECTIONS AND DETAILS IS A SCHEMATIC INDICATION THAT REINFORCING EXISTS. SEE SCHEDULES, SECTION NOTES AND GENERAL NOTES FOR ACTUAL REINFORCING REQUIRED.
- CN.5 REINFORCING BAR PLACING ACCESSORIES TO BE INSTALLED IN ACCORDANCE WITH ACI MANUAL OF STANDARD PRACTICE. WHERE CONCRETE IS EXPOSED IN FINISHED BUILDING, PROVIDE ACCESSORIES WITH RUSTPROOF LEGS.
- CN.6 DETAIL REINFORCEMENT IN ACCORDANCE WITH ACI 315. REINFORCEMENT SHALL NOT BE WELDED UNLESS NOTED OR APPROVED BY THE STRUCTURAL ENGINEER.
- CN.7 SPLICES SHALL BE CLASS "B" TENSION LAP SPLICE, UNLESS NOTED.
- CN.8 REINFORCING MARKED "CONTINUOUS" SHALL BE SPLICED WITH CLASS "B" TENSION LAP SPLICE, UNLESS NOTED.

- CN.9 CONCRETE COVERAGE OF REINFORCEMENT, UNLESS NOTED:
FOOTINGS-----2" TOP & 3" BOTTOM & SIDES
PEDESTALS-----1-1/2" CLEAR OF TIES
SLUMP AND PIT WALLS-----2" BOTH FACES
MAT FOUNDATION-----2" TOP & 3" SIDES & 9" BOTTOM

- CN.10 PEDESTAL, COLUMN AND WALL VERTICAL REINFORCING: DOWN TO FOUNDATION WITH HOOKED BARS OF SAME SIZE AND SPACING AS VERTICAL REINFORCING.
- CN.11 FOR CONCRETE WALLS WITH A SINGLE LAYER OF REINFORCING, REINFORCING TO BE CENTERED IN WALL UNLESS NOTED.

SS. STRUCTURAL STEEL

- SS.1 FABRICATE AND ERECT ALL STRUCTURAL STEEL IN ACCORDANCE WITH AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
- SS.2 STRUCTURAL STEEL AND STRUCTURAL STEEL CONNECTIONS SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS UNLESS NOTED OTHERWISE:

W SHAPES	ASTM A992
STIFFENER PLATES, BASE PLATES, CAP PLATES, CONNECTION PLATES, AND ANGLES	ASTM A36
HOLLOW STRUCTURAL SECTIONS	ASTM A500, GRADE C
WELDED CONNECTIONS	E70XX ELECTRODES, MINIMUM SIZE FILLET WELD 3/16"
HEADED ANCHOR RODS	ASTM F1554 GRADE 36 ANCHOR AND HEAVY HEX NUT, UNLESS INDICATED.
SHEAR CONNECTORS	ASTM A108, GRADE 1015 THROUGH 1020, HEADED-STUD TYPE, COLD FINISHED CARBON STEEL; AWS D1.1, TYPE B.
BOLTS	ASTM A325 OR A490
NUTS	ASTM A563
WASHERS	ASTM F436

- SS.3 WHERE NO CAMBER IS INDICATED, BEAMS SHOULD BE ERECTED WITH NATURAL CAMBER ORIENTED UPWARD.
- SS.4 HSS MEMBERS SHALL HAVE A 1/4" CLOSURE PLATE.
- SS.5 FOUR ANCHOR RODS MINIMUM FOR BASE PLATES UNDER COLUMNS.
- SS.6 GROUT UNDER BEARING PLATES SHALL BE NON-SHRIK, NON-METALLIC TYPE. GROUT SHALL HAVE A SPECIFIED DESIGN COMPRESSIVE STRENGTH TWO TIMES THAT OF THE SUPPORTING CONCRETE.
- SS.7 STRUCTURAL STEEL MEMBERS SHALL NOT BE CUT, SPLICED, OR MODIFIED IN THE FIELD UNLESS NOTED ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE STRUCTURAL ENGINEER.
- SS.8 STRUCTURAL STEEL NOT EXPOSED TO VIEW SHALL BE PRIMED WITH MANUFACTURER'S STANDARD SHOP PRIMER. STRUCTURAL STEEL EXPOSED TO WEATHER IN ITS FINAL POSITION SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123. FOR STRUCTURAL STEEL EXPOSED TO VIEW, REFER TO PROJECT SPECIFICATIONS FOR FINISHED COATING SYSTEM.
- SS.9 DRAIN HOLES SHALL BE PROVIDED IN ALL STEEL AS REQUIRED TO PREVENT WATER ACCUMULATION. HOLES THROUGH STRUCTURAL STEEL MEMBERS SHALL BE ROUND SMOOTH AND NOT EXCEEDING 1/2" DIAMETER. DRAIN HOLES SHALL BE LEFT CLEAN AND UNOBSERVED.

SC. STRUCTURAL STEEL CONNECTIONS

- SC.1 ALL LOADS GIVEN ON THE DRAWINGS FOR THE DESIGN OF STRUCTURAL STEEL CONNECTIONS ARE IN ACCORDANCE WITH "LOAD AND RESISTANCE FACTOR DESIGN" (LRFD).
- SC.2 CONNECTION DETAILS SHOWN ON THE DRAWINGS ARE CONCEPTUAL UNLESS COMPLETELY DETAILED.

- SC.3 ALL STRUCTURAL STEEL CONNECTIONS NOT COMPLETELY DETAILED ON THE STRUCTURAL DRAWINGS SHALL BE DESIGNED BY THE CONTRACTOR TO RESIST FORCES INDICATED. THE CONTRACTOR'S CONNECTION DESIGN SHALL BE UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE WHERE THE PROJECT IS LOCATED. LBYD CAN CONTRACT WITH THE CONTRACTOR TO PROVIDE CONNECTION DESIGN SERVICES IF REQUESTED.

- SC.4 ALTERNATE CONNECTION DETAILS MAY BE UTILIZED BY THE CONTRACTOR WITH PRIOR APPROVAL BY THE ARCHITECT AND STRUCTURAL ENGINEER. THE CONTRACTOR'S ALTERNATE CONNECTION DESIGN SHALL BE UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE WHERE THE PROJECT IS LOCATED.

- SC.5 DESIGN CALCULATIONS FOR THE CONNECTIONS SHALL BE PROVIDED BY THE CONTRACTOR AND DESIGNED BY A PROFESSIONAL ENGINEER. CALCULATIONS SHALL BEAR THE SEAL OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE WHERE THE PROJECT IS LOCATED AND SUBMITTED FOR THE FILES OF THE ARCHITECT AND STRUCTURAL ENGINEER. THE CONNECTION DESIGNER'S ENGINEERING SEAL ON THE DESIGN CALCULATIONS SHALL REPRESENT THAT THE CONNECTIONS INDICATED ON THE SHOP DRAWINGS HAVE BEEN REVIEWED AND ARE IN ACCORDANCE WITH THE SUBMITTED DESIGN CALCULATIONS. SHOP DRAWINGS CONTAINING CONNECTIONS FOR WHICH CALCULATIONS HAVE NOT BEEN RECEIVED OR REQUIRED CONNECTION INFORMATION IS NOT PROVIDED WILL BE RETURNED UNCHECKED AS AN INCOMPLETE SUBMITTAL.

- SC.6 REQUIRED CONNECTION INFORMATION SHALL BE SHOWN AT EACH DETAILED CONNECTION ON THE SUBMITTAL DRAWINGS AS FOLLOWS:
A. DESIGN REACTION.
B. CALCULATION PAGE NUMBER.
C. CONNECTION CAPACITY.

- SC.7 ALL NON-COMPOSITE BEAM CONNECTIONS SHALL BE "SIMPLE SHEAR CONNECTIONS", UNLESS NOTED. WHERE BEAM REACTIONS AND/OR DESIGN FORCES ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS, THE CONNECTIONS SHALL BE DESIGNED TO SUPPORT A REACTION EQUAL TO ONE-HALF THE TOTAL UNIFORM LOAD CAPACITY FROM THE MAXIMUM TOTAL UNIFORM LOAD TABLE MULTIPLIED BY A FACTOR OF 1.2 FOR GIVEN SHAPE, SPAN, AND GRADE OF STEEL.

- SC.8 TO THE NONCOMPOSITE AND COMPOSITE REACTIONS ABOVE, ADD ANY LOADS OR REACTIONS OF MEMBERS SUPPORTED BY THE BEAM WITHIN THREE FEET OF BEAM END AND THE VERTICAL COMPONENTS OF FORCES IN BRACE MEMBERS FRAMING INTO THE BEAM.

- SC.9 WHERE BEAM REACTIONS ARE SHOWN ON THE DRAWINGS, THE CONNECTIONS SHALL DEVELOP THE REACTIONS SHOWN. WHERE CONNECTIONS ARE SUBJECT TO ECCENTRICITY, SUCH ECCENTRICITY SHALL BE TAKEN INTO ACCOUNT WHEN DESIGNING AND DETAILING THE CONNECTION.

- SC.10 ERECTION AIDS ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR IS TO PROVIDE ERECTION AIDS AS REQUIRED AND REMOVE THEM ONCE WORK IS COMPLETE.

- SC.11 FOR CONNECTION DESIGN AND DETAILING, MEMBER WORK LINES ARE TO BE CONSIDERED ALONG THE MEMBERS' NEUTRAL AXES, UNLESS NOTED.

- SC.12 ALL WELDS SHALL CONFORM TO THE AMERICAN WELDING SOCIETY (ANSI/AWS D1.1) STANDARDS AND MUST BE PERFORMED BY AN ANSI/AWS CERTIFIED WELDER.

- SC.13 ALL WELD SIZES ARE TO BE CONSIDERED AS EFFECTIVE WELD SIZES AND MUST BE INCREASED TO ACCOUNT FOR ANY GAPS OR SKEWS BETWEEN MEMBERS AS REQUIRED BY ANSI/AWS D1.1.

- SC.14 BOLTED CONNECTIONS SHALL USE BEARING TYPE A325-N OR A490-N IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".

- SC.15 ALL BOLTS SHALL BE 3/4" DIAMETER OR GREATER, UNLESS NOTED. USE SNUG TIGHT BEARING CONNECTIONS FOR ALL BOLTED CONNECTIONS UNLESS NOTED.

- SC.16 BOLTS THROUGH 4" WIDE BEAM FLANGES SHALL BE 5/8" DIAMETER.

- SC.17 BOLTS LOADED IN TENSION SHALL BE FULLY PRETENSIONED ACCORDING TO RCSC.

- SC.18 DO NOT REUSE PRETENSIONED BOLTS.

RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE GENERAL NOTES CONTINUED	ROUTE US-31
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E			

GENERAL NOTES

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SD. STEEL DECK

- SD.1 DECK PROPERTIES AND ATTACHMENTS SHALL BE IN ACCORDANCE WITH THE STEEL DECK INSTITUTE.
- SD.2 DECK SHALL BE CONTINUOUS OVER THREE OR MORE SPANS.
- SD.3 DO NOT SHORE DECK.
- SD.4 SIDELAP AND PERIMETER DECK EDGE FASTENERS ARE TO BE INSTALLED BETWEEN SUPPORTS.
- SD.5 ROOF DECK: WIDE RIB TYPE "WR", STEEL ROOF DECK, 18 GAGE, 1-1/2" DEEP, GALVANIZED. SHEET STEEL FOR DECK SHALL HAVE A MINIMUM YIELD STRENGTH OF 33 KSI
- SD.6 DO NOT ALLOW EXTRANEIOUS MATERIALS AND SYSTEMS TO BE INCORPORATED INTO REFERENCED TESTED FIRE-RATED DESIGN ASSEMBLIES (TYPICALLY U.L. DESIGNS). THIS INCLUDES CASTING EMBEDDED CONDUITS AND PIPING IN CONCRETE SLABS ON METAL DECK. REFER TO THE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR ASSEMBLY DESCRIPTIONS.

MA. MASONRY

- MA.1 MASONRY CONSTRUCTION SHALL CONFORM TO TMS 402/ACI 530/ASCE 5 AND TMS 602/ACI 530.1/ASCE 6 SPECIFICATIONS.
- MA.2 CONCRETE MASONRY UNITS (CMU) SHALL BE LIGHTWEIGHT (DENSITY = 105 PCF), CONFORMING TO ASTM C90, UNLESS NOTED.
- MA.3 COMPRESSIVE STRENGTH OF MASONRY (F'm): 2000 PSI AT 28 DAYS.
- MA.4 GROUT SHALL CONFORM TO ASTM C476 WITH COMPRESSIVE STRENGTH (F'g) OF 2500 PSI AT 28 DAYS. GROUT SHALL BE PLACED ACCORDING TO TMS 602/ACI 530.1/ASCE 6 SECTION 3.5.
- MA.6 MORTAR SHALL CONFORM TO ASTM C270, TYPE S OR M FOR TYPICAL CONDITIONS, TYPE M FOR BASEMENT AND RETAINING WALLS.
- MA.6 ALL MASONRY SHALL BE RUNNING BOND, UNLESS NOTED.
- MA.7 ALL BLOCK CELLS AND CAVITIES BELOW GRADE SHALL BE FILLED WITH CONCRETE OR GROUT.
- MA.8 SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF MASONRY CONTROL JOINTS AND OPENINGS.
- MA.9 REINFORCING BARS: ASTM A615 GRADE 60. LAP REINFORCING BARS ACCORDING TO TYPICAL DETAILS.
- MA.10 HORIZONTAL JOINT REINFORCING: LADDER TYPE, 9 GAGE SPACED VERTICALLY AT 16", UNLESS NOTED. PLACE REINFORCING ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. LAP REINFORCING A MINIMUM OF 6".
- MA.11 WHEN REINFORCING BARS ARE SPECIFIED, PROVIDE AT EACH SIDE OF CONTROL JOINTS, OPENINGS AND WALL ENDS ACCORDING TO TYPICAL DETAILS. REINFORCING BARS TO BE CENTERED IN WALL, UNLESS NOTED.
- MA.12 CONDUIT, PIPING, AND SLEEVES OF ANY MATERIAL TO BE EMBEDDED IN MASONRY SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
 - A. CONDUIT, PIPING, AND SLEEVES OF ALUMINUM SHALL NOT BE EMBEDDED IN MASONRY.
 - B. CONDUIT, PIPING, AND SLEEVES SHALL NOT PASS THROUGH JAMBS, LINTELS, BOND BEAMS, OR SHEAR WALLS WITHOUT APPROVAL BY THE STRUCTURAL ENGINEER.
 - C. REINFORCING SHALL NOT BE CUT, BENT, OR DISPLACED FOR PLACEMENT OF CONDUIT, PIPING, AND SLEEVES.
 - D. CONDUIT, PIPING, AND SLEEVES SHALL BE NO CLOSER THAN 3 DIAMETERS ON CENTER. MINIMUM SPACING OF DIFFERENT DIAMETERS SHALL BE DETERMINED USING THE LARGER DIAMETER.
- MA.13 TEMPORARY BRACING OF CMU WALLS IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL REMAIN IN PLACE UNTIL PERMANENT RESTRAINT IS PROVIDED.

PA. POST INSTALLED ANCHORS

- PA.1 POST INSTALLED ANCHORS SHALL COMPLY WITH ACI-318 CHAPTER 17
- PA.2 ACCEPTABLE MANUFACTURERS SHALL INCLUDE BUT ARE NOT LIMITED TO HILTI, INC. AND SIMPSON STRONG-TIE COMPANY, INC. AND DEWALT ANCHORS.
- PA.3 CARE SHALL BE TAKEN IN PLACING POST INSTALLED ANCHORS TO AVOID CONFLICTS WITH EXISTING REBAR.
- PA.4 HOLES SHALL BE DRILLED AND CLEANED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE SHOWN SHALL BE SUBMITTED BY THE CONTRACTOR ALONG WITH PREPARED DOCUMENTATION DEMONSTRATING THAT THE PRODUCT IS CAPABLE OF ACHIEVING EQUIVALENT PERFORMANCE VALUES (MINIMUM) OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARD(S) AS REQUIRED BY THE BUILDING CODE.
- PA.5 THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND RECOMMENDATIONS.
- PA.6 ADHESIVE ANCHORS MUST BE INSTALLED IN CONCRETE AGED A MINIMUM OF 21 DAYS.
- PA.7 A REPRESENTATIVE OF THE POST-INSTALLED ANCHOR MANUFACTURER SHALL BE PRESENT FOR THE FIRST INSTALLATION OF EACH TYPE OF ANCHOR USED TO DEMONSTRATE AND INSTRUCT TO THE CONTRACTOR'S INSTALLATION CREW AND PERSONNEL THE PROPER METHOD OF INSTALLATION. SHOULD THE CONTRACTOR CHANGE INSTALLATION CREW OR INDIVIDUALS INSTALLING THE ANCHOR, THE MANUFACTURER'S REPRESENTATIVE SHALL BE NOTIFIED BY THE CONTRACTOR TO RETURN AND PROVIDE INSTRUCTION TO THE NEW INSTALLER(S).
- PA.8 CONCRETE ANCHORS:
 - 1. MECHANICAL ANCHORS FOR USE IN CRACKED AND UNCRACKED CONCRETE SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI-308.2 AND ICC-ES AC109.
 - 2. ADHESIVE ANCHORS FOR USE IN CRACKED AND UNCRACKED CONCRETE SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI308.4 AND ICC-ES AC308.
- PA.9 MASONRY ANCHORS:
 - 1. ANCHORAGE TO SOLID-GROUTED CONCRETE MASONRY:
 - A. MECHANICAL AND CONCRETE SCREW ANCHORS FOR USE IN SOLID-GROUTED CONCRETE MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC01 OR ICC-ES AC109, RESPECTIVELY.
 - B. ADHESIVE ANCHORS FOR USE IN SOLID-GROUTED CONCRETE MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC58 OR AC60.
 - 2. ANCHORAGE TO HOLLOW CONCRETE MASONRY/UNREINFORCED CLAY BRICK MASONRY:
 - A. SCREW ANCHORS FOR USE IN HOLLOW CONCRETE MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED IN ACCORDANCE WITH ICC-ES AC106.
 - B. ADHESIVE ANCHORS WITH SCREEN TUBES SHALL BE TESTED AND QUALIFIED IN ACCORDANCE WITH ICC-ES AC58 OR AC60, AS APPROPRIATE. THE APPROPRIATE SCREEN TUBE SHALL BE USED AS RECOMMENDED BY THE ADHESIVE MANUFACTURER.

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Abbreviations

&	And	EXT	Exterior	OD	Outside Diameter
ø	At (when indicating spacing only)	EXTN	Extension	OPNG (S)	Opening (s)
A/C	Air Conditioner	F TO F	Face To Face	OPP	Opposite
ADDNL	Additional	F°	Degree Fahrenheit	PAR.	Parallel
ADJ	Adjacent	FABR	Fabricator	PARTN (S)	Partition (s)
AESS	Architecturally Exposed Structural Steel	FAS	Fastener	PC	Precast Concrete
AFF	Above Finish Floor	FD	Floor Drain	PCI	Pounds Per Cubic Inch
AHU	Air Handling Unit	FDN	Foundation	PCY	Pounds Per Cubic Yard
ALT	Alternate	FF	Finished Floor	PEN	Penetration
ANG	Anchor	FFN	Finish (ed)	PERM	Permanent
APPROX	Approximate	FLG	Flange	PERP	Perpendicular
APPRV	Approved	FLR	Floor	PL	Plate
AR	Anchor Rod	F.O.G.	Face of Girt	PLBG	Plumbing
ARCH.	Architectural	FOS	Face To Stud	PLF	Pounds Per Lineal Foot
ASD	Allowable Stress Design	FHMG	Framing	PREFAB	Prefabricated
		FS	Far Side	PRELIM	Preliminary
		FT	Foot	PROJ	Projection
		FTG	Footing	PSF	Pounds Per Square Foot
		FV	Field Verify	PSI	Pounds Per Square Inch
B To B	Back To Back			R	Radius
BAL	Balance	GA	Gage or Gauge	RCP	Reinforced Conc Pipe
BXC	Bottom Chord Extension	GALV	Galvanized	RD	Roof Drain
BFF	Below Floor Finish	GB	Grade Beam	REF	Reference
BLDG	Building	GC	General Contractor	REIMF	Reinforcing
BLK	Block	GEN	General	REQD	Required
BLKG	Blocking	GOVT	Government	RF	Roof
BW	Beam	GR	Grade	RND	Round
BOT	Bottom	GRID	Ground	RTU	Roof Top Unit
BRDG	Bridging			SCHED	Schedule
BRG	Bearing	H STUD (S)	Headed Stud (s)	SECT	Section
BRK	Brick	HD RK	Hard Rod	SHT	Sheet
BMT	Basement	HK	Hook	SIM	Similar
BSP	Basemat	HORZ	Horizontal	SP	Space
BTWN	Between	HS	High Strength	SPEC (S)	Specified (s)
		HT	Height	SPECD	Specified
C	Channel	I.F.	Inside Face	SQ	Square
C TO C	Center To Center	ID	Inside Diameter	STD	Standard
C°	Degree Celsius	INFO	Information	STIFF.	Stiffener
CIP	Cast In Place	INT	Interior	STIR.	Stirrups
CJ	Control Joint	INTM	Intermediate	STL	Steel
CJP	Complete Joint Penetration	INV	Inverted	STR	Straight
CL	Center-Line	JG	Joist Girder	STRUCT	Structure or Struct'L
CLR	Clear Or Clearance	JST (S)	Joist (s)	SUPT (S)	Support (s)
CMU	Concrete Masonry Unit	JT	Joint	SYM	Symmetrical
CDL	Column	K	Kips (1000 lbs)	T	Tension
CDMP	Compression	KLF	Kips per lineal foot	T & B	Top and Bottom
CONC	Concrete	KSF	Kips per square foot	T & G	Tongue & Groove
CONN (S)	Connection (s)	KSI	Kips per square inch	T. O. P.	Top of Pier
CONST	Construction	L	Angle	T.O.W.	Top of Wall
CONT	Continuous	LBS	Pounds	TCX	Top Chord extension
CONTR	Contractor	LL	Live Load	TEMP	Temperature
COORD	Coordinate	LLH	Long Leg Horizontal	THK	Thick
COR	Corner	LLV	Long Leg Vertical	TOB	Top of Beam
CDV PL	Cover Plate	LONGS	Longitudinal	TOF	Top of Footing
CTR	Center	LRFD	Load and Resistance Factor Design	TOGB	Top of Grade Beam
		LWT CONC	Lightweight Concrete	TOJ	Top of Joist
DBL	Double	M	Moment	TOPC	Top of Pile Cap
DEG OR °	Degree	MAS	Masonry	TRS	Tread
DET	Detail	MATL	Material	TR	Typical
DIA or ø	Diameter	MAX	Maximum	U.N.	Unless Noted
DIAG	Diagonal	MC	Moment Connections (s)	V	Vertical
DIM (S)	Dimension (s)	MECH	Mechanical	VERT	Vertical
DL	Dead Load	MEZZ	Mezzanine	W/	With
DN	Down	MFR	Manufacture (r)	W/O	Without
DP	Drilled Pier	MID	Middle	WC	Wind Moment Connection
DWS (S)	Drawing (s)	MIN	Minimum	WD	Wood
DWL (S)	Dowel (s)	MISC	Miscellaneous	WDW	Window
		MO	Masonry Opening	WF	Wide Flange
EA	Each	NF	Near Face	WL	Wind Load
EF	Each Face	NIC	Not In Scale	WP	Work Point
EJ	Expansion Joint	NO. OR #	Number	WPPG	Waterproofing
EL	Elevation	NS	Near Side	WS	Waterstop
FLEC	Electrical	NTS	Not To Scale	WT	Weight
ELEV	Elevator	O.F.	Open Face	WWR	Welded Wire Reinforcement
EMBED.	Embedment	OC	On Center	XS	Extra Strong
ENGR	Engineer			XXS	Double Extra Strong
EOD	Edge of Deck				
EOS	Edge of Slab				
EQ	Equal				
EQUIP.	Equipment				
EW	Each Way				
EXIST.	Existing				
EXP	Expansion				
EXP ANG	Expansion Anchor				

Symbol Legend	
SYMBOL	DESCRIPTION
	Section SIM - similar situation usually noted with a note on section REF - same situation
	Elevation SIM - similar situation usually noted with a note on section REF - same situation
	Detail SIM - similar situation usually noted with a note on section REF - same situation
	Level and Elevation Indicator
	Spot Elevation *(T.O.P., TOF, FF, TOR, TOGB, TOPC, TOS, T.O.W.)
	Revision Cloud and Number
	Slab Recess (n = DEPTH IN INCHES)
	X-Bracing
	Cantilevered Moment Connection
	Moment Connection
	Beam Splice
	North Arrow
	Section/Detail/Elevation Title

Material Designations

	Brick
	Grout
	Gravel
	Earth
	Rock
	Concrete
	Masonry (Plan)
	Continuous Wood Framing
	Wood Blocking or Shims

Line Types and Weight Examples

	New Construction
	Existing Construction
	Demo Construction (Demo 3/16")
	Grid Lines
	Center Lines

Tolerances

Project - 1/256"
Dimension - 1/16"
Roof Slope - 1/32"
Angle - 0.00"

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DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E	GRESHAM SMITH	ABBREVIATIONS AND SYMBOLS	US-31

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Special Inspection General Notes

- SI.1 ALL SPECIAL INSPECTIONS SHALL BE PERFORMED IN CONFORMANCE WITH THE APPLICABLE INTERNATIONAL BUILDING CODE AND ITS REFERENCED SPECIFICATIONS.
- SI.2 THE SPECIAL INSPECTOR SHALL BE EMPLOYED BY THE OWNER OR THE OWNER'S AGENT AND NOT BY THE CONTRACTOR OR SUBCONTRACTOR WHOSE WORK IS TO BE INSPECTED OR TESTED. ANY CONFLICT OF INTEREST MUST BE DISCLOSED TO THE BUILDING OFFICIAL PRIOR TO COMMENCING WORK.
- SI.3 THE SPECIAL INSPECTOR SHALL BE QUALIFIED PER THE INTERNATIONAL BUILDING CODE AND SHALL BE EDUCATED IN THE TASKS REQUIRED TO CONDUCT, SUPERVISE, AND EVALUATE THE INSPECTIONS. THE SPECIAL INSPECTOR MUST ALSO BE OBJECTIVE, COMPETENT, AND HAVE ACCESS TO THE APPROPRIATE TESTING EQUIPMENT WHICH SHALL BE MAINTAINED AND PERIODICALLY CALIBRATED. THE QUALIFICATIONS OF THE SPECIAL INSPECTOR MAY BE SUBJECT TO THE APPROVAL OF THE BUILDING OFFICIAL.
- SI.4 SPECIAL INSPECTION AGENTS:
 - ATA: APPROVED TESTING AGENCY
 - GEOR: GEOTECHNICAL ENGINEER OF RECORD:
TERRACON CONSULTANTS, INC.
2147 RIVERCHASE OFFICE ROAD
BIRMINGHAM, ALABAMA 35244
 - SEOR: STRUCTURAL ENGINEER OF RECORD:
LBVD INC.
880 MONTCLAIR ROAD, SUITE 600
BIRMINGHAM, AL 35213
- SI.5 THE SPECIAL INSPECTIONS SHALL BE PERFORMED IN ADDITION TO ANY OBSERVATIONS PERFORMED BY THE ENGINEER OF RECORD AND ANY INSPECTIONS PERFORMED BY THE BUILDING OFFICIAL.
- SI.6 THE SPECIAL INSPECTOR SHALL MAINTAIN RECORDS AND PROVIDE THE REQUIRED DOCUMENTATION AS PRESCRIBED IN THE INTERNATIONAL BUILDING CODE, INCLUDING THE SUBMITTAL OF REPORTS TO THE BUILDING OFFICIAL AND THE DESIGNER OF RECORD.
- SI.7 THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH THE SPECIAL INSPECTOR TO ALLOW FOR SPECIAL INSPECTIONS.
- SI.8 CONSTRUCTION WHICH REQUIRES SPECIAL INSPECTIONS SHALL BE MAINTAINED IN SUCH A STATE AS TO ALLOW ACCESS FOR THE SPECIAL INSPECTOR UNTIL THE REQUIRED INSPECTIONS OR TESTS HAVE BEEN COMPLETED.
- SI.9 ANY DEVIATIONS FOUND DURING THE SPECIAL INSPECTION PROCESS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE DESIGNER OF RECORD. ALL DEVIATIONS MUST BE ADDRESSED PRIOR TO COMPLETION OF THE WORK.
- SI.10 INSPECTION FREQUENCY:
 - A. CONTINUOUS - SPECIAL INSPECTION BY THE SPECIAL INSPECTOR WHO IS PRESENT WHEN AND WHERE THE WORK TO BE INSPECTED IS BEING PERFORMED
 - B. PERIODIC - SPECIAL INSPECTION BY THE SPECIAL INSPECTOR WHO IS INTERMITTENTLY PRESENT WHERE THE WORK TO BE INSPECTED HAS BEEN OR IS BEING PERFORMED.
 - C. OBSERVE - OBSERVE ITEMS ON A RANDOM BASIS. OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS.
 - D. PERFORM - PERFORM TASKS FOR EACH JOINT, MEMBER, AND CONNECTION.
- SI.11 SPECIAL INSPECTIONS FOR STRUCTURAL, LOAD-BEARING, OR LATERAL LOAD BEARING FABRICATED ITEMS SHALL BE PERFORMED FOR THE FABRICATED ITEMS AT THE FABRICATOR'S SHOP. SPECIAL INSPECTIONS FOR FABRICATED ITEMS MAY BE WAIVED WHEN THE FABRICATOR IS REGISTERED AND HAS APPROVAL TO PERFORM THE WORK WITHOUT SPECIAL INSPECTIONS. IF THE INSPECTIONS ARE WAIVED, THE FABRICATOR MUST SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL SHOWING COMPLIANCE WITH THE APPROVED STRUCTURAL DRAWINGS.

Soils				
NO.	INSPECTION TASK	FREQUENCY	REFERENCE FOR CRITERIA	AGENT
1.00	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	PERIODIC		GEOR
3.00	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	PERIODIC		GEOR
3.00	PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	PERIODIC		GEOR
4.00	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT, AND COMPACTION OF COMPACTED FILL.	CONTINUOUS		GEOR
5.00	PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	PERIODIC		GEOR

Driven Deep Foundations				
NO.	INSPECTION TASK	FREQUENCY	REFERENCE FOR CRITERIA	AGENT
1.00	VERIFY ELEMENT MATERIALS, SIZES, AND LENGTHS COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.	CONTINUOUS		GEOR
2.00	DETERMINE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	CONTINUOUS		GEOR
3.00	INSPECT DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	CONTINUOUS		GEOR
4.00	VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM TYPE AND SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION, DETERMINE REQUIRED PENETRATIONS TO ACHIEVE DESIGN CAPACITY, RECORD TIP AND BUTT ELEVATION, AND DOCUMENT ANY DAMAGE TO FOUNDATION ELE	CONTINUOUS		GEOR
5.00	FOR STEEL ELEMENTS, PERFORM ADDITIONAL SPECIAL INSPECTIONS. SEE STEEL TABLE		IBC 1705.2	GEOR

Concrete					
NO.	INSPECTION TASK	FREQUENCY	REFERENCE FOR CRITERIA	IBC REFERENCE	Agent
1.00	INSPECT REINFORCEMENT AND VERIFY PLACEMENT.	PERIODIC	ACI 318 CH 20, 25.2, 25.3, 28.5.1-28.5.3	1908.4	ATA
2.00	INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16"	PERIODIC	ACI 318: 28.5.4		ATA
2.01	INSPECT ALL OTHER WELDS.	CONTINUOUS			ATA
3.00	INSPECT ANCHORS CAST IN CONCRETE	PERIODIC	ACI 318: 17.8.2		ATA
4.00	INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.	CONTINUOUS	ACI 318: 17.8.2.4		ATA
4.01	INSPECT ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	PERIODIC	ACI 318: 17.8.2		ATA
4.02	INSPECT MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.01.	PERIODIC	ACI 318: 17.8.2, 28.4.4	1904.1, 1904.2, 1908.2, 1908.3	ATA
5.00	VERIFY USE OF REQUIRED DESIGN MIX.	PERIODIC	ACI 318: CH 19, 28.4.3, 28.4.4		ATA
6.00	PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE. DETERMINE UNIT WEIGHT OF LIGHTWEIGHT CONCRETE.	CONTINUOUS	ASTM C 172; ASTM C 31; ACI 318: 28.4.5, 28.12	1908.10	ATA
7.00	INSPECT CONCRETE FOR PROPER APPLICATION TECHNIQUES.	CONTINUOUS	ACI 318: 20.4.5	1908.6, 1908.7, 1908.8	ATA
8.00	VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	PERIODIC	ACI 318: 20.4.7-20.4.9	1908.9	ATA
9.00	INSPECT FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	PERIODIC	ACI 318: 26.10.1(B)		ATA
10.00	CONTINUOUS CONCRETE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION OR THOSE THAT ARE DESIGNED IN ACCORDANCE WITH IBC 2015 TABLE 1809.7 ARE EXCEPTED FROM INSPECTIONS BUT NOT FROM MATERIALS TESTING.			1705.3(2)	ATA
11.00	SLABS ON GRADE ARE EXCEPTED FROM INSPECTIONS BUT NOT FROM MATERIALS TESTING.			1705.3(3)	ATA
12.00	CONCRETE FOUNDATION WALLS CONSTRUCTED IN ACCORDANCE WITH IBC 2015 TABLE 1807.1.6.2 ARE EXCEPTED FROM INSPECTIONS BUT NOT FROM MATERIALS TESTING.			1705.3(4)	ATA

Masonry - Level B				
NO.	INSPECTION TASK	FREQUENCY	REFERENCE FOR CRITERIA	AGENT
1.00	VERIFICATION OF SLUMP FLOW AND VISUAL STABILITY INDEX (VSI) AS DELIVERED TO THE PROJECT SITE FOR SELF-CONSOLIDATING GROUT.	PERIODIC	TMS 602/ACI 530/ASCE 5	ATA
2.00	VERIFICATION OF FM AND FAAC PRIOR TO CONSTRUCTION, EXCEPT WHERE SPECIFICALLY EXEMPTED BY TMS 602/ACI 530/ASCE 5.	PERIODIC	TMS 602 ART. 1.4 B	ATA
3.00	VERIFY COMPLIANCE WITH THE APPROVED SUBMITTALS.	PERIODIC	TMS 602 ART. 1.5	ATA
4.00	AS MASONRY CONSTRUCTION BEGINS, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:	PERIODIC	TMS 602 ART. 2.1, 2.6 A	ATA
4.01	PROPORTIONS OF SITE-PREPARED MORTAR	PERIODIC	TMS 602 ART. 3.3 B	ATA
4.02	CONSTRUCTION OF MORTAR JOINTS	PERIODIC	TMS 602 ART. 3.4, 3.6 A	ATA
4.04	LOCATION OF REINFORCEMENT, CONNECTOR	PERIODIC	TMS 602 ART. 3.2 D, 3.2 F	ATA
5.00	PRIOR TO GROUTING, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:	PERIODIC	TMS 602 SEC. 6.1; TMS 602 ART. 2.4, 3.4	ATA
5.01	GROUT SPACE	PERIODIC	TMS 602 SEC. 6.1, 6.2.1, 6.2.6, 6.2.7;	ATA
5.02	GRADE, TYPE, AND SIZE OF REINFORCEMENT AND ANCHOR BOLT	PERIODIC	TMS 602 ART. 3.2 E, 3.4, 3.6 A	ATA
5.03	PLACEMENT OF REINFORCEMENT AND CONNECTOR	PERIODIC	TMS 602 ART. 2.6 B, 2.4 G.1.D	ATA
6.04	PROPORTIONS OF SITE-PREPARED GROUT	PERIODIC	TMS 602 ART. 3.3 B	ATA
6.00	CONSTRUCTION OF MORTAR JOINTS	PERIODIC	TMS 602 ART. 3.3 B	ATA
6.01	VERIFY DURING CONSTRUCTION:	PERIODIC	TMS 602 ART. 3.3 F	ATA
6.01	SIZE AND LOCATION OF STRUCTURAL ELEMENTS	PERIODIC	TMS 402 SEC. 1.2.1(e), 6.1.4.3, 6.2.1	ATA
6.02	TYPE, SIZE, AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES, OR OTHER CONSTRUCTION	PERIODIC	TMS 602 ART. 1.8 C, 1.8 D	ATA
6.04	PREPARATION, CONSTRUCTION, AND PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40°F) OR HOT WEATHER (TEMPERATURE ABOVE 90°F)	PERIODIC	TMS 602 ART. 1.4 B.2.a.3, 1.4 B.2.b.3, 1.4 B.2.c.3, 1.4 B.3, 1.4 B.4	ATA
7.00	OBSERVE PREPARATION OF GROUT SPECIMENS, MORTAR SPECIMENS, AND/OR PRISMS	PERIODIC		ATA

RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE SPECIAL INSPECTIONS	ROUTE US-31
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E			

REFERENCE PROJECT NO. DE-HPP-TAPBH-A124 ()	FISCAL YEAR 2019	SHEET NO. 80.6
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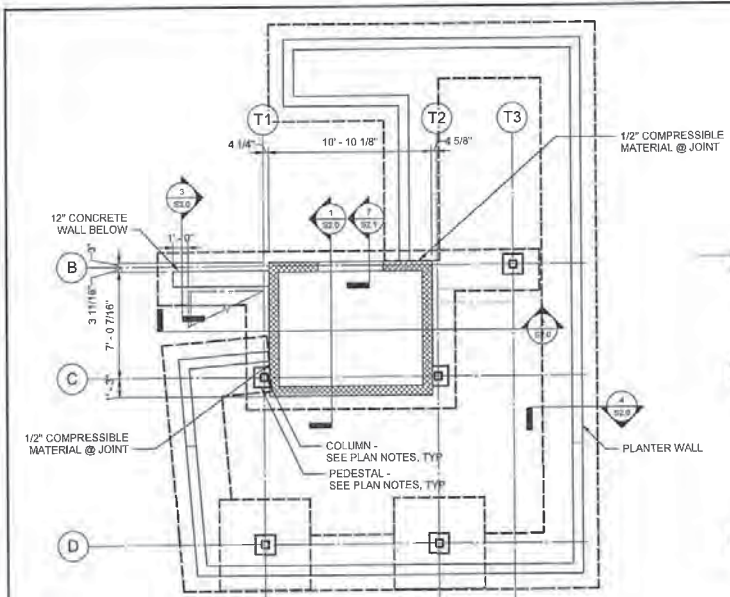
Structural Steel				
NO.	INSPECTION TASK	FREQUENCY	REFERENCE FOR CRITERIA	AGENT
1.00	INSPECTOR SHALL BE ON THE PREMISES FOR INSPECTION DURING THE PLACEMENT OF ANCHOR RODS AND OTHER EMBEDMENTS SUPPORTING STRUCTURAL STEEL		AISC 360 SEC. N5.7	ATA
1.01	DIAMETER, GRADE, TYPE, LENGTH, AND EMBEDMENT DEPTH OF ANCHOR RODS AND OTHER EMBEDDED ITEMS	PERFORM		ATA
1.02	INSPECT THE FABRICATED STEEL OR ERECTED STEEL FRAME, AS APPROPRIATE, TO VERIFY COMPLIANCE WITH THE DETAILS SHOWN, SUCH AS BRACES, STIFFENERS, MEMBER LOCATIONS AND PROPER APPLICATION OF JOINT DETAILS AT EACH CONNECTION.	PERFORM		ATA
2.00	INSPECTION TASKS PRIOR TO WELDING:		AISC 360 SEC. N5.4	
2.01	WELDING PROCEDURE SPECIFICATIONS (WPS) AVAILABLE	PERFORM		ATA
2.02	MANUFACTURER CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE	PERFORM		ATA
2.03	MATERIAL IDENTIFICATION (TYPE/GRADE)	OBSERVE		ATA
2.04	WELDER IDENTIFICATION SYSTEM (a)	OBSERVE		ATA
2.05	FIT-UP OF GROOVE WELDS (INCLUDING JOINT GEOMETRY), JOINT PREPARATION, DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL), CLEANLINESS (CONDITION OF STEEL SURFACES), TACKING (TACK WELD QUALITY AND LOCATION), AND BACKING TYPE AND FIT (IF APPLICABLE)	OBSERVE		ATA
2.06	CONFIGURATION AND FINISH OF ACCESS HOLES	OBSERVE		ATA
2.07	CHECK WELDING EQUIPMENT	OBSERVE		ATA
3.00	INSPECTION TASKS DURING WELDING:		AISC 360 SEC. N5.4	
3.01	USE OF QUALIFIED WELDERS	OBSERVE		ATA
3.02	CONTROL AND HANDLING OF WELDING CONSUMABLE PACKAGING AND EXPOSURE CONTROL	OBSERVE		ATA
3.03	NO WELDING OVER CRACKED TACK WELDS	OBSERVE		ATA
3.04	ENVIRONMENTAL CONDITIONS INCLUDING WIND SPEED WITHIN LIMITS, PRECIPITATION, AND TEMPERATURE	OBSERVE		ATA
3.05	WPS FOLLOWED INCLUDING SETTINGS ON WELDING EQUIPMENT, TRAVEL SPEED, SELECTED WELDING MATERIALS, SHIELDING GAS TYPE/LOW RATE, PREHEAT APPLIED, INTERPASS TEMPERATURE MAINTAINED (MIN/MAX), AND PROPER POSITION (F, V, H, CH)	OBSERVE		ATA
3.06	WELD TACKLING INCLUDING INTERPASS AND FINAL CLEANING, EACH PASS WITHIN PROFILE LIMITATIONS, EACH PASS MEETS QUALITY REQUIREMENTS	OBSERVE		ATA
4.00	INSPECTION TASKS AFTER WELDING:		AISC 360 SEC. N5.4	
4.01	WELDS CLEANED	OBSERVE		ATA
4.02	SIZE, LENGTH, AND LOCATION OF WELDS	PERFORM		ATA
4.03	WELDS MEET VISUAL ACCEPTANCE CRITERIA FOR CRACK PROHIBITION, WELD METAL FUSION, CRATER CROSS SECTION, WELD PROFILES, WELD SIZE, UNDERCUT, AND POROSITY	PERFORM		ATA
4.04	ARC STRIKES	PERFORM		ATA
4.05	K-AREA (b)	PERFORM		ATA
4.06	BACKING REMOVED AND WELD TABS REMOVED (IF REQUIRED)	PERFORM		ATA
4.07	REPAIR ACTIVITIES	PERFORM		ATA
5.00	INSPECTION TASKS PRIOR TO BOLTING:		AISC 360 SEC. N5.6	
5.01	MANUFACTURER'S CERTIFICATIONS AVAILABLE FOR FASTENER MATERIALS	PERFORM		ATA
5.02	FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS	OBSERVE		ATA
5.03	PROPER FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM SHEAR PLANE)	OBSERVE		ATA
5.04	PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL	OBSERVE		ATA
5.05	CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION IF SPECIFIED, MEET APPLICABLE REQUIREMENTS	OBSERVE		ATA
5.06	PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED	OBSERVE		ATA
5.07	PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	OBSERVE		ATA
6.00	INSPECTION TASKS DURING BOLTING:		AISC 360 SEC. N5.6	
6.01	FASTENER ASSEMBLIES OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED	OBSERVE		ATA
6.02	JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION	OBSERVE		ATA
6.03	FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING	OBSERVE		ATA
6.04	FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES	OBSERVE		ATA
7.00	INSPECTION TASKS AFTER BOLTING:		AISC 360 SEC. N5.6	
7.01	DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	PERFORM		ATA
NOTES:	(a) THE FABRICATOR OR ERECTOR, AS APPLICABLE, SHALL MAINTAIN A SYSTEM BY WHICH A WELDER WHO HAS WELDED A JOINT OR MEMBER CAN BE IDENTIFIED. STAMPS, IF USED, SHALL BE THE LOW-STRESS TYPE.			
	(b) WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN THE K-AREA, VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 3 IN. (76MM) OF THE WELD.			

Steel Deck				
NO.	INSPECTION TASK	FREQUENCY	REFERENCE FOR CRITERIA	AGENT
1.00	INSPECTION OR EXECUTION TASKS PRIOR TO DECK PLACEMENT:		SDI STD Q/A/QC TABLE 1.1	
1.01	VERIFY COMPLIANCE OF MATERIALS (DECK AND ALL DECK ACCESSORIES) WITH CONSTRUCTION DOCUMENTS, INCLUDING PROFILES, MATERIAL PROPERTIES, AND BASE METAL THICKNESS.	PERFORM		ATA
1.02	DOCUMENT ACCEPTANCE OR REJECTION OF DECK AND DECK ACCESSORIES	PERFORM		ATA
2.00	INSPECTION OR EXECUTION TASKS AFTER DECK PLACEMENT:		SDI STD Q/A/QC TABLE 1.2	
2.01	VERIFY COMPLIANCE OF DECK AND ALL DECK ACCESSORIES INSTALLATION WITH CONSTRUCTION DOCUMENTS.	PERFORM		ATA
2.02	VERIFY DECK MATERIALS ARE REPRESENTED BY THE MILL CERTIFICATIONS THAT COMPLY WITH THE CONSTRUCTION DOCUMENTS.	PERFORM		ATA
2.03	DOCUMENT ACCEPTANCE OR REJECTION OF INSTALLATION OF DECK AND DECK ACCESSORIES.	PERFORM	SDI STD Q/A/QC TABLE 1.3	ATA
3.00	INSPECTION OR EXECUTION TASKS PRIOR TO WELDING:			
3.01	WELDING PROCEDURE SPECIFICATIONS (WPS) AVAILABLE.	OBSERVE		ATA
3.02	MANUFACTURER CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE	OBSERVE		ATA
3.03	MATERIAL IDENTIFICATION (TYPE/GRADE).	OBSERVE		ATA
3.04	CHECK WELDING EQUIPMENT.	OBSERVE		ATA
4.00	INSPECTION OR EXECUTION TASKS DURING WELDING:		SDI STD Q/A/QC TABLE 1.4	
4.01	USE QUALIFIED WELDERS.	OBSERVE		ATA
4.02	CONTROL AND HANDLING OF WELDING CONSUMABLES.	OBSERVE		ATA
4.03	ENVIRONMENTAL CONDITIONS (WIND SPEED, MOISTURE, TEMPERATURE).	OBSERVE		ATA
4.04	WPS FOLLOWED.	OBSERVE		ATA
5.00	INSPECTION OR EXECUTION TASKS AFTER WELDING:		SDI STD Q/A/QC TABLE 1.5	
5.01	VERIFY SIZE AND LOCATION OF WELDS, INCLUDING SUPPORT, SIDELAP, AND PERIMETER WELDS.	PERFORM		ATA
5.02	WELDS MEET VISUAL ACCEPTANCE CRITERIA.	PERFORM		ATA
5.03	VERIFY REPAIR ACTIVITIES.	PERFORM		ATA
5.04	DOCUMENT ACCEPTANCE OR REJECTION OF WELDS.	PERFORM		ATA
6.00	INSPECTION OR EXECUTION TASKS PRIOR TO MECHANICAL FASTENING:		SDI STD Q/A/QC TABLE 1.6	
6.01	MANUFACTURER INSTALLATION INSTRUCTIONS AVAILABLE FOR MECHANICAL FASTENERS.	OBSERVE		ATA
6.02	PROPER TOOLS AVAILABLE FOR FASTENER INSTALLATION.	OBSERVE		ATA
6.03	PROPER STORAGE FOR MECHANICAL FASTENERS.	OBSERVE		ATA
7.00	INSPECTION OR EXECUTION TASKS DURING MECHANICAL FASTENING:		SDI STD Q/A/QC TABLE 1.7	
7.01	FASTENERS ARE POSITIONED AS REQUIRED.	OBSERVE		ATA
7.02	FASTENERS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.	OBSERVE		ATA
8.00	INSPECTION OR EXECUTION TASKS AFTER MECHANICAL FASTENING:		SDI STD Q/A/QC TABLE 1.8	
8.01	CHECK SPACING, TYPE, AND INSTALLATION OF SUPPORT FASTENERS.	PERFORM		ATA
8.02	CHECK SPACING, TYPE, AND INSTALLATION OF SIDELAP FASTENERS.	PERFORM		ATA
8.03	CHECK SPACING, TYPE, AND INSTALLATION OF PERIMETER FASTENERS.	PERFORM		ATA
8.04	VERIFY REPAIR ACTIVITIES.	PERFORM		ATA
8.05	DOCUMENT ACCEPTANCE OR REJECTION OF MECHANICAL FASTENERS.	PERFORM		ATA

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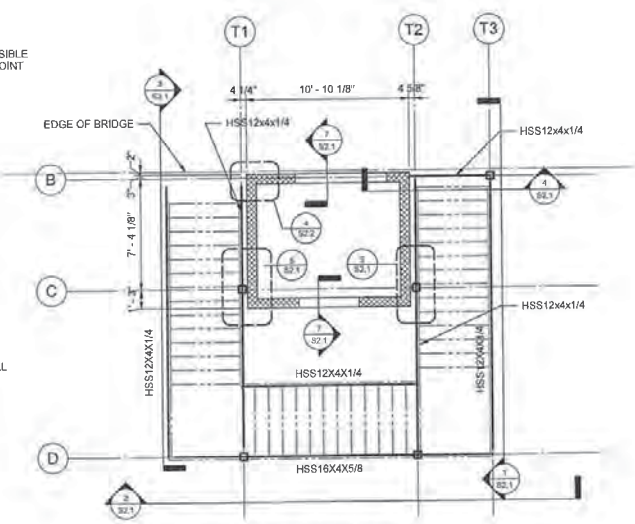
RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE SPECIAL INSPECTIONS	ROUTE US-31
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PSAE			

REFERENCE PROJECT NO. DE-HPP-TAPBH-A124 ()	FISCAL YEAR 2019	SHEET NO. S1.0
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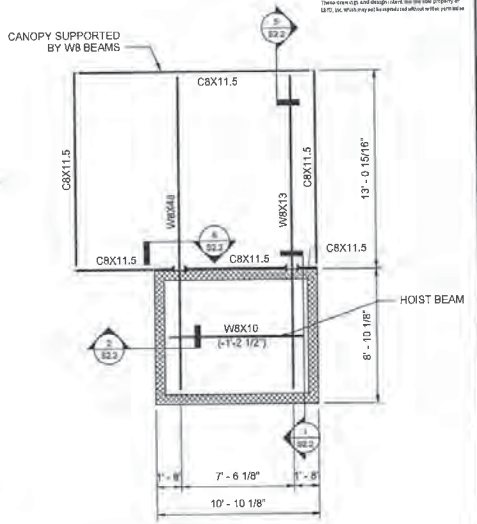
Foundation and Ground Floor Plan

- 1/4" = 1'-0"
1. TOP OF MAT FOUNDATION IS -4'-0"
 2. TOP OF PEDESTALS: 0'-0"
 3. ALL PEDESTALS ARE 18" X 18" W/ #6 VERT BARS AND #3 @ 14 TIES. DOWEL BARS INTO FOUNDATION. PROVIDE 3#3 TIES W/ TOP 6" OF PEDESTAL.
 4. ALL COLUMNS ARE HSS 6x6x3/8 W/ 3/4x12x1'-0" BASE PLATE AND (4) 3/4x7'-9" ANCHOR RODS.
 5. COLUMN LINE 'D' FOOTINGS ARE 6'x6'x14" W/ #5 EW @ BOTTOM.
 6. TOP OF COLUMN LINE 'D' FOOTINGS IS -1'-0"



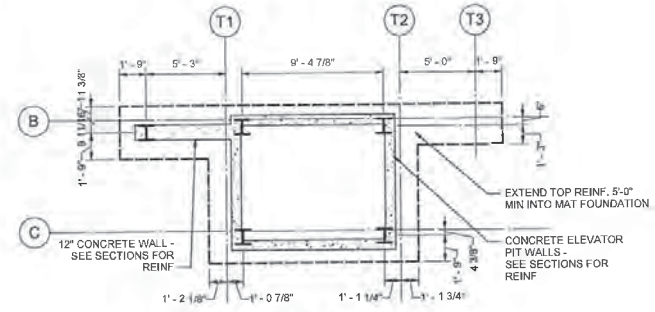
Bridge Level Plan

- 1/4" = 1'-0"
1. BEAM REACTIONS ARE INDICATED AT ENDS OF BEAMS AS "X" WHERE "X" IS THE MAGNITUDE OF THE FACTORED LOAD SHEAR REACTION IN KIPS. ALL BEAMS SHOULD BE DESIGNED FOR 15 KIP.



Roof Plan

- 1/4" = 1'-0"
1. TOP OF STEEL (DECK BEARING) ELEVATION 36'-3 1/2" UNLESS NOTED.
 2. ROOF SYSTEM: 18 GAUGE 1.88 VULCRAFT ROOF DECK W/ A 9820 ATTACHMENT PATTERN USING 5/8" PUDDLE WELDS AND #10 TEK SCREWS.
 3. BEAM REACTIONS ARE INDICATED AT ENDS OF BEAMS AS "X" WHERE "X" IS THE MAGNITUDE OF THE FACTORED LOAD SHEAR REACTION IN KIPS. ALL BEAMS SHOULD BE DESIGNED FOR 10 KIP, UNLESS NOTED.
 4. M denotes MOMENT CONNECTION - SEE SECTIONS. ALL MOMENT CONNECTIONS SHOULD BE DESIGNED FOR 15 KIP/FT, UNLESS NOTED.



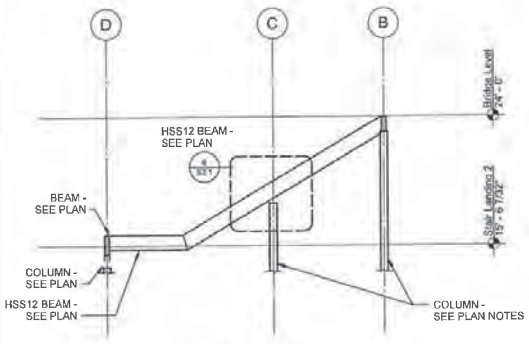
Deep Foundation Plan

- 1/4" = 1'-0"
1. ALL PILES ARE HP12x53

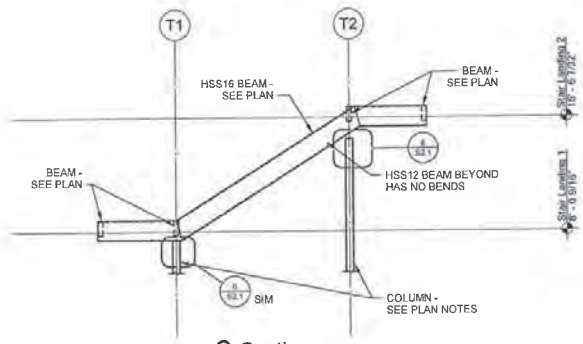
RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E		ELEVATOR AND STAIR TOWER PLANS	US-31

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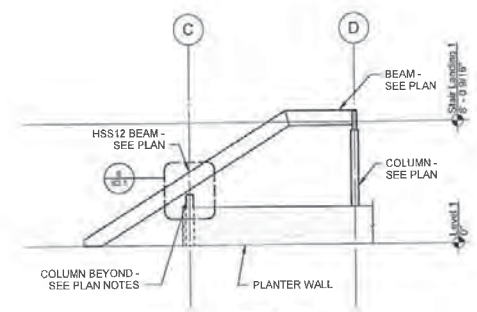
REFERENCE PROJECT NO. DE-HPP-TAPBH-A124 ()	FISCAL YEAR 2019	SHEET NO. S2-1
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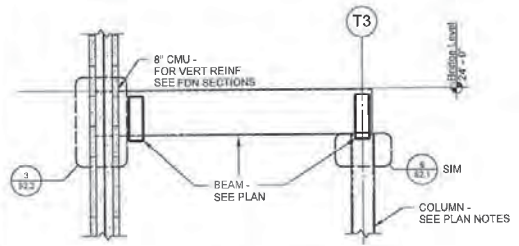
1 Section
S2.1 1/4" = 1'-0"



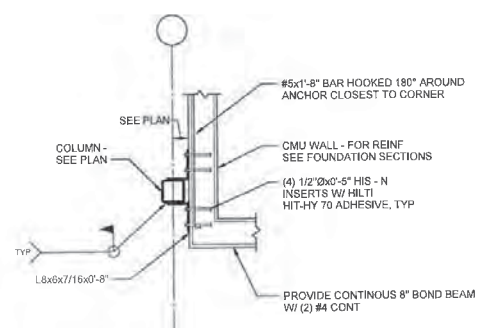
2 Section
S2.1 1/4" = 1'-0"



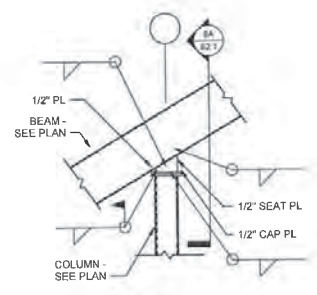
3 Section
S2.1 1/4" = 1'-0"



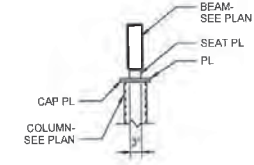
4 Section
S2.1 3/4" = 1'-0"



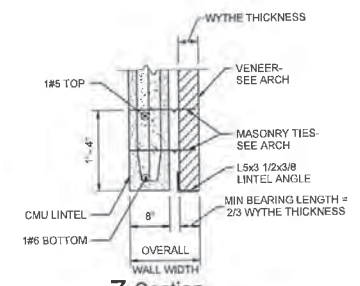
5 Detail
S2.1 3/4" = 1'-0"
NOTE: SPACE ANCHORS AT 4"



6 Detail
S2.1 3/4" = 1'-0"
NOTE: IN SIM VIEW, BEAM IS HORIZONTAL AND REQUIRES NO "SEAT PLATE"



6A Detail
S2.1 3/4" = 1'-0"



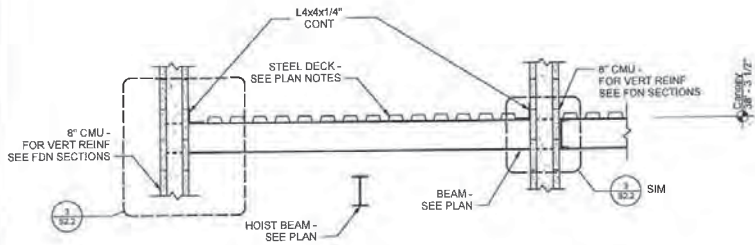
7 Section
S2.1 1" = 1'-0"

1. PROVIDE 8" MINIMUM BEARING FOR ALL LINTELS.
2. PROVIDE TWO FULLY GROUTED AND REINFORCED CELLS ON EACH SIDE OF OPENING.

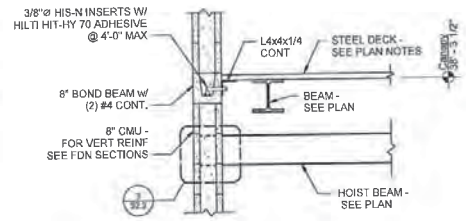
RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E		SECTIONS	US-31

PROJECT: 20161101-16-SM - City of Wetumpka, NIS Pedestrian Bridge - R14 - CENTRAL_JordanR12024.rvt
 NUMBER: 101-19-034

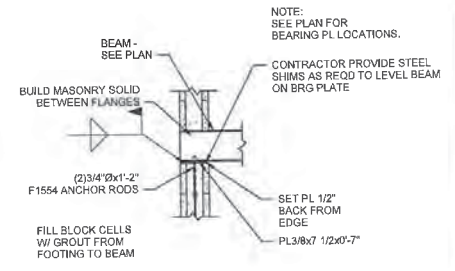
REFERENCE PROJECT NO. DE-HPP-TAPBH-A124 ()	FISCAL YEAR 2019	SHEET NO. S2.2
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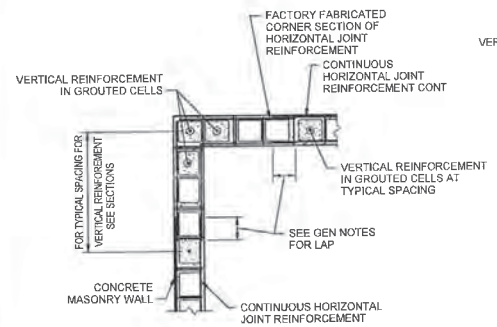
1 Section
S2.2 3/4" = 1'-0"



2 Section
S2.2 3/4" = 1'-0"

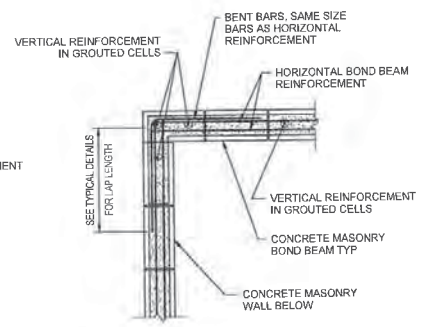


3 Detail
S2.2 3/4" = 1'-0"

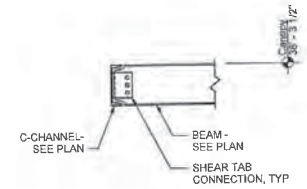


Plan Showing Joint Reinforcement at Wall Corner

4 Detail
S2.2 3/4" = 1'-0"

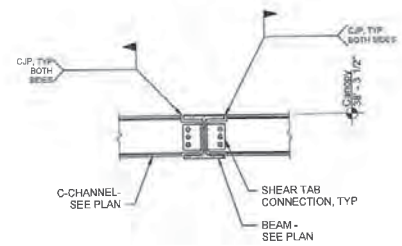


Plan Showing Bond Beam Reinforcement at Wall Corner



5 Section
S2.2 1" = 1'-0"

NOTE: THIS DETAIL IS SCHEMATIC AND IS NOT A COMPLETE DESIGN. DESIGN IS BY FABRICATOR/ CONNECTION ENGINEER.



6 Section
S2.2 1" = 1'-0"

NOTE: THIS DETAIL IS SCHEMATIC AND IS NOT A COMPLETE DESIGN. DESIGN IS BY FABRICATOR/ CONNECTION ENGINEER.

RESPONSIBLE PE: WIN BISHOP, PE	SUPERVISOR: WIN BISHOP, PE	DESIGNER: JOSEPH BRODERICK	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE: JULY 3, 2019	DATE: JULY 3, 2019	PS&E		SECTIONS	US-31

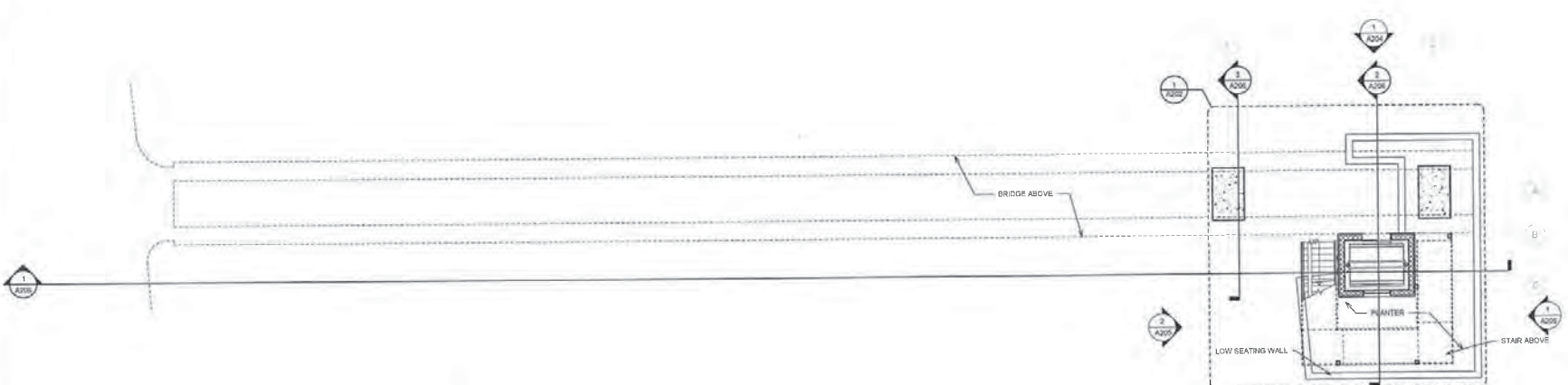
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REFERENCE PROJECT NO DE-HPP-TAPBH-A124(1)	FISCAL YEAR 2019	SHEET NO A201
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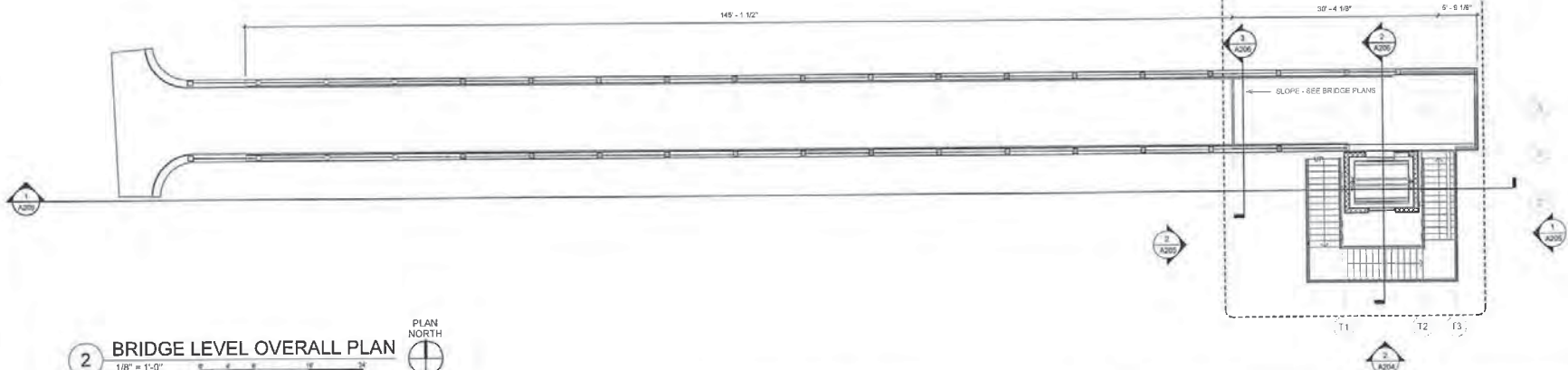
NOTE: MISC U OCCUPANCY

LEGEND

EXPANSION JOINT EJ
EXTERIOR WINDOW DESIGNATION



1 GROUND FLOOR OVERALL PLAN
1/8" = 1'-0" PLAN NORTH



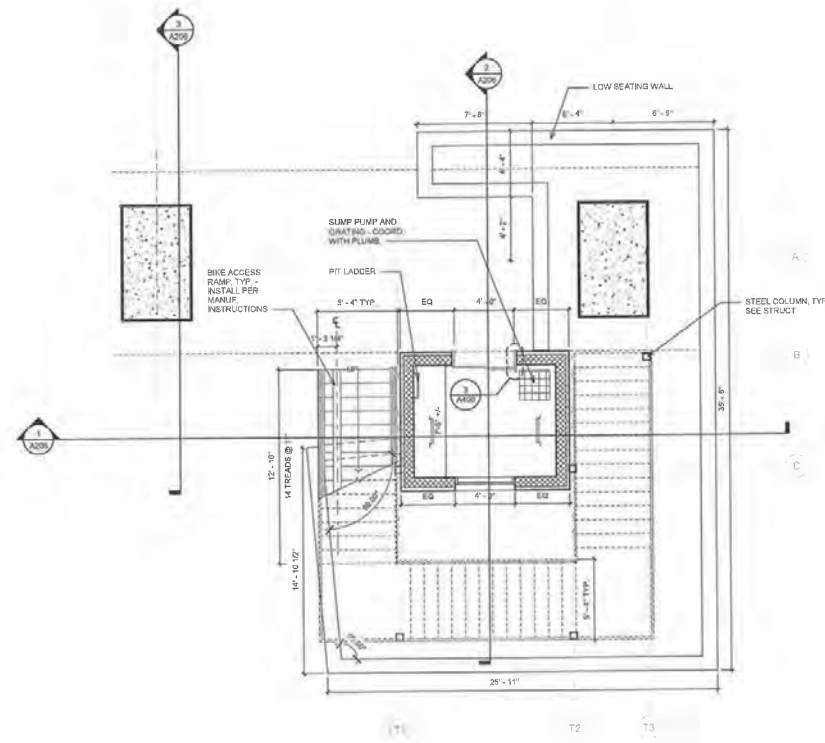
2 BRIDGE LEVEL OVERALL PLAN
1/8" = 1'-0" PLAN NORTH

RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE OVERALL FLOOR PLANS	ROUTE US-31
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E			

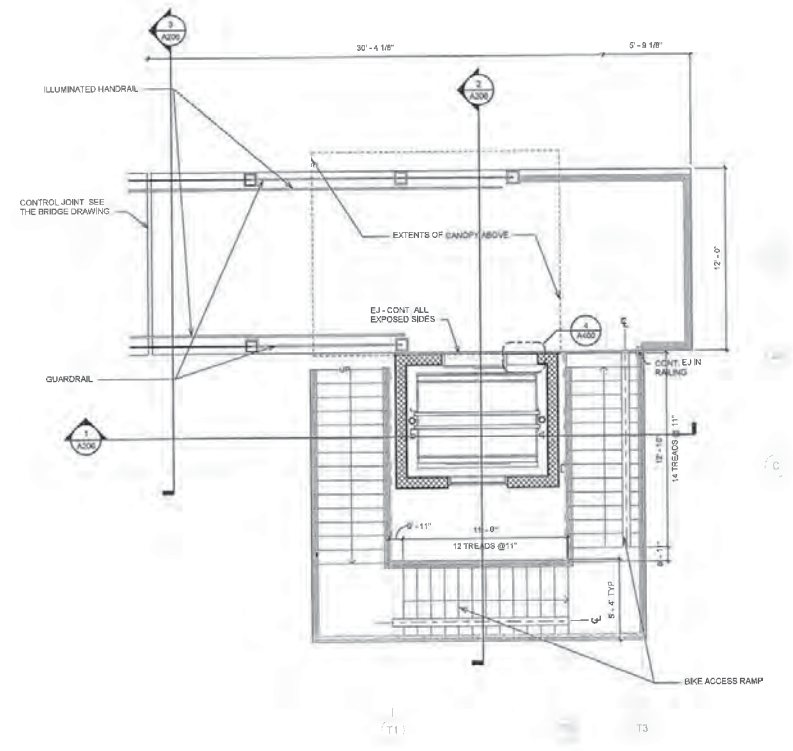
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REFERENCE PROJECT NO. DE-HPP-TAPB-H- A124	FISCAL YEAR 2019	SHEET NO. A202
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1 ENLARGED GROUND FLOOR NEW CONSTRUCTION AND DIMENSION PLAN
1/4" = 1'-0"



2 ENLARGED BRIDGE LEVEL NEW CONSTRUCTION AND DIMENSION PLAN
1/4" = 1'-0"

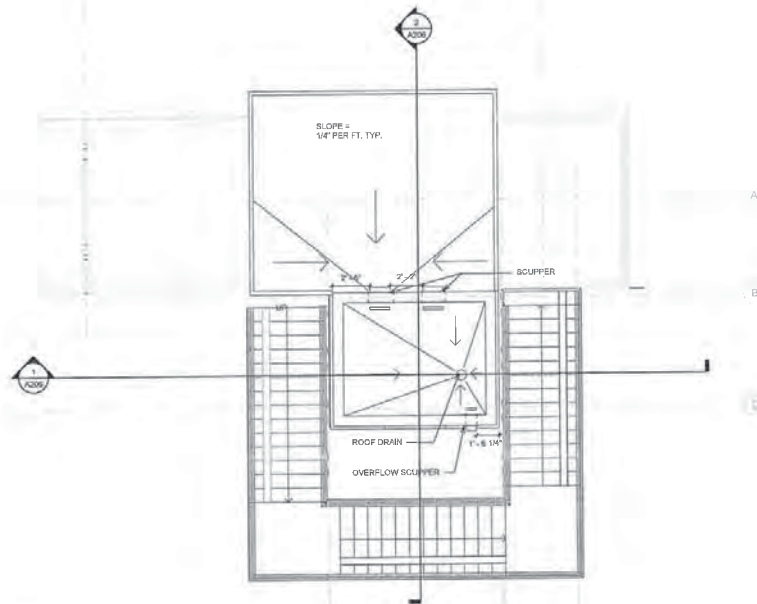
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RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION CRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		ENLARGED FLOOR PLANS	US-31

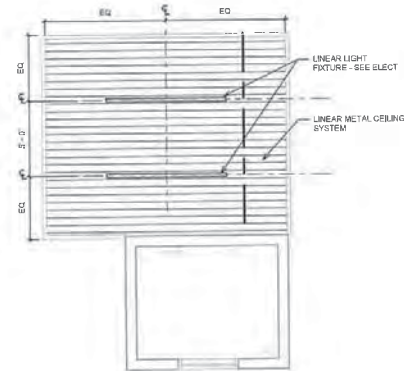
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124()	2019	A203

LEGEND

EXPANSION JOINT	EJ
EXTERIOR WINDOW DESIGNATION	◊



1 ENLARGED ROOF PLAN
1/4" = 1'-0"



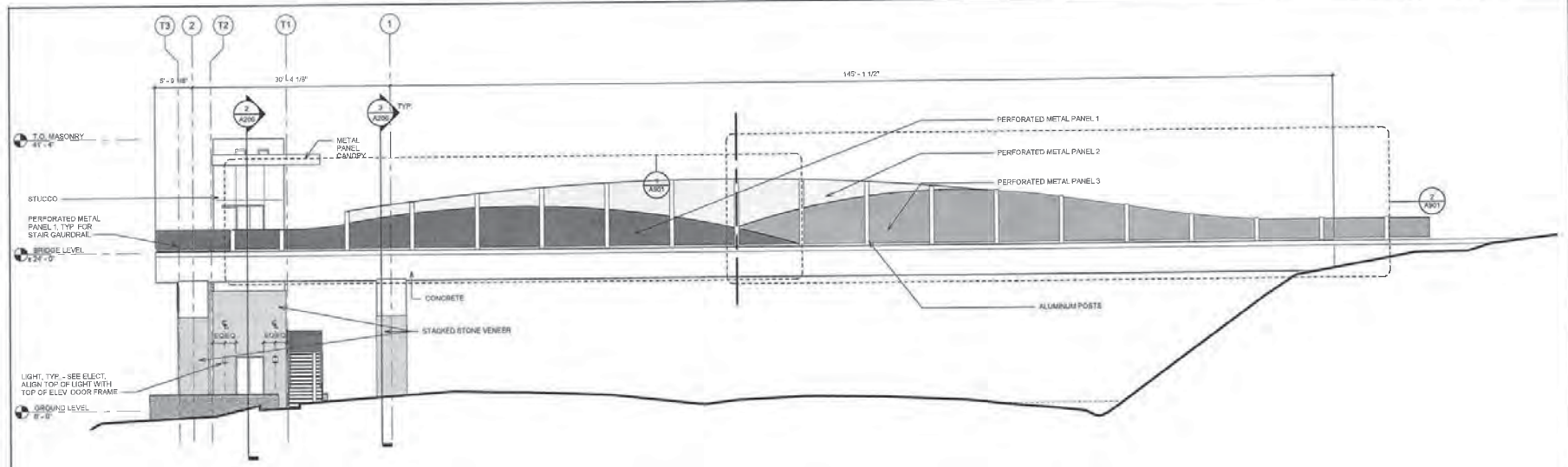
2 BRIDGE LEVEL REFLECTED CEILING PLAN
1/4" = 1'-0"

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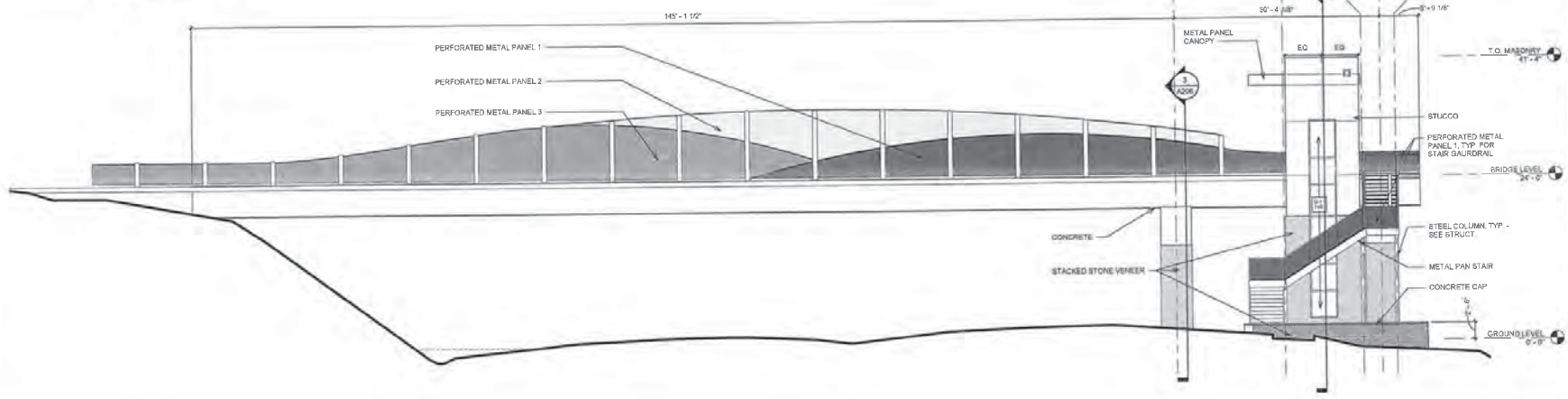
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RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NAOCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		ROOF PLAN AND RCP	US-31

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124()	2019	A204



1 NORTH ELEVATION
1/8" = 1'-0"

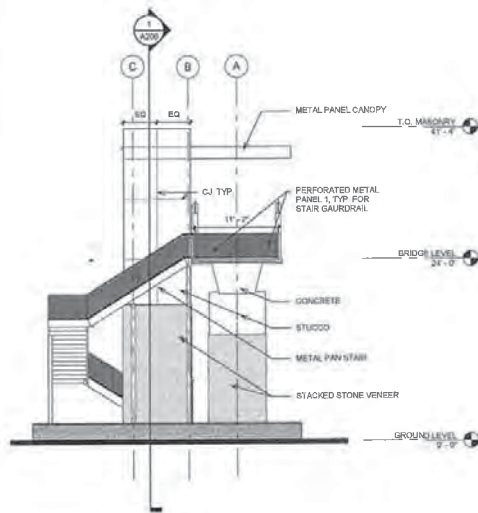


2 SOUTH ELEVATION
1/8" = 1'-0"

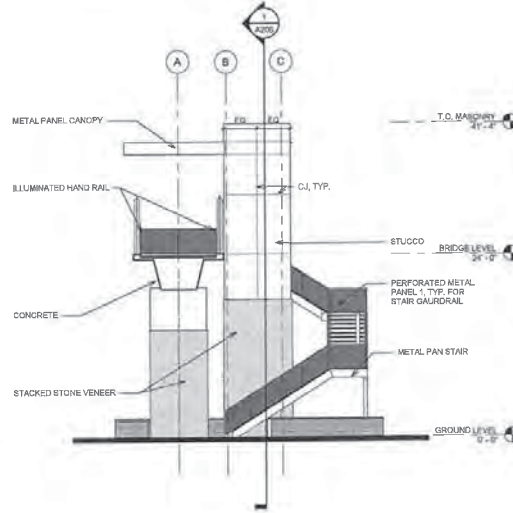
RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		EXTERIOR ELEVATIONS	US-31

7/9/2019 9:51:22 AM
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REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124()	2019	A205



1 EAST ELEVATION
1/8" = 1'-0"



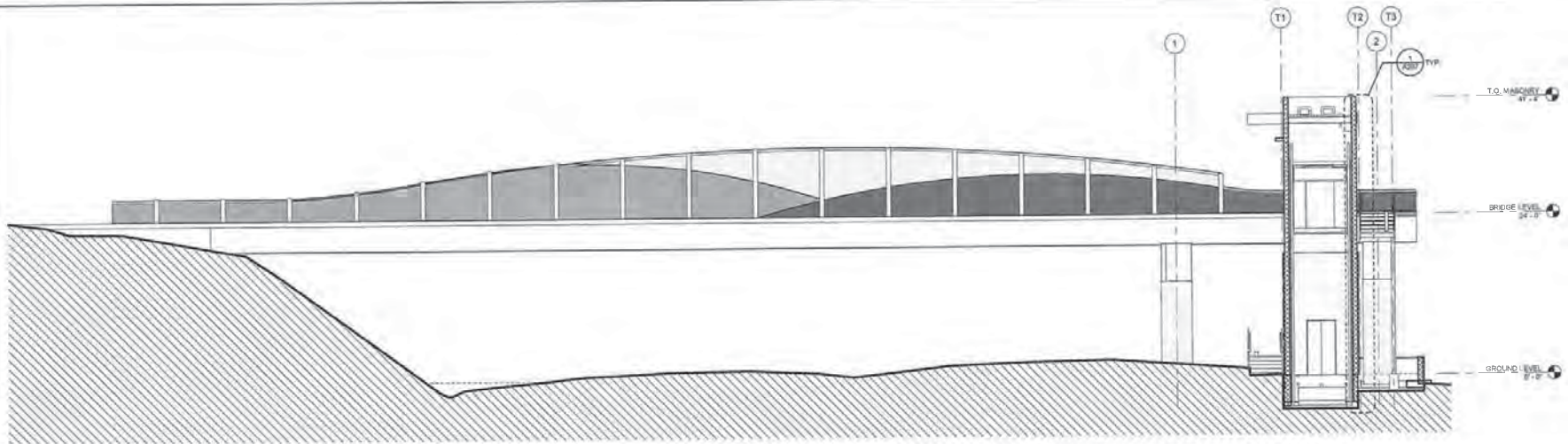
2 WEST ELEVATION
1/8" = 1'-0"

B:\2019\2879\2879.dwg

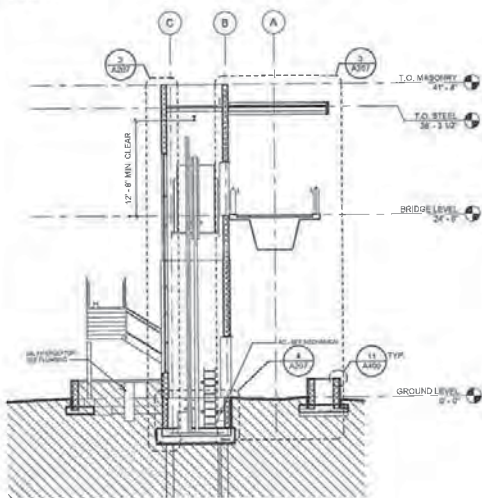
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RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		EXTERIOR ELEVATIONS	US-31

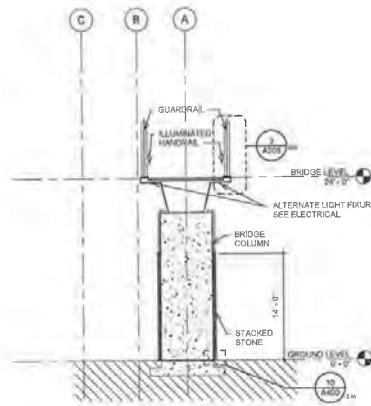
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124(1)	2019	A208



1 SECTION
1/8" = 1'-0"



2 SECTION
1/8" = 1'-0"



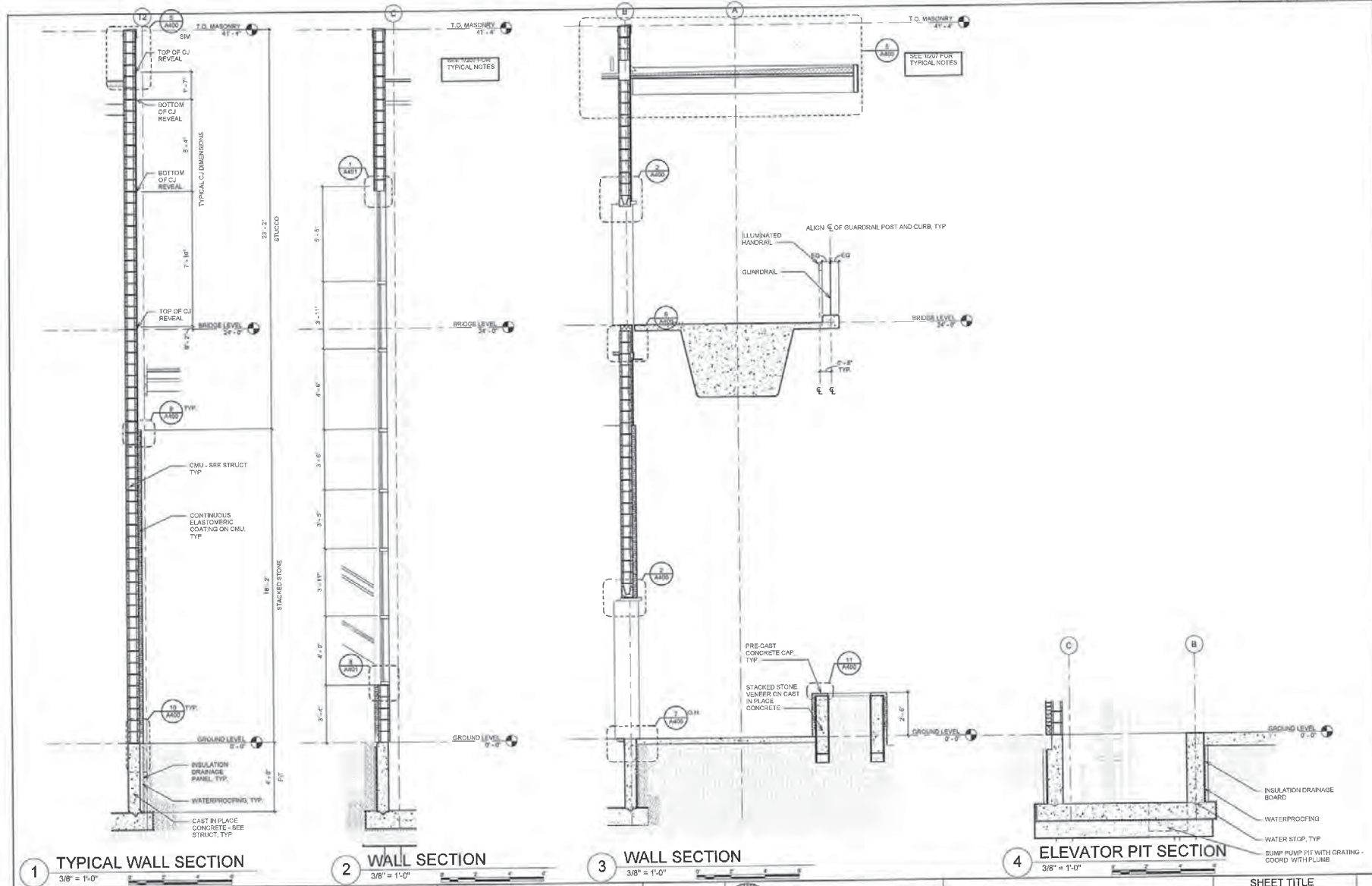
3 SECTION
1/8" = 1'-0"

RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		BUILDING SECTIONS	US-31

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7/9/2019 7:21:26 AM

REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO A207
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1 TYPICAL WALL SECTION
3/8" = 1'-0"

2 WALL SECTION
3/8" = 1'-0"

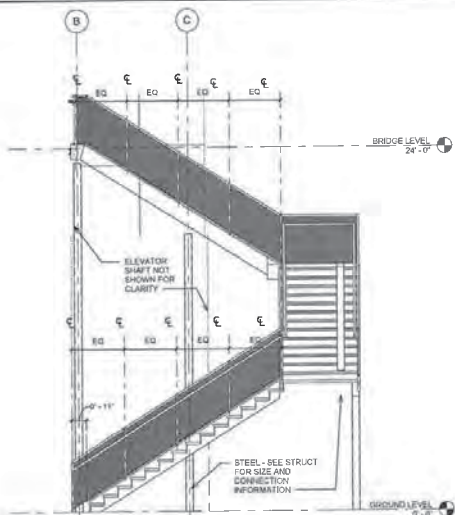
3 WALL SECTION
3/8" = 1'-0"

4 ELEVATOR PIT SECTION
3/8" = 1'-0"

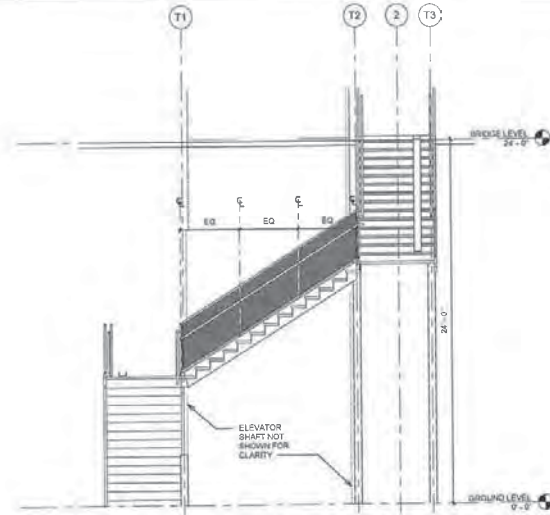
RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE WALL SECTIONS	ROUTE US-31
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E			

7/9/2019 9:21:25 AM
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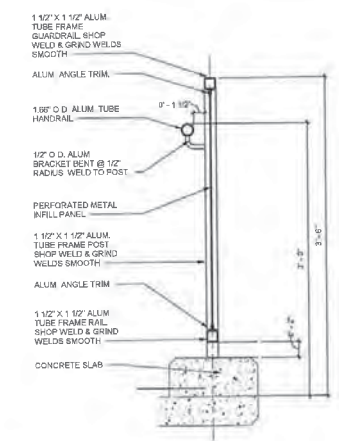
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DE-HPP-TAPBH-A124()	2019	A208



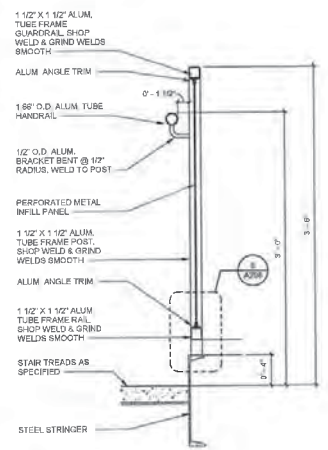
1 ENLARGED STAIR SECTION
1/4" = 1'-0"



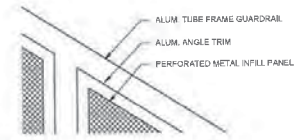
2 ENLARGED STAIR SECTION
1/4" = 1'-0"



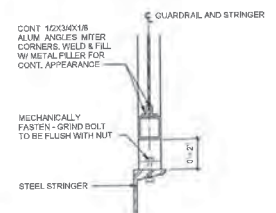
3 STAIR-GUARDRAIL SECTION ON CONCRETE
1 1/2" = 1'-0"



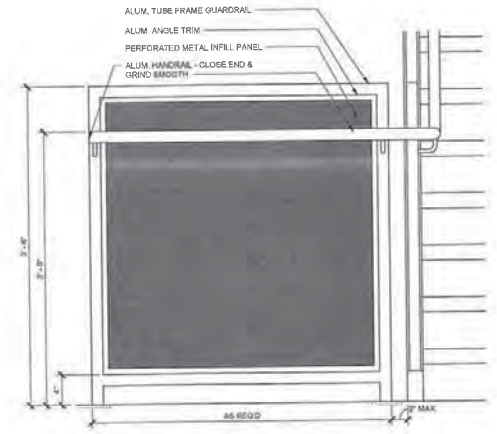
4 STAIR-GUARDRAIL SECTION
1 1/2" = 1'-0"



5 STAIR-TYPICAL PERFORATION PATTERN
3" = 1'-0"



6 STAIR-GUARDRAIL ATTACHMENT DETAIL
3" = 1'-0"

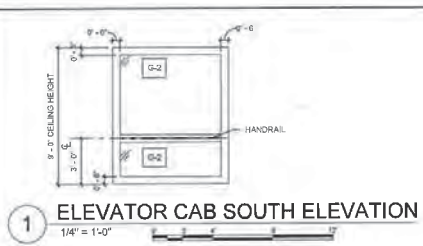


7 STAIR TYPICAL GUARDRAIL ELEVATION
1 1/2" = 1'-0"

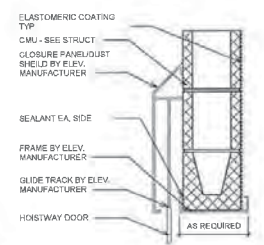
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RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		STAIR SECTIONS AND DETAILS	US-31

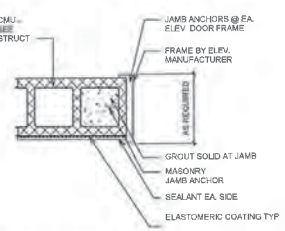
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124	2019	A400



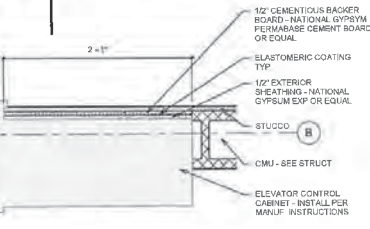
1 ELEVATOR CAB SOUTH ELEVATION
1/4" = 1'-0"



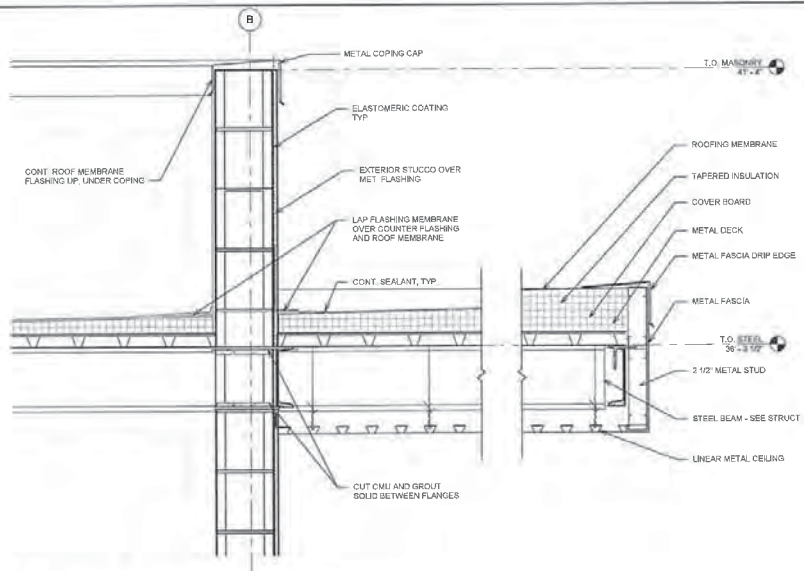
2 ELEVATOR HEAD DETAIL
1 1/2" = 1'-0"



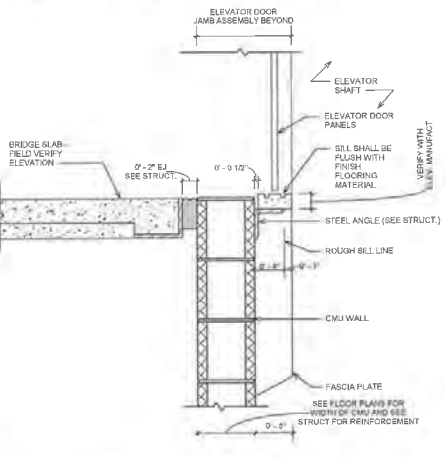
3 ELEVATOR JAMB DETAIL
1 1/2" = 1'-0"



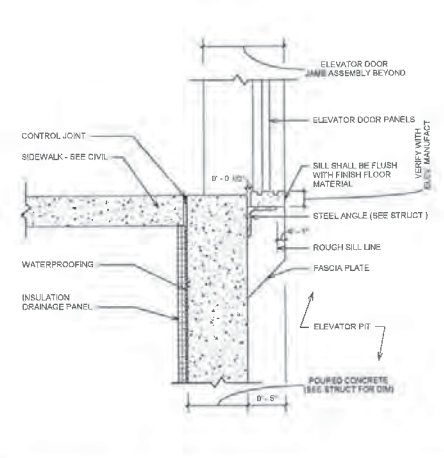
4 ELEVATOR JAMB DETAIL
1 1/2" = 1'-0"



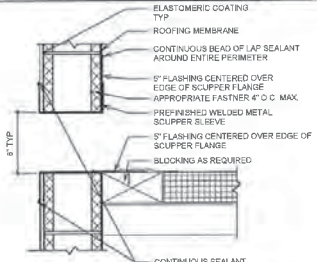
5 CANOPY DETAIL
1 1/2" = 1'-0"



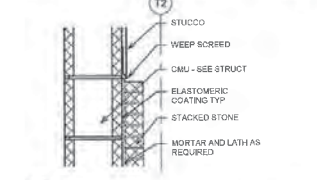
6 ELEVATOR DOOR SILL AT BRIDGE LEVEL
1 1/2" = 1'-0"



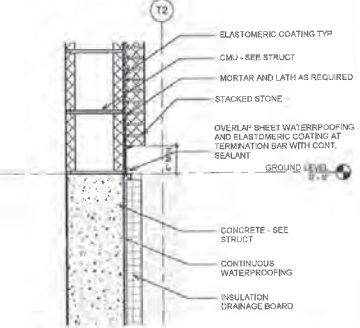
7 ELEVATOR DOOR SILL AT GROUND FLOOR
1 1/2" = 1'-0"



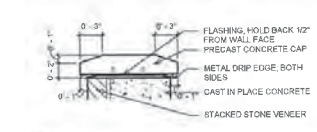
8 SCUPPER DETAIL
1 1/2" = 1'-0"



9 SECTION DETAIL
1 1/2" = 1'-0"



10 SECTION DETAIL
1 1/2" = 1'-0"

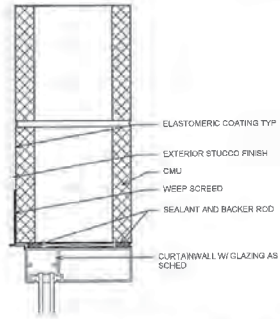


11 CONCRETE CAP DETAIL
1 1/2" = 1'-0"

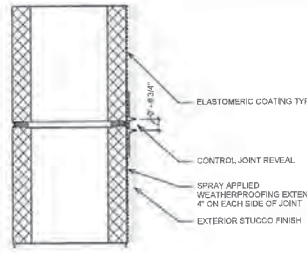
RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E		MISCELLANEOUS DETAILS	US-31

BSM 200-020006-00 Vertical Lift Platform Bridge R102000000_Corridor_ARCH_0101.rvt
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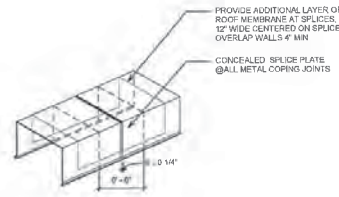
REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO A401
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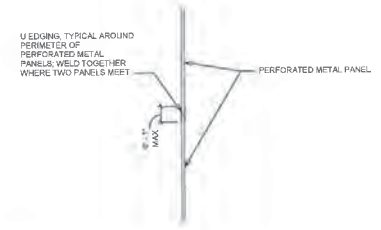
1 CURTAIN WALL HEAD DETAIL
3' = 1'-0"



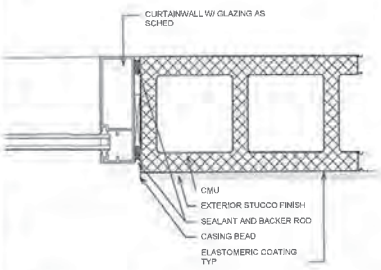
2 CONTROL JOINT - HORIZONTAL
3' = 1'-0"



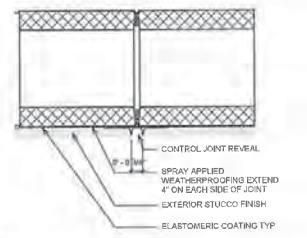
3 TYPICAL METAL COPING
1 1/2\" = 1'-0"



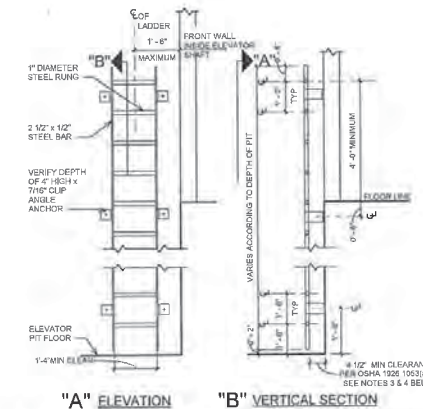
4 GUARDRAIL DETAIL
3' = 1'-0"



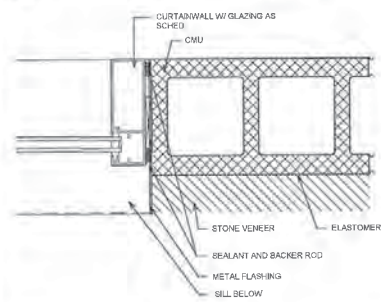
5 TYP. CURTAIN WALL JAMB DETAIL
3' = 1'-0"



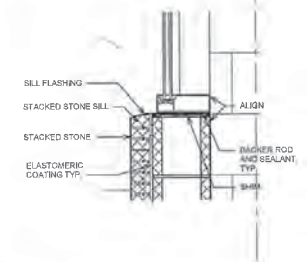
6 CONTROL JOINT - VERTICAL
3' = 1'-0"



NOTES:
 1. LADDERS SHALL COMPLY WITH ALL REQUIREMENTS OF OSHA REGULATION
 2. THE CONTRACTOR SHALL VERIFY THAT THE ELEVATOR MANUFACTURER HAS ALLOWED FOR CLEARANCE WITHIN THE ROBEWAY FOR THE LADDERS.
 3. THE LADDER AND ITS ATTACHMENTS SHALL BE DESIGNED AND INSTALLED TO BE CAPABLE OF SUSTAINING A MINIMUM LIVE LOAD OF 500 POUNDS, AND IT SHALL COMPLY WITH OSHA 1926.1053(a)(1)(iv).
 4. ALL STEEL USED TO CONSTRUCT AND ATTACH THE LADDER SHALL BE GALVANIZED.



7 TYP. CURTAIN WALL JAMB DETAIL
3' = 1'-0"



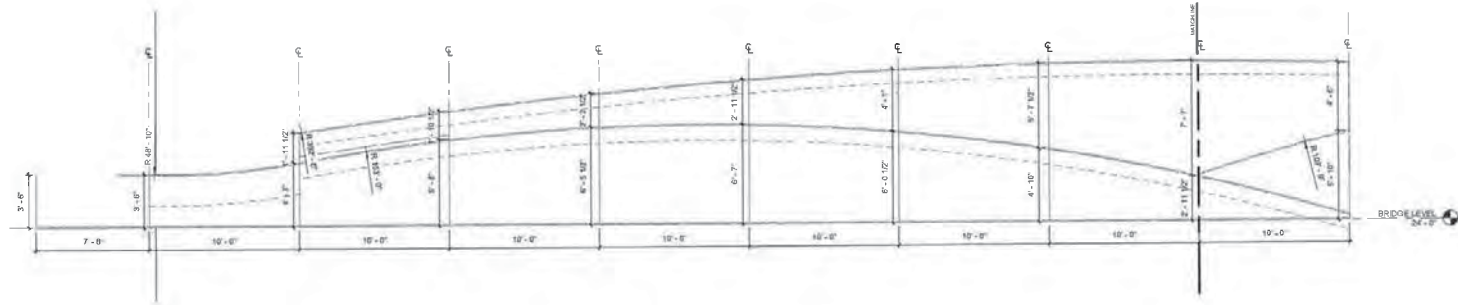
8 SECTION DETAIL - CW SILL
1 1/2\" = 1'-0"

9 ELEVATOR PIT LADDER ATTACHED TO WALL
1 1/2\" = 1'-0"

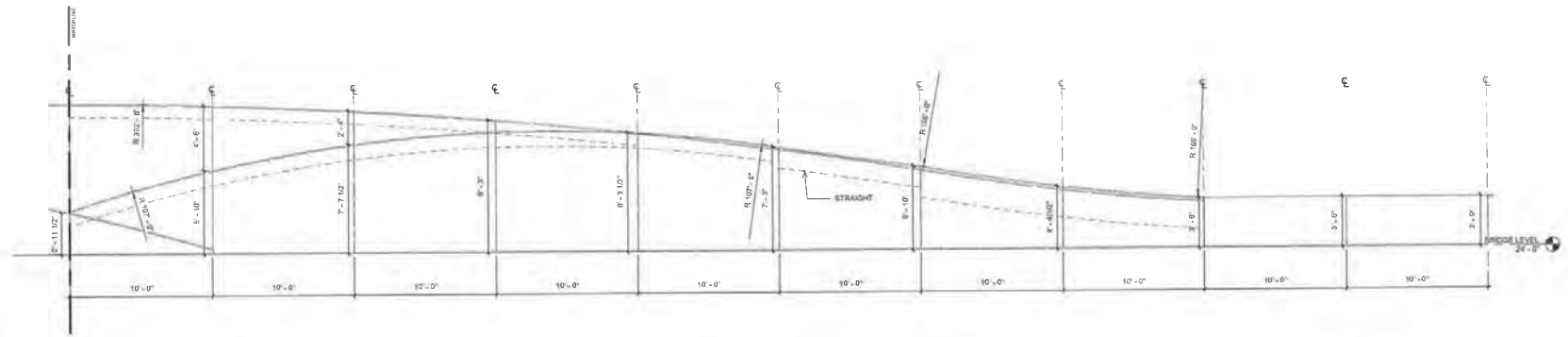
RESPONSIBLE ARCH: KENT MARSHALL, AIA	SUPERVISOR: RANDALL NACCARI, AIA	DESIGNER: CATHY MORRISON, AIA	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE MISCELLANEOUS DETAILS	ROUTE US-31
DATE: JULY 9, 2019	DATE: JULY 9, 2019	DATE: JULY 9, 2019	PS&E			

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REFERENCE 101-18-034 DE-HPP-TAPBH- A124()	FISCAL YEAR 2019	SHEET S1 A901
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1 GUARDRAIL DIMENSION
1/4" = 1'-0"



2 GUARDRAIL DIMENSION
1/4" = 1'-0"

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1/20/19 9:51:41 AM

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PIH		GUARDRAIL PANELS DIMENSION	US-31

REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO P001
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EDMONDS
736010 Engineering & Planning
www.edmondsengineering.com
2 Riverchase Office Plaza
Suite 202
Hoover, AL 35224
(205) 968-2360
Project Number:
ED-19-0025

GENERAL NOTES

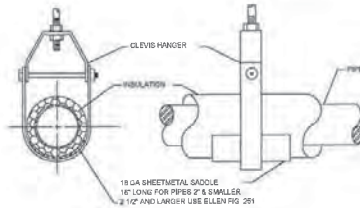
- LOCATIONS OF UTILITIES SHOWN ON PLANS ARE APPROXIMATE. VERIFY WITH LOCAL UTILITY FROM TO BIDDING.
- CONTRACTOR SHALL VERIFY EXACT LOCATION, SIZE AND ELEVATION OF ALL EXISTING SERVICES PRIOR TO INSTALLING ANY NEW PIPE.
- ALL OUTSIDE CLEANOUTS SHALL BE BROUGHT TO GRADE AND EMBEDDED IN 18"X18"X4" THICK CONCRETE PAD (J.R. SMITH 4258 OR EQUAL).
- WHEREVER DISSIMILAR METALS ARE CONNECTED ON WATER LINES, A DIELECTRIC UNION SHALL BE USED.
- ALL HORIZONTAL STORM PIPING SHALL BE RUN ABOVE CEILING ON PLAN WHICH SHOWN UNLESS OTHERWISE NOTED.
- COORDINATE ALL PIPE ROUTING TO AVOID CONFLICTS WITH STRUCTURAL, MECHANICAL, AND ELECTRICAL FEATURES OF BUILDING.
- ALL WALL HYDRANTS SHALL BE MOUNTED 3" ABOVE FINISH GRADE OR FINISH FLOOR UNLESS OTHERWISE NOTED.

PLUMBING LEGEND

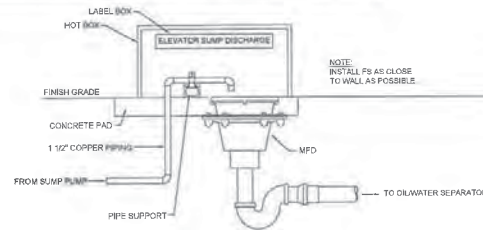
SOIL, WASTE OR SANITARY SEWER	—	CAP ON END OF PIPE
VENT	⊙	CLEANOUT - EXTERIOR
PIPE TURNING DOWN	↳	CLEANOUT - PLUG TYPE
PIPE TURNING UP	↵	CLEANOUT - WALL TYPE
TEE DOWN	⊕	FLOOR DRAIN
TEE UP	⊖	MECHANICAL FLOOR DRAIN
UNION	— —	P-TRAP
DOMESTIC COLD WATER	—	ROOF DRAIN
GPH	—	GALLONS PER HOUR
ABV	—	ABOVE
—	—	ABOVE FINISHED FLOOR
—	—	TIYP
—	—	TYPICAL
—	—	BFF
—	—	BELOW FINISHED FLOOR

PLUMBING FIXTURE CONNECTION SCHEDULE

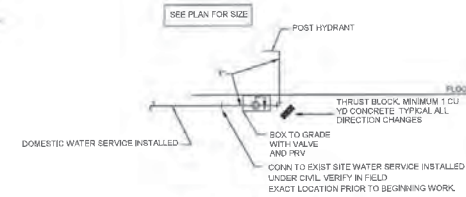
MARK	FIXTURE	WASTE	CW	HW	REMARKS
—	OIL/WATER SEPARATOR	—	—	—	J.R. SMITH 4858-50-100 COMPLETE WITH ANCHOR FLANGE. INSTALLATION SHALL COMPLY WITH REQUIREMENTS OF AUTHORITY HAVING JURISDICTION. PROVIDE 12" EXTENSION IF REQUIRED FOR INSTALLATION. PROVIDE CLEANOUT ACCESS. PROVIDE HIGH LEVEL SENSOR AND CONTROL PANEL.
—	SUMP PUMP	—	—	—	WEL-2" SERIES 1413 SUMP PUMP COMPLETE WITH 2045 PIGGYBACK FLOAT SWITCH. 50 GPM AT 15 FT. HD., 1/2 HP., 115V/60.
MFD	MECHANICAL FLOOR DRAIN	—	—	—	J.R. SMITH 2142-3030 FLOOR DRAIN COATED CAST IRON BODY WITH BOTTOM OUTLET BUCKET 1/2" TRAP PRIMER, MEMBRANE CLAMP, ADJUSTABLE COLLAR, WITH SQUARE POLISHED NICKEL-BRONZE GRATE, BUCKET SQUARE GRATE.
DSN	DOWNSPOUT NOZZLE	—	—	—	CONTRACTOR TO PROVIDE A J.R. SMITH 1175. SEE PLAN FOR SIZE COORDINATE WITH ARCH HEIGHT AND LOCATION. INSTALL WATER TIGHT TO ADJACENT SURFACE.
RD	ROOF DRAIN	—	—	—	J.R. SMITH 1011-AL WITH SUMP RECEIVER UNDER DECK CLAMP, STAINLESS STEEL CRIBBLE GUARD, INSULATE BODY AND PIPING TO BELOW GRADE.
PH	POST HYDRANT	—	—	—	PROVIDE J.R. SMITH 5824 POST HYDRANT.



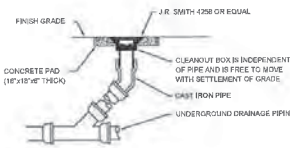
SUSPENDED PIPE SUPPORT
NO SCALE



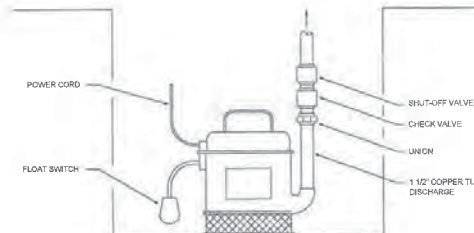
DETAIL OF SUMP DISCHARGE TO MFD
NO SCALE



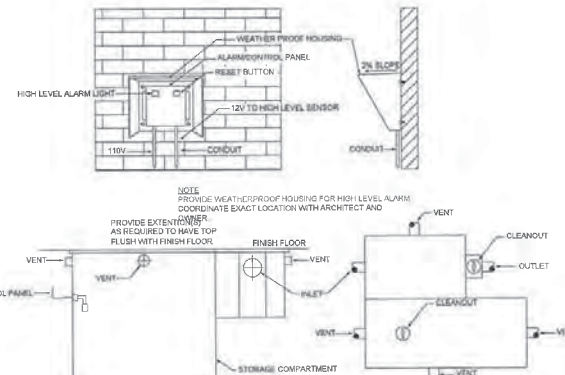
DETAIL OF WATER ENTRY
NO SCALE



DETAIL of CLEANOUT to GRADE
NO SCALE



DETAIL of PIPING at SUMP PUMP
NO SCALE

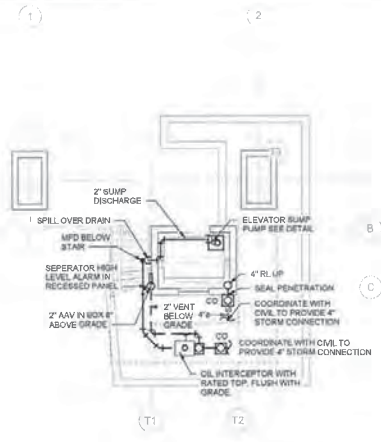


DETAIL of OIL/WATER SEPARATOR
NO SCALE

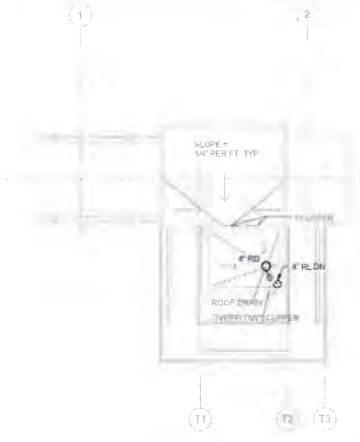
RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE PLUMBING-SCHED., LEGENDS, & DETAILS	ROUTE US-31
DATE: JULY 3, 2019	DATE:	DATE:	PS&E			

REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO P101
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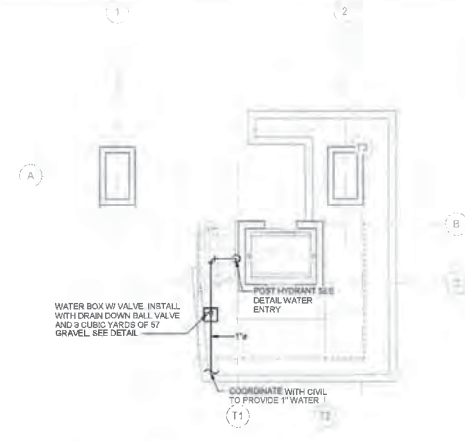
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081818026



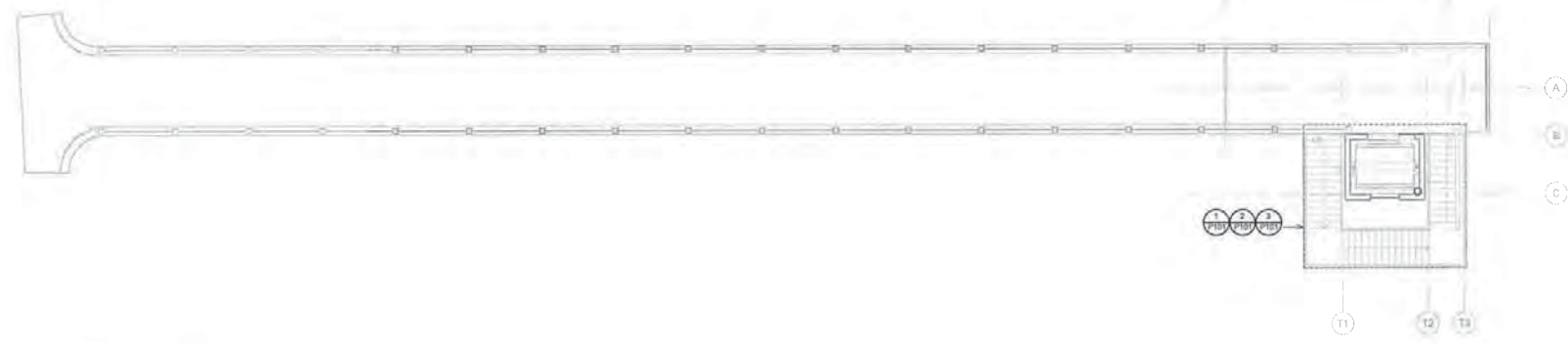
1 NON PRESSURE - GROUND LEVEL
1/8" = 1'-0"



2 NON PRESSURE - ROOF LEVEL
1/8" = 1'-0"



3 PRESSURE - GROUND LEVEL
1/8" = 1'-0"



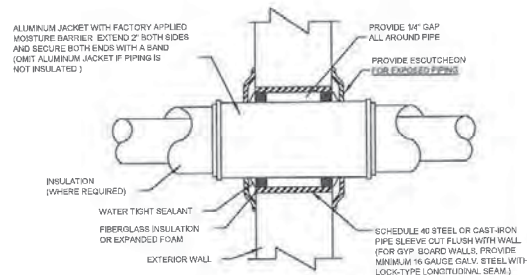
4 NON PRESSURE - BRIDGE LEVEL
1/8" = 1'-0"

RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE:	DATE:	PS&E		NON PRESSURE - FLOOR PLANS	US-31

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REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124	2019	M001

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 Project Number
 E-18-18025



PIPE WALL PENETRATION DETAIL
NO SCALE

INDOOR HEAT PUMP (MINI-SPLIT SYSTEM) SCHEDULE

TYPE:
 1. INDOOR, WALL MOUNT
 2. INDOOR, CEILING CASSETTE

ACCESSORIES:
 1. 3-POLE DISCONNECT SWITCH.
 2. HARD WIRED UNIT CONTROLLER.
 3. FULL PORT BALL VALVES & SCHRAEDER VALVES WITH FLARED CONNECTIONS.
 4. CONDENSATE PUMP (120/1/60) - 1 GPH @ 33 FT. HD.

NOTES:
 1. AIRFLOW RATED AT HIGH FAN SPEED.
 2. POWER FOR INDOOR UNIT IS FED FROM OUTDOOR UNIT
 3. COOLING CAPACITY RATED AT 95°F.
 4. HEATING CAPACITY RATED AT 47°F.

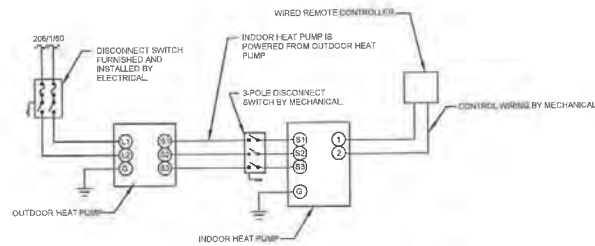
MARK	TYPE	AIRFLOW	COOLING CAPACITY	HEATING CAPACITY	DIMENSIONS (WxLxH)	ELECTRICAL				ACCESSORIES	BASIS OF DESIGN
						V	PH	HZ	MCA		
AC-1	1	360	18	19	36x10x12	208	1	60	1	1,2,3,4	TRANE / MITSUBISHI

OUTDOOR HEAT PUMP (DUCTLESS SPLIT SYSTEM) SCHEDULE

TYPE:
 1. OUTDOOR HEAT PUMP

NOTES:
 1. AIRFLOW RATED AT HIGH FAN SPEED.
 2. POWER FOR INDOOR UNIT IS FED FROM OUTDOOR UNIT
 3. COOLING CAPACITY RATED AT 85°F.
 4. HEATING CAPACITY RATED AT 47°F.
 5. REFRIGERANT CIRCUIT ACCESS PORTS LOCATED OUTDOORS SHALL BE FITTED WITH LOCKING TYPE TAMPER RESISTANT CAPS.

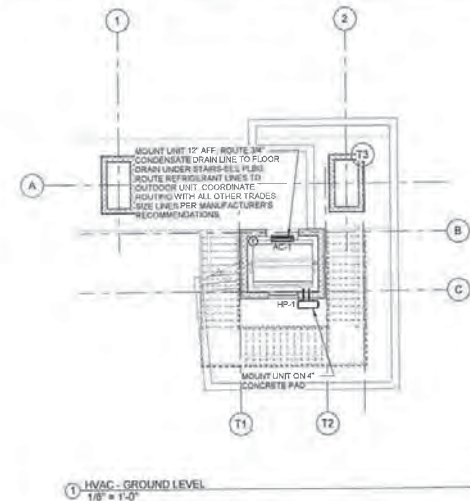
MARK	TYPE	COOLING CAPACITY	HEATING CAPACITY	V	PH	HZ	MCA	MOCP	EFFICIENCY		BASIS OF DESIGN
									SEER	HSPF	
HP-1	1	18	19	208	1	60	11	28	18.5	10.2	TRANE / MITSUBISHI



DUCTLESS SPLIT SYSTEM CONTROL SCHEME

THE AC UNIT SHALL BE CONTROLLED BY A WIRED WALL MOUNTED REMOTE CONTROLLER. THE CONTROLLER SHALL CYCLE ON COMPRESSORS TO MAINTAIN COOLING SETPOINT (EFF. ADJUSTABLE) AND HEATING SETPOINT (99°F. ADJUSTABLE).

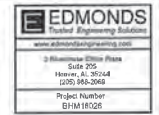
DUCTLESS SPLIT SYSTEM CONTROLS
NO SCALE



① HVAC - GROUND LEVEL
1/8" = 1'-0"

RESPONSIBLE PE: PHILIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE:	DATE:	PS&E	GRESHAM SMITH	MECHANICAL PLAN	US-31

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124 ()	2019	E001



JUNCTION & OUTLET BOXES

- ⊙ JUNCTION BOX - CEILING MOUNTED
- ⊙-⊙ POWER JUNCTION BOX - CEILING MOUNTED
- TD ⊙ TELE DATA JUNCTION BOX - CEILING MOUNTED
- ⊙ JUNCTION BOX - FLOOR MOUNTED
- ⊙ JUNCTION BOX - WALL MOUNTED
- ⊙-⊙ OUTLET BOX - WALL MOUNTED, WITH FLEXIBLE HARD WIRED CONNECTION TO EQUIPMENT
- ⊙-⊙ OUTLET BOX - CEILING MOUNTED, WITH FLEXIBLE HARD WIRED CONNECTION TO EQUIPMENT
- ⊙-⊙ OUTLET BOX - FLOOR MOUNTED, WITH FLEXIBLE HARD WIRED CONNECTION TO EQUIPMENT

LIGHTNING PROTECTION & AIR TERMINAL

- ⊙ LIGHTNING PROTECTION AIR TERMINAL
- ⊙ GROUND ROD, 3/4" DIA X 10'-0" COPPER CLAD STEEL TOP DRIVEN TO 2'-0" BELOW FINISHED GRADE
- ⊙ GROUND SYSTEM CONDUCTOR #10 BARE COPPER (2'-4" BELOW GRADE WHEN INSTALLED UNDERGROUND)

PANELBOARDS

- LIGHTING PANEL. SEE PANELBOARD SCHEDULE AND SPECIFICATIONS
- RECEPTACLE PANEL. SEE PANELBOARD SCHEDULE AND SPECIFICATIONS
- POWER PANEL. SEE PANELBOARD SCHEDULE AND SPECIFICATIONS

ABBREVIATIONS

A AMPERES	CFCI CONTRACTOR FURNISHED CONTRACTOR INSTALLED
AA AMBIENT AIR COOLED	CFOI CONTRACTOR FURNISHED OWNER INSTALLED
AC AMPERES INTERRUPTING CAPACITY	CFOI OWNER FURNISHED OWNER INSTALLED
AF FLOOR FINISHED FLOOR	CFCI OWNER FURNISHED CONTRACTOR INSTALLED
AL ALUMINUM	CC ON CENTER
ATS AUTOMATIC TRANSFER SWITCH	CP POLES
AWG AMERICAN WIRE GAUGE	PF POWER FACTOR
C CONDUIT RACEWAY	PH PHASES
CJ COPPER	PVC POLYVINYL CHLORIDE RACEWAY
CKTS CIRCUITS	RGD RIGID GALVANIZED STEEL UNLESS OTHERWISE NOTED
CTTS CLOSED TRANSITION TRANSFER SWITCH	V VOLTS
DA DIMMER	W WIRES
EC ELECTRICAL CONTRACTOR	WP WEATHERPROOF, NEMA 3R
EM EMERGENCY	EX EXISTING TO REMAIN
EP EXPLOSION PROOF	EXR EXISTING REMOVE
FA FORGED AIR COOLED	XR EXISTING REMOVE & RELOCATE
FMC FLEXIBLE METAL CONDUIT	XRL EXISTING, RELOCATED
G GROUND	XRB EXISTING REMOVE DEVICE AND INSTALL BLANK COVER
H MOUNTING HEIGHT TO CENTERLINE	XRP EXISTING REMOVE AND REPLACE W/NEW
HD HIGH INTENSITY DISCHARGE	
HP HORSE POWER	
IG ISOLATED GROUND	
KVA KILOWATT	
LT LIQUID TIGHT FLEXIBLE METAL CONDUIT	
KCMIL THOUSAND CIRCULAR MILS	
MV MEDIUM VOLTAGE	
N NEUTRAL	
NEC NATIONAL ELECTRICAL CODE	
NIC NOT IN CONTRACT	
NL NIGHT LIGHT	

DRAWING CONVENTIONS

- NEW WORK
- EXISTING TO REMAIN
- EXISTING TO REMOVE

RECEPTACLES

- WALL MOUNTED**
- ⊙ DUPLEX RECEPTACLE - NEMA 5-20R
 - ⊙ DUPLEX RECEPTACLE - NEMA 5-20R, DEDICATED SERVICE/CIRCUIT
 - OF ⊙ GROUND FAULT RECEPTACLE - NEMA 5-20R GFCI
 - IG ⊙ RECEPTACLE - MTD ABOVE COUNTER - NEMA 5-20R IS
 - ⊙ ISOLATED GROUND RECEPTACLE - NEMA 5-20R IS
 - ⊙ SIMPLEX RECEPTACLE - NEMA 5-20R
 - ⊙ SPLIT WIRED RECEPTACLE - NEMA 5-20R
 - WP ⊙ WEATHER PROOF RECEPTACLE - NEMA 5-20R GFCI W/ WET LOCATION COVER
 - ⊙ QUADRUPLEX RECEPTACLE - NEMA 6-20R
 - ⊙ SIMPLEX RECEPTACLE - NEMA 6-20R, DEDICATED SERVICE/CIRCUIT
 - ⊙ QUADRUPLEX RECEPTACLE - MTD ABOVE COUNTER - NEMA 5-20R
 - ⊙ SINGLE RECEPTACLE - EQUIPMENT CONNECTION OR PROVISION
 - ⊙ SINGLE RECEPTACLE - SPECIAL PURPOSE
 - ⊙ SINGLE RECEPTACLE - A=NEMA 5-30R; B=NEMA 6-30R; C=NEMA 14-30R
 - X ⊙ MULTI-SERVICE WALL RECEPTACLE
 - USB ⊙ DUPLEX RECEPTACLE - NEMA 5-20R WITH TWO FULL OUTPUT USB PORTS
 - ⊙ SINGLE RECEPTACLE - TWISTLOCK, AS SPECIFIED
 - EW ⊙ SINGLE RECEPTACLE - ELECTRIC WATER COOLER, GFCI
 - ⊙ VACUUM DUPLEX RECEPTACLE - NEMA 5-20R, PROVIDED WITH CONTINUED RECEPTACLE LABEL

CEILING MOUNTED

- ⊙ DUPLEX RECEPTACLE - NEMA 5-20R
- ⊙ DUPLEX RECEPTACLE - NEMA 5-20R, DEDICATED SERVICE/CIRCUIT
- ⊙ SIMPLEX RECEPTACLE - NEMA 5-20R
- ⊙ SINGLE RECEPTACLE - EQUIPMENT CONNECTION OR PROVISION
- ⊙ SINGLE RECEPTACLE - SPECIAL PURPOSE

POWER

- ⊙ GENERATOR ALARM / ANNUNCIATOR PANEL
- ⊙ FAN / FAN-COIL UNIT
- ⊙ PACKAGED AIR CONDITIONING UNIT
- ⊙ ELECTRIC DUCT HEATER
- ⊙ UNIT HEATER WITH FAN
- ⊙ ELECTRIC BASEBOARD HEATER
- ⊙ ELECTRIC CABINET HEATER
- ⊙ PHOTO-ELECTRIC / PHOTOCELL SWITCH
- ⊙ MAGNETIC MOTOR STARTER
- ⊙ COMBINATION MAGNETIC STARTER & DISCONNECT SWITCH
- ⊙ RELAY
- ⊙ ELECTRIC MOTOR
- ⊙ DISCONNECT SWITCH, UNFUSED, 30A, 3P UNLESS OTHERWISE NOTED
- ⊙ DISCONNECT SWITCH, FUSED, 30A, 3P UNLESS OTHERWISE NOTED
- ⊙ TIME CLOCK SWITCH
- ⊙ VARIABLE SPEED / VARIABLE FREQUENCY DRIVE
- ⊙ CONTACTOR
- ⊙ CIRCUIT BREAKER, INDIVIDUALLY ENCLOSED
- ⊙ CONTROL PANEL
- ⊙ AUTOMATIC TRANSFER SWITCH
- ⊙ MANUAL TRANSFER SWITCH
- ⊙ METER (WITH SOCKET ASSEMBLY)
- ⊙ TRANSFORMER, GENERAL PURPOSE DRY-TYPE, REFER TO SCHEDULE
- ⊙ RECEPTACLE OCCUPANCY SENSOR CONTROLLER

LIGHTING (SEE LUMINAIRE SCHEDULE)

- CEILING RECESSED**
- ⊙ RECESSED FLUORESCENT LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN
 - ⊙ RECESSED LUMINAIRE
 - ⊙ RECESSED WALL WASHER
 - ⊙ RECESSED FLUORESCENT LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN - LIFE SAFETY EMERGENCY EGRESS LIGHTING
 - ⊙ RECESSED LUMINAIRE - LIFE SAFETY EMERGENCY EGRESS LIGHTING
 - ⊙ RECESSED WALL WASHER - LIFE SAFETY EMERGENCY EGRESS LIGHTING

CEILING SURFACE MOUNTED

- ⊙ SURFACE OR STEM MOUNTED FLUORESCENT STRIP LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN
- ⊙ SURFACE OR STEM MOUNTED FLUORESCENT LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN
- ⊙ SURFACE OR PENDANT MOUNTED LUMINAIRE
- ⊙ SURFACE MOUNTED WALL WASHING LUMINAIRE
- ⊙ TRACK LIGHT
- ⊙ CEILING FAN
- ⊙ EXIT SIGN - CEILING MOUNTED, DOUBLE FACE WITH CHEVRONS AS SHOWN SEE LUMINAIRE SCHEDULE
- ⊙ EXIT SIGN - CEILING MOUNTED, SINGLE FACE WITH CHEVRONS AS SHOWN SEE LUMINAIRE SCHEDULE
- ⊙ SURFACE OR STEM MOUNTED FLUORESCENT STRIP LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN - LIFE SAFETY EMERGENCY EGRESS LIGHTING
- ⊙ SURFACE OR STEM MOUNTED FLUORESCENT LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN - CONNECTED TO LIFE SAFETY EMERGENCY POWER SYSTEM
- ⊙ SURFACE OR PENDANT MOUNTED LUMINAIRE - LIFE SAFETY EMERGENCY EGRESS LIGHTING
- ⊙ SURFACE MOUNTED WALL WASHING LUMINAIRE - LIFE SAFETY EMERGENCY EGRESS LIGHTING

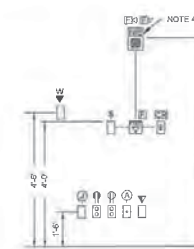
WALL

- ⊙ WALL MOUNTED LUMINAIRE
- ⊙ WALL MOUNTED LINEAR FLUORESCENT LUMINAIRE
- ⊙ EXIT SIGN - BACK MOUNTED, SINGLE FACE WITH CHEVRONS AS SHOWN SEE LUMINAIRE SCHEDULE
- ⊙ EXIT SIGN - END MOUNTED, DOUBLE FACE WITH CHEVRONS AS SHOWN SEE LUMINAIRE SCHEDULE
- ⊙ WALL MOUNTED FLUORESCENT STRIP LUMINAIRE - SINGLE OR CONTINUOUS LENGTHS AS SHOWN - LIFE SAFETY EMERGENCY EGRESS LIGHTING
- ⊙ WALL MOUNTED LUMINAIRE - LIFE SAFETY EMERGENCY EGRESS LIGHTING
- ⊙ EMERGENCY EGRESS LIGHT

SWITCHES

- ⊙ SINGLE POLE SWITCH, 20A, 125/277V
- ⊙ THREE WAY SWITCH, 20A, 125/277V
- ⊙ FOUR WAY SWITCH, 20A, 125/277V
- ⊙ DOUBLE POLE SWITCH, 20A, 125/277V
- ⊙ MOMENTARY CONTACT SWITCH, 1-POLE, 20A, 125/277V
- ⊙ PULL LIGHT SWITCH (LIGHT ON WHEN IN ON POSITION) 1-POLE, 20A, 125/277V
- ⊙ LIGHTED TOGGLE (LIGHT ON WHEN SWITCH IS OFF POSITION) 1-POLE, 20A, 125/277V
- ⊙ KEY OPERATED SWITCH, 1-POLE, 20A, 125/277V
- ⊙ TIME SWITCH, 1-POLE, 20A, 125/277V
- ⊙ LOW VOLTAGE SWITCH
- ⊙ MOTOR SWITCH, 1-POLE, 20A, 125/277V
- ⊙ DIMMER SWITCH
- ⊙ OCCUPANCY SENSOR, WALL MTD
- ⊙ OCCUPANCY SENSOR, CEILING MTD
- ⊙ LIGHTING OCCUPANCY SENSOR CONTROLLER

STANDARD MOUNTING HEIGHTS



NOTES

- MOUNTING HEIGHTS SHOWN ARE FROM FINISHED FLOOR TO CENTERLINE OF OUTLET, UNLESS OTHERWISE NOTED
- LOCATIONS OF OUTLETS SHOWN ON ARCHITECTURAL ELEVATIONS SHALL TAKE PRECEDENCE OVER THESE MOUNTING HEIGHTS. FIELD LOCATE OUTLETS WITH ARCHITECT DRAWING NOTES.
- INSTALL OUTLETS THAT ARE IN CLOSE PROXIMITY ON THE SAME CENTERLINE. OUTLETS THAT ARE WITHIN 2'-0" HORIZONTALLY AND WITHIN 1'-0" VERTICALLY SHALL BE INSTALLED ON THE SAME HORIZONTAL CENTERLINE. LOCATED 1'-0" AWAY BETWEEN THE HEIGHTS BELOW. OUTLETS THAT ARE MORE THAN 1'-0" APART VERTICALLY SHALL BE INSTALLED ON THE SAME VERTICAL CENTERLINE.
- VERIFY MOUNTING HEIGHT WITH LOCAL AUTHORITY.

ELECTRICAL NOTES

- THESE DRAWINGS ARE A PART OF A COMPLETE SET OF ARCHITECTURAL/ENGINEERING CONTRACT DOCUMENTS. ELECTRICAL CONTRACTOR SHOULD REFER TO THE ARCHITECTURAL DRAWINGS FOR ACTUAL LOCATION OF ITEMS WHERE SPECIFIED. SEE SAID CONFIGURATIONS FOR WALL IDENTIFICATION, ELEVATIONS, CABINETWORK, ETC. ROUGH-IN INSTALLATIONS WHICH ARE NOT LOCATED ACCORDING TO THE ARCHITECTURAL ELEVATIONS SHALL BE RELOCATED AT AN ADDITIONAL COST.
- CEILING CLEARANCES ARE CRITICAL FOR THIS PROJECT. GENERAL CONTRACTOR MUST COORDINATE ALL TRADES TO AVOID POTENTIAL INTERFERENCES. CONFLICTS BETWEEN TRADES SHALL BE REFERRED TO THE ARCHITECT FOR RESOLUTION.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND LOCAL ORDINANCES. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS.
- ALL SYMBOLS SHOWN ON THIS LEGEND MAY NOT BE USED.
- ALL PANELBOARDS ARE 30 AMP UNLESS OTHERWISE NOTED.
- ALL BRANCH CIRCUIT CONDUIT SHALL BE GALVANIZED EMT 3/4" CONDUIT MINIMUM.
- ALL CIRCUITS SHOWN CONCEALED SHALL BE RUN IN FURRED CEILING SPACES AND SHALL BE CONCEALED IN CONCRETE SLAB ONLY WHEN NO FURRED CEILING SPACE IS PROVIDED.
- ALL CONDUITS CROSSING EXPANSION JOINTS SHALL HAVE EXPANSION TYPE FITTINGS.
- ALL OUTLET BOXES MOUNTED BACK-TO-BACK IN WALLS SHALL HAVE FIREPROOF SOUND INSULATING MATERIAL INSTALLED BETWEEN THE BOXES TO PREVENT SOUND TRANSMISSION FROM ONE ROOM TO THE OTHER.
- ALL FLUSH MOUNTED PANELS SHALL HAVE 3-1/2" EMPTY CONDUIT STUBBED OUT ABOVE CEILING FOR FUTURE CIRCUITS.
- ALL WALL OUTLETS NOT PROVIDED WITH A DEVICE BY THIS CONTRACTOR SHALL BE PROVIDED WITH BLANK WALL PLATES.
- ALL BRANCH CIRCUITS SHALL INCLUDE A GREEN COVERED GROUND WIRE SIZED PER NEC OR AS SHOWN. CONNECT TO EACH DEVICE AND OUTLET BOX ON THE CIRCUIT AND TO THE PANEL(LUMINAIRE) GROUND BUS. NEVER USE BRANCH CIRCUITS WITH COMMON NEUTRAL. RESERVE ONLY ONE GROUND WIRE. NUMBER OF WIRES SHOWN ON DRAWINGS DOES NOT INCLUDE GROUND WIRE.
- FINAL EQUIPMENT CONNECTIONS - THIS CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR & MATERIALS REQUIRED TO MAKE FINAL CONNECTIONS TO ALL EQUIPMENT FURNISHED BY THIS CONTRACTOR AND/OR EQUIPMENT PROVIDED BY OTHERS. VERIFY ALL EQUIPMENT CONDUIT SIZE, OVERCURRENT PROTECTION, PHASE, VOLTAGE, WIRING METHODS, ETC. WITH EQUIPMENT SUPPLIER PRIOR TO INSTALLATION. PROVIDE FUSED DISCONNECT IF REQUIRED BY MANUFACTURER.
- FURNISH & INSTALL FIRE ALARM SYSTEM WHICH CONFORMS TO ALL NATIONAL, STATE & LOCAL CODES. PROVIDE ADDITIONAL DEVICES AS REQUIRED. PROVIDE TO ARCHITECT A COMPLETE SET OF MANUFACTURER'S SYSTEM INSTALLATION PLANS INCLUDING WIRING DIAGRAM, CONDUIT & WIRING INTERCONNECTION DIAGRAMS, DEVICE LOCATIONS AND ALL REQUIRED CONNECTIONS TO EQUIPMENT FURNISHED BY OTHERS. PROVIDE CONDUIT & WIRING AS DIRECTED BY SYSTEM SUPPLIER. FIRE ALARM CONTRACTOR TO HOLD A CURRENT LICENSE TO CONDUCT BUSINESS ISSUED BY THE STATE OF ALABAMA FIRE MARSHAL'S OFFICE.
- CONTRACTOR SHALL PROVIDE ARC-FLASH WARNING LABELS COMPLYING WITH NEC ARTICLE 110.16 ON NEW ELECTRICAL EQUIPMENT OR EXISTING EQUIPMENT THAT IS MODIFIED.
- NEW PANELBOARDS SHALL BE IDENTIFIED TO INDICATE THE DEVICE OR EQUIPMENT WHERE THE POWER SUPPLY ORIGINATES.
- FOR 120V OR LOWER VOLTAGES, CONTRACTOR SHALL INCREASE WIRE SIZE FROM THAT SHOWN ON ONE SIDE ONLY, FOR EVERY 100' IN BRANCH LENGTH AND ONE SIZE EVERY 200' OR 277V OR 480V CIRCUITS.
- CONTRACTOR SHALL LABEL ELECTRICAL SERVICE EQUIPMENT WITH A AVAILABLE FAULT CURRENT IN ACCORDANCE WITH NEC 110.24.
- CONTRACTOR SHALL LABEL ELECTRICAL PANELBOARDS WITH EQUIPMENT WHERE FEEDER ORIGINATES IN ACCORDANCE WITH NEC 408.4(B).

RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE ELECTRICAL LEGEND AND NOTES	ROUTE US-31
DATE: JULY 3, 2019	DATE:	DATE:	PS&E			

REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO E002
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 Project Number
 EHM18026

RISER DIAGRAM SYMBOLS

- STATIONARY CIRCUIT BREAKER
- STATIONARY SWITCH
- STATIONARY FUSE
- KIRKKEY INTERLOCK
- DRAWOUT CIRCUIT BREAKER - NUMBER IN CIRCLE CORRESPONDS TO MARK ON SWITCHBOARD ELEVATION AND SCHEDULE
- TRANSFORMER: DELTA PRIMARY, SOLIDLY GROUND, WYE SECONDARY
- POTENTIAL TRANSFORMER
- CURRENT TRANSFORMER
- MEDIUM-VOLTAGE STRESS CONE
- GROUND
- AUTOMATIC TRANSFER SWITCH
- ENGINE-GENERATOR
- ENCLOSURE
- PANELBOARD
- DRAW OUT CIRCUIT BREAKER WITH INTEGRAL FUSE
- STATIONARY CIRCUIT BREAKER WITH INTEGRAL FUSE
- AUTOMATIC TRANSFER SWITCH WITH BYPASS-ISOLATION
- DRAW OUT FUSE
- PAD MOUNTED TRANSFORMER
- JUNCTION BOX
- KILOWATT-HOUR/DEMAND METER
- LIGHTNING ARRESTER
- MANHOLE
- PULL BOX
- POWER FACTOR METER
- ELECTRONIC POWER METER
- VOLTAGE SENSING RELAY
- TRANSIENT VOLTAGE SURGE SUPPRESSOR
- LOAD BREAK CONNECTION
- CABLE
- BUSSING OR BUSWAY
- NO CONNECTION
- CONNECTED

SITE ELECTRICAL

- PAD MOUNTED TRANSFORMER
- PAD MOUNTED SWITCH
- ELECTRICAL SERVICE RISER POLE
- GENERATOR (OUTDOOR ENCLOSURE)
- MANHOLE
- HANDHOLE
- UTILITY POLE

TELEDATA

- DATA OUTLET AT CEILING FOR WIRELESS ACCESS POINT
- TELEPHONE OUTLET, 1 VOICE CONNECTION
- WALL TELEPHONE WITH CONDUIT, TO ABOVE ACCESSIBLE CEILING U.O.N. 1 VOICE CONNECTION, TO BE MOUNTED AT 4'-0" AFF
- VOICE/DATA OUTLET WITH CONDUIT STUBBED ABOVE ACCESSIBLE CEILING U.O.N.
- ABOVE COUNTER VOICE/DATA OUTLET WITH CONDUIT STUBBED ABOVE ACCESSIBLE CEILING U.O.N.
- VOICE/DATA OUTLET WITH FLEXIBLE FURNITURE CONNECTION AND CONDUIT STUBBED ABOVE ACCESSIBLE CEILING U.O.N.
- EMERGENCY PHONE
- BACKBOARD, 4'x8'x3/4" PLYWOOD WITH 2 COATS OF FIRE RETARDANT BLUE ENAMEL PAINT. PROVIDE 1#10-1/2" C TO GROUNDING ELECTRODE SYSTEM
- CONDUIT WITH NYLON FISH CORD
- CONDUIT WITH NYLON FISH CORD AND BUSHINGS TO NEAREST VID PATHWAY

TOTAL NUMBER OF CABLES	CONDUIT SIZE
1-4	3/4" C
5-7	1" C
8-12	1 1/2" C

NOTES

- CONDUIT SIZES ARE BASED ON NEC 40% FILL CAPACITY WITH ALL CABLES HAVING AN OUTSIDE DIAMETER OF 0.75"
- #V AND #D DENOTE THE NUMBER OF VOICE AND DATA CABLES RESPECTIVELY
- PROVIDE 2 GANG BOX WITH 1 GANG PLASTER RING FOR ALL OUTLETS
- ALL OUTLETS ARE TO HAVE TWO (2) VOICE AND TWO (2) DATA CONNECTIONS U.O.N.

FIRE ALARM

- DETECTION
 - DUCT SMOKE DETECTOR WITH REMOTE LED INDICATOR WHERE REQUIRED
 - FIRE ALARM FLOW
 - FIRE ALARM TAMPERS
 - FLAME DETECTOR - FLAME
 - HEAT DETECTOR
 - RELAY
 - SMOKE DETECTOR
 - CONTROL MODULE WITH RELAY (SEE DETAIL)
 - MONITOR MODULE
- PANELS**
 - CONTROL PANEL - BASIC SHAPE
 - CONTROL PANEL FOR HVAC EQUIPMENT
 - FIRE ALARM ANNUNCIATOR
 - FIRE ALARM COMMUNICATOR
 - FIRE ALARM CONTROL PANEL SURFACE OR FLUSH MOUNTED (AS SHOWN ON PLANS)
 - FIRE ALARM NAC
 - FIRE ALARM TERMINAL CABINET
 - FIRE ALARM TRANSPONDER
 - SPRINKLER ALARM PANEL
 - VOICE EVACUATION PANEL

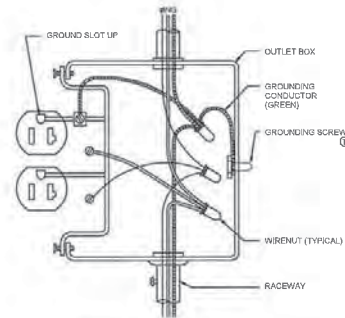
SAFETY

- ABORT SWITCH - EMERGENCY POWER OFF
- FIRE ALARM CHIME
- FIRE ALARM CHIME - STROBE
- FIRE ALARM DOOR HOLDER
- FIRE ALARM HORN - STROBE
- FIRE ALARM MINI HORN
- FIRE ALARM PULL BOX
- FIRE ALARM SPEAKER - CEILING
- FIRE ALARM STROBE
- FIRE ALARM - COMBINATION SPEAKER AND STROBE 870B MIN
- FIRE ALARM STROBE - CEILING
- FIREMAN PHONE
- REMOTE MCG FOR EVACUATION
- REMOTE TEST SWITCH
- REMOTE LED INDICATOR

BRANCH CIRCUITS

- CONCEALED IN CEILING, WALL, OR IN CEILING SLAB
 - CONCEALED IN OR BELOW FLOOR OR UNDERGROUND
 - EXPOSED
 - EMERGENCY
 - RUN IN FLEXIBLE METAL CONDUIT
 - EMPTY CONDUIT, 3/4" UNLESS OTHERWISE NOTED WITH NYLON PULL CORD
 - CONDUIT SEAL FITTING, CROUSE-HINDS WEYS OR APPROVED EQUIVALENT
 - HOME RUN TO PANELBOARD AND 30A, 1P BREAKER, U.O.N.
 - NOTE:** SHOWN 2#12 AND 1#12(2) 1/2" C
 - 3#12 AND 1#12(2) 3/4" C
 - 4#12 AND 1#12(2) 3/4" C
 - 10
 - 2#10 AND 1#10(2) 3/4" C
 - 10-4#10
 - 3#10 AND 1#10(2) 3/4" C
- SIZE CONDUIT PER NEC FOR GREATER NUMBER OF CONDUCTORS OR AS NOTED. THE NUMBER IN THE CIRCUIT INDICATES AVG WIRE SIZE AND HASHMARKS INDICATE NUMBER OF WIRES REQUIRED. GROUND WIRE SHALL BE SIZED IN ACCORDANCE WITH NEC TABLE 250.48. NUMBER OF HASHMARKS DO NOT INCLUDE GROUND WIRE.
- RISER, UP, RUNNING TO SOURCE
 - RISER, DOWN, RUNNING TO SOURCE

BRANCH CIRCUIT WIRING FOR LIGHTING IS SHOWN SCHEMATICALLY. EACH LUMINAIRE IS TO BE INSTALLED WITH AN INDIVIDUAL FLEXIBLE CONNECTION. FOR EXAMPLE:



WIRING DIAGRAM
 TYPICAL RECEPTACLE INSTALLATION
 NO SCALE

RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE ELECTRICAL LEGEND NOTES AND DETAILS	ROUTE US-31
DATE: JULY 3, 2019	DATE:	DATE:	PS&E			

REFERENCE PROJECT NO DE-HFP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO E003
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EDMONDS
Trusted Engineering Solutions
www.edmondsengineering.com
2 Division Office Plaza
Suite 205
Huntsville, AL 35894
(205) 946-2048
Project Number :
SHM180325

Panel: RP
Location: Fed From:
Enclosure: NEMA 3
Mounting: SURFACE
Voltage: 120/208 Vrms
Phases: 3
Wires: 4
Bus Rating: 400
Main Device Type: MCB
Main Device Size: 400
A.I.C. Rating: 22k
Fault Current:

CR	Description	Load Class	Tripp (A)	Poles	A	B	C	Poles	Tripp (A)	Load Class	Description	CR	
1	Receptacle - Bridge Pump	Recept	20	1	1400	300		1	20	Recept	Receptacle - Elevator	2	
3	Lighting - Star Fixing	Lighting	20	1		1500	30		1	20	Lighting	Lighting - Elevator	4
5	Lighting - Bridge Railing (Note 2)	Lighting	20	1			800	176	1	20	Lighting	Lighting - Bridge	6
7	Lighting - Bridge Railing (Note 2)	Lighting	20	1	580	502			1	20	Lighting	Lighting - Bridge Railing (Note 2)	8
9	Lighting - Bridge Railing (Note 2)	Lighting	20	1		500	158		1	20	Lighting	Lighting - Bridge Support	10
11	Lighting - Canopy	Lighting	20	1			80	18	1	20	Lighting	Lighting - Elevator	12
13	HIGH LEVEL ALARM PANEL	Power	20	1	800	1880			2	30	Break	HP-1	14
15	Elevator Cab Lights	Light	20	1		1500	1980						18
17	FACP (Node 1)	Power	20	1			1500	8673	3	175	Mold	Elevator	18
19	Spare		20	1	0	6973							20
21	Spare		20	1	0	6973							22
23	Spare		20	1	0	0	0	0	1	20		Spare	24
25	Spare		20	1	0	0	0	0	1	20		Spare	26
27	Spare		20	1	0	0	0	0	1	20		Spare	28
29	Spare		20	1	0	0	0	0	1	20		Spare	30
31	Spare		20	1	0	0	0	0	1	20		Spare	32
33	Spare		20	1	0	0	0	0	1	20		Spare	34
35	Spare		20	1	0	0	0	0	1	20		Spare	36
37	Spare		20	1	0	0	0	0	1	20		Spare	38
39	Spare		20	1	0	0	0	0	1	20		Spare	40
41	Spare		20	1	0	0	0	0	1	20		Spare	42
Total Phase Connected Load (VA)					14513	14100	11248						
Total Phase Connected Current (A)					125	122	98						

Load Classification	Connected Load (VA)	Demand Factor	Demand Load (VA)	Panel Totals:
Heating	3660 VA	100.00%	3660 VA	Total Connected Load (VA): 36508 VA
Lighting	4965 VA	100.00%	4965 VA	Total Demand Load (VA): 45539 VA
Motor	33825 VA	125.00%	33825 VA	Total Connected Current (A): 111.4 A
Power	2300 VA	100.00%	2300 VA	Total Demand Current (A): 126.4 A
Receptacle	1760 VA	100.00%	1760 VA	

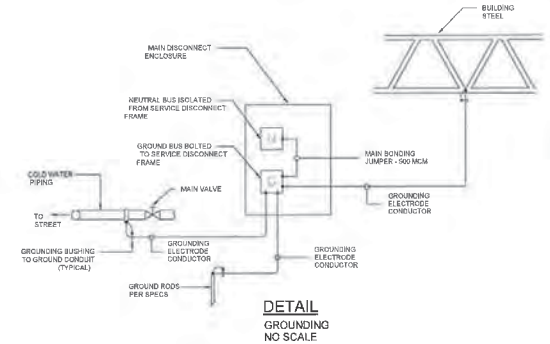
1. Provide red lock on device on FACP Breaker. 2. Provide GFCI Breaker.

LUMINAIRE SCHEDULE

TYPE MARK	LAMP	WATTAGE	LAMP COLOR TEMP	VOLTS	DESCRIPTION	COMMENTS / OPTIONS	MANUFACTURER	MODEL
11	LED 600 LM	15W	4000 K	120	MULTIPLE VAPOR TIGHT WALL MOUNT		LITHONIA	DEL75MM
12	LED 481 LM	15W	4000K	120	LED OUTDOOR CAST SCORPE		LITHONIA	QALCS E 028
34	LED 800 LM	20W	4000 K	120	LED LINEAR FACADE SURFACE MOUNT	ALTERNATE 2: INCLUDE RGB COLOR	LUMENPLUSE	ADBNST01 HYDRA HD16 W6 401254
38	LED 778 LM	20W	4000 K	120	LED LINEAR FACADE WITH ADJUSTABLE SURFACE MOUNT	ALTERNATE 1: FIXTURE	LUMENPLUSE	LOC ASHRAE 150 48 48K 30269 SAM BK NO

LUMINAIRE SCHEDULE NOTES

- MANUFACTURER CATALOG NUMBERS ARE SHOWN FOR GENERAL DESCRIPTIVE PURPOSES AND TO ESTABLISH STANDARD OF QUALITY ONLY. PROVIDE LUMINAIRES COMPLETE WITH ALL OPTIONS AND ACCESSORIES REQUIRED FOR A COMPLETE INSTALLATION. ALL PRODUCTS SHALL BE UL LISTED.
- PROVIDE PROPER LAMP FOR REFLECTOR ASSEMBLY SPECIFIED AND AS RECOMMENDED BY LUMINAIRE MANUFACTURER.
- PROVIDE FUSES FOR UNGROUNDED CONDUCTORS SUPPLYING FLUORESCENT AND H.I.D. BALLASTS. FLUORESCENT: OMF-HLR H.I.D. HEIKTK. PROVIDE FUSE SIZED FOR RATING OF BALLAST.
- VERIFY CONSTRUCTION OF CEILING BEING INSTALLED AND PROVIDE THE LUMINAIRES SPECIFIED IN APPROPRIATE CONFIGURATION WITH ALL HARDWARE AND ACCESSORIES REQUIRED FOR COMPATIBLE INSTALLATION.
- PROVIDE LUMINAIRES WITH JOINTING PLATES, END CAPS, CANOPIES, MOUNTING HARDWARE, ETC., AS REQUIRED FOR COMPLETE INSTALLATION.
- EXIT LIGHTS SHALL BE PROVIDED WITH COLOR OF LETTERS REQUIRED BY LOCAL CODE. AUTHORITY FURNISH WITH CHEVRON DIRECTIONAL INDICATORS AS INDICATED AND REQUIRED.
- PROVIDE DEVICES FOR SECURING LAY-IN TYPE LUMINAIRES TO CEILING GRID TO COMPLY WITH ARTICLE 410 OF THE NATIONAL ELECTRICAL CODE.
- FURNISH WALL MOUNT LUMINAIRE WITH NECESSARY CORNERS AND END PLATES, MOUNTING HARDWARE, ETC., FOR A COMPLETE INSTALLATION OF CONTINUOUS LISTED SLOT FITTING WALL TO WALL OR RUN CONTINUOUS AS SHOWN ON DRAWINGS.
- FURNISH LINEAR LUMINAIRES IN CONTINUOUS ROWS OR PATTERNS AS INDICATED ON DRAWINGS. PROVIDE WITH CORNER, ANGLE, AND END PIECES AS REQUIRED FOR A COMPLETE FINISHED INSTALLATION.
- FURNISH LUMINAIRES IN MECHANICAL SPACES COMPLETE WITH PENDANT STEMS OR CHAIN HANGERS AS REQUIRED TO MOUNT BELOW PIPING, DUCT, CONDUIT, ETC. MAINTAIN MINIMUM 7'-0" UNIFORM MOUNTING HEIGHT FOR ALL LUMINAIRES THROUGHOUT EACH AREA.
- PENDANT AND LUMINAIRES WITH ARCHAIC CABLE SUSPENSION SYSTEMS SHALL BE FURNISHED WITH ADJUSTABLE CABLE GRIP HARDWARE. CABLE SIZE SHALL BE SELECTED BY MANUFACTURER TO PROVIDE ADEQUATE SUPPORT OF LUMINAIRE SPECIFIED.
- EMERGENCY BATTERY BALLASTS FOR LINEAR FLUORESCENT LUMINAIRES SHALL PRODUCE 1350 LUMENS FOR 90 MINUTES MINIMUM BURNING REST OR EQUAL.
- H.I.D. LUMINAIRES INDICATED FOR USE AS EMERGENCY LIGHTING SHALL BE PROVIDED WITH AUXILIARY "QUARTZ-RESTRIKE" SYSTEM CONSISTING OF QUARTZ-HALOGEN LAMP SOCKET, TIME-DELAY RELAY, AND CURRENT-SENSING DEVICE. AUXILIARY LAMP SHALL INSTANTLY LIGHT WHEN THE PRIMARY LAMP ENERGIZES AND EXTINGUISHES WHEN PRIMARY LAMP REACHES 60% NORMAL LIGHT OUTPUT.
- LED FIXTURES: TO INSURE A FIXTURE WILL PERFORM "AS ADVERTISED" ON A CUT SHEET, THE PUBLISHED SPECIFICATION SHALL BE SUPPORTED BY LM-79 TEST RESULTS. LED FIXTURES WHICH ARE BUILT USING LEDs SHALL HAVE SUCCESSFULLY PASSED LM-80. LEDs SHALL YIELD A LM-80 RESULT OF A MINIMUM OF 70% OF THE ORIGINAL LIGHT OUTPUT OF THE LED STILL BEING DELIVERED AFTER 50,000 HOURS OF OPERATION. (THE POWER SUPPLY UNIT (DRIVER) SHALL HAVE 100,000-HOURS MTBF (MEAN TIME BETWEEN FAILURES). AN INTEGRATED BATTERY BACKUP SOLUTION FOR THE LED FIXTURE IS REQUIRED. REFERENCEABLE LED BOARDS TO ALLOW FIXTURE UPGRADE.



LIGHTING CONTROL PANEL SCHEDULE

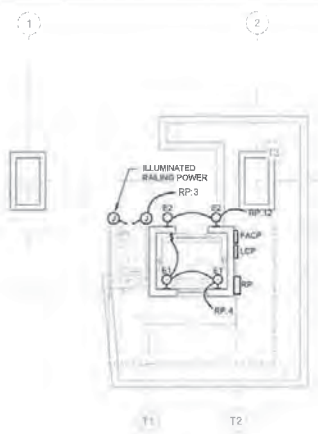
Panel ID	Relay	Circuit	Description	Group	Schedule	Remarks
1	RP-10	BRIDGE SUPPORT LIGHTING	1	A	ALTERNATE #1	
2	RP-6	BRIDGE SUPPORT LIGHTING	1	A	ALTERNATE #1	
3	RP-7	BRIDGE RAILING LIGHTING	2	A		
4	RP-8	BRIDGE RAILING LIGHTING	2	A		
5	RP-3	STAIR RAILING LIGHTING	3	A		
6	RP-11	CANOPY LIGHTING	4	A		
7	RP-12	ELEVATOR LIGHTING	5	A		
8	RP-9	BRIDGE RAILING LIGHTING	3	A		
9	RP-5	BRIDGE RAILING LIGHTING	2	A		
10		SPARE				
11		SPARE				
12		SPARE				
13		SPARE				
14		SPARE				
15		SPARE				
16		SPARE				

SCHEME A: ASTRONOMICAL TIME CLOCK ON/OFF. PHOTOCELL DURING SCHEDULED OFF TIME.

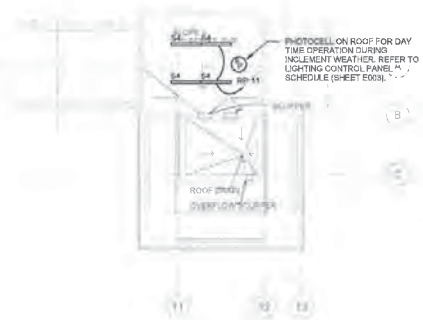
RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE ELECTRICAL DETAILS & SCHEDULES	ROUTE US-31
DATE: JULY 3, 2019	DATE:	DATE:	PS&E			

REFERENCE PROJECT NO DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO E101
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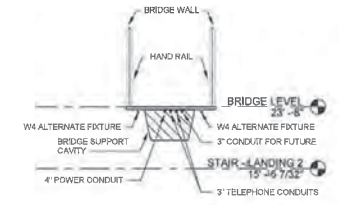
EDMONDS
Tusted Engineering Solutions
 www.edmondsengineering.com
 2 Riverside Office Plaza
 Suite 200
 Hoover, AL 35244
 205.968.0000
 Project Number
 EHM19026



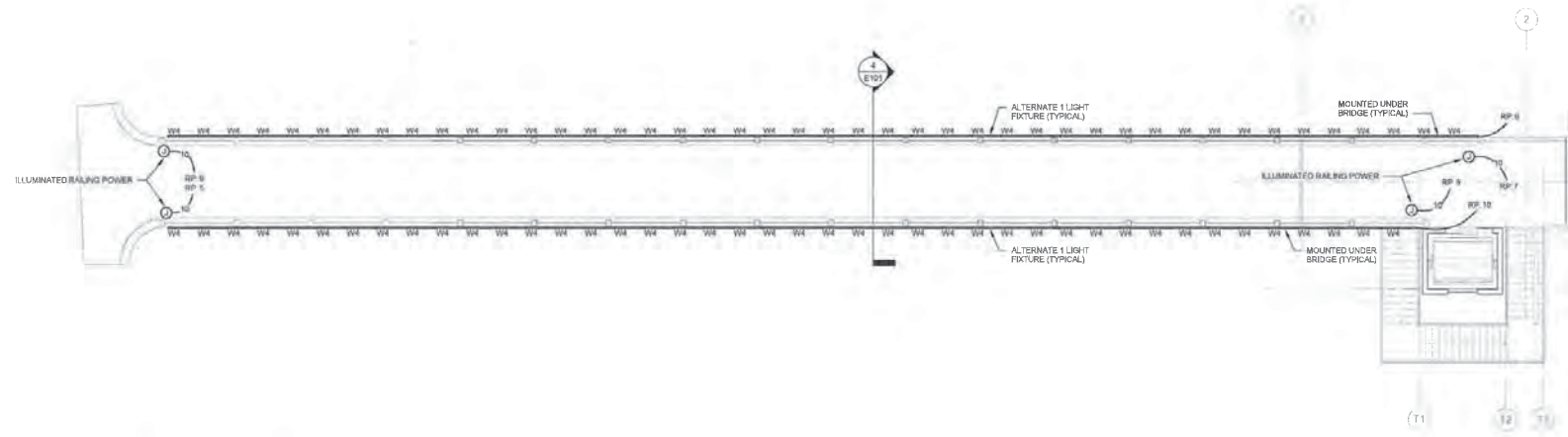
1 LIGHTING - GROUND LEVEL
1/8" = 1'-0"



3 LIGHTING - ROOF LEVEL
1/8" = 1'-0"



4 LIGHTING - BRIDGE CROSS SECTION
1/8" = 1'-0"

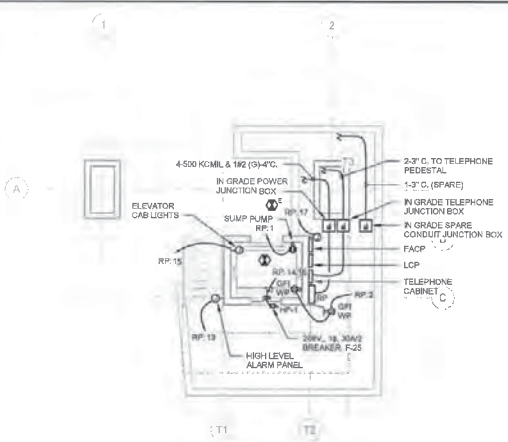


2 LIGHTING - BRIDGE LEVEL
1/8" = 1'-0"

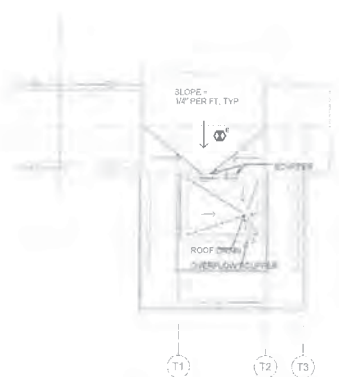
RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE:	DATE:	PS&E		LIGHTING - FLOOR PLANS	US-31

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A124 ()	2019	E201

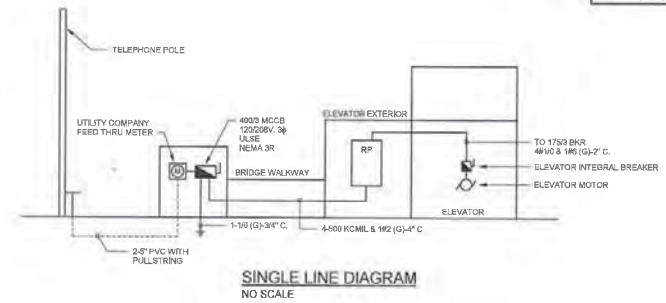
EDMONDS
 Electrical Engineering Solutions
 www.edmondsengineering.com
 2 Riverchase Office Plaza
 Suite 202
 Hoover, AL 35244
 (205) 968-0089
 Project Number
 EHM19026



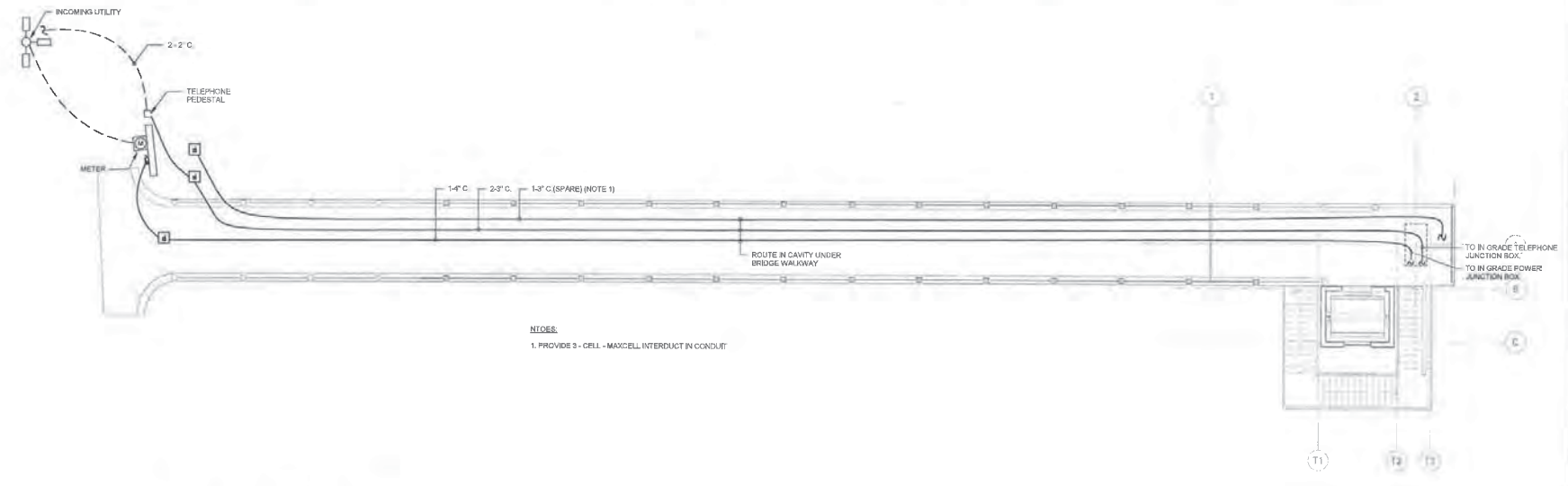
1 POWER / AUXILIARY - GROUND LEVEL
1/8" = 1'-0"



3 POWER / AUXILIARY - ROOF LEVEL
1/8" = 1'-0"



4 Single Line Diagram
1/2" = 1'-0"



2 POWER / AUXILIARY - BRIDGE LEVEL
1/8" = 1'-0"

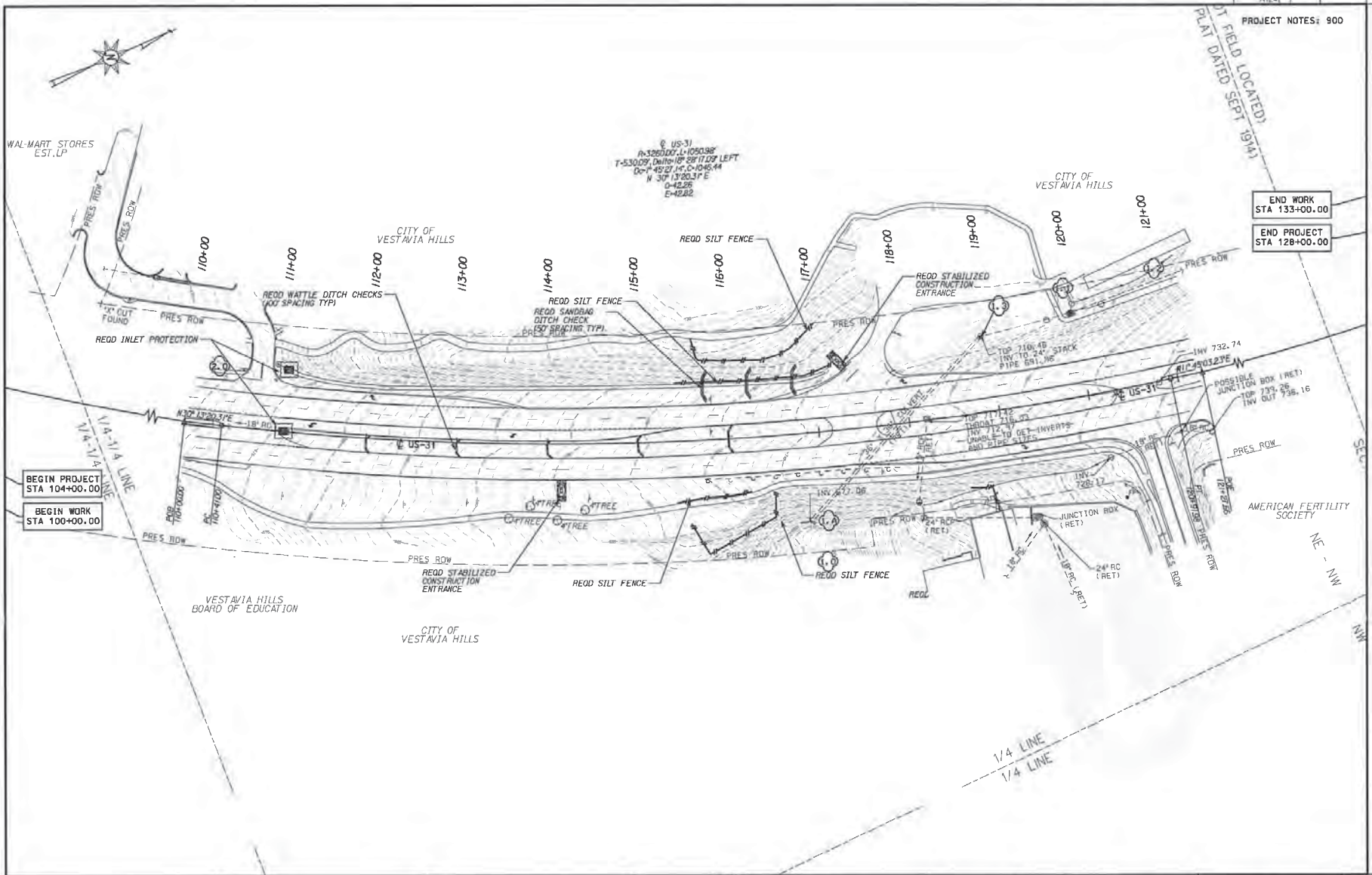
NOTES:
 1. PROVIDE 3 - CELL - MAXCELL INTERDUCT IN CONDUIT

RESPONSIBLE PE: PHILLIP GRAYDON	SUPERVISOR	DESIGNER	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION GRESHAM SMITH	SHEET TITLE	ROUTE
DATE: JULY 3, 2019	DATE	DATE	PS&E		POWER/AUXILIARY - FLOOR PLANS	US-31

EROSION & SEDIMENT CONTROL PLAN (INITIAL)

REFERENCE PROJECT NO. DE-HPP-TAPBH- A1241	FISCAL YEAR 2019	SHEET NO. 22
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PROJECT NOTES: 900



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BEGIN WORK STA 100+00.00

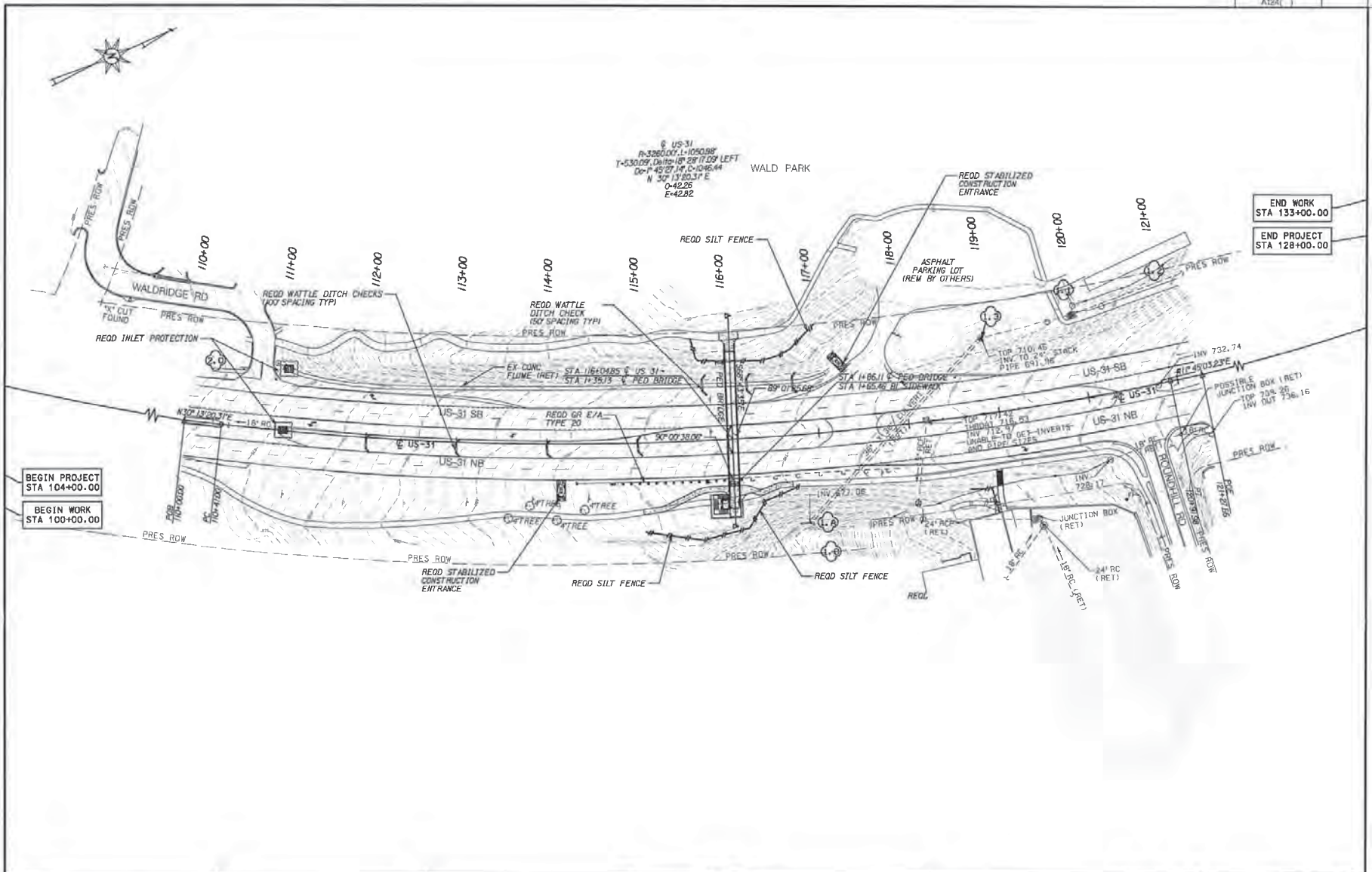
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END PROJECT STA 128+00.00

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C. PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	SHEET TITLE EROSION & SEDIMENT CONTROL PLAN (INITIAL)	ROUTE US-31
DATE:	DATE:	DATE:	PS&E				

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EROSION & SEDIMENT CONTROL PLAN (INTERMEDIATE)

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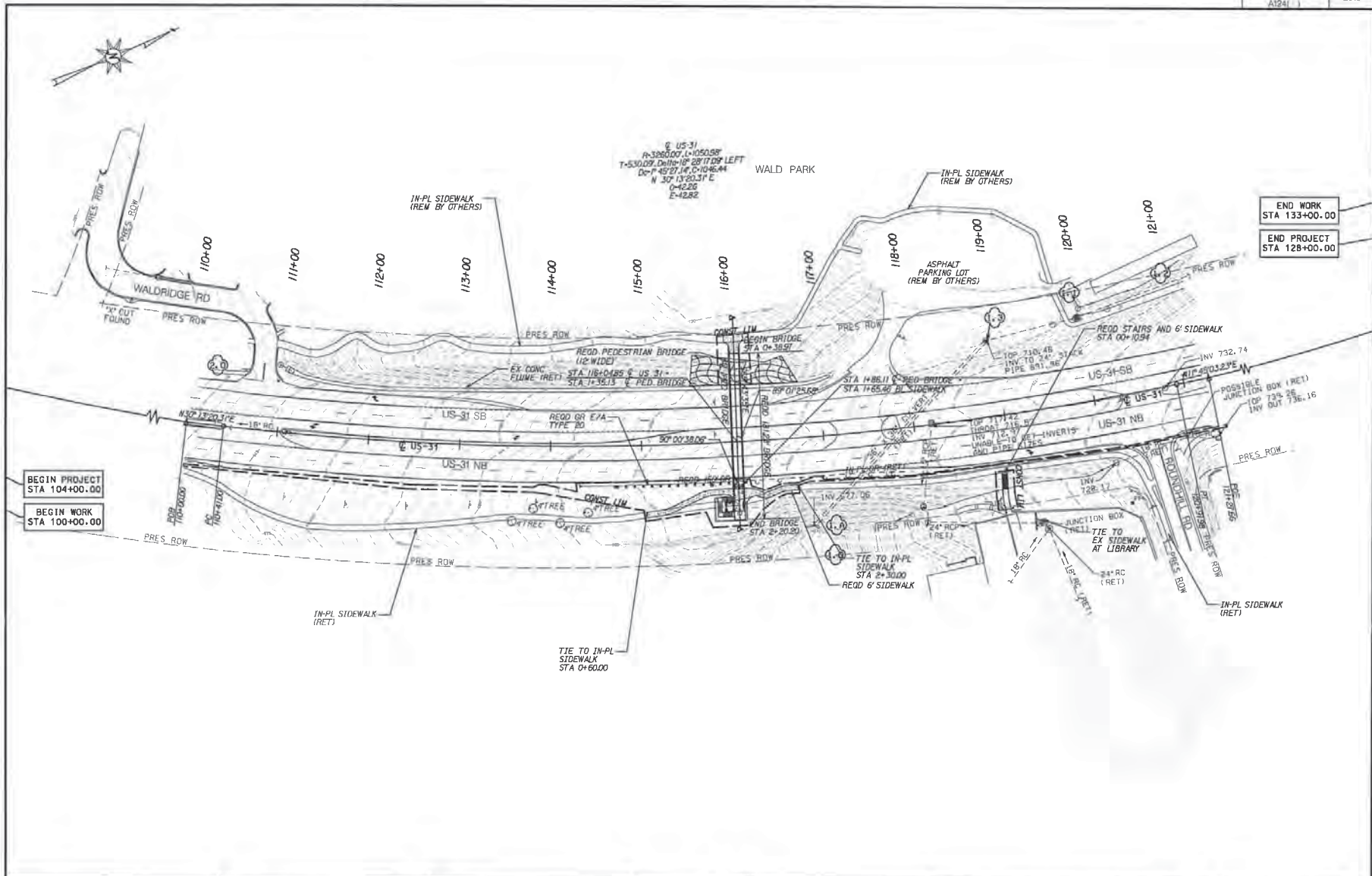
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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			EROSION & SEDIMENT CONTROL PLAN (INTERMEDIATE)	US-31

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EROSION & SEDIMENT CONTROL PLAN (FINAL)

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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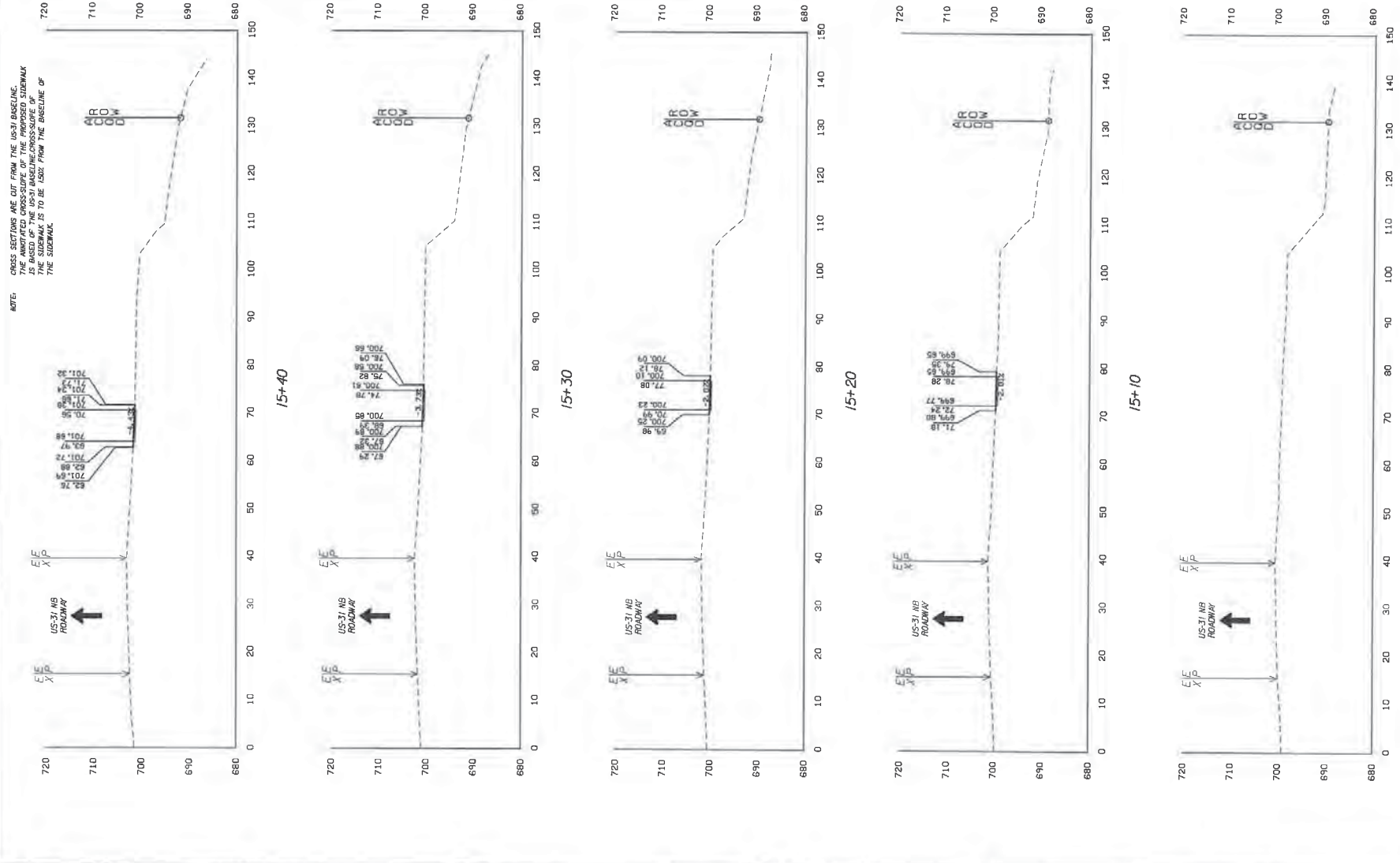
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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C. PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	50 0 50 SCALE (FEET) HORIZ	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			EROSION & SEDIMENT CONTROL PLAN (FINAL)	US-31

CROSS-SECTIONS : SIDEWALK

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A1241	2019	27



Sta. 15+00 To Sta. 15+40

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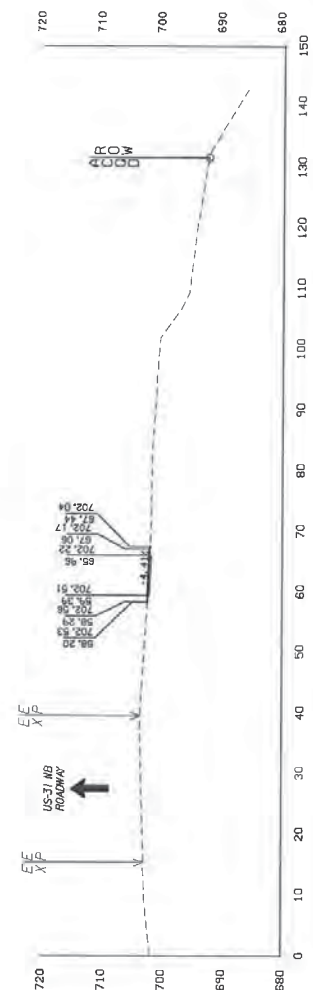
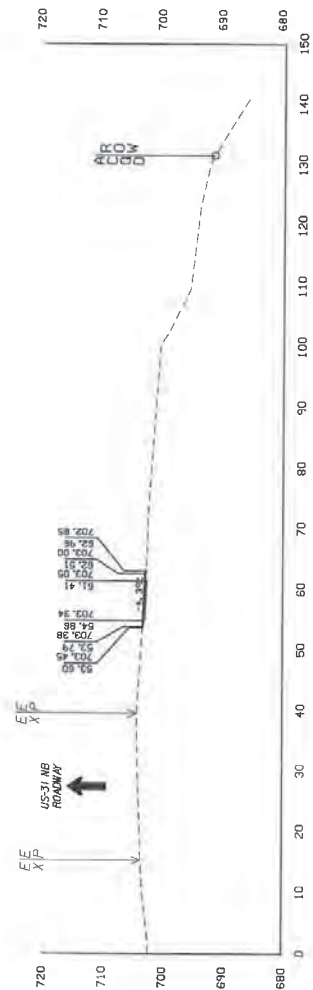
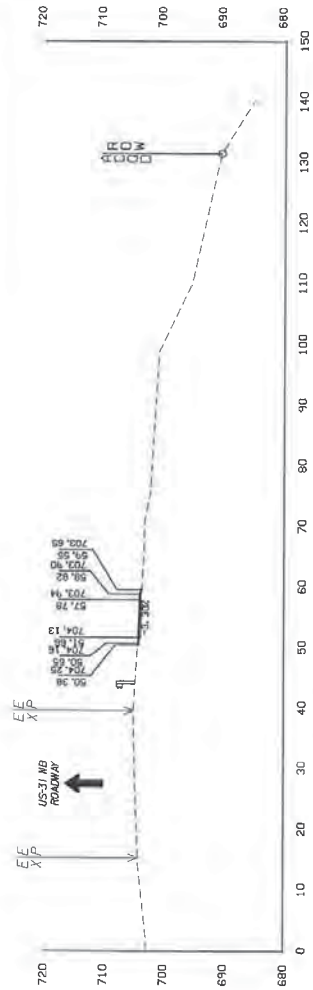
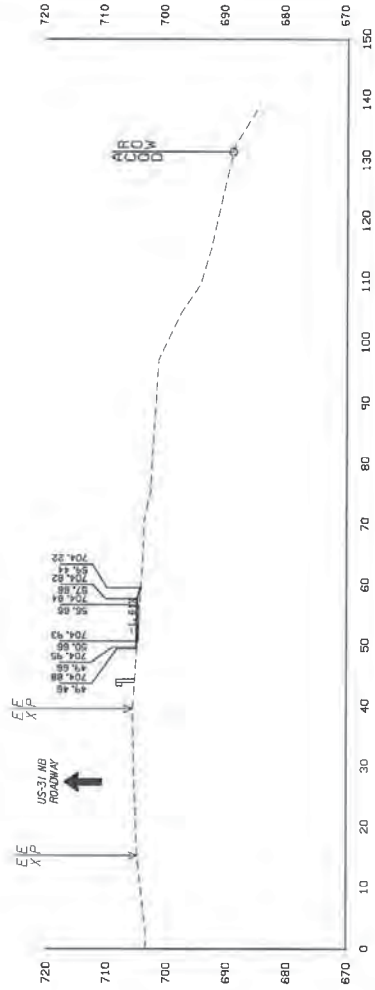
RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	<p>ALABAMA DEPARTMENT OF TRANSPORTATION</p>	<p>HORIZ & VERT</p> <p>SCALE (FEET)</p>	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			CROSS-SECTIONS: SIDEWALK	US-31

CROSS-SECTIONS: SIDWALK

REFERENCE PROJECT NO DE-HPP-TAPBF-A124()	FISCAL YEAR 2019	SHEET NO 28
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cor-let1
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NOTE:
CROSS SECTIONS ARE CUT FROM THE US-31 BASELINE.
THE ANNOTATED CROSS-SLOPE OF THE PROPOSED SIDEWALK
IS BASED ON THE US-31 BASELINE CROSS-SLOPE OF
THE SIDEWALK. IT IS TO BE LOOK FROM THE BASELINE OF
THE SIDEWALK.



Sta. 15+50 To Sta. 15+80

RESPONSIBLE PE: LESLIE B. CORLETT PE
DATE:

SUPERVISOR: BLAIR C PERRY PE
DATE:

DESIGNER: LESLIE B. CORLETT PE
DATE:

PLAN SUBMITTAL
PS&E



ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ & VERT SCALE (FEET)
10 0 10

SHEET TITLE
CROSS-SECTIONS: SIDEWALK

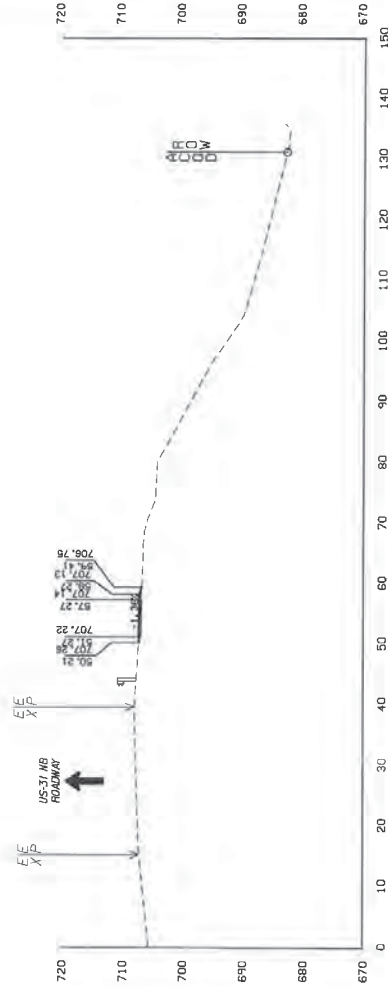
ROUTE
US-31

CROSS-SECTIONS: SIDEWALK

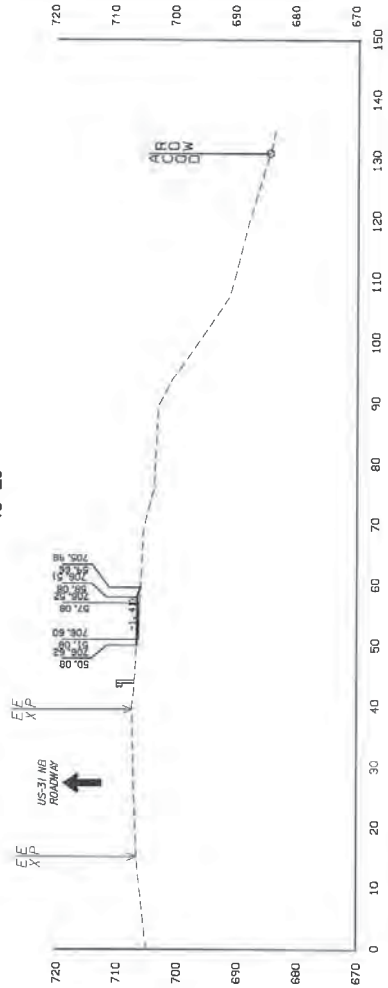
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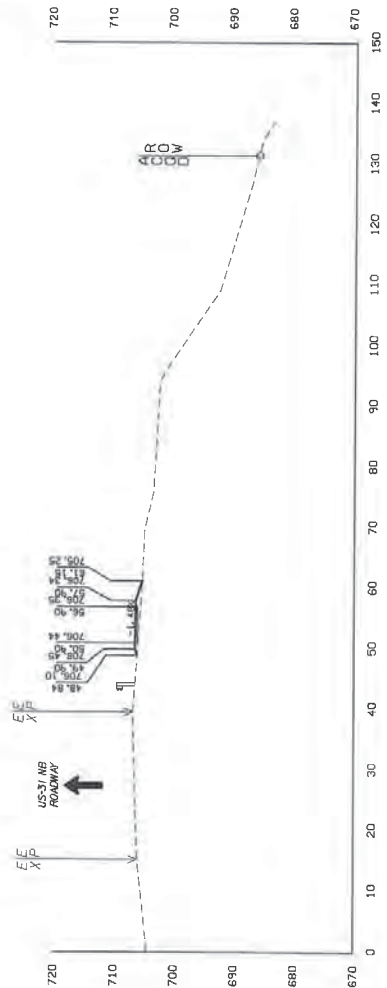
NOTE:
CROSS SECTIONS ARE CUT FROM THE US-31 BASELINE.
THE ANNOTATED CROSS-SECTION OF THE PROPOSED SIDEWALK IS BASED ON THE US-31 BASELINE CROSS-SECTION OF THE SIDEWALK TO BE BUILT FROM THE BASELINE OF THE SIDEWALK.



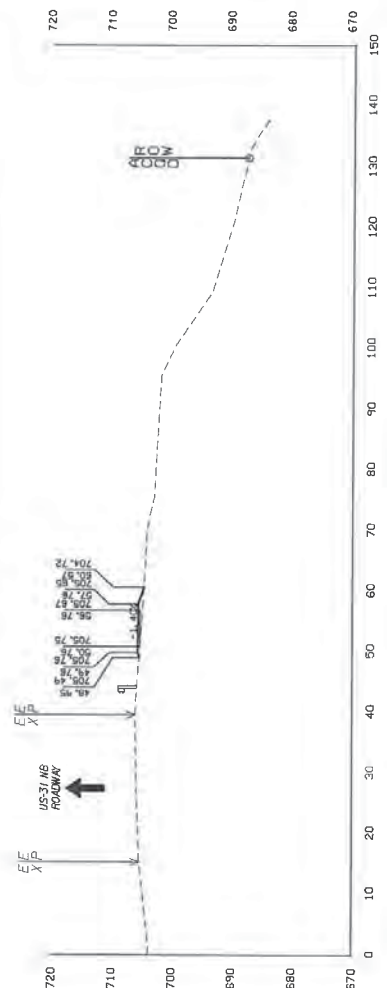
16+20



16+10



16+00



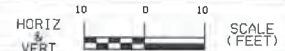
15+90
Sta. 15+90 To Sta. 16+20

RESPONSIBLE PE: LESLIE B. CORLETT PE
DATE:

SUPERVISOR: BLAIR C PERRY PE
DATE:

DESIGNER: LESLIE B. CORLETT PE
DATE:

PLAN SUBMITTAL
PS&E



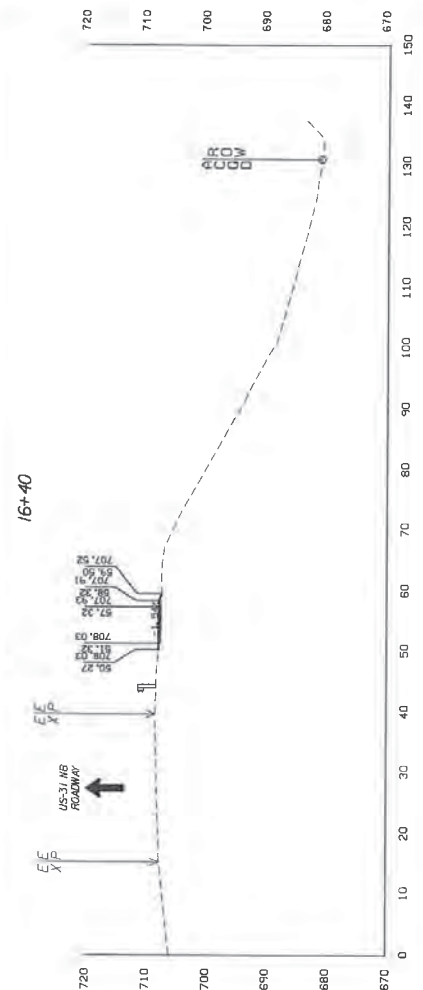
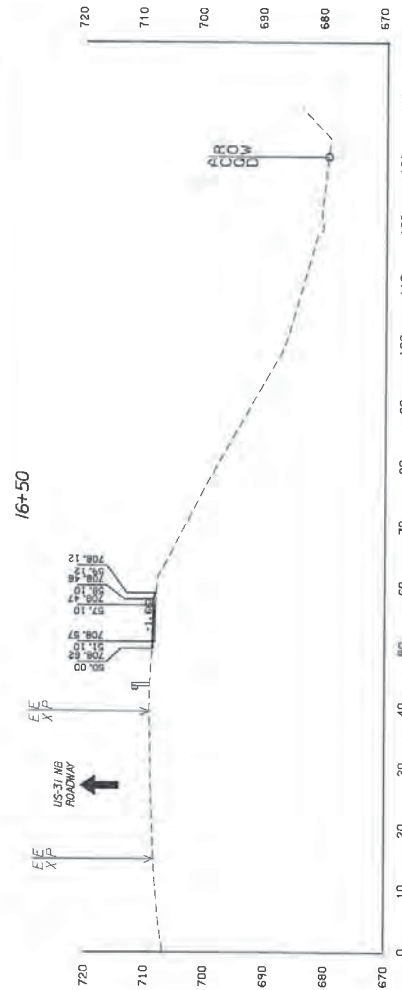
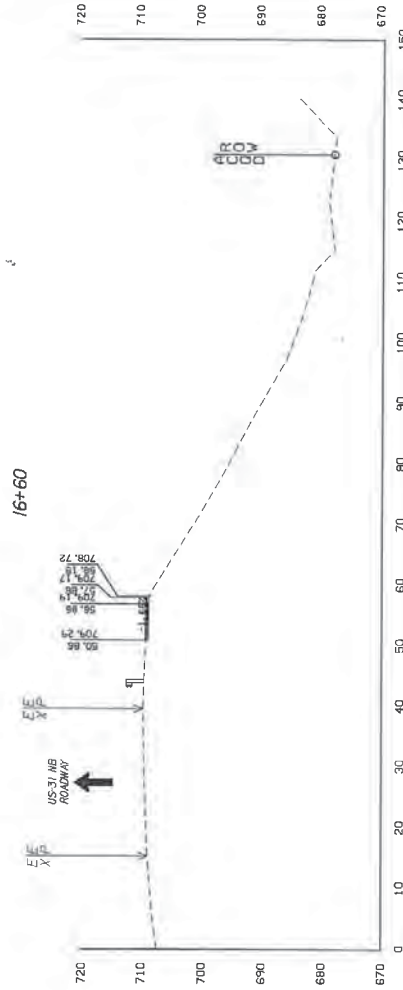
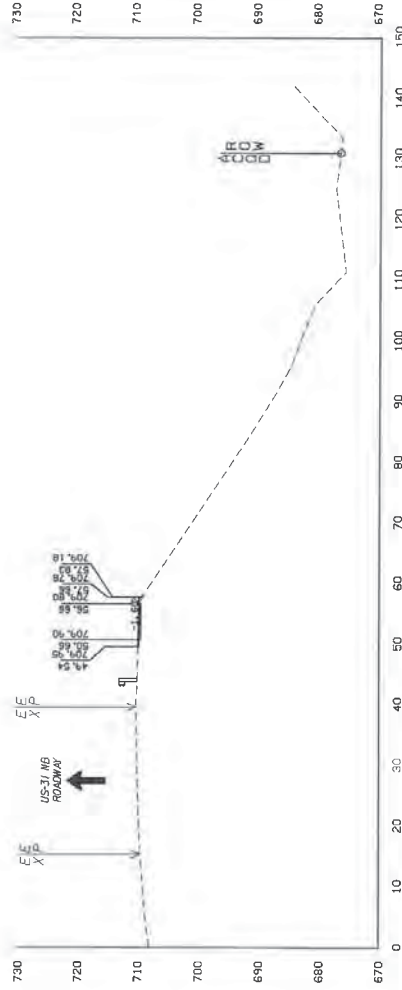
SHEET TITLE
CROSS-SECTIONS:
SIDEWALK

ROUTE
US-31

CROSS-SECTIONS: SIDEWALK

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
DE-HPP-TAPBH-A1241	2019	30

NOTE: CROSS-SECTIONS ARE CUT FROM THE US-31 BASELINE. THE ANNOTATED CROSS-SLOPE OF THE PROPOSED SIDEWALK IS BASED ON THE US-31 BASELINE CROSS-SLOPE OF THE SIDEWALK. TO BE 1200' FROM THE BASELINE OF THE SIDEWALK.



Sta. 16+30 To Sta. 16+60

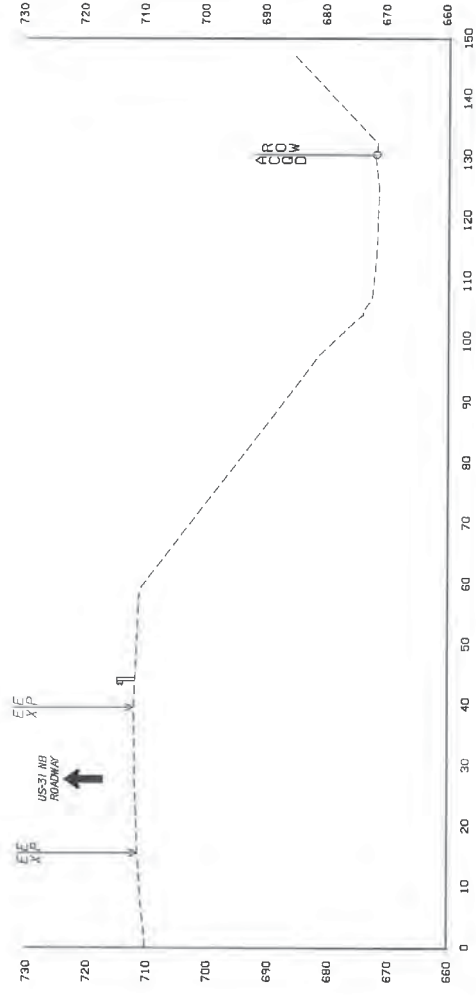
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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ & VERT SCALE (FEET) 	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			CROSS-SECTIONS: SIDEWALK	US-31

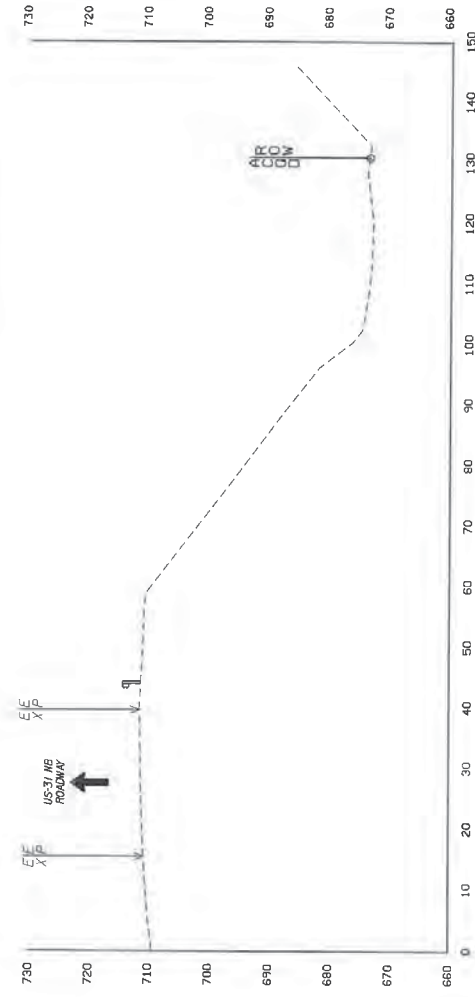
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REFERENCE PROJECT NO. DE-HPP-TAPBH-A124()	FISCAL YEAR 2019	SHEET NO. 31
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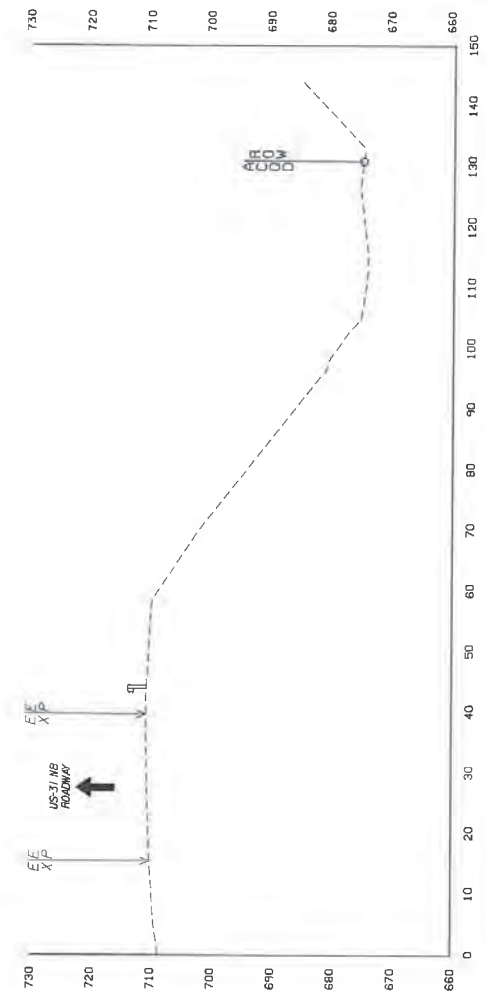
NOTE:
CROSS SECTIONS ARE CUT FROM THE US-31 BASELINE. THE ANNOTATED CROSS-SLOPE OF THE PROPOSED SIDEWALK IS BASED UPON THE US-31 BASELINE. CROSS-SLOPE OF THE SIDEWALK IS TO BE 1:50:1 FROM THE BASELINE OF THE SIDEWALK.



16+90



16+80



16+70
Sta. 16+70 To Sta. 16+90

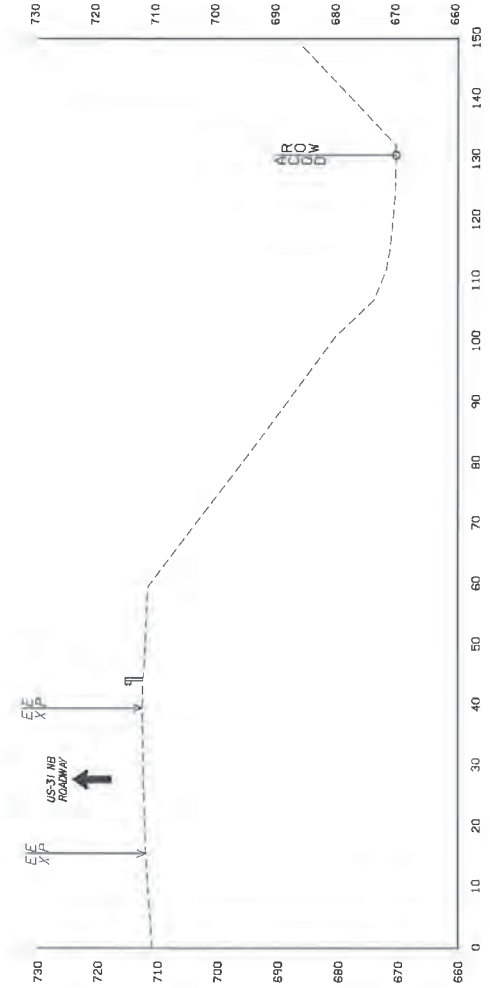
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RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	 ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ & VERT SCALE (FEET) 	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			CROSS-SECTIONS: SIDEWALK	US-31

CROSS-SECTIONS: SIDEWALK

REFERENCE PROJECT NO DE-HPP-1APBH-A1241	FISCAL YEAR 2019	SHEET NO 32
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NOTE:
CROSS SECTIONS ARE CUT FROM THE US-31 BASELINE
THE ANNOTATED CROSS-SLOPE OF THE PROPOSED SIDEWALK
IS BASED ON THE US-31 BASELINE CROSS-SLOPE OF
THE SIDEWALK IS TO BE 1.5% FROM THE BASELINE OF
THE SIDEWALK.



Sta. 17+00 To Sta. 17+00

corlett
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10/23/24 AM
7/8/2019

RESPONSIBLE PE: LESLIE B. CORLETT PE	SUPERVISOR: BLAIR C PERRY PE	DESIGNER: LESLIE B. CORLETT PE	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ 10 0 10 VERT SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	PS&E			CROSS-SECTIONS: SIDEWALK	US-31

ORDINANCE NUMBER 2872

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
ON THE PROPERTY LOCATED AT 4851 & 4871 SICARD
HOLLOW ROAD (SHAC) FOR INSTALLATION OF A 125'
STEALTH CELLULAR TOWER REPLACING A LIGHT POLE AT
THE SOCCER FIELD**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, New Cingular Wireless PCS, LLC, lease holder interest for the City of Vestavia Hills, owner of the property located at 4851 & 4871 Sicard Hollow Road zoned Vestavia Hills Inst (institutional district); and

WHEREAS, New Cingular Wireless PCS, LLC presented an application for Conditional Use approval for the purpose of erecting a 125' stealth cellular tower to replace a light pole at the soccerfields of the Sicard Hollow Athletic Complex ("SHAC"); and

WHEREAS, a copy of the application for Conditional Use approval by New Cingular Wireless PCS, LLC detailing the location of the structure is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2872 as though written fully therein.

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

1. Conditional Use Approval is hereby granted for New Cingular Wireless PCS, LLC for the purpose of erecting a 125' stealth cellular tower to replace a light pole at the soccerfields of the Sicard Hollow Athletic Complex ("SHAC"); and
2. Said conditional use approval shall be conditioned upon the required ingress/egress easement requested in said application shall be recorded in the Jefferson County Judge of Probate and a recorded copy of said agreement shall be presented to the City Clerk; and
3. Should the new structure be destroyed or cease to exist on the property for a period of twelve (12) consecutive months, said use shall be considered null and void and said structure shall be immediately removed; and

4. This Ordinance Number 2872 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and **DONE, ORDERED, ADOPTED and APPROVED** this the 14th day of October, 2019.

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 # 2872 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 14th day of October, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

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

Date: **AUGUST 08, 2019**

- **CASE:** P-0714-30
- **REQUESTED ACTION:** Conditional Use approval for a new wireless telecommunication facility
- **ADDRESS/LOCATION:** SHAC
- **APPLICANT/OWNER:** New Cingular Wireless PCS, LLC; Baker Donelson
- **REPRESENTING AGENT:** Andy, Rotenstreich, Mary Palmer
- **GENERAL DISCUSSION:** The applicants have entered a tentative agreement with the City to construct a new cell tower at SHAC. The pad and pole would be located on the western side of the complex and would extend 130' in the air. If approved by Council an easement would be recorded to provide access for maintenance. The request seems to meet the requirements for telecommunication facilities in Section 7.9 of the Zoning Code, which the applicants will address in the meeting. The property is currently zoned Vestavia Hills Inst-1.
- **LIBERTY PARK PUD:** The request is consistent with the PUD Plan.
- **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: Conditional Use not final until easement has been recorded.
 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 Conditional Use approval for a new wireless telecommunication facility with the condition that the easement must be recorded before conditional use is valid. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Romeo – yes
Mr. Weaver – yes
Mr. Larson – yes
Motion carried.

Mr. Vercher – yes
Mr. Gilchrist – yes
Ms. Cobb – yes
Mrs. Barnes – yes

2019 JUN 26 P 3:09

CITY OF VESTAVIA HILLS
APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: New Cingular Wireless PCS, LLC (leasehold interest)

ADDRESS: 575 Morosgo Drive NE

Atlanta, GA 30324

MAILING ADDRESS (if different from above) c/o Baker Donelson

420 N 20th Street, Ste 1400, Birmingham, AL 35203

PHONE NUMBER: Home 205-250-8304 Office 205-250-8353

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

Baker Donelson Law Firm - Andy Rotenstreich

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 7.9 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Institutional

Requested Conditional use For the intended purpose of: construction of a wireless telecommunications facility

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

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

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

4851 ~~4870~~ Sicard Hollow Road - ~~Liberty Park Soccer Fields~~ SHAC
44871 27-08-3-000-003.000

Property size: _____ feet X _____ feet. Acres: 1,000 sq ft lease area

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.



Application fees submitted.

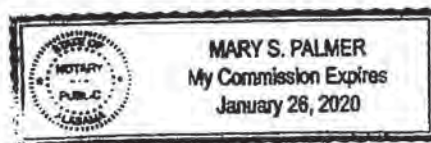
VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

see attached lease
Owner Signature/Date

[Signature]
Representing Agent (if any)/date

Given under my hand and seal
this 21ST day of June, 2019.

Mary S. Palmer
Notary Public
My commission expires _____
day of _____, 20____.



III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 7.9 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Institutional

Requested Conditional use For the intended purpose of: construction of a wireless telecommunications facility

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

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

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

4871 ~~4870~~ Sicard Hollow Road - Liberty Park Soccer Fields SHAC

27-08-3-000-003.000

Property size: _____ feet X _____ feet. Acres: 1,000 sq ft lease area

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

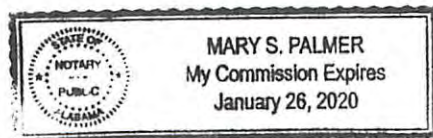
VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

see attached lease
Owner Signature/Date

M. Amber Potvin
Representing Agent (if any)/date

Given under my hand and seal
this 21ST day of June, 2019.

Mary S. Palmer
Notary Public
My commission expires _____
day of _____, 20____.



§7.9. Telecommunications Facilities

7.9.1. Purpose. The purpose of these standards is to establish minimum considerations and criteria for the review of telecommunications facilities. It is the City of Vestavia Hill's express intent that the construction of new towers be an option of last resort; to the greatest extent feasible, location of antennae on existing towers and other suitable structures should first be sought. These standards are designed to ensure the compatibility of towers with and avoid adverse impacts to nearby properties and discourage the proliferation of towers throughout the City.

7.9.2. Applicability. All telecommunication facilities are subject to these standards and to statutory review by the Commission and Council in accordance with Section 11-52-11 of the Code of Alabama, 1975, as amended. Anything contained in this Ordinance to the contrary notwithstanding, telecommunications facilities are conditional uses, which require approval by the Council.

7.9.3. Objectives. The proposed locations and design of all telecommunication facilities shall duly consider the following public health, safety and general welfare objectives:

1. Structural Safety. The proposed facility will comply with wind loading and other structural standards contained in applicable building and technical codes so as not to endanger the health and safety of residents, employees or travelers in the event of structural failure of the tower due to extreme weather conditions or other acts of God.
2. View Protection. The proposed facility will be designed to minimize adverse visual impacts to surrounding properties

and the public right-of-way, given the topography of the proposed site and surrounding area.

3. Land Use Compatibility. The proposed facility will be compatible with the surrounding land uses, given the character of the use and development of the location.
 4. Design Harmony. The proposed facility will be designed in harmony with the natural setting and the surrounding development pattern as well as to the highest industry standards.
 5. Existing Communication Services. The proposed facility will comply with FCC and other applicable standards so as not to interfere with existing communication services in the area.
 6. Health Effects. The proposed tower will comply with all applicable federal, state, county and City health standards so as not to cause detrimental health effects to persons in the surrounding area.
- 7.9.4. Development Criteria. The Building Official and City Engineer shall review all applications for telecommunications facilities for compliance with the applicable standards and criteria listed below. These criteria are considered the minimum necessary to protect the public health, safety and general welfare. The Commission may also impose higher standards if it deems them to be necessary to further the objectives of this Section.
1. Co-Location. No new tower shall be established if space is structurally, technically and economically available on an existing tower, which would serve the area that, the new tower would serve. Documentation that reasonable efforts have been made by the applicant to achieve co-location shall be submitted in accordance with §7.9.4.2 below. Towers

shall be designed to maximize shared use to the greatest extent possible, given the structural and technical limitations of the type of tower proposed. In any event, collocation shall be encouraged. If feasible, each tower shall, at a minimum, be designed for double its intended use for all transmitting and receiving antennae other than microwave dish antennae.

2. Removal of Obsolete Towers. Any tower that is no longer in use for its original communications purpose shall be removed at the owners' expense. The owner shall provide the Building Official with a copy of the notice of the FCC of intent to cease operations, which shall be given ninety (90) days from the date of ceasing operations to remove the obsolete tower and accessory structures. In the case of multiple operators sharing use of single tower, this provision shall not become effective until all users cease operations.
3. Setbacks.
 - a. Where permitted, the distance between the base of the tower, including guys, accessory facilities and property lines abutting residential districts, public parks and roads must equal twenty (20) percent of the tower height. Property lines adjacent to other uses (e.g. agricultural, industrial) shall require a setback equal to the rear yard setback established for the underlying zone.
 - b. Notwithstanding Item a above, when located within or adjacent to a residential district or dwelling, the minimum standard setback from all adjoining residential property boundaries shall be fifty (50) feet.
 - c. Site plan review by the Commission may result in reduction of the standard setbacks in exceptional cases where a hardship would result due to unusual

conditions on the site or other impracticalities. However, the Commission shall not reduce the setbacks to the detriment of affected residential properties.

4. Appearance.
 - a. Towers shall be of a monopole type and shall maintain an exterior finish so as to reduce the visibility of the structure, unless other standards are required by the FAA.
 - b. The design of the tower shall be of a type that has the least visual impact on the surrounding area as determined by the Commission.
 - c. The design of the tower compound shall, to the greatest extent possible, maximize use of building materials, colors, textures, screening and landscaping that effectively blend the tower facilities within the surrounding natural setting and built environment.
5. Lighting. Towers shall not be artificially lighted unless required by FAA or other authority for safety purposes. Where required, the Commission shall review the available lighting alternatives to assure that lighting proposed would cause the least disturbance to the surrounding views. "Dual lighting" (red at night/strobe during the day) shall be preferred unless restricted by the FAA. Security lighting may be permitted in accordance with Item e: Security Devices, below.
6. Landscaping.
 - a. A landscaped buffer shall effectively screen the view of the tower compound from adjacent public ways and residential properties.
 - b. The standard buffer shall consist of a minimum eight (8) feet wide landscaped strip outside the dark vinyl coated steel security fencing of the

- perimeter of the compound. The buffer strip shall be planted with an attractive combination of trees, shrubs, vines and/or ground covers that can achieve the full height of the fence at maturity and enhances the outward appearance of the security fence. For sites within 1,000 feet of a residence, site review by the Commission may impose increased buffer standards to include a decay-resistant, solid wood fence, earth berms and brick or masonry walls in addition to the security fencing. All fencing and landscaping shall be maintained by the lessor/owner.
- c. In isolated non-residential areas, alternative landscaping methods may be accepted, such as the use of earth toned colored, vinyl-coated steel security fencing in combination with four feet of evergreen trees, shrubs, vines and/or other plantings.
 - d. In certain locations where the visual impact of the tower would be minimal, such as remote, agricultural or rural locations, or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the Commission.
 - e. Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent possible. In some cases, such as towers located on large, wooded lots, preservation of substantial natural growth around the property perimeter may be a sufficient buffer.
 - f. Cellular facilities utilizing underground vaults in lieu of above ground switching gear buildings shall be exempted from any buffer requirements.
7. Security Devices. The facility shall be fully secured. A minimum eight (8) feet high, dark vinyl coated steel fence shall be installed around the entire perimeter of the compound (measured to the top of the fence or barbed wired, if applicable). Security fencing shall require screening in accordance with landscaping requirements, as defined above. Other security measures shall include locks and alarms. Approved barbed or razor wire and lighting of the compound shall be permitted, if deemed necessary to fully secure the tower compound.
8. Access. Driveways and onsite parking shall be provided to assure the operator's access to the facility for maintenance or emergency services.
- 7.9.5. Application. Any application submitted for approval shall submit the following items, in addition to any other required items, to show compliance with these review standards.
- 1. Statement of Impact on Health, Safety and Welfare. A brief written statement shall address conformance with the health, safety and welfare objectives of this guideline.
 - 2. Site Plan. A scaled site plan shall show the location and dimensions of all improvements, including setbacks, drives, parking, fencing, landscaping, and other information necessary to determine compliance with the development criteria of these guidelines.
 - 3. Rendering. A rendering of the tower, accessory facilities and compound shall depict colors, materials and treatment. If lighting or other FAA requirements for tower color is proposed, evidence of such requirement shall be submitted.
 - 4. Justification for a New Tower. The applicant shall document a proposal for a new tower that the planned equipment for a proposed tower cannot be accommodated on an existing tower

within the proposed service area. The applicant shall submit a written affidavit showing what attempts have been made to share an existing tower or that no such tower exists.

5. Certification of Shared Use Design. A qualified, registered engineer shall certify that the proposed tower's structural design can accommodate a minimum of two (2) shared users, in accordance with §7.9.4 Development Criteria.
 6. As Built Survey. A qualified, registered engineer shall certify that the proposed tower is to be constructed and installed in accordance with the submitted site plan including the installation of any required buffer yard.
 7. Total anticipated capacity of the structure, including the number and types of antennae that can be accommodated.
 8. Mitigation measures for ice and other hazardous falling debris, including setbacks and de-icing equipment.
- 7.9.6. Exceptions. Towers camouflaged to resemble woody trees or indigenous vegetation to blend in with the native landscape, and other types of concealment, shall be reviewed by the Design Review Board. Concealment techniques are design methods used to blend a wireless telecommunications facility, including any antennas thereon, unobtrusively into the existing surroundings so as to not have the appearance of a wireless telecommunications facility. Such structures shall be considered wireless telecommunications facilities and not spires, belfries, cupolas, or other appurtenances usually required to be placed above the roof level for purposes of applying height limitations. Due to their height, such structures must be designed with sensitivity to elements

such as building bulk, massing and architectural treatment of both the wireless telecommunications facility and surrounding development. Concealed towers on developed property must be disguised to appear as either a part of the structure housing, a principal uses, or an accessory structure that is normally associated with the principal use occupying the property. Concealed towers developed on unimproved property must be disguised to blend in with existing vegetation.



July 9, 2019

Conrad Garrison
City Planner
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Reference: AT&T Mobility, LLC
Site: **Liberty Park South (USID 194907)**
Site Location: Vestavia Hills Candidate near 4870 Sicard Hollow Rd, Vestavia Hills, AL 35242

To Whom It May Concern:

AT&T Mobility, LLC herein referred to as "AT&T" is currently enhancing our network architecture to meet the growing demands of wireless voice and data customers in many areas of Alabama and Northwest Florida. This is necessary to provide such features as mobile internet, enhanced voice telephony, audio and video streaming, connectivity to cloud-based storage services, IoT (Internet of Things) devices, and mobile apps at the quality of service expected by our subscribers. To most efficiently utilize all available wireless spectrum to serve event locations, we must increase the complexity of our wireless radio systems and improve traffic distribution in areas of high utilization.

AT&T is currently requesting to construct a 130' foot wireless transmission tower at the location referenced above. This new transceiver location is needed to improve indoor coverage to the many commercial locations and residential homes around the Sicard Hollow Athletic Complex. The location of this site is critical to successfully cover the numerous new developments in this fast-growing area of Vestavia Hills Alabama and also provide the necessary capacity/data throughput to this busy area of our network. The requested antenna rad center of 120' (130' overall height) will allow for a significant amount of needed coverage expansion in the target area and also allow for future capacity expansion for the expected capacity growth. Some specific locations where the new Liberty Park South tower will enhance coverage include: the Sicard Hollow Athletic Complex, the Liberty Park Soccer Complex, Liberty Park Elementary, the Lunker Lake area, as well as many homes, business, and new developments around the Liberty Parkway and Sicard Hollow Road intersection.

In high-traffic locations such as Vestavia Hills Alabama new sites are being required to meet growing customer demands for bandwidth-sensitive applications because the distance covered by wireless transmissions directly affects the digital bandwidth delivered to the receiver. By building sites closer to our customers, we are able to supply those customers with the higher data-speeds and greater service value they demand.



The indoor coverage improvement expected from this site is illustrated in the included maps showing service levels before and after the site is commissioned. In this suburban environment, increased signal strength and denser site spacing is needed to increase in-building service and provide the needed capacity. When the proposed site is commissioned, the area will improve substantially providing strong, reliable signal levels, improved capacity, and yield higher data speeds to many of the areas around the site as noted above.

In this market existing structures are evaluated if adequately suited to the network in meeting the increasing demands of our customers and the value of the structure is sufficient for the considerable long-term investment being made. There are only two known existing structures within a 1 mile radius of the proposed AT&T location. The first is a 130' Crown Castle flagpole located 0.12 miles to the southwest at the Sicard Hollow Athletic Complex. This existing flagpole does not have adequate space for AT&T to install their antennas and previous proposed extensions of this tower resulted in a badly failing structural analysis. Lack of space on this tower caused it to not be an adequate option for AT&T. The next nearest known macro communication structure is a 130' Verizon tower located 0.69 miles away to the northeast. This tower is outside the search ring for the Liberty Park South site location and would not provide an adequate antenna rad center needed to provide in-building coverage to the locations around the Sicard Hollow Athletic Complex and the homes near the Liberty Parkway and Sicard Hollow Road intersection. All other known existing communication structures in this area, other than the two mentioned above, are roughly 2.3 miles or more from the proposed location and are already existing AT&T cell sites. The lack of a suitable collocation candidate within the search area of the Liberty Park South site drives the need for construction of a new structure.

The maps provided are derived from a tool called Atoll™ produced by Forsk®. These predictions use digital topography based on data from the USGS and 'clutter models' derived from satellite imagery detailing the topology of an area. These clutter models are categorically tested for typical incurred losses. These loss estimates are then further tuned with regional propagation studies to better calculate the signal level expectations of a given area and provide an accurate prediction of expected coverage

Should you require any additional information, or if you should have any questions, please feel free to contact me at cv011n@att.com or 205-517-4154.

Sincerely,

A handwritten signature in blue ink that reads "Christopher M. Vaughn". The signature is fluid and cursive.

Christopher M. Vaughn
Senior RAN Engineer
AT&T Mobility, LLC

Enclosure: Existing and Proposed Propagation Maps, Existing Towers Within 1 mile map, AT&T Jefferson/Shelby Spectrum & Technology letter.

Market: RALM
 Cell Site Number: USID 194907
 Cell Site Name: Liberty Park South
 Search Ring Name: _____
 Fixed Asset Number: 12778284

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Vestavia Hills, Alabama, an Alabama municipal corporation, having a mailing address of 1032 Montgomery Hwy, Vestavia, AL 35216-1804 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located on Sicard Hollow Road, in the Southeast Quarter of the Southwest Quarter of Section 8, Township 18 South, Range 1 West, in the County of Jefferson, State of Alabama (collectively, the “**Property**”). Pursuant to this Agreement, Tenant will remove an existing light pole at the Property and replace it with a new functioning multi-carrier light pole which will support Tenant’s communications equipment as well as certain equipment of other telecommunications providers. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately one thousand (1,000) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility, in accordance with the terms of this Agreement.

2. **PERMITTED USE.** Following the Effective Date, with prior approval of the initial installation plans by Landlord, Tenant hereby is granted use of the Premises in order to remove and replace the foundation together with the existing light pole on the Premises and replace the light pole with a new functioning multi-carrier light pole (the “**Pole**”) 150’ in height which shall support the lights on the existing light pole as of the Effective Date as well as Tenant’s antennas and related equipment along with additional communications equipment. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, including the Pole, associated antennas, equipment shelters or cabinets, fencing, and any other items necessary to the successful and secure use of the Premises, (collectively, the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property or any of Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant will be responsible for safely removing the lights on the existing light pole and installing them properly on the Pole. Tenant will also be responsible for making any adjustment to the lights on the Pole that may be necessary to

ensure the lights are properly positioned for Landlord's use. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility, except the Pole, within the Premises at any time during the Term, at Tenant's sole cost, but with no additional rent payable. With prior approval from Landlord, Tenant shall have the right to relocate the Pole within the Premises at any time during the Term, at Tenant's sole cost, but with no additional rent payable. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

4. RENT.

(a) Commencing one hundred twenty (120) days from the date Tenant receives the building permit and all other Governmental Approvals (defined below) required for its initial construction and installation of the Communication Facility (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Four Hundred and No/100 Dollars (\$1,400.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use, and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 99 and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Tenant; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or

standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises and easements not used exclusively by Tenant, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements, as necessary to avoid any adverse impact on Tenant's ability to use the Premises for the Permitted Use under this Agreement.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

(c) Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If there is an interruption in electrical power for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption.

Tenant will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Tenant, of such services to be furnished or supplied by Tenant for Landlord's lights located on the Pole.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, as more fully described on **Exhibit 1** as the "30' Ingress/Egress & Utility Easement," for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no additional cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: USID 194907; Cell Site Name: Liberty Park South (AL)
 Fixed Asset #: 12778284
 575 Morosgo Drive NE
 Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: USID 194907; Cell Site Name: Liberty Park South (AL)
Fixed Asset #: 12778284
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: The City of Vestavia Hills, Alabama
1032 Montgomery HWY
Vestavia, AL 35216-1804

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, at a location approved by Landlord, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, at a location approved by Landlord, at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. Tenant acknowledges and agrees that Landlord shall have the right to disapprove of a proposed location for any such temporary facilities on the Property if Landlord, in its sole discretion, determines that the placement of such temporary facilities at such proposed temporary location would interfere with the use and operation of the Property by Landlord, or any other tenant or occupant thereof. If Landlord determines not to restore the Property, and such restoration be necessary for Tenant's use of the Premises and/or Communication Facility, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or

personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Tenant and Landlord acknowledge and agree that Landlord, as a municipal corporation, is exempt from property taxes on Landlord's property, and that Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate, or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord. Notwithstanding the foregoing, Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method, and all taxes and fees imposed in connection with a sale of the Property or assignment of the Rent payments by Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than forty-five (45) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than sixty (60) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written notice of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide Tenant's address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's address changes by notice to Landlord, Landlord shall be required to provide Tenant's new address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's

full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, in Tenant's commercially reasonable discretion, Landlord shall be prohibited from selling, leasing or using any areas of the Property within an one thousand (1,000) foot radius of the Premises for purposes of any future installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. LEGAL AND PROFESSIONAL FEES. Tenant agrees to reimburse Landlord for costs incurred by Landlord for professional services in connection with the negotiation of this Agreement in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "**Legal Fees**"). The Legal Fees will be forwarded by Tenant to Landlord within forty-five (45) days after the execution of this Agreement.

24. COLLOCATOR FEE. In the event Tenant sublets or licenses space on the Communication Facility to a non-AT&T Affiliate, third-party collocator ("**Collocator**"), Tenant shall remit Five Hundred and No/100 Dollars (\$500.00) per month to Landlord (the "**Collocator Fee**"), partial periods to be prorated. The Collocator Fee shall be due and payable within thirty (30) days after Tenant's receipt of Collocator's rental, license or similar payments. Landlord acknowledges and agrees that the Collocator Fee may or may not be passed through as a cost to Collocator. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Collocator Fee for each Collocator. Tenant shall have no obligation for payment of the Collocator Fee to Landlord if no rental, license or similar payment is actually received by Tenant from Collocator. Non-payment of such rental, license or similar payment by Collocator shall not be an event of default under this Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Collocator. Landlord will have the right to request from Tenant an annual accounting of the number of Collocator(s) using the Premises each year, and the Collocator Fee paid for the site (if any), to be provided to the Landlord on an electronic basis, provided that Landlord executes a confidentiality agreement for any records and/or documents deemed confidential by Tenant, such as any Collocator sublease, included in the

annual report. Landlord shall maintain the confidentiality of any and all records provided to it by Tenant which are not required to be made public pursuant to Applicable Laws.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 26(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a

person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(n) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(o) **Further Acts.** Upon request, either party will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as the other party may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

The City of Vestavia Hills, Alabama
an Alabama municipal corporation

By: Ashley C. Curry
Print Name: Ashley C. Curry
Its: Mayor and City Council President
Date: 4-15-19

By: Jeffrey D. Downes
Print Name: Jeffrey D. Downes
Its: City Manager
Date: 4-9-19

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: William E. Hilyer
Print Name: William E. Hilyer
Its: Area Manager
Date: 04/25/2019

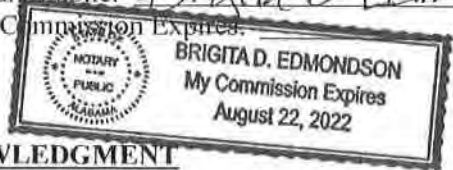
[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 25th day of April, 2019, before me personally appeared William E. Hoyer and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: Brigita D. Edmondson
My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 15th day of April, 2019, before me, personally appeared Ashley C. Curren, who acknowledged under oath, that he is the Mayor and City Council President for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

[Signature]
Notary Public: _____
My Commission Expires: 7/15/2019

STATE OF Alabama
COUNTY OF Jefferson

On the 9th day of April, 2019, before me, personally appeared Jeffrey D. Downes, who acknowledged under oath, that he is the City Manager for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

[Signature]
Notary Public: _____
My Commission Expires: 7/15/2019

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 6

to the Land Lease Agreement dated April 25th, 2019, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (BOOK LR200616, PAGE 16634)**TRACT 2 DESCRIPTION:**

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 8 in and the North 1/2 of the Northwest 1/4 of Section 17, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 17, Township 18 South, Range 1 West and run South 00 degrees 39 minutes 29 seconds East for 849.95 feet to a point on the Southerly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the right, of which the radius point lies South 38 degrees 38 minutes 59 seconds East, a radial distance of 532.96 feet; thence run Northeasterly along said right-of-way and said arc, through a central angle of 05 degrees 44 minutes 23 seconds, a distance of 53.39 feet; thence run North 57 degrees 05 minutes 24 seconds East along said right-of-way for 59.64 feet to the point of beginning of a curve to the left, having a radius of 269.18 feet and a central angle of 36 degrees 22 minutes 59 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 170.93 feet; thence run North 20 degrees 42 minutes 25 seconds East along said right-of-way for 58.43 feet to the point of beginning of a curve to the right, having a radius of 676.20 feet and a central angle of 07 degrees 36 minutes 28 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 89.79 feet to the point of beginning of the tract of land herein described; thence run South 40 degrees 59 minutes 25 seconds East for 369.80 feet; thence run South 15 degrees 58 minutes 36 seconds East for 286.82 feet; thence run South 60 degrees 26 minutes 23 seconds East for 109.14 feet; thence run North 46 degrees 40 minutes 00 seconds East for 988.15 feet; thence run North 61 degrees 21 minutes 53 seconds East for 583.42 feet; thence run North 45 degrees 57 minutes 26 seconds East for 1,027.52 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence run North 00 degrees 50 minutes 58 seconds West along the East line of said 1/4-1/4 section for 830.48 feet to the Northeast Corner of said 1/4-1/4 section; thence run South 89 degrees 00 minutes 04 seconds West along the North line of said 1/4-1/4 section for 1,251.94 feet to a point on the Easterly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the left, of which the radius point lies South 52 degrees 21 minutes 23 seconds East, a radial distance of 278.31 feet; thence run Southerly along said right-of-way and said arc, through a central angle of 43 degrees 55 minutes 15 seconds, a distance of 213.34 feet, thence run South 06 degrees 16 minutes 37 seconds East along said right-of-way for 303.73 feet to the point of beginning of a curve to the right, having a radius of 517.47 feet and a central angle of 52 degrees 50 minutes 01 seconds; thence run Southerly along said right-of-way and said arc a distance of 477.17 feet; thence run South 46 degrees 33 minutes 24 seconds West along said right-of-way for 1,115.47

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 6

feet to the point of beginning of a curve to the left, having a radius of 676.20 feet and a central angle of 18 degrees 14 minutes 32 seconds; thence run Southwesterly along said right-of-way and said arc a distance of 215.29 feet to the point of beginning, containing 62.93 acres, more or less.

The Premises are described and/or depicted as follows:

50' X 20' LEASE AREA (AS-SURVEYED)

A leased parcel being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 20.00 feet to a 5/8" rebar set; thence S 34°09'46" E for a distance of 50.00 feet to the Point of Beginning. Said above described leased parcel contains 0.023 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 10.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 35°17'16" W for a distance of 42.10 feet to a point; thence N 78°34'53" W for a distance of 30.16 feet to a point; thence S 57°34'53" W for a distance of 130.76 feet to a point; thence with a curve turning to the right with a radius of 4.78 feet, an arc length of 6.10 feet, and having a chord bearing of S 73°51'03" E for a chord length of 5.70 feet to a point; thence N 32°17'15" W for a distance of 107.26

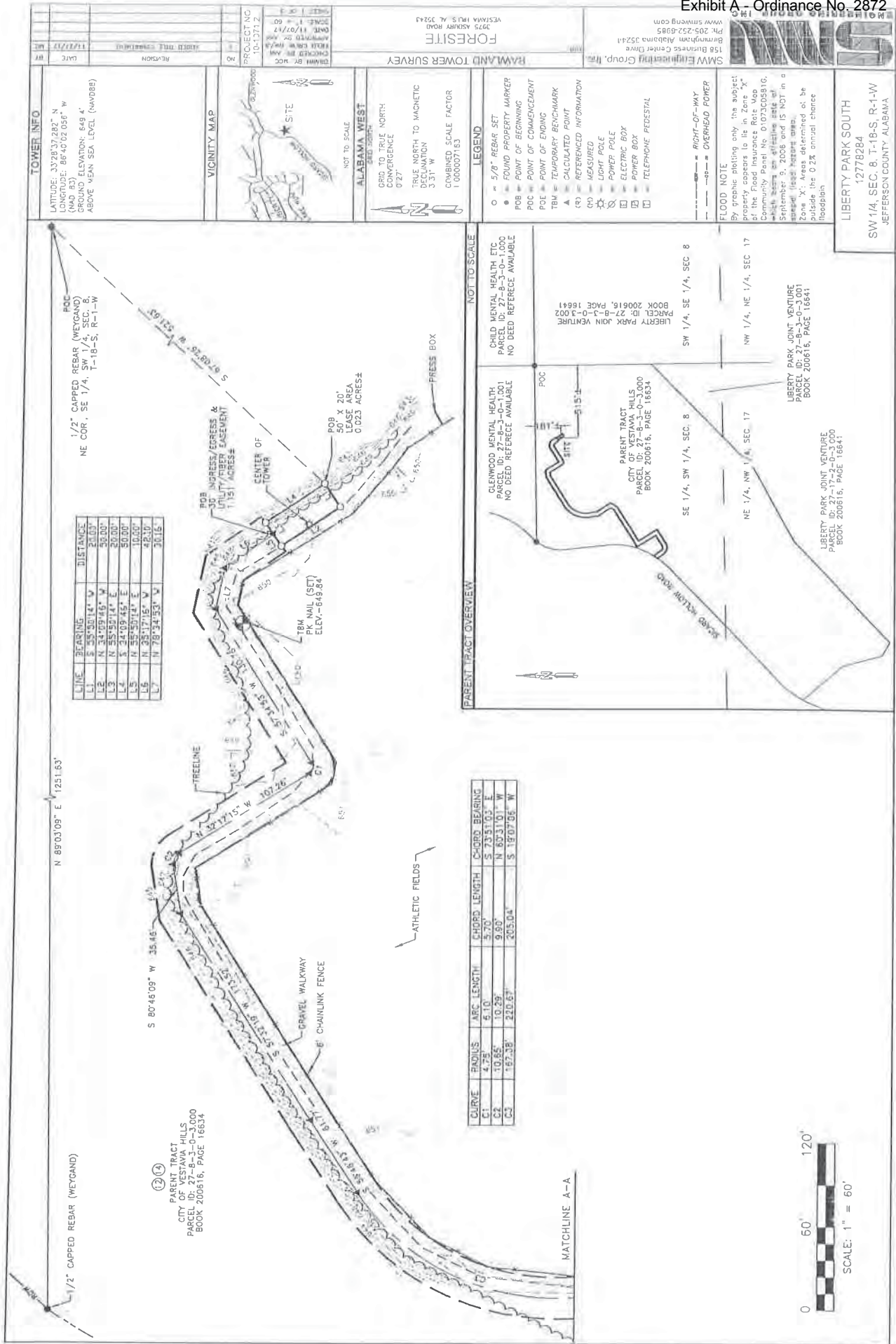
DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 6

feet to a point; thence with a curve turning to the left with a radius of 10.65 feet, an arc length of 10.29 feet, and having a chord bearing of N 60°31'01" W for a chord length of 9.90 feet to a point; thence S 80°46'09" W for a distance of 35.46 feet to a point; thence S 57°32'19" W for a distance of 173.52 feet to a point; thence S 56°46'43" W for a distance of 61.77 feet to a point; thence with a curve turning to the left with a radius of 167.38 feet, an arc length of 220.67 feet and having a chord bearing of S 19°07'06" W for a chord length of 205.04 feet to a point; thence S 03°38'34" E for a distance of 28.00 feet to a point; thence S 32°41'56" E for a distance of 112.81 feet to a point; thence S 27°12'38" W for a distance of 37.31 feet to a point; thence S 57°39'55" W for a distance of 303.44 feet to a point; thence S 32°17'31" E for a distance of 151.81 feet to a point; thence S 57°42'29" W for a distance of 101.22 feet to a point; thence with a curve turning to the right with a radius of 40.00 feet, an arc length of 59.09 feet and having a chord bearing of S 79°58'06" E for a chord length of 53.87 feet to a point; thence N 37°38'41" W for a distance of 61.29 feet, more or less, to the easterly right-of-way line of Sicard Hollow Road and the Point of Ending. Said above described easement contains (50174.4 sq. ft.) 1.151 acres, more or less.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



TOWER INFO
 LATITUDE: 33°28'37.282" N
 LONGITUDE: 86°40'02.056" W
 GROUND ELEVATION: 649.4'
 ABOVE MEAN SEA LEVEL (MWD088)

LINE	BEARING	DISTANCE
L1	S 89°00'14" W	23.00'
L2	N 34°28'46" W	35.00'
L3	N 55°57'11" W	50.00'
L4	S 34°09'44" E	50.00'
L5	N 55°57'11" E	50.00'
L6	N 35°17'16" W	42.00'
L7	N 78°34'53" W	30.15'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4.75'	6.10'	5.70'	S 73°51'03" E
C2	10.65'	10.39'	9.90'	N 60°31'01" W
C3	157.38'	220.63'	205.04'	S 19°07'06" W

PROJECT INFO
 PROJECT NO: 10-1371.2
 DATE: 11/07/17
 CHECKED BY: [Signature]
 DRAWN BY: [Signature]

ALABAMA WEST
 GRID TO TRUE NORTH CONVERSION: 0°27'
 TRUE NORTH TO MAGNETIC DECLINATION: 3.31' W
 COMBINED SCALE FACTOR: 1.000007163

VICINITY MAP
 NOT TO SCALE
 ALABAMA WEST
 LIBERTY PARK SOUTH

LEGEND
 ○ = 5/8" REBAR SET
 ● = FOUND PROPERTY MARKER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 POE = POINT OF ENDING
 TBM = TEMPORARY BENCHMARK
 ▲ = CALCULATED POINT
 (S) = REFERENCED INFORMATION
 (M) = MEASURED
 ☉ = LIGHT POLE
 ☎ = POWER POLE
 ☎ = ELECTRIC BOX
 ☎ = POWER BOX
 ☎ = TELEPHONE PEDestal

FLOOD NOTE
 By graphic plotting only the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map. The Flood Insurance Rate Map is available at the following address: www.fema.gov
 September 9, 2006 and IS NOT in a special flood hazard area.
 Zone "X": Areas determined to be outside the 0.2% annual chance floodplain.

LIBERTY PARK SOUTH
 12778284
 SW 1/4, SEC. 8, T-16-S, R-1-W
 JEFFERSON COUNTY ALABAMA

PARENT TRACT OVERVIEW
 NOT TO SCALE

GLENWOOD MENTAL HEALTH
 PARCEL ID: 27-8-3-0-1,000
 NO DEED REFERENCE AVAILABLE

CHILD MENTAL HEALTH ETC
 PARCEL ID: 27-8-3-0-1,000
 NO DEED REFERENCE AVAILABLE

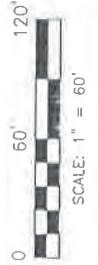
PARENT TRACT
 CITY OF YESTAVIA HILLS
 PARCEL ID: 27-8-3-0-1,000
 BOOK 200616, PAGE 16634

LIBERTY PARK JOINT VENTURE
 PARCEL ID: 27-8-3-0-3,002
 BOOK 200616, PAGE 16641

LIBERTY PARK JOINT VENTURE
 PARCEL ID: 27-8-3-0-3,001
 BOOK 200616, PAGE 16641

LIBERTY PARK JOINT VENTURE
 PARCEL ID: 27-8-3-0-3,000
 BOOK 200616, PAGE 16641

SW 1/4, SE 1/4, SEC 8
 NW 1/4, NE 1/4, SEC 17



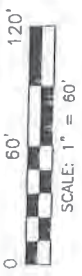
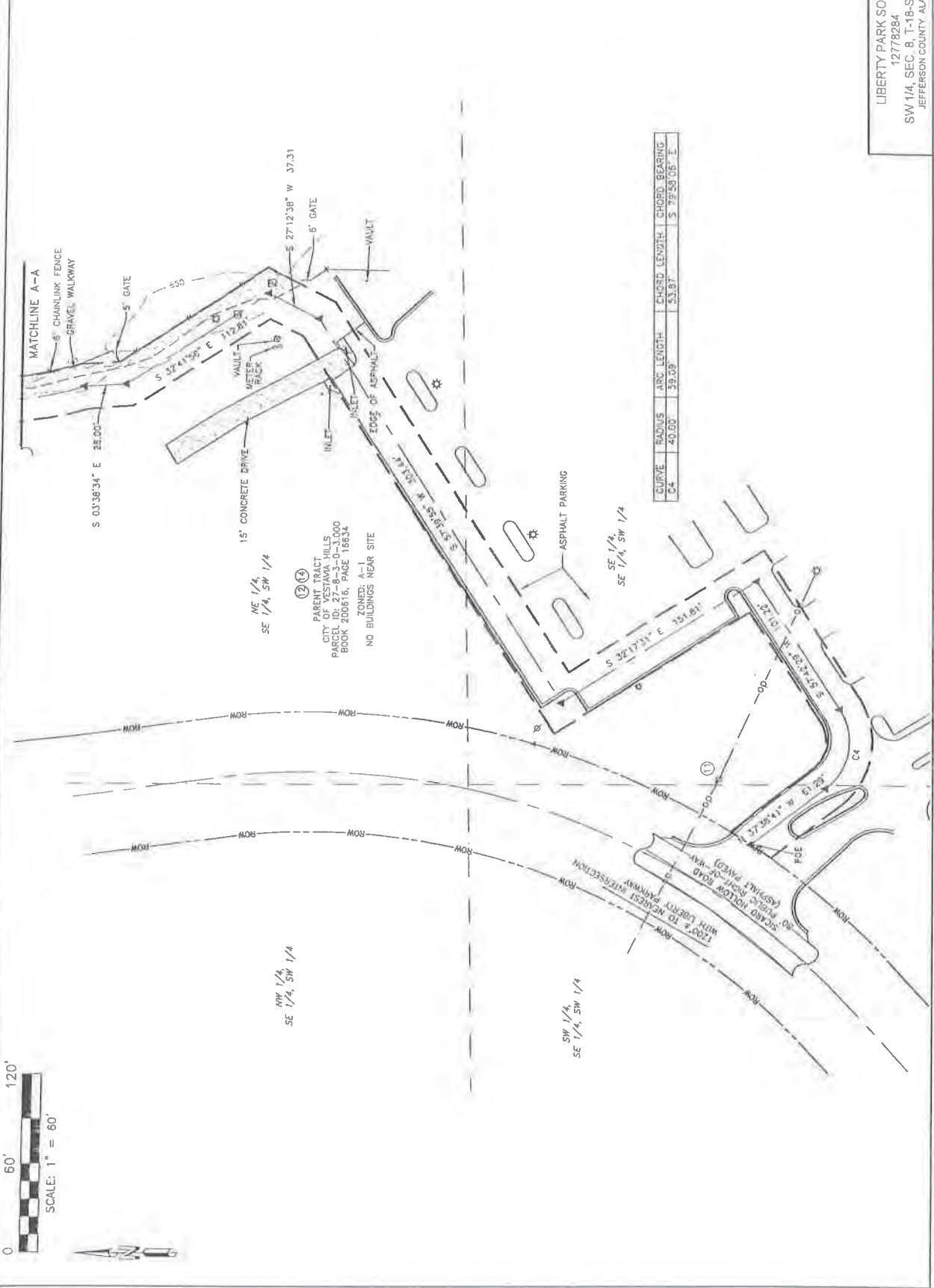
MATCHLINE A-A

PROJECT NO.	NO.	DATE	REVISION
NO.	NO.	NO.	NO.

RAWLAND TOWER SURVEY FORESITE
 3935 ASHUR ROAD
 VESTAL, MS, 39243

SMW ENGINEERING GROUP, INC.
 158 Business Center Drive
 Birmingham, Alabama 35244
 PH: 205-252-6985
 WWW.SMWENGINEERING.COM

LIBERTY PARK SOUTH
 12778284
 SW 1/4, SEC. 8, T-18-S, R-1-W
 JEFFERSON COUNTY, ALABAMA



NE 1/4, SW 1/4
 SE 1/4, SW 1/4
 NW 1/4, SW 1/4
 SW 1/4, SW 1/4

①
 PARENT TRACT
 CITY OF VESTAL HILLS
 PARCEL ID: 27-8-3-0-1000
 BOOK 200616, PAGE 16634
 ZONED: A-1
 NO BUILDINGS NEAR SITE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C4	40.00	59.09	53.97	S 79°50'06\"

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

NONE

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

Building Staff / Security Staff
City of Vestavia Hills, Alabama
1032 Montgomery Hwy.
Vestavia Hills, AL 35216-1804

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.



Landlord Signature

4-9-19
Date

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

SOURCE OF TITLE:

Book LR200616, Page 16634
Office of the Judge of Probate,
Jefferson County, Alabama

Prepared by and return to:

Rosenberg & Clark, LLC
400 Poydras Street, Suite 1680
New Orleans, LA 70130
Attn: Staci A. Rosenberg
(504) 620-5400

Re: Cell Site #: USID 194907
Cell Site Name: Liberty Park South
Fixed Asset #: 12778284
State: Alabama
County: Jefferson

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2019, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation, having a mailing address of 1032 Montgomery HWY, Vestavia, AL 35216-1804 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the 25th day of April, 2019, (the "**Effective Date**") for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The City of Vestavia Hills, Alabama
an Alabama municipal corporation

By: Ashley C. Curry
Print Name: Ashley C. Curry
Its: Mayor and City Council President
Date: 4-15-19

By: Jeffrey D. Downes
Print Name: Jeffrey D. Downes
Its: City Manager
Date: 4-9-19

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: William E. Hilyer
Print Name: William E. Hilyer
Its: Area Manager
Date: 04/25/2019

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

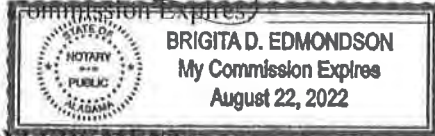
TENANT ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

On the 25th day of April, 2019, before me personally appeared William E. Hoyer and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: Brigita D. Edmondson
My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

On the 15th day of April, 2019, before me, personally appeared Ashley C. Curren, who acknowledged under oath, that he is the Mayor and City Council President for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: 7/15/2019

STATE OF Alabama

COUNTY OF Jefferson

On the 9th day of April, 2019, before me, personally appeared Jeffrey D. Downes, who acknowledged under oath, that he is the City Manager for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: 7/15/2019

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 6

to the Memorandum of Lease dated _____, 2019, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (BOOK LR200616, PAGE 16634)**TRACT 2 DESCRIPTION:**

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 8 in and the North 1/2 of the Northwest 1/4 of Section 17, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 17, Township 18 South, Range 1 West and run South 00 degrees 39 minutes 29 seconds East for 849.95 feet to a point on the Southerly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the right, of which the radius point lies South 38 degrees 38 minutes 59 seconds East, a radial distance of 532.96 feet; thence run Northeasterly along said right-of-way and said arc, through a central angle of 05 degrees 44 minutes 23 seconds, a distance of 53.39 feet; thence run North 57 degrees 05 minutes 24 seconds East along said right-of-way for 59.64 feet to the point of beginning of a curve to the left, having a radius of 269.18 feet and a central angle of 36 degrees 22 minutes 59 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 170.93 feet; thence run North 20 degrees 42 minutes 25 seconds East along said right-of-way for 58.43 feet to the point of beginning of a curve to the right, having a radius of 676.20 feet and a central angle of 07 degrees 36 minutes 28 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 89.79 feet to the point of beginning of the tract of land herein described; thence run South 40 degrees 59 minutes 25 seconds East for 369.80 feet; thence run South 15 degrees 58 minutes 36 seconds East for 286.82 feet; thence run South 60 degrees 26 minutes 23 seconds East for 109.14 feet; thence run North 46 degrees 40 minutes 00 seconds East for 988.15 feet; thence run North 61 degrees 21 minutes 53 seconds East for 583.42 feet; thence run North 45 degrees 57 minutes 26 seconds East for 1,027.52 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence run North 00 degrees 50 minutes 58 seconds West along the East line of said 1/4-1/4 section for 830.48 feet to the Northeast Corner of said 1/4-1/4 section; thence run South 89 degrees 00 minutes 04 seconds West along the North line of said 1/4-1/4 section for 1,251.94 feet to a point on the Easterly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the left, of which the radius point lies South 52 degrees 21 minutes 23 seconds East, a radial distance of 278.31 feet; thence run Southerly along said right-of-way and said arc, through a central angle of 43 degrees 55 minutes 15 seconds, a distance of 213.34 feet, thence run South 06 degrees 16 minutes 37 seconds East along said right-of-way for 303.73 feet to the point of beginning of a curve to the right, having a radius of 517.47 feet and a central angle of 52 degrees 50 minutes 01 seconds; thence run Southerly along said right-of-way and said arc a distance of 477.17 feet; thence run South 46 degrees 33 minutes 24 seconds West along said right-of-way for 1,115.47 feet to the point of beginning of a curve to the left, having a radius of 676.20 feet and a central angle of 18 degrees 14 minutes 32 seconds; thence run Southwesterly along said right-of-

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 6

way and said arc a distance of 215.29 feet to the point of beginning, containing 62.93 acres, more or less.

The Premises are described and/or depicted as follows:

50' X 20' LEASE AREA (AS-SURVEYED)

A leased parcel being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 20.00 feet to a 5/8" rebar set; thence S 34°09'46" E for a distance of 50.00 feet to the Point of Beginning. Said above described leased parcel contains 0.023 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

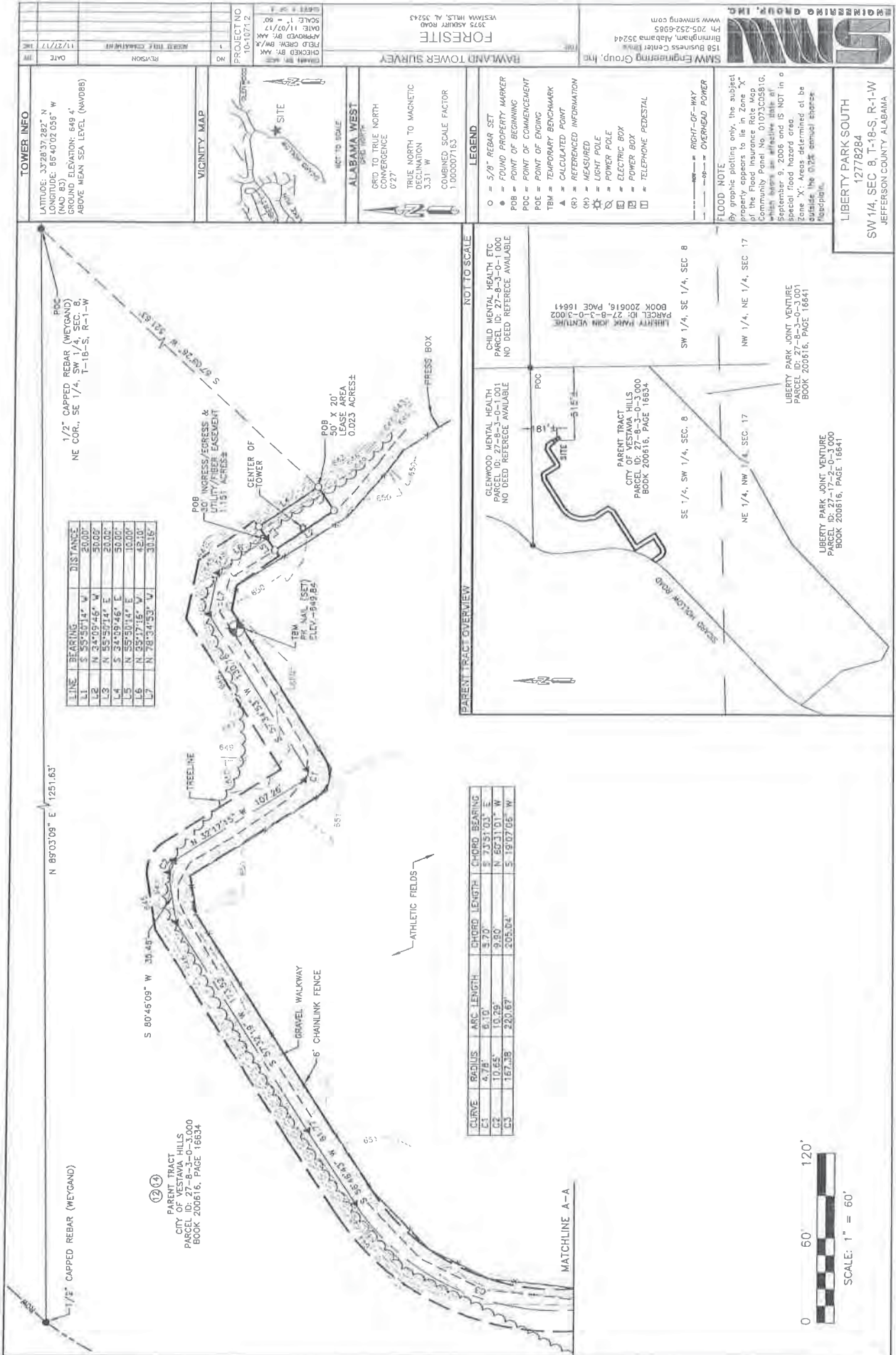
An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 10.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 35°17'16" W for a distance of 42.10 feet to a point; thence N 78°34'53" W for a distance of 30.16 feet to a point; thence S 57°34'53" W for a distance of 130.76 feet to a point; thence with a curve turning to the right with a radius of 4.78 feet, an arc length of 6.10 feet, and having a chord bearing of S 73°51'03" E for a chord length of 5.70 feet to a point; thence N 32°17'15" W for a distance of 107.26 feet to a point; thence with a curve turning to the left with a radius of 10.65 feet, an arc length of 10.29 feet, and having a chord bearing of N 60°31'01" W for a chord length of 9.90 feet to a point; thence S 80°46'09" W for a distance of 35.46 feet to a point; thence S

DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 6

57°32'19" W for a distance of 173.52 feet to a point; thence S 56°46'43" W for a distance of 61.77 feet to a point; thence with a curve turning to the left with a radius of 167.38 feet, an arc length of 220.67 feet and having a chord bearing of S 19°07'06" W for a chord length of 205.04 feet to a point; thence S 03°38'34" E for a distance of 28.00 feet to a point; thence S 32°41'56" E for a distance of 112.81 feet to a point; thence S 27°12'38" W for a distance of 37.31 feet to a point; thence S 57°39'55" W for a distance of 303.44 feet to a point; thence S 32°17'31" E for a distance of 151.81 feet to a point; thence S 57°42'29" W for a distance of 101.22 feet to a point; thence with a curve turning to the right with a radius of 40.00 feet, an arc length of 59.09 feet and having a chord bearing of S 79°58'06" E for a chord length of 53.87 feet to a point; thence N 37°38'41" W for a distance of 61.29 feet, more or less, to the easterly right-of-way line of Sicard Hollow Road and the Point of Ending. Said above described easement contains (50174.4 sq. ft.) 1.151 acres, more or less.



TOWER INFO
 LATITUDE: 33°28'37.282\" N
 LONGITUDE: 86°40'02.055\" W
 GROUND ELEVATION: 649.4'
 ABOVE MEAN SEA LEVEL (NAVD83)



ALABAMA WEST
 GRID TO TRUE NORTH CONVERSION
 TRUE NORTH TO MAGNETIC DECLINATION 3.31° W
 COMBINED SCALE FACTOR 1.000007163

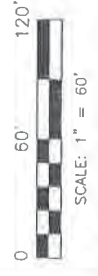
- LEGEND**
- = 5/8\" REBAR SET
 - = FOUND PROPERTY MARKER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - POE = POINT OF ENDING
 - TBM = TEMPORARY BENCHMARK
 - ▲ = CALCULATED POINT
 - (R) = REFERENCED INFORMATION
 - (M) = MEASURED
 - = LIGHT POLE
 - = POWER POLE
 - = ELECTRIC BOX
 - = POWER BOX
 - = TELEPHONE PEDESTAL
 - = RIGHT-OF-WAY
 - = OVERHEAD POWER

FLOOD NOTE
 Any graphic detailing only the subject property appears to lie in Zone \"X\" of the Flood Insurance Rate Map Community Panel No. 01073C05816, which depicts an effective date of September 9, 2006 and is NOT in a Special Flood Hazard area. Applicant shall file the 0.2% annual chance Neap/Syzygy.

LIBERTY PARK SOUTH
 12778284
 SW 1/4, SEC 8, T-18-S, R-1-W
 JEFFERSON COUNTY ALABAMA

LINE	BEARING	DISTANCE
L1	S 85°52'12\" W	250.00'
L2	N 24°02'44\" W	300.00'
L3	N 85°52'12\" E	300.00'
L4	S 34°09'46\" E	50.00'
L5	N 55°50'14\" E	10.00'
L6	N 55°17'15\" W	43.10'
L7	N 78°34'53\" W	30.15'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4.78'	6.19'	3.70'	S 73°51'03\" E
C2	10.65'	10.29'	9.60'	N 60°31'01\" W
C3	167.08'	220.67'	205.04'	S 19°07'05\" W



GMS ENGINEERING GROUP, INC.
 158 Business Center Blvd
 Birmingham, Alabama 35244
 Ph 205-252-6965
 www.gmseng.com

FORRESTE
 3795 ASHLEY ROAD
 VESTAVIA HILLS, AL 35243

SAVANA TOWER SURVEY, INC.
 CHECKED BY: AM
 DRAWN BY: AM
 PROJECT NO: 10-1071-2
 DATE: 11/07/17
 APPROVED BY: AM
 FIELD CREW: BVA
 SCALE: 1\"/>

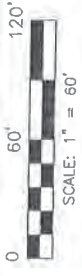
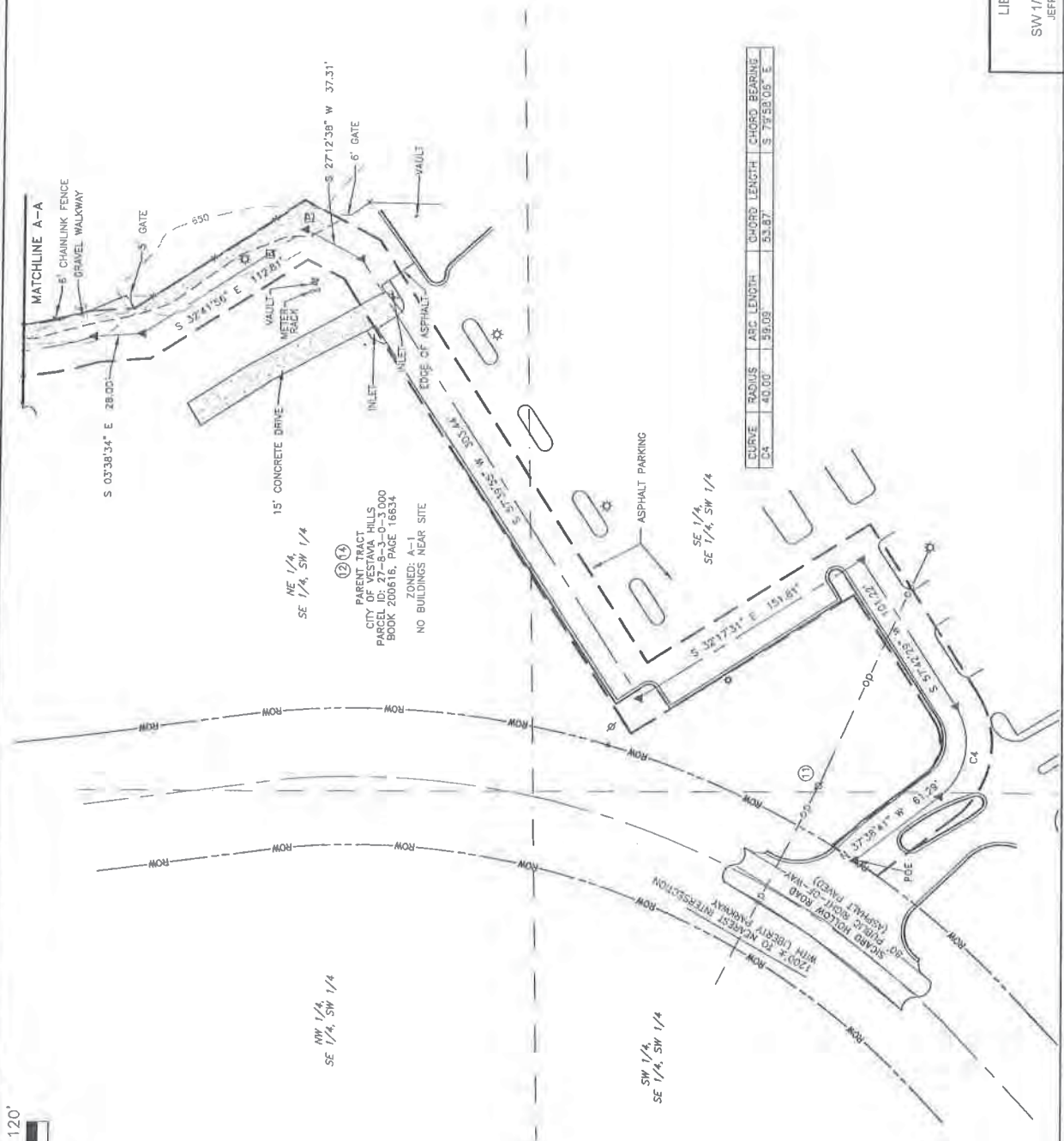
NO.	REVISION	DATE	BY
1	ASSED TITLE COMMITMENT	11/27/17	MR

PROJECT NO: 10-1071.2
 DRAWN BY: JMC
 CHECKED BY: JMC
 DATE: 11/27/17
 SCALE: 1" = 60'
 SHEET 3 OF 3

RAWLAND TOWER SURVEY
 FORESITE
 3975 ASBURY ROAD
 VESTALVA HILLS, AL 35243



LIBERTY PARK SOUTH
 12778284
 SW 1/4, SEC. 8, T-18-S, R-1-W
 JEFFERSON COUNTY, ALABAMA



NO BUILDINGS NEAR SITE
 ZONED: A-1
 CITY OF VESTALVA HILLS
 PARENT TRACT
 PARCEL ID: 27-8-3-0-3000
 BOOK 200616, PAGE 16634

DATE	10/27/17
CHECKED BY	ARND HILF-CAMERON
APPROVED BY	REYSON
PROJECT NO.	10-1071-2

RAWLAND TOWER SURVEY
 FOREST
 3975 ASHLEY ROAD
 VESTAL HILLS, AL 35244

SWM Engineering Group, Inc.
 150 Business Center
 Birmingham, Alabama 35244
 PH: 205-252-6935
 WWW.SWMGROUP.COM

LIBERTY PARK SOUTH
 12778284
 SW 114, SEC 8, T-18-S, R-1-W
 JEFFERSON COUNTY ALABAMA

PLOTTABLE EXCEPTIONS
 Chicago Title Insurance Company
 Commitment for Title Insurance Commitment No. 5650M-17
 Date October 6, 2017 @ 8:00 a.m.
 Schedule B, Section II

Exception No.	Instrument	Summary
1-9	Instr. LR200016, Pg 16644	Standard exceptions cannot be addressed by a Surveyor
10	Vol. 4086, Pg. 466	Does affect Easement, blanket in nature
11	Vol. 4688, Pg. 319	Does affect Parent tract, blanket in nature
	Instr. LR201008, Pg. 544	Does affect Parent tract, blanket in nature
	Instr. LR201101, Pg. 20252	Does affect Parent tract, blanket in nature
	Instr. LR201101, Pg. 20258	Does affect Parent tract, blanket in nature
	Instrument 201610883	Standard exception, Contains no surveying matters.
12	Instr. LR200516, Pg. 16654	Describes Parent tract as shown
13	Reel 281, Pg. 287	Right-of-way easement, does not affect
14	Instr. LR201102, Pg. 10693	Describes Parent tract as shown
	Instr. LR201453, Pg. 28613	Describes Parent tract as shown
15	Instr. UR201104, Pg. 21377	Document is illegible, effects cannot be determined

SURVEYOR'S NOTES

- This is an Raw Land Tower Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor on October 30, 2017.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectless and Viper + Legacy E RTK, CD 1HZ
- Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey.
- Benchmark used is a GPS Continuously Operating Reference Station, FID D18282 Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of an Raw Land Tower Survey only, and is not intended to delineate the boundaries of any tract of land, nor to establish any right or title in or to any land.
- Attention is directed to the fact that this survey should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Abstract Title search
- Surveyor hereby states the Geocentric Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A) Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- Any portion of the Parent Tract, Any parent tract property lines shown hereon are from supplied information and may not be field verified.

- Zoning Information: (As-Provided)
 Jurisdiction: Vestavia Hills
 District: MXD (Mixed Use)
 Setbacks: N/A
 Adjacent Zoning-North: PUD
 Adjacent Zoning-South: MXD
 Adjacent Zoning-East: MXD
 Adjacent Zoning-West: MXD

SURVEYOR'S CERTIFICATION

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

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

Andreas A. Kramer
 Alabama License No. 29193

PARENT TRACT (BOOK LR200616, PAGE 16634)
TRACT 2 DESCRIPTION:
 A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 8 in and the North 1/2 of the Northwest 1/4 of Section 17, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 17, Township 18 South, Range 1 West and run South 00 degrees 36 minutes 28 seconds East for 849.95 feet to a point on the Southerly right-of-way of Sicard Hollow Road and the point of beginning of a non adjacent curve to the right, of which the radius point like South 28 degrees 38 minutes 59 seconds East, a radial distance of 1332.96 feet, hence run North 37 degrees 05 minutes 24 seconds East along said right-of-way for 59.64 feet to the point of beginning of a curve turning to the right with a radius of 289.16 feet and a central angle of 38 degrees 32 minutes 45 seconds, hence run North 37 degrees 05 minutes 24 seconds East along said right-of-way for 59.64 feet to the point of beginning of a curve turning to the right with a radius of 170.95 feet and a central angle of 35 degrees 22 minutes 42 seconds, hence run North 37 degrees 05 minutes 24 seconds East along said right-of-way for 58.43 feet to the point of beginning of a curve turning to the right, having a radius of 878.20 feet and a central angle of 07 degrees 36 minutes 28 seconds; hence run Northwesterly along said right-of-way and said arc a distance of 48.79 feet to the point of beginning of the tract of land herein described; hence run South 40 degrees 59 minutes 35 seconds East for 369.80 feet; hence run South 13 degrees 56 minutes 36 seconds East for 226.42 feet; hence run South 10 degrees 26 minutes 26 seconds East for 103.14 feet; hence run North 48 degrees 40 minutes 00 seconds East for 256.42 feet; hence run North 15 degrees 14 minutes 51 seconds East for 583.42 feet; hence run North 45 degrees 57 minutes 38 seconds East for 1027.52 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 8; hence run North 00 degrees 30 minutes 59 seconds West along the East line of said 1/4-1/4 section for 530.46 feet to the Northwest corner of said 1/4-1/4 section; hence run South 89 degrees 04 minutes 04 seconds West along the North line of said 1/4-1/4 section for 533.28 feet to a point on the Easterly right-of-way of Sicard Hollow Road and the point of beginning of a non adjacent curve to the left, of which the radius point like South 23 degrees 21 minutes 23 seconds East, a radial distance of 2783.31 feet, hence run Southerly along said right-of-way and said arc a distance of 18.55 feet to the point of beginning of a curve to the right, having a radius of 213.34 feet, hence run South 00 degrees 18 minutes 37 seconds East along said right-of-way and said arc a distance of 11.74 feet to the point of beginning of a curve to the right, having a radius of 317.47 feet and a central angle of 52 degrees 50 minutes 01 seconds; hence run Southerly along said right-of-way and said arc a distance of 477.17 feet, hence run South 46 degrees 33 minutes 24 seconds West along said right-of-way for 1,115.47 feet to the point of beginning of a curve to the left, having a radius of 878.20 feet and a central angle of 18 degrees 14 minutes 32 seconds; hence run Southerly along said right-of-way and said arc a distance of 215.29 feet to the point of beginning, containing 625.3 acres, more or less.

50' X 20' LEASE AREA (AS-SURVEYED)

A leased parcel being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Waypoint) at the northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet, from said 1/2" capped rebar found (Waypoint) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; hence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; hence S 85°30'14" W for a distance of 20.00 feet to a 5/8" rebar set; hence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; hence N 55°50'14" E for a distance of 20.00 feet to a 5/8" rebar set; hence S 34°09'46" E for a distance of 50.00 feet to the Point of Beginning. Said above described leased parcel contains 0.023 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Waypoint) at the northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet, from a 1/2" capped rebar found (Waypoint) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; hence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; hence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; hence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; hence N 55°50'14" E for a distance of 10.00 feet to the Point of Beginning of an ingress/egress and utility easement, being 30 feet in width and lying 15 feet each side of the following described centerline; hence N 35°17'18" W for a distance of 42.10 feet to a point; hence N 78°34'53" W for a distance of 30.16 feet to a point; hence S 57°34'53" W for a distance of 130.75 feet to a point; hence with a curve turning to the right with a radius of 4.78 feet, on arc length of 6.10 feet, and having a chord bearing of S 73°51'03" E for a chord length of 5.70 feet to a point; hence N 32°17'15" W for a distance of 107.25 feet to a point; hence with a curve turning to the left with a radius of 10.65 feet, on arc length of 10.29 feet, and having a chord bearing of N 60°31'01" W for a chord length of 9.90 feet to a point; hence S 80°46'09" W for a distance of 35.46 feet to a point; hence S 57°32'19" W for a distance of 173.52 feet to a point; hence S 56°46'43" W for a distance of 61.77 feet to a point; hence with a curve turning to the left with a radius of 167.38 feet, on arc length of 220.67 feet, and having a chord bearing of S 19°07'06" E for a chord length of 205.04 feet to a point; hence S 03°38'34" E for a distance of 28.00 feet to a point; hence S 32°41'56" E for a distance of 112.81 feet to a point; hence S 27°12'38" W for a distance of 37.31 feet to a point; hence S 57°39'55" W for a distance of 303.44 feet to a point; hence S 32°17'31" E for a distance of 151.81 feet to a point; hence S 57°42'29" W for a distance of 101.22 feet to a point; hence with a curve turning to the right with a radius of 40.00 feet, on arc length of 59.09 feet and having a chord bearing of S 79°56'06" E for a chord length of 53.87 feet to a point; hence N 37°38'41" W for a distance of 61.29 feet, more or less, to the easterly right-of-way line of Sicard Hollow Road and the Point of Ending. Said above described easement contains (50174.4 sq. ft.) 1.151 acres, more or less.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Vestavia Hills, Alabama	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 1032 Montgomery Highway	Requester's name and address (optional)
	6 City, state, and ZIP code Vestavia Hills, AL 35216	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					
or					
Employer identification number					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">63</td> <td style="width: 25%;">-</td> <td style="width: 25%;">6002</td> <td style="width: 25%;">218</td> </tr> </table>		63	-	6002	218
63	-	6002	218		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 4-9-19
------------------	----------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

E911 NOT AVAILABLE. TO BE PROVIDED WITH BUILDING PERMIT APPROVAL.

SITE NAME:

LIBERTY PARK SOUTH

AT&T SITE NUMBER:

12778284

PROJECT DESCRIPTION:

PROPOSED 125' LIGHT POLE TOWER

RFDS ID

2460270

RFDS VERSION

V 2.00 (DATED 12/17/2018)

USID SITE NUMBER:

194907

CARRIER:



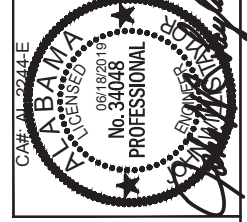
PREPARED BY:



158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6885 FAX: 205-320-1504



ALABAMA ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG



LOCATION MAP



VICINITY MAP



DRIVING DIRECTIONS

FROM THE AT&T OFFICES AT THE COLONNADE, TAKE COLONNADE PKY EAST UNDER US HWY 280 WHERE IT BECOMES BLUE LAKE DRIVE. PROCEED 0.9 MILE TO SWORD HOLLOW ROAD. TURN RIGHT (LEFT) AND PROCEED 4.3 MILE TO THE VESTAVIA HILLS SPORTS COMPLEX ON THE RIGHT. THE PROPOSED LIGHT POLE IS IN THE NORTH EAST CORNER OF THE SOCCER FIELD.

DEPARTMENT	NAME/SIGNATURE	DATE
LAND/TOWER OWNER		
SITE ACQU AGENT		
ZONING/PERMITTING AGENT		
ARE MANAGER		
CONSTRUCTION MANAGER		
RF MANAGER		

PROJECT INFORMATION

SITE ADDRESS: E911 NOT AVAILABLE
VESTAVIA HILLS, AL 35242
LATITUDE (NAD 83): N 33° 28' 37.282" (33.477032)
LONGITUDE (NAD 83): W 86° 40' 02.056" (-86.667238)
PARCEL ID: 27-8-3-0-3.00
PARCEL SIZE: 51,139SQ FT (1.17ACRES)
ZONING: N/A
JURISDICTION: JEFFERSON COUNTY
PROPERTY OWNER: CITY OF VESTAVIA HILLS
APPLICANT: FORESITE
3975 ASBURY ROAD
VESTAVIA HILLS, AL 35243
OFF: 205-977-1433
205-327-1433
ENGINEER: JOHN TAYLOR, PE
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
POWER: ALABAMA POWER
TELCO: AT&T

DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
-	SURVEY
C-1	GENERAL NOTES
C-2	OVERALL SITE PLAN
C-2.1 TO C-2.2	OVERALL SITE PLAN
C-3	DETAILED SITE PLAN
C-3.1	ENLARGED SHELTER PLAN
C-4	TOWER ELEVATION & DETAILS
C-4.01	ANTENNA LAYOUT AND SCHEDULE
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C-4.2	RF PLUMBING RISER DIAGRAM
C-4.3	RRUS AND LIQUID MOUNTING DETAILS
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C-6	GRADING, SEDIMENT & EROSION CONTROL DETAILS
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C-10	AT&T SHELTER DETAILS
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C-11	SHELTER FOUNDATION DETAILS
E-1	ELECTRICAL SPECS & ONE-LINE DIAGRAM (METER CENTER)
E-1.1	ELECTRICAL ONE LINE
E-2	UTILITY SITE PLAN
E-2.1	OVERALL UTILITY SITE PLANS
E-3	GROUNDING SITE PLAN
E-3.1	SHELTER GROUNDING PLAN
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E-5	UTILITY H-FRAME DETAILS
LS-1	LANDSCAPING SITE PLAN
-	ATTACHMENTS
-	RFDS



SAW # 10-1071-2



#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFDS V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	ISSUED FOR PERMITTING
4	06/17/19	REVISED PER CLIENT COMMENTS
5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
TITLE SHEET & PROJECT INFORMATION

DESIGNED: JTD
DRAWING: BLS
CHECKED: JTD
JOB #: 12778284

o. 2872
T-1

Exhibit A - Ordinance

RAWLAND TOWER SURVEY

FORREST
 3975 ASBURY ROAD
 VESTAVIA HILLS, AL 35243
 DATE: 11/07/17
 APPROVED BY: AKK
 PLO CDR: BR/ML
 CHECKED BY: MGC
 DRAWN BY: MGC
 PROJECT NO: 10-1071-2
 SHEET 1 OF 3

LATITUDE: 33°28'37.282" N
 LONGITUDE: 86°40'02.056" W
 (NAD 83)
 ELEVATION: 649.4'
 ABOVE MEAN SEA LEVEL (NAV088)

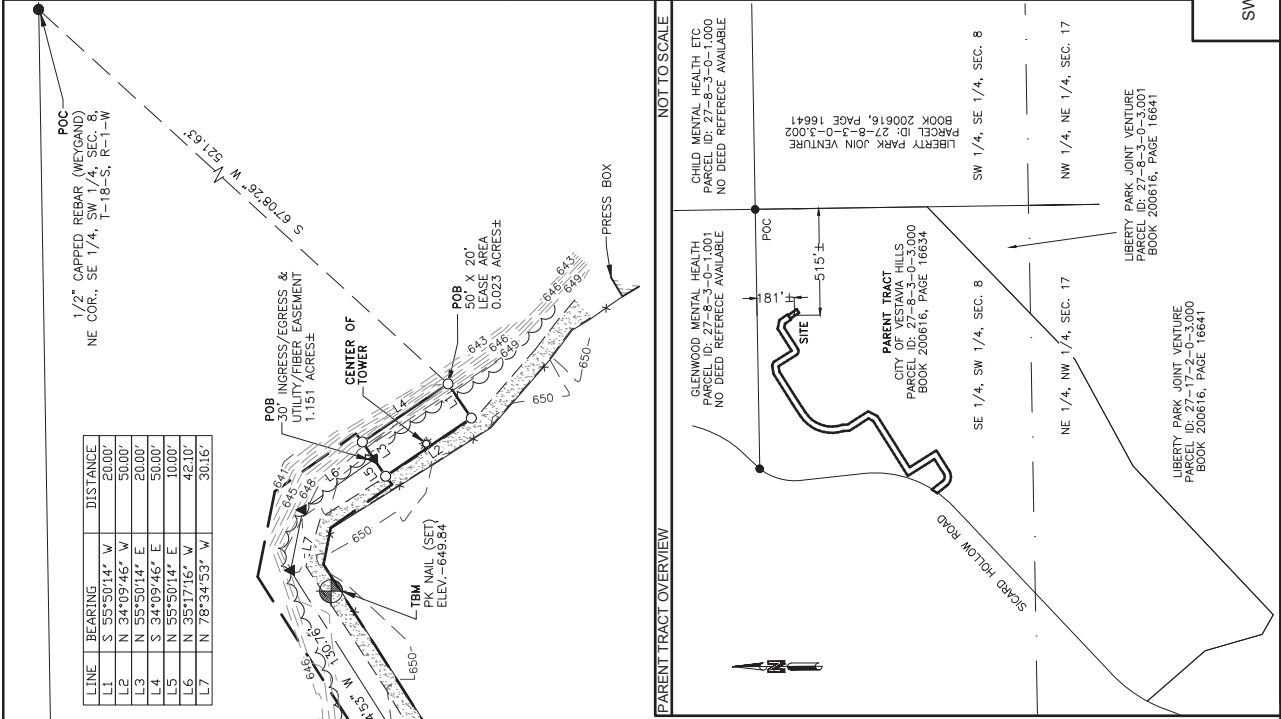
TOWER INFO
 1/2" CAPPED REBAR (WEYGAND)
 NE COR., SE 1/4, SW 1/4, SEC. 8,
 T-18-S, R-1-W

VICINITY MAP
 NOT TO SCALE
ALABAMA WEST
 GRID NORTH
 CONVERGENCE
 0.27"
 TRUE NORTH TO MAGNETIC
 DECLINATION
 3.31" W
 COMBINED SCALE FACTOR
 1.000007165

LEGEND
 ○ = 5/8" REBAR SET
 ● = FOUND PROPERTY MARKER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 POF = POINT OF FINISH
 TBM = TEMPORARY BENCHMARK
 ▲ = CALCULATED POINT
 GR = REFERENCED INFORMATION
 SN = MEASURED
 * = LIGHT POLE
 ⊗ = POWER POLE
 □ = ELECTRIC BOX
 □ = POWER BOX
 □ = TELEPHONE PEDESTAL
 —○— = RIGHT-OF-WAY
 —○— = OVERHEAD POWER

FLOOD NOTE
 By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance rate Map Community Panel # 070303B16, with an effective date of September 9, 2006 and is NOT in a special flood hazard area. Zone "X": Areas determined to be outside the 0.2% annual chance floodplain.

LIBERTY PARK SOUTH
 12778284
 SW 1/4, SEC. 8, T-18-S, R-1-W
 JEFFERSON COUNTY, ALABAMA





#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	REVISED PER CLIENT COMMENTS
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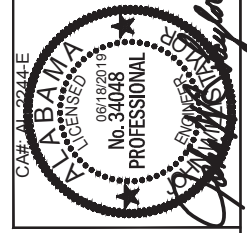
LIBERTY PARK SOUTH

GENERAL NOTES

Exhibit A - Ordinance No. 2872

DESIGNED: JDC
 DRAWING: BLD
 CHECKED: JDC
 JOB #: 12778284

C-1

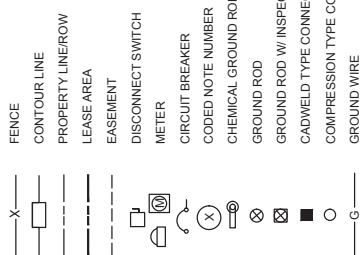


EXCAVATION & GRADING NOTES

- ALL CUT & FILL SLOPES SHALL BE 3:1 MAXIMUM (UNLESS NOTED ON GRADING SHEET)
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS AND SO FORTH.
- BACK FILL SHALL BE:
 - APPROVED MATERIALS, CONSISTING OF EARTH, LOAMY SANDY, CLAY SAND, GRAVEL OR SOFT SHELL;
 - FREE FROM CLODS OR STONES OVER 2 1/2" MAXIMUM DIMENSIONS;
 - IN LAYERS AND COMPACTED
- SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT +/-2% AS DETERMINED BY ATM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
- THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
- CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
- FILL PREPARATION:
 - REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1:1 VERTICAL TO HORIZONTAL TO REMOVE ALL EXISTING VEGETATION AND SOIL. EXISTING SURFACE SHALL BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS AND LOOSE OR DISTURBED MATERIALS SHALL BE REMOVED WITH A GRADING MACHINE. DEBRIS AND OTHER UNDESIRABLE MATERIALS SHALL BE REMOVED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
- REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACED TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS AND LOOSE OR DISTURBED MATERIALS SHALL BE REMOVED WITH A GRADING MACHINE. DEBRIS AND OTHER UNDESIRABLE MATERIALS SHALL BE REMOVED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
- PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION
- RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC.

GENERAL NOTES:

- THE CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
- IT IS THE INTENTION OF THESE DRAWINGS TO SHOW COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES. TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL ORDERS.
- THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
- SITE GROUNDING SHALL COMPLY WITH TOWER OWNER GROUNDING STANDARDS, LATEST EDITION, WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT. THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF THE TOWER.
- ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
- ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
- ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENT'S HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
- CONSTRUCTION MANAGER WILL CONFIRM APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
- THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS AND TOWER DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
- SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE-YEAR PERIOD.
- FOR ITEM THAT SHALL BE PROVIDED BY THE OWNER & INSTALLED BY THE CONTRACTOR, SEE "OWNER SUPPLIED MATERIAL LIST" INSERTED IN THIS DRAWINGS PACKAGE.
- OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES IN SECTIONS, ETC.
- RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORDED CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE



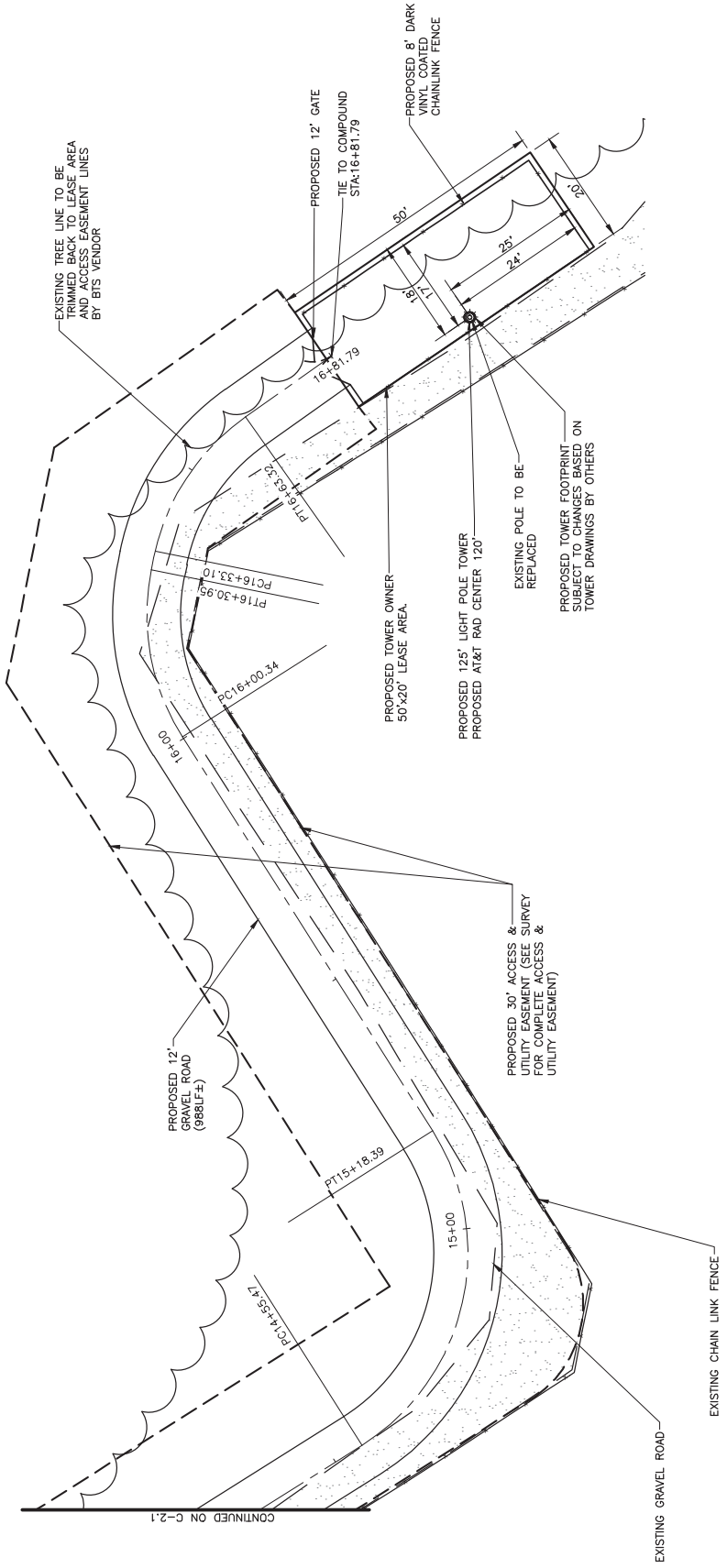
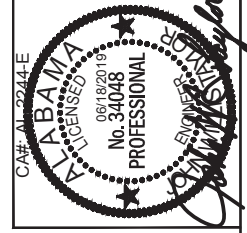


#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	ISSUED FOR PERMITTING
4	06/17/19	REVISED PER CLIENT COMMENTS
5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 12778284

C-2

EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES



SUBJECT PROPERTY IS LOCATED IN PANEL #01073005816, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

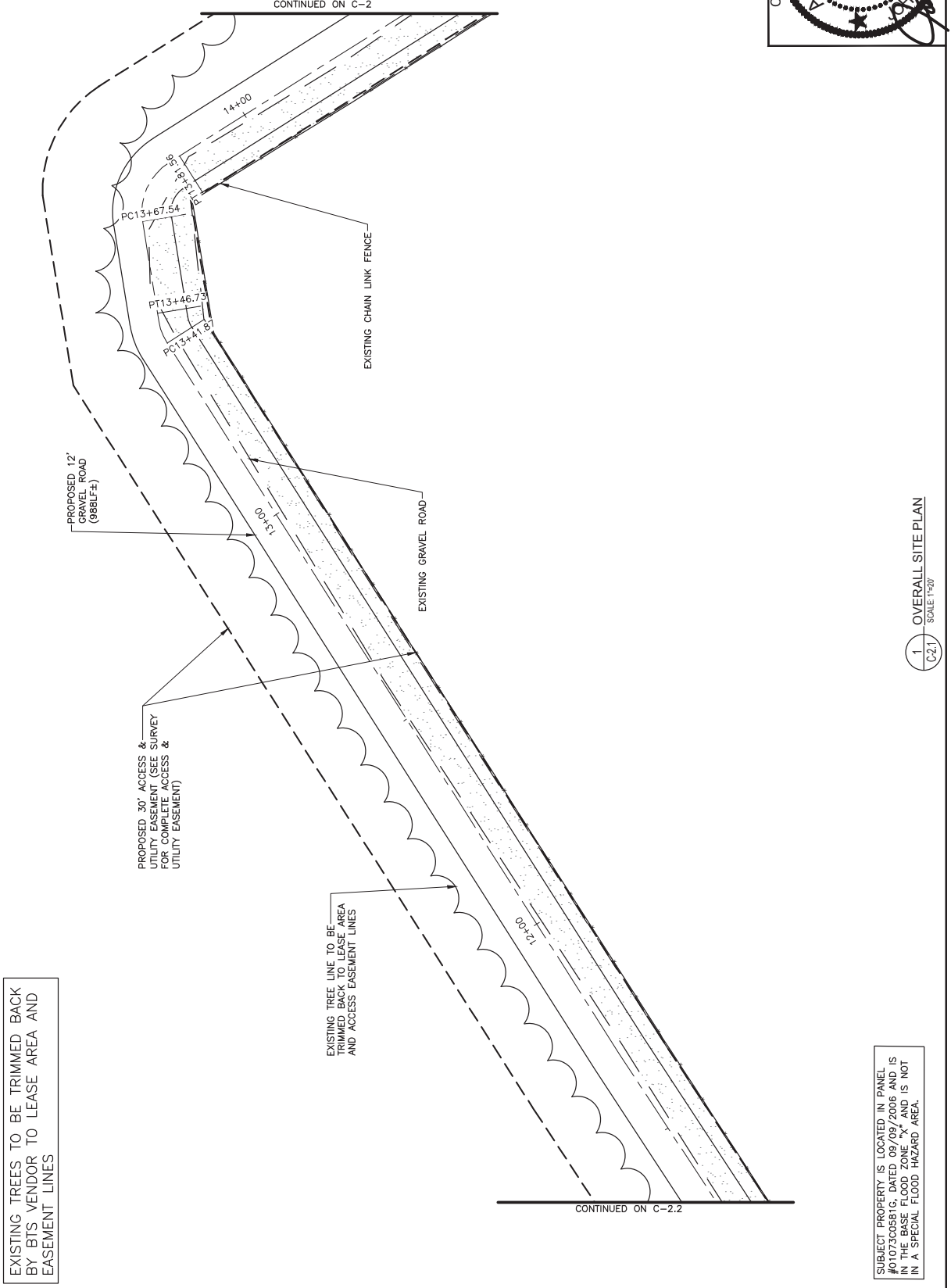
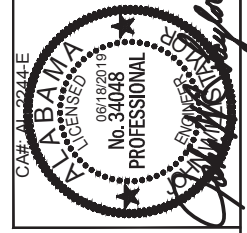
1 OVERALL SITE PLAN
 SCALE 1"=50'

C-2

CONTINUED ON C-2.1

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW TOWER HEIGHT
2	01/15/19	REVISED PER CLIENT COMMENTS
3	03/08/19	ISSUED FOR PERMITTING
4	06/17/19	REVISED PER CLIENT COMMENTS
5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDS	DATE: 06/18/2019
DRAWN: BLS	
CHECKED: JDS	
JOB #: 12778284	



EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

EXISTING TREE LINE TO BE TRIMMED BACK TO LEASE AREA AND ACCESS EASEMENT LINES

SUBJECT PROPERTY IS LOCATED IN PANEL #01073C0581C, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

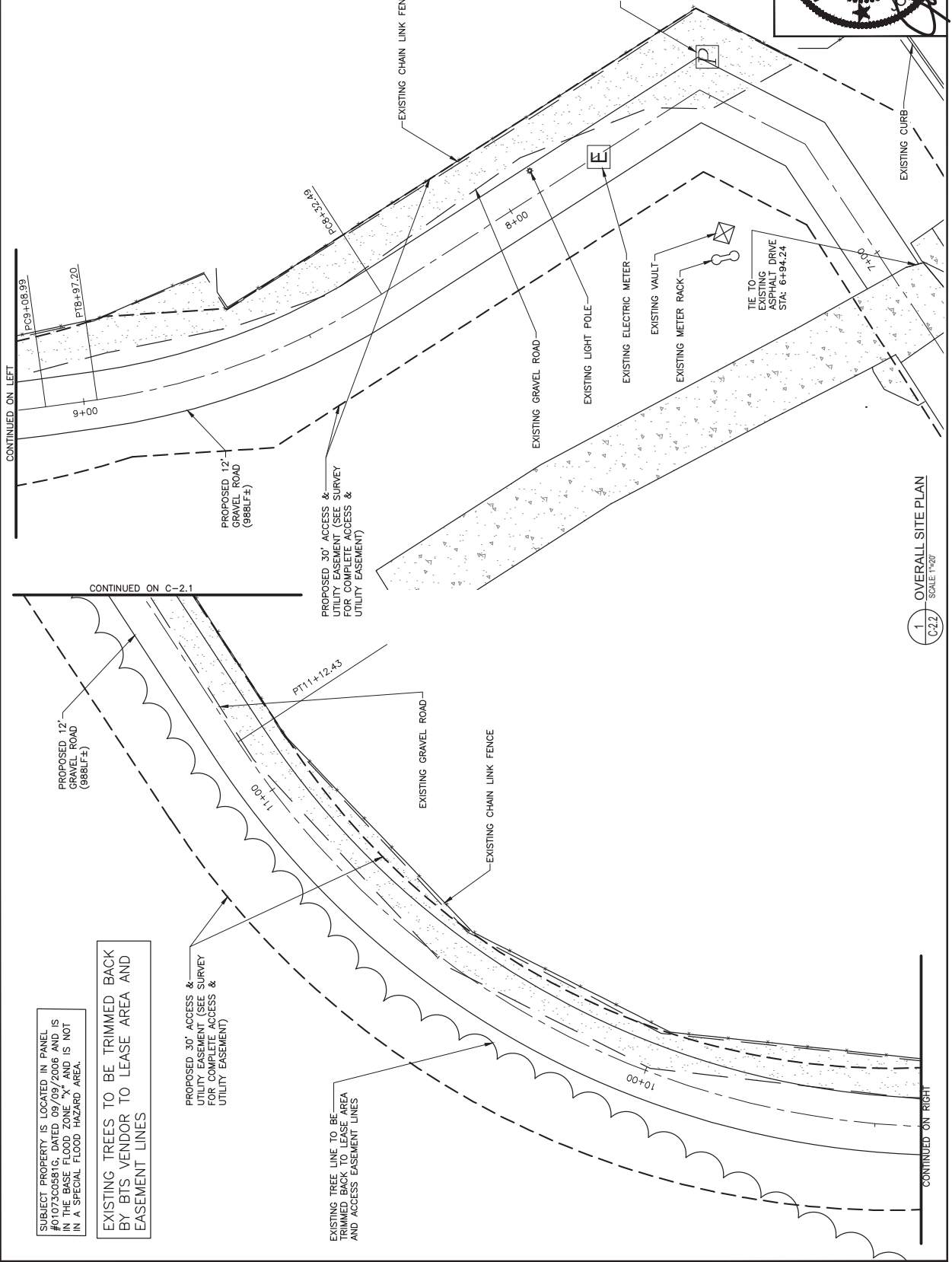
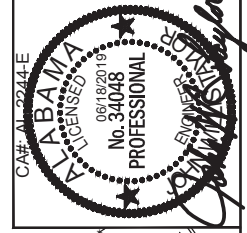
1 OVERALL SITE PLAN
 SCALE 1"=20'

CONTINUED ON C-2.2

CONTINUED ON C-2

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDC
DRAWING: BLS
CHECKED: JDC
JOB #: 12778284



CONTINUED ON LEFT

CONTINUED ON C-2.1

1 OVERALL SITE PLAN
SCALE 1"=20'

SUBJECT PROPERTY IS LOCATED IN PANEL #01073006810, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

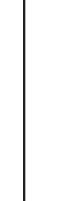
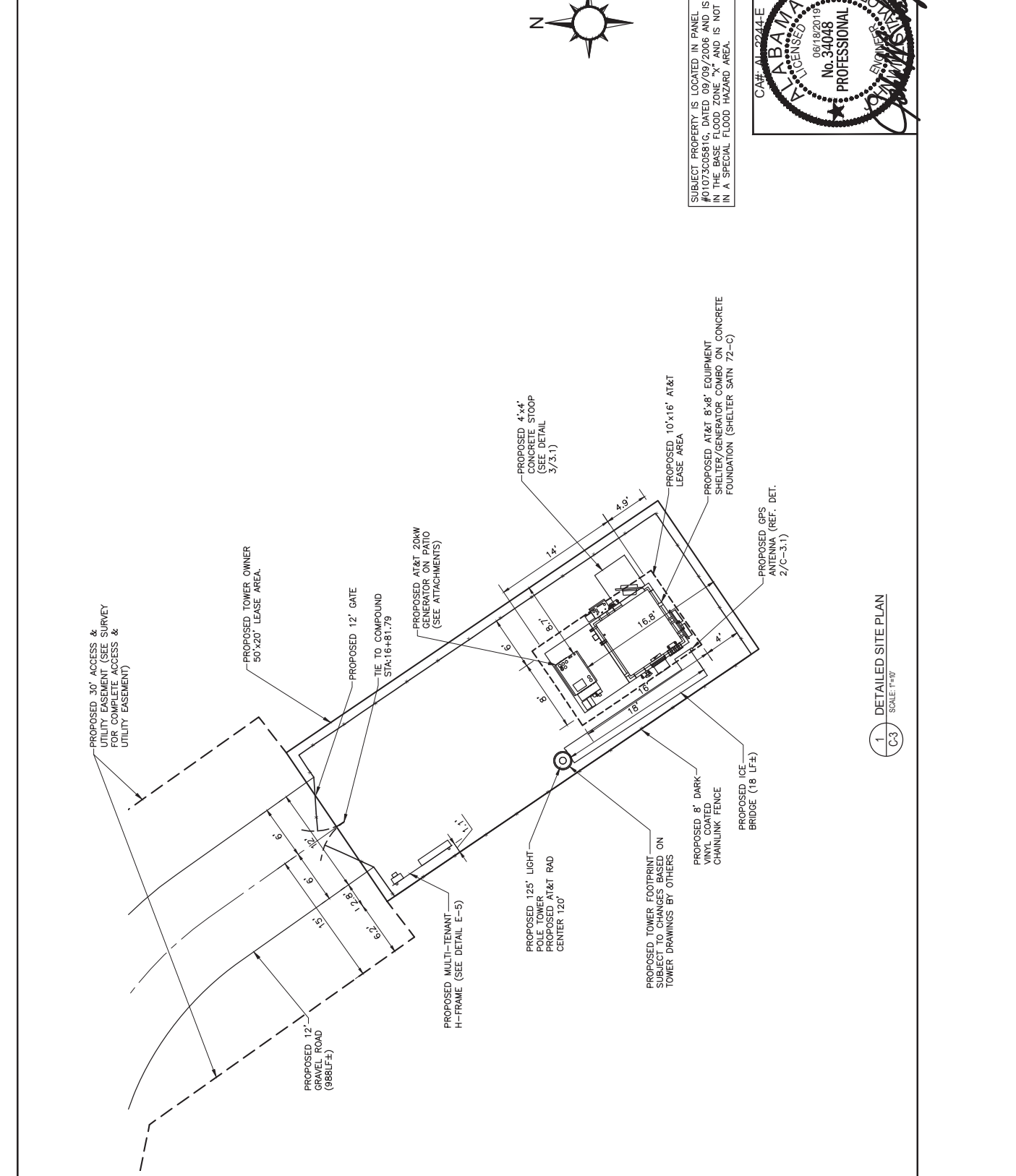
PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

EXISTING TREE LINE TO BE TRIMMED BACK TO LEASE AREA AND ACCESS EASEMENT LINES

CONTINUED ON RIGHT

DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 12778284

CA# AL-29244-E
ALABAMA
LICENSED
06/18/2019
No. 34048
PROFESSIONAL
ENGINEER



1 DETAILED SITE PLAN
SCALE: 1"=40'

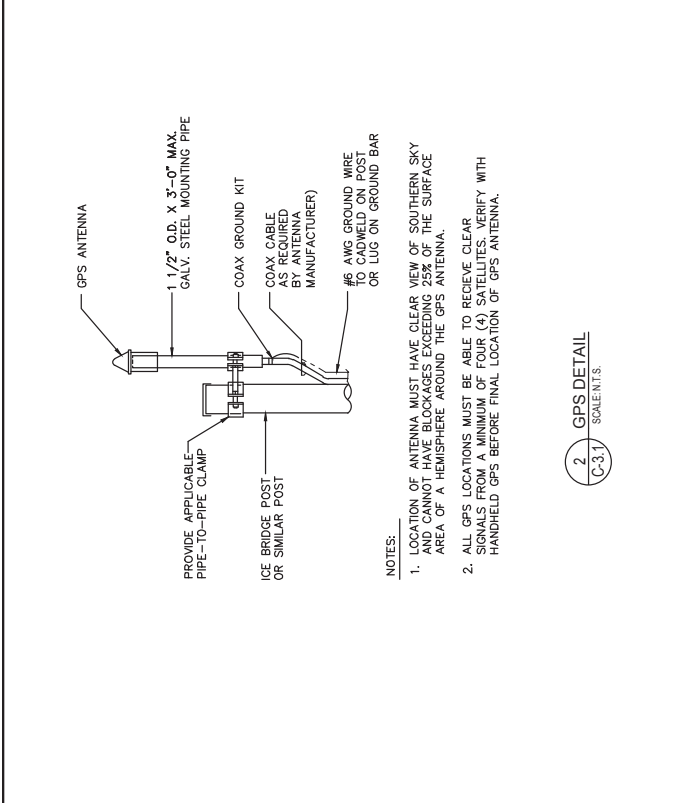
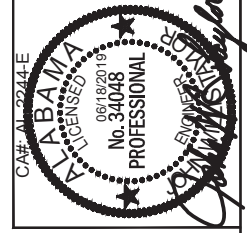


#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFDS V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
DETAILED
SITE PLAN

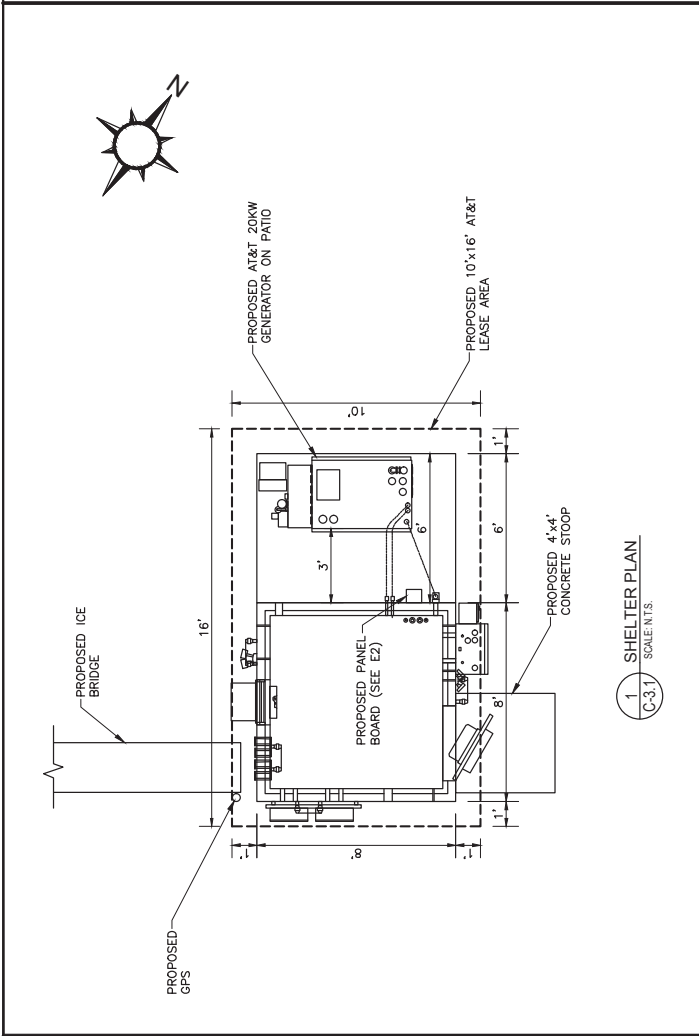
DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 12778284

Exhibit A - Ordinance No. 2872

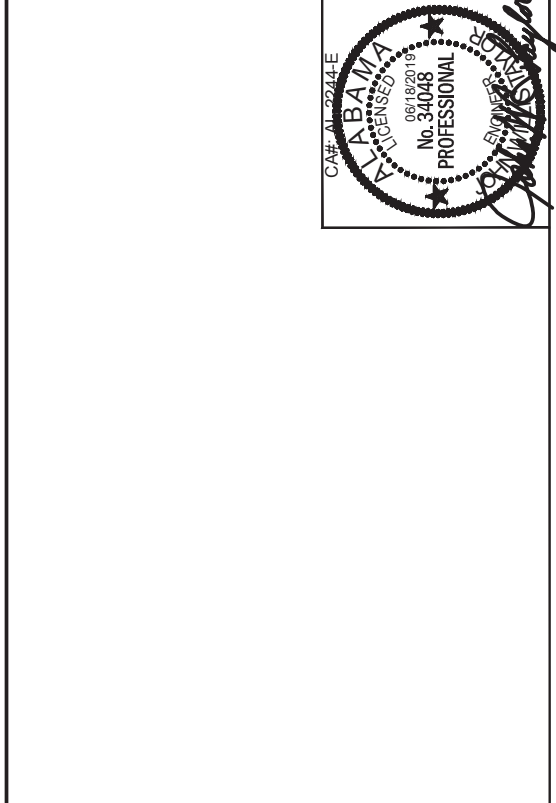


- NOTES:
1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
 2. ALL GPS LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM ALL AVAILABLE SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

2 GPS DETAIL
SCALE: N.T.S.



1 SHELTER PLAN
SCALE: N.T.S.



3 4'x4' STOOP DETAIL
SCALE: N.T.S.

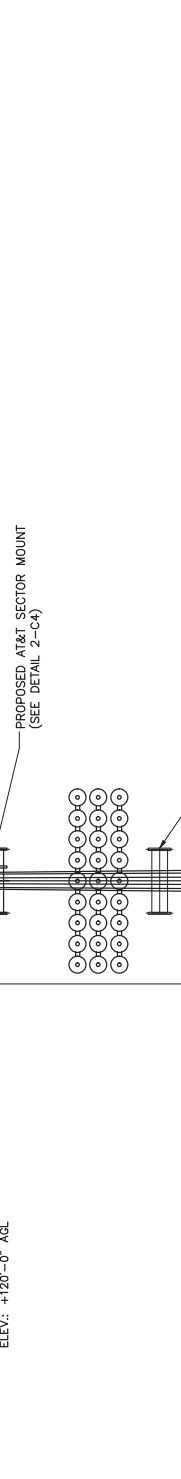


DESIGNED: JDC
 DRAWING: BLS
 CHECKED: JDC
 JOB #: 12778284

LIBERTY PARK SOUTH
 TOWER ELEVATION
 AND LIGHTING DETAIL

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/08/18)
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PROPOSED 1/ TOWER
 ELEV.: +125'-0" AGL
 PROPOSED 2/ OF AT&T RAD. CENTER
 ELEV.: +120'-0" AGL



TOWER SHALL NOT BE ARTIFICIALLY ILLUMINATED EXCEPT AS REQUIRED BY THE FAA OF FCC.
 ANY LIGHTING SHALL BE THE MINIMUM NECESSARY TO COMPLY WITH THE FEDERAL REGULATIONS PER ZONING REQUIREMENTS

INNER DUCT IS REQUIRED TO BE ROUTED INSIDE MONOPINE

NOTE: SEE SHEET C-4-01 FOR ANTENNA LAYOUT AND NOTES.



1 - TOWER ELEVATION
 SCALE: NOT TO SCALE



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ANTENNA NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. PROPOSED JUMPERS NOT SHOWN FOR CLARITY.
3. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
4. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
5. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT WITH AT&T.
6. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
7. ALL PROPOSED ANTENNA ELECTRICAL/MECHANICAL DOWNTILTS AS PER RF DATA SHEETS.
8. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC SHALL BE INSTALLED PER TOWER MANUFACTURER'S STANDARD DETAILS.

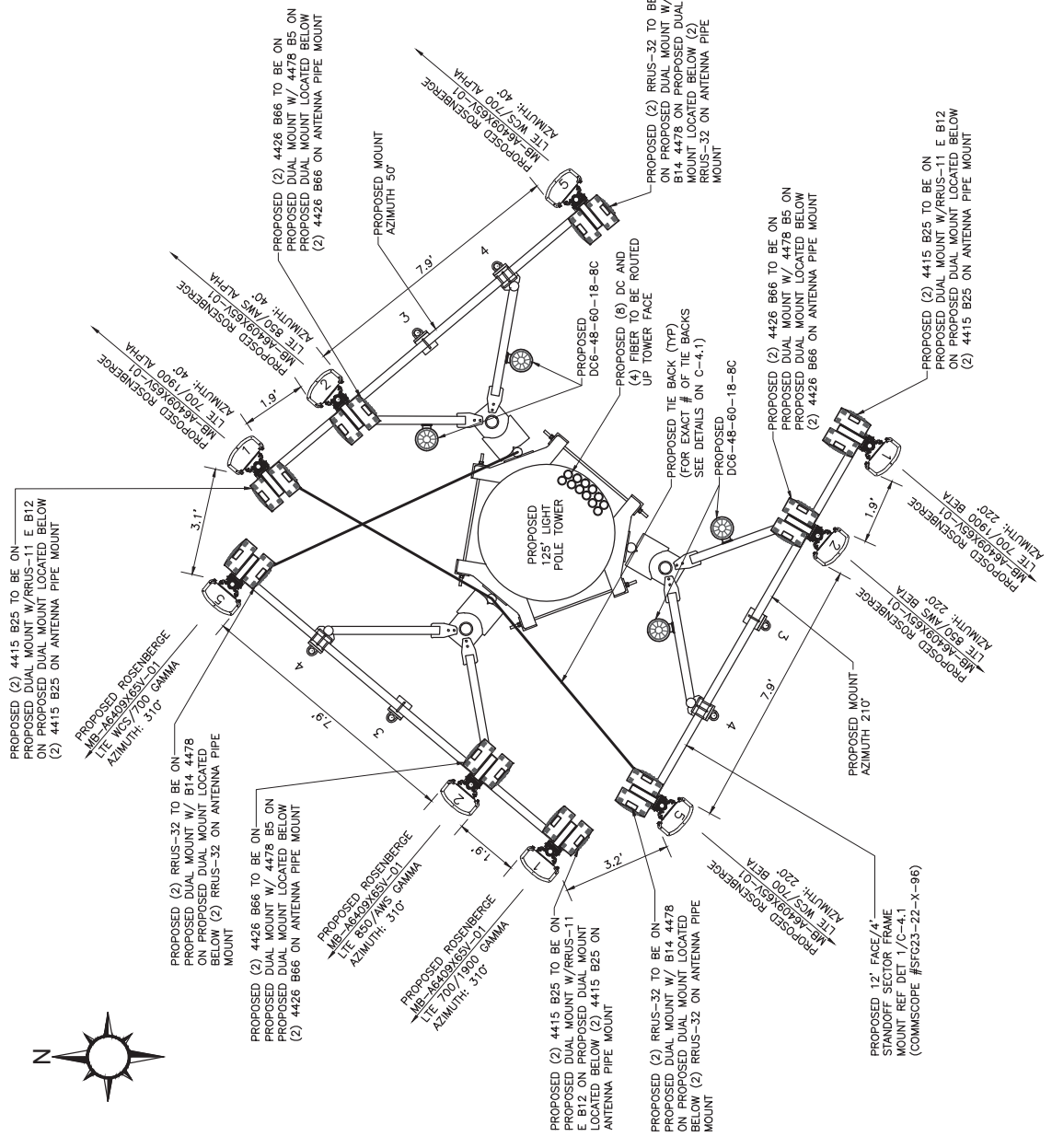
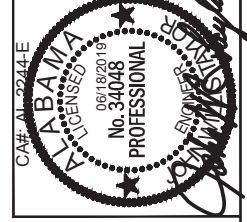
ANTENNA SEPARATION REQUIREMENTS:

- INSTALLERS TO MAINTAIN:
- 1) A 3' SEPARATION BETWEEN ALL ANTENNAS* ON THE SAME MOUNT (* SEE NOTE 3)
 - 2) A 3' SEPARATION IS TO BE MAINTAIN BETWEEN ANTENNAS ON DIFFERENT SECTOR MOUNTS
 - 3) IF ANTENNAS ARE 700 B/C (B12/B17) AND 700 D/E (B29); THEN A 6' SEPARATION WILL BE REQUIRED FOR THESE ANTENNAS. (SEE DETAIL C-4-2)

ANTENNA LAYOUT DESIGN NOTES:

1. ALL ANTENNA LAYOUTS ARE DRAWN WITH THE RATIO OF 3 TO 1 AND ARE SCHEMATIC IN NATURE.
2. SEE SHEET C-3 FOR SITE SPECIFIC TOWER TYPE:
 - A. SELF-SUPPORT TOWER DRAWN WITH 3' FACE
 - B. GUY TOWER DRAWN WITH 3' FACE
 - C. MONOPOLE DRAWN 2' DIAMETER
3. FUTURE ANTENNAS SHOWN TO VALIDATE REQUIRED SEPARATION BETWEEN ANTENNAS

REQUIRED ANTENNA SEPARATION SHOWN ON SHEET C-4-2.1 FOR CLARITY

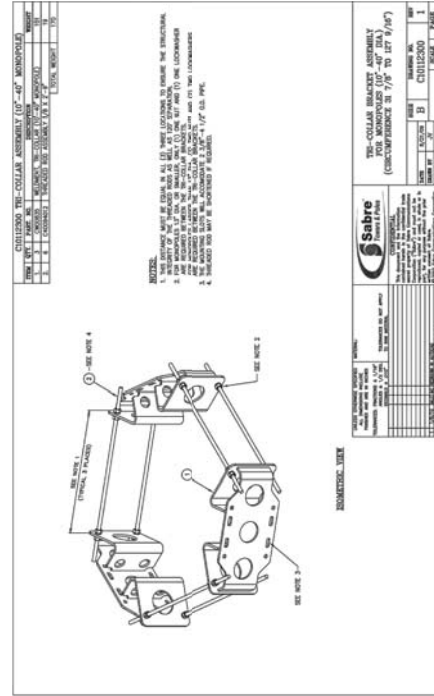
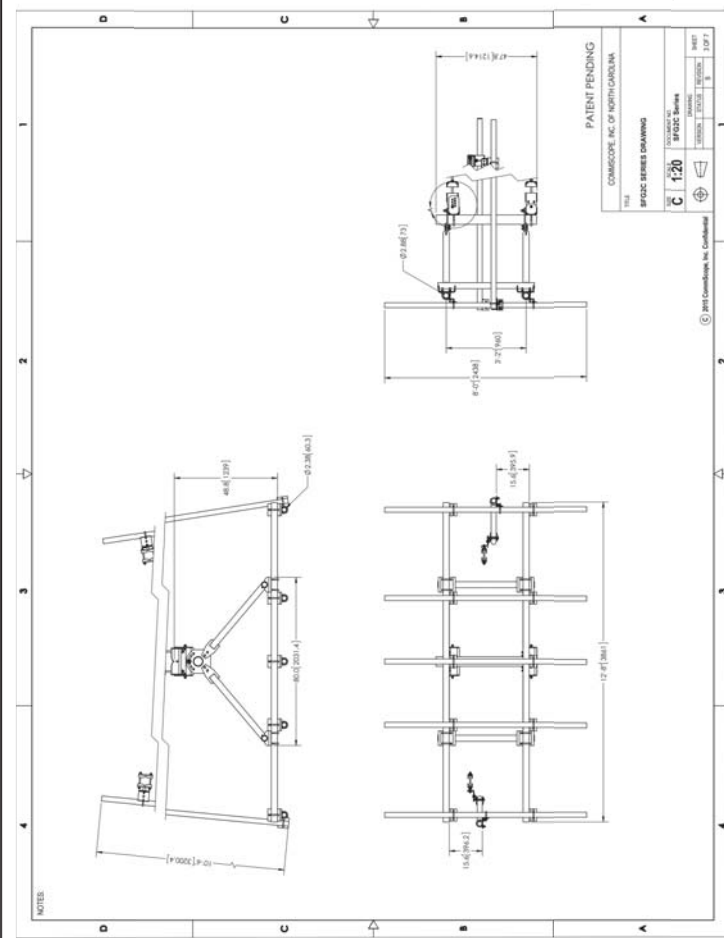


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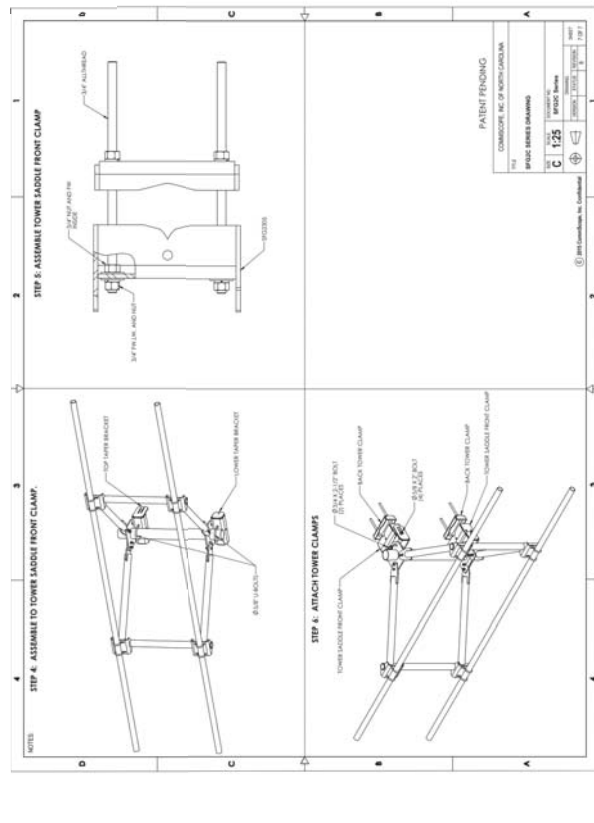
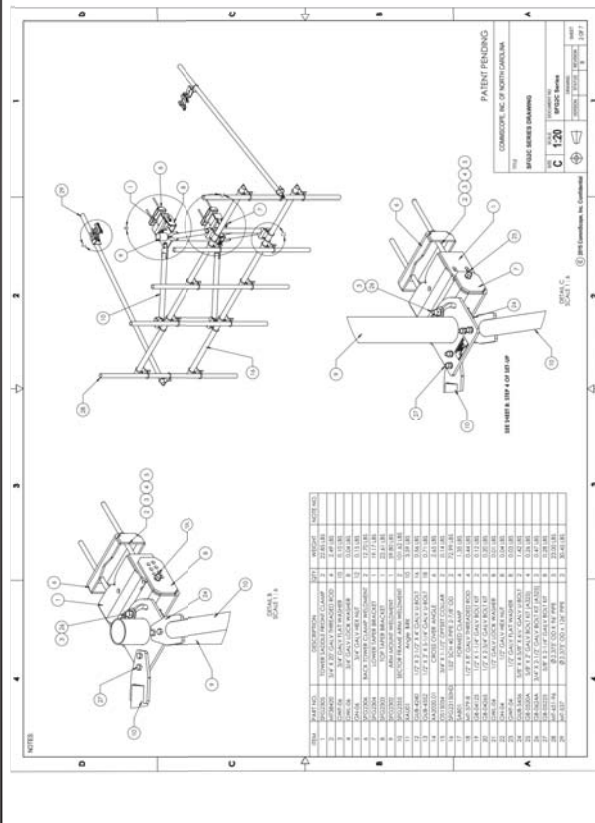
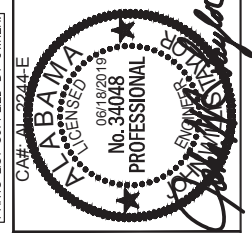
LIBERTY PARK SOUTH
SECTOR MOUNT DETAIL

Exhibit A - Ordinance No. 2872
C-4

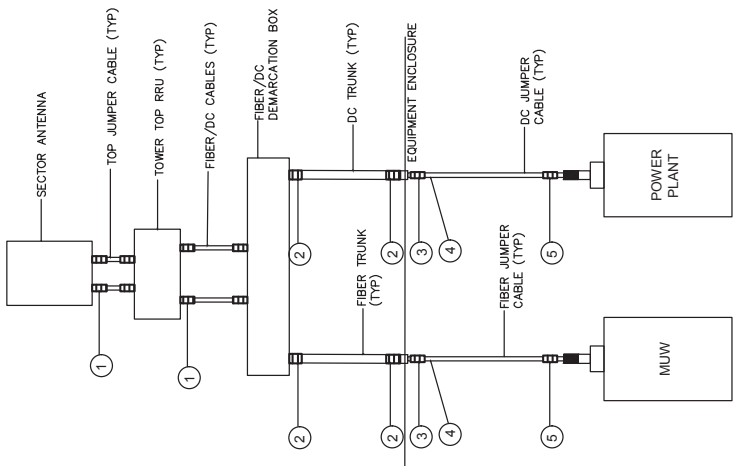
DESIGNED: JLD
DRAWING: JLD
CHECKED: JLD
JOB #: 12778289



NOTE: ANTENNA MOUNT DETAILS AND PARTS LIST SUPPLIED BY OWNER.



5	08/18/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
3	03/08/19	REVISED PER CLIENT COMMENTS
2	01/15/19	REVISED PER NEW TOWER HEIGHT
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/08/18)

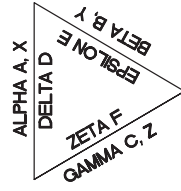


- NOTES:**
- SECTOR ORIENTATION/ZIMUT/FUL WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO THE RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
 - THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, CYAN, BROWN, WHITE, GREY, AND BLACK. (GREY) THESE TAPES SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
 - USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
 - ALL COLOR CODE TAPE SHALL BE 3M-3S AND SHALL BE INSTALLED USING A MINIMUM OF (3) WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
 - ALL COLOR BANDS INSTALLED AT THE TOWER TOP SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACING BETWEEN EACH COLOR.
 - ALL COLOR BANDS INSTALLED AT OR NEAR THE GROUND SHALL BE A MINIMUM OF 3/4" WIDE.
 - ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.

**SEE SHEET C-4.21 FOR
700 MHz ANTENNA
SPACING REQUIREMENTS**

FIBER/DC CABLE MARKING LOCATIONS DIAGRAM

- NOTES:**
- CONTRACTOR SHALL FILL OUT THE CABLE PORT DIAGRAM UPON COAX INSTALLATION. CABLE PORT DIAGRAM WILL BE AFFIXED TO THE INTERIOR ENCLOSURE NEAR THE CABLE ENTRY PORT TO AID IN CABLE IDENTIFICATION. THE CHART IS INTENDED TO BE USED TO RECORD THE LINE AND CORRESPONDING ANTENNA POSITION ON THE TOWER AT THE TIME OF INSTALLATION.
 - ONE COMPLETED COPY PLUS TWO BLANK COPIES OF THE CHART SHOULD BE POSTED IN THE ENCLOSURE IN A PROTECTIVE SLEEVE.



TOWER PLAN VIEW

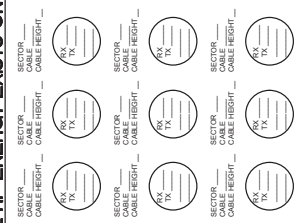
SYSTEM DETAILS AND DIAGRAMS PROVIDED BY AT&T

ALL RF CABLE SHALL BE MARKED PER CABLE MARKING LOCATIONS TABLE BELOW.

NO.	TAPE TAG	LOCATIONS	
		TOP-JUMPER/CABLES SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.	EACH MAIN COAX/CABLE TRUNK SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BITS OR TRANSMITTER BUILDING.
1.	X		
2.	X		
3.		X	
4.	X		
5.	*		*

(* - DENOTED TAG OR TAP.)

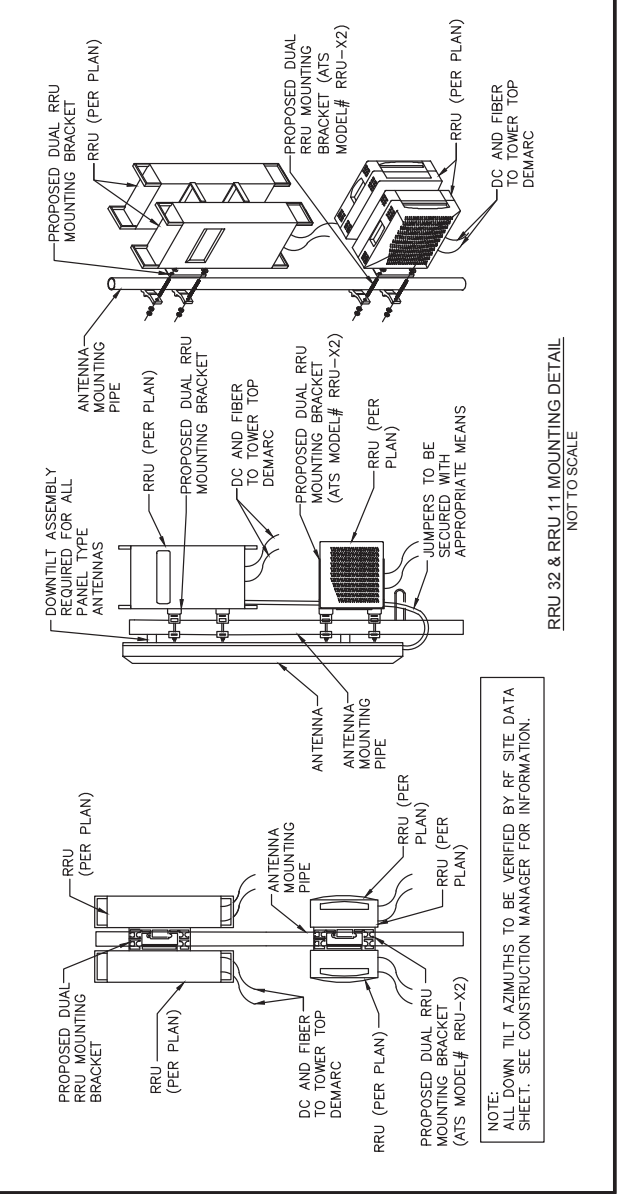
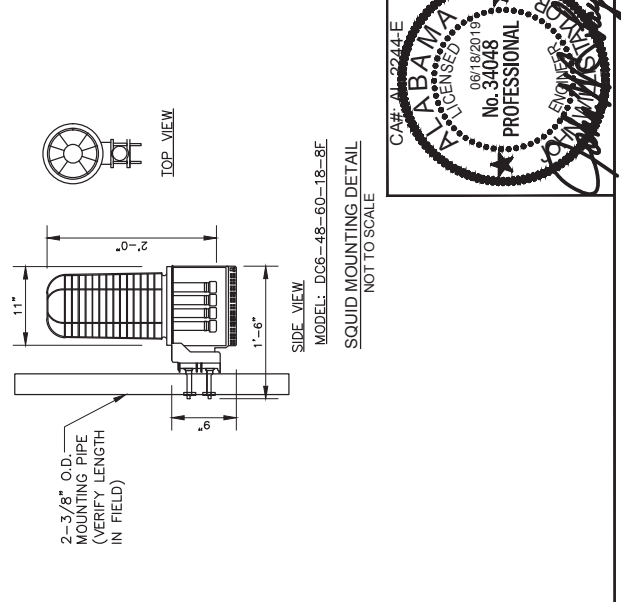
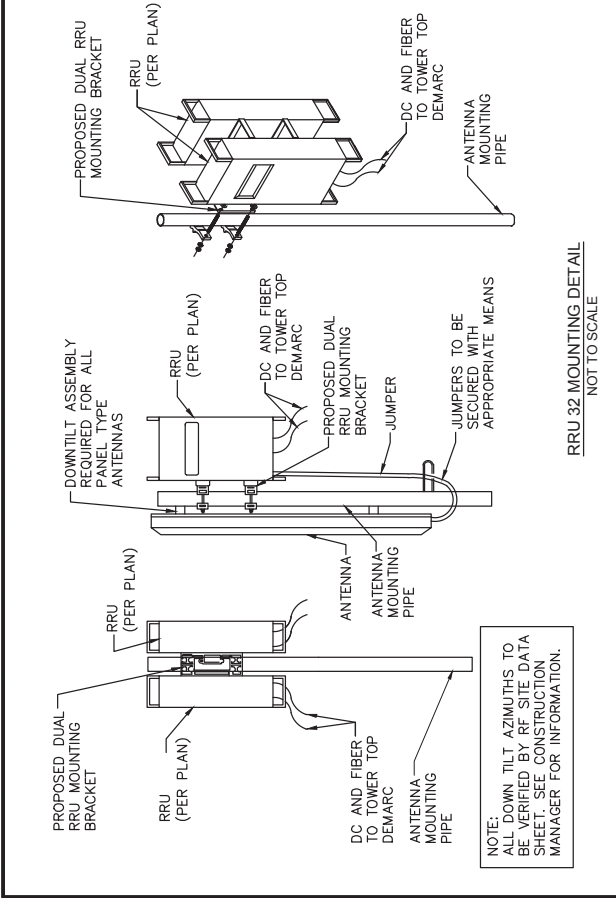
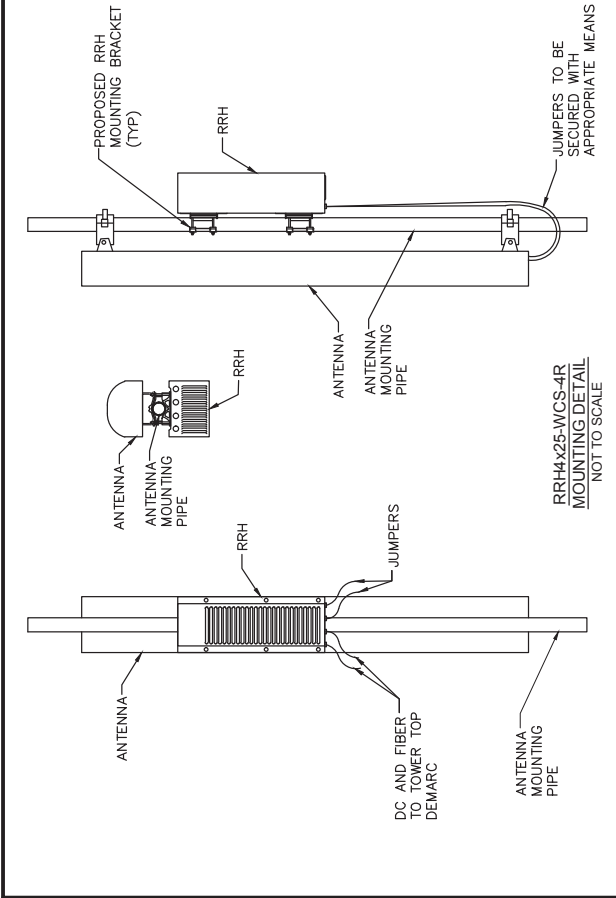
**CABLE PORT DIAGRAM
CAUTION: HARMFUL RF ENERGY EXISTS ON THESE LINES**



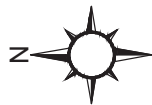
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5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 12778284

C-43



NOTE:
ALL DOWN TILT AZIMUTHS TO BE VERIFIED BY RF SITE DATA SHEET. SEE CONSTRUCTION MANAGER FOR INFORMATION.



EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

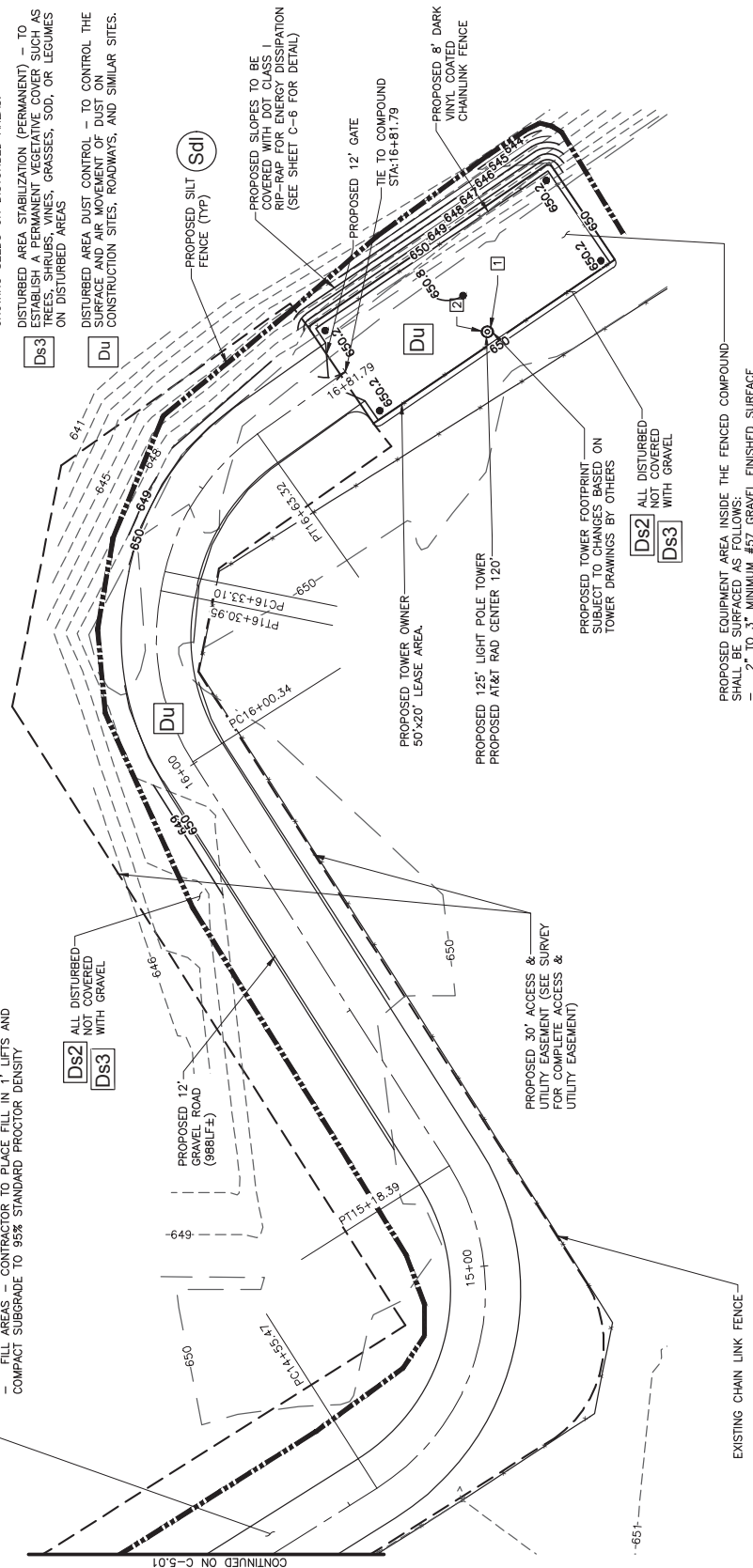
- (Co) CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- (Sdi) TYPE C SEDIMENT BARRIERS - TO PREVENT ANY SEDIMENT CARRIED ON SHEET PILING FROM LEAVING THE SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.
- (Ds2) DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.
- (Ds3) DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- (Du) DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

- MIRAFI 500X (OR EQUIVALENT) FINISHED DRIVING SURFACE
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

(Ds2) ALL DISTURBED NOT COVERED WITH GRAVEL
(Ds3)

CONTINUED ON C-5.01



PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

PROPOSED TOWER OWNER 50'X20' LEASE AREA.

PROPOSED 125' LIGHT POLE TOWER PROPOSED AT&T RAD CENTER 120'

PROPOSED TOWER FOOTPRINT SUBJECT TO ANY CHANGES BASED ON TOWER DRAWINGS BY OTHERS

(Ds2) ALL DISTURBED NOT COVERED WITH GRAVEL
(Ds3)

PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

- 2" TO 3" MINIMUM #57 GRAVEL FINISHED SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOTEXTILE
- 10" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 2" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

SUBJECT PROPERTY IS LOCATED IN PANEL #01073006581G, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

- TOWER NOTES:
- 1 PROPOSED 125' LIGHT POLE TOWER PROPOSED AT&T RAD CENTER 120'
 - 2 PROPOSED TOWER FOOTPRINT SUBJECT TO CHANGES BASED ON TOWER DRAWINGS BY OTHERS

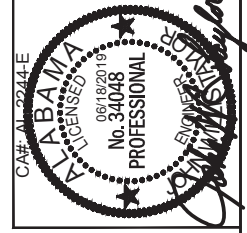


DATE: 10-10-17



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5	08/18/19	REVISED PER CLIENT COMMENTS

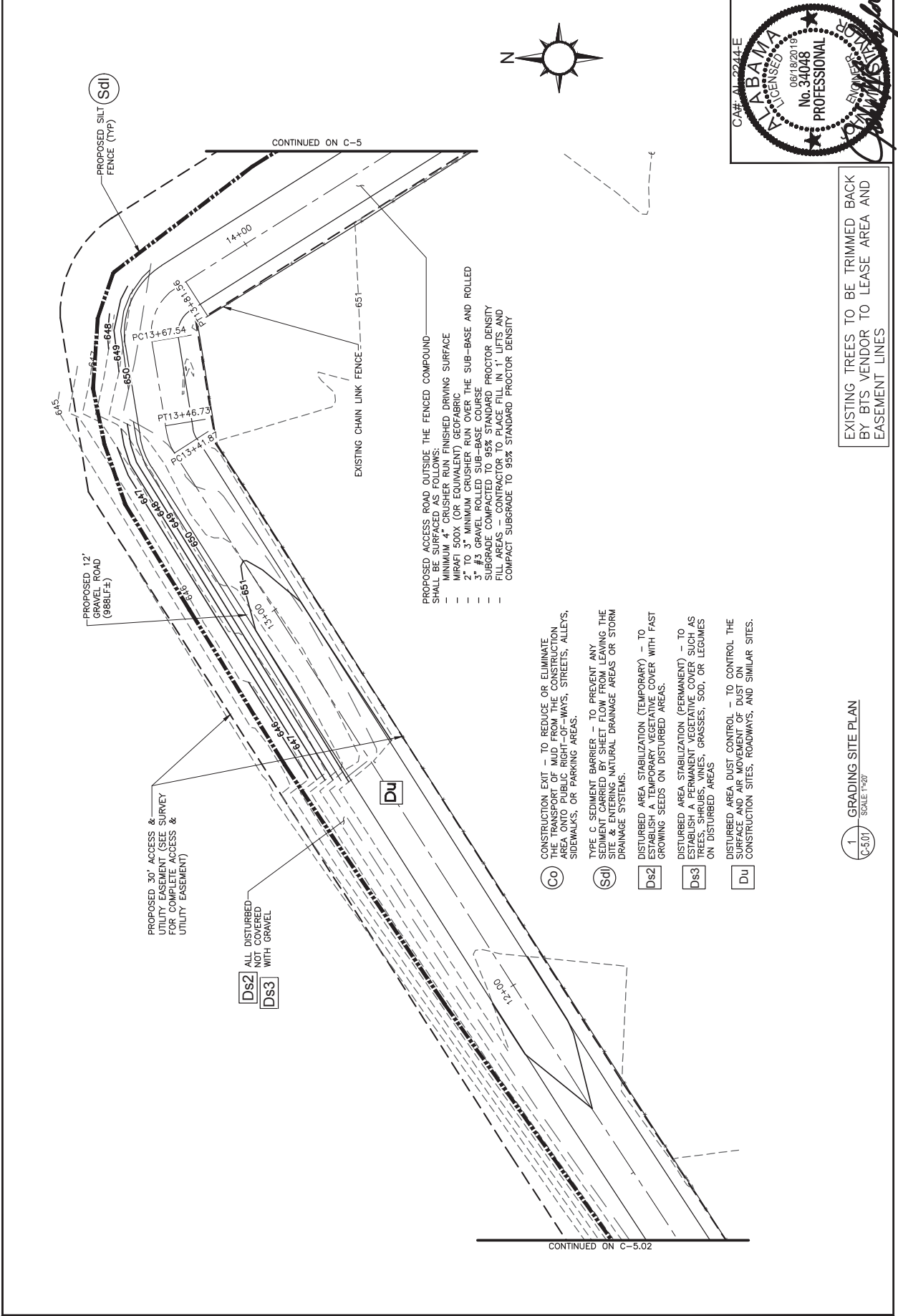
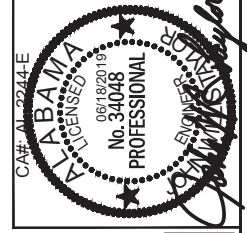
LIBERTY PARK SOUTH
EROSION CONTROL PLAN
GRADING, SEDIMENT & EROSION CONTROL PLAN
Exhibit A - Ordinance No. 2872



1 GRADING SITE PLAN
SCALE: 1"=20'

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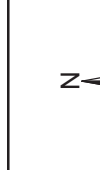
DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 12778284



EXISTING TREES TO BE TRIMMED BACK BY BITS VENDOR TO LEASE AREA AND EASEMENT LINES

CONTINUED ON C-5.02

CONTINUED ON C-5

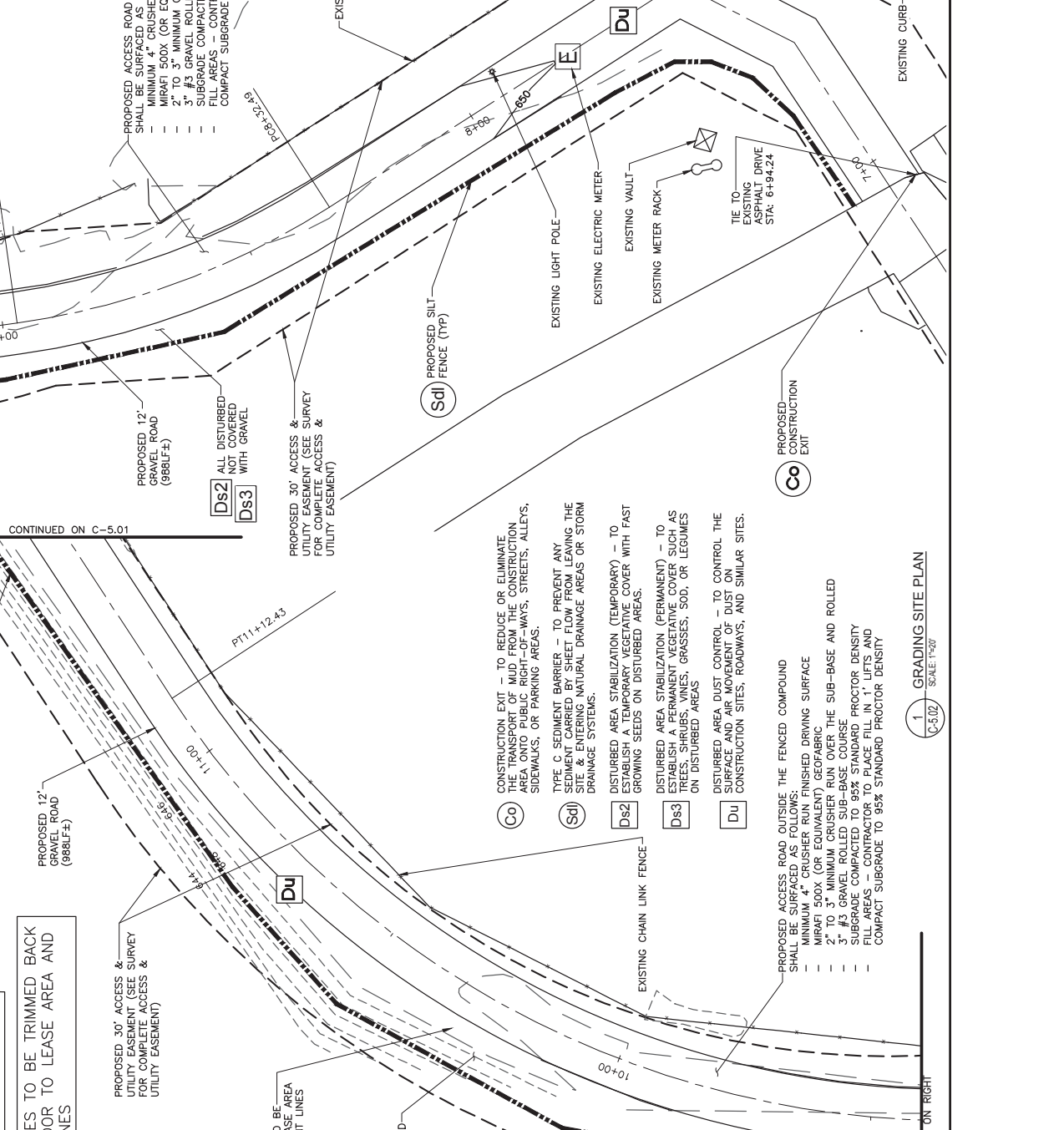


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LIBERTY PARK SOUTH
 GRADING, SEDIMENT & EROSION CONTROL PLAN
 Exhibit A - Ordinance No. C-5.02

DESIGNED: JDC
 DRAWING: BLD
 CHECKED: JDC
 JOB #: 12778284

CA# AL 9244-E
 ALABAMA LICENSED PROFESSIONAL ENGINEER
 No. 34048
 06/18/2019



PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:
 - MINIMUM 4" CRUSHER RUN FINISHED DRIVING SURFACE
 - 2" TO 3" MINIMUM ROLLED SUB-BASE AND ROLLED FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY.

PROPOSED 12' GRAVEL ROAD (988LF±)
 ALL DISTURBED NOT COVERED WITH GRAVEL

PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

EXISTING TREE LINE TO BE TRIMMED BACK TO LEASE AREA AND ACCESS EASEMENT LINES

ALL DISTURBED NOT COVERED WITH GRAVEL

CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSFER OF MUD FROM THE CONSTRUCTION SITE TO ADJACENT SIDEWALKS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.

TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.

DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.

DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.

DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:
 - MINIMUM 4" CRUSHER RUN FINISHED DRIVING SURFACE
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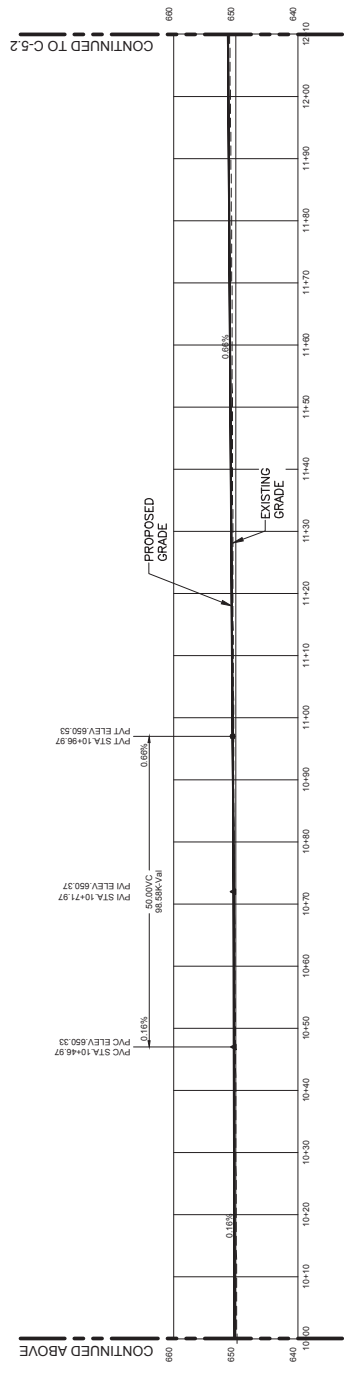
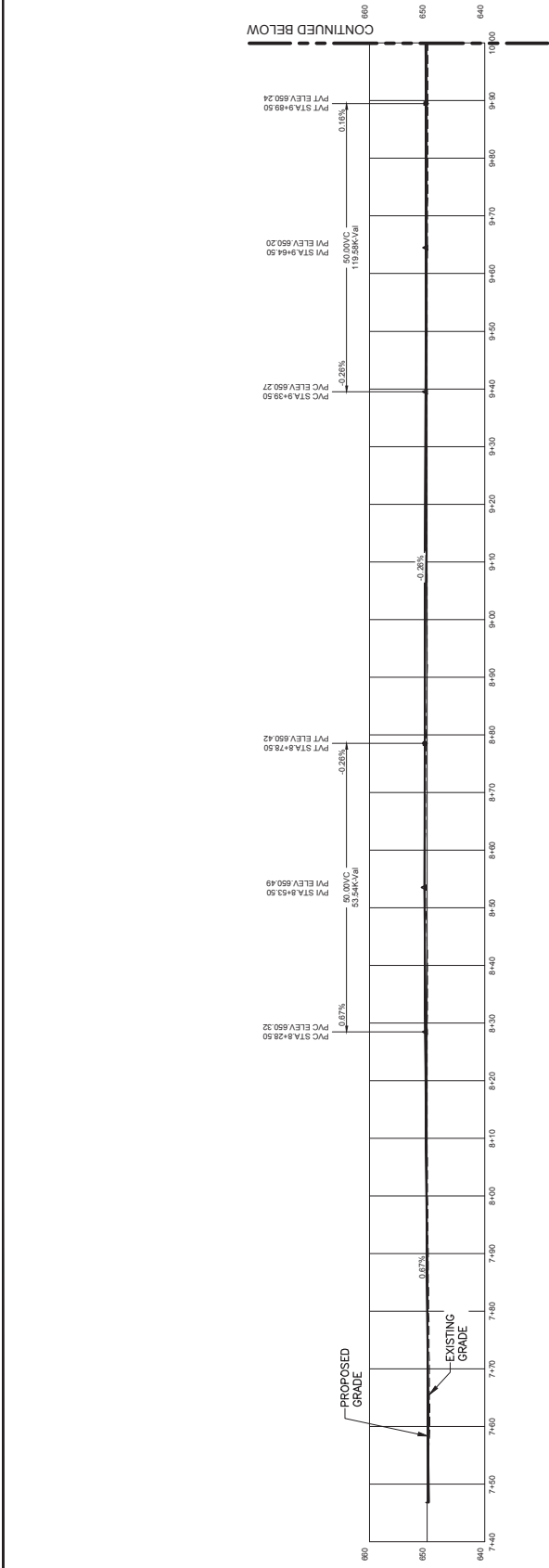
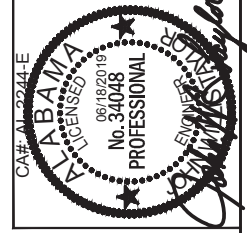


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LIBERTY PARK SOUTH
ACCESS ROAD
PROFILE SHEET

DESIGNED: JDC
DRAWN: JDC
CHECKED: JDC
JOB # 1277828

C-5.1



1 PROPOSED ACCESS ROAD PROFILE
C-5.1 SCALE: 1"=20'

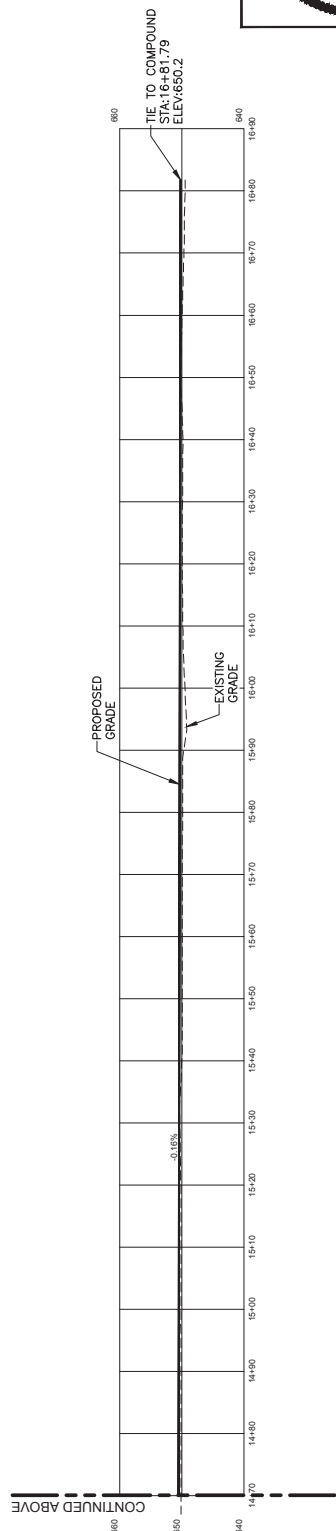
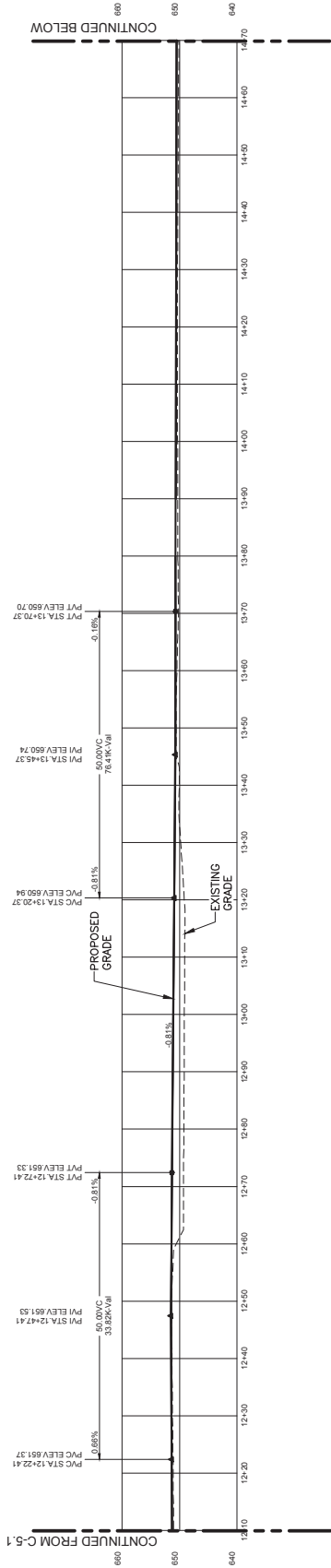
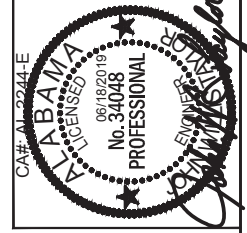


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LIBERTY PARK SOUTH
 ACCESS ROAD
 PROFILE SHEET

DESIGNED: JDS
 DRAWING: BJS
 CHECKED: JDS
 JOB # 1277828

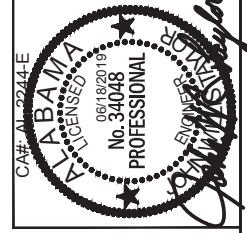
Exhibit A - Ordinance No. 2019-072



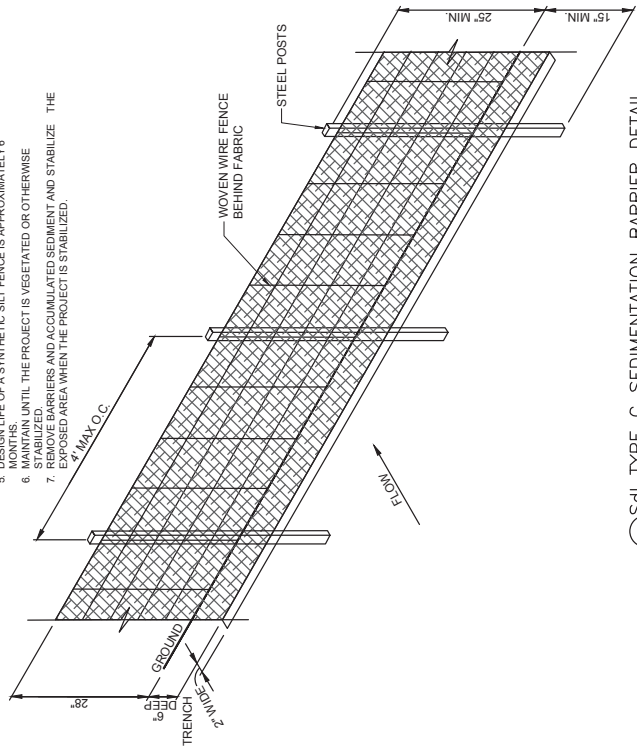
1 PROPOSED ACCESS ROAD PROFILE
 C-5.2 SCALE: 1"=20'

C-5.2

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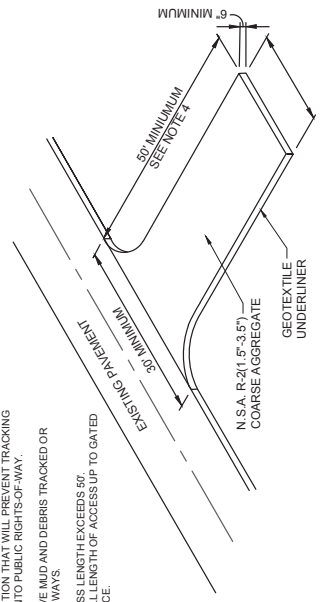


- MAINTENANCE:**
- INSPECT BARRIERS AT THE END OF EACH WORKING DAY, OR AFTER EACH RAIN, AND REPAIR OR CLEAN AS NECESSARY.
 - REMOVE SEDIMENT FROM BARRIER WHEN TWO-THIRDS FULL.
 - REMOVE VEGETATION FROM BARRIER WHEN IT WILL NOT ENTER THE BARRIER AGAIN AND STABILIZE IT WITH VEGETATION.
 - REPLACE FILTER FABRIC WHEN DETEIORATED.
 - DESIGN LIFE OF A SYNTHETIC SILT FENCE IS APPROXIMATELY 6 MONTHS.
 - MAINTAIN UNTIL THE PROJECT IS VEGETATED OR OTHERWISE STABILIZED.
 - REMOVE BARRIERS AND ACCUMULATED SEDIMENT AND STABILIZE THE EXPOSED AREA WHEN THE PROJECT IS STABILIZED.

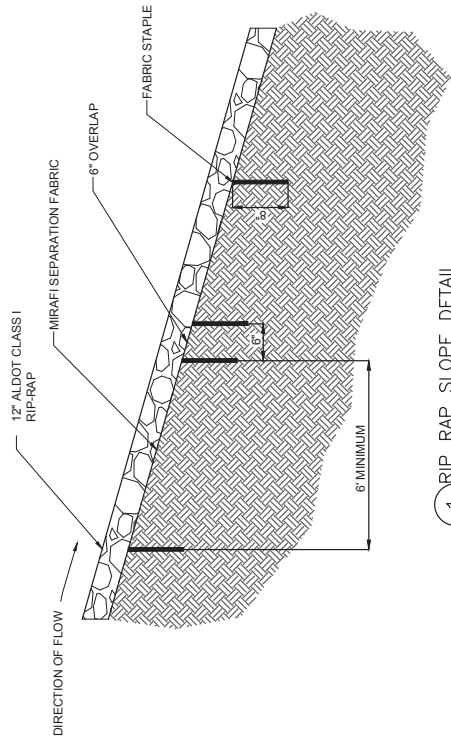


Sd TYPE C SEDIMENTATION BARRIER DETAIL
 NOT TO SCALE

- MAINTENANCE:**
- PERIODICALLY DRESS WITH 1.5"-3.5" STONE.
 - MAINTAIN IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY.
 - IMMEDIATELY REMOVE MUD AND DEBRIS TRACKED OR SPILLED ONTO ROADWAYS.
 - 50' MINIMUM IF ACCESS LENGTH EXCEEDS 50'. OTHERWISE USE FULL LENGTH OF ACCESS UP TO GATED COMPOUND ENTRANCE.



Co CONSTRUCTION EXIT DETAIL
 NOT TO SCALE



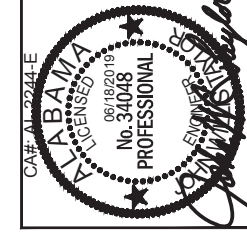
1 RIP RAP SLOPE DETAIL
 NOT TO SCALE

- Co** CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- Sd1** TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT FROM BEING WASHED FROM THE CONSTRUCTION SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.
- Ds2** DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.
- Ds3** DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- Du** DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AREA OF EXPOSURE OF DUST FROM CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.



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LIBERTY PARK SOUTH
 GRADING, SEDIMENT & VEGETATION CONTROL
 DESIGNER: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 1277828-4
 C-7
 No. 2872



PIEDMONT VEGETATIVE COVERS

CALENDAR MONTH	TEMPORARY SEED	APPLICATION RATE/ACRE	PERMANENT SEED	APPLICATION RATE/ACRE
1. CALENDAR	RYE GRASS	20--40 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA	8-10 LB. 30-40 LB.
2. FEBRUARY			UNHULLED BERMUDA FESCUE	8-10 LB. 30-50 LB.
3. MARCH	RYE ANNUAL LESPEDEZA WEeping LOVE GRASS	2-3 BU. 20-25 LB. 4-6 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
4. APRIL	RYE BROWN TOP MULLET ANNUAL LESPEDEZA SUDAN ANNUAL	2-3 BU. 30-40 LB. 20-25 LB. 35 LB.	WEeping LOVE GRASS HULLED BERMUDA BAWA	4-6 LB. 5-6 LB. 40-60 LB.
5. MAY	WEeping LOVE GRASS SUDAN GRASS BROWN TOP MULLET	4-6 LB. 35 LB. 30-40 LB.	WEeping LOVE GRASS HULLED BERMUDA BAWA	4-6 LB. 5-6 LB. 40-60 LB.
6. JUNE	WEeping LOVE GRASS SUDAN GRASS BROWN TOP MULLET	4-6 LB. 35 LB. 30-40 LB.	WEeping LOVE GRASS HULLED BERMUDA BAWA	4-6 LB. 5-6 LB. 40-60 LB.
7. JULY	WEeping LOVE GRASS SUDAN GRASS BROWN TOP MULLET	4-6 LB. 35 LB. 30-40 LB.	TALL FESCUE	30-50 LB.
8. AUGUST	RYE GRASS WEeping LOVE GRASS	4050 LB. 4-6 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA	8-10 LB. 30-40 LB.
9. SEPTEMBER			FESCUE	30-50 LB.
10. OCTOBER	WHEAT	2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA	8-10 LB. 30-40 LB.
11. NOVEMBER	WHEAT	2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
12. DECEMBER	RYE GRASS WHEAT	2-3 BU. 40-50 LB. 2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.

- USE A MINIMUM OF 40 LBS. SCARIFIED SEED. THE REMAINING MAY BE USE UN SCARIFIED, CLEAN HULLED SEED
- USE EITHER COMMON SERIAL OR INTERSTATE SERICEA LESPEDEZA

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT IN ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTIONS, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

HYDRAULIC SEEDING EQUIPMENT WHEN HYDRAULIC SEEDING AND FERTILIZING ARE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND SUPPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING. THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 2% OF THE GROUND SURFACE EXPOSED. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER)

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
SERICIA LESPEDEZA, SCARIFIED	60 LBS	3/1-6/15
WEeping LOVE GRASS, OR COMMON BERMUDA, HULLED	4 LBS.	
FESCUE	60 LBS.	4/1-10/31
SERICIA LESPEDEZA, UNCERTIFIED	40 LBS.	
FESCUE LESPEDEZA, UNCERTIFIED	40 LBS.	11/1-12/28
RYE	75 LBS.	
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15-8/31

- B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL
 FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS/ACRE
- C. SECOND YEAR TREATMENT:
 FERTILIZER (0-20-20 OR EQUIVALENT) 500 LBS/ACRE

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED ON ROAD CUT AND FILL SLOPES, SHOULDERS AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTIONS. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY & BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING & CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIALS ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIP GRADE, SHAPE AND SMOOTH WHERE NEEDED TO PREPARE THE SEEDING AREA. MULCHING SHALL BE DONE WITH EITHER WOOD CELLULOSE FIBER MULCH OR WOOD PULP MULCH. MULCH SHALL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDING PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED, AND FIRMED. SEEDING WILL BE DONE WITH A CULTIPACKER-SEEDER, ROTARY SEEDER, OR OTHER MECHANICAL SEEDING EQUIPMENT. SEED SHALL BE DISTRIBUTED UNIFORMLY ABOUT 2% OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD BY EITHER BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT WAS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION ARE AS FOLLOWS:

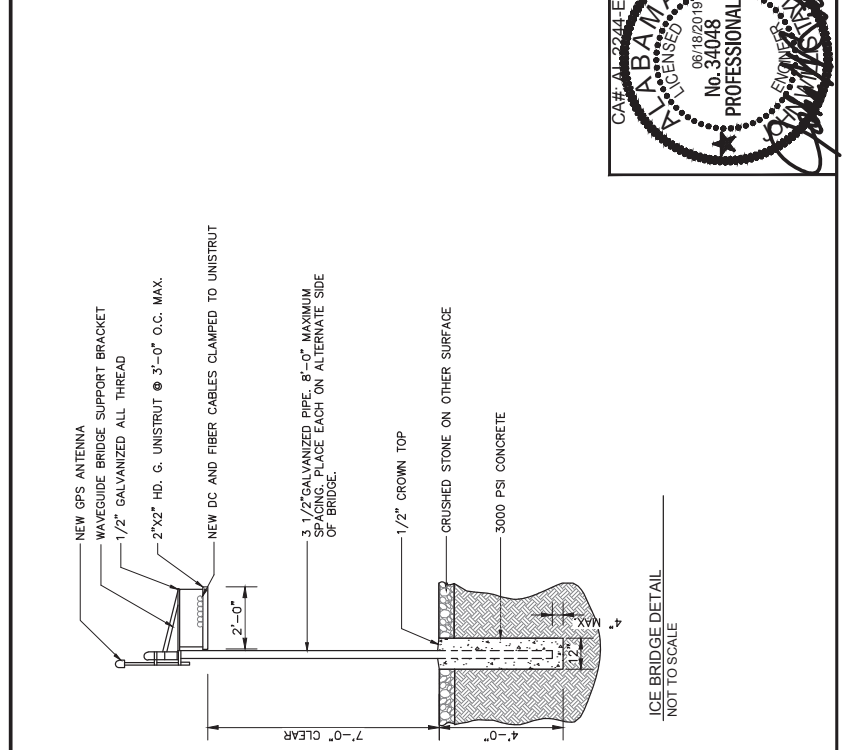
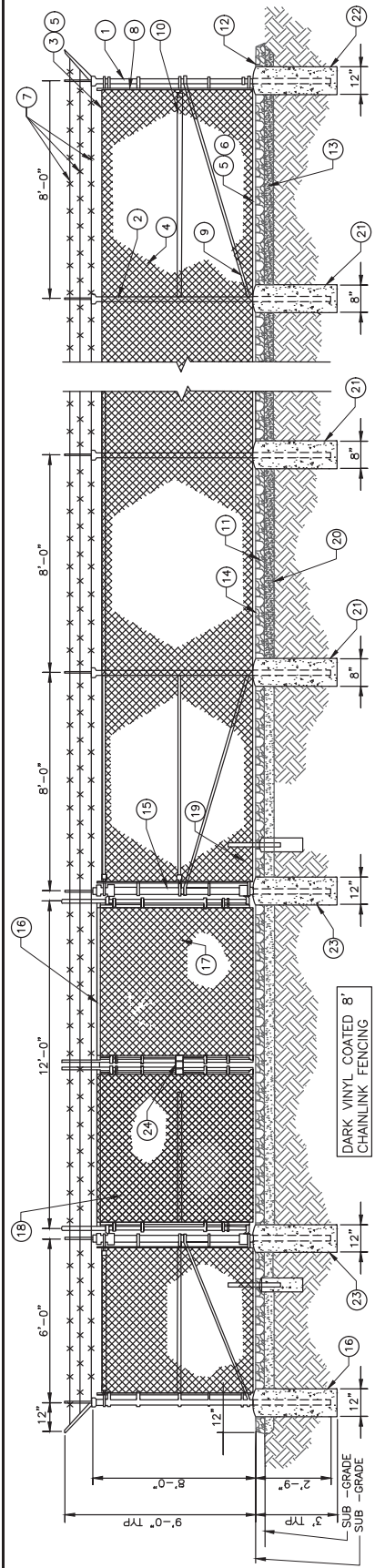
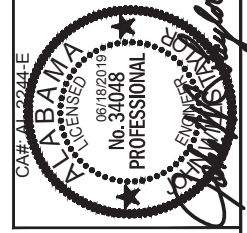
A. SEEDING WITH MULCH: (CONVENTIONAL SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1)

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
HULLED COMMON BERMUDA GRASS	10 LBS	3/1-6/15
FESCUE	50 LBS	9/1-10/31
RYEGRASS	50 LBS	11/1-2/28
HAY MULCH FOR TEMPORARY COVER	5000 LBS	6/15-8/31

- B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL
 FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS/ACRE
- C. SECOND YEAR TREATMENT:
 FERTILIZER (0-20-20 OR EQUIVALENT) 800 LBS/ACRE

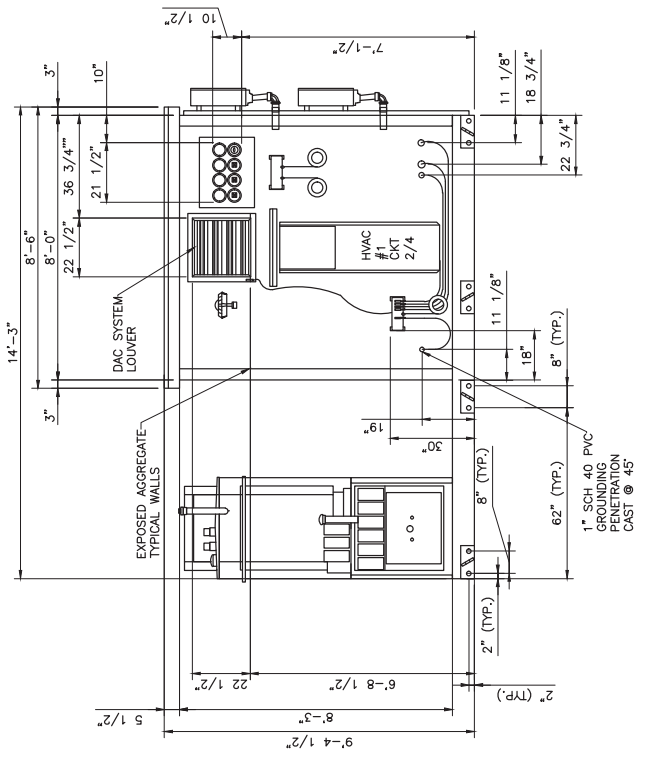
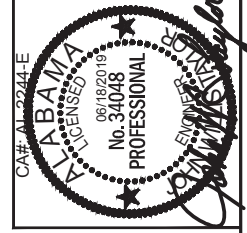
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DESIGNED: JDC	BLDG. CODE: 100
DRAWN: JDC	PROJ. NO.: 18010
CHECKED: JDC	JOB #: 1277828-4



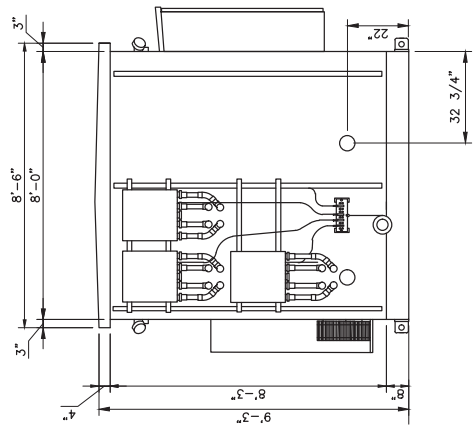
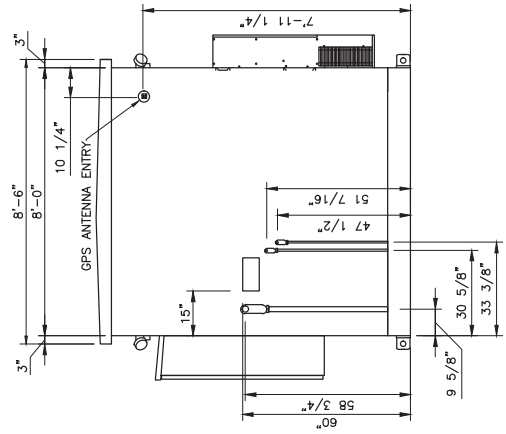
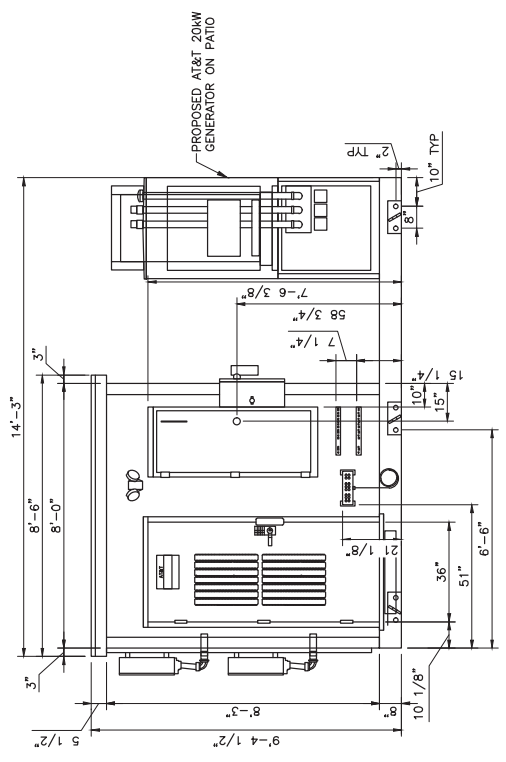
- GENERAL NOTES:**
- INSTALL FENCING PER ASTM F-567
 - INSTALL SWING GATES PER ASTM-900
 - LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED
 - POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP ASTM A132 GRADE "M" STEEL). ALL GATE FRAMES SHALL BE WELDED, ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL)
 - ALL OPEN POSTS SHALL HAVE END-CAPS
 - USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS
 - ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC
 - USE COMMERCIAL GRADE MATERIALS ONLY
- REFERENCE NOTES:**
- CORNER END OR PULL POST: 3" NOMINAL SCHEDULE 40 PIPE.
 - 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK
 - 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
 - FINISH GRADE SHALL BE UNIFORM AND LEVEL
 - GATE POST: 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 4 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083
 - GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083
 - GATE FRAME: 1 5/8" PIPE, PER ASTM-F1083
 - GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE
 - DUCK BILL OPEN GATE HOLDER, VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION
 - GEOMETRIES FABRIC
 - LINE POST: CONCRETE FOUNDATION (2000 PSI)
 - CORNER POST: CONCRETE FOUNDATION (2000 PSI)
 - GATE POST: CONCRETE FOUNDATION (2000 PSI)
 - STYMIE LOCK OR EQUIVALENT

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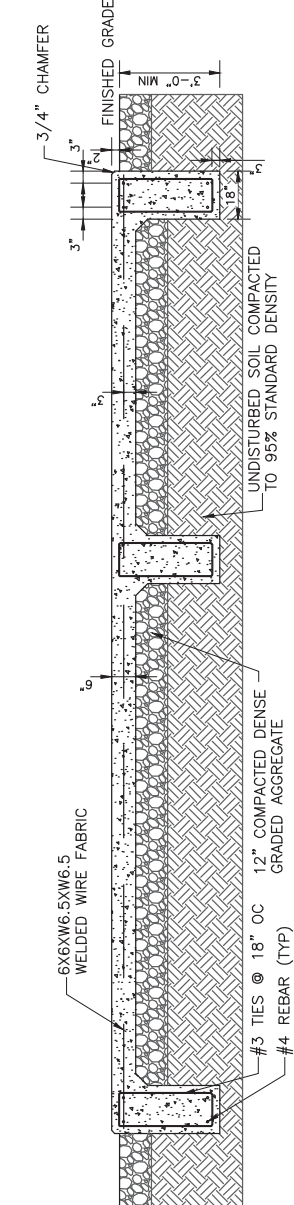
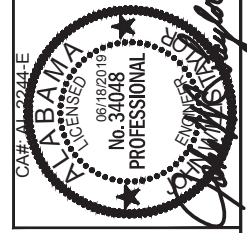
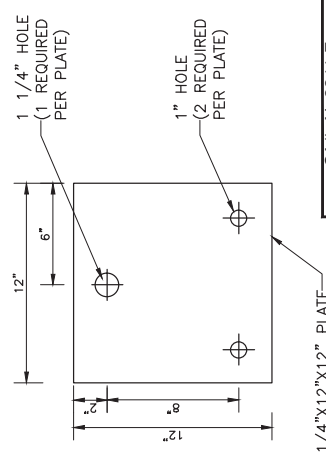
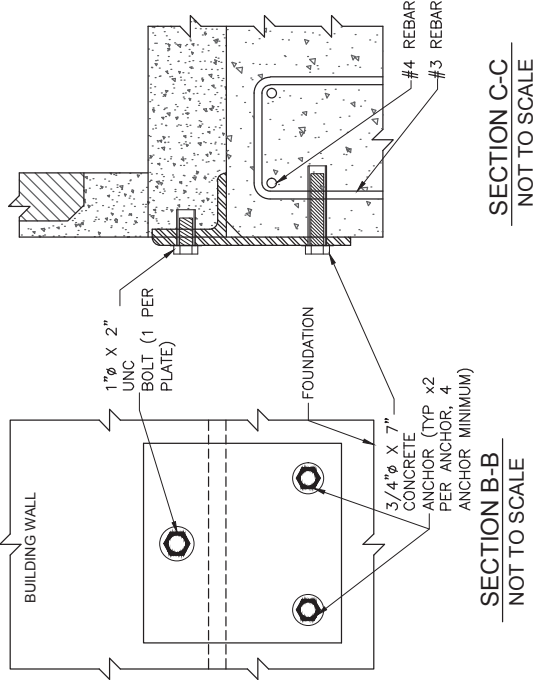
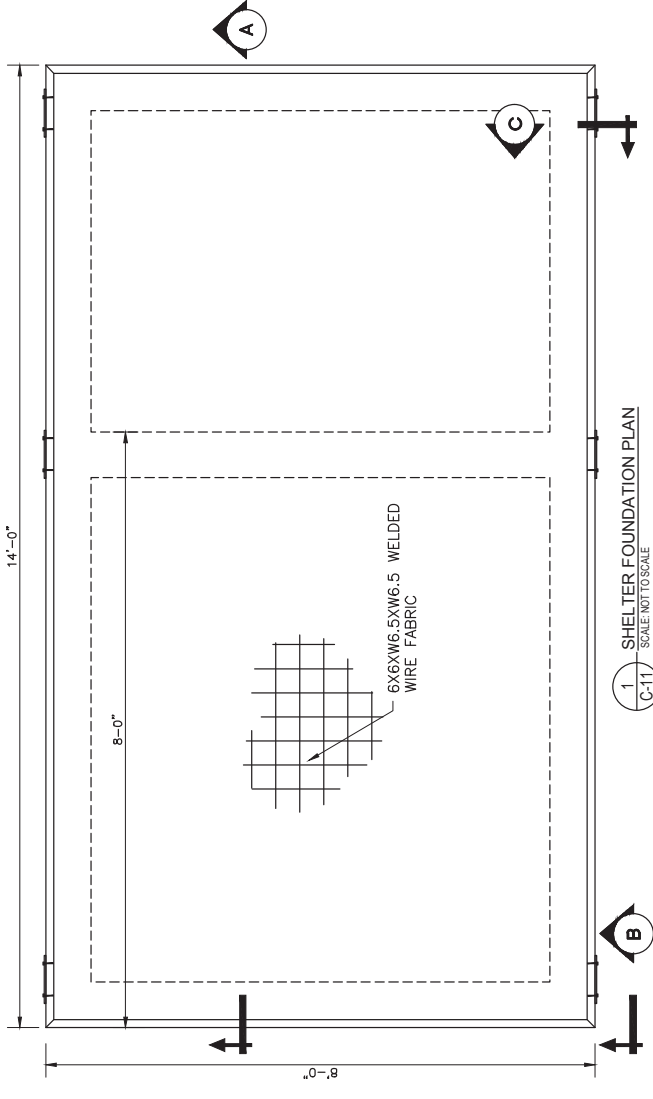
- 1) PLANS, SECTIONS AND DETAILS SHOWN ON THIS DRAWING REPRESENT CARRIER SUPPLIED STANDARD SHELTER DRAWINGS AND REQUIREMENTS.
- 2) SMW ENGINEERING HAS INCORPORATED SHELTER DRAWINGS AND REQUIREMENTS FOR CONTRACTOR INFORMATION ONLY.
- 3) UPON SELECTION OF VENDOR, CERTIFIED SHOP DRAWINGS SHALL BE SUPPLIED FOR REVIEW AND APPROVAL.



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DESIGNED: JDC	DRIVING: JDC
CHECKED: JDC	
JOB #: 1277828	

C-11

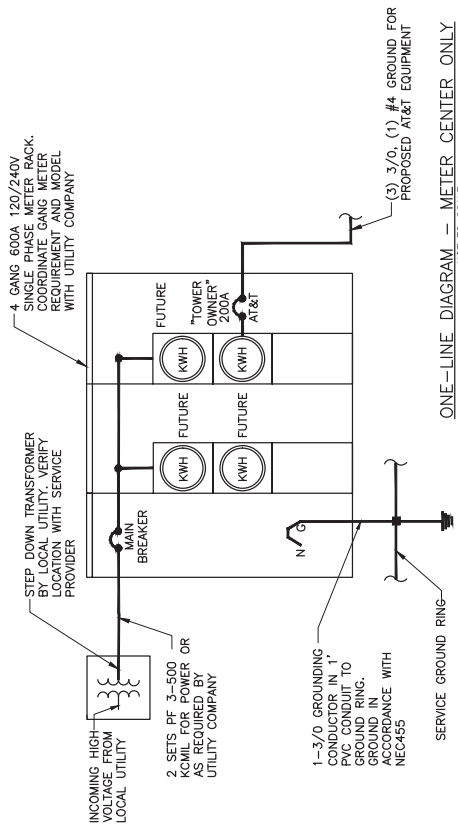


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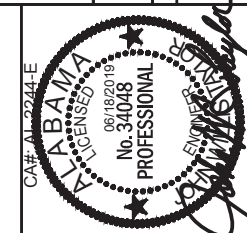
1. SLAB TO BE LEVEL $\pm 1/4"$.
2. FOOTING TO EXTEND A MINIMUM OF 24" BELOW UNDISTURBED SOIL OR 6" BELOW FROST LINE.
3. FINAL SITE DESIGN IS THE RESPONSIBILITY OF THE SITE CONTRACTOR.
4. CONTRACTOR SHALL VERIFY DESIGN WITH ACTUAL SITE CONDITIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
5. SLAB FOUNDATION DESIGNED ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
6. SLAB FOUNDATION DESIGNED ASSUMING MAXIMUM SOIL PLASTICITY INDEX OF 27.
7. CONCRETE STRENGTH SHALL BE A MINIMUM OF 3000 PSI.
8. CONTRACTOR SHALL VERIFY DIMENSIONS AND BOLT LAYOUT WITH SELECTED SHELTER.

ELECTRICAL INSTALLATION NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELLORDIA
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELLORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL), THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR CAPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS THROUGH AND BETS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A, AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.
28. THE SUBCONTRACTOR SHALL LABEL THE METER BASE PER LOCAL UTILITY REQUIREMENTS.



ONE-LINE DIAGRAM - METER CENTER ONLY
NOT TO SCALE



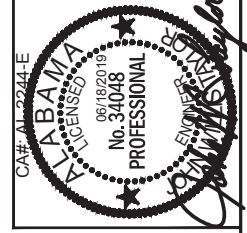
LIBERTY PARK SOUTH
ELECTRICAL SPECS & ONE-LINE DIAGRAM
 Exhibit A - Ordinance No. 2872
 DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 1277828
E-1

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/06/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS

at&t
SMW
 10-107172



#	DATE	DESCRIPTION
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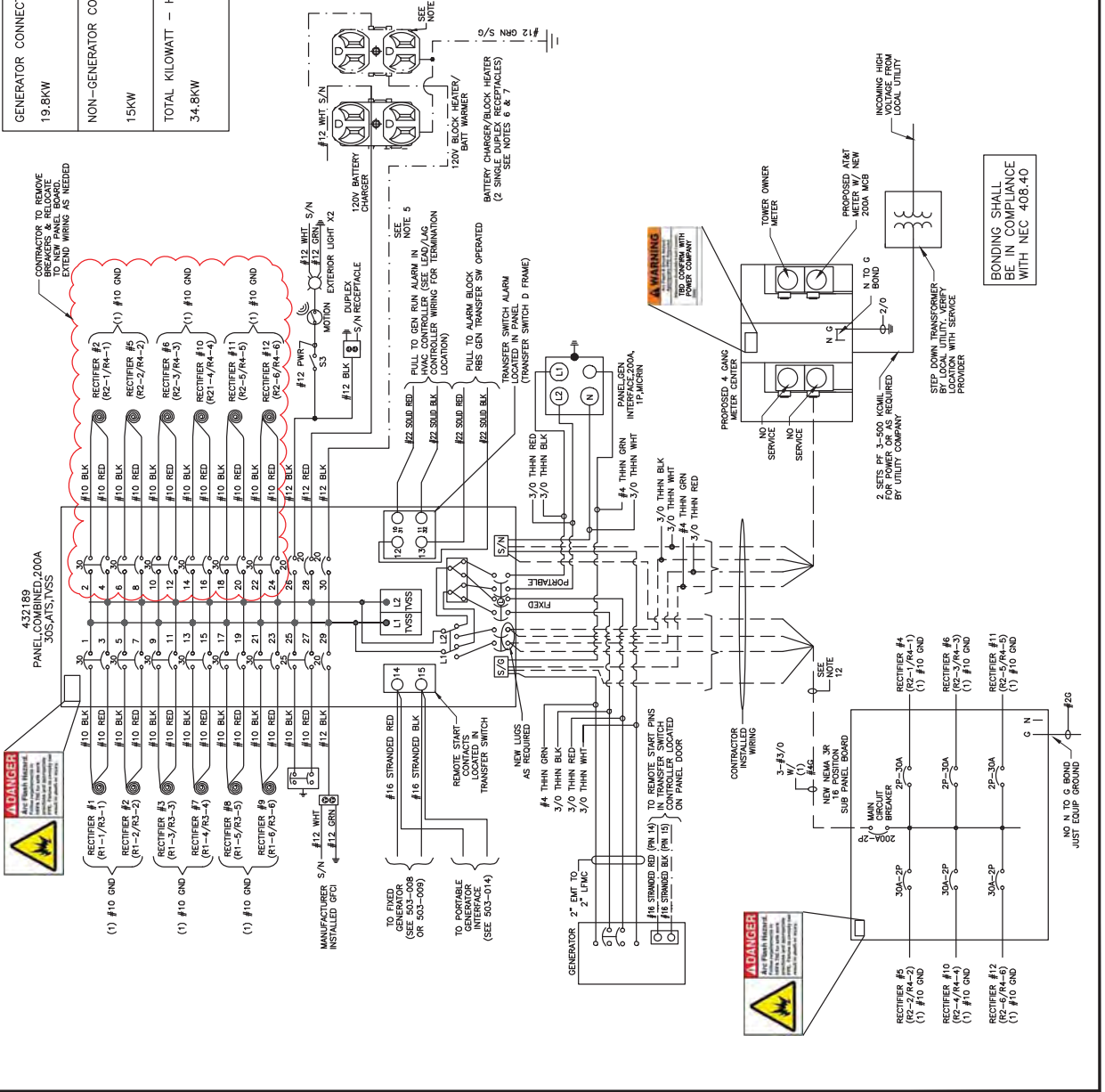


- KEY NOTES:**
- INSTALL ARC FLASH HAZARD LABEL ON ANY EQUIPMENT WITH AC POTENTIAL NEC 110.16 AND 110.24.
 - INSTALL MAXIMUM AVAILABLE LABEL WITH CURRENT (MAFC) LABEL WITH VOLTAGE, PHASE, AND DATE ON SERVICE DISCONNECT, SECONDARY DISCONNECT, AND OR DISTRIBUTION PANEL UNTIL MAFC IS BELOW OCPD KAIC RATING NEC 110.16 AND 110.24.
 - FIELD VERIFY EXISTING CONDITIONS AND DOCUMENT ELECTRICAL INFORMATION AS BUILT FOR USES AND ANY CHANGES MADE PER THIS SCOPE OF WORK.

GENERATOR CONNECTED LOAD
19.8KW
NON-GENERATOR CONNECTED LOAD
15KW
TOTAL KILOWATT - HOUR LOAD
34.8KW

GENERAL NOTES:

- CONTRACTOR SHALL CONFIRM THAT THE CURRENT ELECTRICAL SYSTEM IS AS SHOWN IN THIS SET OF ELECTRICAL DRAWINGS. CONTRACTOR SHALL EITHER NOTIFY THE ENGINEER OF THE DISCREPANCY OR MAKE THE NECESSARY CORRECTIONS AS REQUIRED.
- ALL CONDUCTORS SHALL BE COPPER, 75 DEGREES C RATED, AND CONDUCTOR INSULATION SHALL BE THWN OR THHN
- ALL TERMINATIONS SHALL BE LISTED AND IDENTIFIED FOR USE WITH 75C RATED CONDUCTORS OPERATING AT 75C
- GROUND FAULT PROTECTION REQUIRED FOR UTILITY RECEPTACLES.
- SERVICE NEUTRAL SHALL BE GROUNDED AT ONE LOCATION ONLY.
- WHITE/NEUTRAL, GREEN/GROUND SHALL BE MAINTAINED THROUGHOUT THE SITE ELECTRICAL SYSTEM.
- EQUIPMENT LOCATED OUTSIDE OR EXPOSED TO MOISTURE SHALL BE IN NEMA 3R RATED.
- CONTRACTOR SHALL USE SCHEDULE 80 PVC CONDUIT THROUGHOUT, UNLESS OTHERWISE NOTED.
- ALL NEWLY INSTALLED EQUIPMENT SHALL BE RATED AT 10K AIC MINIMUM. HIGHER RATINGS SHALL BE REQUIRED WHERE AVAILABLE FAULT CURRENT EXCEEDS THIS VALUE. EXACT FAULT CURRENT AVAILABLE SHALL BE COORDINATED WITH LOCAL UTILITY BASED ON EXACT CONDITIONS (XFMR SIZE, PERCENT IMPEDANCE, LENGTH OF CONDUCTORS, ETC, OR AS SHOWN IN THESE DRAWINGS).
- CONTRACTOR TO VERIFY THAT EXISTING POWER FEED IS AT LEAST 200A, 120/240 VAC.
- ELECTRICAL CONTRACTOR TO VERIFY ADDITIONAL/PROPOSED LOADING DOES NOT EXCEED SYSTEM CAPACITY. PLEASE NOTIFY SMW WITH ANY DISCREPANCIES.
- ANY FEEDER TAPS SHALL BE INSTALLED AS REQUIRED TO MEET THE REQUIREMENTS OF NEC SECTION 240.21. NOTE THE SUB PANEL SHALL BE CONNECTED AS SHOWN ON THIS DRAWING TO INCLUDE A MEANS OF DISCONNECT AND OVERCURRENT PROTECTION BY ADDING A TWO POLE MAIN CIRCUIT BREAKER IN A WALL MOUNTED PANEL BOARD WITH ADDITIONAL WIRING AND CONDUIT AS REQUIRED.

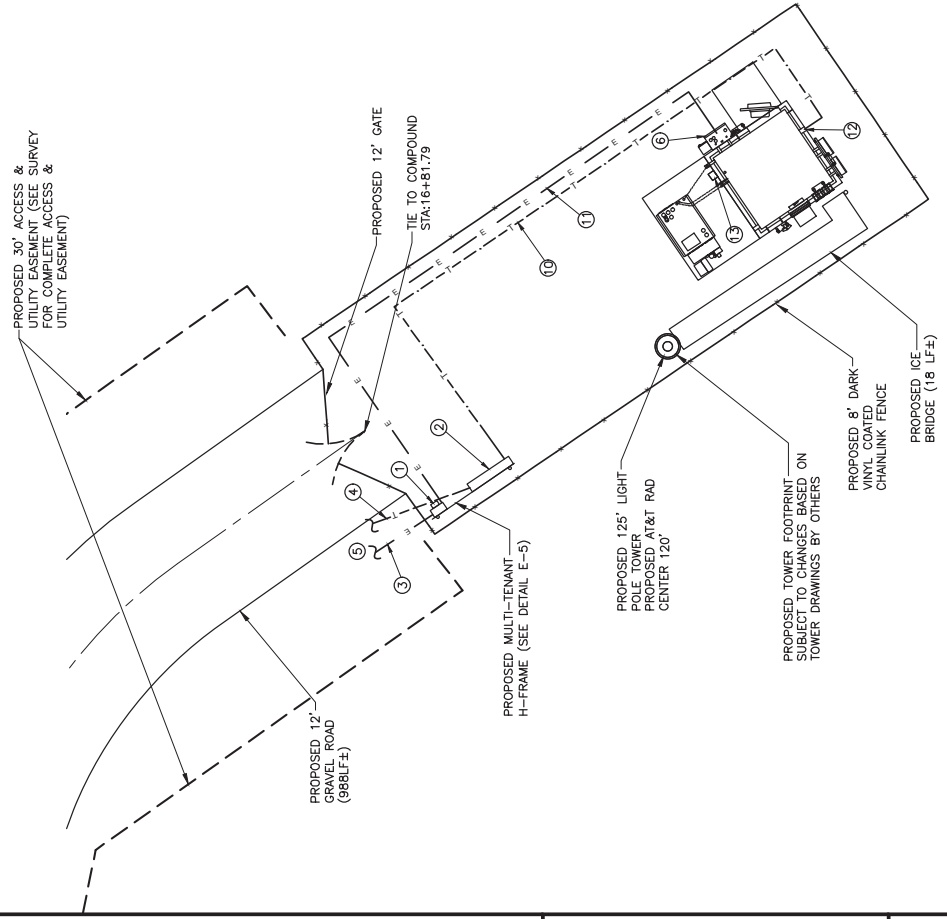
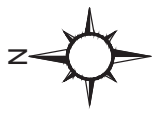
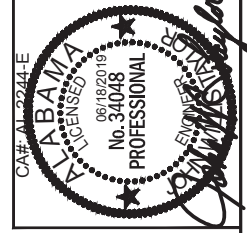


BONDING SHALL BE IN COMPLIANCE WITH NEC 408.40

#	DATE	DESCRIPTION
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3	03/08/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	06/18/19	REVISED PER CLIENT COMMENTS

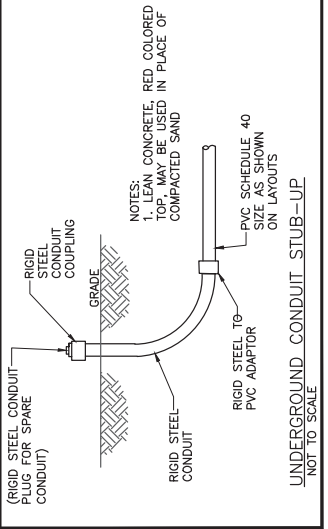
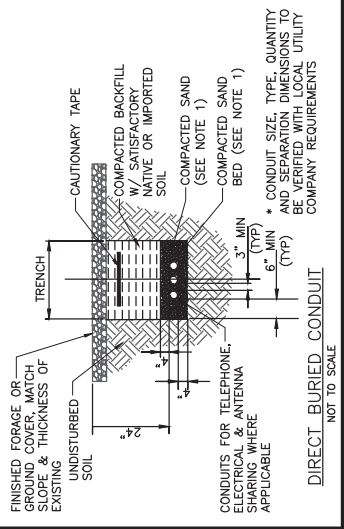
DESIGNED: JDS	DATE: 06/18/2019
DRAWN: BLS	
CHECKED: JDS	
JOB #: 1277828	

E-2



1 UTILITY SITE PLAN
E-2 SCALE: 1" = 10'

- ELECTRICAL KEY NOTES**
- PROPOSED 4 GANG METER PANEL. SEE SHEET E-5 FORMOUNTING DETAILS. SEE SHEET E-1 FOR ELECTRICAL ONE-LINE DIAGRAM ELECTRICAL KEY NOTES
 - PROPOSED 48"x48"x12" TELCO CABINET. SEE E-5 FOR MOUNTING DETAILS
 - PROPOSED (2) 3" PVC CONDUIT FOR POWER SERVICE
 - PROPOSED (1) 4" PVC CONDUIT W/ INNERDUCTS FOR TELCO SERVICE
 - PROPOSED SERVICE TO BE COORDINATED WITH UTILITY PROVIDER FOR FINAL CONNECTION TO EXISTING UTILITIES
 - PROPOSED ELECTRICAL LOAD CENTER
 - NOT USED
 - NOT USED
 - NOT USED
 - PROPOSED TRENCH FOR NEW U/G TELCO SERVICES (70"±) (1) 4"Ø PVC W/ (3) 1"-1/4" INNERDUCTS AND MULE TAPE FROM NEW COMMUNITY UTILITIES RACK TO NEW AT&T EQUIPMENT CABINET.
 - PROPOSED TRENCH FOR NEW U/G ELECTRICAL SERVICE (70"±) (1) 2"Ø PVC FROM NEW COMMUNITY UTILITIES RACK TO NEW AT&T EQUIPMENT CABINET.
 - PROPOSED TELCO ACCESS
 - PROPOSED 200A 16 POSITION PANEL BOARD W/ 200A MCB. CONTRACTOR PROVIDED & INSTALL. FINAL LOCATION TO BE DETERMINED.





SWM # 10-10712

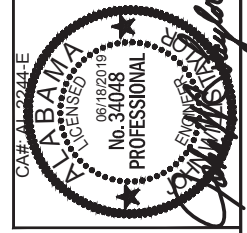


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5	08/18/19	REVISD PER CLIENT COMMENTS

LIBERTY PARK SOUTH
 OVERALL UTILITY
 SITE PLAN

DESIGNED: JDS
 DRAWN: BLS
 CHECKED: JDS
 JOB #: 1277828

Exhibit A - Ordinance No. 2872
 E-2.1



TELCO REDLINES TO BE
 PROVIDED AT LATER DATE

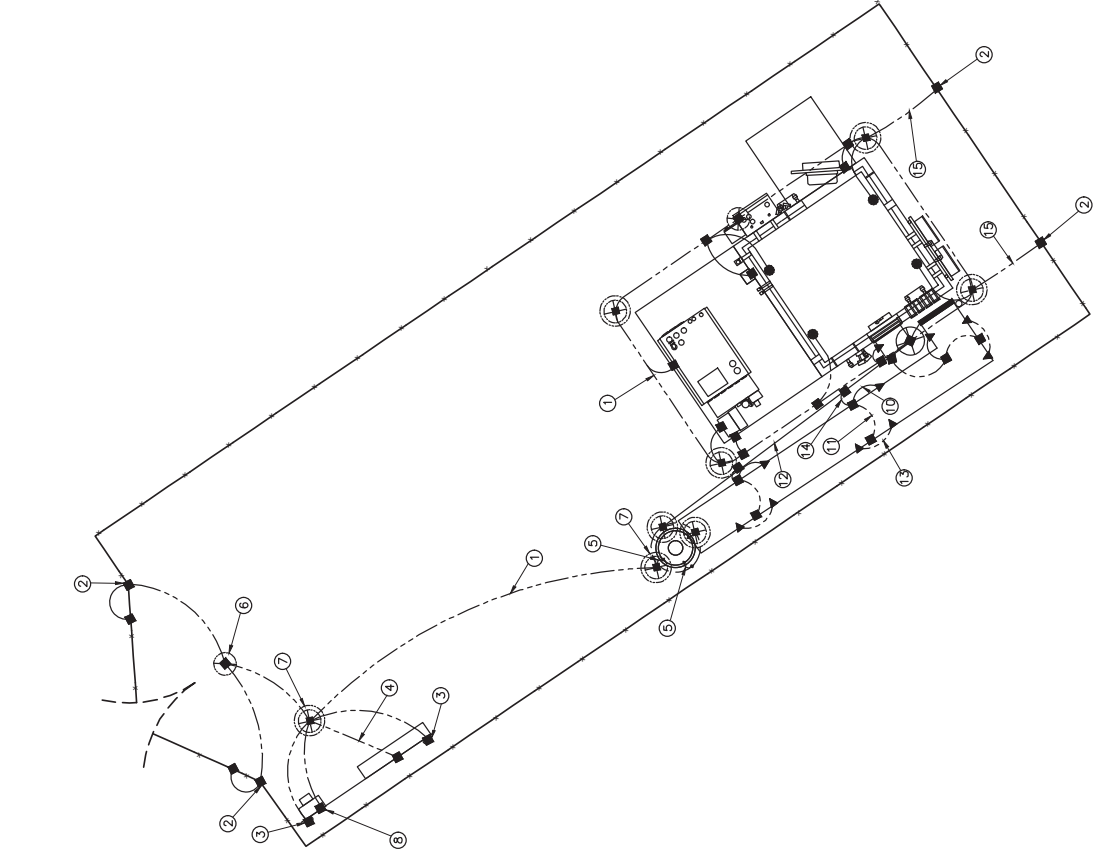
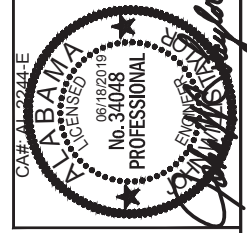
1 UTILITY SITE PLAN
 E-2.1 SCALE: N.T.S.

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LIBERTY PARK SOUTH
GROUNDING
SITE PLAN

DESIGNED: JDS
DRAWN: BLS
CHECKED: JDM
JOB # 1277828

Exhibit A - Ordinance No. 2872
E-3

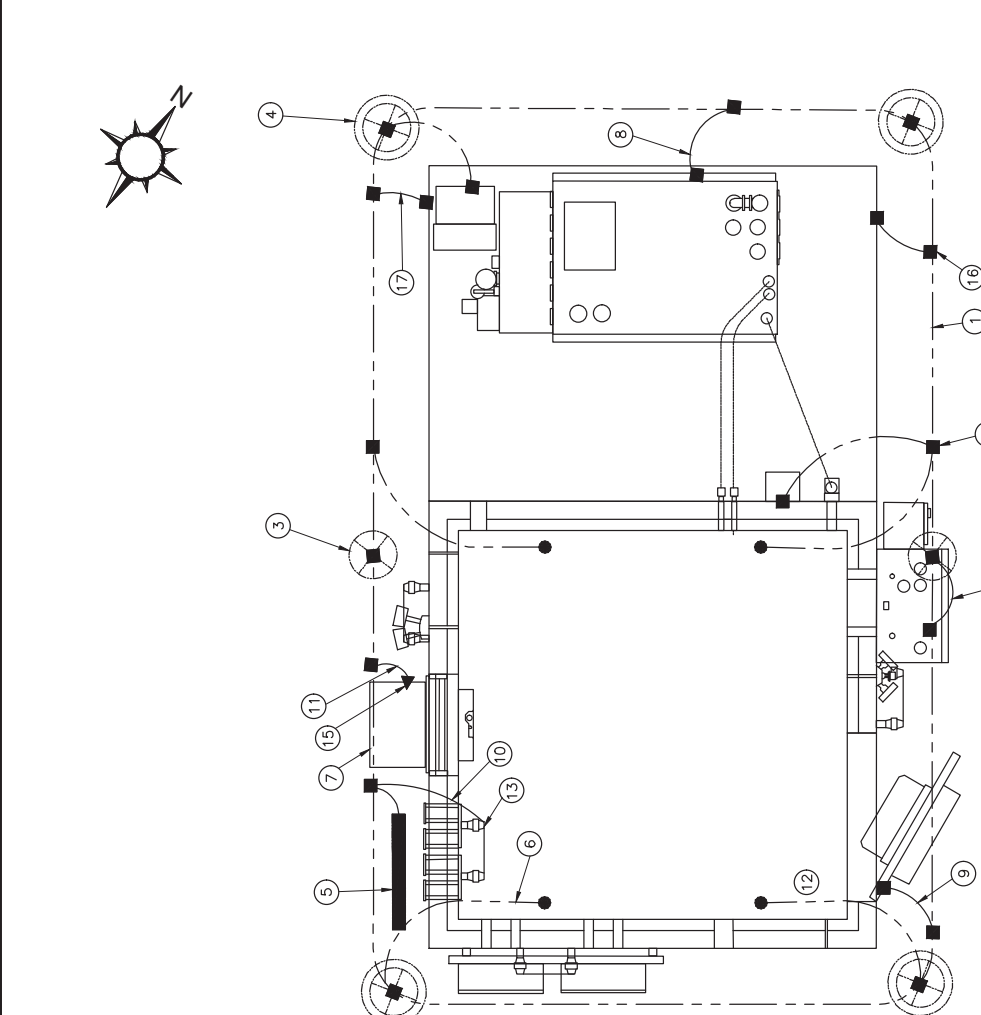
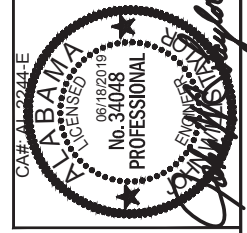


- ① #2 AWG BARE TINNED SOLID COPPER GROUND RING BURIED 30" BELOW GRADE (TYP)
- ② BOND FENCE & GATE POSTS TO GROUND RING WITH CADWELD CONNECTION (TYP)
- ③ BOND ALL H-FRAME POSTS TO GROUND RING
- ④ BOND TELCO BUSS BAR TO GROUND RING
- ⑤ BOND TOWER BASE PLATE AT EACH LEG TO TOWER GROUND RING PER TOWER OWNER SPECIFICATIONS
- ⑥ PROPOSED GROUND ROD (TYP)
- ⑦ PROPOSED GROUND ROD WITH INSPECTION WELL
- ⑧ 1-#3/0 GROUNDING TO CONDUCTOR IN 1" PVC CONDUIT TO GROUND RING
- ⑨ BOND TOWER LIGHTING CONTROLLER TO GROUND RING PER THE MANUFACTURERS SPECIFICATIONS
- ⑩ #2 AWG GREEN INSULATED JUMPER FROM ICE BRIDGE POST TO GRIPSTRUT
- ⑪ ICE BRIDGE GROUND (POST TO POST)
- ⑫ #2 AWG COPPER GROUND WIRE TO TOWER GROUND RING (TYP x2)
- ⑬ #2 AWG GREEN INSULATED JUMPER AT ICE BRIDGE SPLICES
- ⑭ #2 AWG TINNED COPPER WIRE GROUND FROM ICE BRIDGE POST TO CLOSEST GROUND RING (TYP)
- ⑮ #2 AWG GROUND FENCE POST TO SHELTER OR GENERATOR GROUND RING (TYP)

1 GROUNDING SITE PLAN
E-3 SCALE: 1"=10'

#	DATE	DESCRIPTION
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5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED:	JDS
DRAWN:	BLS
CHECKED:	JDM
JOB #:	11277828



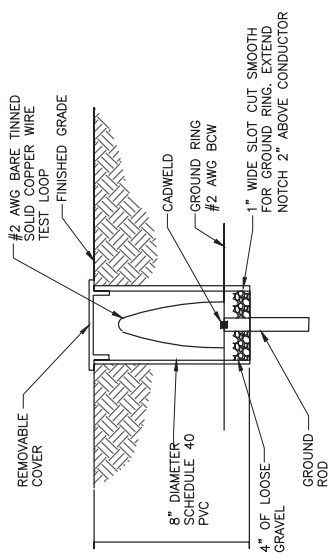
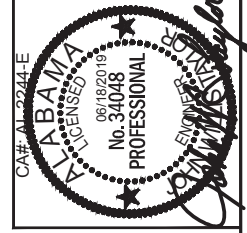
LEGEND:

- 1 #2 AWG TINNED COPPER WIRE GROUND RING AROUND EQUIPMENT SHELTER AND GENERATOR @ DEPTH OF 30" MIN
- 2 EXOTHERMIC WELD (GADWELD) (TYP)
- 3 COPPER CLAD GROUND ROD (TYP) 5/8" x 10' LONG
- 4 5/8" x 10' GROUND ROD W/INSPECTION WELL
- 5 COAX EXTERIOR GROUND BAR MOUNTED ON INSULATORS BOND TO GROUND RING W/#2 SOLID TINNED COPPER WIRE (2PLCS) AND INTERIOR HALO RING. (TYP X2)
- 6 #2 AWG TINNED COPPER WIRE FROM INTERIOR HALO GROUND RING TO EQUIPMENT GROUND RING (4PLCS)
- 7 A/C UNIT GROUND (TYP X2)
- 8 GROUND LEAD TO GENERATOR RECEPTACLE
- 9 GROUND LEAD TO EXTERIOR DOOR FRAME
- 10 GROUND LEAD FROM INTERIOR GROUND BAR TO EXTERIOR GROUND RING
- 11 GROUND LEAD TO AC EQUIPMENT
- 12 #2 AWG GROUND LEAD TO INTERIOR TELCO BOX
- 13 INTERIOR GROUND BAR
- 14 #2 AWG COPPER LEAD FROM NEW ATS TO EQUIPMENT GROUND RING
- 15 2 HOLE BOLTED CONNECTION (TYP X2)
- 16 #2 AWG TINNED COPPER WIRE GROUND FROM SHELTER MOUNTING PLATE TO GROUND RING (TYP X6)
- 17 #2 AWG SOLID TINNED COPPER GROUND WIRE CONNECT TO GROUND RING AND STEEL REBAR IN CONCRETE FOUNDATION. EXOTHERMIC ALLY WELD. TEST FOR RESISTANCE. (5 OHMS OR LESS) VERIFY WELD NON-POROUS OR RE-WELD.

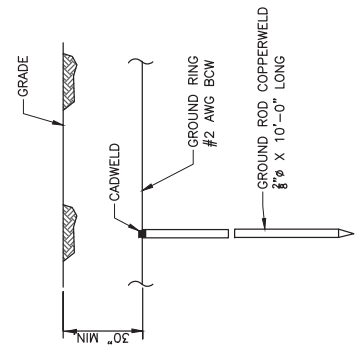
GROUNDING NOTE:

1. GROUNDING RING TO EARTH RESISTANCE SHALL NOT EXCEED 5 OHMS. TESTING SHALL BE COMPLETED PRIOR TO AC POWER TURN-ON. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER IF RESISTANCE EXCEEDS 5 OHMS.
2. METALLIC OBJECTS WITHIN 6' OF THE TOWER GROUND RING MUST BE BONDED TO THE TOWER GROUND RING W/ A MINIMUM #6 AWG BARE COPPER CONDUCTOR.

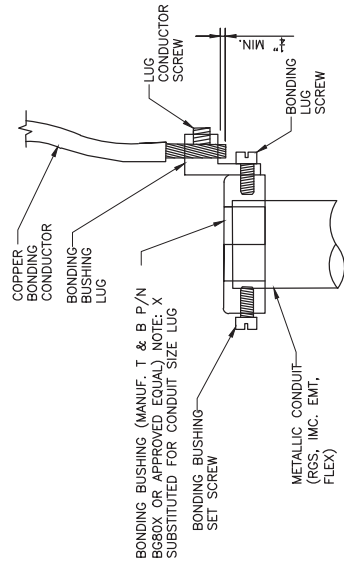
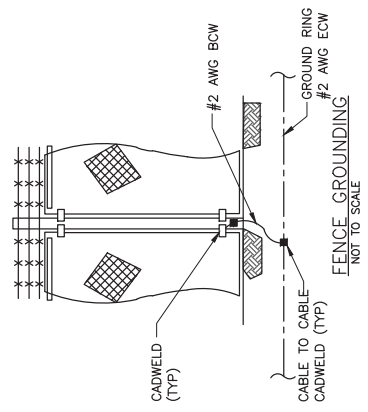
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GROUND ROD INSPECTION WELL
NOT TO SCALE



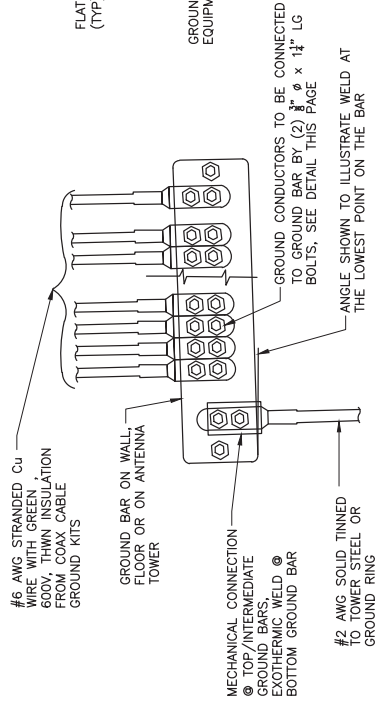
GROUND ROD DETAIL
NOT TO SCALE



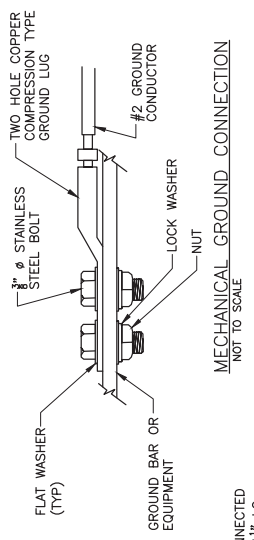
- DIRECTIONS:
1. MOUNT BONDING BUSHING INTO CONDUIT
 2. TIGHTEN BOND BUSHING SET SCREW
 3. INSERT COPPER CONDUCTOR INTO LUG
 4. TIGHTEN LUG CONDUCTOR SCREW
 5. TIGHTEN BONDING LUG SCREW

NOTE: BONDING BUSHING, SET SCREW, LUG, LUG SCREW, CONDUCTORS, LUG SCREW SHOWN AS COMPLETE UNIT

CONDUIT BOND/GROUND BUSHING
NOT TO SCALE



INSTALLATION OF GROUND WIRE TO COAX CABLE GROUND BAR
NOT TO SCALE

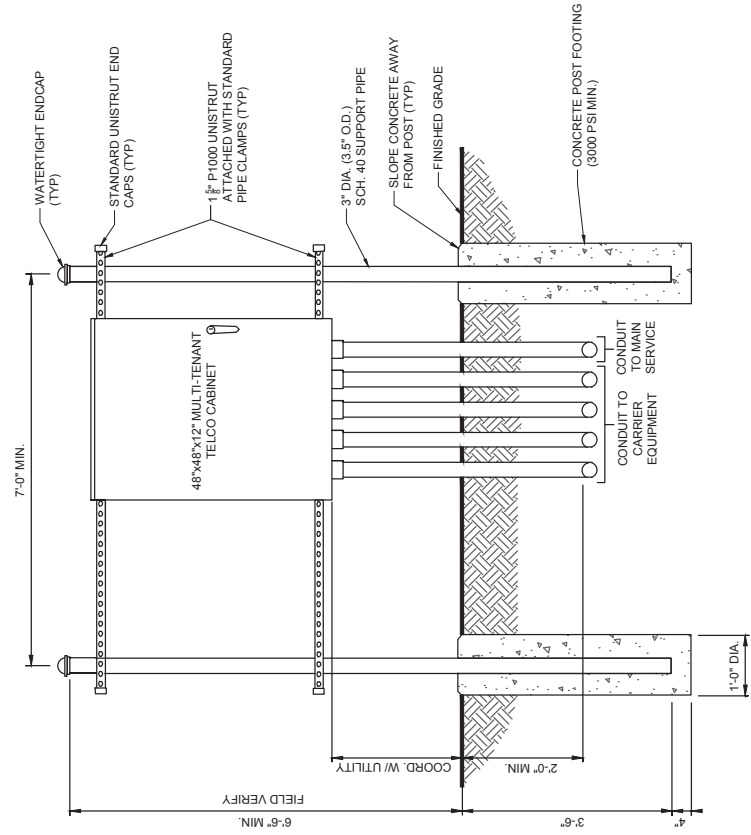
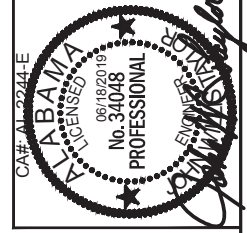


MECHANICAL GROUND CONNECTION
NOT TO SCALE

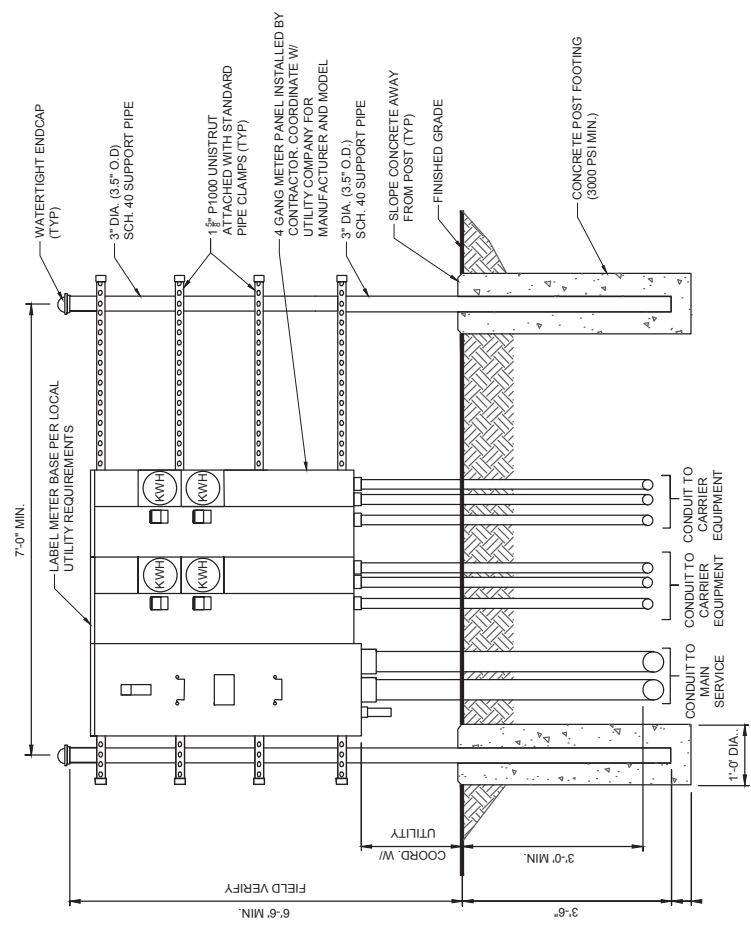
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DESIGNED: JDB
DRAWING: BLS
CHECKED: JDB
JOB # 1277828

E-5



UTILITY FRAME DETAIL (TELCO)
NOT TO SCALE

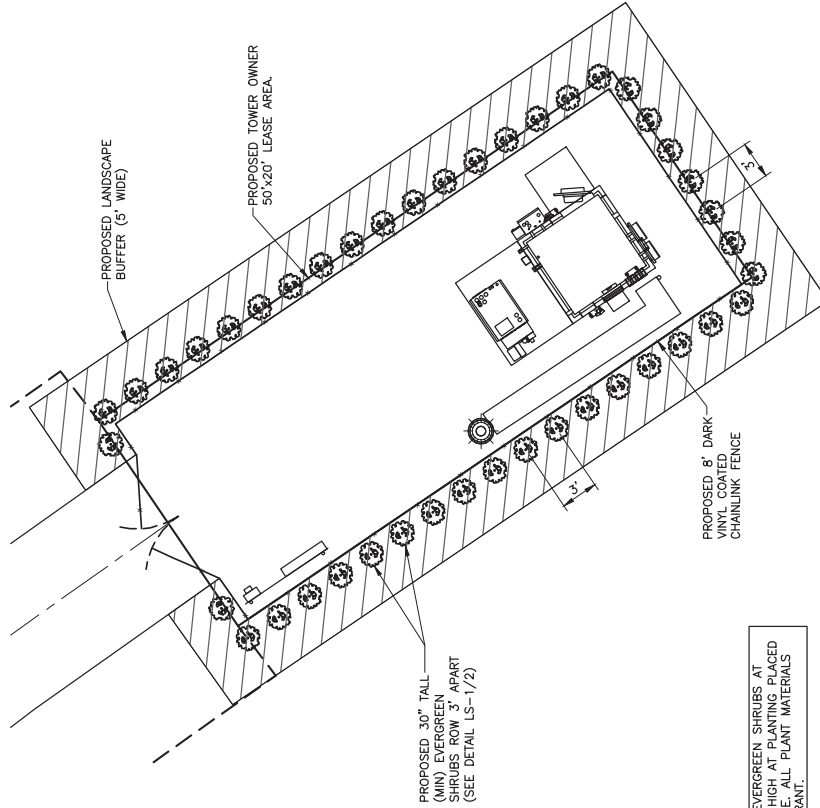


UTILITY FRAME DETAIL (GANG METER)
NOT TO SCALE

- NOTES:
- CONTRACTOR SHALL FIELD LOCATE THE METER PEDESTAL AS SHOWN ON SITE AND FIELD VERIFY THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
 - THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
 - THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND ROD REQUIREMENTS. IF REQUIRED, THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TESTS.
 - SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED. PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
 - TELCO CABINET SHALL BE 48"x48"x12" HOFFMAN OR EQUIVALENT. PROVIDE 3/4" PLYWOOD BACKBOARD INSIDE THE MULTI-TENANT TELCO CABINET.
 - ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXACT METER PANEL INSTALLED. CONTRACTOR SHALL FIELD COORDINATE ADJUSTMENTS AND INFORM THE ENGINEER IF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.

PLANTING SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	SPACING	SYMBOL	REMARKS
Ich	50	Ilex crenata 'Helleri'	Helleri Holly	30"	SHRUB EVERGREEN	3'-0" O.C.		B & B OR CONTAINER



A CONTIGUOUS HEDGE OF EVERGREEN SHRUBS AT LEAST THIRTY (30) INCHES HIGH AT PLANTING PLACED IN FRONT OF THE TREE LINE. ALL PLANT MATERIALS SHALL BE XERISCAPE TOLERANT.

SUBJECT PROPERTY IS LOCATED IN PANEL #10107300581G, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

1. LANDSCAPING SITE PLAN
SCALE 1"=10'



SMW # 10-10712



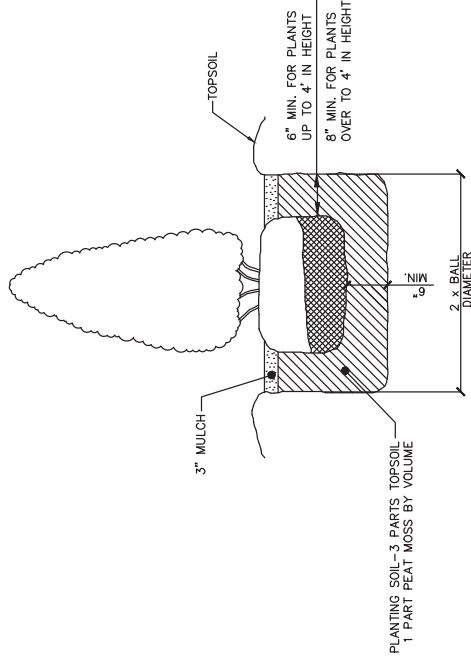
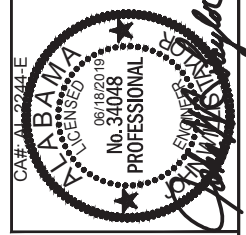
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LIBERTY PARK SOUTH LANDSCAPING SITE PLAN

DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 11277828

Exhibit A - Ordinance No. 2872

LS-1

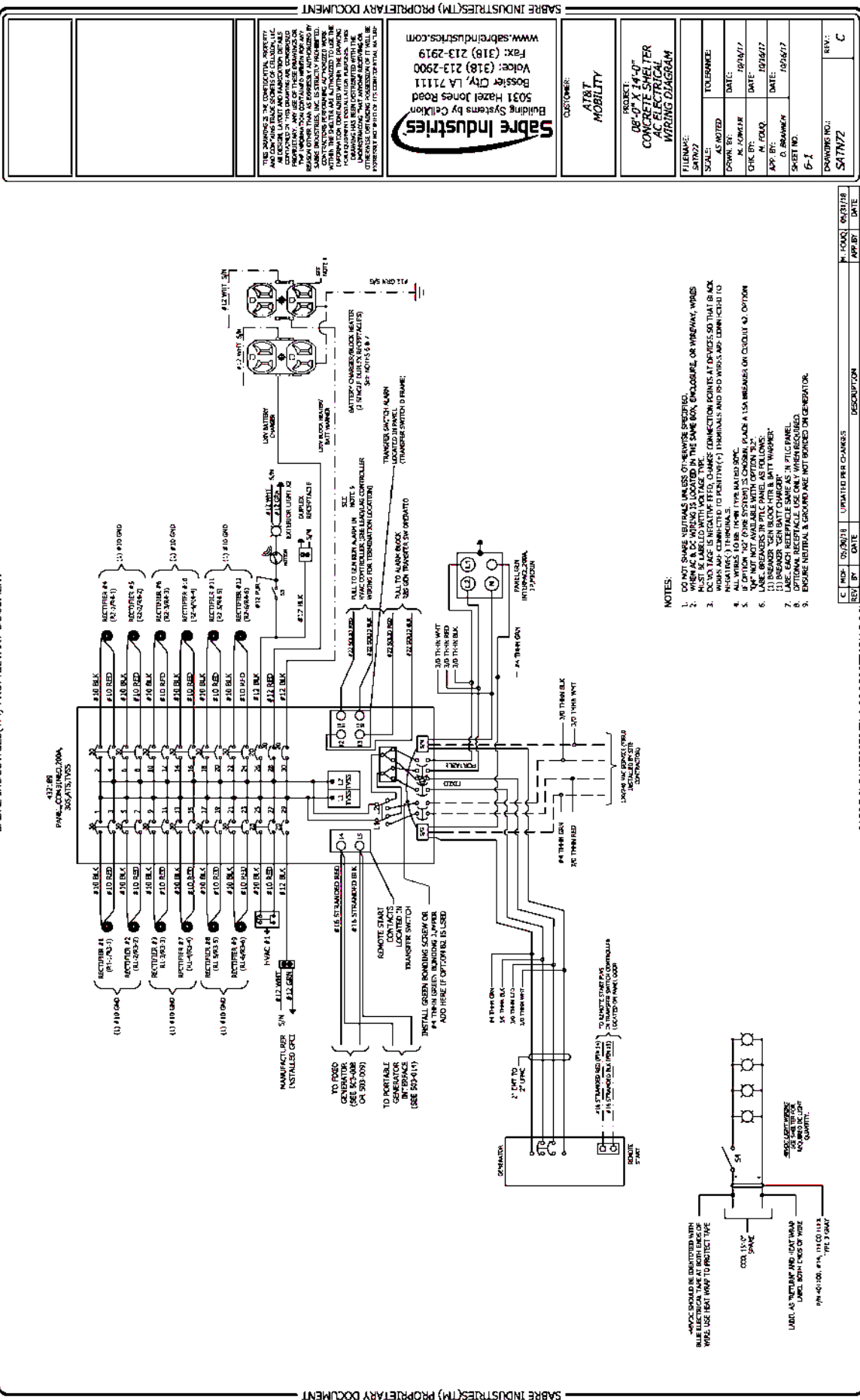


N.T.S.

EVERGREEN SHRUB

2.

SABRE INDUSTRIES(TM) PROPRIETARY DOCUMENT



412-88
PANEL CONNECTIONS
300 AMP, 480V

RECEPTACLE #1 (R1-100-1)
RECEPTACLE #2 (R2-100-2)
RECEPTACLE #3 (R3-100-3)
RECEPTACLE #4 (R4-100-4)
RECEPTACLE #5 (R5-100-5)
RECEPTACLE #6 (R6-100-6)
RECEPTACLE #7 (R7-100-7)
RECEPTACLE #8 (R8-100-8)
RECEPTACLE #9 (R9-100-9)
RECEPTACLE #10 (R10-100-10)
RECEPTACLE #11 (R11-100-11)
RECEPTACLE #12 (R12-100-12)
RECEPTACLE #13 (R13-100-13)
RECEPTACLE #14 (R14-100-14)
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RECEPTACLE #34 (R34-100-34)
RECEPTACLE #35 (R35-100-35)
RECEPTACLE #36 (R36-100-36)
RECEPTACLE #37 (R37-100-37)
RECEPTACLE #38 (R38-100-38)
RECEPTACLE #39 (R39-100-39)
RECEPTACLE #40 (R40-100-40)

TO FIXED GENERATOR (10000 VA, 480V, 3PH, 4W) OR 300 AMP

TO PORTABLE GENERATOR (10000 VA, 480V, 3PH, 4W) OR 300 AMP (USE 503-415)

REMOTE START CONTACTS (SEE TRANSFER SWITCH) (USE 503-415)

INSTALL GREEN BONDING Jumper #4 THRU #8 (GREEN BONDING IS USED AUTO HERE IF OPTION B IS USED)

#16 STAMPED BLK TO 2" TUB TO 2" TUB

#16 STAMPED BLK TO 2" TUB TO 2" TUB

#16 STAMPED BLK TO 2" TUB TO 2" TUB

#16 STAMPED BLK TO 2" TUB TO 2" TUB

#16 STAMPED BLK TO 2" TUB TO 2" TUB

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- NOTES:
- DO NOT SHARE NEUTRALS UNLESS OTHERWISE SPECIFIED.
 - WHEN AC WIRING IS LOCATED IN THE SAME BOX, ENCLOSURE, OR WIRING, WIRES SHALL BE IDENTIFIED BY COLOR AND NUMBERING.
 - DC WIRING IS IDENTIFIED BY (-) NEGATIVE (+) POSITIVE AND RED WIRING IDENTIFIED TO WIRING.
 - NEUTRALS IDENTIFIED BY TYPE AND SIZE.
 - OPTION "B" (PANEL SYSTEM) IS CHOSEN, PLACE A USA BREAKER ON CIRCUIT Q2, OPTION "C" IS NOT AVAILABLE WITH OPTION "B".
 - BREAKER "GEN BATT CHARGER" IS IN THE PANEL.
 - DC WIRING SHALL BE IDENTIFIED BY (-) NEGATIVE (+) POSITIVE AND RED WIRING IDENTIFIED TO WIRING.
 - ENSURE NEUTRAL & GROUND ARE NOT BONDED ON GENERATION.

REV	DATE	DESCRIPTION
C	05/20/18	UPDATED PER CHANGES
B	05/17/18	
A	05/17/18	

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SABRE INDUSTRIES
Building Systems by Celltek
5031 Hazel Jones Road
Bossier City, LA 71111
Voice: (318) 213-2900
Fax: (318) 213-2919
www.sabreindustries.com

CUSTOMER:
AT&T
MOBILITY

PROJECT:
08'-0" X 14'-0"
CONCRETE SHELTER
AC ELECTRICAL
WIRING DIAGRAM

FILENAME:
SATWZ7

SCALE:
AS NOTED

TOLERANCE:
AS NOTED

DATE:
12/28/17

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SABRE INDUSTRIES(TM) PROPRIETARY DOCUMENT

Model: 20REOZK

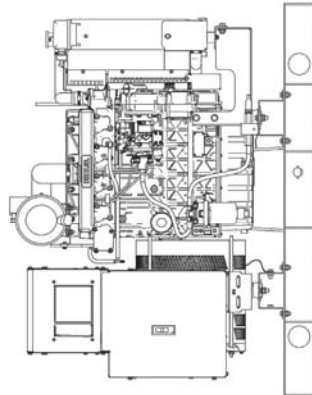
KOHLER Power Systems

208-600 V Diesel

9001 Tier 4i EPA-Certified for Stationary Emergency Applications

Ratings Range

	60 Hz
Standby:	kW 18.0-23.0 kVA 18.0-28.8
Prime:	kW 16.5-20.0 kVA 16.5-25.0



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set engine is certified to meet the Environmental Protection Agency (EPA) emergency stationary emissions requirements.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - Kohler's wound field excitation system with its unique PowerBoost™ design delivers great voltage response and short-circuit capability.
 - The brushless, rotating-field alternator has broadband re-connectability.
 - Other features:
 - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
 - The low coolant level shutdown prevents overheating (standard on radiator models only).
 - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	130° C Rise		105° C Rise	
				Standby Rating	Prime Rating	Standby Rating	Prime Rating
				kW/kVA	Amps	kW/kVA	Amps
4D3.8	120/208	3	60	20.0/25.0	69.4	19.0/23.8	65.9
	127/220	3	60	20.0/25.0	65.6	18.5/23.1	60.7
	120/240	3	60	20.0/25.0	60.1	19.0/23.8	57.1
	120/240	1	60	18.0/18.0	75.0	16.5/16.5	68.8
4D5.0	139/240	3	60	20.0/25.0	60.1	18.5/23.1	55.6
	220/380	3	60	19.5/24.4	37.0	18.5/23.1	35.1
	277/480	3	60	20.0/25.0	30.1	18.5/23.1	27.8
	347/600	3	60	20.0/25.0	24.1	18.5/23.1	22.3
4E3.8	120/208	3	60	23.0/28.8	79.8	20.0/25.0	68.4
	127/220	3	60	23.0/28.8	75.4	20.0/25.0	65.6
	120/240	3	60	23.0/28.8	69.2	20.0/25.0	60.1
	120/240	1	60	22.0/22.0	91.7	20.0/20.0	83.3
4E5.0	139/240	3	60	23.0/28.8	69.2	20.0/25.0	60.1
	220/380	3	60	22.0/27.5	41.8	20.0/25.0	38.0
	277/480	3	60	23.0/28.8	34.8	20.0/25.0	30.1
	347/600	3	60	23.0/28.8	27.7	20.0/25.0	24.1
	120/240	1	60	22.0/22.0	91.7	20.0/20.0	83.3

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. Standby ratings are applicable to varying loads for the duration of a power outage. Prime ratings are applicable to a 100% load for limited periods of time. For limited running time and continuous ratings, consult the factory. Obtain the technical information bulletin (TIB-01) for ratings guidelines. Ratings are in accordance with ISO 8528-1 and ISO 3046-1. For limited running time and continuous ratings, consult the factory. Obtain the technical information bulletin (TIB-01) for ratings guidelines. Complete ratings definitions, and site condition details. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation of liability whatsoever. GS-435 (08REOZK) 1/15c

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating Field
Exciter type	Brushless, Wound Field
Leads: quantity, type	12, Reconnectable
Voltage regulator	4, 110-120/220-240
Insulation:	Solid State, Volts/Hz
Material	NEMA MG1
Temperature rise	Class H
Bearing: quantity, type	130°C, Standby
Coupling	1, Sealed
Armature windings	Flexible Disk
Voltage regulation, no-load to full-load	Full
One-step load acceptance	Controller Dependent
Unbalanced load capability	100% of Rating
Peak motor starting kVA:	Standby Current
480 V	54
403.8 (12 lead)	65
480 V	54
403.8 (12 lead)	65
240 V	31
4E3.8 (4 lead)	31

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Application Data

Engine	Engine Electrical System
Manufacturer	Battery charging alternator:
Engine model	Ground (negative/positive)
Engine type	Volts (DC)
Cylinder arrangement	Amps rating
Displacement, L (cu. in.)	Starter motor rated voltage (DC)
Bore and stroke, mm (in.)	Battery, recommended cold cranking amps (CCA):
Compression ratio	Quantity, CCA rating
Piston speed, m/min. (ft./min.)	Battery voltage (DC)
Main bearings: quantity, type	Fuel
Rated rpm	Fuel System
Max. power at rated rpm, kW/m (BHP)	Fuel supply line, min. ID, mm (in.)
Cylinder head material	Fuel return line, min. ID, mm (in.)
Crankshaft material	Max. lift, electric fuel pump, m (ft.)
Valve material:	Max. fuel flow, Lph (gph)
Intake	Max. return line restriction, kPa (in. Hg)
Exhaust	Fuel filter
Governor: type, make/model	Primary/Water Separator
Frequency regulation, no-load to full-load	Recommended fuel
Frequency regulation, steady state	5 Microns @ 98% Efficiency
Frequency	#2 Ultra Low Sulfur Diesel
* Requires available electronic governor option	Lubricating System
Air cleaner type, all models	Type
Dry	Oil pan capacity, L (qt.)
Dry	Oil pan capacity with filter, L (qt.)
Dry	Oil filter: quantity, type
Dry	Oil cooler
6 (212)	1, Cartridge
570 (1058)	—
8.5 (2.5)	—
41 (11.6)	—

Exhibit A - Ordinance No. 2872

GS-435 (08REOZK) 1/15c

Application Data

Cooling	
Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	4.4 (1.6)
Radiator system water capacity, including engine, L (gal.)	11.4 (3)
Engine jacket water flow, Lpm (gpm)	56.8 (15)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	21.6 (1228)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	406 (16.0)
Fan, kWm (HP)	0.6 (0.8)
Max. restriction of cooling air intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)
* Enclosure reduces ambient temperature capability by 5°C (9°F).	

Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm) †	38.8 (1300)
Combustion air, m ³ /min. (cfm)	2.1 (74.2)
Heat rejected to ambient air: Engine, kW (Btu/min.)	20.4 (1160)
Alternator, kW (Btu/min.)	5.1 (260)
† Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)	
Fuel Consumption	
Diesel, Lph (gph) at % load	Standby Rating
100%	7.9 (2.1)
75%	6.1 (1.6)
50%	4.3 (1.1)
25%	2.5 (0.7)
Diesel, Lph (gph) at % load	Prime Rating
100%	7.2 (1.9)
75%	5.7 (1.5)
50%	3.8 (1.0)
25%	2.3 (0.6)

Controller



Decision-Maker® 3000 Controller
Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFFPA 110 Level 1 capability

Refer to 05-100 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

KOHLER CO., Kohler, Wisconsin 53044, USA
Phone 920-457-4441, Fax 920-459-1646
For the nearest sales and service outlet in the US and Canada, phone 1-800-544-2444
KOHLERPower.com

Kohler Power Systems
Asia Pacific Headquarters
7 Jurong Piar Road
Singapore 619159
Phone (65) 6264-6422, Fax (65) 6264-6455

Additional Standard Features

- Air Cleaner, Heavy Duty
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation
- Oil Drain and Coolant Drain with Hose Barb
- Oil Drain Extension (with enclosure models only)
- Operation and Installation Literature
- Rodent Guards
- Stainless Steel Fasteners on Enclosures

Available Options

Approvals and Listings

- CSA Approval
- UL2200 Listing

Enclosed Unit

- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)
- Stainless Steel Latches and Hinges

Open Unit

- Exhaust Silencer, Critical (Kit: FA-352663)
- Flexible Exhaust Connector, Stainless Steel

Fuel System

- Flexible Fuel Lines
- Fuel Pressure Gauge
- Subbase Fuel Tanks

Controller

- Common Failure Relay
- Input/Output Module
- Manual Speed Adjust
- Remote Annunciator Panel
- Run Relay
- Run Emergency Stop

Cooling System

- Block Heater (700 W, 110-120 V)
- Recommended for ambient temperatures below 0°C (32°F)
- Radiator Duct Flange

Electrical System

- Alternator Strip Heater
- Battery
- Battery Charger, Equalize/Float Type
- Battery Heater
- Electronic Governor
- Line Circuit Breaker (NEMA type 1 enclosure)
- Line Circuit Breaker with Shunt Trip (NEMA type 1 enclosure)

Miscellaneous

- Air Cleaner Restriction Indicator
- Engine Fluids Added
- Rated Power Factor Testing

Literature

- General Maintenance
- NFFPA 110
- Overhaul
- Production

Warranty

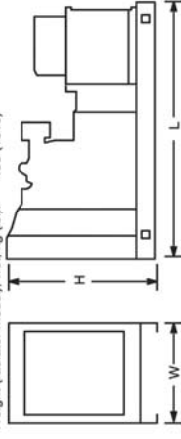
- 2-Year Basic Limited
- 5-Year Basic Limited
- 5-Year Comprehensive Limited

Other Options

-
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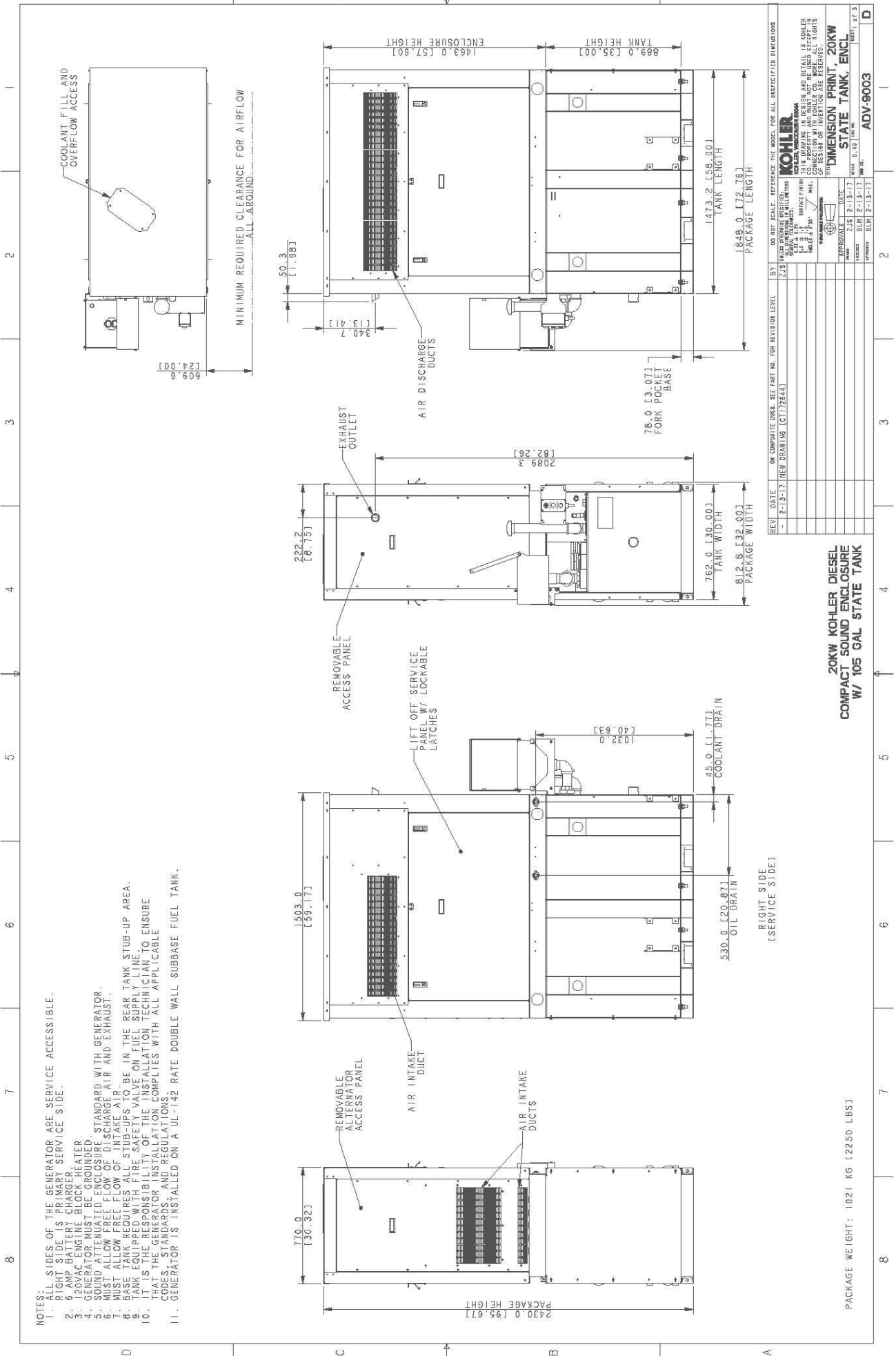
Dimensions and Weights

Overall Size: L x W x H, mm (in.):
Open Unit Skid: 1400 x 613 x 1107 (55.1 x 32.0 x 43.6)
Enclosure Skid: 1938 x 613 x 1174 (76.5 x 32.0 x 47.0)
Weight (radiator model), wt. kg (lb.): 458 (1010)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:



NOTES:

1. ALL SIDES OF THE GENERATOR ARE SERVICE ACCESSIBLE.
2. RIGHT SIDE IS PRIMARY SERVICE SIDE.
3. 6 AMP BATTERY CHARGER.
4. 120VAC ENGINE BLOCK HEATER.
5. GENERATOR MUST BE GROUNDED.
6. GENERATOR MUST BE GROUNDED TO STANDARD WITH GENERATOR.
7. MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST.
8. MUST ALLOW FREE FLOW OF INTAKE AIR.
9. MUST ALLOW FREE FLOW OF INTAKE AIR.
10. BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
11. TANK EQUIPPED WITH FIRE SAFETY VALVE ON FUEL SUPPLY LINE.
12. IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE CODES, TANK AND REGULATIONS WITH ALL APPLICABLE.
13. GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE.
14. GENERATOR IS INSTALLED ON A UL-142 RATE DOUBLE WALL SUBBASE FUEL TANK.

REV	DATE	DESCRIPTION	BY	CHKD	APP'D
1	2-13-17	NEW DRAWING (C1172844)			
2	2-13-17				
3	2-13-17				
4	2-13-17				
5	2-13-17				

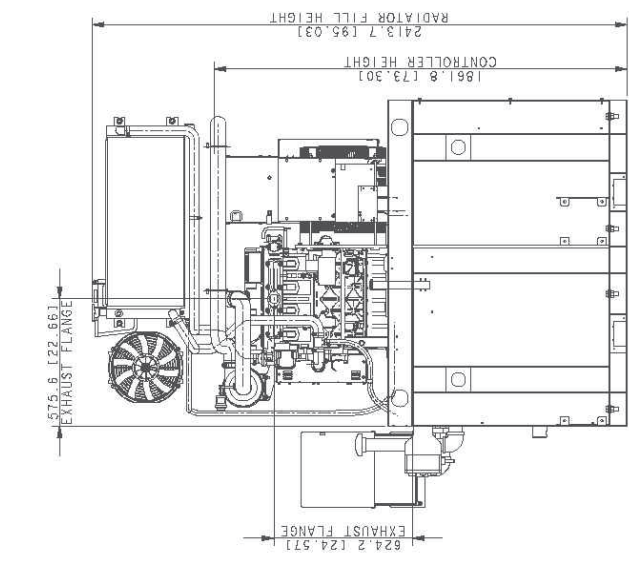
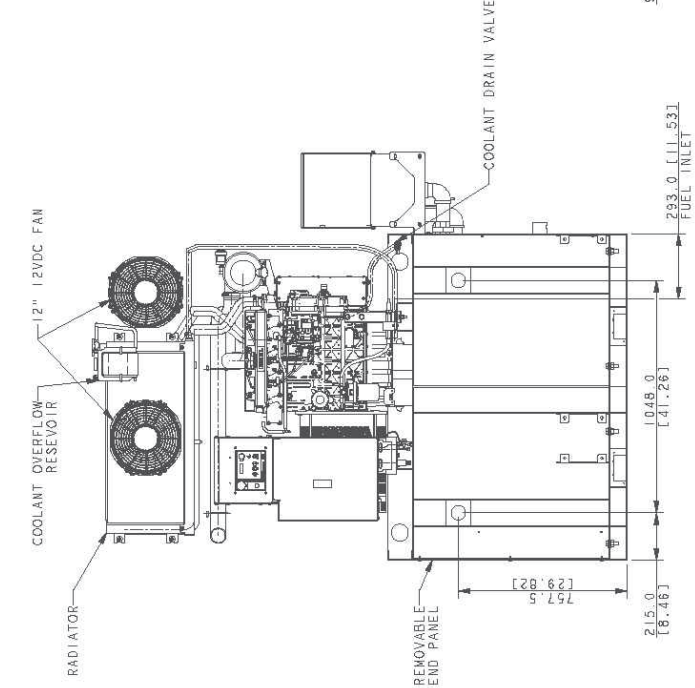
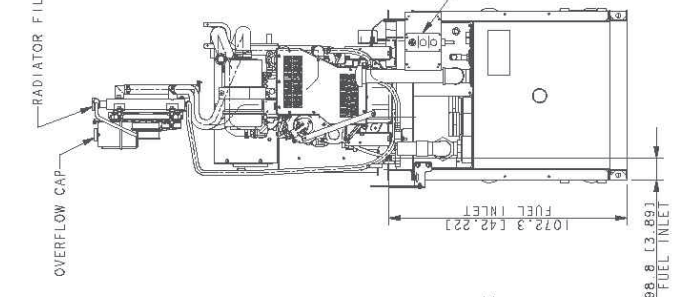
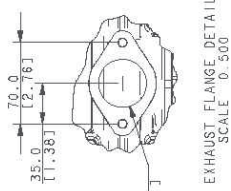
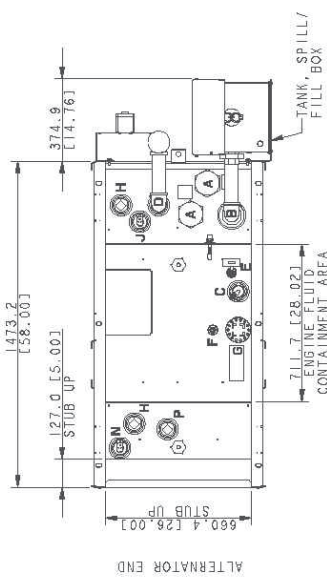
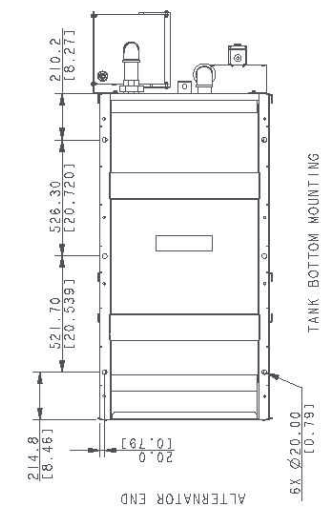
DO NOT SCALE. REFERENCE THE MODEL FOR ALL UNIDENTIFIED DIMENSIONS

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 CO. PROPRIETARY AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.

20KW DIESEL COMPACT SOUND ENCLOSURE WITH 105 GAL STATE TANK

ADV-9003

- TANK FITTINGS:**
- A. 3" NPT EMERGENCY VENT FITTING PER NFPA 30
 - B. 4" NPT FUEL FILL FITTING BUSHED TO 2" NPT WITH LOCKABLE FILL CAP AND 2" RISER
 - C. 2" NPT FUEL LEVEL SENDING UNIT
 - D. 2" NPT NORMAL VENT FITTING WITH MUSHROOM VENT
 - E. 1/2" NPT FITTING FOR REMOVABLE ENGINE SUPPLY DIP TUBE (3/8" NPT FEMALE) WITH CHECK VALVE
 - F. 1/2" NPT FITTING FOR REMOVABLE FUEL RETURN DIP TUBE (3/8" NPT FEMALE)
 - G. 2" NPT WATER TIGHT FUEL FILL FITTING W/ LOCKABLE CAP AND 3" RISER
 - H. 2" METAL FILING FOR OPTIONAL ACCESSORY
 - J. 2" NPT FUEL FILL FITTING FOR HIGH LEVEL SWITCH
 - K. 2" NPT FUEL IN BASIN SWITCH
 - P. 2" NPT FITTING FOR OPTIONAL SWITCH (INSTALL 2" NPT PIPE PLUG)



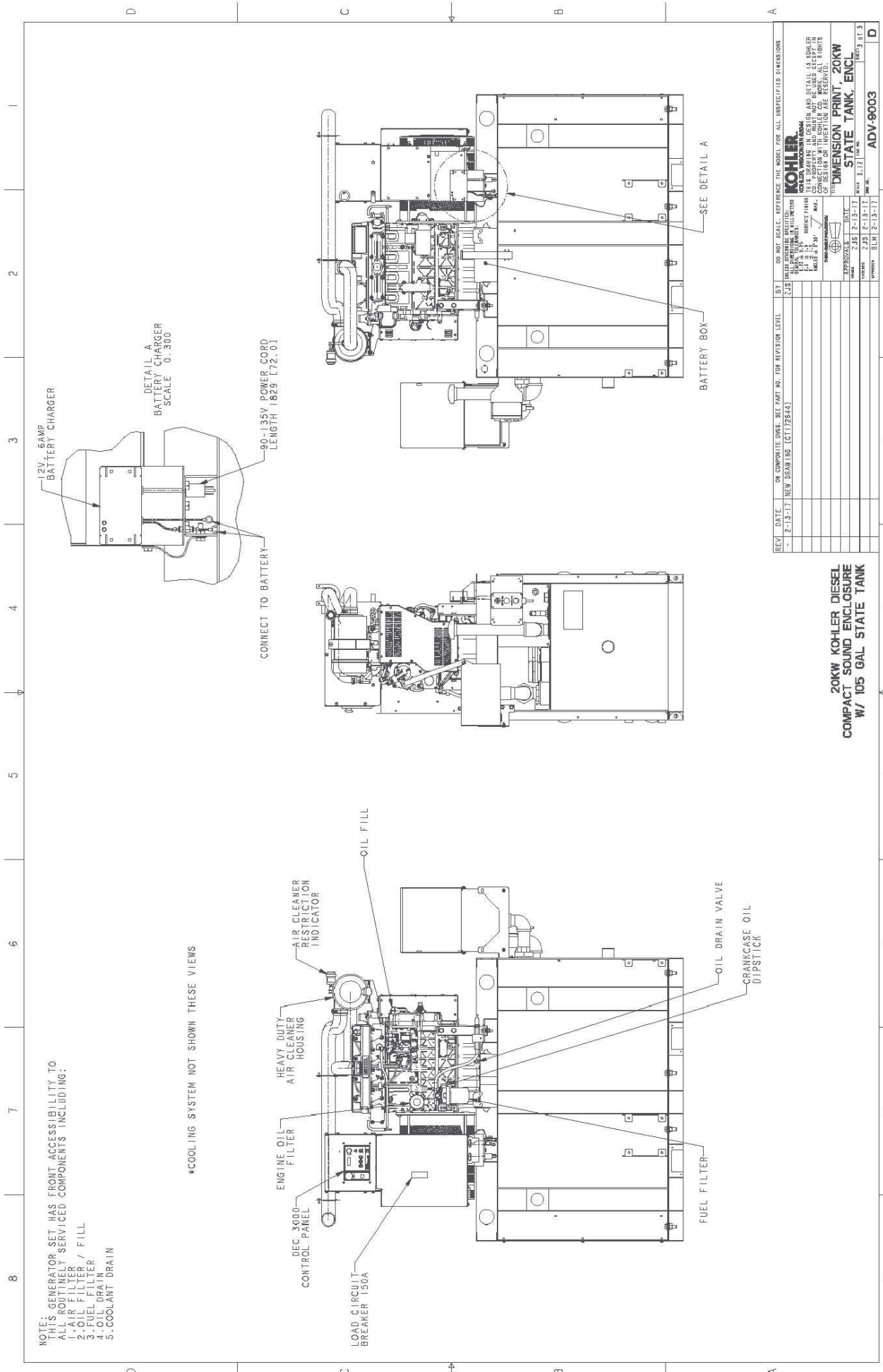
NOTE: FOR FURTHER TANK DETAIL SEE INDIVIDUAL DRAWINGS

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1	2-13-17	NEW DRAWING	LC1172843
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4			
5			
6			
7			
8			

SCALE: 1" = 16" (AS NOTED)
 BY: [Signature]
 DATE: 2-13-17
 PROJECT: 20KW DIESEL ENGINE ENCLOSURE
 SHEET: 2-13-17
 TOTAL SHEETS: 2

20KW KOHLER DIESEL
 COMPACT SOUND ENCLOSURE
 W/ 105 GAL STATE TANK

ADV-9003



Section 1 - RFDS GENERAL INFORMATION

RFDS NAME: ALLO4877	DATE: 1/17/2017	RF DESIGN ENG: Eyram Kurawabr	RFDS PROGRAM TYPE: 2019 LTE Next Carrier
ISSUE:	Approved? (Y/N): Yes	RF DESIGN PHONE:	RFDS TECHNOLOGY: LTE GC
REVISION:	RF MANAGER: Thomas Gandy	RF DESIGN EMAIL: EK3198@ATT.COM	STATE/STATUS: Preliminary/Notification Recommended
INITIATIVE /PROJECT:	LTE 4C-AWS3 J (10 MHz) Band 66 LTE 5C-860 - 5 MHz LTE 6C-700 MHz UPPER D (10 MHz) Band 14	RFDS VERSION: 2.00	RFDS ID: 2460270
		Created By: ek3158	Updated By: ek3158
		Date Created: 7/6/2018 4:28:41 PM	Date Updated: 12/17/2018 11:55:46 AM
		GSM FREQUENCY:	
		UMTS FREQUENCY:	
		LTE FREQUENCY:	
		5G FREQUENCY:	
		IPLAN JOB # 1: SER-RBHM-18-08147	IPLAN PRD GRP SUB GRP #1: LTE Next Carrier LTE 6C
		IPLAN JOB # 2: SER-RBHM-18-08123	IPLAN PRD GRP SUB GRP #2: LTE Next Carrier LTE 5C
		IPLAN JOB # 3: SER-RBHM-18-08122	IPLAN PRD GRP SUB GRP #3: LTE Next Carrier LTE 4C
		IPLAN JOB # 4:	
		IPLAN JOB # 5:	
		IPLAN JOB # 6:	
		IPLAN JOB # 7:	
		IPLAN JOB # 8:	

Section 2 - LOCATION INFORMATION

USID: 194807	FA LOCATION CODE: 12776284	LOCATION NAME: LIBERTY PARK SOUTH	ORACLE PTN # 1: 2653A0HQHQ	PACE JOB # 1: MRALM029189
REGION: SOUTHEAST	MARKET CLUSTER: ALABAMA/MISSISSIPPI/LOUISIANA	MARKET: BIRMINGHAM	ORACLE PTN # 2: 2653A0HQHP	PACE JOB # 2: MRALM029184
ADDRESS: 4870 SICARD HOLLOW ROAD	STATE: AL	STATE: AL	ORACLE PTN # 3: 2653A0H0HN	PACE JOB # 3: MRALM029183
ZIP CODE: 35242	CITY: BIRMINGHAM	LONG (DEC DEG.): -86.6872280	ORACLE PTN # 4:	PACE JOB # 4:
LATITUDE (D-M-S): 33.428m37.3512s	COUNTY: SHELBY	LAT (DEC DEG.): 33.4770420	ORACLE PTN # 5:	PACE JOB # 5:
DIRECTIONS, ACCESS AND EQUIPMENT LOCATION:	LONGITUDE (D-M-S): 86.4-40m2.0208s		ORACLE PTN # 6:	PACE JOB # 6:
			ORACLE PTN # 7:	PACE JOB # 7:
			ORACLE PTN # 8:	PACE JOB # 8:
			BORDER CELL WITH CONTOUR COORD:	SEARCH_RING_NAME: Liberty Park South
			AM STUDY REQ'D (Y/N): No	SEARCH_RING_ID: LIBERTY PARK SOUTH
			FREQ COORD:	BTA: MSA / RSA
			OPS DISTRICT:	LAC(GSM):
			OPS_ZONE:	LAC(UMTS):
			RF DISTRICT:	BSC(GSM):
			RF_ZONE:	RNC(UMTS):
			PARENT_NAME(GSM):	MME_POOL(DLTE): FT10
			PARENT_NAME(UMTS):	

Section 3 - LICENSE COVERAGE/FILING INFORMATION

CGSA - NO FILING TRIGGERED (Yes/No): No	CGSA LOSS:	PCS REDUCED - UPS ZIP:	CGSA CALL SIGNS:
CGSA - MINOR FILING NEEDED (Yes/No): No	CGSA EXT AGMT NEEDED:	PCS POPS REDUCED:	
CGSA - MAJOR FILING NEEDED (Yes/No): Yes	CGSA SCORECARD UPDATED:		

Section 4 - TOWER/REGULATORY INFORMATION

STRUCTURE ATR OWNED?: No	GROUND ELEVATION (ft):	STRUCTURE TYPE:	MARKET LOCATION 700 MHz Band:
ADDITIONAL REGULATORY?: No	HEIGHT OVERALL (ft):	FCC ASR NUMBER:	MARKET LOCATION 850 MHz Band:
SUB-LEASE RIGHTS?: No	STRUCTURE HEIGHT (ft):		MARKET LOCATION 1900 MHz Band:
LIGHTING TYPE:			MARKET LOCATION AWS Band:
			MARKET LOCATION WCS Band:
			MARKET LOCATION Future Band:

Section 6 - RBS GENERAL INFORMATION - existing

	LTE 1ST RBS	LTE 2ND RBS							
RBS ID:	596933								
CTS COMMON ID:	ALL04977								
CELL ID / BCF:	ALL04977								
BTATID:									
4.9 DIGIT SITE ID:	4977								
COW OR TOY?:	No								
CELL SITE TYPE:									
SITE TYPE:									
BTS LOCATION ID:									
BASE STATION TYPE:									
EQUIPMENT NAME:	LIBERTY PARK SOUTH								
DISASTER PRIORITY:									

Section 6 - RBS GENERAL INFORMATION - final

	LTE 1ST RBS	LTE 2ND RBS							
RBS ID:	596933	RFDS_37792178							
CTS COMMON ID:	ALL04977	ALL04977							
CELL ID / BCF:	ALL04977	ALL04977							
BTATID:									
4.9 DIGIT SITE ID:	4977	0477							
COW OR TOY?:	No	No							
CELL SITE TYPE:	SECTORIZED	SECTORIZED							
SITE TYPE:	EDNB-LTE	EDNB-LTE							
BTS LOCATION ID:									
BASE STATION TYPE:	BASE	BASE							
EQUIPMENT NAME:	LIBERTY PARK SOUTH	LIBERTY PARK SOUTH							
DISASTER PRIORITY:	0	0							

Section 7 - RBS SPECIFIC INFORMATION - existing

	LTE 1ST RBS	LTE 2ND RBS							
RAC:									
EQUIPMENT VENDOR:									
EQUIPMENT TYPE:									
BASEBAND CONFIGURATION:									
LOCATION:									
CABINET LOCATION:									
MARKET STATE CODE:									
AGPS:	Yes								
NODE B NUMBER:	4977								

Section 7 - RBS SPECIFIC INFORMATION - final

	LTE 1ST RBS	LTE 2ND RBS							
RAC:									
EQUIPMENT VENDOR:	ERICSSON	ERICSSON							
EQUIPMENT TYPE:	6601 INDOOR MU	6601 INDOOR MU							
BASEBAND CONFIGURATION:	1x6601 / 1x5216 / xxxxx	xxxxx / 1x6600 / xxxxx							
LOCATION:									
CABINET LOCATION:									
MARKET STATE CODE:	AL	AL							
AGPS:	Yes	Yes							
NODE B NUMBER:	4977	477							

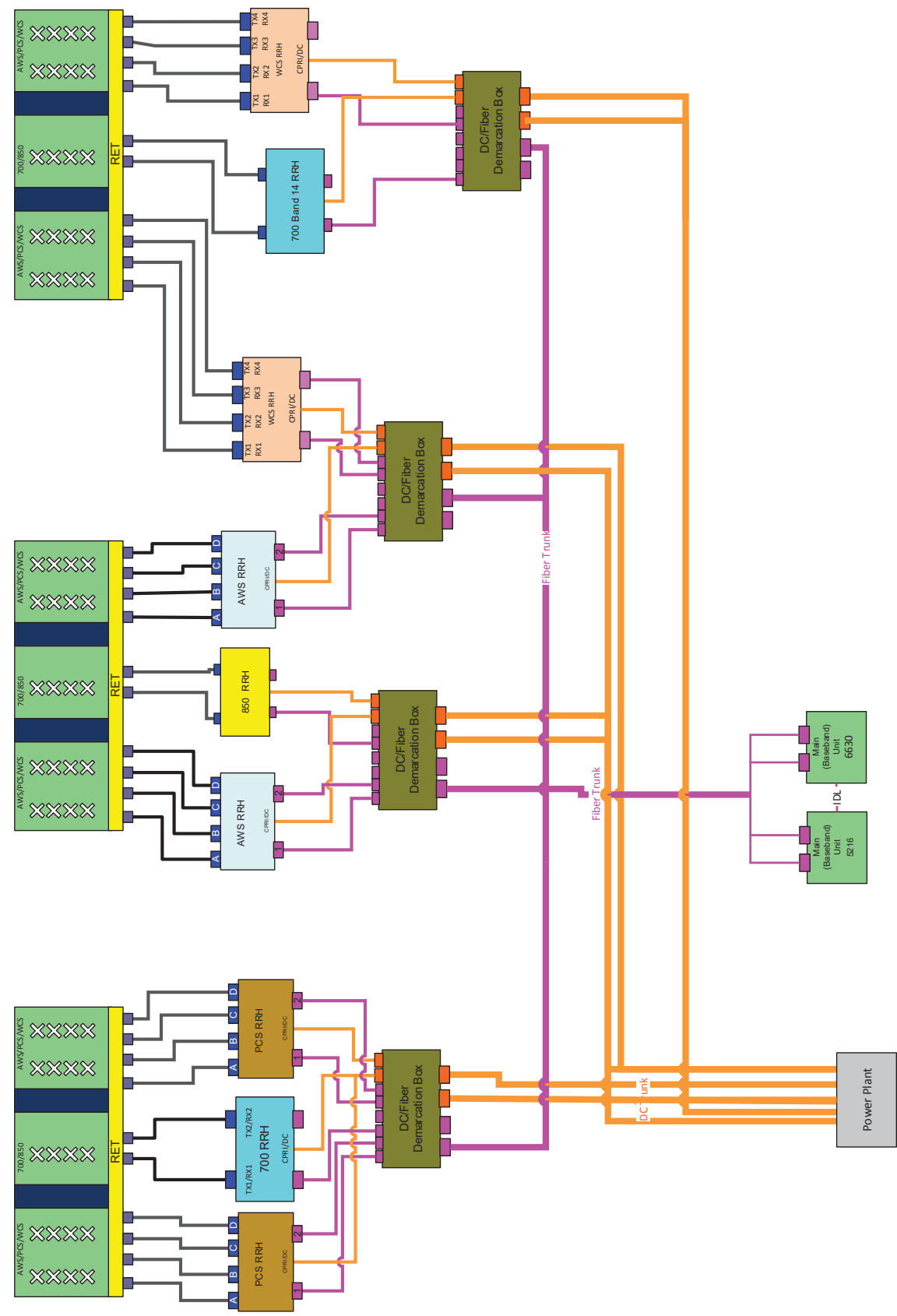
Section 17c - FINAL TOWER CONFIGURATION - SECTOR C

ANTENNA POSITION IS LEFT TO RIGHT FROM BACK OF ANTENNA (unless otherwise specified)	ANTENNA POSITION 1	ANTENNA POSITION 2	ANTENNA POSITION 3	ANTENNA POSITION 4	ANTENNA POSITION 5	ANTENNA POSITION 6	ANTENNA POSITION 7
ANTENNA MAKE - MODEL	MB-A640X85V-01	MB-A640X85V-01	MB-A640X85V-01	MB-A640X85V-01	MB-A640X85V-01	MB-A640X85V-01	MB-A640X85V-01
ANTENNA VENDOR	Rosenberger	Rosenberger	Rosenberger	Rosenberger	Rosenberger	Rosenberger	Rosenberger
ANTENNA SIZE (H x W x D)	80X13.8X7.9	80X13.8X7.9	80X13.8X7.9	80X13.8X7.9	80X13.8X7.9	80X13.8X7.9	80X13.8X7.9
ANTENNA WEIGHT	70.5	70.5	70.5	70.5	70.5	70.5	70.5
AZIMUTH	310	310	310	310	310	310	310
MAGNETIC DECLINATION							
RADIATION CENTER (feet)	120	120	120	120	120	120	120
ANTENNA TIP HEIGHT							
MECHANICAL DOWNTILT	0	0	0	0	0	0	0
FEEDER AMOUNT							
VERTICAL SEPARATION FROM ANTENNA ABOVE (TIP to TIP)							
VERTICAL SEPARATION FROM ANTENNA BELOW (TIP to TIP)							
HORIZONTAL SEPARATION FROM CLOSEST ANTENNA TO LEFT (CENTERLINE to CENTERLINE)							
HORIZONTAL SEPARATION FROM CLOSEST ANTENNA TO RIGHT (CENTERLINE to CENTERLINE)							
HORIZONTAL SEPARATION FROM ANOTHER ANTENNA (which antenna # / # of inches)							
Antenna RET Model (QTY/MODEL)							
SURGE ARRESTOR (QTY/MODEL)							
DIPLEXER (QTY/MODEL)							
DUPLEXER (QTY/MODEL)							
Antenna RET CONTROL UNIT (QTY/MODEL)							
DC BLOCK (QTY/MODEL)							
TRIALMA (QTY/MODEL)							
CURRENT INJECTORS FOR TMA (QTY/MODEL)							
POU FOR TMA5 (QTY/MODEL)							
FILTER (QTY/MODEL)							
SQUID (QTY/MODEL)							
FIBER TRUNK (QTY/MODEL)							
DC TRUNK (QTY/MODEL)							
REPEATER (QTY/MODEL)							
RRH - 700 band (QTY/MODEL)	1	4478 B5			1	4478 B14	
RRH - 800 band (QTY/MODEL)	2	4426 B66			2	RRUS-32 B30	
RRH - 1900 band (QTY/MODEL)							
RRH - AWS band (QTY/MODEL)							
RRH - WCS band (QTY/MODEL)							
Additional RRH #1 - any band (QTY/MODEL)							
Additional RRH #2 - any band (QTY/MODEL)							
Additional Component 1 (QTY/MODEL)							
Additional Component 2 (QTY/MODEL)							
Additional Component 3 (QTY/MODEL)							
Local Market Note 1							
Local Market Note 2							
Local Market Note 3							
PORT SPECIFIC FIELDS	PORT 1 194007.C:700.4G.1	PORT 1 194007.C:700.4G.1	PORT 1 194007.C:700.4G.1	PORT 1 194007.C:700.4G.1	PORT 1 194007.C:700.4G.1	PORT 1 194007.C:700.4G.1	PORT 1 194007.C:700.4G.1
PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1	PORT 5 194007.C:1900.4G.tmp1
PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1	PORT 6 194007.F:1900.4G.tmp1
PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1	PORT 1 194007.C:850.4G.tmp1
FEEDERS TYPE	FIBER	FIBER	FIBER	FIBER	FIBER	FIBER	FIBER
FEEDER LENGTH (feet)	0	0	0	0	0	0	0
EXACT KIT MODULE?	NO	NO	NO	NO	NO	NO	NO
TRIPLEXER of LLC (QTY)							
TRIPLEXER of LLC (MODEL)							
SCRAMPSA MODULE?							
HATCHPLATE POWER (Watts)							
ERP (Watts)							
Antenna RET Name							
CABLE ID (CSSNG)							

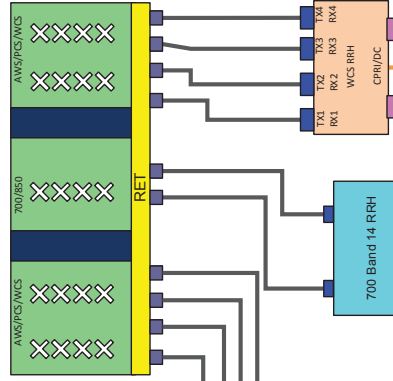
Antenna 1

Antenna 2

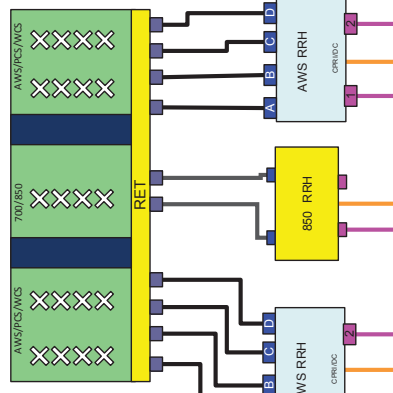
Antenna 5



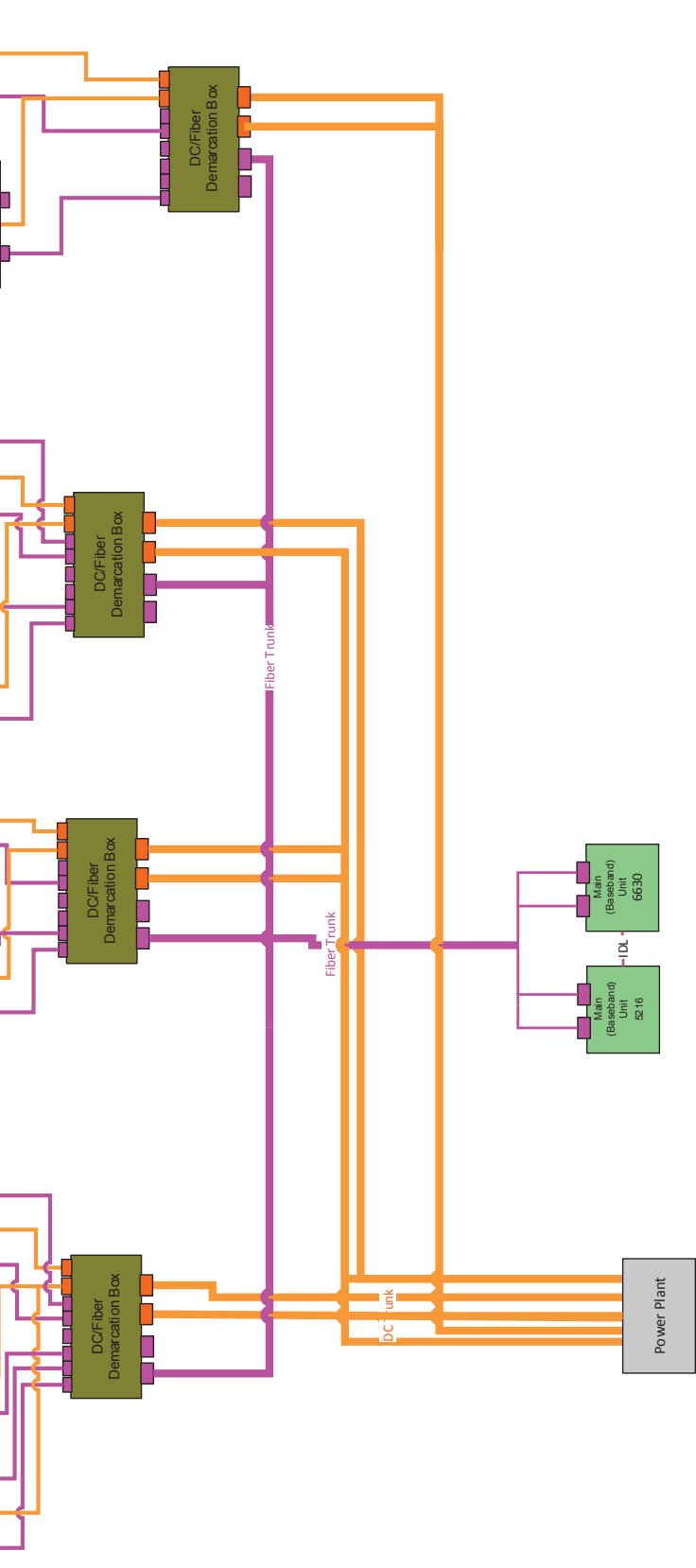
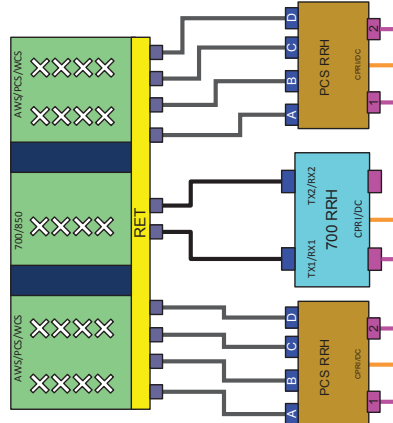
Antenna 5



Antenna 2



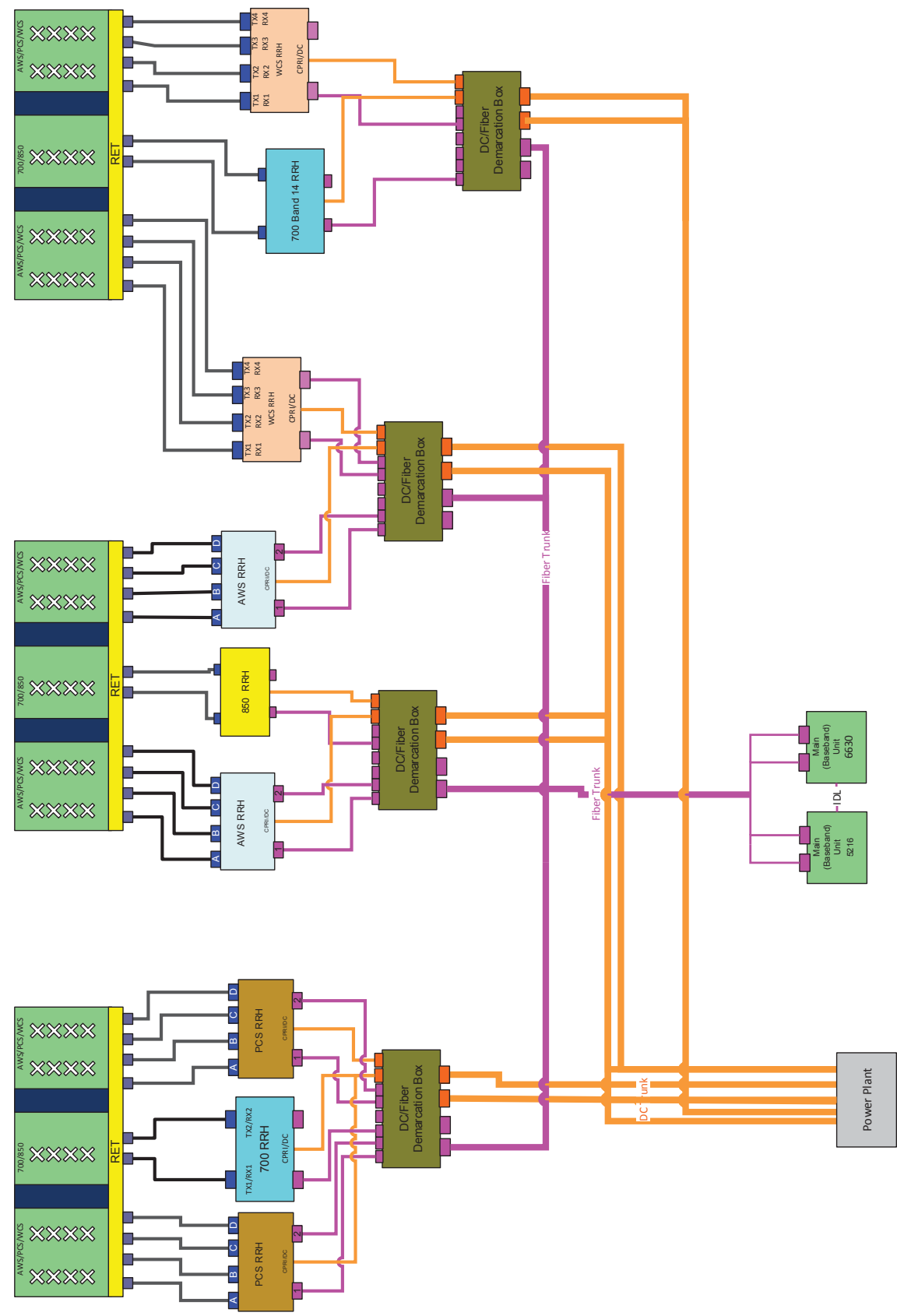
Antenna 1



Antenna 1

Antenna 2

Antenna 5



NOTES

Date Time (Eastern)	Version	ATTUID	Note
11/29/2018 12:34:02 PM	2.00	ek3158	RFDS VERSION incremented.
11/29/2018 12:34:32 PM	2.00	ek3158	Updated low band radio counts and the total squid count

WORKFLOW SUMMARY							
Date	FROM State / Status	FROM ATTUID	TO State / Status	TO ATTUID	Operation	Comments	PAGE Status
07/06/2018	Preliminary In Progress	ek3158	Preliminary Submitted for Approval	JB6612	Promote		SER-RBHM-18-06147 FAILURE 07/06/2018 5:54:04 PM SER-RBHM-18-06123 FAILURE 07/06/2018 5:54:04 PM SER-RBHM-18-06122 FAILURE 07/06/2018 5:54:04 PM
11/29/2018	Preliminary Submitted for Approval	JB6612	Preliminary In Progress	ek3158	Pull Back		
12/17/2018	Preliminary In Progress	ek3158	Preliminary Submitted for Approval	JB6612	Promote		SER-RBHM-18-06147 FAILURE 12/17/2018 12:02:14 PM SER-RBHM-18-06123 FAILURE 12/17/2018 12:02:14 PM SER-RBHM-18-06122 FAILURE 12/17/2018 12:02:14 PM
03/19/2019	Preliminary Submitted for Approval	JB6612	Preliminary Modification Recommended	EK3158	Demote	Not found in PACE as Macro proj. Should not be in my WF. Denoted back to RF	



Site Information

FA Code:	12778284	Street Address:	4870 SICARD HOLLOW ROAD
USID:	194907	City:	BIRMINGHAM
Market:	BIRMINGHAM	County:	SHELBY
Latitude D-M-S:		State:	AL
Longitude D-M-S:		Zip:	35242
Pace Job #:	MRALM006034	Submitter:	KENNETH ZENGOTITA

Construction Notice to Proceed (CNTP)

Guardian Filling(s) Approved Date - CNTP: 02/28/2019

From Guardian(optional):

Unique Structure ID : 276490
Latitude : 33-28-37.3
Longitude : 86-40-02.1
ASR :
County : Jefferson
State : ALABAMA
Site Name : LIBERTY PARK SOUTH
Job Id : 1196396
Region : SOUTHEAST
Structure Marking and Lighting :Not Required
FAA Study Number :
FAA Issue Date :
Is Notice to FAA of Construction Status (7460-2 Part I) Required? :
FAA NOTAM Required within Days (Part I):
Notification to Airport Manager within (Part I) :
Is Notice to FAA of Construction Status (7460-2 Part II)

Required? :

FAA NOTAM Required within Days (Part II) :

Notification to Airport Manager within (Part II) :

Required FAA Notification Completed on Time :

Preconstruction Approved Height for the Structure : 125

Approved Temporary Construction Height :

Preconstruction Expiration Date : 08/28/2019

FCC File No :

Regulatory Group Comments : Please provide all heights within 3 business days of completion

NEPA expires 12-27-2020

CNTP1 - CNTP Approval: 15.00 Normal 0 false false false EN-US

X-NONE X-NONE

This serves as your

Construction Notice to Proceed (Greensheet) for the referenced project. Please note approved Overall Height (do not exceed), Approved Crane Height (if requested), and Preconstruction Expiration Date (if applicable).

If Scope of Work changes at any time between now and the time of construction complete, please email your Network Compliance Manager for further compliance review.

If this modification includes the removal of any top mounted equipment that will affect the overall height, a tape drop with overall height and any required antenna heights must be provided once construction is complete.

Overall Height (AGL-ft): 125

Frequency Bands: PCS (1900 MHz),WCS (2.3 GHz),AWS (2.1 / 1.7 GHz),Cellular (850 MHz),700 MHz

Height Verification Form Requirements: All Heights

Additional Comments:

* **PROJECT TYPE: NSB w/ WLL 1C & LTE 1C – 6C**

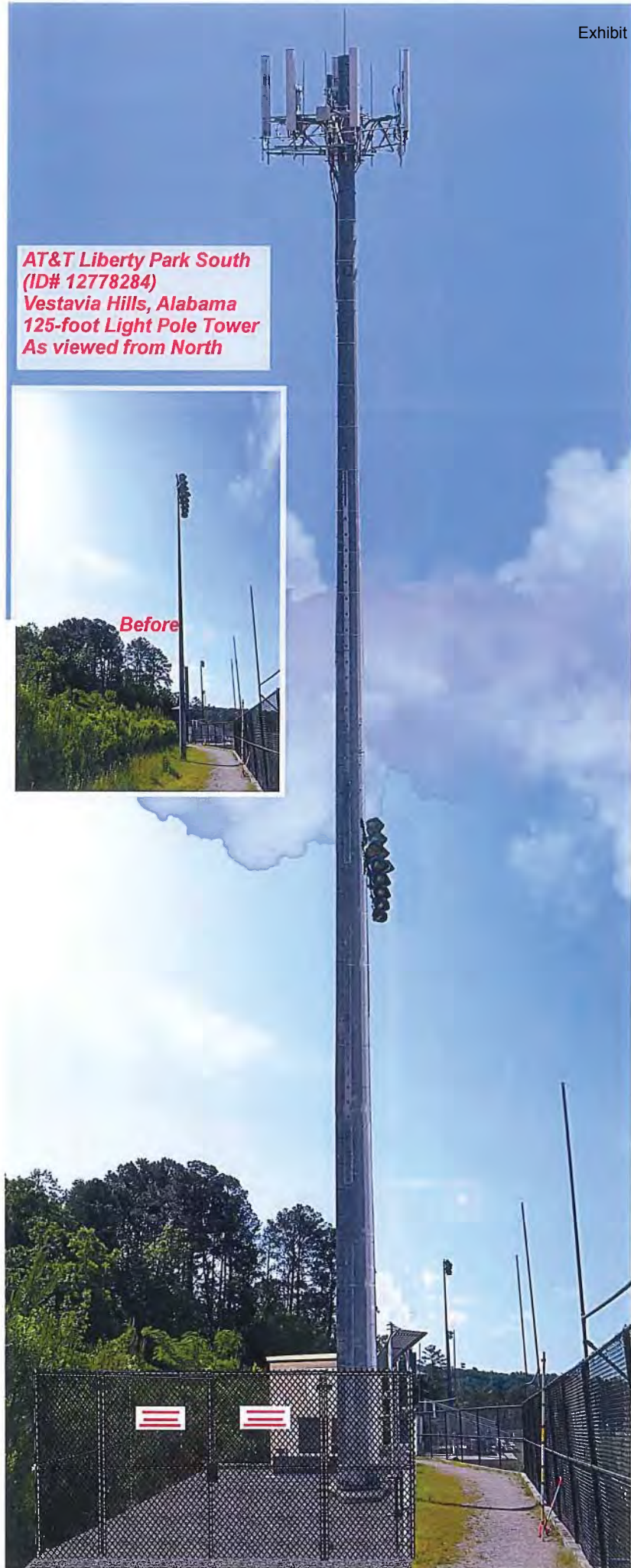
CNTP Approved By: kz9108/KENNETH ZENGOTITA

Date: 02/28/2019

CNTP Acknowledged By: rr4866/ROBERT RODRIGUEZ

Date: 02/28/2019

**AT&T Liberty Park South
(ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from North**



**AT&T Liberty Park South
(ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from South**

Before



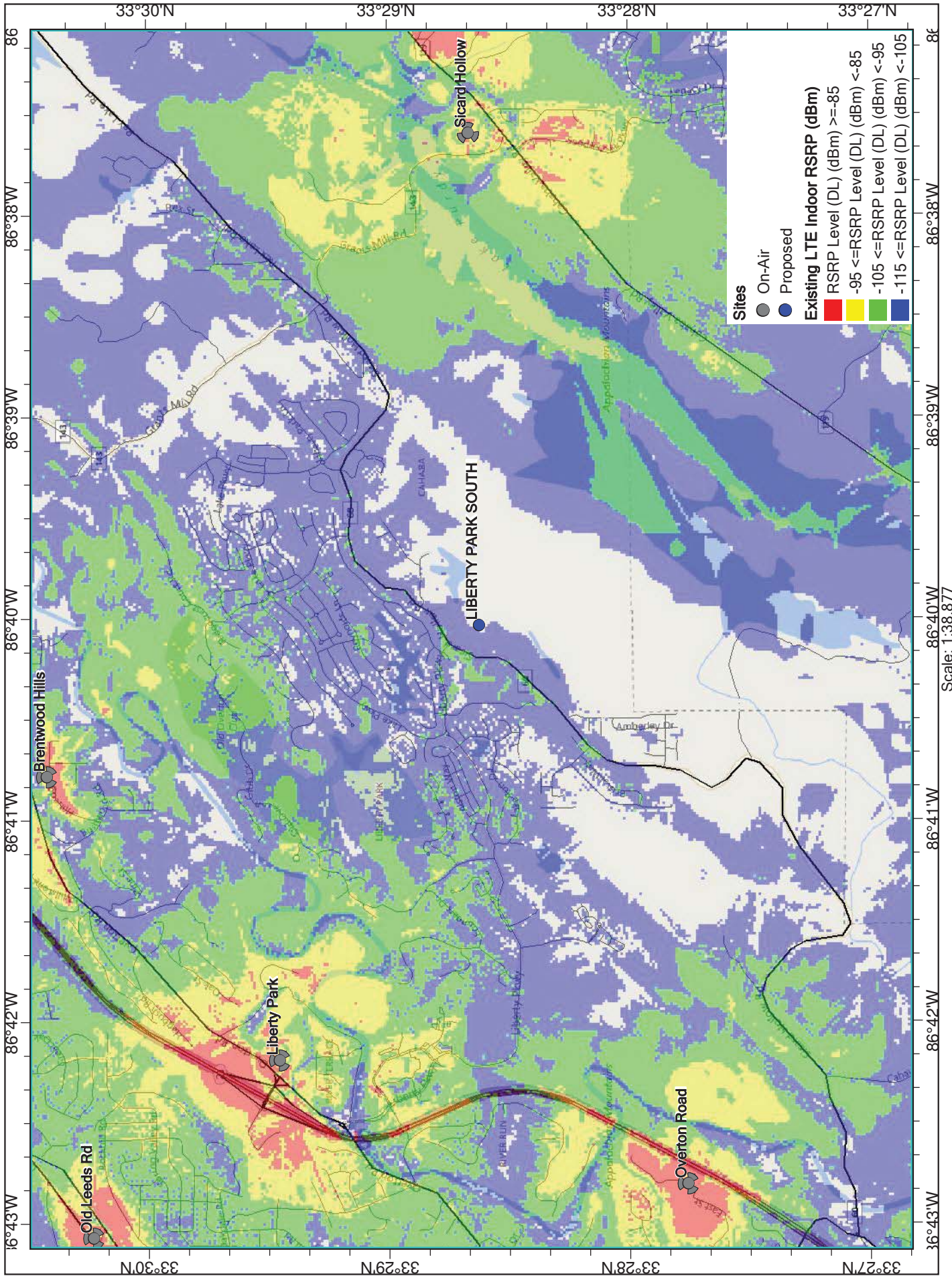
***AT&T Liberty Park South Site (ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from Southwest***



**AT&T Liberty Park South
(ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from South**

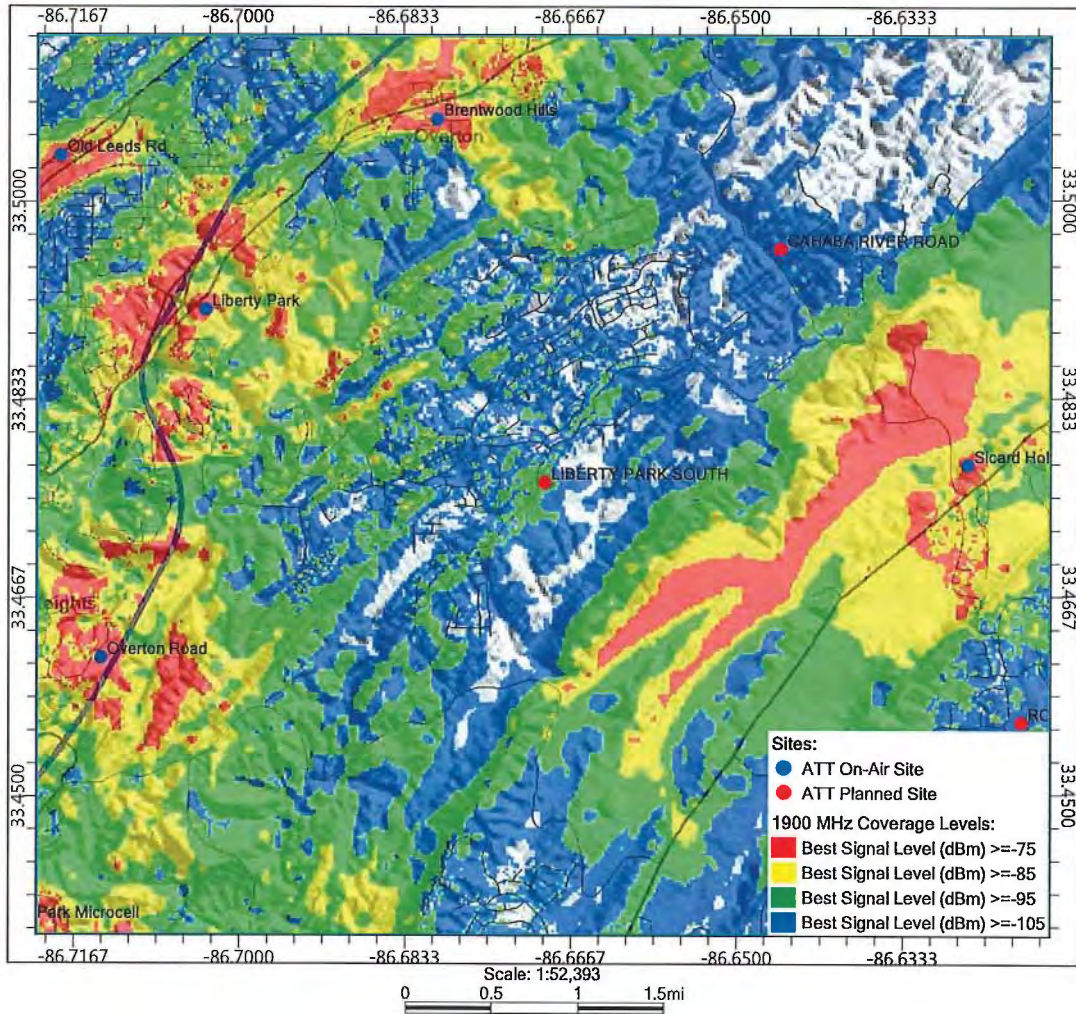


AT&T Existing LTE Indoor Coverage without Liberty Park South



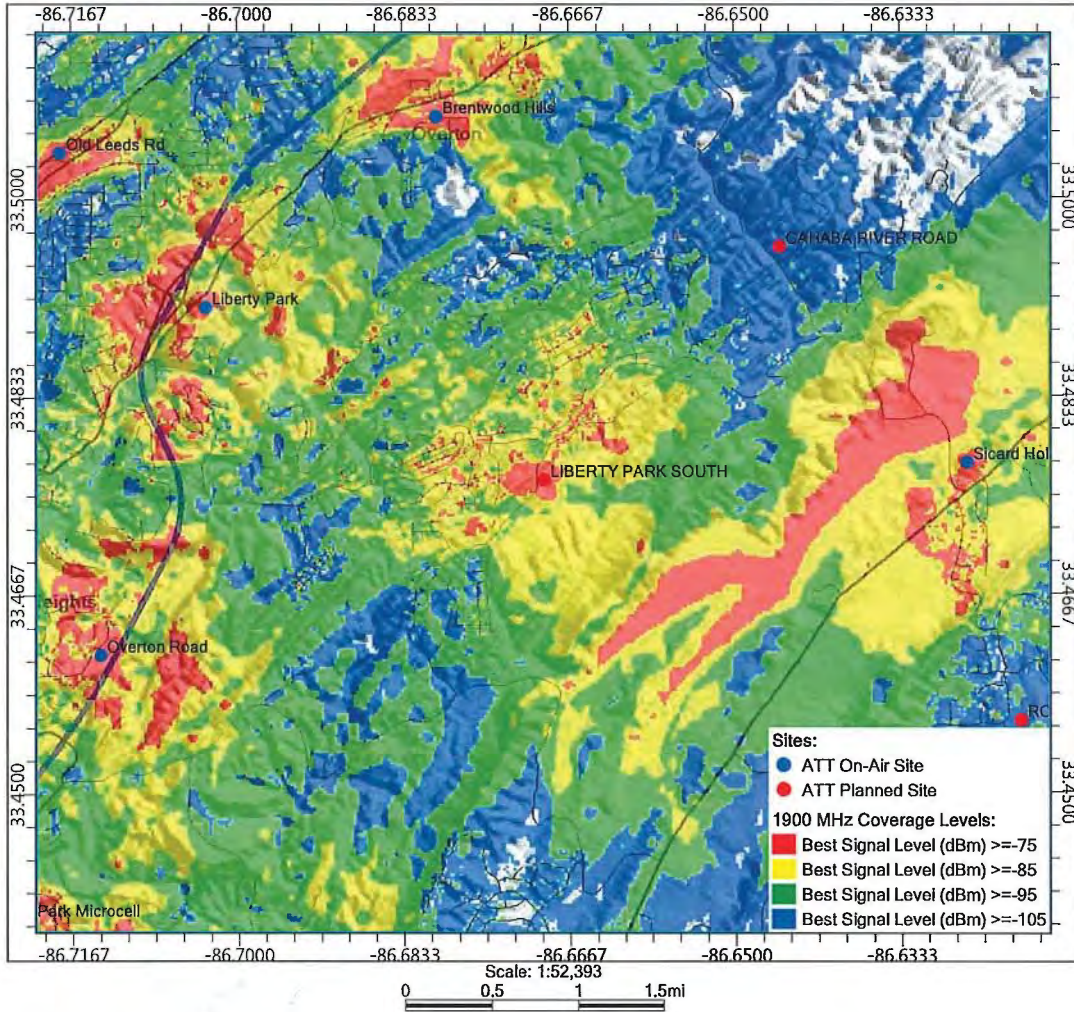


Liberty Park South - Existing 1900 MHz Coverage





Liberty Park South - Proposed 1900 MHz Coverage



ORDINANCE NUMBER 2873

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-1 TO VESTAVIA HILLS INST

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 Jefferson County E-1 (estate residential) to Vestavia Hills Inst (institutional district):

2647 Gresham Drive
Acreage Adjacent to the former Gresham School
City of Vestavia Hills Board of Education, Owner(s)

A parcel of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at a 2" capped rebar found and locally accepted to be the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 28, said point also being a point on the East right of way margin of Gresham Drive (50' right of way); thence run in a Northerly direction along the West line of said 1/4-1/4 section and along said East right of way for a distance of 365.04 feet to a 1/2" rebar found; thence turn right 92 degrees 05 minutes 00 seconds, leaving the West line of said 1/4-1/4 section and said right of way, and run in an Easterly direction for a distance of 238.70 feet to an iron pin set; thence turn right 87 degrees 55 minutes 09 seconds and run in a southerly direction for a distance of 365.46 feet to an iron pin set on the South line of said 1/4-1/4 section; thence run in a Westerly direction along said South line for a distance of 238.70 feet to the POINT OF BEGINNING. Containing 2.00 acres, more or less.

BE IT FURTHER ORDAINED, that said zoning is conditioned upon the Vestavia Hills Board of Education ownership and should the Vestavia Hills Board of Education choose to sell the property, in such event, this Ordinance Number 2873 shall be rescinded in its entirety and the property rezoned to the original Jefferson County E-1 zoning classification.

APPROVED and ADOPTED this the 14th day of October, 2019.

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 # 2873 is a true and correct copy of such 14th day of October, 2019, 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 _____, 2019.

Rebecca Leavings
City Clerk



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

Date: **AUGUST 8, 2019**

- **CASE:** P-0819-37
- **REQUESTED ACTION:** Rezoning JC E-1 to Vestavia Hills-INST
- **ADDRESS/LOCATION:** 2647 Gresham Drive
- **APPLICANT/OWNER:** The Board of Education of the City of Vestavia Hills, Alabama
- **GENERAL DISCUSSION:** This is a rezoning of a property on Gresham Drive from JC E-1 to VH-Institutional. The property was just recently purchased by the School Board, and is adjacent to the site of the new Dolly Ridge Elementary School. The property will be used for school parking. Property was annexed overnight by Ordinance 2854 on 6/10/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for institutional district.
- **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. Weaver made a motion to recommend Rezoning from JC E-1 to Vestavia Hills-INST with the condition that the zoning revert to the compatible City zoning (Vestavia

Hills E-2) if the property is no longer owned by the Vestavia Hills Board of Education for the property located At 2647 Gresham Drive. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver– yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: The Board of Education of the City of Vestavia Hills, Alabama

ADDRESS: 1204 Montgomery Highway
Vestavia Hills, Alabama 35216

MAILING ADDRESS (if different from above) _____
Post Office Box 660826, Vestavia Hills, Alabama 35266-0826

PHONE NUMBER: Home _____ Office 205-402-5116

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____
Superintendent Dr. Todd Freeman

P0819-37//Gresham School
2647 Gresham Drive
Rezone to VH Inst.
VH Bd. of Education
E1

JC

P&Z Application
Page 5

III. ACTION REQUESTED

Request that the above described property be zoned/rezoned

From: Jefferson County E-1

To: Vestavia Hills Institutional

For the intended purpose of: School Purposes

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

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

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

See attached

Property size: _____ feet X _____ feet. Acres: _____

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

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

THE BOARD OF EDUCATION OF THE
CITY OF VESTAVIA HILLS, ALABAMA



Representing Agent (if any)/date

Superintendent Dr. Todd Freeman

Owner Signature/Date

Given under my hand and seal
this 24th day of June, 2019.

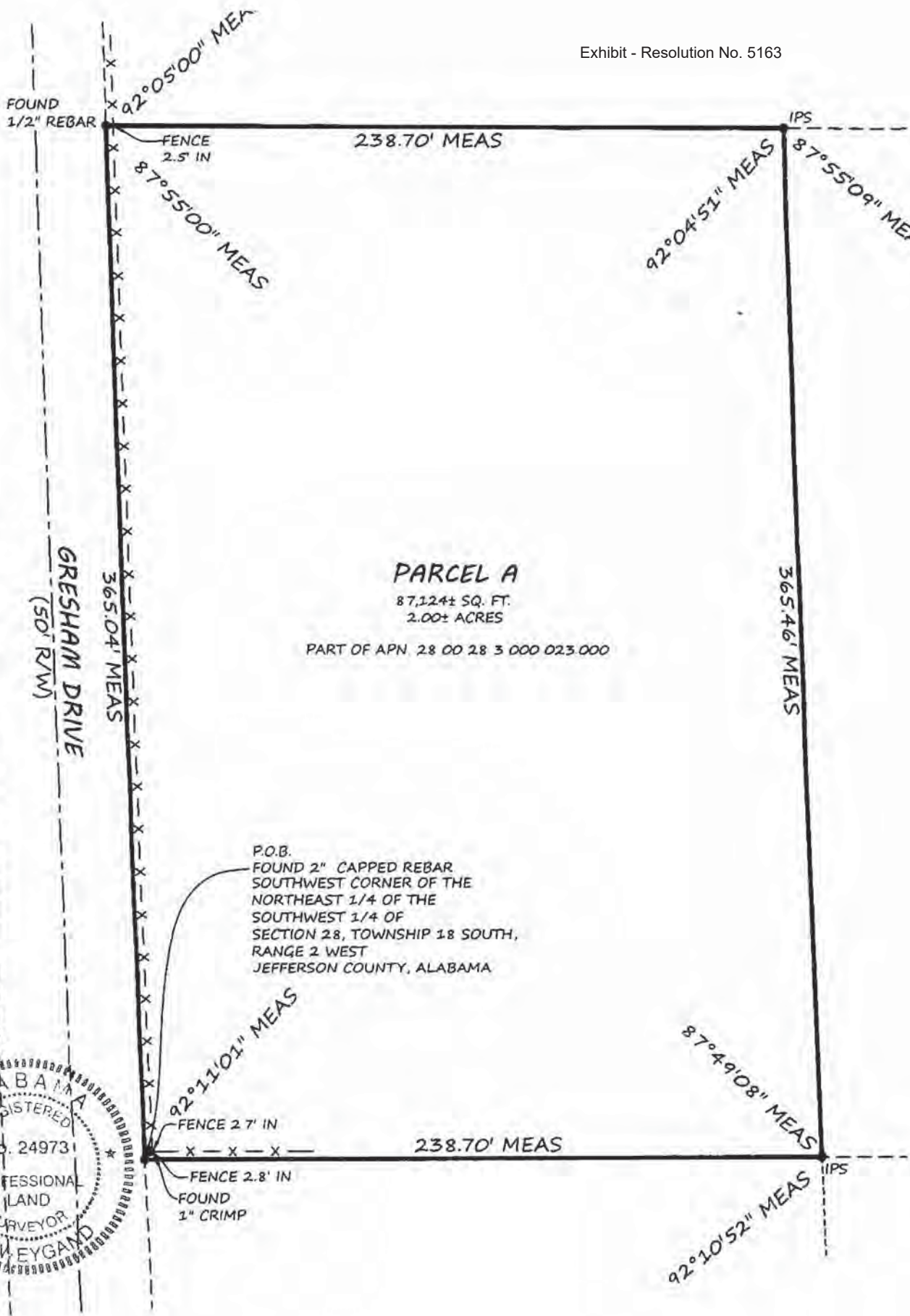
Patricia H. Boyce
Notary Public

My commission expires Sixth
day of July, 2020.

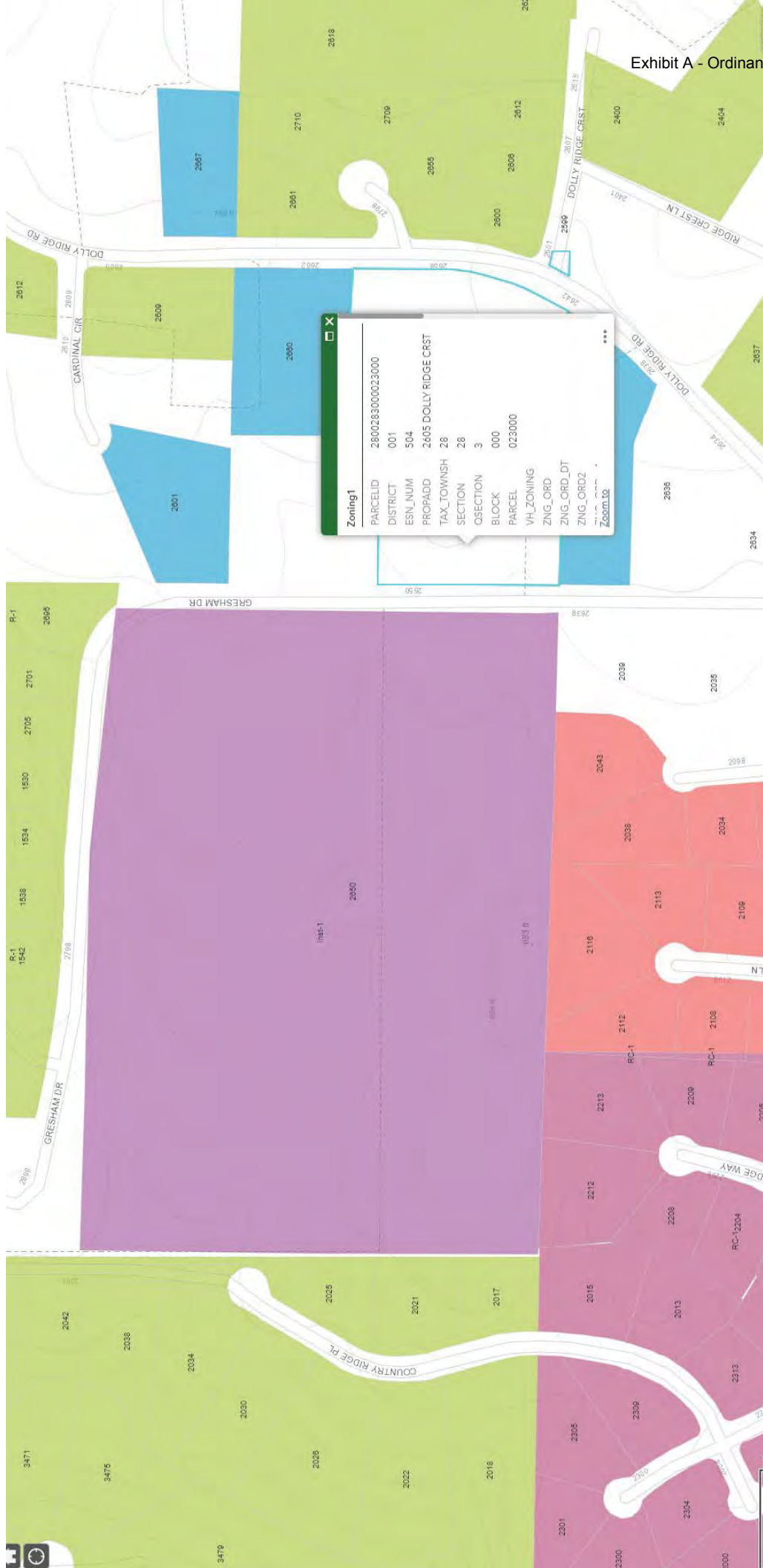


LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SANITARY SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- X— ANCHOR
- X- FENCE
- X—X— POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- ▨ DECK
- ⊙ CONCRETE
- ▨ WALL



LEGAL DESCRIPTION:



ORDINANCE NUMBER 2874

AN AMENDING ORDINANCE NUMBER 2110 AND 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 REQUIREMENTS OF ORDINANCE 2110 FOR REZONING OF THE PROPERTY TO VESTAVIA HILLS B-2 WITH REVISED RESTRICTIONS.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That Ordinance Number 2110 and the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 to Vestavia Hills B-2;

Lot 1A, Resurvey of Lots 1 & 3, Topfield Subdivision, 42/72
Clint Gentry, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning shall be conditioned upon the following revised conditions: (1) that the development be 2 separate lots for the construction of 2 commercial buildings (2) that only one curb cut be allowed for the entire development for access to Blue Lake Drive, said access to be located opposite of Pine Tree Drive; (3) that the buffers be approved by the Vestavia Hills Design Review Board at a minimum of 10' in width as required by the zoning code; (4) that said building shall be designed and constructed as a residential nature, said architectural style to be approved by the Vestavia Hills Design Review Board; (5) that 5' sidewalks be constructed along the front of the development abutting Blue Lake Drive; (6) that the uses approved for the development be limited to B-1 uses as specified in the zoning code with the further restriction that no convenience stores, dry cleaning plants, and/or food

service establishments be permitted; and (7) that a request be submitted by the applicant to the Chief of Police of the Vestavia Hills Police Department for a 4-way stop sign to be installed at the intersection of Pine Tree and Blue Lake Drive.

APPROVED and ADOPTED this the 14th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

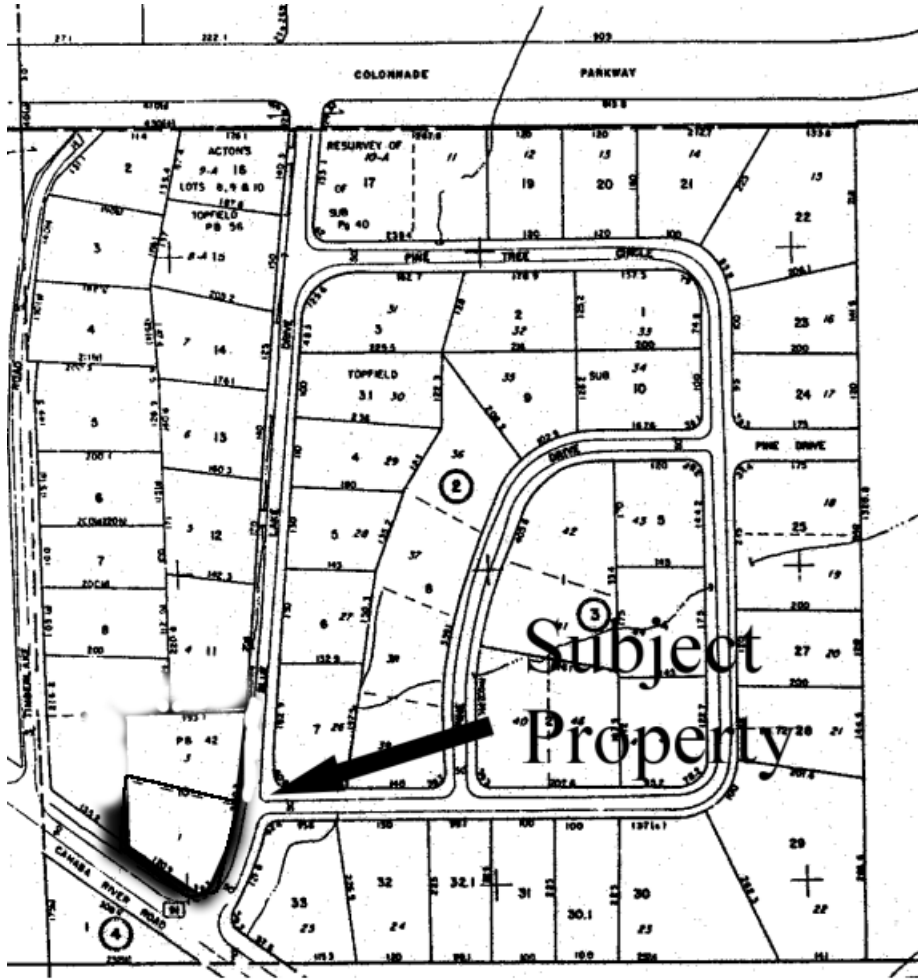
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2874 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 14th day of October, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest Public Library, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



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

Date: **AUGUST 08, 2019**

- **CASE:** P-0819-40
- **REQUESTED ACTION:** Amendment to Ordinance 2110 to allow a two story development
- **ADDRESS/LOCATION:** 3100 Blue Lake Dr.
- **APPLICANT/OWNER:** R. Clint Gentry
- **GENERAL DISCUSSION:** When Ordinance 2110 was approved for this lot and its neighbor (3104 Blue Lake Dr.) on 9/19/05 with several conditions attached. The property has since changed ownership as well as the site plan. To meet the goals of the new development, the applicant is asking relief from conditions 2 & 5 or the rezoning ordinance. Condition 2 mandated a cross parking agreement between this lot and it's neighbor. That agreement has never been signed and is not needed since each individual lot can accommodate its own parking. Condition 5 limited the height to 1.5 stories, while the new development plan is seeking to build a 2-story structure. The building would have a pharmacy on the first floor with offices on the 2nd. The proposed site plan is attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan for retail/mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: 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 amend Ordinance 2110, removing conditions 2 & 5, for the property located At 3100 Blue Lake Dr. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver – yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

ORDINANCE NUMBER 2110

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 A PARCEL OF PROPERTY FROM VESTAVIA HILLS R-1 TO VESTAVIA HILLS B-2 WITH RESTRICTIONS.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 to Vestavia Hills B-2;

Lots 1 & 3, Topfield Subdivision, 42/72
Billy and Sharron Turner, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning shall be conditioned upon the following conditions: (1) that the development be 2 separate lots for the construction of 2 commercial buildings (2) that the development have a cross parking agreement to allow parking between facilities; (3) that only one curb cut be allowed for the entire development for access to Blue Lake Drive, said access to be located opposite of Pine Tree Drive; (4) that the buffers be approved by the Vestavia Hills Landscape and Architectural Control Committee at a minimum of 10' in width as required by the zoning code; (5) that the buildings be limited to 1 ½ stories in height; (6) that said buildings shall be designed and constructed as a residential nature, said architectural style to be approved by the Vestavia Hills Landscape and Architectural Control Committee; (7) that 5' sidewalks be constructed along the front of the development abutting Blue Lake Drive; (8) that the uses approved for the development be limited to B-1 uses as specified in the

zoning code with the further restriction that no convenience stores, dry cleaning plants, and/or food service establishments be permitted; and (9) that a request be submitted by the applicant to the Chief of Police of the Vestavia Hills Police Department for a 4-way stop sign to be installed at the intersection of Pine Tree and Blue Lake Drive.

APPROVED and ADOPTED this the 19th day of September, 2005.



Greg Canfield
Council President

ATTESTED BY:



Rebecca Leavings
Acting City Clerk

APPROVED BY:



Charles A. McCallum
Mayor

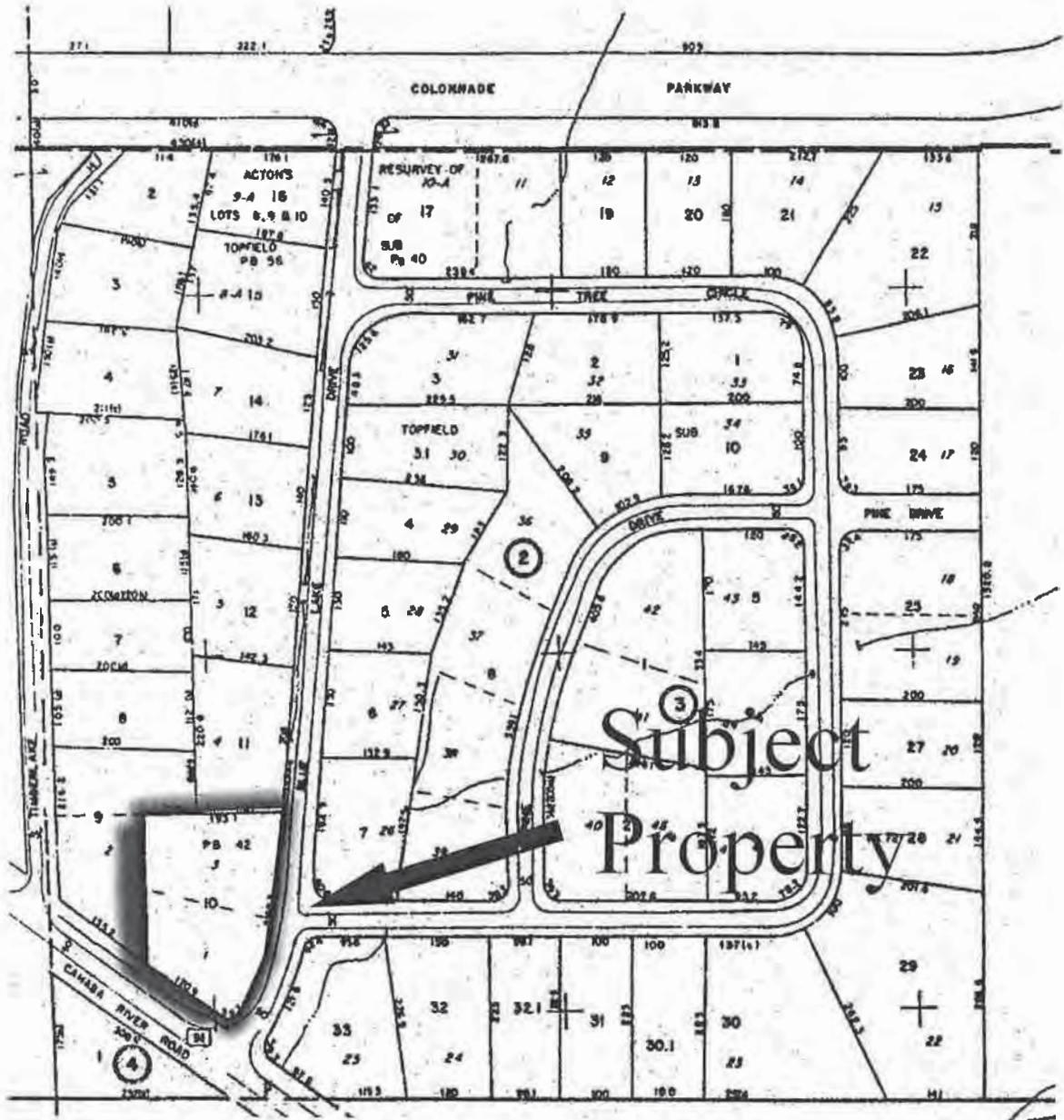
CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2110 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 1st day of August, 2005 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Richard M. Scruschy Public Library, Vestavia Hills City Center and Vestavia Hills Recreational Center this the 29th day of Sept., 2005.



Rebecca Leavings
Acting City Clerk





Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
 Jefferson County, Alabama
Gentry Pharmacy

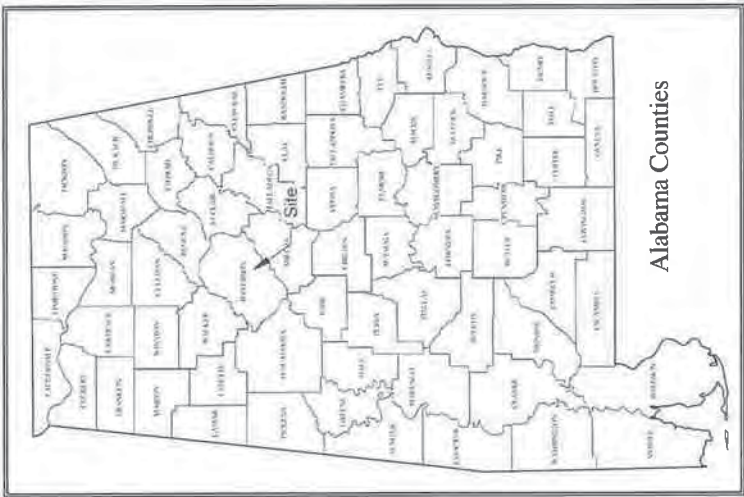
Title Sheet
 Project No. 1800274N
 Date: June 12, 2019
 Scale: as shown
 Drawing: C-0.0

Exhibit A - Ordinance No. 2874

Gentry Pharmacy

3100 Blue Lake Drive, Vestavia Hills, Alabama
 Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
 Jefferson County, Alabama

Sheet #	Description
C-0.0	Title Sheet
C-0.1	General Notes
C-0.2	Existing Conditions (by others)
C-1.0	Site Plan
C-2.0	Utility Plan
C-3.0	Grading and Drainage Plan
C-4.0	CBMP Plan
C-5.0	Construction Details
Landscape Plans by Others	
L-1	Landscape Plan
L-2	Landscape Details



P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2



Gentry Pharmacy

Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama

Exhibit A - Ordinance No. 2874

C-0.1

Drawing

Scale

Date: June 12, 2019

Title: 28027401

Sheet No. 00027401

Construction Sequence for Erosion Control

1. Contractor shall prepare and submit a detailed construction sequence and schedule to the City of Gentry, Alabama, for review and approval. The schedule shall include the following:
 - a. Construction of all erosion control measures.
 - b. Construction of all foundation and structural elements.
 - c. Construction of all exterior walls and roof.
 - d. Construction of all interior walls and roof.
 - e. Construction of all utility lines and conduits.
 - f. Construction of all site improvements.
2. All erosion control measures shall be installed prior to the start of any excavation or foundation work.
3. All erosion control measures shall be maintained throughout the construction process.
4. Construction of any new utility conduits, gutters and other waterproofing operations shall be completed prior to the start of any excavation or foundation work.
5. All erosion control measures shall be installed prior to the start of any excavation or foundation work.
6. All erosion control measures shall be maintained throughout the construction process.
7. All erosion control measures shall be maintained throughout the construction process.

Property Information:

Site Address: 3100 Blue Lake Drive, Wetumpka, Alabama Parcel ID #: 28027401010001

Permitting Requirements:

1. Stormwater Management Plan (SWMP) required for all projects.
2. Erosion Control Plan (ECP) required for all projects.
3. Sedimentation Control Plan (SCP) required for all projects.
4. Construction Site Plan (CSP) required for all projects.
5. Final Site Plan (FSP) required for all projects.

Site Information:

Current Zoning: B-2
 Legal Description: Lot 1-A, A-2, Survey of L. C. & S. J. Triplett, Subdivision, as recorded in map book 210, page 53 in the office of the judge of probate in Jefferson County, Alabama.

Erosion & Sedimentation Notes:

1. Any stormwater runoff from the site shall be controlled by the use of the following measures:
 - a. Erosion control measures shall be installed prior to the start of any excavation or foundation work.
 - b. Sedimentation control measures shall be installed prior to the start of any excavation or foundation work.
 - c. Stormwater management measures shall be installed prior to the start of any excavation or foundation work.
2. The contractor shall be responsible for the design, construction, and maintenance of all erosion control measures. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
3. The contractor shall be responsible for the design, construction, and maintenance of all erosion control measures. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
4. Adequate protective measures shall be provided for the protection of adjacent properties and any other structures. The contractor shall be responsible for the design, construction, and maintenance of all erosion control measures. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
5. All erosion control measures shall be installed prior to the start of any excavation or foundation work. The contractor shall be responsible for the design, construction, and maintenance of all erosion control measures. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
6. All sedimentation control measures shall be installed prior to the start of any excavation or foundation work. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
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8. Sedimentation control measures shall be installed prior to the start of any excavation or foundation work. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
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10. Erosion control measures shall be installed prior to the start of any excavation or foundation work. The contractor shall be responsible for the design, construction, and maintenance of all erosion control measures. The contractor shall be responsible for the design, construction, and maintenance of all sedimentation control measures. The contractor shall be responsible for the design, construction, and maintenance of all stormwater management measures.
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General Notes:

1. All work shall be done in accordance with the specifications and standards of the City of Gentry, Alabama.
2. All materials shall be of the highest quality and shall be approved by the City of Gentry, Alabama.
3. All work shall be done in accordance with the specifications and standards of the City of Gentry, Alabama.
4. All work shall be done in accordance with the specifications and standards of the City of Gentry, Alabama.
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29. All work shall be done in accordance with the specifications and standards of the City of Gentry, Alabama.
30. All work shall be done in accordance with the specifications and standards of the City of Gentry, Alabama.

Gentry Pharmacy

Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama

Sheet No.

Existing Conditions

Revisions

Date

Scale

Drawing

C-0.2

TOPOGRAPHIC AND BOUNDARY SURVEY
SITUATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA
DATE: 04/14/2019



Town & C. PREPARED BY:
2723 FOSLEY LANE
PRINCETON, AL 37137
PHONE # (252) 831-7216

P0819-40//2800274001010.001
3100 Blue Lake Drive
Revised B2 for 2 story building
Clint Gentry B2

Presnell
 5000 S. PRESNELL BLVD
 MOBILE, ALABAMA 36688
 PHONE: 904.633.1111
 FAX: 904.633.1112

Gentry Pharmacy
 Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West
 Jefferson County, Alabama

Site Plan

Project No: 18-0007-04
 Date: June 12, 2018
 Scale: 1" = 10'
 Drawing: C-1.0

Exhibit A - Ordinance No. 2874



THE EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED ON PLANS OBTAINED FROM THE ALABAMA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION. ALL UTILITIES SHOWN ON THIS PLAN ARE SHOWN AS THEY APPEAR ON THE RECORD DRAWINGS AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION, DEPTH, OR CHARACTER OF ANY UTILITIES. THE USER OF THIS PLAN SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES IN THE AREA PRIOR TO ANY CONSTRUCTION. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

P0819-40/2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 B2
 Clint Gentry



Gentry Pharmacy
 Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
 Jefferson County, Alabama

Exhibit A - Ordinance No. 2874
Utility Plan
 Project No: 18070117-001
 Date: June 12, 2019
 Scale: 1" = 10'
C-2.0



THE EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN WERE OBTAINED FROM THE BIRMINGHAM WATER WORKS DEPARTMENT AND THE ALABAMA POWER COMPANY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES IN THE AREA SHOWN BY THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE BIRMINGHAM WATER WORKS DEPARTMENT AND THE ALABAMA POWER COMPANY.

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2



Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
Gentry Pharmacy
 Jefferson County, Alabama

Project Title: **Grading & Drainage Plan**
 Revision: 01/17/19, 01/17/19, 01/17/19
 Date: June 12, 2019
 Scale: 1"=10'
 Drawing: **C-3.0**



Site Storm Water Drainage:
 Existing site conditions are a vegetable lot consisting of trees, grass and weeds. The lot is currently being used for improved parking for the adjacent property owner. All stormwater from the site will be captured using manholes and pipes. This will allow a majority of the storm water from the site to infiltrate back into the ground and reduce the storm water runoff from the proposed improvements.

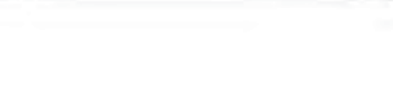
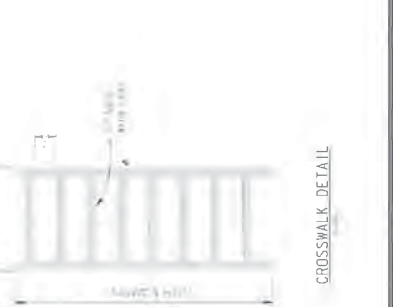
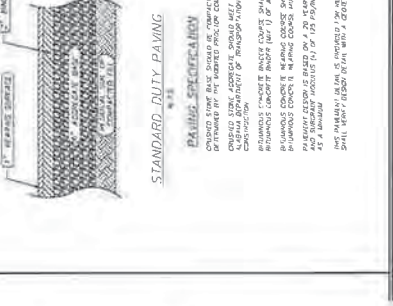
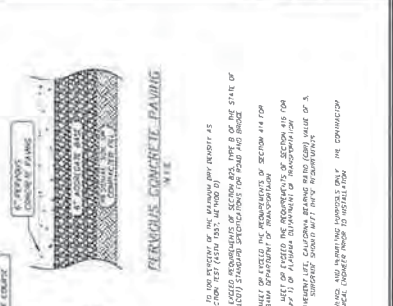
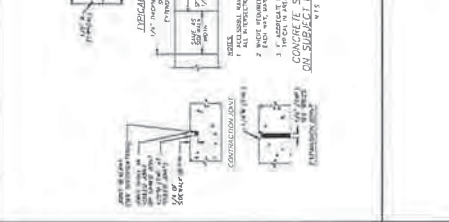
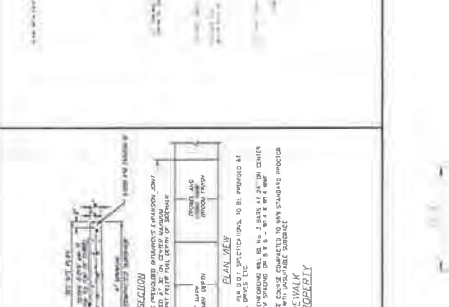
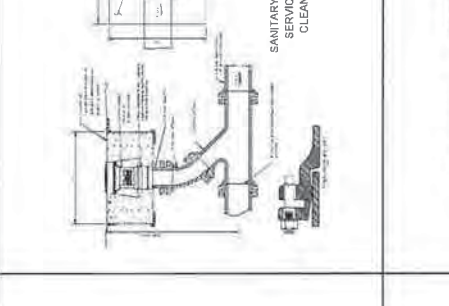
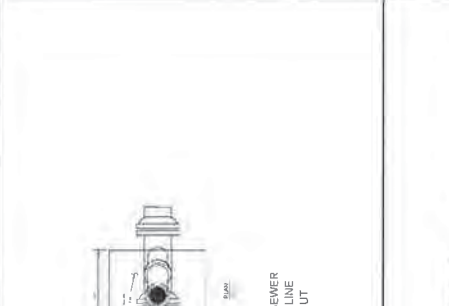
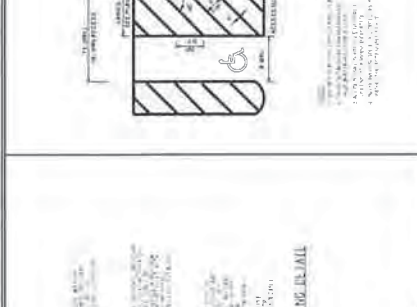
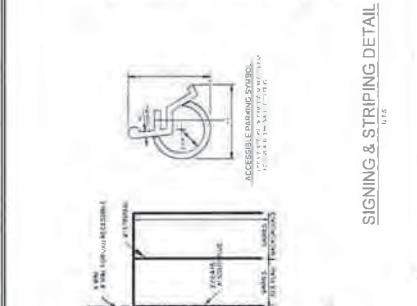
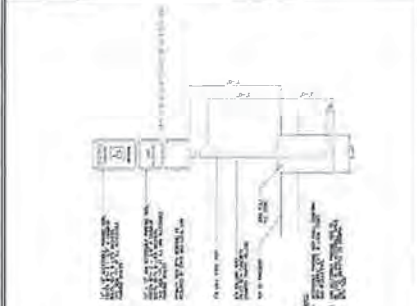
The development Peak Discharge:
 Development Peak Discharge
 Development Peak Discharge
 Wreath of CA Value: 70
 Q253: 1.1 CFS

There is an increase of 0.3 CFS in peak discharge for the 25-year storm. However, there will be no adverse impact to any adjacent or downstream property of the adjacent right of way.



THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED SITES AND HAS FOUND NO EVIDENCE OF CONTAMINATION OR OTHER HAZARDOUS MATERIALS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED SITES AND HAS FOUND NO EVIDENCE OF CONTAMINATION OR OTHER HAZARDOUS MATERIALS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED SITES AND HAS FOUND NO EVIDENCE OF CONTAMINATION OR OTHER HAZARDOUS MATERIALS.

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2



Presnell Engineering
 10000 Highway 100, Suite 100
 Birmingham, AL 35244
 Phone: 205-988-4336
 Fax: 205-988-4337

Gentry Pharmacy

Being situated in the SW 1/4 of Section 21, Township 18 South, Range 2 West,
 Jefferson County, Alabama

Exhibit A - Ordinance No. 2874

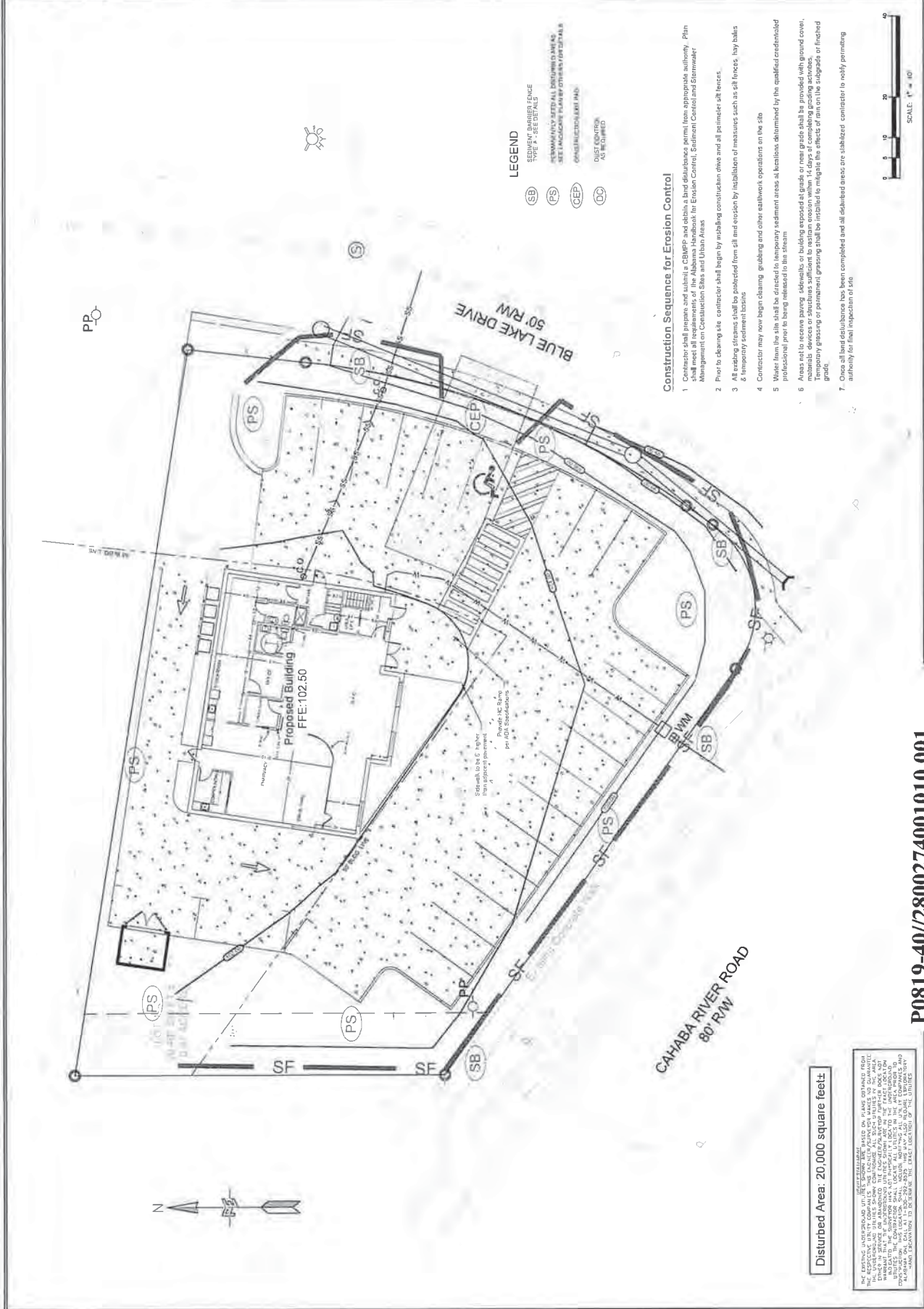
Project No. **CBMP Plan**

Revision: (None)

Date: June 12, 2019

Scale: 1" = 40'

Drawing: **C-4.0**



- LEGEND**
- (SB) SEDIMENT BARRIER (SEE SPECIFICATIONS)
 - (PS) PERIMETER SEDIMENTATION (SEE SPECIFICATIONS)
 - (CEP) CONSTRUCTION EROSION PREVENTION (SEE SPECIFICATIONS)
 - (SF) SILT FENCE (SEE SPECIFICATIONS)
 - (DL) DRAINAGE (SEE SPECIFICATIONS)

Construction Sequence for Erosion Control

1. Contractor shall prepare and submit a CBMP and obtain a land disturbance permit from appropriate authority. Plan shall meet all requirements of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas.
2. Prior to clearing site, contractor shall begin by installing construction ditches and all perimeter silt fences.
3. All working ditches shall be protected from all erosion by installation of measures such as silt fences, hay bales.
4. Contractor may now begin clearing, grubbing and other earthwork operations on the site.
5. Water from the site shall be directed to temporary sediment areas as locations determined by the qualified credentialed professional prior to being released to the stream.
6. Areas not to receive paving, sidewalks or building exposed at grade or near grade shall be provided with ground cover, matting devices or structures sufficient to restrain erosion within 14 days of completing grading activities. Temporary grouting or permeation grouting shall be installed to mitigate the effects of rain on the subgrade or finished grade.
7. Once all land disturbance has been completed and all disturbed areas are stabilized, contractor to notify permitting authority for final inspection of site.

Disturbed Area: 20,000 square feet

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2

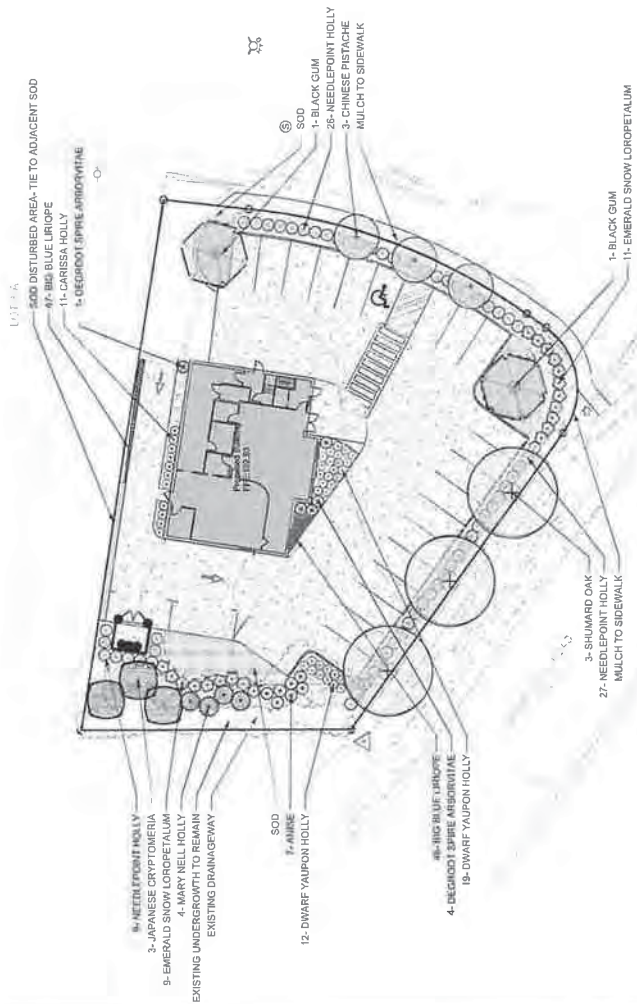
THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED PROJECT AND HAS FOUND THAT THE PROPOSED PROJECT IS IN ACCORDANCE WITH THE CITY OF BIRMINGHAM'S ZONING ORDINANCES AND THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED PROJECT AND HAS FOUND THAT THE PROPOSED PROJECT IS IN ACCORDANCE WITH THE CITY OF BIRMINGHAM'S ZONING ORDINANCES AND THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS.

DATE:	11/20/17
SCALE:	AS SHOWN
DRAWN BY:	DP
CHECKED BY:	DP
PROJECT NO.:	0819-40
SHEET NO.:	1

Planting Plan

L-1.00

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2



Count	Scientific Name	Common Name	Size	Spacing	Root	Remarks
1	Yucca glauca	Yucca	5-7 ft	As indicated	B&B	Full to ground
1	Yucca filamentosa	Yucca	10' ft	As indicated	B&B	Full to ground
1	Paspalum chinensis	Chinese Paspalum	10' ft	As indicated	B&B	Mulchbank
1	Quercus shumardi	Shumard Oak	2-2 1/2' tall	As indicated	B&B	Full Head
1	Yucca sylvatica	Black Gum	2-2 1/2' tall	As indicated	B&B	Full Head
1	Thuja occidentalis 'Smaragd'	Emerald Arborvitae	4-5 ft	4' o.c.	Cont.	Full Plant
1	Ilex cornuta 'Carissa'	Carissa Holly	15-18" sp.	3' o.c.	Cont.	Full Plant
1	Ilex cornuta 'Nippon'	Japanese Holly	15-18" sp.	3' o.c.	Cont.	Full Plant
1	Ilex pedunculata	Dark Yew Holly	15-18" sp.	3' o.c.	Cont.	Full Plant
1	Ilex pedunculata	Dark Yew Holly	15-18" sp.	3' o.c.	Cont.	Full Plant
1	Ilex pedunculata	Dark Yew Holly	15-18" sp.	3' o.c.	Cont.	Full Plant
1	Longisporium chinensis 'Shimp-H'	Purple Balmroot	18-24" fl.	4' o.c.	Cont.	Full Plant
1	Longisporium chinensis 'Shimp-H'	Purple Balmroot	18-24" fl.	4' o.c.	Cont.	Full Plant
95	Groundcover 'Big Blue'	Big Blue Liriope	1 gal.	18" o.c.	Cont.	Full Plant
95	Miscellaneous					
200	Chinese Balmroot	Burmese Sod		End of Row		Scale Ind.

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Gentry Pharmacy

Vestavia Hills, Alabama

DATE: May 11, 2019
 PROJECT NUMBER: 19-002
 DRAWING NUMBER: 19-002-01
 SHEET TITLE: 19-002-01-01

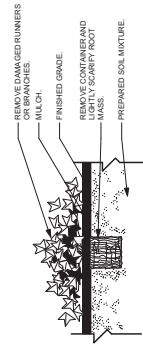
Planting Details
 L-2.00
 SOURCE: 1 of 1

GENERAL PLANTING NOTES

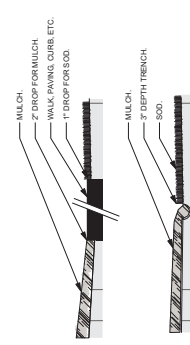
1. CONTRACTOR SHALL VERIFY ALL TREE SPECIFICATIONS ON ALL PLANTING NOTES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING LOCATIONS AND TO IDENTIFY ANY OBSTRUCTIONS TO BE REMOVED PRIOR TO CONSTRUCTION. LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL SUCH CONDITIONS TO HIS SATISFACTION. NO CHANGE IN CONTRACT PRICE WILL BE GRANTED FOR FAILURE TO OBSERVE THIS.
4. CONTRACTOR TO VERIFY ALL PLANT MATERIAL, QUANTITIES AND PLANTING AREA DIMENSIONS AND REPORT ANY DIFFERENCES TO THE ARCHITECT IMMEDIATELY UPON DESIGN REVIEW AND BEFORE ANY DIFFERENCES TO THE ARCHITECT IMMEDIATELY UPON DESIGN REVIEW.
5. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REMOVE ANY PLANT MATERIAL OR SPECIMENS FROM THE PROJECT AT ANY TIME THROUGHOUT THE PROJECT.
6. ALL TREES AND SPECIMEN PLANT MATERIAL SHALL BE LOCATED BY THE CONTRACTOR AT THE TIME OF DELIVERY TO THE PROJECT. CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL TREES AND SPECIMEN PLANT MATERIAL FROM DAMAGE PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL TREES AND SPECIMEN PLANT MATERIAL FROM DAMAGE PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL TREES AND SPECIMEN PLANT MATERIAL FROM DAMAGE PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 2% SLOPE OR GREATER IN ALL PLANTING AREAS AND DISPOSE OF OFF OWNERS PROPERTY ALL DEBRIS, WASTE AND EXCESS MATERIALS FOLLOWING COMPLETION AND LEAVE NEAT, CLEAN AND READY FOR OWNERS USE.
8. CONTRACTOR SHALL GUARANTEE ALL WORK AND PLANT MATERIAL, INCLUDING SEED AND/OR PLANTS, SHALL BE WELL FORMED, VIGOROUS GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS, AND DISEASES. PLANTS SHALL BE PROVIDED WITH A 100% GUARANTEE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STANDARDS FOR NURSERY STOCK AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC. (ANIS) AND ALL OTHER APPLICABLE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STANDARDS FOR NURSERY STOCK AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC. (ANIS) AND ALL OTHER APPLICABLE STANDARDS.
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IRRIGATION NOTES:

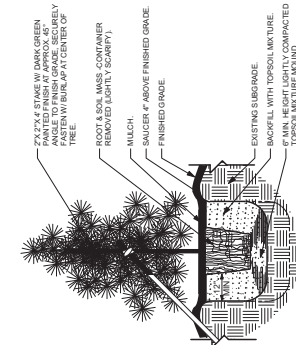
1. VERIFY REQUIRED PRESSURE PRIOR TO CONSTRUCTION INCLUDE PRESSURE LOSS THROUGH PIPING AND EQUIPMENT.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE POWER SUPPLY REQUIREMENTS AND THE DESIGN OF THE IRRIGATION SYSTEM INCLUDING MAIN FEES, PUMP, CONTROLLER, ETC.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL SLEEVING AS REQUIRED PER SITE CONDITIONS.
4. PROVIDE ALL LABOR, MATERIALS, APPLIANCES, EQUIPMENT, SERVICES AND INCIDENTALS NECESSARY TO COMPLETE THE IRRIGATION SYSTEM.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND OPERATIONS IN A MANNER SATISFACTORY TO THE OWNER. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE DRAWINGS.
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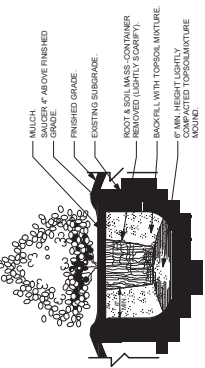
6 Groundcover Planting Detail
 Not to Scale



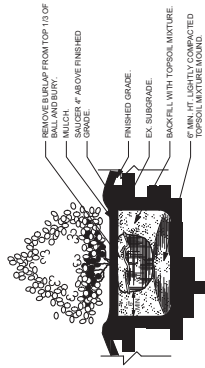
7 Edging Detail
 Not to Scale



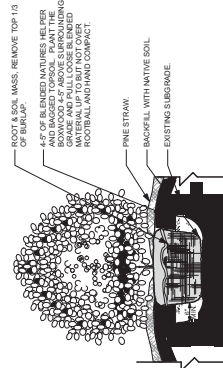
8 Liner Pine Planting Detail
 Not to Scale



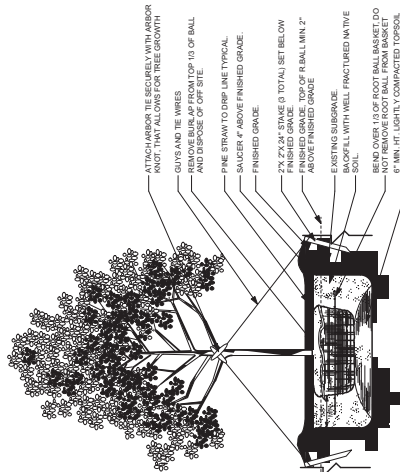
3 Container Shrub Planting Detail
 Not to Scale



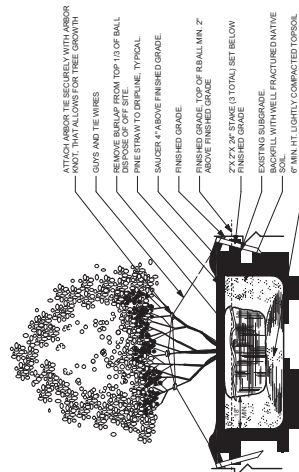
4 B&B Shrub Planting Detail
 Not to Scale



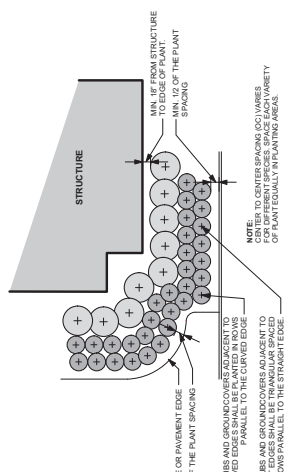
5 Boxwood Planting Detail
 Not to Scale



1 B&B Tree Planting Detail
 Not to Scale



2 Multi-Trunk Tree Planting Detail
 Not to Scale



9 Typical Plant Layout Detail
 Not to Scale

LIST OF APPROVED NURSERIES:

- | | |
|--|---|
| HUNTER TREES, LLC
Toll Free: 1-800-348-8837
Phone: 706-769-8979
Fax: 706-769-4528
Sales: sales@huntertrees.com
Mailing Address: P.O. Box 382733
35298-2733, Chelsea
Physical Address: 1800 Oak Springs Rd.
Bishop, GA 30621
Physical Address: 1800 Oak Springs Rd.
Bishop, GA 30621 | SELETT TREES, INC.
Toll Free: 1-800-548-5064
Telephone: (334) 875-9176
Fax: (334) 872-9021
Physical Address: 150 County Rd. 15 South
Geneva, Alabama 36745 |
| ROLD SPRINGS NURSERY, INC.
Office: 770-287-9198
Fax: 770-287-8803
Physical Address: 3920 Road Springs Rd.
Monroeville, GA 30056 | PLANTATION TREE COMPANY
Toll Free: 1-800-548-5064
Telephone: (334) 875-9176
Fax: (334) 872-9021
Physical Address: 150 County Rd. 15 South
Geneva, Alabama 36745 |
| TOTAL SCAPE FARMS
Office: 205-422-7577
Sales: 205-422-7577
Physical Address: 216 1st St. N.
Montevallo, AL 35114-8730 | GREEN VALLEY FARMS
Phone: 205-665-1935
Sales: 205-665-1935
Physical Address: 10000 Highway 101
Montevallo, AL 35114-8730 |

ADDITIONAL NURSERIES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.

ORDINANCE NUMBER 2875

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-5 TO VESTAVIA HILLS R-9

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-5 (multi-family residential district) to Vestavia Hills R-9 (planned residential district):

2961 Green Valley Road
Magnum Properties, Owner(s)

Part of the NW ¼ of the NW ¼ of Section 22, Township 18, Range 2 West, more particularly described as follows:

Commence at the NW corner of Section 22, Township 18 South, Range 2 West, thence East along the north line of said Section for 353.0 feet to the point of beginning, that point being also on the south right-of-way line of Green Valley Road; thence continue on last described course and along said right-of-way of 160.0 feet; thence 88 degrees 22 minutes right and in a southerly direction 329.59 feet to a point on the north line of Wallace Murphy's property; thence 106 degrees 20 minutes 15 seconds right and parallel with the Birmingham Water Works Pipe Line right-of-way and along the north line of said Wallace Murphy's property and in a northwesterly direction for a distance of 166.65 feet; thence 73 degrees 09 minutes and 45 seconds right and in a northerly direction 287.27 feet to the point of beginning.

APPROVED and ADOPTED this the 14th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

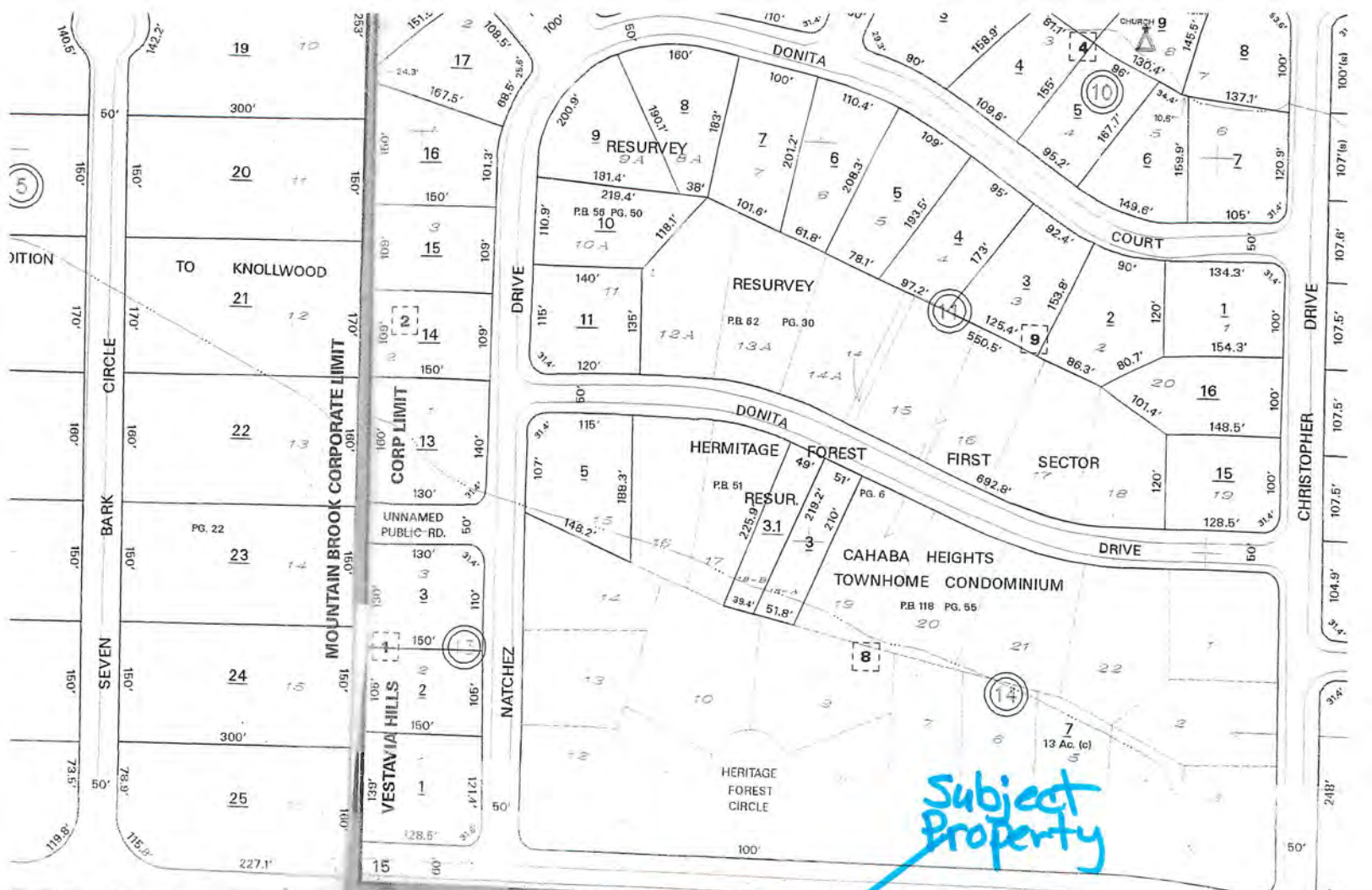
Rebecca Leavings
City Clerk

CERTIFICATION:

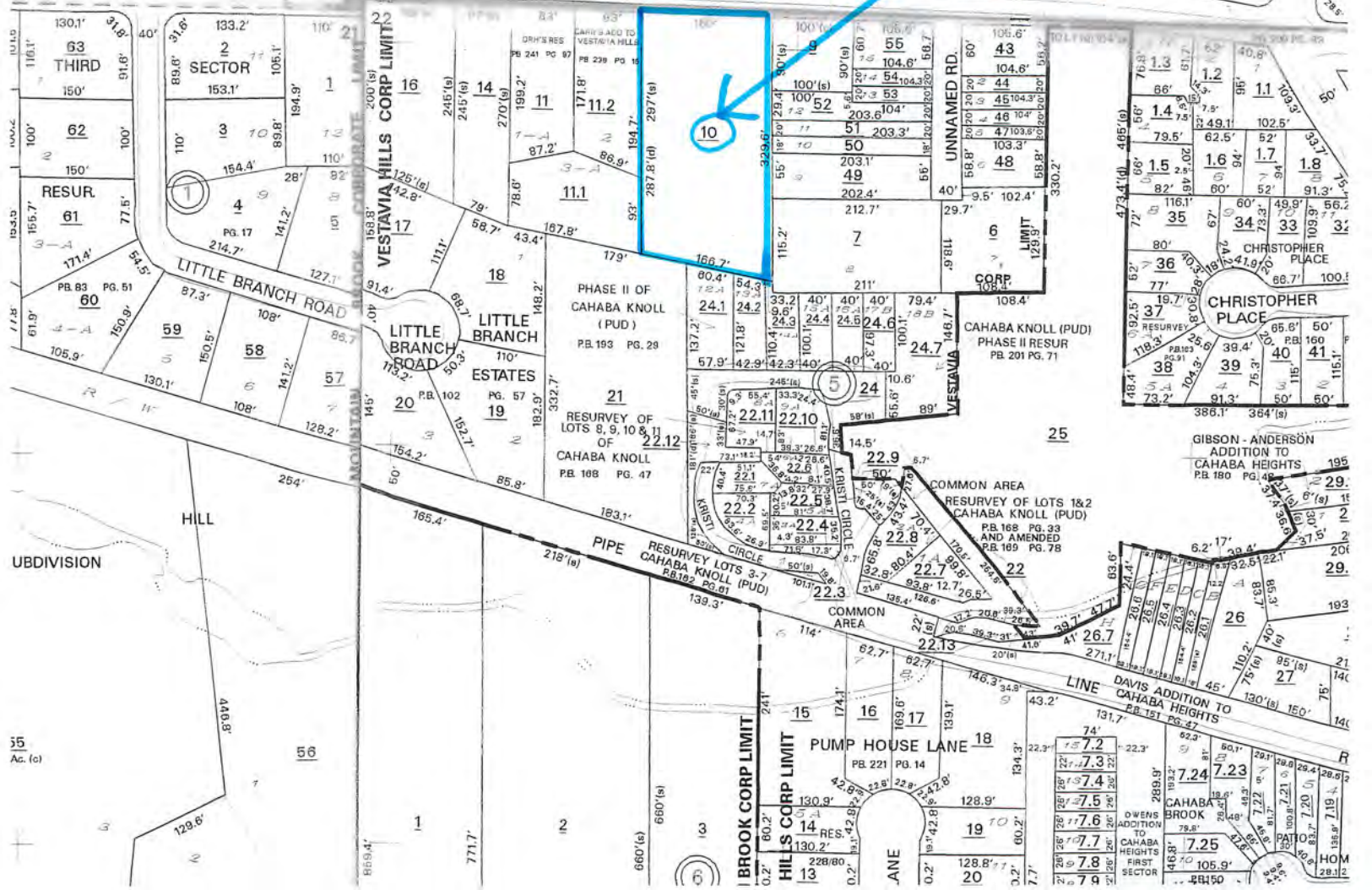
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2875 is a true and correct copy of such 14th day of October, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



Subject Property



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

Date: **AUGUST 08, 2019**

- **CASE:** P-0819-38
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-5 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 2961 Green Valley Rd.
- **APPLICANT/OWNER:** Magnum Properties, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 2961 Green Valley Rd. from R-5 to R-9. The applicant would demolish the four unit apartment building and construct 11 single family homes/lots. The lots would have a front setback of 8', side setbacks of 5' between dwellings, and a rear setback of 10'. All roads, sidewalks and improvements will be private and maintained by a homeowner's association. The proposed site plan, renderings, and covenants are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The plan states this property is for low density residential, however, it borders a medium residential single family product on both sides and would provide less density than an entitled multi-family development.
- **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 from Vestavia Hills R-5 to Vestavia Hills R-9 for the property located At 2961 Green Valley Rd.. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver– yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

CARR & ASSOCIATES ENGINEERS, INC.
 153 CAHABA VALLEY PARKWAY
 FLEMING, ALABAMA 35124
 PHONE (205) 654-4444 FAX (205) 654-4466
 CIVIL, STRUCTURAL & ENVIRONMENTAL ENGINEERS
 AND
 LAND SURVEYORS
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 ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF CARR & ASSOCIATES ENGINEERS, INC.

NO.	DESCRIPTION	BY	REVIEW	DATE

REVISION	DATE	DESCRIPTION

FIELD BOOK	SURVEYOR	REVIEW	PRODUCTION

CLIENT	PROJECT NO.	DRAWING TITLE:
MAGNUM PROPERTIES, LLC	76-205	LOT LINES
CITY OF VESTAVIA HILLS		JEFFERSON COUNTY, ALABAMA
THE COTTAGES ON GREEN VALLEY		

DATE:	SCALE:
7/2/19	1"=20'

LOT SIZES

LOT NO.	AREA
1	2,929.70 SQ FT
2	2,755.72 SQ FT
3	2,686.99 SQ FT
4	3,115.23 SQ FT
5	3,115.23 SQ FT
6	2,966.83 SQ FT
7	4,414.76 SQ FT
8	2,652.42 SQ FT
9	2,754.06 SQ FT
10	2,754.06 SQ FT
11	3,267.18 SQ FT

ITE TRIP GENERATION ESTIMATION

RENTAL UNITS	6.59 TRIPS/UNIT
EXISTING ZONING	12 UNITS
PROPOSED USE	73 TRIPS/DAY
	73 TRIPS PER DAY



LOT SIZES

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1	2,929.70 SQ FT
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	73 TRIPS PER DAY



Scale 1" = 20'





CARR & ASSOCIATES ENGINEERS, INC.
 153 CAHABA VALLEY PARKWAY
 FLEMING, ALABAMA 35124
 PHONE (205) 654-4444 FAX (205) 654-4466
 CIVIL, STRUCTURAL & ENVIRONMENTAL ENGINEERS
 AND
 LAND SURVEYORS

NO.	DESCRIPTION	BY	REVIEW	DATE

REVISION	REVIEW

FIELD BOOK	SURVEYOR

CLIENT: **MAGNUM PROPERTIES, LLC**
 PROJECT NAME: **THE COTTAGES ON GREEN VALLEY CITY OF VESTAVIA HILLS JEFFERSON COUNTY, ALABAMA**
 DRAWING TITLE: **PRELIMINARY PLAT**

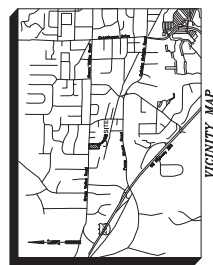
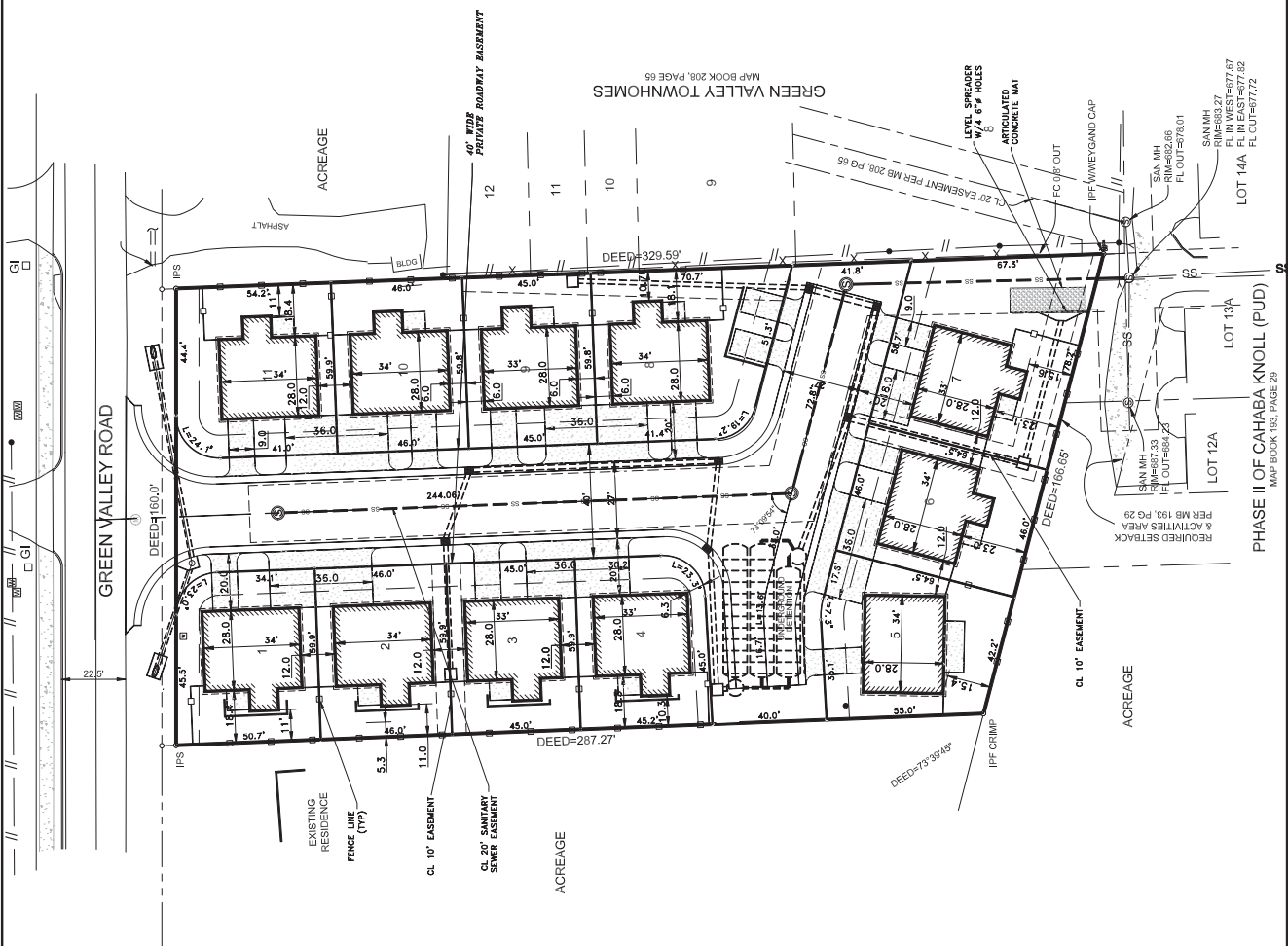
DATE: 7/2/19
 SCALE: 1"=20'
 DESIGNER: J.E. CARR
 CHECKER: J.E. CARR
 PROJECT NO.: 76-205
 SHEET NO.: 1 OF 1
 DWG. NO.: 76-205-04

LOT SIZES

LOT NO.	AREA
1	2,929.70 SQ. FT.
2	2,755.72 SQ. FT.
3	2,696.99 SQ. FT.
4	3,195.23 SQ. FT.
5	2,966.83 SQ. FT.
6	4,414.76 SQ. FT.
7	3,659.29 SQ. FT.
8	2,754.06 SQ. FT.
9	3,267.18 SQ. FT.

ITE TRIP GENERATION ESTIMATION

RENTAL UNITS	6.59 TRIPS/UNIT
EXISTING ZONING	79 TRIPS/DAY
PROPOSED USE	73 TRIPS PER DAY
EXISTING UNITS	12 UNITS
PROPOSED UNITS	11 UNITS



VICINITY MAP
 1/2" = 20'

PHASE II OF CAHABA KNOLL (PUD)
 MAP BOOK 193, PAGE 29

LOT 14A
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 13A
 PER MS 193, PG 29
 REQUIRED SETBACK
 & ACFTYLES AREA
 SAN MH
 RIM=877.33
 FL OUT=884.23

LOT 12A
 SAN MH
 RIM=883.27
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 11
 DEED=186.65
 CL 10' EASEMENT
 IFF CRIMP

LOT 10
 DEED=186.65
 CL 10' EASEMENT
 IFF WINEY GAND CAP

LOT 9
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65
 IFF WINEY GAND CAP

LOT 8
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

LOT 7
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

LOT 6
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

LOT 5
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

LOT 4
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

LOT 3
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

LOT 2
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

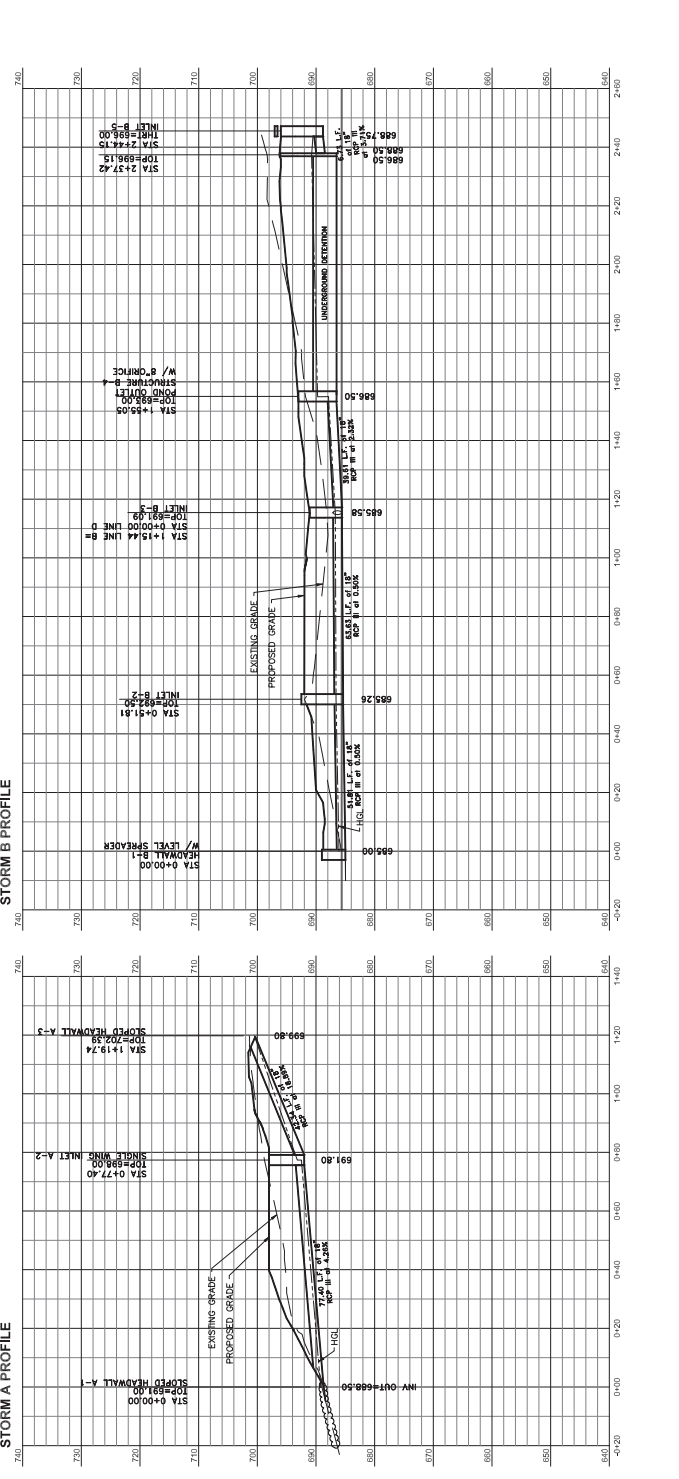
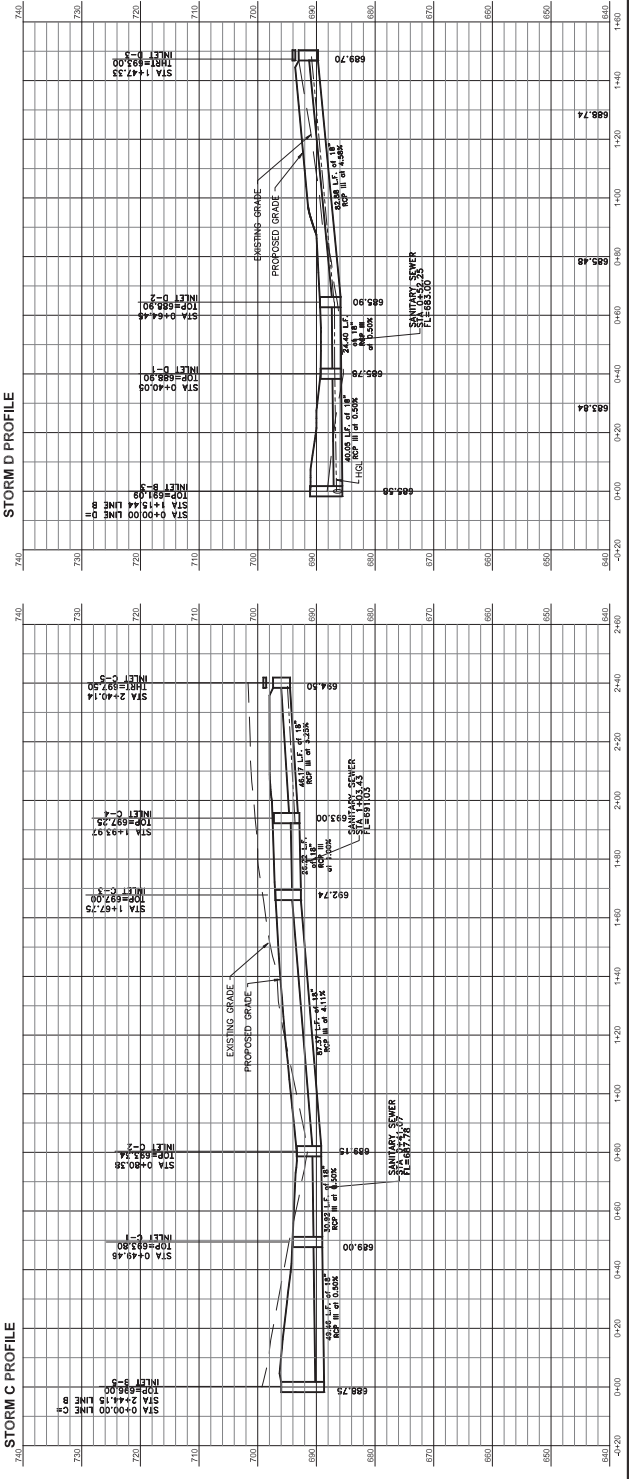
LOT 1
 DEED=186.65
 CL 20' EASEMENT PER MS 208, PG 65

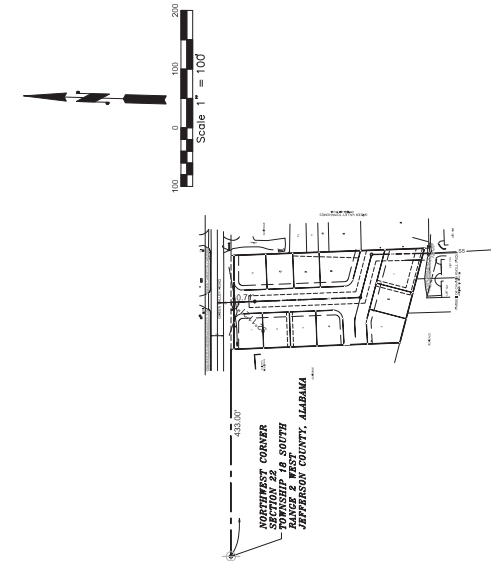
CLIENT: MAGNUM PROPERTIES, LLC
 PROJECT NAME: THE COTTAGES ON GREEN VALLEY
 CITY OF VESTAVIA HILLS
 JEFFERSON COUNTY, ALABAMA
 DRAWING TITLE: STORM DRAINAGE PROFILES

SCALE: 1"=20'
 DATE: 7/2/19
 DESIGN FIRM: JBC
 DESIGN ENGINEER: P. E.
 CHECKER: JBC
 SURVEYOR: JBC
 REVIEW: JBC

NO.	DESCRIPTION	BY	REVIEW	DATE

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 CIVIL, STRUCTURAL & ENVIRONMENTAL ENGINEERS
 AND
 LAND SURVEYORS
 153 CAHAHA VALLEY PARKWAY
 PRICHARD, ALABAMA 35124
 PHONE (205) 664-4444 FAX (205) 664-4466
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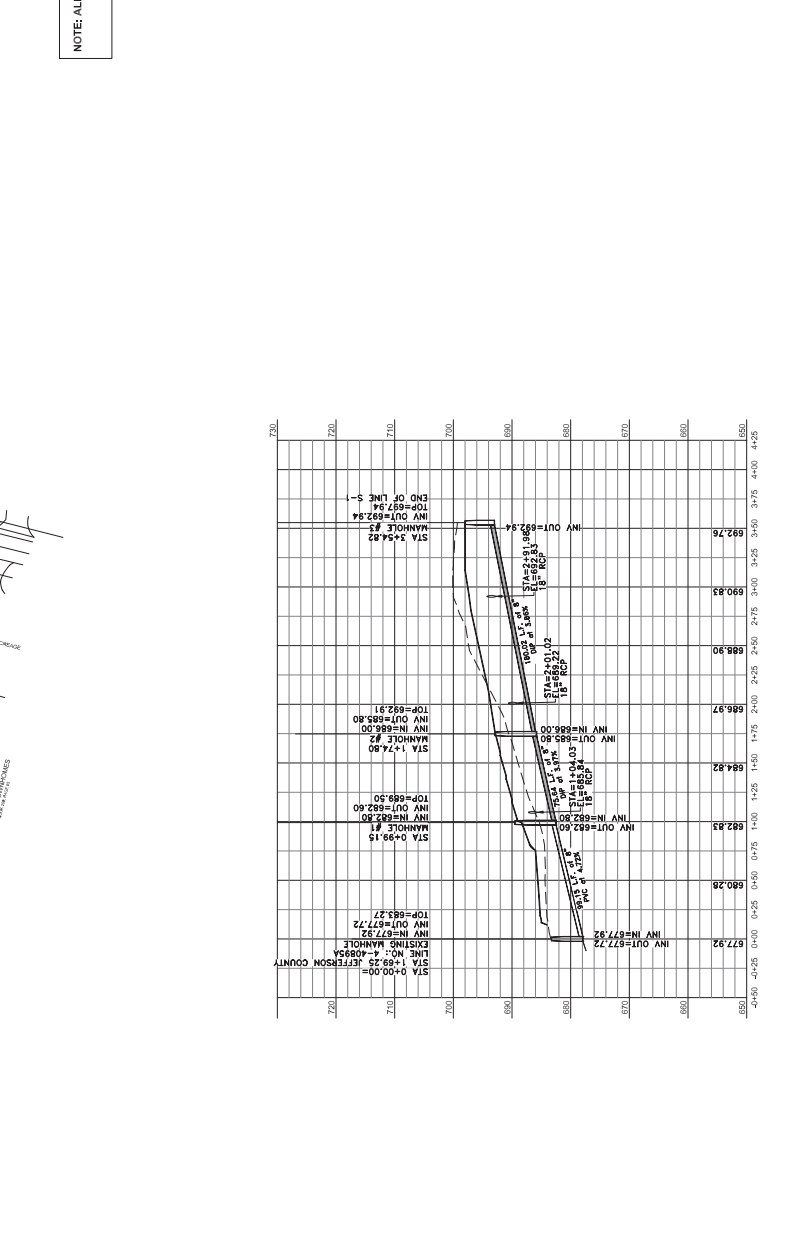
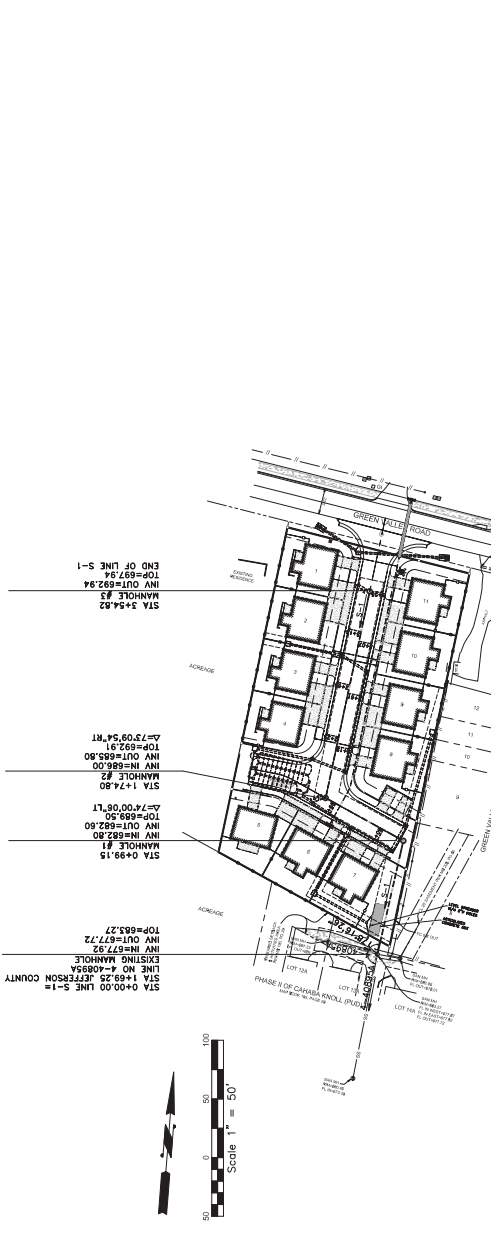
OWNER:
 GRAYS MILL, LLC
 Birmingham, Alabama 35243
 CONTACT: RICE HADLEY
 CONTRACT: RICE HADLEY
 SITE NO. 153 CAHAHA VALLEY PARKWAY
 TOWNSHIP 18 SOUTH, RANGE & WEST
 JEFFERSON COUNTY, ALABAMA

SECTION TIE
 SCALE: 1"=100'

NOTE: ALL LATERALS TO BE
 4" DIP

**JEFFERSON COUNTY STANDARD
 NOTES FOR 8 INCH AND LARGER
 SANITARY SEWERS**

- All construction shall be in accordance with the standards and specifications of the Alabama Department of Transportation and the State Highway Department, and applicable S.H.A. regulations, as applicable.
- The Contractor shall notify the Jefferson County Environmental Services Department 325-5127 at least 24 hours prior to beginning construction. There shall be no changes in construction when inspected by the Jefferson County Environmental Services Department.
- Ductile iron pipe shall be Pressure Class 350 or better.
- PVC pipe shall be AWWA C900, Cast Iron (CI) standard dimensions. Dimension Ratio (DR) 18. Pressure Class (PC) 150 psi or better.
- In each trench, four inches of crushed stone shall be placed under sewer lines of 12 inches in diameter or smaller and six inches for larger diameters. The trench shall be backfilled with 12 inches of crushed stone shall be placed under all sewers. The ditch shall be backfilled with crushed stone to a depth of 12 inches above the sewer pipe. The total backfill shall be crushed stone and properly checked.
- At the discretion of the ESD Inspector, a connection of Sanitary sewer pipe (8 inch through 16 inch) of diameter sizes or for repair of sanitary sewer pipes of similar materials may be made by using an approved manhole and pipe type approved by the County. Coupling with non-reinforced elastic material specifically for dimensions of the pipe shall be used. The manhole shall be constructed of 316 stainless steel, with an adjustable stainless steel shear ring, and shall be installed in accordance with the manufacturer's instructions. The manhole shall be installed as recommended and adjustable coupling shall be installed as recommended and specified by the manufacturer. Each coupling shall bear the manufacturer's name and required markings.
- Manholes shall meet ASTM specification C475. Joints between manhole sections shall be offset tongue and groove "u" not type, supplied with Tylor Super Seal pre-lubricated gaskets as specified in the manufacturer's installation manual. Manholes shall be constructed of concrete or precast concrete with a minimum diameter of 48 inches and a minimum thickness of 5 inches. All manhole comes shall be of the concrete type. Manholes may be finished in street grade with side and mortar. The minimum depth shall not be less than 10 feet.



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



cottages

at green valley

The City of Vestavia Hills



TOWER
HOMES

CURRENT BUILDING



CURRENT STREETScape



CONCEPT OF STREETScape



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



Cottages at Green Valley, The City of Vestavia Hills, AL

COMMUNITY MAP WITH LANDSCAPING P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



GREEN VALLEY ROAD

ELEVATIONS



P0819-38//2800222005010.000
2961 Green Valley Rd.
Rezone to R9
Magnum Properties R5



PLAN 1188



PLAN 1136



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties R5

STATE OF ALABAMA)
JEFFERSON COUNTY)

**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COTTAGES ON GREEN VALLEY, A RESIDENTIAL SUBDIVISION**

THIS **DECLARATION OF PROTECTIVE COVENANTS** (the “Declaration”) is made as of this the ____ day of _____, 2019, by **GRANT’S MILL, LLC**, an Alabama limited liability company (“Developer”), and declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the “Protective Covenants”).

WHEREAS, the Developer is the owner of certain real property located in Jefferson County, Alabama and more particularly described on Exhibit A attached hereto, which real property the Developer plans, by phases, to develop into a residential subdivision to be known as The Cottages on Green Valley (the “Subdivision”); and

WHEREAS, the Developer has completed the Subdivision, the plat for which is recorded in Map Book _____, Page _____, in the Office of the Judge of Probate of Jefferson County, Alabama (the “Record Map”); and

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to these Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not-for-profit corporation (the “Association”) to which should be delegated and assigned the powers of maintaining and administering certain areas thereof which benefit all owners of property therein and enforcing these Protective Covenants and of levying, collecting and depositing such charges and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer intends to incorporate the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, together with all other real property that the Developer may elect to add thereto pursuant to and in accordance with Section 2.03 hereof, is and shall be held, transferred, sold, conveyed, leased, rented and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their grantees, heirs, successors and assigns.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.01 “Additional Property” shall mean and refer to any real property lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Property) which the Developer may from time to time submit and add to the provisions of this Declaration.

Section 1.02 “Association” shall mean and refer to The Cottages on Green Valley Homeowners Association, Inc., a not-for-profit corporation, to be formed in accordance with this Declaration under the Alabama Nonprofit Corporation Act, as well as its successors or assigns, and these Protective Covenants are referred to in the Articles of Incorporation (the “Articles”) and By-Laws (the “By-Laws”) of the Association.

Section 1.03 “Builder” shall mean any person who, or entity that, purchases, otherwise acquires or otherwise comes to own one or more Lots for the purpose of constructing a Dwelling thereon for later sale to consumers or lease to renters. No Builder shall be responsible for the obligations of Developer or the Association under this Declaration, except as expressly set forth herein or as otherwise agreed to by such Builder.

Section 1.04 “Common Area” or “Common Areas”, as the case may be, shall mean and refer to all real and/or personal property, including property which the Association owns, leases, holds an easement upon, or otherwise maintains for the use or enjoyment of the members of the Association, including, without limitation, a right of use, such as but not limited to, easements for ingress and egress to and within the Property, easements for parking on the Parking Areas (as defined below), and easements for surface water collection and retention or detention. The use of the Common Areas shall be restricted to streetlights, landscape, entry features, drainage and retention or detention, medians, sidewalks and other pedestrian and/or bicycle paths, lighting, or any other use which the Board of Directors or other governing body of the Association may allow. The Common Areas shall be maintained by the Association, as provided below. **Notwithstanding anything herein to the contrary, in no event shall the City of Vestavia be responsible for the maintenance or repair of any Common Areas.** Until such time as the Association Turnover (as defined below) occurs, the Developer reserves the right in its discretion to increase, decrease or otherwise alter the Common Areas.

Section 1.05 “Common Expense” shall mean and refer to all expenditures made or incurred by or on behalf of the Developer or Association, as the case may be, in connection with the operation, maintenance and repair of the Common Areas.

Section 1.06 “Detention Facility” shall mean any area located on, under, about or within the Property serving as a detention structure or facility, including but not limited to berms, swales or any facility designated as a “detention pond” or a “proposed detention facility” on the Record

Map of all or any portion of the Property. The Detention Facility may be located underground. The Detention Facility shall be deemed part of the "Common Areas".

Section 1.07 "Developer" shall mean and refer to Grant's Mill, LLC, an Alabama limited liability company, or its successors or assigns if such successors or assigns acquire any portion of the property from Grant's Mill, LLC, or its successors or assigns, assume in writing the obligations of Developer, and are designated as successor developer by Grant's Mill, LLC, or its successors or assigns. No mortgagee of the Property shall become Developer merely by virtue of acquiring an ownership interest in the Developer's interest in all or any part of the Property as a result of realizing on the Property as collateral for a loan to Developer or its successors or assigns. Such a mortgagee may become an Owner by virtue of acquiring a fee simple interest in one or more Lots as a result of realizing on the Property as collateral for a loan to the Developer. Such a mortgagee may become a Developer by assuming in writing the obligations of the Developer and being designated by Grant's Mill, LLC, or its successors or assigns. If Grant's Mill, LLC ceases to function as Developer and if no other entity has assumed the duties of Developer, the Association shall be deemed the Developer.

Section 1.08 "Dwelling" shall mean and refer to any residential building, structure or other improvement on a Lot that is intended to serve as a home, whether for sale or lease.

Section 1.09 "Institutional Mortgagee" shall mean and refer to any federal or state chartered bank, life insurance company, mortgage lender, federal or state savings and loan association, real estate investment trust, or other entity, agency or subdivision regularly engaged in the extension of credit secured by real estate mortgages which holds a duly recorded mortgage or other lien upon any Lot or portion of a Lot or any interest therein.

Section 1.10 "Lot" or "Lots", as the case may be, shall mean and refer to individual lots within the Property as reflected in and on the Record Map of the Property as such may be recorded in the Office of the Judge of Probate of Jefferson County, Alabama, as the same may be amended from time to time.

Section 1.11 "Owner" or "Owners", as the case may be, shall mean and refer to those persons or entities who or which have fee simple title to any Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract, or other agreement.

Section 1.12 "Property" shall mean and refer to all real property that is presently or may hereafter be subject to this Declaration.

Section 1.13 "Record Map" shall mean, collectively, the Record Map, together with any and all subsequent subdivision plats relating to the Subdivision which may be recorded by Developer in its discretion from time to time in the Office of the Judge of Probate of Jefferson County, Alabama.

Section 1.14 "Yard" shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The "Front Yard" shall mean the land lying between any Lot line fronting a street and the exterior structural

wall of the primary building. The "Rear Yard" shall mean the land lying between the Lot line that runs in substantially the same direction as the Lot line fronting the street and the rear exterior wall of the primary building except that in the case of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The "Side Yards" shall mean the land lying between all other Lot lines and the primary building.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION, AMENDMENTS THERETO,
ADDITIONS OR DELETIONS THEREFROM

Section 2.01 **Legal Description**. The real property that presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Alabama, and is described in the Record Map. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

Section 2.02 **Platting and Subdivision of the Property**. The Developer shall be entitled at any time and from time to time, to subdivide, plat or re-plat all or any portion of a Lot or the Property, and to file subdivision restrictions or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 2.03 **Additional Property**. The Developer reserves the right in its absolute discretion, at any time, to add any Additional Property to the provisions of this Declaration. The Additional Property need not be consented to or approved by any Owner, occupant, or Institutional Mortgagee of any Lot. The Developer shall subject any such Additional Property to this Declaration by an instrument executed by the Developer in the manner required for the execution of deeds and recorded in the Probate Office of Jefferson County, Alabama, which instrument shall be deemed an amendment to this Declaration and shall refer to this Declaration stating the book and page number in the Probate Office of Jefferson County, Alabama where this Declaration is recorded, contain an exact description of Additional Property, state any differences that the Developer, in its sole discretion, specifies to regulate and control the use of said Additional Property, and contain a statement that the Additional Property is conveyed subject to the provisions of this Declaration. After submission of any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Lots within the Additional Property, so that there shall continue to be one vote in the Association per Lot within the Property; subject, however, to the remaining provisions of this Declaration.

ARTICLE III ARCHITECTURAL CONTROL

Section 3.01 Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Lot shall require the approval in writing (the "Letter of Approval") of the Committee (as defined below) before any work is commenced. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO EXTERIOR APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY, LIABILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS. Commencement of construction prior to receipt of the Letter of Approval of the Committee is strictly prohibited.

(b) No improvement or structure of any kind, including without limitation any Dwelling, fence, wall, sign, lighting system, site paving, grading, parking, screen enclosure, statuary, flags, flag poles, water fountains, yard sets, window awnings or other exterior window coverings, decorative building, landscaping, landscape device or object, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof be made unless and until the Committee shall have issued a Letter of Approval with respect thereto.

Section 3.02 Architectural Control Committee.

(a) All architectural review and control functions shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of no more than three (3) members, and at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until such time as (i) all of the Lots in the Subdivision are deeded to individual lot purchasers, (ii) Developer has formed the Association, (iii) all of the Common Areas (except any Parking Areas located within the boundary of any Lots) are deeded to the Association, and (iv) the Association is operative (the "Association Turnover"). After the Association Turnover, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The initial members of the Committee shall be Price Hightower and Clint Johnston.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days' notice from the chairman elected by such Committee at such times and locations as may be established by the Committee.

(c) The members of the Committee may, as a Common Expense, retain the services of a registered architect, registered engineer, registered landscape architect, or other licensed professional to provide advisory services to and consult with the Committee in connection with the performance of its duties hereunder.

Section 3.03 **Powers and Duties of the Committee.** The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans more particularly set out herein, including site plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. In connection with the foregoing, the Committee shall have the following powers and duties:

(a) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot or any portion of the Common Area within the Property.

(b) To require submission to the Committee of plans and specifications for any improvement or structure of any kind (including without limitation satellite equipment, fences, doghouses, detached storage buildings, basketball goals, etc.), and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building or fencing the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such form and shall contain such information as is required in Section 3.04 hereof.

(c) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall meet as necessary to approve plans and specifications. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for a certificate from the Committee (the "Compliance Certificate") that the construction thereof has been completed in accordance with the aesthetic requirements of the plans and specifications approved by the Committee. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the Committee, cause the Property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and attorneys' fees of the Committee. Notwithstanding the aforesaid, after the expiration of one (1) year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless notice to the contrary shall have been recorded in the Probate Office of Jefferson County, Alabama, or legal proceedings shall have been instituted to enforce such compliance. Any agent or member of the Committee may at any reasonable time enter any building or Property subject to the jurisdiction of the Committee which is under construction or on or in which the agent or member may believe that a violation of the Protective Covenants in this Declaration is occurring or has occurred. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or any of the features or elements embodied in such plans or specifications if and when the same builder or contractor and/or the same features and elements are embodied in any plans and specifications subsequently submitted

for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events be dispositive.

(d) To adopt fees that shall be designed to reimburse the Association for the necessary and reasonable costs incurred by it in processing requests for Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Association at the time that any application for approval is sought from the Committee. In the event the Owner does not pay such fees, they shall become a lien of the Association on the affected Lot enforceable in the manner specified in Article V hereof.

(e) To modify, amend, or otherwise change the design criteria set forth in Section 3.05 below, so long as such modification, amendment, addition or change will not, in the opinion of the Committee, be inconsistent with the architectural environment of the Property or have a material adverse effect on improvements then existing within the Property, or to adopt and approve additional design criteria for the Property. Such changes or additional criteria shall be effective upon approval in writing by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of adoption of any change hereto or of any additional design criteria shall be available to each member of the Association, but delivery shall not be a condition precedent to adoption of such modification or additional criteria, or the validity and enforceability thereof.

Section 3.04 **Review Documents.** One set of prints of the drawings (the "Plans") for the exterior of each Dwelling or other structure proposed to be constructed on each Lot shall be submitted for review and approval to the Committee. The Plans submitted to the Committee may be retained by the Committee.

(a) The Plans must include an accurately drawn and dimensional plot plan showing all setbacks, easements, drives and walks.

(i) The Plans must include the elevations of all sides of the proposed structure.

(ii) The Plans must include a summary of the exterior specifications, including roof color and manufacturer, brick name and manufacturer, and exterior paint colors and manufacturer.

(iii) The Plans must include the name and address of the Lot Owner's contractor who will construct the Dwelling and all other improvements to the Lot.

Section 3.05 **Design Criteria, Structure.**

(a) It is the intent of Developer that the Subdivision will generally present a consistent architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee:

(i) Brick, stone, masonry stucco, cedar shakes, Hardi-Plank style siding, vinyl siding, simulated stone or a combination thereof.

(ii) No concrete block, cinder block or concrete shall be used as an exposed building surface without the express approval of the Committee. Any retaining walls built by Developer are not subject to this requirement.

(b) Reflective glass shall not be permitted on the exterior of any Dwelling, and no foil or other reflective material which produces the same effect as reflective glass shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(c) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be located only at the side or rear of a dwelling.

(d) Satellite dishes, not to exceed eighteen inches in diameter, are permitted, but none shall be visible from the front of any Dwelling where practical. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or Dwelling that may interfere with the reception of radio or television signals within the Property.

(e) No plumbing vents or attic ventilators shall be placed on the front elevation of the roof. All vents, fans or other items protruding from roofs shall be painted in as nearly the same color as the roof covering as is possible and shall be located on the rear or side of the roof. Any material other than natural copper used for roof valleys, flashings, drips, downspouts or gutters shall be painted to blend with roof color or with the color of the exterior finish of the dwelling. No solar or other energy collection device or equipment shall be maintained on any Lot or Dwelling.

(f) All driveways and sidewalks shall be finished with concrete. Dirt, gravel anti loose stone driveways following completion of construction of a dwelling are prohibited.

(g) A decorative metal shroud is required at the termination of each chimney chase.

(h) All mailboxes shall be located and constructed in accordance with U.S. Postal Service specifications and the style approved by Developer. Mailboxes will be provided by each individual builder. Developer reserves the right to construct and utilize a centralized mailbox location for the Subdivision.

(i) Developer shall cause the applicable utility to install street lighting in the Subdivision, which shall consist of electric lamps mounted on top of a post.

(j) All windows must be wood frame, vinyl or aluminum.

(k) Except as permitted by the Committee, chain link, wire, or metal fences of any type are prohibited. All fences must have a wood shadow box frame and must not exceed six (6) feet in height. All fences, including materials and location, must be approved by the Committee prior to construction and must comply with the City of Birmingham's approval process. No fence shall be

constructed on any Lot closer to the front of a Dwelling than the point that is one-third (1/3) of the depth of the Dwelling from the rear, without Committee approval. No fence, wall, hedge, or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot. Developer may install, at Developers' discretion, any type fencing necessary to preserve or enhance the aesthetic nature of the Subdivision or to provide security at any common area or drainage area.

(l) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

(m) Outside clothes lines or other facilities for drying or airing clothes shall not be permitted. Barbecue grills and other types of outdoor cooking equipment shall be located at the rear of the Dwelling.

(n) Except as permitted by the Committee, accessory structures, including without limitation accessory buildings, detached garages, pool houses, utility sheds, basketball goals, doghouses will not be permitted. All play equipment, arbors, and gazebos shall be located so as to have a minimum visual impact on adjacent properties. Fountains, birdbaths, sculptures or doghouses shall be permitted but shall be limited to the Rear Yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any Lot at any time.

(o) No facilities, including poles, wires, pipes and conduits for the transmission of electricity, telephone, gas, water, sewer, cable television, security and other uses shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except as is expressly permitted or referred to herein or unless installed by the Developer or Builder. No Lot Owner shall erect or permit any other party to erect any such overhead wires, poles or facilities of any kind, Each Lot Owner agrees, by acceptance of a deed to a Lot within the Property, to connect utility service lines (including, but not limited to, natural gas, water, sewer, cable television and electricity) at points designated by the Developer.

Section 3.06 **Limitation of Liabilities.** Neither the Committee nor any architect, nor any engineer, nor agent thereof, nor Developer, nor the Association, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to aesthetic characteristics and appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar matter. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken, or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

Section 3.07 **Exclusive Residential Use and Improvements.**

(a) All Lots in the Property shall be known, used, and described as residential Lots and shall be used for single family residential Dwellings exclusively, and for no other purpose. Dwellings may be sold to purchasers or leased to renters. No Owner other than the Developer shall subdivide a Lot so as to decrease the size of any Lot as shown on the Record Map; provided,

however, that the Developer retains the right to subdivide any Lot owned by it. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence Dwelling with not more than two (2) stories, excluding the basement as a story, and a private garage. For purposes of this section 3.07(a), attics, attic areas and roofs shall not be included as a story. No open deck or other structure requiring separate and independent support to the ground shall be constructed so as to be higher than the top of the first floor of the Dwelling.

(b) Every Dwelling building erected on any Lot in the Property, exclusive of one-story open porches, garages, and other non-airconditioned, unfinished spaces, shall each include a minimum of 800 square feet of enclosed, heated, habitable areas.

(c) No more than one (1) single-family unit shall occupy any Dwelling. For purposes of this section, and except as may be otherwise provided by law, a single family shall mean a group of people related to the owner, the spouse of the owner, or any person cohabiting with the owner by blood or marriage within the first degree of affinity as determined under the civil law.

Section 3.08 **Subsurface Conditions.**

(a) Approval of the submitted Plans by the Committee as herein provided shall not be construed in any respect as a statement, representation or warranty of or by the Committee, the Developer, or any person acting on behalf of them, to the Owner or any other person submitting such Plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are suitable for the construction of the improvements contemplated by such Plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) None of the Association, the Committee (and their respective individual members), or the Developer or its partners, agents, and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

Section 3.09 **Variance Requests.** The Committee, in its discretion, shall have the authority to modify the requirements of this Article III upon the request for a variance from such requirements by an Owner with respect to his, her or its Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request should not be deemed to be in violation of these covenants. The granting or denial of a request for variance shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

Section 3.10 **Landscaping.** Each Lot shall, to the extent practicable, incorporate into the landscaping plan therefor the natural plant life existing on such Lot, and shall otherwise take such steps which will, to the extent practicable, preserve the existing trees, plant life, wild flowers, and

natural environment, including natural drainage channels which exist on such Lot. Upon the completion of a Dwelling, all front, side and rear yards must be landscaped with materials approved by the Committee.

Section 3.11 Setback Requirements. The following setback requirements shall be applicable to the Lots in the Record Map, except as may be otherwise shown on any recorded map or plat:

(a) Side setback requirements shall be five feet (5'-0") from the nearest Dwelling.

(b) Rear setback requirements shall be ten feet (10'-0").

(c) Front setback requirements shall be eight feet (8'-0").

(d) For purposes of subparagraphs (a) through (c) above and any other setback requirements as may be shown on the Record Map, steps, stoops, uncovered porches, uncovered terraces and uncovered decks shall not be deemed a part of the Dwelling.

ARTICLE IV EASEMENTS AND USAGE RIGHTS

Section 4.01 Owners' Easement With Respect to Common Areas. Every Owner shall have a right and easement of enjoyment in and to all Common Areas subject to the limitations set forth in this Declaration. An Owner may assign his or her rights to the use and benefit of the Common Areas to a person who is renting or leasing a Dwelling; provided, however, that such Owner's voting rights in the Association shall not be assignable in connection therewith.

Section 4.02 Drainage Easement. Drainage flow shall not be obstructed or diverted from the Detention Facility or any other drainage swales, storm sewers and/or utility easements as reflected on the Record Map, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. Each of the Developer and the Association may locate and construct the Detention Facility and other drainways for surface water wherever and whenever (including any Lot) such action may appear to Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots or Common Areas. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to locate or construct such drainway. No permanent structure may be constructed or placed in such drainage or flowage easement area. Each Lot owner also agrees, upon a conveyance of a Lot and by acceptance of a deed to a Lot, to assume all the risks and hazards of ownership or occupancy attendant to such Lots, including but not limited to its proximity to waterways.

Section 4.03 Utility Easement. Developer reserves for itself and the Association the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the

appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants. Until such time as the Association Turnover occurs, Developer reserves the right to permit any Builder to use the easement rights under this Section 4.03 as may be necessary or desirable in Developer's discretion.

Section 4.04 **Additional Easements and Uses**. Until such time as the Association Turnover occurs (and thereafter the Association), the Developer, on its own behalf and on behalf of all Owners, who hereby appoint the Developer (or the Association after the Association Turnover), irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association (but shall be deemed a Common Expense), and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Probate Office of Jefferson County, Alabama. Such right of the Developer and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

Section 4.05 **Additional Documents**. All Owners agree, upon the request of the Developer or the Association, to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article IV.

Section 4.06 Parking Easement. Developer reserves for itself and the Association the right to use all driveways, parking spaces and other areas located on the Property which are designated from time to time by Developer for parking (collectively, the "Parking Areas"). All Parking Areas shall be deemed Common Areas and shall be maintained by the Association, regardless of whether such Parking Areas are located within the boundary of any Lot. Subject to the limitations set forth in this Declaration and any reasonable rules and regulations promulgated from time to time by Developer concerning the usage of such areas, every Owner shall have a right

and easement of enjoyment in and to any and Parking Areas. Notwithstanding anything to the contrary, each Owner shall be allowed to park no more than one (1) vehicle per Dwelling bedroom.

Section 4.07 **Roads and Streets**. The roads within the Subdivision are private (collectively, the “Private Roads”), shall be deemed Common Areas and shall be maintained by the Association. The Association shall cooperate with the applicable traffic and fire control officials to post public and private drives, roads and streets with traffic control, fire lanes and parking regulation signs. All Private Roads will be dedicated “privately maintained roads” on the Plat recorded in the Probate Office for Jefferson County. All such Private Roads so designated and dedicated as “privately maintained roads” in Common Areas shall be maintained by the Association. The Board is hereby authorized to promulgate, administer and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting reasonable safety measures and speed limits for any of the Private Roads within any portion of the Subdivision. The Board shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of any conflict between the provisions of the laws of the State of Alabama and the traffic rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. All vehicles of any kind and nature which are operated on the Private Roads in the Subdivision shall be operated in consideration for the rights of all residents thereof.

Section 4.08 **Limitations**. Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot, and are further subject to the following limitations:

- (a) All provisions of this Declaration and the Articles and By-Laws of the Association;
- (b) All the rules and regulations governing the use and enjoyment of the Common Areas which may have been or may hereafter be adopted by the Association; and
- (c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

ARTICLE V COVENANTS VOR MAINTENANCE ASSESSMENTS

Section 5.01 **Affirmative Covenant to Pay Assessments**. Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the “Assessments”). Each of Developer and Builder shall be exempt from the obligation to pay Assessments.

Section 5.02 **Purpose of Assessments**. The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas (including, without limitation, the payment of Common Expenses under Article

VI below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.

Section 5.03 **Annual Assessments.** The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Article VI below) and such other recurring or projected expenses as the Board may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year. As of the date of this Declaration, the Developer estimates that the initial Annual Assessments shall be approximately \$_____ per year per Lot. Notwithstanding anything herein to the contrary, however, until such time as the Association Turnover occurs, the Developer shall have the right to determine the projected Annual Assessments.

Section 5.04 **Special Assessments.** In addition to the Annual Assessments specified in Section 5.03 above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

Section 5.05 **Duties of the Board of Directors.** The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per Lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

Section 5.06 **Date of Commencement and Due Date for Assessments.** The liability of a Lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment. Notwithstanding anything herein to the contrary, until such time as the Association Turnover occurs, the Developer shall have the right, at the closing of the sale of a Lot or Dwelling to an individual purchaser, to collect the prorated Annual Assessment for such Lot or Dwelling from such purchaser.

Section 5.07 **Allocation of Assessment.** The Board shall allocate a portion of each Assessment to each Lot in the proportion that each Lot bears to the total number of Lots within the Property (to the nearest one-thousandth).

Section 5.08 **Certificates Concerning Assessments.** The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5.09 **Liability of Owners for Assessments**. No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.

Section 5.10 **Effect of Non-Payment of Assessments**. The Lien, the Personal Obligation; Remedies of the Association.

(a) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth (30th) day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

(b) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted under Alabama law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

(c) The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

(d) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of Jefferson County, Alabama prior to

the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquiror of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

(e) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

(f) The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article V, for the recovery of any unpaid Assessments, to the Developer, to any Owner or group of Owners, or to any third party.

Section 5.11 **Exempt Property**. The Board shall have the right to exempt any portion of the Property from the Assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or

(b) As a Common Area as defined in Section 1.02 hereof.

ARTICLE VI COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be "Common Expenses" which the Developer (until such time as the Association Turnover occurs) or the Association is obligated to collect by Assessment, and which Owners are obligated to pay as provided in Article V hereof. The enumeration below of these expenses shall in no way limit the Association from deeming other expenses incurred in managing the Association or any part of the Common Areas and for the Property to be "Common Expenses" which are subject to collection by Assessment:

Section 6.01 **Maintenance and Repair of Common Areas.** From and after the date on which the Association Turnover occurs, the Association shall be responsible for maintaining the Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean and attractive condition, if any, including the charges in Section 7.01 of this Declaration, shall be deemed Common Expenses which are subject to collection by Assessment. These Common Areas include, but are not limited to, streetlights, irrigation, entrance features, any fencing around the perimeter of the Property, the Detention Facility, the Parking Areas and the Private Roads, and all other drainage areas and pipes. The Detention Facility shall be inspected bi-annually for silt accumulation. Such inspection and any required removal of silt shall be performed by a reputable third-party party with reasonable experience in the silt removal and restoration process. If such third-party determines that the silt level in the Detention Facility is in excess of one foot, such excess silt shall be removed so that the silt level in the Detention Facility is returned to its original level, and such excess silt shall be disposed of in an appropriate manner and in compliance with all applicable laws outside of the Property. Any areas disturbed during the maintenance of the Detention Facility shall be restored, to the extent reasonably possible, to their prior condition.

Section 6.02 **Management.** The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment, as may be needed to provide for the management, supervision and maintenance of the Common Areas, including any actual cost borne by the Developer in the management of the same, shall be deemed Common Expenses which are subject to collection by Assessment. Until such time as the Association Turnover occurs, the Developer reserves the right to cause the Association to retain a third party property management company to manage the repair and maintenance of the Common Areas.

Section 6.03 **Property Taxes.** All ad valorem taxes and other assessments relating and connected to the Common Areas, if any, shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.04 **Reserves.** The Association shall establish contingency reserves for repairs to Common Area structures such as lighting or sidewalks. The Association may establish reserves for the payment of Common Expenses in the future. All such reserves shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.05 **Fidelity and Directors' Insurance.** Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any, shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.06 **Interested Transactions.** The Association may obtain materials and services from the Developer or any of its Affiliates in connection with the management of the Association or any part of the Common Areas as herein contemplated; provided that the compensation for such materials and/or services is, in the opinion of the Association, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the Association. Such expenses shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.07 **Enforcement of Declaration and Rules and Regulations.** All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, by the By-Laws or this Declaration, shall be deemed Common Expenses which are subject to collection by Assessment.

ARTICLE VII RESTRICTIONS ON USE

Section 7.01 **Maintenance.**

(a) It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control, Developer reserves for itself, its agents and the Association, the right, after ten (10) days' notice to any Owner of a Lot, to enter upon such Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer or the Association detracts from the overall beauty and safety of the Property. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration. The provisions of this section shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(c) After the Association Turnover occurs, all maintenance for the Common Areas will be the responsibility of the Association. Maintenance to be provided by the Association includes, but is not limited to, maintenance of the entrance to the Property and the Private Roads and Parking Areas, maintenance of all landscaping and grassed portions of the Common Areas, including medians, if any, maintenance of the lot, maintenance of the Detention Facility and any drainage areas, and general maintenance or repair of any kind whatsoever of any areas within the Property which are not the responsibility of a governmental authority or a specific Owner. Notwithstanding anything within this Declaration to the contrary, until such time as the Association Turnover occurs, Developer reserves the right to provide or contract to provide for all such maintenance services for the benefit of the Association and to bill the Association for the cost of such services not more frequently than quarterly.

Section 7.02 **Construction.**

(a) In the event of any damage to any utilities, drainage structure, roadway, or other infrastructure by any Owner, or his or her agents, servants, employees, or contractors, the Developer or the Association shall have the right to repair any damage not repaired after ten (10) days written notice and to charge the Owner, or his or her contractor, the reasonable cost for such repair, which charges shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration.

(b) During construction of any dwelling or improvement, the Owner must keep Lots, homes and garages maintained and clean and must keep Yards cut. All building debris, stumps, trees, and other waste must be removed from each Lot by the builder or contractor as often as necessary to keep the Lot attractive. Excess and unused materials may be stored on a Lot for the duration of construction on said Lot.

(c) During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and material suppliers shall comply with all requirements of any governmental authorities having jurisdiction over the Property, including but not limited to the Alabama Department of Environmental Management and the Engineering Department of the City of Vestavia.

Section 7.03 **Animals**. Subject to the Association's sole discretion, no animals, livestock, birds, insects or poultry of any kind or description except the usual household pets shall be kept, raised or bred on any Lot; provided, however, that no household pet may be kept on any Lot for commercial breeding purposes; provided further, that any household pets shall be confined to the Lot of the Owner thereof and must be kept on a leash when permitted to be outside. No more than two (2) outside pets per Dwelling shall be permitted.

Section 7.04 **Nuisance**. No noxious, offensive or illegal activities shall be carried on or permitted to exist upon any Lot or within the Property, nor shall anything be done on any Lot or within the Property which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood or which would render any portion of the Lot or Dwelling thereon unsanitary, unsightly, offensive or detrimental to other Lot owners or which may result in the cancellation or increase of insurance coverage or premiums for others, or cause a violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no horns, whistles, bells, or other similar sound devices other than security and fire alarm devices used exclusively for such purposes shall be located or placed upon any Lot, Dwelling or other portion of the Property.

Section 7.05 **Minerals**. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 7.06 **Garbage**. No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the Property. All dead trees, limbs, leaves and other debris shall be removed from the Lot within a reasonable length of time. Trash, garbage, or other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Garbage containers shall at all times be kept at the

Rear Yard or inside of a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in the City of Vestavia, for the collection of trash, refuse and garbage.

Section 7.07 **Signs**. Except as permitted by the Committee, billboards or advertising structures of any kind are prohibited, except that (i) Developer, builder and real estate marketing signs will be permitted during construction periods if approved by the Committee and (ii) one professional sign of not more than five (5) square feet will be permitted to advertise the Property for sale during sales periods. All builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees. The Association shall have the right to remove all signage that is not permitted by, or otherwise fails to comply with, the provisions of this Declaration.

Section 7.08 **Damaged Structures**. Any dwelling or other structure on any Lot in the Property which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

Section 7.09 **Roadway Obstruction**. Unless installed by the Developer, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee. No basketball goals or other recreational equipment shall be permitted on any of the streets located within the Subdivision.

Section 7.10 **Boats, Trailers and Campers**. No boat, boat trailer, house trailer, truck (other than a standard size pick-up trucks or SUV), camper, golf cart or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property. No unkempt, non-operational, non-maintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot or otherwise be visible from any street in the Property. No vehicles of any kind shall be parked on any Yard or natural areas of a Lot.

Section 7.11 **Trees**. All Owners shall use their best efforts to preserve as many trees as practicable on their respective Lots. During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and materials suppliers shall use their best efforts not to damage trees or other vegetation which, pursuant to this Declaration, are to be preserved.

Section 7.12 **Firearms**. There shall be no discharging of any type firearm or other weapon in the Property.

Section 7.13 **Due Care**. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such Owner, his or her family, and any such builder or contractor and its employees and subcontractors.

Section 7.14 **Time and Hours of Construction**. Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months from date of commencement of construction.

Section 7.15 **Drainage**. No Owner shall restrict the planned flow of storm water along any street or road upon which the Owner's Lot fronts or adjoins (including the Private Roads) or any Parking Area. All proposed construction of driveways or other ingress and egress to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.01 **Membership**. Every Owner, including the Developer for so long as it is an Owner, shall at all times be a member of the Association, from and after such time as the Association is formed. Membership shall be appurtenant to, and may not be separated from, fee ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Probate Office of Jefferson County, Alabama and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner. Notwithstanding anything herein to the contrary, an Owner may not assign his or her membership in, or the right to vote on matters of, the Association to any person who is renting or leasing a Dwelling.

Section 8.02 **Voting**. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he, she or it holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the Lots which are represented at any meeting of members duly called, and at which a quorum is

present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Section 8.02, until such time as the Association Turnover occurs, the Developer shall have the exclusive right to (i) vote on all issues and matters of the Association, and (ii) elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies. At least one hundred twenty (120) days in advance of such organizational meeting, the Developer shall give written notice to the members of the Association in accordance with Alabama Code Section 10A-3-2.03 of the meeting, which notice shall (i) state that the purpose of the meeting is the election of new Board members, (ii) provide for nominations of candidates to the Board at such organizational meeting on the written consent of at least ten percent (10%) of the membership, and (iii) state the name of all existing Board members who may continue to serve as Board members (if any). Until such time as the Association Turnover occurs, the Developer at its sole discretion shall act and have the authority to act as the Association and have such rights and such obligations as are created herein.

ARTICLE IX RIGHTS OF DEVELOPER

Section 9.01 **Indemnification**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways, Common Areas, or other portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility for maintenance thereof, at the time of such damage.

Section 9.02 **Limitation of Liability**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section 9.02) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, and employees or subcontractors of such contractors, or any other persons whomsoever, for damages to property and personal injury or death (including but not limited to, the Developer's contributory negligence) which may arise out of or be caused directly or indirectly by such Owner on its Lot or Lots, and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

ARTICLE X
NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

Section 10.01 **Protective Covenants Running with the Land**. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the Property and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Jefferson County, Alabama.

Section 10.02 **Default**. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

Section 10.03 **Remedies for Default**. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer, the Association and any Owner, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them. All costs, fees and expenses, including attorneys' fees, incurred by any party enforcing or attempting to enforce these Protective Covenants shall be borne by the defaulting party.

Section 10.04 **Nature of Remedies; Waiver**. All rights, remedies and privileges granted to the Developer, the Association and the Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction. Nothing contained herein shall be deemed or construed to require the Developer or the Association to take any action or do anything relating to the enforcement of these covenants, or the exercise of any remedy set out herein or as may be otherwise permitted by law.

Section 10.05 **Assignment**. The Developer and the Association shall have the right to assign their respective rights to enforce these Protective Covenants. In the event of such assignment, the assignee shall have all the rights, remedies and privileges granted to its assignor under the provisions of this Article X. Additionally, in the event that the Developer sells all (or substantially all) of the Lots in bulk to a third party buyer (the "Developer's Assignee"), the Developer shall have the right to assign to Developer's Assignee any and all right, title and interest of the Developer in the Subdivision, including without limitation all of the Developer's rights as "Developer" and declarant under this Declaration, in which case the Developer's Assignee shall succeed to all of the rights and privileges of Declarant hereunder, provided that the Developer's Assignee expressly agrees in writing to assume all of the Developer's obligations as "Developer"

or declarant under this Declaration, and such writing is recorded in the Probate Office of Jefferson County, Alabama.

Section 10.06 **No Right of Reverter**. No covenant, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

ARTICLE XI AMENDMENT OF DECLARATION

Section 11.01 **Amendment by Developer**. Until such time as the Association Turnover occurs, the Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Section 11.02 hereof. After the Association Turnover occurs, this Declaration may be amended only by the affirmative vote of the majority of the Members of the Association.

Section 11.02 **Restrictions on Amendment**. Notwithstanding the foregoing provisions of this Article XII:

(a) No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgages, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.

(b) No amendment to this Declaration shall make any change in the qualifications of the membership nor diminish the voting or property rights of Members, without approval in writing by all Owners and the joinder of all Institutional Mortgagees,

(c) No amendment to this Declaration shall abridge, limit, amend or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in the Declaration, without the prior written consent of the Developer if it is so affected and any Institutional Mortgagee which is so affected.

Section 11.03 **Scrivener's Error**. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Institutional Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in This Declaration, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board without the consent of any other party.

**ARTICLE XII
GENERAL PROVISIONS**

Section 12.01 **Notices**. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Alabama.

Section 12.02 **Severability**. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

Section 12.03 **Governing Law**. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

Section 12.04 **Captions**. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

Section 12.05 **Usage**. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.06 **Conflict**. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, then the provisions of this Declaration shall prevail.

Section 12.07 **Effective Date**. This Declaration shall become effective when it has been recorded in the Probate Office of Jefferson County, Alabama.

Section 12.08 **Owner's Acceptance**. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR ANY LOT OR ANY INTEREST THEREIN, OR BY EXECUTION OF A CONTRACT FOR THE PURCHASE THEREFOR, UNCONDITIONALLY AGREES TO BE BOUND BY, AND TO COMPLY WITH, EACH AND EVERY TERM, PROVISION, COVENANT AND RESTRICTION CONTAINED HEREIN.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

“DEVELOPER”:

GRANT’S MILL, LLC

By: _____

Name: _____

Its: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the State at Large, hereby certify that _____, whose name as _____ of **GRANT’S MILL, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority for and as the act of said limited liability company.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public

(NOTARY SEAL)

My commission expires: _____

This instrument was prepared by:

Matthew W. Grill
Maynard, Cooper & Gale
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203
205.254.1000

EXHIBIT A

(Description of Property)

4017 Crosshaven Dr, Birmm X
 Show search results for 4017 C...



2907 2910 2915 2920 2925 2930 2935 2940 2945 2950 2955 2960 2965 2970 2975 2980 2985 2990 2995 3000 3005 3010 3015 3020 3025 3030 3035 3040 3045 3050 3055 3060 3065 3070 3075 3080 3085 3090 3095 3100 3105 3110 3115 3120 3125 3130 3135 3140 3145 3150 3155 3160 3165 3170 3175 3180 3185 3190 3195 3200 3205 3210 3215 3220 3225 3230 3235 3240 3245 3250 3255 3260 3265 3270 3275 3280 3285 3290 3295 3300 3305 3310 3315 3320 3325 3330 3335 3340 3345 3350 3355 3360 3365 3370 3375 3380 3385 3390 3395 3400 3405 3410 3415 3420 3425 3430 3435 3440 3445 3450 3455 3460 3465 3470 3475 3480 3485 3490 3495 3500 3505 3510 3515 3520 3525 3530 3535 3540 3545 3550 3555 3560 3565 3570 3575 3580 3585 3590 3595 3600 3605 3610 3615 3620 3625 3630 3635 3640 3645 3650 3655 3660 3665 3670 3675 3680 3685 3690 3695 3700 3705 3710 3715 3720 3725 3730 3735 3740 3745 3750 3755 3760 3765 3770 3775 3780 3785 3790 3795 3800 3805 3810 3815 3820 3825 3830 3835 3840 3845 3850 3855 3860 3865 3870 3875 3880 3885 3890 3895 3900 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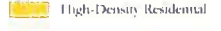




Zoning1

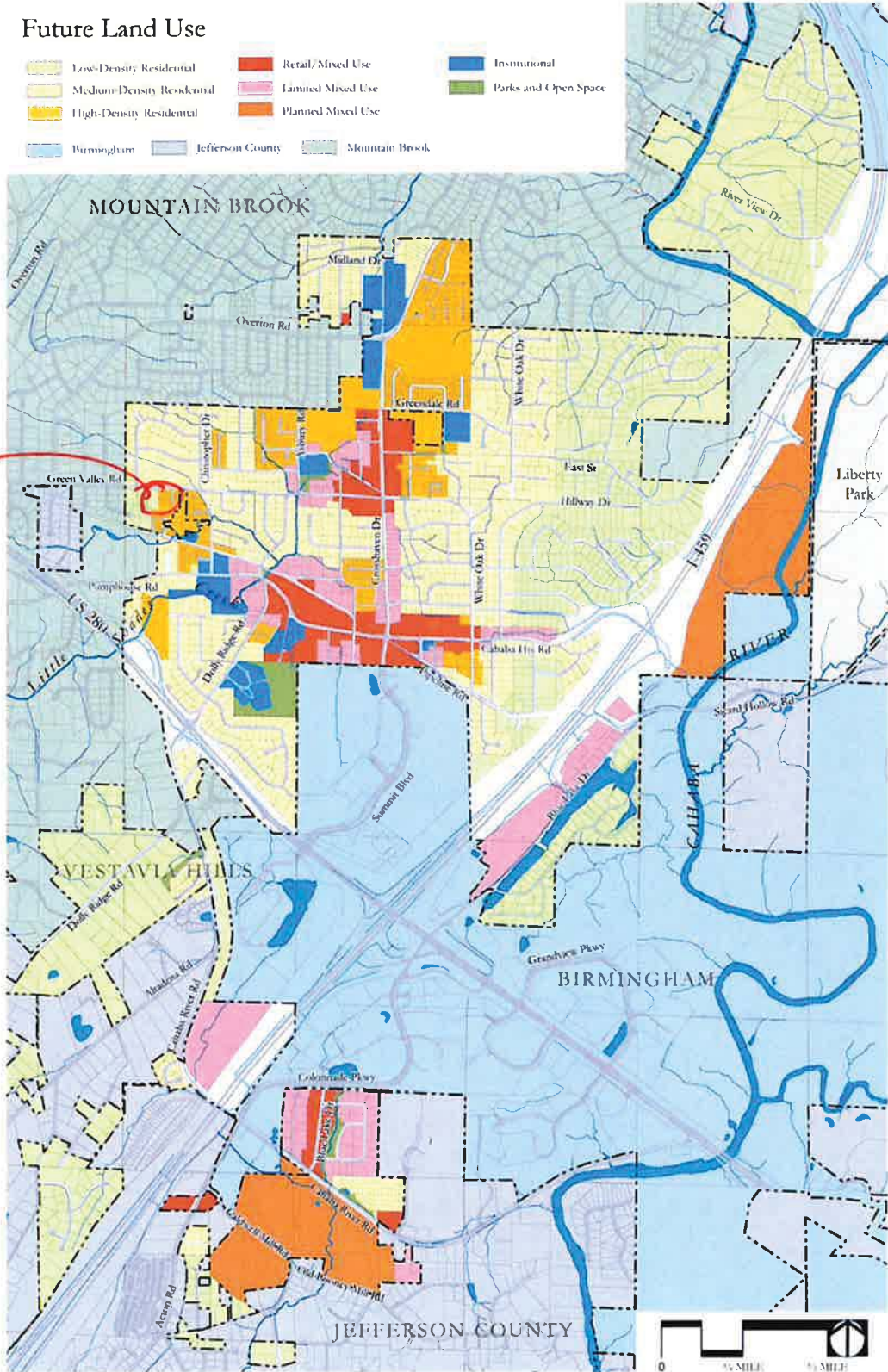
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DISTRICT	020
ESN_NUM	62
PROPADD	2961 GREEN VALLEY RD
TAX_TOWNSH	28
SECTION	22
OSECTION	2
BLOCK	005
PARCEL	010000
VH_ZONING	R-5
ZNG_ORD	1984
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	

Zoom to



Future Land Use

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



Subject Parcel

Figure 4: Future Land Use Map