



**Vestavia Hills
City Council Agenda
January 8, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Vestavia Hills Chaplain Steve Dedmon
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Proclamation - January 2024 Human Trafficking Awareness Month
7. Announcements, Candidates and Guest Recognition
8. City Manager's Report
9. Councilors' Reports
10. Financial Reports - Zachary Clifton, Asst. Finance Director
11. Approval Of Minutes - December 11, 2023 (Regular Meeting) and December 18, 2023 (Regular Meeting)

Old Business (Public Hearing)

New Business

12. Resolution Number 5495 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/ dispose of said property.
13. Resolution Number 5496 - A Resolution Accepting a Bid for Blue Lake Drive and Sicard Hollow Road Intersection Improvement Project and Authorizing the City Manager to Take All Actions Necessary to Secure Said Construction.

New Business Requesting Unanimous Consent (Public Hearing)

14. Public Hearing - Resolution Number 5497 - A Resolution authorizing the City Manager to execute and deliver an agreement with the Jefferson County Commission Federal award number (FAIN SLFRF 1176) awarded to the Jefferson County Commission by the U.S. Department of the Treasury

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

15. Public Hearing - Ordinance Number 3205 - Rezoning - 4525 Pine Tree Circle; Lot 22, Topfield Subdivision; Rezone from Vestavia Hills R-1 (low-density residential) to Vestavia Hills B-2 (business district) for operation of a short-term rental facility with conditions; Charlotte Dyer, owner; Delaine Crim, representing
16. Public Hearing - Ordinance Number 3206 - Rezoning - 1929 Canyon Road; Lot 12, Block 3, Southridge 2nd Addition to Vestavia Hills; Rezone from Vestavia Hills Inst (institutional district) to Vestavia Hills O-1 (office park district) with conditions; Greater Birmingham Area Friends Chapter of National Ambucs, Inc.: Sean Hufnagel, representing
17. Citizens Comments
18. Time Of Adjournment

PUBLIC HEARING PROCEDURES

The following procedures shall be followed for every public hearing of the City Council:

- All comments shall be limited to **3 minutes**. A countdown clock will be provided on the video screens.
- Do not duplicate comments made by previous speakers. For example, if traffic is mentioned as an issue, do not readdress that issue.
- All comments shall be directed to the Mayor and/or presiding officer. Do not address the audience or the applicant.
- Each speaker shall identify himself, including full name and address.

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

If you prefer not to attend a City Council meeting or work session in person, you may participate remotely:

- **Videoconference:** To participate by videoconference, you may access the meeting via Zoom at <https://us02web.zoom.us/j/5539517181>. When the Zoom.us window opens in your browser, click "Allow" to be placed in a virtual "waiting room." The host will open the meeting and allow all participants to join the meeting at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the "video" feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council. Some useful Zoom functions include: microphone Mute/Unmute; Start/Stop Video; and View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand.
- **Teleconference:** To participate by telephone, dial 312.626.6799 and enter the meeting ID: 5539517181. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, unmute yourself by pressing *6 on your keypad. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

Meetings may be recorded. By participating in the meeting, you are consenting to be recorded.

"Zoom-bombing." Zoom-bombing is a cyber-crime and is punishable by law. In the event of an attendee intruding into any City of Vestavia Hills Zoom meeting, the online broadcast will be terminated immediately. Council and/or board members may be readmitted but online attendees will not. Although Zoom-bombing is not a frequent occurrence, those wishing to make public comment should attend the meeting in person.

WHEREAS, Alabama's Human Trafficking Awareness Month was established in January 2011 in observance of National Human Trafficking Awareness Day, to proclaim the equality and freedom of all people, to advocate for legislation, to educate leaders, and to encourage public awareness to the various forms of human trafficking; and

WHEREAS, human trafficking is a public health issue and crime that affects individuals, families, and communities across generations, exploiting the most vulnerable among us and weakening our collective well-being; and

WHEREAS, human trafficking occurs when an adult or child is recruited, harbored, obtained, or exported through force, fraud, or coercion for the purposes of sexual exploitation, forced labor, involuntary servitude, debt bondage and other methods of slavery; and

WHEREAS, an estimated 27.6 million people are subjected to human trafficking globally, including cases of human trafficking reported in every state and territory across the United States including here in our own community; and

WHEREAS, the risks and prevalence of human trafficking is greater now than ever in person and online; in industries such as restaurants, cleaning services, construction, and factories; and by strangers or someone they know including partners, parents, and other family members; and

WHEREAS, the City of Vestavia Hills seeks to enhance public welfare, protect public safety, and promote human flourishing for all residents and visitors by declaring that freedom from human trafficking is a fundamental human right; and

WHEREAS, due to its isolating nature, many individuals remain unaware that trafficking is a threat to their neighborhoods, families, and children. The first step in eliminating human trafficking in our community is education. We must work diligently to ensure that all front-line industries, educators, first responders and parents are aware of this issue, know how to spot it, and how to report it. We must work together as a community to bring victims to safety and punish the perpetrators; and

WHEREAS, stopping human trafficking requires a coordinated, community-wide response, and the City of Vestavia Hills supports partnerships to comprehensively address human trafficking and create Trafficking Free Zones.

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 January 2024

HUMAN TRAFFICKING AWARENESS MONTH

and celebrate our continued commitment as a Trafficking Free Zone community. We encourage all residents to join us in raising the visibility of this crime and to become more informed about ways to prevent, recognize and respond to potential victims of human trafficking in our community. Together, we can become more informed and take steps to create a community that is Trafficking Free.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 8th day of January 2024.

Ashley C. Curry, Mayor

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of November was \$47,947,365 which is comprised of the following funds:

General Funds	\$39,270,464
Restricted Funds	\$8,673,921
Petty Cash	<u>\$2,980</u>
Total	<u>\$47,947,365</u>

2.) The "Financial Overview" for the month and YTD through November is as follows:

Monthly Revenues	\$5,723,622	YTD Revenues	\$10,705,810
Monthly Expenses	<u>\$4,931,739</u>	YTD Expenses	<u>\$10,912,413</u>
Monthly Fund Balance	<u>\$791,883</u>	YTD Fund Balance	<u>(\$206,603)</u>

3.) Comparative Fund Balances:

	<u>YTD</u>	<u>Variance</u>
Actual - 2022-2023	(\$206,603)	
Budget - 2022-2023	(\$2,134,522)	\$1,927,919
Last Year - 2021-2022	(\$523,651)	\$317,048

Note:

The "Actual Fund Balance" is \$1,927,919 greater than the "Budgeted Fund Balance" and \$317,048 greater than "Last Year Fund Balance" .

Summary
Financial Report
November 2023-2024

MTD						YTD			Variance	
		Actual	Budget	Last Year		Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES		5,723,622	5,203,635	5,329,699		10,705,810	8,969,360	8,725,763	1,736,450	1,980,047
EXPENSES		4,931,739	5,275,415	4,737,746		10,912,413	11,103,882	9,249,414	191,469	(1,662,999)
FUND BALANCE		791,883	(71,780)	591,953		(206,603)	(2,134,522)	(523,650)	1,927,919	317,047
Advalorem - Real		1,606,885	2,223,227	2,317,825		3,088,844	2,940,468	2,477,033	148,376	611,811
Sales Tax		2,273,180	2,313,669	2,283,341		4,540,602	4,573,925	4,608,013	(33,323)	(67,411)
Utility Franchise Fees		0	0	0		69	132	45	(63)	24
Business License		38,882	38,417	31,287		89,937	79,927	108,655	10,010	(18,719)
Advalorem - Personal		295,571	245,989	266,207		580,735	458,494	513,243	122,241	67,491
October thru November 2023 (2 months)						2023-2024				
		Actual	Budget Total	Outstanding Bal		% Received	% Outstanding	Verification		
Advalorem - Real		3,088,844	18,855,007	(15,766,163)		16.38%	83.62%	100.00%		
Sales Taxes		4,540,602	28,351,365	(23,810,763)		16.02%	83.98%	100.00%		
Utility Franchise Fees		69	2,466,893	(2,466,824)		0.00%	100.00%	100.00%		
Business License		89,937	3,975,640	(3,885,704)		2.26%	97.74%	100.00%		
Advalorem - Personal		580,735	2,016,972	(1,436,237)		28.79%	71.21%	100.00%		
NOVEMBER						MTD				
				Variance		Last Year	Act vs LY			
Advalorem - Real		1,606,885	2,223,227	(616,342)		2,317,825	(710,940)			
Sales Taxes		2,273,180	2,313,669	(40,489)		2,283,341	(10,160)			
Utility Franchise Fees		0	0	0		0	0			
Business License		38,882	38,417	465		31,287	7,596			
Advalorem - Personal		295,571	245,989	49,582		266,207	29,364			

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**CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"**

General Funds		Banking Institutions	APR	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	Sept 2023	October 2023	November 2023
General / Operational Funds	Region Bank	5.09%	4,801,445.10	5,599,579.93	16,459,200.47	24,217,752.68	14,342,621.96	12,018,312.32	11,759,702.36	11,590,713.02	7,066,588.69	5,063,164.63	4,111,462.41	6,779,150.23	8,408,494.76	
Enhanced Cash Strategy	Region Bank	5.20%	10,004,892.48	10,033,846.24	10,079,701.89	10,084,683.50	10,163,965.58	10,189,384.32	10,191,577.01	10,204,945.93	10,243,233.98	10,286,223.41	10,311,308.65	9,936,408.24	10,004,361.97	
Payroll Fund	Region Bank	0.25%	720.93	720.93	720.93	720.93	720.93	720.93	5,648.68	5,648.68	5,648.68	6,082.04	6,082.04	6,159.15	0.00	
Emergency Reserve Fund	Morgan Stanley/Region	5.37%	15,469,278.74	15,508,437.79	15,585,494.46	15,544,687.62	15,723,723.88	17,600,611.65	17,597,102.85	17,637,280.09	17,714,753.81	17,794,062.04	17,865,878.82	17,941,009.73	18,040,220.13	
Court & Corrections Fund	Region Bank	0.25%	1,098,973.37	430,062.37	574,310.77	719,529.33	902,593.63	1,043,983.69	411,577.03	123,750.03	139,387.03	81,431.83	84,101.83	137,357.88	74,624.60	
American Rescue Plan (COVID-19)	SouthPoint	4.40%	4,358,378.84	4,357,653.60		4,369,028.87	4,341,120.29	4,352,374.03	4,119,174.25	3,551,189.79	2,790,490.26	2,800,937.32	2,811,084.36	2,822,068.50	2,742,762.58	
Total - Balance				<u>\$35,731,819.56</u>	<u>\$35,931,026.10</u>	<u>\$47,057,082.12</u>	<u>\$54,936,402.93</u>	<u>\$45,474,746.27</u>	<u>\$45,205,386.94</u>	<u>\$44,084,782.18</u>	<u>\$43,113,527.54</u>	<u>\$37,960,102.45</u>	<u>\$36,031,901.27</u>	<u>\$35,189,918.11</u>	<u>\$37,622,153.73</u>	<u>\$39,270,464.04</u>
Restricted Funds																
Court Cash Bonds	Regions Bank	0.25%	122,085.20	127,130.20	141,930.20	141,120.20	139,685.20	139,025.20	145,324.20	147,989.20	147,723.00	151,737.20	155,927.20	158,135.20	147,320.20	
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	6,442,249.56	6,442,249.56	6,247,607.06	6,247,607.06	6,247,607.06	6,247,607.06	4,258,644.42	6,314,702.42	6,314,702.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	
Contractors' Cash Bonds	SouthPoint	0.25%	915,459.54	888,154.29	855,033.33	814,694.62	796,919.40	742,683.86	757,009.15	757,967.11	744,330.84	706,333.77	696,630.28	698,351.23	687,946.13	
Confiscated Funds	SouthPoint	1.25%	286,473.35	286,777.48	287,081.94	287,357.22	287,629.22	287,957.83	288,263.54	288,559.70	288,866.05	289,172.72	289,469.82	289,777.13	290,074.85	
Community Spaces	SouthPoint	1.65%	51.53	52.16	52.79	53.36	454.99	455.60	456.23	458.84	457.47	458.11	458.72	0.04	0.00	
2013 GOW - QEBIC Sinking Fund	Bank of New York	2.35%	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,911,964.89	1,911,964.89	
Library Campaign Fund/Donations	Pinnacle	earnings offset fees	317,635.51	332,006.02	337,344.68	338,450.14	344,930.72	351,677.17	374,885.75	382,167.51	387,465.56	429,604.48	433,701.36	438,732.28	458,022.23	
Lease Escrow Funds	Truist & Robertson	n/a	n/a	n/a	n/a	n/a	n/a	2,160,736.32	2,162,359.34	1,407,636.58	1,409,264.98	1,410,896.12	1,412,477.26	703,500.95	704,554.69	
Total Balance				<u>\$9,785,350.78</u>	<u>\$9,777,765.80</u>	<u>\$9,670,446.09</u>	<u>\$9,530,678.69</u>	<u>\$9,518,655.75</u>	<u>\$11,821,305.80</u>	<u>\$9,878,105.39</u>	<u>\$11,190,642.12</u>	<u>\$11,183,973.08</u>	<u>\$9,353,403.58</u>	<u>\$9,353,865.82</u>	<u>\$8,674,500.14</u>	<u>\$8,673,921.41</u>
Cash on Hand																
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash				<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>	<u>\$2,980.00</u>
Grand Total - All Funds				<u>\$45,520,150.34</u>	<u>\$45,711,771.90</u>	<u>\$56,630,508.21</u>	<u>\$64,470,061.62</u>	<u>\$54,996,382.02</u>	<u>\$57,029,672.74</u>	<u>\$53,965,867.57</u>	<u>\$54,307,149.66</u>	<u>\$49,147,055.53</u>	<u>\$45,388,284.85</u>	<u>\$44,546,763.93</u>	<u>\$46,299,633.87</u>	<u>\$47,947,365.45</u>
Petty Cash Itemization																
City Clerk Dept.	none															
Court Dept.	\$500.00															
Finance Dept. & Vehicle Tags	\$1,050.00 Tags & City Depts															
Fire Dept.	\$100.00 City Depts															
Inspection Dept.	\$30.00 City Depts															
Library	\$600.00															
Mayor's Office	\$200.00 City Depts															
Parks & Leisure Services	\$300.00 City Depts															
Police Dept.	\$200.00 City Depts															
Public Services	none															
Total				<u>\$2,980.00</u>												

FINANCIAL SUMMARY REPORT
"NOVEMBER 2023-2024"

1	MONTH OF NOVEMBER 2023							YEAR-TO- DATE THROUGH NOVEMBER 2023						
REVENUE SUMMARY	2	3	4	5	6	7	8	10	11	12	13	14	15	
	2023-2024	2023-2024	2022-2023	Actual to Budget		Actual to Last Year		2023-2024	2023-2024	2022-2023	Actual to Budget		Actual to Last Year	
	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	13,447	14,596	15,274	(1,149)	-7.87%	(1,827)	-11.96%	27,426	28,068	29,567	(\$642)	-2.29%	(2,141)	-7.24%
COUNTY REVENUE	1,925,103	2,491,690	2,607,837	(566,587)	-22.74%	(682,735)	-26.18%	3,720,000	3,452,337	3,043,553	\$267,663	7.75%	676,447	22.23%
CITY REVENUE	3,746,729	2,665,909	2,681,251	1,080,820	40.54%	1,065,478	39.74%	6,716,703	5,381,859	5,512,054	\$1,334,844	24.80%	1,204,649	21.85%
PARK & RECREATION	38,343	31,440	25,337	6,903	21.96%	13,006	51.33%	241,680	107,096	140,589	\$134,584	125.67%	101,091	71.91%
TOTAL REVENUE	5,723,622	5,203,635	5,329,699	519,987		393,922		10,705,810	8,969,360	8,725,763	1,736,450		1,980,047	
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	1,057,143	1,523,551	1,323,281	466,408	30.61%	266,138	20.11%	3,344,704	3,635,506	2,485,131	290,802	8.00%	(859,573)	-34.59%
CITY COUNCIL	5,436	5,704	5,411	268	4.69%	(25)	-0.47%	20,826	21,379	21,942	553	2.59%	1,116	5.09%
ADMINISTRATION & FINANCE	232,725	203,448	219,957	(29,277)	-14.39%	(12,768)	-5.80%	451,550	428,401	407,500	(23,149)	-5.40%	(44,050)	-10.81%
CITY CLERK	46,490	46,185	39,653	(305)	-0.66%	(6,837)	-17.24%	105,640	99,461	85,283	(6,179)	-6.21%	(20,357)	-23.87%
MUNICIPAL COMPLEX	36,200	22,528	27,713	(13,672)	-60.69%	(8,487)	-30.62%	63,194	48,284	51,034	(14,910)	-30.88%	(12,160)	-23.83%
INFORMATION SERVICES	84,173	63,748	46,406	(20,425)	-32.04%	(37,767)	-81.38%	136,971	127,556	95,269	(9,415)	-7.38%	(41,702)	-43.77%
POLICE	1,132,027	1,179,614	1,000,385	47,587	4.03%	(131,642)	-13.16%	2,266,064	2,360,832	1,995,233	94,769	4.01%	(270,831)	-13.57%
FIRE	1,062,787	1,104,931	998,629	42,144	3.81%	(64,157)	-6.42%	2,151,593	2,209,260	1,999,293	57,667	2.61%	(152,300)	-7.62%
INSPECTION	75,474	65,552	49,121	(9,922)	-15.14%	(26,353)	-53.65%	144,490	135,768	102,348	(8,722)	-6.42%	(42,142)	-41.18%
PUBLIC SERVICES	466,667	473,964	452,028	7,297	1.54%	(14,639)	-3.24%	919,780	951,171	945,876	31,391	3.30%	26,096	2.76%
PUBLIC LIBRARY	264,862	251,929	232,372	(12,933)	-5.13%	(32,490)	-13.98%	493,875	490,137	463,740	(3,738)	-0.76%	(30,134)	-6.50%
PARKS & LEISURE SERVICES	467,754	334,261	342,789	(133,493)	-39.94%	(124,965)	-36.46%	813,728	596,127	596,768	(217,601)	-36.50%	(216,961)	-36.36%
TOTAL EXPENDITURES	4,931,739	5,275,415	4,737,746	343,676		(193,993)		10,912,413	11,103,882	9,249,414	191,469		(1,662,999)	
SURPLUS / (DEFICIT)	791,883	(71,780)	591,953	863,663		199,930		(206,603)	(2,134,522)	(523,651)	1,927,919		317,048	



**Vestavia Hills
City Council Minutes
December 11, 2023
6:00 PM**

1. Call to Order

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. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

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

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Lori Beth Kearley, Public Works Director; Christopher Brady, City Engineer; Umang Patel, Court Director; Marvin Green, Fire Chief; Shane Ware, Police Chief; James Sturdivant, Municipal Court Judge; Melvin Turner, III, Finance Director; Zachary Clifton, Asst. Finance Director; Pam Parsons, Circulation Dept. Head, Vestavia Hills Library in the Forest.

3. Invocation - City Chaplain Butch Williams

4. Pledge of Allegiance

5. Approval of the Agenda

MOTION: Approve the agenda as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

6. Swearing in of Shane Ware, Police Chief - Oath of Office administered by Judge Jim Sturdivant

Mr. Downes stated that the foundation of any community is safety. It is important to have a great leader to lead our police force, and he is proud that tonight we will be swearing in the new police chief, Shane Ware. The first part-time police chief was appointed in 1951 at a salary of \$300 a month and the use of one patrol car. Today there are 111 employees, 100 vehicles, advanced law enforcement equipment and, now, a new leader, Shane Ware.

Mayor Curry stated that the city's Police Department is one of the strongest in the State of Alabama. He stated that Vestavia Hills is the safest city in Alabama among those with a population of over 25,000. He stated he is proud of Chief Ware, and he knows this tradition will continue.

Judge Jim Sturdivant stated that he had four boys who went through Pizitz Middle School when Chief Ware was the SRO. He stated he has always been impressed by his demeanor, his policing style, and he knows Chief Ware will do a great job.

Judge Sturdivant administered the Oath of Office to Police Chief Shane Ware.

Chief Ware stated he is honored by the people here tonight to support him and for the opportunity to serve the City in this capacity. He introduced family and friends on this occasion including his wife, son and mother.

7. Announcements, Candidates and Guest Recognition

- Mr. Pierce stated he will be attending the monthly luncheon of the Chamber of Commerce to be held tomorrow. He stated that this is a holiday program with the high school and the middle school providing entertainment.
- Mr. Pierce welcomed Board member John Henley to the meeting representing the Chamber of Commerce.
- Mr. Weaver announced that the regular Planning and Zoning Commission meeting will be held on Thursday. He stated that the meeting will begin at 5 PM due to some holiday festivities scheduled for City Hall that evening.
- Mr. Head announced that the Parks and Recreation Board will meet tomorrow morning at 7:30 in the Civic Center.

8. City Manager's Report

- Mr. Downes stated that the City barely avoided direct hits from the storms this weekend, but that there was some damage within the City. More damage occurred in our sister cities. Both the Police and the Public Works Departments did a stellar job in getting the roadways cleared from fallen trees.

9. Councilors' Reports

- Gerrick Wilkins, candidate for U.S. Congress District 6, introduced himself and asked for support in the upcoming elections. He asked anyone interested to review his information online at WilkinsforAL.com.

- Mr. Head stated that Wald Park Phase III, the last part of the Infrastructure and Community Spaces projects, opened today with a ribbon cutting. This phase of the park includes some pickleball and tennis courts and extra parking. He reminded everyone that it has taken six years to reach this point, but finally it is done.
- Mayor Curry stated that this was fruition of a long-time dream six years ago, but now it is great to look back and see what has been accomplished.

10. Financial Reports - Melvin Turner, III, Finance Director

Melvin Turner, III, Finance Director, gave the financial reports for November 2023, the first month of FY24. He read and explained the balances.

11. Approval Of Minutes - November 27, 2023 Regular Meeting

MOTION: Approve the minutes as presented. Motion By: Kimberly Cook. Seconded By: Rusty Weaver.

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

Old Business

12. Resolution Number 5486 - A Resolution Authorizing the installation of a new support structure for a small cell facility to be located in the right-of-way adjacent to certain properties in the City of Vestavia Hills

MOTION: Approve Resolution 5486 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mr. Downes explained that this request is for four new small cell supports which have been worked on for a long time. He explained that three of these requests were held up pending final designs for the improvements on Massey Road. The fourth was a request that was delayed by the Council pending some negotiations between the owner of the adjacent property and Crown Castle. He stated that the City is still waiting on an Attorney General's opinion. However, these requests are moving forward because they have been delayed for a year.

Mrs. Cook asked if Mr. Boone can review the questions that the Council asked of the Attorney General.

Mr. Boone explained that the Council requested an opinion from the Attorney General with four questions, which were to determine if the City Council could ever deny these requests and whether the City determine the specific location of the poles or must the provider determine the location. Finally, can a City require a specific type of decorative pole to better fit, aesthetically, and, finally, can the City insist that they be installed underground in communities that have underground utilities? He stated that the federal law became effective in 2019 which gave rights to the providers to use public right-of-way for these structures. A subsequent Alabama law echoed the federal law.

The Mayor opened the floor for a public hearing.

The following spoke about the request:

- Anthony Krontiras, 1829 Forest Haven Lane, stated that the Council met on this about a year ago and deferred this for Crown Castle to work with him to avoid two poles in his yard. He indicated that he had met with the Crown Castle representatives about placement and options. He stated that there is currently a power pole there, and they are trying to avoid having two poles there. Alabama Power is in the process of burying power lines. If Alabama Power abandons the pole, the provider has agreed to move the small cell facility to that pole and take down the one that will be approved tonight. That was the compromise reached during negotiations.
- Melissa Williams, 4 The Falls Drive, stated that she received a notice for tonight's meeting, but that this was the first that she has heard of these being installed in the City, so she has questions. She asked if the City would receive funds from this pole. Mr. Downes explained that the City receives an annual renewal of \$270. She stated she is a cancer survivor, and she's been reading about 5G, and she is concerned about the safety of the technology. She is against this in her backyard. She stated that this would diminish her safety and her property value.
- Sandra Bissett, 3040 Massey Road, stated that this is across the street from her. She stated her concern was about the line of sight at the nearby intersection. The sight line on that road in the area of one of these poles along with the dip is dangerous. She stated that she has issues coming out of her driveway along Massey, and she's concerned that the pole will make that even more difficult.

Mrs. Cook read a portion of an email received from another resident of The Falls that the Council received this evening. From Stan Middlebrooks, 16 The Falls Drive, reads "for the record, the frequencies that 5G operates on are within the upper and lower limits of the Wi-Fi virtually every one of us has within our homes and at much lower power levels and exposures than that of 5G."

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

13. Resolution Number 5487 - A Resolution authorizing and directing the City Manager to take any and all legal actions necessary to complete the dispute resolution process for replacement and installation of a new chiller at the Vestavia Hills Civic Center

The Mayor explained that this would allow the City Manager to move forward with enforcement actions on the chiller for the property next door.

MOTION: Approve Resolution 5487 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mr. Downes stated that they had a substantial briefing with the Council in the hopes that the contractor would step up and replace the chiller. That has not been forthcoming, and so he recommends using all contractual provisions to call the bond if necessary.

The Mayor stated that it takes some time to order the unit. Mr. Downes explained that the City has anticipated how long it will take to manufacture this chiller before the retainage runs out in timing this statement of intention to call the bond. There being no further discussion, the Mayor called for the question.

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VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

*****NOTE:** It was realized later in the meeting that the Mayor didn't call for a public hearing on this item. The meeting was stopped, and the Mayor called for a public hearing and a new roll call vote.***

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

14. Resolution Number 5488 - Vacation of a Public Utility Easement on the property located at 1636 Panorama Drive; Lot 3, Caffee's Addition to Panorama; David Brouillette, Owner

MOTION: Approve Resolution 5488 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

David Brouillette, owner of the property, was present in regard to this request.

Mr. Downes stated that this applicant has cleared the requirements to relocate this easement.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

15. Ordinance Number 3204 - An Ordinance defining Short-term rentals and prohibiting said use in dwellings and/or dwelling units

MOTION: Approve Ordinance 3204 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

Mr. Downes explained that this was discussed at a previous work session and is consistent with the Council's wishes on this issue.

Mrs. Cook stated that the Council has spent a lot of time and effort to understand the community's desires in regard to allowing or not allowing short-term rentals

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

New Business

16. Resolution Number 5489 - A Resolution Authorizing a Sign Replacement Project Designated as Project Number IM-I459(322) on I-459 Within the City Limits of Vestavia Hills.

MOTION: Approve Resolution 5489 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

Mr. Downes stated that this is an ALDOT project along I-459. It is to replace the signage along that roadway within the City limits.

Mayor Curry pointed out there is federal funding involved in this project.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

17. Resolution Number 5490 - A Resolution Appointing a Member to the Vestavia Hills Parks and Recreation Board

The Mayor passed the gavel to Pro-Tem Weaver.

Mr. Weaver asked for a motion to approve Resolution Number 5490.

MOTION: Approve Resolution Number 5490. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mr. Weaver stated that this is to fill an expiring term of a Park Board member and he will accept a motion to insert a name in the resolution.

Motion: Amend Resolution Number 5490 in order to insert the name Justin Palmore as his appointee to the Park Board. Motion By: Paul Head. Seconded By: Ashley Curry.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

There being no further discussion, the Mayor Pro-Tem called for the question of the amended Resolution.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

18. Resolution Number 5491 - A Resolution Appointing a Member to the Vestavia Hills Library Board for an unexpired term

MOTION: Approve Resolution Number 5491 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

Mayor Curry explained that a current Library Board member, Greg Jones, has experienced some unforeseen circumstances which have caused him to resign early from the Board with one year left on his term. This appointment would be for the remainder of the term.

MOTION: Amend Resolution 5491 to insert the name Kevin Archer as the appointment to complete Mr. Jones's term. Motion by: Mayor Curry. Seconded by Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

There being no further discussion, the Mayor Pro-Tem called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

19. Resolution Number 5492 - A Resolution Appointing a Member to the Vestavia Hills Library Board

MOTION: Approve Resolution Number 5492 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mayor Curry explained that this Resolution is a full four-year appointment.

MOTION: Amend Resolution 5492 to insert the name Christopher Gerety as the new appointee. Motion By: Ashley Curry. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

There being no further discussion, the Mayor Pro-Tem called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent

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

20. Citizens Comments

- Ms. Leavings reminded the Council and the audience that the next regular meeting of the City Council was rescheduled for December 18, 2023 to allow observance of the holiday.

21. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:57.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



**Vestavia Hills
City Council Minutes
December 18, 2023
6:00 PM**

1. Call to Order

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. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Ashley C. Curry, Mayor; Rusty Weaver*, Mayor Pro-Tem; Kimberly Cook, Councilor; Paul Head, Councilor; George Pierce Councilor.

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Rebecca Leavings, City Clerk; Zachary Clifton, Asst. Finance Director; Jason Hardin, Police Captain; Scott Ferrell, Fire Captain; Lori Beth Kearley, Public Works Director; Umang Patel, Court Director*.

**attending via Zoom*

3. Invocation - Chaplain Sam Williamson

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor opened a motion for the approval of the agenda.

MOTION: Approve the agenda as presented. Motion By: Kimberly Cook. Seconded By: George Pierce. Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mayor Curry announced that Lindsey Cochran has been appointed to the Planning and Zoning Commission to replace Erica Barnes whose term has expired. She will begin her term as a Commissioner at the January meeting.
- Mr. Head announced that the Parks and Recreation Board will have a special called meeting on Wednesday beginning at 10:30 AM at the Civic Center.

7. City Manager's Report

- None.

8. Councilors' Reports

- Mr. Pierce stated that he will attend the Chamber of Commerce Christmas program meeting to be held Thursday morning, 7:30 AM. Breakfast will be served, and the Council is invited.
- Mr. Weaver stated that the Planning and Zoning Commission met in regular session last Thursday night and considered the rezoning of a property to B-2 for the use of a short-term rental business. He indicated that this is not a conditional use which falls under the new ordinance, but a request to upgrade to a commercial business with a commercial zoning. He stated that Planning and Zoning recommends approval with conditions, and the request would be forthcoming to the Council soon.

9. Approval Of Minutes - None

Old Business

New Business

10. Resolution Number 5493 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said vehicles.

MOTION: Approve Resolution Number 5493 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mr. Downes explained that this is a resolution to declare some Fire Department vehicles as surplus as they are at the end of usefulness for the department.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

11. Resolution Number 5494 - A Resolution declaring certain fire department personal property/antenna as surplus and authorizing the City Manager to sell/dispose of said property

MOTION: Approve Resolution Number 5494 as presented.. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mayor Curry explained that this Resolution would be to surplus a large radio antenna that was located at the Cahaba Heights police precinct when the City annexed Cahaba Heights. The antenna is no longer needed.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent

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

12. Citizens Comments

- Mr. Boone thanked the Mayor and City Council for allowing him to serve another year and wished everyone a Merry Christmas and Happy New Year.

13. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:15 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



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

January 8, 2024

To: Jeff Downes, City Manager

Cc: Rebecca Leavings, City Clerk
Lori Beth Kearley, Public Services Director

From: Mark Gibbs, Chief of Building Maintenance

RE: Resolution Number 5495 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property.

Background:

I am requesting that the City Council deem the following vehicles as surplus at the next meeting and authorize the City Manager to sell/dispose of said vehicles.

- 1) 2009 Ford Escape 1FMCU03G99KA49074 Building Safety, 116874 miles
- 2) 2009 Chev Impala 2G1WB57K491204898 Parks & Rec, 125650 miles
- 3) 2014 Ford F-150 1FTFW1EF8EKG23406 Public Services, 100600 miles
- 4) 2014 Ford Fusion 3FA6P0G71ER318702 Parks & Rec, 27131 miles
- 5) 2015 Ford F-450 1FD0W4GTXFEC82502 Public Services, 102058 miles
- 6) 2017 Ford Fusion 3FA6P072HR267294 Parks & Rec, 29916 miles

Recommendation:

This request is consistent with the FY2024 City budget and Enterprise fleet management recommendations.

Fiscal Impact:

The revenue from the sale of these vehicles is represented in the FY2024 City budget in the Capital fund and is intended to offset capital expenditures to retain vehicles that are within warranty time frames and guidelines.

Attachments:

1. Resolution 5495

RESOLUTION NUMBER 5495

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5495 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 8th day of January, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A

- | | | | | | | | |
|----|------|------|--------|-------------------|------------------|--------|-------|
| 1) | 2009 | Ford | Escape | 1FMCU03G99KA49074 | Building Safety, | 116874 | miles |
| 2) | 2009 | Chev | Impala | 2G1WB57K491204898 | Parks & Rec, | 125650 | miles |
| 3) | 2014 | Ford | F-150 | 1FTFW1EF8EKG23406 | Public Services, | 100600 | miles |
| 4) | 2014 | Ford | Fusion | 3FA6P0G71ER318702 | Parks & Rec, | 27131 | miles |
| 5) | 2015 | Ford | F-450 | 1FD0W4GTXFEC82502 | Public Services, | 102058 | miles |
| 6) | 2017 | Ford | Fusion | 3FA6P072HR267294 | Parks & Rec, | 29916 | miles |



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

January 8, 2024

To: Jeff Downes, City Manager

Cc: Rebecca Leavings, City Clerk

From: Lori Beth Kearley, Public Services Director

RE: Resolution Number 5496 - A Resolution Accepting a Bid for Blue Lake Drive and Sicard Hollow Road Intersection Improvement Project and Authorizing the City Manager to Take All Actions Necessary to Secure Said Construction.

Background:

Jefferson County held the bid opening for the Blue Lake Drive and Sicard Hollow Road Intersection Improvement project on December 20, 2023.

Three total bids were received, and the apparent low bid of \$2,605,407.81 was submitted by Gillespie Construction LLC.

A copy of the official bid tabulation is marked as Exhibit A and is attached to and incorporated into this Resolution.

Per the Joint Services Agreement between Jefferson County, City of Vestavia Hills, and City of Birmingham, the total combined costs of preliminary engineering and construction (total project costs) is to be divided and equally shared between Jefferson County and Vestavia Hills.

Below is a summary of the total estimated project costs and each financial participants' share of the costs:

Preliminary Engineering	\$269,650.00
Environmental Permitting	1,350.00
Project Advertising	1,500.00
Construction	2,605,407.81
CE&I	260,540.78
BWWB Credit	-(91,250.00)
Total Project Cost	\$3,047,198.59 (to be split equally between Jefferson County and Vestavia Hills)
1/2 Total Project Cost	1,523,599.30 (each entity's individual share)

Accounting for the preliminary engineering cost of \$269,650 paid in whole by Vestavia Hills, the City's remaining contributing share is estimated to be **\$1,253,949.30**.

Jefferson County has indicated a willingness to move forward with the project, and needs Vestavia Hills' acceptance of the bid and authorization to proceed.

Recommendation:

It is my recommendation that the City accept this Bid to allow Jefferson County to proceed with award of this project to Gillespie Construction LLC.

Fiscal Impact:

The project bid came in higher than anticipated; however, there are contingencies included that may allow actual project costs to be lower. While we will continue to explore potential cost-savings, there are sufficient budgeted construction funds available in the FY2024 Capital budget to cover the anticipated costs of the project. (G/L 20-60-8505-008-300).

If approved, construction is anticipated to begin in March 2024, and the project is anticipated to be completed in 12 months.

Attachments:

1. Resolution 5496
2. Bid_Tab_Report_37-19-400
3. 37-19-400 Joint Service Agreement- Birmingham

RESOLUTION NUMBER 5496

A RESOLUTION ACCEPTING A JEFFERSON COUNTY BID FOR BLUE LAKE DRIVE AND SICARD HOLLOW ROAD INTERSECTION IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO SECURE SAID CONSTRUCTION

WHEREAS, The City of Vestavia Hills previously entered into a Joint Services Agreement with Jefferson County and the City of Birmingham regarding proposed improvements at the intersection of Blue Lake Drive and Sicard Hollow Road. A copy of said agreement is marked as Exhibit B, attached to and incorporated into this Resolution Number 5496; and

WHEREAS, Jefferson County bid said project with three bidders responding; and

WHEREAS, an official bid tabulation is marked as Exhibit A, attached to and incorporated into this Resolution Number 5496 as if written fully therein; and

WHEREAS, the Public Works Director has reviewed the bid responses and has recommended concurrence with Jefferson County for acceptance of the bid package submitted by Gillespie Construction LLC at an estimated \$2,605,407.81, bringing the total project cost to \$3,047,198.59, to be split equally between Jefferson County and Vestavia Hills with an expected remaining City's share to be \$1,253,949.30 (accounting for preliminary engineering); and

WHEREAS, the Mayor and Council find that acceptance of this bid and the sharing of the services with Jefferson County is in the best public interest.

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

1. The bid response by Gillespie Construction is hereby accepted concurrent with the approval by the Jefferson County Commission; and
2. The City Manager is hereby authorized to take all actions necessary to secure said construction in coordination and pursuant to the previous Joint Services Agreement; and
3. The funding for said project shall be expensed by the FY2024 Capital Project; and
4. This Resolution Number 5496 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 8th day of January, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

JEFFERSON COUNTY COMMISSION



JAMES A. (JIMMIE) STEPHENS - PRESIDENT
JOE KNIGHT - PRESIDENT PRO TEMPORE
LASHUNDA SCALES
SHEILA TYSON
MICHAEL F. BOLIN

Exhibit A - Resolution No. 5496
CAL MARKERT – CHIEF EXECUTIVE OFFICER

Department of ROADS AND TRANSPORTATION

Chris Nicholson, P.E.
Director/County Engineer
A200 Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203

12/20/2023

Mr. Jeff Downes
City Manager
1032 Montgomery Highway
Vestavia Hills, AL 35216

ATTN: Lori Beth Kearley, Department of Public Services

RE: Project No. 37-19-400
Blue Lake Drive and Sicard Hollow Road Intersection Improvement
Jefferson County, Alabama

Ms. Kearley,

Jefferson County held the bid opening for the above referenced project on 12/20/2023. The apparent low bid of \$2,605,407.81 was submitted by Gillespie Construction LLC.. Per the Joint Services Agreement between the County, Vestavia, and Birmingham, the total combined costs of preliminary engineering and construction (total project costs) is to be divided and equally shared between the County and Vestavia. Given all available information, below is a summary of the total estimated project costs and each financial participants share of the costs.

• Preliminary Engineering:	\$269,650.00
• Environmental Permitting:	\$1,350.00
• Project Advertising:	\$1,500.00
• Construction:	\$2,605,407.81
• CE&I (10% Bid Price):	\$260,540.78
• <u>BWWB Credit:</u>	<u>-\$91,250.00</u>
Total Project Cost:	\$3,047,198.59 (To be split equal between the County and Vestavia)
½ Total Project Cost:	\$1,523,599.30 (The County's and Vestavia's individual share)

Accounting for the Preliminary Engineering cost of \$269,650.00 paid in whole by Vestavia, the remaining contributing share of Vestavia is approximately **\$1,253,949.30***. Given the project bid came in higher than anticipated, Jefferson County requests notification from Vestavia whether it is Vestavia's intent to proceed with continued financial participation in the project as detailed in the Joint Services Agreement, or whether Vestavia would prefer to terminate the Joint Services Agreement per section V. Termination of said agreement.

If you have any questions or require any additional information, please let me know.

Thank you,

J. Cameron Buchina, P.E.
Chief Civil Engineer, Roads and Transportation
Jefferson County Commission

*Remaining share is approximate. Initial invoice amount may vary.

Solicitation Information

Jefferson County, AL - Department of Roads and Transportation

Solicitation Number

37-19-400

Deadline

12/19/2023 02:00 PM CST

Advertised

11/15/2023 05:04 PM CST

Revised

12/13/2023 05:11 PM CST

Description

Project Name: Blue Lake Drive and Sicard Hollow Road Intersection Improvement

Project Location: Jefferson County

Project Description: Grade, Drain, Base, Pave, & Utilities

Construction Cost Estimate: [\$1,800,000 - \$2,200,000]

Location(s)

Blue Lake Dr & Sicard Hollow Rd, Birmingham, Alabama, 35243

Bidders

Business Name	Address	Phone
Chilton Contractors Inc	PO Box 2038 Clanton, AL 35046-2038	(205) 688-3290
Gillespie Construction LLC	3304 3rd ave. S Jasper, AL 35501	(205) 295-5263
Wiregrass Construction Company, Inc.	951 Dow St Pelham, AL 35124	(256) 558-6180
3 Bidders		

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
201A-002 CLEARING & GRUBBING (MAXIMUM ALLOWABLE BID \$800... LUMP SUM	1	\$8,000.00	\$8,000.00	1	\$8,000.00	\$8,000.00
205B-001 RELOCATION OF STRUCTURE, HISTORICAL MARKER EACH	1	\$4,500.00	\$4,500.00	1	\$4,525.00	\$4,525.00
206C-008 REMOVING CONCRETE MEDIAN SQUARE YARD	81	\$70.00	\$5,670.00	81	\$71.00	\$5,751.00
206D-000 REMOVING PIPE LINEAR FOOT	103	\$50.00	\$5,150.00	103	\$71.00	\$7,313.00
206D-011 REMOVING FENCE LINEAR FOOT	64	\$35.00	\$2,240.00	64	\$70.00	\$4,480.00
206E-000 REMOVING HEADWALLS EACH	5	\$1,500.00	\$7,500.00	5	\$1,510.00	\$7,550.00
206E-001 REMOVING INLETS EACH	1	\$1,750.00	\$1,750.00	1	\$1,760.00	\$1,760.00
206E-083 REMOVING GATE EACH	1	\$2,000.00	\$2,000.00	1	\$2,010.00	\$2,010.00
210A-000 UNCLASSIFIED EXCAVATION CUBIC YARD	1,359	\$35.00	\$47,565.00	1,359	\$36.00	\$48,924.00
210D-001 BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	2,680	\$50.00	\$134,000.00	2,680	\$51.00	\$136,680.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
CUBIC YARD						
214A-000 STRUCTURE EXCAVATION CUBIC YARD	710	\$65.00	\$46,150.00	710	\$66.00	\$46,860.00
214B-001 FOUNDATION BACKFILL, COMMERCIAL CUBIC YARD	177	\$85.00	\$15,045.00	177	\$86.00	\$15,222.00
260A-002 CEMENT MORTAR FLOWABLE BACKFILL, MIX 3 CUBIC YARD	20	\$650.00	\$13,000.00	20	\$855.00	\$17,100.00
301A-004 CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MI... SQUARE YARD	472	\$28.00	\$13,216.00	472	\$29.00	\$13,688.00
301A-012 CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MI... SQUARE YARD	2,351	\$35.00	\$82,285.00	2,351	\$36.00	\$84,636.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
305B-078 CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MIS... TON	99	\$60.00	\$5,940.00	99	\$76.00	\$7,524.00
401A-000 BITUMINOUS TREATMENT A SQUARE YARD	1,850	\$2.60	\$4,810.00	1,850	\$2.00	\$3,700.00
405A-000 TACK COAT GALLON	1,500	\$17.00	\$25,500.00	1,500	\$19.00	\$28,500.00
408A-052 PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" ... SQUARE YARD	2,641	\$7.00	\$18,487.00	2,641	\$8.00	\$21,128.00
424A-340 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE L... TON	553	\$166.00	\$91,798.00	553	\$175.00	\$96,775.00
424A-346 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE L... TON	968	\$156.00	\$151,008.00	968	\$180.00	\$174,240.00
424B-635 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYE... TON	256	\$199.00	\$50,944.00	256	\$192.00	\$49,152.00
424B-639 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYE... TON	59	\$450.00	\$26,550.00	59	\$253.00	\$14,927.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
424B-665 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYE... TON	162	\$260.00	\$42,120.00	162	\$235.00	\$38,070.00
424C-350 SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, WIDEN... TON	36	\$500.00	\$18,000.00	36	\$291.00	\$10,476.00
450A-019 PLAIN CEMENT CONCRETE PAVEMENT,10 INCHES THICK SQUARE YARD	448	\$295.00	\$132,160.00	448	\$300.00	\$134,400.00
530A-001 18" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	18	\$250.00	\$4,500.00	18	\$252.00	\$4,536.00
530A-002 24" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	149	\$275.00	\$40,975.00	149	\$277.00	\$41,273.00
530A-003 30" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	38	\$300.00	\$11,400.00	38	\$302.00	\$11,476.00
530A-004 36" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	91	\$310.00	\$28,210.00	91	\$327.00	\$29,757.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
533A-098 18" STORM SEWER PIPE (CLASS 3 R.C.) LINEAR FOOT	148	\$250.00	\$37,000.00	148	\$252.00	\$37,296.00
533A-099 24" STORM SEWER PIPE (CLASS 3 R.C.) LINEAR FOOT	99	\$275.00	\$27,225.00	99	\$277.00	\$27,423.00
533A-101 36" STORM SEWER PIPE (CLASS 3 R.C.) LINEAR FOOT	73	\$310.00	\$22,630.00	73	\$327.00	\$23,871.00
600A-000 MOBILIZATION LUMP SUM	1	\$130,000.00	\$130,000.00	1	\$333,500.00	\$333,500.00
602A-000 RIGHT OF WAY MARKERS EACH	7	\$1,500.00	\$10,500.00	7	\$1,000.00	\$7,000.00
610A-004 LOOSE RIPRAP, CLASS 2, 24" THICK SQUARE YARD	145	\$145.00	\$21,025.00	145	\$146.00	\$21,170.00
610C-001 LOOSE RIPRAP, CLASS 2 TON	40	\$125.00	\$5,000.00	40	\$126.00	\$5,040.00
610D-003 FILTER BLANKET, GEOTEXTILE SQUARE YARD	450	\$7.00	\$3,150.00	450	\$7.00	\$3,150.00
614A-000 SLOPE PAVING CUBIC YARD	92	\$800.00	\$73,600.00	92	\$805.00	\$74,060.00
618B-002 CONCRETE DRIVEWAY, 6" THICK	72	\$150.00	\$10,800.00	72	\$151.00	\$10,872.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
SQUARE YARD						
619A-002 18" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	2	\$3,000.00	\$6,000.00	2	\$3,015.00	\$6,030.00
619A-003 24" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	2	\$3,500.00	\$7,000.00	2	\$3,520.00	\$7,040.00
619A-004 30" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	1	\$3,500.00	\$3,500.00	1	\$3,520.00	\$3,520.00
619A-005 36" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	1	\$4,000.00	\$4,000.00	1	\$4,020.00	\$4,020.00
621C-008 INLETS, TYPE E EACH	1	\$10,000.00	\$10,000.00	1	\$10,050.00	\$10,050.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
621C-015 INLETS, TYPE S1 OR S3 (1 WING) EACH	4	\$6,500.00	\$26,000.00	4	\$6,530.00	\$26,120.00
621C-060 INLETS, TYPE P2 EACH	1	\$10,000.00	\$10,000.00	1	\$10,050.00	\$10,050.00
621D-015 INLET UNITS, TYPE S1 OR S3 EACH	2	\$2,000.00	\$4,000.00	2	\$2,010.00	\$4,020.00
621D-043 INLET UNITS, TYPE P2 EACH	1	\$2,500.00	\$2,500.00	1	\$2,510.00	\$2,510.00
621E-004 MANHOLES, TYPE L OR M (STORM) EACH	3	\$12,000.00	\$36,000.00	3	\$12,100.00	\$36,300.00
621F-005 MANHOLE UNITS, TYPE L OR M (STORM) EACH	2	\$2,000.00	\$4,000.00	2	\$2,010.00	\$4,020.00
623A-000 CONCRETE GUTTER LINEAR FOOT	54	\$70.00	\$3,780.00	54	\$71.00	\$3,834.00
623B-001 CONCRETE CURB, TYPE N SPECIAL LINEAR FOOT	683	\$200.00	\$136,600.00	683	\$201.00	\$137,283.00
623B-005 CONCRETE CURB, TYPE E LINEAR FOOT	115	\$65.00	\$7,475.00	115	\$66.00	\$7,590.00
623B-120 CONCRETE CURB, (TYPE SPECIAL) LINEAR FOOT	264	\$75.00	\$19,800.00	264	\$76.00	\$20,064.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
623C-003 COMBINATION CURB & GUTTER, TYPE C (MODIFIED) LINEAR FOOT	1,288	\$45.00	\$57,960.00	1,288	\$46.00	\$59,248.00
634B-000 INDUSTRIAL FENCE, 6 FEET HIGH PLUS BARBED WIRE ... LINEAR FOOT	64	\$100.00	\$6,400.00	64	\$150.00	\$9,600.00
634D-003 GATE, 20 FEET WIDE, COMPLETE WITH FITTINGS (WIT... EACH	1	\$3,500.00	\$3,500.00	1	\$2,850.00	\$2,850.00
650A-000 TOPSOIL CUBIC YARD	309	\$45.00	\$13,905.00	309	\$46.00	\$14,214.00
654A-000 SOLID SODDING SQUARE YARD	3,050	\$14.00	\$42,700.00	3,050	\$19.00	\$57,950.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
656A-010 MULCHING ACRE	2	\$1,500.00	\$3,000.00	2	\$2,010.00	\$4,020.00
659C-001 EROSION CONTROL PRODUCT, TYPE S3 SQUARE YARD	921	\$6.00	\$5,526.00	921	\$7.00	\$6,447.00
659C-002 EROSION CONTROL PRODUCT, TYPE S2 SQUARE YARD	186	\$7.00	\$1,302.00	186	\$6.00	\$1,116.00
665A-000 TEMPORARY SEEDING ACRE	2	\$1,200.00	\$2,400.00	2	\$505.00	\$1,010.00
665B-001 TEMPORARY MULCHING TON	5	\$500.00	\$2,500.00	5	\$660.00	\$3,300.00
665J-002 SILT FENCE LINEAR FOOT	330	\$7.00	\$2,310.00	330	\$10.00	\$3,300.00
665N-001 TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 4 TON	55	\$75.00	\$4,125.00	55	\$76.00	\$4,180.00
665O-001 SILT FENCE REMOVAL LINEAR FOOT	330	\$1.00	\$330.00	330	\$1.00	\$330.00
665P-005 INLET PROTECTION, STAGE 3 OR 4 EACH	6	\$375.00	\$2,250.00	6	\$1,210.00	\$7,260.00
665Q-002 WATTLE LINEAR FOOT	60	\$17.00	\$1,020.00	60	\$13.00	\$780.00
680A-001 GEOMETRIC CONTROLS LUMP SUM	1	\$45,000.00	\$45,000.00	1	\$388,700.00	\$388,700.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
698A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$60,000) LUMP SUM	1	\$0.00	\$0.00	1	\$0.00	\$0.00
701B-207 DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) LINEAR FOOT	379	\$1.50	\$568.50	379	\$1.10	\$416.90
701C-001 SOLID TEMPORARY TRAFFIC STRIPE MILE	2	\$1,300.00	\$2,600.00	2	\$1,105.00	\$2,210.00
701F-000 DOTTED TEMPORARY TRAFFIC STRIPE LINEAR FOOT	200	\$0.30	\$60.00	200	\$1.00	\$200.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
701G-253 SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5"... LINEAR FOOT	2,680	\$1.15	\$3,082.00	2,680	\$1.10	\$2,948.00
701G-265 SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5... LINEAR FOOT	1,643	\$1.15	\$1,889.45	1,643	\$1.10	\$1,807.30
703A-002 TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A SQUARE FOOT	765	\$6.40	\$4,896.00	765	\$6.00	\$4,590.00
703B-002 TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A SQUARE FOOT	168	\$6.40	\$1,075.20	168	\$6.00	\$1,008.00
703D-001 TEMPORARY TRAFFIC CONTROL MARKINGS SQUARE FOOT	250	\$3.50	\$875.00	250	\$3.00	\$750.00
705A-031 PAVEMENT MARKERS, CLASS A-H, TYPE 1-A EACH	120	\$6.40	\$768.00	120	\$6.00	\$720.00
705A-032 PAVEMENT MARKERS, CLASS A-H, TYPE 1-B EACH	130	\$6.40	\$832.00	130	\$6.00	\$780.00
705A-037 PAVEMENT MARKERS, CLASS A-H, TYPE 2-D EACH	11	\$6.40	\$70.40	11	\$6.00	\$66.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
705A-038 PAVEMENT MARKERS, CLASS A-H, TYPE 2-E EACH	70	\$6.40	\$448.00	70	\$6.00	\$420.00
710A-160 CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK ... SQUARE FOOT	20	\$35.00	\$700.00	20	\$21.00	\$420.00
710A-170 CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK ... SQUARE FOOT	117	\$22.00	\$2,574.00	117	\$21.00	\$2,457.00
710B-021 ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STE... LINEAR FOOT	308	\$21.00	\$6,468.00	308	\$20.00	\$6,160.00
740B-000 CONSTRUCTION SIGNS SQUARE FOOT	411	\$20.00	\$8,220.00	411	\$6.00	\$2,466.00
740D-000 CHANNELIZING DRUMS EACH	100	\$60.00	\$6,000.00	100	\$29.00	\$2,900.00
740E-000 CONES (36 INCHES HIGH) EACH	50	\$50.00	\$2,500.00	50	\$18.00	\$900.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
740F-002 BARRICADES, TYPE III EACH	4	\$400.00	\$1,600.00	4	\$225.00	\$900.00
740M-001 BALLAST FOR CONE EACH	50	\$10.00	\$500.00	50	\$10.00	\$500.00
742A-001 PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2 EACH	3	\$5,000.00	\$15,000.00	3	\$10,000.00	\$30,000.00
745A-000 UNIFORMED POLICE OFFICER HOUR	1,500	\$75.00	\$112,500.00	1,500	\$75.00	\$112,500.00
750B-601 ROADWAY LUMINAIRE ASSEMBLY WITH ONE, LED, 250 W... EACH	9	\$9,000.00	\$81,000.00	9	\$6,290.00	\$56,610.00
750C-010 POLE FOUNDATION, ROADWAY EACH	9	\$7,000.00	\$63,000.00	9	\$2,600.00	\$23,400.00
750D-200 ELECTRICAL JUNCTION BOX, TYPE 1 EACH	3	\$1,860.00	\$5,580.00	3	\$1,875.00	\$5,625.00
750E-115 CONDUIT, 2 INCH, RIGID NONMETALLIC LINEAR FOOT	50	\$15.00	\$750.00	50	\$8.00	\$400.00
750F-024 CONDUCTOR, #6 AWG LINEAR FOOT	50	\$5.00	\$250.00	50	\$4.00	\$200.00
750F-026 CONDUCTOR, #2 AWG	100	\$7.00	\$700.00	100	\$6.00	\$600.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
LINEAR FOOT						
750G-010 COMBINED DUCT AND CABLE, 2 #6 AWG/ 1 #6 AWG GND LINEAR FOOT	510	\$14.00	\$7,140.00	510	\$16.00	\$8,160.00
750G-012 COMBINED DUCT AND CABLE, 4 #6 AWG/ 1 #6 AWG GND LINEAR FOOT	900	\$16.50	\$14,850.00	900	\$13.00	\$11,700.00
750H-005 SERVICE POLE EACH	2	\$4,800.00	\$9,600.00	2	\$3,750.00	\$7,500.00
750I-015 LIGHTING CONTROL CENTER EACH	2	\$28,720.00	\$57,440.00	2	\$36,300.00	\$72,600.00
756A-022 4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION LINEAR FOOT	85	\$88.00	\$7,480.00	85	\$112.00	\$9,520.00

Item	Quantity	Gillespie Construction LLC		Quantity	Wiregrass Construction Company, Inc.	
		Price	Extension		Price	Extension
BID SCHEDULE						
1 INSTALL 8" DUCTILE IRON PIPE LINEAR FOOT	310	\$275.00	\$85,250.00	310	\$276.00	\$85,560.00
2 FURNISH AND INSTALL GROUT FOR ABANDONED MAINS CUBIC YARD	5	\$1,200.00	\$6,000.00	5	\$1,205.00	\$6,025.00
107 Items	Subtotals:		\$2,368,552.55			\$2,923,590.20
	Taxes:		\$236,855.26			\$292,359.02
	Totals:		\$2,605,407.81			\$3,215,949.22

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
BID SCHEDULE				
201A-002 CLEARING & GRUBBING (MAXIMUM ALLOWABLE BID \$800... LUMP SUM	1	\$8,000.00	\$8,000.00	
205B-001 RELOCATION OF STRUCTURE, HISTORICAL MARKER EACH	1	\$9,173.81	\$9,173.81	
206C-008 REMOVING CONCRETE MEDIAN SQUARE YARD	81	\$93.50	\$7,573.50	
206D-000 REMOVING PIPE LINEAR FOOT	103	\$72.39	\$7,456.17	
206D-011 REMOVING FENCE LINEAR FOOT	64	\$27.50	\$1,760.00	
206E-000 REMOVING HEADWALLS EACH	5	\$1,870.00	\$9,350.00	
206E-001 REMOVING INLETS EACH	1	\$2,754.01	\$2,754.01	
206E-083 REMOVING GATE EACH	1	\$1,650.00	\$1,650.00	
210A-000 UNCLASSIFIED EXCAVATION CUBIC YARD	1,359	\$93.15	\$126,590.85	
210D-001 BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	2,680	\$82.50	\$221,100.00	

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
CUBIC YARD				
214A-000 STRUCTURE EXCAVATION CUBIC YARD	710	\$110.00	\$78,100.00	
214B-001 FOUNDATION BACKFILL, COMMERCIAL CUBIC YARD	177	\$161.97	\$28,668.69	
260A-002 CEMENT MORTAR FLOWABLE BACKFILL, MIX 3 CUBIC YARD	20	\$2,974.34	\$59,486.80	
301A-004 CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MI... SQUARE YARD	472	\$38.50	\$18,172.00	
301A-012 CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MI... SQUARE YARD	2,351	\$36.89	\$86,728.39	

Item	Quantity	Price	Chilton Contractors Inc	Extension	
BID SCHEDULE					
305B-078 CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MIS... TON	99	\$128.90	\$12,761.10		
401A-000 BITUMINOUS TREATMENT A SQUARE YARD	1,850	\$1.23	\$2,275.50		
405A-000 TACK COAT GALLON	1,500	\$19.72	\$29,580.00		
408A-052 PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" ... SQUARE YARD	2,641	\$6.78	\$17,905.98		
424A-340 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE L... TON	553	\$154.04	\$85,184.12		
424A-346 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE L... TON	968	\$166.36	\$161,036.48		
424B-635 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYE... TON	256	\$172.53	\$44,167.68		
424B-639 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYE... TON	59	\$234.14	\$13,814.26		

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
424B-665 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYE... TON	162	\$209.50	\$33,939.00	
424C-350 SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, WIDEN... TON	36	\$277.27	\$9,981.72	
450A-019 PLAIN CEMENT CONCRETE PAVEMENT,10 INCHES THICK SQUARE YARD	448	\$276.45	\$123,849.60	
530A-001 18" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	18	\$214.50	\$3,861.00	
530A-002 24" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	149	\$227.17	\$33,848.33	
530A-003 30" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	38	\$261.87	\$9,951.06	
530A-004 36" ROADWAY PIPE (CLASS 3 R.C.) LINEAR FOOT	91	\$346.55	\$31,536.05	

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
BID SCHEDULE				
533A-098 18" STORM SEWER PIPE (CLASS 3 R.C.) LINEAR FOOT	148	\$214.50	\$31,746.00	
533A-099 24" STORM SEWER PIPE (CLASS 3 R.C.) LINEAR FOOT	99	\$227.17	\$22,489.83	
533A-101 36" STORM SEWER PIPE (CLASS 3 R.C.) LINEAR FOOT	73	\$346.56	\$25,298.88	
600A-000 MOBILIZATION LUMP SUM	1	\$297,302.35	\$297,302.35	
602A-000 RIGHT OF WAY MARKERS EACH	7	\$2,035.00	\$14,245.00	
610A-004 LOOSE RIPRAP, CLASS 2, 24" THICK SQUARE YARD	145	\$155.88	\$22,602.60	
610C-001 LOOSE RIPRAP, CLASS 2 TON	40	\$152.95	\$6,118.00	
610D-003 FILTER BLANKET, GEOTEXTILE SQUARE YARD	450	\$12.74	\$5,733.00	
614A-000 SLOPE PAVING CUBIC YARD	92	\$565.47	\$52,023.24	
618B-002 CONCRETE DRIVEWAY, 6" THICK	72	\$119.38	\$8,595.36	

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
SQUARE YARD				
619A-002 18" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	2	\$2,261.88	\$4,523.76	
619A-003 24" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	2	\$3,015.84	\$6,031.68	
619A-004 30" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	1	\$3,518.48	\$3,518.48	
619A-005 36" ROADWAY PIPE END TREATMENT, CLASS 1 EACH	1	\$4,272.44	\$4,272.44	
621C-008 INLETS, TYPE E EACH	1	\$14,450.90	\$14,450.90	

Item	Quantity	Price	Chilton Contractors Inc Extension		
BID SCHEDULE					
621C-015 INLETS, TYPE S1 OR S3 (1 WING) EACH	4	\$8,796.20	\$35,184.80		
621C-060 INLETS, TYPE P2 EACH	1	\$10,681.10	\$10,681.10		
621D-015 INLET UNITS, TYPE S1 OR S3 EACH	2	\$1,005.28	\$2,010.56		
621D-043 INLET UNITS, TYPE P2 EACH	1	\$1,256.60	\$1,256.60		
621E-004 MANHOLES, TYPE L OR M (STORM) EACH	3	\$9,907.26	\$29,721.78		
621F-005 MANHOLE UNITS, TYPE L OR M (STORM) EACH	2	\$10,977.84	\$21,955.68		
623A-000 CONCRETE GUTTER LINEAR FOOT	54	\$56.55	\$3,053.70		
623B-001 CONCRETE CURB, TYPE N SPECIAL LINEAR FOOT	683	\$37.70	\$25,749.10		
623B-005 CONCRETE CURB, TYPE E LINEAR FOOT	115	\$37.70	\$4,335.50		
623B-120 CONCRETE CURB, (TYPE SPECIAL) LINEAR FOOT	264	\$43.98	\$11,610.72		

Item	Quantity	Chilton Contractors Inc			
		Price	Extension		
623C-003 COMBINATION CURB & GUTTER, TYPE C (MODIFIED) LINEAR FOOT	1,288	\$35.18	\$45,311.84		
634B-000 INDUSTRIAL FENCE, 6 FEET HIGH PLUS BARBED WIRE ... LINEAR FOOT	64	\$59.48	\$3,806.72		
634D-003 GATE, 20 FEET WIDE, COMPLETE WITH FITTINGS (WIT... EACH	1	\$3,013.40	\$3,013.40		
650A-000 TOPSOIL CUBIC YARD	309	\$82.55	\$25,507.95		
654A-000 SOLID SODDING SQUARE YARD	3,050	\$12.20	\$37,210.00		

Item	Quantity	Chilton Contractors Inc			
		Price	Extension		
BID SCHEDULE					
656A-010 MULCHING ACRE	2	\$1,220.00	\$2,440.00		
659C-001 EROSION CONTROL PRODUCT, TYPE S3 SQUARE YARD	921	\$2.32	\$2,136.72		
659C-002 EROSION CONTROL PRODUCT, TYPE S2 SQUARE YARD	186	\$2.32	\$431.52		
665A-000 TEMPORARY SEEDING ACRE	2	\$976.00	\$1,952.00		
665B-001 TEMPORARY MULCHING TON	5	\$732.00	\$3,660.00		
665J-002 SILT FENCE LINEAR FOOT	330	\$5.19	\$1,712.70		
665N-001 TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 4 TON	55	\$171.42	\$9,428.10		
665O-001 SILT FENCE REMOVAL LINEAR FOOT	330	\$1.53	\$504.90		
665P-005 INLET PROTECTION, STAGE 3 OR 4 EACH	6	\$610.00	\$3,660.00		
665Q-002 WATTLE LINEAR FOOT	60	\$7.93	\$475.80		
680A-001 GEOMETRIC CONTROLS LUMP SUM	1	\$203,500.00	\$203,500.00		

Item	Quantity	Chilton Contractors Inc			
		Price	Extension		
698A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$60,000) LUMP SUM	1	\$66,000.00	\$66,000.00		
701B-207 DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) LINEAR FOOT	379	\$1.22	\$462.38		
701C-001 SOLID TEMPORARY TRAFFIC STRIPE MILE	2	\$1,342.00	\$2,684.00		
701F-000 DOTTED TEMPORARY TRAFFIC STRIPE LINEAR FOOT	200	\$0.31	\$62.00		

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
BID SCHEDULE				
701G-253 SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5"... LINEAR FOOT	2,680	\$1.22	\$3,269.60	
701G-265 SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5... LINEAR FOOT	1,643	\$1.22	\$2,004.46	
703A-002 TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A SQUARE FOOT	765	\$6.71	\$5,133.15	
703B-002 TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A SQUARE FOOT	168	\$6.71	\$1,127.28	
703D-001 TEMPORARY TRAFFIC CONTROL MARKINGS SQUARE FOOT	250	\$3.66	\$915.00	
705A-031 PAVEMENT MARKERS, CLASS A-H, TYPE 1-A EACH	120	\$6.71	\$805.20	
705A-032 PAVEMENT MARKERS, CLASS A-H, TYPE 1-B EACH	130	\$6.71	\$872.30	
705A-037 PAVEMENT MARKERS, CLASS A-H, TYPE 2-D EACH	11	\$6.71	\$73.81	

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
705A-038 PAVEMENT MARKERS, CLASS A-H, TYPE 2-E EACH	70	\$6.71	\$469.70	
710A-160 CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK ... SQUARE FOOT	20	\$36.60	\$732.00	
710A-170 CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK ... SQUARE FOOT	117	\$34.16	\$3,996.72	
710B-021 ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STE... LINEAR FOOT	308	\$19.52	\$6,012.16	
740B-000 CONSTRUCTION SIGNS SQUARE FOOT	411	\$10.98	\$4,512.78	
740D-000 CHANNELIZING DRUMS EACH	100	\$68.32	\$6,832.00	
740E-000 CONES (36 INCHES HIGH) EACH	50	\$21.96	\$1,098.00	

Item	Quantity	Chilton Contractors Inc		
		Price	Extension	
BID SCHEDULE				
740F-002 BARRICADES, TYPE III EACH	4	\$274.50	\$1,098.00	
740M-001 BALLAST FOR CONE EACH	50	\$12.20	\$610.00	
742A-001 PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2 EACH	3	\$10,980.00	\$32,940.00	
745A-000 UNIFORMED POLICE OFFICER HOUR	1,500	\$67.10	\$100,650.00	
750B-601 ROADWAY LUMINAIRE ASSEMBLY WITH ONE, LED, 250 W... EACH	9	\$7,749.24	\$69,743.16	
750C-010 POLE FOUNDATION, ROADWAY EACH	9	\$10,623.34	\$95,610.06	
750D-200 ELECTRICAL JUNCTION BOX, TYPE 1 EACH	3	\$2,307.16	\$6,921.48	
750E-115 CONDUIT, 2 INCH, RIGID NONMETALLIC LINEAR FOOT	50	\$9.86	\$493.00	
750F-024 CONDUCTOR, #6 AWG LINEAR FOOT	50	\$4.77	\$238.50	
750F-026 CONDUCTOR, #2 AWG	100	\$6.19	\$619.00	

Item	Quantity	Chilton Contractors Inc			
		Price	Extension		
LINEAR FOOT					
750G-010 COMBINED DUCT AND CABLE, 2 #6 AWG/ 1 #6 AWG GND LINEAR FOOT	510	\$19.80	\$10,098.00		
750G-012 COMBINED DUCT AND CABLE, 4 #6 AWG/ 1 #6 AWG GND LINEAR FOOT	900	\$15.86	\$14,274.00		
750H-005 SERVICE POLE EACH	2	\$4,616.24	\$9,232.48		
750I-015 LIGHTING CONTROL CENTER EACH	2	\$44,935.15	\$89,870.30		
756A-022 4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION LINEAR FOOT	85	\$138.44	\$11,767.40		

Chilton Contractors Inc				
Item	Quantity	Price	Extension	
BID SCHEDULE				
1 INSTALL 8" DUCTILE IRON PIPE LINEAR FOOT	310	\$445.79	\$138,194.90	
2 FURNISH AND INSTALL GROUT FOR ABANDONED MAINS CUBIC YARD	5	\$1,857.45	\$9,287.25	
107 Items	Subtotals:		\$2,988,228.88	
	Taxes:		\$298,822.89	
	Totals:		\$3,287,051.77	

12/21/2023

Item # 11582, Resolution: 2023-1358 Minute Book: 178, Page(s) 436-440

JEFFERSON COUNTY)

STATE OF ALABAMA)

**AGREEMENT
TO
SHARE RESPONSIBILITIES
(Joint Services Agreement)**

Jefferson County Project #37-19-400

Blue Lake Drive and Sicard Hollow Road Intersection Improvement

JEFFERSON COUNTY, ALABAMA (County), the CITY OF BIRMINGHAM, ALABAMA (Birmingham) and the CITY OF VESTAVIA HILLS, ALABAMA (Vestavia), (Collectively, the "Parties") enter into this agreement on the _____ day of _____, 202__.

WHEREAS, the County, Birmingham, and Vestavia, desire to make certain improvements to the intersection of Blue Lake Drive, Cahaba Heights Road, and Sicard Hollow Road to include construction of a roundabout, installation of roadway lighting, drainage structures, and associated roadway reconfiguration as shown in the attached Exhibit A (the "Project"); and

WHEREAS, the Project traverses through the three jurisdictions: County, Birmingham and Vestavia; and

WHEREAS, Vestavia solicited and contracted for preliminary engineering services to be provided by a qualified engineering firm; and

WHEREAS, the cost for said preliminary engineering services is \$269,650; and

WHEREAS, the total cost of the Project is expected to exceed \$2,000,000; and

WHEREAS, the County and Vestavia desire to divide the total combined costs of Preliminary Engineering and Construction costs equally at 50% each; and

WHEREAS, Birmingham is agreeable to and desirous of the improvements to be made at Sicard Hollow Road; and

WHEREAS, the Project improvements shall meet ALDOT standards and specifications; and

WHEREAS, the Parties have determined that the Project provides a benefit to the traveling public by allowing for the efficient flow of traffic through all three jurisdictions; and

WHEREAS, the Parties desire to establish their agreement herewith; and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint purchasing/service agreement in accordance with Alabama Code §41-16-50(b) and §11-102-1, *et seq.*, in order to authorize County to engage in the purchase of certain services and materials through the competitive bid process for use by the Parties, i.e. in order for County, Birmingham and Vestavia to make certain improvements to the intersection of Blue Lake Drive, Cahaba Heights Road, and Sicard Hollow Road.

IN CONSIDERATION OF THE PREMISES stated herein the Parties mutually agree as follows:

- I. **PURPOSE:** The Parties agree to jointly undertake to provide for the following improvements to the intersection of Blue Lake Drive, Cahaba Heights Road, and Sicard Hollow Road (Project): construct roundabout with associated roadway realignment and widening, drainage, resurfacing, and lighting necessitated by the roundabout installation, as shown in the attached Exhibit A.
- II. **BIDDING:** Vestavia and the County have authorized this agreement pursuant to similar ordinances passed by Vestavia and a similar resolutions passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:
 - a. County is designated as the joint purchasing or bidding agent and will advertise and accept bids for the construction of the Project.
 - b. County will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.
 - c. County will invoice Vestavia for their respective share of the construction costs, accounting for the Preliminary Engineering costs paid by Vestavia to the qualified engineering firm.
 - d. Vestavia's and the County's share of expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
 - e. All advertising costs incurred by the County on behalf of the joint purchasing agreement shall be included in the total combined cost of the project.
 - f. Any permitting costs associated with the project incurred by either the County or Vestavia shall be included in the total combined cost of the project.
 - g. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.
 - h. Should the bid amounts received for the Project exceed the total amounts budgeted by the County or Vestavia, this Agreement may be terminated by the County or Vestavia prior to the execution of the construction contract without penalty or further obligation by any Party.
- III. **TERM:** The duration of this contract shall not exceed three years from the date of its final execution or end of the Project, whichever first occurs.
- IV. **IMPLEMENTATION:** The Parties agree as follows:

- a. **Management of the Project:** The County will assume responsibility for the management of the Project, ensuring that all work performed by the contractor is completed per contract requirements. The Project shall include construction of a roundabout, installation of roadway lighting, drainage structures, and associated roadway configuration to tie to the roundabout as shown in the attached Exhibit A. The County will provide Construction, Engineering & Inspection during the construction phase of the Project. All Parties, including Birmingham, Vestavia, and the County shall inspect and approve the construction before the project is completed and the municipalities assume responsibility and liability for the roadways within their respective jurisdictions. 10% of the total bid price shall be included in the total combined cost of the Project for Construction, Engineering & Inspection services.
- b. **Cost and Payment:** The County and Vestavia will split the total cost of the Project equally at 50%. The County will invoice Vestavia for its portion of the cost upon award of the construction contract, with the invoice to be paid within 30 days of receipt. Vestavia acknowledges and agrees that any overrun in costs of the Project shall be born equally by Vestavia and the County. If final costs are less than initially invoiced and paid, a refund will be issued to Vestavia accordingly. Birmingham will not be responsible for providing any funding for the construction of this project.
- c. **Coordination:** Prior to project bid, the Parties shall have the right to review and approve the traffic control plans and detour plan, if included. The Parties shall be invited and/or notified of all construction meetings, project updates, design construction modifications, and final project walk thru/acceptance. All parties shall have the right to review the final project prior to acceptance.
- d. **Future Liability:** Except as otherwise provided herein, the Parties expressly agree that neither the County, Vestavia, nor Birmingham assume any risk or future liability, or any future responsibility for any portion of the Project located outside of their municipality.
- e. **Future Maintenance:** The Parties expressly agree that the County shall have jurisdictional authority and responsibility for the maintenance and operation of the roundabout, with exception of the roadway lighting, constructed within the Project, limits bounded to the back of radius of the approach lanes of Blue Lake Drive, Sicard Hollow Road, and Cahaba Heights Road as shown in the attached Exhibit B.
- f. **Lighting:** At the completion of the project, each Party shall notify Alabama Power and be responsible for electrical service for roadway lighting facilities that are to be located within each of the Parties' jurisdiction respectively, as shown in the attached Exhibit C.
- g. **Incurring Debt:** Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- h. **Relationship of the Parties:** Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.

- i. Jurisdictional Authority: Except as otherwise provided by law and as limited by this agreement between the Parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting Parties to the extent necessary to carry out the purposes of the contract.
- j. Authorizations: Each Party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the Parties hereto does represent and warrant that it has taken all necessary action for the approval of this Agreement and the signature of its representative below has been duly authorized and is binding upon such Party. An executed copy of this Agreement shall be filed at the administrative offices of each Party.

V. TERMINATION:

- a. Should the bid amounts received for the Project exceed the total amounts budgeted by the County or Vestavia, this Agreement may be terminated by the County or Vestavia prior to the execution of the construction contract without penalty or further obligation by any Party.
- b. Upon termination, all unused materials purchased by the County under this agreement shall be returned to the County within 30 days of termination.

VI. MISCELLANEOUS PROVISIONS:

- a. Immigration Law Compliance: By signing this Agreement, the 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.
- b. Non-Discrimination: During the performance of this contract the Parties agree as follows:
 - i. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be 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. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. In the event of a Parties' noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole

or in part and the contractor may be declared ineligible for further municipal contracts with the other Party.

- c. **Boycotting Activities:** By signing this contract, the Parties represent and agree that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

VII. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

VIII. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

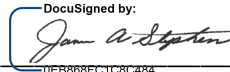
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

12/28/2023

Date

BY:

DocuSigned by:

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James A. (Jimmie) Stephens, President
Jefferson County Commission

I, Aleshia Y. Coleman, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the 21st day of December, 2023, as same appears and is recorded in Minute Book 178 Page(s) 436-440 of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the 21st of December 2023 ,

BY:

DocuSigned by:

3C97DBE1EA3B444...

Aleshia Y. Coleman, Minute Clerk
Jefferson County Commission
My Commission Expires: December 14, 2026

CITY OF BIRMINGHAM, ALABAMA

Date

BY: _____
Randall L. Woodfin, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney / Date

CITY OF VESTAVIA HILLS, ALABAMA

12/07/2023
Date

BY: Ashley C. Curry
Ashley Curry, Mayor

ATTEST:

[Signature]
City Clerk

12/07/2023
Date

BY: Jeff Downes
Jeff Downes, City Manager

ATTEST:

[Signature]
City Clerk



**CITY OF VESTAVIA HILLS
FIRE DEPARTMENT
INTER-DEPARTMENT MEMO**

January 8, 2024

To: Jeff Downes, City Manager

Cc: Rebecca Leavings, City Clerk
Cinnamon McCulley, Assistant City Manager
Steven Michael

From: Marvin Green, Fire Chief

RE: Public Hearing - Resolution Number 5497 - A Resolution authorizing the City Manager to execute and deliver an agreement with the Jefferson County Commission Federal award number (FAIN SLFRF 1176) awarded to the Jefferson County Commission by the U.S. Department of the Treasury

Background:

Pursuant to Section 901 of ARPA amended Title VI of the Social Security Act adding section 602 and establishing the Coronavirus State Fiscal Recovery Fund and Section 603 establishing the Coronavirus Local Fiscal Recovery Fund (together the Coronavirus State & Local Fiscal Recovery Funds, CFDA21.027, Jefferson County applied for and has been designated as a recipient of said Coronavirus State and local Fiscal Recovery Funds, FAIN SLFRP 1176. This Resolution allows the City to utilize funds for eligible activities (EMS services) for the City to obtain transportation for use during medical emergencies at an expected cost of \$168,946.80 to allow the City of Vestavia Hills to better equip and sustain its EMS system performance. This expense would be paid directly to the vendors by Jefferson County. The City,

as beneficiary, will provide, in writing, quarterly reports concerning the project status and photographic proof that the equipment was purchased and installed. Further, for five years, if the City were to discontinue the use of the vehicle for any reason, the City shall require written approval from the County for disposal of the apparatus. This reversion period will terminate in 5 years from installation of the apparatus.

Recommendation:

Recommend acceptance of the agreement and the award of the bid. The Fire Department will provide all needed documentation to Jefferson County regarding the quarterly reports, and annual reporting during the revision period.

Fiscal Impact:

Grants award of \$168,946.80 with an additional \$20,000 to be expensed to the City's Capital Fund for unit lettering and radio equipment installation that is not currently budgeted.

Attachments:

1. Resolution 5497
2. ARPA-104 City of Vestavia Hills Ambulance and Equipment Purchase Agreement for signature
3. PH Boone Legal Opinion to Assistant City Manager January 4 2024

RESOLUTION NUMBER 5497

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY COMMISSION FOR A GRANT FROM THE CORONAVIRUS STATE AND LOCAL REISCAL RECOVERY FUNDS, FAIN SLFRP 1176

WHEREAS, On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (42 U.S.C. 801, et seq., “the Act”) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together the Coronavirus State & Local Fiscal Recovery Funds), CFDA 21.027; and

WHEREAS, Jefferson County, Alabama has applied for and has been designated as a recipient of said Coronavirus State and Local Fiscal Recovery Funds, FAIN SLFRP 1176; and

WHEREAS, the statute authorizes under Section 603(c)(1)(A) the use of funds to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, and travel; and

WHEREAS, the final rule has enumerated eligible uses to respond to negative economic impacts that are organized by type of beneficiary: households, small businesses, and nonprofits. The Beneficiary must qualify for assistance from Coronavirus State and Local Fiscal Recovery Funds by the County, and the beneficiary must abide by the restrictions on use applicable to the County under the ARPA and other applicable laws and program guidance; and

WHEREAS, the City of Vestavia Hills, as Beneficiary in an ARPA Beneficiary Agreement ARPA-104 – Ambulance and Equipment Acquisition, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution number 5497 as if written fully therein and, in an effort to assist with urgently evolving crisis in EMS systems throughout the Couty, would receive an estimated \$168,946.80 for EMS system performance; and

WHEREAS, the Mayor and City Council feel it would be in the best public interest to authorize the City Manager to execute and enter into said ARPA Beneficiary Agreement.

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

1. The City Manager is hereby authorized to execute and deliver the ARPA Beneficiary Agreement detailed in the attached Exhibit A following completion of the redline corrections in said exhibit; and
2. The City Manager is authorized to expend an amount not to exceed \$20,000 for unit lettering and radio equipment installation that is not currently budgeted; and
3. The required quarterly reporting of project status and annual reporting of the vehicle during the 5-year reversion period shall be completed by the Vestavia Hills Fire Department as indicated in said agreement; and
4. This Resolution Number 5497 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 8th day of January, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**State of Alabama)
Jefferson County)**

**ARPA BENEFICIARY AGREEMENT
ARPA-104 Ambulance and Equipment Acquisition**

This Agreement is made and entered into this **6th day of December 2023**, by and between **Jefferson County, Alabama**, hereinafter called the “County” and the **City of Vestavia Hills**, hereinafter referred to as “Beneficiary” for the purpose of providing equipment and/or funds, the value of which shall not exceed **\$168,946.80** and which shall terminate on or before **June 6, 2024**, unless amended by written instrument as provided for herein.

WHEREAS, On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (42 U.S.C. 801, *et seq.*, “the Act”) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together the Coronavirus State & Local Fiscal Recovery Funds), CFDA 21.027; and

WHEREAS, Jefferson County, Alabama has applied for and has been designated as a recipient of said Coronavirus State and Local Fiscal Recovery Funds, FAIN SLFRP 1176; and

WHEREAS, the statute authorizes under Section 603(c)(1)(A) the use of funds to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, and travel; and

WHEREAS, the final rule has enumerated eligible uses to respond to negative economic impacts that are organized by type of beneficiary: households, small businesses, and nonprofits. The Beneficiary must qualify for assistance from Coronavirus State and Local Fiscal Recovery Funds by the County, and the beneficiary must abide by the restrictions on use applicable to the County under the ARPA and other applicable laws and program guidance.

NOW THEREFORE, in consideration of the mutual benefit herein provided for and expressed, the County and the Beneficiary do hereby agree as follows:

I. PROGRAM DELIVERY/ELIGIBILITY CATEGORY:

It is agreed that the Beneficiary, the City of Vestavia Hills, located in Birmingham, AL, serving Jefferson County, will utilize funds for eligible activities identified below to the satisfaction of the County and consistent with any standards required as a condition of providing these funds:

Activity:

Jefferson County has experienced and continues to respond to an urgently evolving crisis in its EMS systems, the bulk of which has been precipitated by the ongoing COVID-19 pandemic. The COVID-19 pandemic strained local County budgets as increased use of EMS placed greater demands on the system. In large portions of the County, ambulances are not regularly available to respond quickly to 911 emergency medical calls. This deeply affected services to the county’s most vulnerable populations by increasing the volume of calls and the need for transport in Jefferson County.

Jefferson County does not have a county-wide, fully integrated professional fire and rescue or EMS. Instead, the EMS system in Jefferson County is comprised of an amalgam of different local entities. These entities include Fire/Rescue and EMS services managed individually in the nearly 40

municipalities located entirely or partially within the county. In addition, none of the network of fire districts and volunteer fire departments serving within the unincorporated portions of the county report to the Jefferson County Commission. The purchase of ambulances and EMS equipment will aid in the ability of Jefferson County to assist in meeting residents' needs for transportation during medical emergencies amid the ongoing pandemic.

The Jefferson County Ambulances and Equipment Acquisition Project takes a multi-faceted approach to tackle the public health impacts evidenced and exacerbated by the COVID-19 pandemic. As a result, the County plans to update and improve the existing EMS systems to meet residents' need for safe and reliable emergency transportation. The purchase of ambulance and equipment will aid in the ability of Jefferson County fire districts to meet residents' needs for transportation during medical emergencies. The total projected cost of ~~\$168,946.80~~\$129,275.24 will allow the City of Vestavia Hills Forestdale Fire District to better equip and sustain its EMS system performance. Below is the eligible and allowable use of the funding provided under this beneficiary grant agreement:

II. BUDGET:

The total award issued to the Beneficiary shall not exceed **\$168,946.80**, and shall be used in accordance with the following budget:

a. Ambulance and Equipment **\$168,946.80** paid directly to vendors by County.

Total Award: \$168,946.80

All funds disbursed under this agreement shall be disbursed using the budget detailed above. Payments for the ambulance and equipment shall be disbursed by the County directly to the vendor on behalf of the Beneficiary following a procurement process conducted by the County; decisions regarding the specific ambulance equipment shall be made at the discretion of the County with the intended equipment including, but not limited to, ambulance, stretchers, radios, and stair chairs, ~~and additional restraints~~. Any changes to the budget detailed above shall require written approval in advance from the County. No work performed pursuant to this Agreement shall be contracted to any other person, organization, consultant, or corporation without prior written approval by the County.

All funds must be expended before June 6, 2024. If the Beneficiary will not be able to expend all funds before June 6, 2024, the Beneficiary must request an extension of time in writing before May 1, 2024. After May 1, 2024, no extension requests will be accepted. The final request for reimbursement must be submitted within forty-five (45) days after the expiration or termination of this Agreement.

III. GRANT:

The total award issued to the Beneficiary shall not exceed **\$168,946.80**. The **\$168,946.80** total budget shall be paid by the County directly to vendors on behalf of the Beneficiary in accordance with 2 CFR Part 200 (Uniform Guidance).

IV. RECORDS AND REPORTS:

The Beneficiary shall submit any reports necessary to meet ARPA requirements.

A. The Beneficiary shall maintain detailed records pursuant to this Agreement. Representatives of the County, United States Department of Treasury, Government Accountability Office, Treasury Office of Inspector General, or their designees may examine any records or information accumulated pursuant to this Agreement.

- B. Subaward and Executive Compensation Reporting - By the end of the month following the month this Agreement is executed, provide a list of staff earning \$30,000 or more a year, with names and salaries from highest to lowest.
- C. The Beneficiary will notify the County in writing of any changes to key personnel within 15 days of the change.
- D. All records pertaining to these Recovery Funds shall be retained for 5 years after all funds have been expended by the County or returned to Treasury, whichever is later.
- E. Beneficiary understands and agrees that it will provide a quarterly report, by the 15th of the month following the quarter end, that outlines the project status and a final report once the project has been completed. The beneficiary will also provide photographic proof that the equipment was purchased and installed once the project is completed.

Report Type	Frequency / Due Date
Quarterly status report	Quarterly, starting January 15, 202 4 3
Final Program Narrative Report	Due by July 15, 2024

V. ASSET REVERSION and ASSET MANAGEMENT:

Upon the expiration, termination, or completion of this Agreement, the Beneficiary shall transfer to the County any ARPA funds from this Agreement on hand at the time of expiration, termination, or completion of this Agreement.

If the Beneficiary ceases to use any asset acquired with ARPA funds for the provision of emergency medical services or if this Agreement is terminated for cause by the County, the Beneficiary shall either pay to the County the fair market value of the asset or transfer control of the asset to the County. This asset reversion requirement shall expire five (5) years from the execution of this Agreement. This asset reversion requirement shall apply to the original ambulance and equipment provided under this Agreement, as well as any replacement equipment acquired pursuant to the asset management limitations of this Agreement; the five (5) year asset reversion period is based upon the County's estimated useful life of the ambulance and equipment.

During the five (5) year asset revision period, any disposal, sale, trade-in, or donation of the assets will be subject to the asset reversion requirement and shall require written approval from the County prior to completing said transaction. In the event of discontinuation of the provision of emergency medical services by the Beneficiary, with written prior approval of the County, the Beneficiary may donate the assets subject to the asset reversion requirement to another government or nonprofit organization for the continuation of the provision of emergency medical services.

During the five (5) year asset revision period, any insurance proceeds, sale proceeds, scrap value proceeds, or trade-in proceeds, from assets subject to the asset reversion requirement shall be utilized for the acquisition of replacement assets for the provision of emergency medical services. Failure to utilize said proceeds to acquire replacement assets for the provision of emergency medical services shall be deemed a cessation of use of assets acquired with ARPA funds for the provision of emergency medical service and shall require payment of said proceeds to the County.

The Beneficiary shall maintain an asset inventory of the original ambulance and equipment provided under this Agreement, as well as any replacement equipment acquired pursuant to the asset management limitations of this Agreement. These asset inventory records shall include 1) property description; 2) vehicle identification number (VIN), serial number, or other identification numbers; 3) funding source, including FAIN; 4) asset title holder; 5) asset acquisition cost; 6) asset location; 7)

asset condition; 8) asset uses; 9) final disposition of the asset; 10) asset disposal date; and 11) asset disposal value. These asset inventory records shall be annually reconciled with a physical inventory of the assets. During the five (5) year asset revision period, the asset inventory shall be reported annually to the County. Asset inventory records shall be maintained for a minimum of three (3) years following the completion of the five (5) year asset revision period.

VI. OMB CIRCULARS:

The Beneficiary shall comply with the following OMB circulars as applicable:

- A. Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments,” OMB Circular A-128, “Audits of State and Local Governments” (Implemented at 24 CFR Part 44), and will all be applicable portions relating to “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;”
- B. OMB Guidelines to Agencies on Government Debarment and Suspension (Non-Procurement) and the United States Treasury’s implementing regulation at 31 CFR Part 19.
- C. Records demonstrating compliance with the Uniform Administrative Requirements, Cost Principles, Procurement Requirements, and Audit Requirements for Federal Awards in 2 CFR Part 200.

VII. ANTIDISCRIMINATION AND EQUAL OPPORTUNITY:

- A. No person shall on the ground of race, color, sex, age, religion, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- B. The Beneficiary hereby agrees that in its employment practices and service rendered, it does not and shall not discriminate based on an individual’s race, color, sex, age, religion, national origin, disability, or veteran status. The Beneficiary also agrees to comply with Executive Order 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in Department of Labor regulations (24 CFR, Part 60).
- C. In the event of the Beneficiary’s non-compliance with the equal employment opportunity clause of this Agreement, this Agreement may not be awarded or may be canceled, terminated, or suspended in whole or in part and the Beneficiary may be declared ineligible for further county contracts.
- D. The Beneficiary will include the provisions of Section VII (A) and (B) in every subcontract or purchase order based on this Agreement.

VIII. OTHER PROGRAM REQUIREMENTS:

See Attachment A for additional information

The Beneficiary shall comply with all Federal laws and regulations as applicable, governing the allocation and expenditure of ARPA funds and shall comply with all rules and regulations established by the County governing the administration of this Agreement.

- A. Independent Contract
The Beneficiary acknowledges and understands that the performance of this Agreement is as an independent contractor and as such, the Beneficiary is obligated for Workmen’s Compensation, FICA taxes, Occupational Taxes, all applicable federal, state, and local taxes, etc. and the County will not be obligated for the same under this Agreement.
- B. Miscellaneous Requirements
Upon execution of this Agreement, Beneficiary shall furnish the Jefferson County Finance Department with the information required for Form 1099 reporting and other pertinent data required by law.

C. Governing Law

To the extent Federal law does not apply, this Agreement shall be constructed in accordance with and governed by the laws of the State of Alabama.

D. Insurance

Beneficiary shall maintain such insurance as will protect them and the County from claims under Worker's Compensation Acts and from claims for damage, and/or personal injury, including death, which may arise from operations under this Agreement. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the County no later than 7 days after execution of the Agreement.

E. Property Insurance

The beneficiary shall maintain property insurance to provide for the repair or replacement of ambulance equipment provided to the Beneficiary under this Agreement. The beneficiary shall maintain said property insurance on the original ambulance equipment, as well as any replacement equipment, for the five (5) year reversion of assets period. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the County no later than 7 days after execution of the Agreements.

F. County Funds Paid

County and the Beneficiary representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement, nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Beneficiary nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of activity of this Agreement, no promise or commitment of any nature whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination, Beneficiary shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

G. Conflicts of Interest Policy

During the term of this Agreement, Beneficiary agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this Agreement approved by the Commission. See Attachment A for additional guidance.

H. Religious Activities

Beneficiary may not use funds to support inherently religious activities, such as worship, religious instruction, or proselytization.

I. Beneficiaries do not need to get registered on SAM.gov. If these beneficiaries are receiving awards of \$50,000 or more (and are not individuals), the recipients will be asked to report on the entity using the TIN in the P&E report.

J. Duplication of Benefits

Beneficiary shall not duplicate funds received through SBA, FEMA, IRS, Treasury, USDA, HHS, and/or any other source for expenditures on the exact same activities for which ARPA Local Fiscal Recovery funds have been received related to COVID-19 unless these funds will be used for the expansion of such services and activities. The Beneficiary will report any third-party funds that are combined with ARPA Local Fiscal Recovery funds.

- K. Additional Contract Provisions for Non-Federal Entity Contracts Under Federal Awards as laid out in Appendix II to 2 CFR Part 200. See Attachment A for additional guidance.
- L. As per Terms and Conditions (Attachment A) from 2 CFR Part 200, these are required pass down requirements including Drug-Free Workplace, Protection for Whistle Blowers, Reducing Text Messages While Driving, Increasing Safety Belt Use in the United States

IX. TIME OF PERFORMANCE:

Activities performed under this Agreement, including procurement, acquisition, and financial reporting, shall commence from the date this Agreement was fully executed and shall be completed prior to **June 6, 2024**, unless amended by the written instrument as provided for herein. The June 6, 2024, completion deadline for activities performed under this Agreement does not terminate ongoing responsibilities, obligations, or limitations imposed by this Agreement or federal regulations including 2 CFR Part 200; such ongoing responsibilities, obligations, or limitations include but are not limited to asset disposal, asset reversion, and records retention.

X. LIABILITY.

The Beneficiary shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the County.

The Beneficiary will save and hold harmless, the County, its elected officials, and employees against liability resulting from any act or omission by the Beneficiary, its agents, servants, or employees related to expenditures and services furnished by the Beneficiary under this Agreement.

XI. SUSPENSION AND TERMINATION:

- A. Termination of Agreement for Cause - If through any cause, the Beneficiary shall fail to fulfill in a timely and proper manner their obligations under this Agreement or if the Beneficiary violates any of the covenants, Agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Beneficiary of such termination or suspension and specifying the effective date thereof. The Beneficiary shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Beneficiary and the County may withhold any payments to the Beneficiary for the purpose of setoff until such time as the exact amount of damage to the County from the Beneficiary is determined. Beneficiary assets shall be subject to reversion per Section V.
- B. Termination for Convenience - Upon thirty (30) days' written notice to the Beneficiary, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate this Agreement. In such case, the Beneficiary shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination.

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, and for reasonable expenses directly attributable to termination.

Beneficiary shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

XII. INFLUENCE ON GRANT AWARDS:

To the best of the Beneficiary's knowledge and belief:

They have complied with the lobbying restrictions located in 31 CFR Part 21.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Beneficiary, to any person for influencing or attempting to influence an officer or employee of any 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;

If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any 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, Beneficiary will complete and submit Standard Form- LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all sub-awardees shall certify and disclose accordingly.

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.

XIII. AMENDMENT OF AGREEMENT:

This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement shall be valid or binding unless so amended by written instrument which has been executed or approved by the Jefferson County Commission. Any such amendment shall be attached to and made a part of this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary for its obligations under this Agreement.

XIV. ACKNOWLEDGEMENT OF SUPPORT:

The Beneficiary shall, in any publication, or media presentation regarding this project, provide the following statement: "This project [is being] [was] supported, in whole or in part, by federal award number [FAIN SLFRF 1176] awarded to the Jefferson County Commission by the U.S. Department of the Treasury."

XV. DISPUTES:

Any dispute regarding the interpretation of the terms of this Agreement shall be decided by the County. The County's decision shall be final and binding.

XVI. COPYRIGHTS AND DISCOVERIES:

If this Agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and authorized the use of all copyrighted material and all material which can be copyrighted resulting from the Agreement.

Any discovery or invention arising out of or developed in the course of work aided by the Agreement shall be promptly and fully reported to the County and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or

discovery including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

The Beneficiary shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

XVII. COMPLIANCE WITH FEDERAL REGULATION:

Beneficiary, as applicable to meeting ARPA beneficiary requirements, agrees to comply with applicable uniform requirements, as described in the American Rescue Plan Act. The Beneficiary, as applicable, shall carry out each activity in compliance with all Federal laws and regulations described in 2 CFR Part 200, 31 CFR Part 35, Recipient Award Terms and Conditions, Treasury Guidance, and Compliance and Reporting Guidance.

XVIII. STATEMENT OF COMPLIANCE WITH ALABAMA CODE 31-13-9:

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.

IN WITNESS WHEREOF, the parties hereto have executed the above Agreement on the day and year first written above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

Date

The City of Vestavia Hills

Name, Title

Date

ATTACHMENT A

FEDERAL AWARD TERMS & CONDITIONS

1. **Contractor understands and agrees that funds provided under this Contract may come from a federal source and agrees to comply with any and all additional applicable terms.**
 - A. Contractor Capacity. Contractor agrees and confirms that it has the institutional, managerial, and financial capacity to ensure proper planning, management, and completion of the Contract.
 - B. Technical Assistance. If, at any time, Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it SHALL immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Contract into compliance.
 - C. Compliance with Applicable Act. Contractor understands and agrees that funds provided under this Contract may only be used, as applicable, in compliance with section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of the American Rescue Plan Act, the Coronavirus State and Local Fiscal Recovery Fund (“CLFR”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - D. Definitions. The term “Contractor” shall refer to a Contractor, Beneficiary, or Subrecipient, as determined in the County’s sole discretion and referenced in the FAIN table cover page.

2. **Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

EXHIBIT NAME	EXHIBIT NUMBER
Federal Award Terms and Conditions	Attachment A
FAIN Table	Attachment B
Civil Rights Certification	Attachment C
Lobbying Certification/Disclosure Form	Attachment D

- A. Scope of Eligible Expenditures. Funds shall only be used to pay or reimburse eligible expenditures as described in the Exhibit (Scope of Work). No funds may be used to pay or reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source.

- B. **Contractor Responsibilities.** The funds provided under the Contract may come from a federal source. Contractor agrees to administer the Contract consistent with the terms and conditions of this Contract, in accordance with section 603(c) of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as any other applicable federal statutes, executive orders, regulations and interpretive guidance. As part of the invoicing process, the Contractor shall provide the County with a "Cost Certification" (Attachment E) that funding of this Contract was used for eligible expenditures, was prepared with the terms and conditions of the Grant Agreement (including Duplication of Benefits), and is not in excess of the appropriate budget. Contractor shall also provide the County with a "Civil Rights Certification" (Attachment C) prior to starting work or payment for work authorized by this Contract.
- C. **Reports.** Contractor shall provide the County with the following reports:
- i. Monthly Expenditure Report
 - ii. Monthly Reporting Forms
 - iii. Payment Request Report
 - iv. Closeout Report
3. **Access to Records.** The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor to conduct audits or other investigations, and may request additional information for the administration of the award, or as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of the award.
4. **False Statements.** Contractor understands that making false statements or claims in connection with this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.
5. **Publications.** Any publications produced with funds from this Contract must display the following language: *"This project is supported, in whole or in part, by federal award number SLFRP 1176, awarded to Jefferson County by the U.S. Department of the Treasury."*
6. **Debts Owed the Federal Government.**
- A. Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of the award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.
 - B. Any debts determined to be owed the federal government must be paid promptly by recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory

arrangements have been made or if the recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

7. **Uniform Guidance Compliance.**

- A. **Remedial Actions.** In the event of Contractor's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal statutes, executive orders, regulations or interpretive guidance, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339 and may pursue recoupment as provided under 31 CFR Part 35.10.
- B. **Recoupment.**
 - i. Contractor agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Contractor's failure, for any reason, to comply with the terms of this Contract. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.
 - ii. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the County.
 - iii. Any funds paid to Contractor (1) in excess of the amount to which Contractor is authorized to retain under the terms of the Contract; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the County and have not been repaid by Contractor to the County shall constitute a debt to the County.
 - iv. Any debts determined to be owed the County must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in the County's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.
- C. **Return of Unused Funds.** If Contractor has any funds that have not been expended as of the earlier of the termination of this Contract or December 31, 2026, Contractor shall return all unspent funds to the County within ten (10) calendar days.

8. **Disclaimer.**

- A. The United States expressly disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- B. The acceptance of this award by recipient does not in any way establish an agency relationship between the United States and recipient.

9. **Protection for Whistleblowers.**

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

11. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

12. **Conflict of Interest**

- A. Applicability.
 - (1) In the procurement of supplies, equipment, construction, and services by the Contractor the conflict-of-interest provisions in 2 CFR 200, shall apply.
 - (2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply.

- B. Conflicts prohibited. The general rule is that no persons described in paragraph (C) of this section who exercise or have exercised any functions or responsibilities with respect to ARPA activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ARPA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ARPA-assisted activity, or with respect to the proceeds of the ARPA- assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

- C. Persons covered. The conflict-of-interest provisions of paragraph (B) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

- D. Exceptions. Upon the written request of the Contractor, the County may grant an exception to the provisions of paragraph (B) of this section on a case- by-case basis when it has satisfactorily met the threshold requirements of (D)(1) of this section, taking into account the cumulative effects of paragraph (D)(2) of this section.
 - (1) Threshold requirements. The County will consider an exception only after the Contractor has provided the following documentation:
 - (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the Contractors attorney that the interest for which the exception is sought would not violate State or local law.
 - (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (D)(1) of this section, The County shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
- (vi) Whether undue hardship will result either to the Contractor or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

13. **Applicable Law.**

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Alabama.
- B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for compliance with the Act, section 603 of the Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to this Contract.
- C. Federal regulations applicable to this award include, without limitation, the requirements set forth in Section 14, each of which is incorporated by reference herein, as applicable.

14. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

A. 2 C.F.R. Part 200, including the following:

Subpart A, Acronyms and Definitions;
 Subpart B, General Provisions;
 Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 Subpart D, Post-Federal Award Requirements;
 Subpart E, Cost Principles; and
 Subpart F, Audit Requirements.

And all appendices thereto including without limitation appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

- i. As applicable, the Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- ii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- iii. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - iv. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - v. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vi. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - vii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - viii. Generally applicable federal environmental laws and regulations.
- B. Statutes and regulations prohibiting discrimination (which prohibit the denial of benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity)) applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability

under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- C. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.

15. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. **All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity**. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or

nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- F. **Clean Air Act** ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- H. **Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- I. **Solid Waste Disposal Act**-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Telecommunications and Video Surveillance Services Or Equipment**
 - a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

K. **Domestic Preferences For Procurements**

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
16. **Subaward Language**. Pursuant to 2 C.F.R. Part 200.332(a)(1), the County must make a determination whether the scope of work falls under a Beneficiary, Subrecipient or Contractor relationship, or whether the funds are being provided for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the COVID-19 pandemic, in which case the individual or entity is acting as a Beneficiary rather than a Subrecipient or Contractor. The non-Federal entity may concurrently receive Federal awards as a Recipient, a Subrecipient, a Contractor, and a Beneficiary, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a Subrecipient, a Contractor or a Beneficiary. The awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.
- (a) Beneficiary. Awards or payments to individuals or entities that are direct Beneficiaries of a federal award are not considered payment to Subrecipients or Contractors. If the funds are provided to an individual or entity for the purpose of directly benefitting the individual or entity as a result of the individual or entity experiencing a public health impact or negative economic impact of the COVID-19 pandemic, the individual or entity is acting as a Beneficiary.
 - (b) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the Subrecipient. A Subrecipient does not include an individual or entity that is a Beneficiary of such award. Characteristics which support the classification of the non-Federal entity as a Subrecipient include when the non-Federal entity:
 - (1) Determines who is eligible to receive what Federal assistance;
 - (2) Has its performance measured in relation to whether objectives of a Federal program were met;
 - (3) Has responsibility for programmatic decision making;
 - (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
 - (c) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. A Beneficiary is not a Contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the Contractor:
 - (1) Provides the goods and services within normal business operations;

- (2) Provides similar goods or services to many different purchasers;
 - (3) Normally operates in a competitive environment;
 - (4) Provides goods or services that are ancillary to the operation of the Federal program; and
 - (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
- (d) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a Subrecipient, Contractor, or Beneficiary, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward, a procurement contract, or as funding provided to a Beneficiary.

If the pass-through entity determines that the scope of work falls under a Subrecipient relationship, all of the information below must be included in any subaward agreement.

[END OF FEDERAL TERMS AND CONDITIONS]

ATTACHMENT B
FAIN TABLE
Federal Award Identification (reference 2 CFR 200.332)

I.	Agency name (which must match the name associated with its unique entity identifier);	City of Vestavia Hills
II.	Agency's unique entity identifier;	
III.	Jefferson County Number for Agreement;	
IV.	Federal Award Identification Number (FAIN);	SLFRP1176
V.	Federal Award Date;	5/10/2021
VI.	Federal Period of Performance Start and End Date;	March 3 rd , 2021, and December 31, 2026
VII.	Federal Budget Period Start and End Date;	March 3 rd , 2021, and December 31, 2026
VIII.	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$168,946.80
IX.	Subaward Period of Performance Start and End Date	012/06/2023-06/06/2024
X.	Subaward Budget Period Start and End Date	012/06/2023-06/06/2024
XI.	Total Amount of Federal Funds Obligated to the subrecipient/contractor by the pass-through entity including the current financial obligation;	\$168,946.80
XII.	Total Amount of the Federal Award committed to the subrecipient/contractor by the pass-through entity;	\$168,946.80
XIII.	Federal Award Project Description;	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – Jefferson County Commission
XIV.	Pass-Through Entity;	Jefferson County
XV.	Federal Awarding Official Name and Contact Information;	Department of the Treasury, Jefferson County Commission 716 RICHARD ARRINGTON JR. BLVD N BIRMINGHAM, AL 35203 Cal Markert, County Manager markertc@jccal.org
XVI.	Assistance Listing CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement);	21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
XVII.	Identification of whether the award is R&D;	No
XVIII.	Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs);	N/A
XIX.	Is the recipient a Subrecipient, Contractor, or Beneficiary for the Purposes of this Agreement?	Beneficiary
XX.	Award Payment Method	Advancement
XXI.	Procurement Type	Invite Only RFA

The sub-awardee must be in compliance with the below and must note the required information in their subaward agreements:

- (1) A requirement that the Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

- (2) Appropriate terms and conditions concerning closeout of the subaward.
- (3) All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with applicable Federal statutes, regulations, and executive orders, and in compliance with the Act (including without limitation section 603(c) of the Act), any interpretive guidance by other parties, and the terms and conditions of the Federal award;
- (4) Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (5) Evaluate each Subrecipient's risk of noncompliance with Federal statutes, executive orders, regulations, interpretive guidance, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring may include consideration of such factors as:
 - (a) The Subrecipient's prior experience with the same or similar subawards;
 - (b) The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (c) Whether the Subrecipient has new personnel or new or substantially changed systems; and
 - (d) The extent and results of Federal awarding agency monitoring (e.g., if the Subrecipient also receives Federal awards directly from a Federal awarding agency).
- (6) Consider imposing specific subaward conditions upon a Subrecipient if appropriate as described in §200.207 Specific Conditions.
- (7) Monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the Subrecipient must include:
 - (a) Reviewing financial and performance reports required by the pass-through entity.
 - (b) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity as required by §200.521 Management Decision.
- (8) Depending upon the pass-through entity's assessment of risk posed by the Subrecipient (as described in paragraph (5) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (a) Providing Subrecipients with training and technical assistance on program-related matters; and
 - (b) Performing on-site reviews of the Subrecipient's program operations;

- (c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (9) Verify that every Subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
- (10) Consider whether the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (11) Consider taking enforcement action against noncompliant Subrecipients as described in §200.338 Remedies for Non-compliance of this part and in program regulations.

ATTACHMENT C
Jefferson County Coronavirus Local Fiscal Recovery Fund
ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
American Rescue Plan Act of 2021, section 9901

The funds provided to Contractor are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Contractor understands and acknowledges that:

1. As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Jefferson County, the contractor named below (hereinafter referred to as the “Contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the Contractor’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.
2. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor’s program(s) and activity(ies), so long as any portion of the Contractor’s program(s) or activity(ies) is federally assisted in the manner prescribed above

The Contractor certifies the following:

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail

providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. The sub-grantee, Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.

9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. The Contractor may not make sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

[END OF CIVIL RIGHTS CERTIFICATION]

ATTACHMENT D
Jefferson County Coronavirus Local Fiscal Recovery Fund
LOBBYING CERTIFICATION

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as attached.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

ATTACHMENT D

Pt. 21, App. B

31 CFR Subtitle A (7-1-06 Edition)

APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Federal Use Only: Authorized for Local Reproduction Standard Form - LLL

Office of the Secretary of the Treasury

Pt. 21, App. B

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

January 4, 2024

By Electronic Mail

Mrs. Cinnamon W. McCulley
Assistant City Manager
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: ARPA-104 Ambulance and Equipment Acquisition Agreement By and Between Jefferson
County, Alabama and the City of Vestavia Hills, Alabama

Dear Mrs. McCulley:

On January 3, 2024, you sent to me via electronic mail an American Rescue Plan Act (ARPA)-104 Ambulance and Equipment Acquisition Agreement ("Agreement") by and between Jefferson County, Alabama ("County") and the City of Vestavia Hills, Alabama ("Beneficiary"), together with the following four attachments:

1. Attachment A—Federal Award Terms and Conditions.
2. Attachment B—Federal Award Identification (FAIN) Table.
3. Attachment C—Assurances of Compliance with Civil Rights Requirements.
4. Attachment D—Lobbying Certification.

You requested that I review the Agreement and Attachments and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. FACTS

Jefferson County does not have a county-wide, fully integrated professional fire and rescue or EMS. Instead, the EMS system in Jefferson County is comprised of an amalgam of different local entities. These entities include Fire/Rescue and EMS services managed individually in the nearly 40 municipalities located entirely or partially within the county. In addition, none of the network of fire districts and volunteer fire departments serving within the unincorporated portions of the county report to the Jefferson County Commission. The purchase of ambulances and EMS equipment will aid in the ability of Jefferson County to assist in meeting residents' needs for transportation during medical emergencies amid the ongoing pandemic.

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. ARPA established the Coronavirus State and Local Fiscal Recovery Funds Law. Jefferson County has been applied for and been designated as a recipient of said Coronavirus State and Local Fiscal Recovery Funds. The use of funds is to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

Jefferson County plans to use the ARPA funds to update and improve the existing EMS systems in Jefferson County to meet residents' needs for safe and reliable emergency transportation. The total award allocated to the City of Vestavia Hills amounts to \$168,946.80 and shall be used for the purchase of an ambulance, radios and stair chairs.

Payments for the ambulance and equipment shall be disbursed by Jefferson County directly to the vendor on behalf of the City of Vestavia Hills following a procurement process conducted by Jefferson County. All funds must be expended before June 6, 2024.

The Agreement provides in pertinent parts as follows:

“VIII. OTHER PROGRAM REQUIREMENTS:

A. Independent Contract

The Beneficiary acknowledges and understands that the performance of this Agreement is an **independent contractor** (*emphasis added*)...”

“X. LIABILITY.

The Beneficiary will save and hold harmless, the County, its elected officials, and employees against liability resulting from any act or omission by the Beneficiary, its agents, servants, or employees related to expenditures and services furnished by the Beneficiary under this Agreement.”

II. LEGAL OPINION

It is my legal opinion that the Agreement and four Attachments as written meet all requirements of federal and state law. Therefore, from a legal standpoint, I approve the Agreement and Attachments and the execution and delivery thereof.

III. BASIS FOR LEGAL OPINION

A. **MUNICIPAL AUTHORITY TO OPERATE A FIRE DEPARTMENT:** Alabama law at Title 11-43-140, *Code of Alabama, 1975*, authorizes municipalities to operate a fire department.

B. **AUTHORITY TO CONTRACT:** Municipalities in Alabama have the authority to contract and be contracted with pursuant to Title 11-40-1, *Code of Alabama, 1975*.

C. **MUNICIPAL ACQUISITION OF PROPERTY BY GIFT:** Municipalities in Alabama have the legal authority to acquire property by purchase, gift, devise or appropriation for any municipal purpose pursuant to Title 11-40-1, *Code of Alabama, 1975*.

D. **DEFINITION OF DISCRETIONARY FUNCTION:** The Supreme Court of Alabama defined the term “discretionary function” in the case of *Borders v. City of Huntsville*, 875 So.2d 1168 (2003) as, “A discretionary function, which gives rise to police officer’s immunity from tort liability, is broadly defined as an act as to which there is no hard and fast rule as to the course of conduct that one must or must not take and an act requiring exercise in judgment and choice and involving what is just and proper under the circumstances.”

E. **IMMUNITY FOR FIRE DEPARTMENT EMPLOYEES:** In a plurality decision in *Ex parte Cranman*, 792 So.2d 392 (Ala.2000), the Supreme Court of Alabama “restated the rule governing State-agent immunity,” 792 So.2d at 405. The Court later adopted the “new test suggested in *Cranman*” in *Ex parte Butts*, 775 So.2d 173, 177-78 (Ala.2000). The *Cranman* test is as follows:

"A State agent *shall* be immune from civil liability in his or her personal capacity when the conduct made the basis of the claim against the agent is based upon the agent's...

(3) **discharging duties imposed on a department or agency by statute, rule, or regulation, insofar as the statute, rule, or regulation prescribes the manner for performing the duties and the State agent performs the duties in that manner (*emphasis added*); or**

F. **MUNICIPAL IMMUNITY:** The Supreme Court of Alabama decided the case of *City of Crossville v. Haynes*, 925 So.2d 944, in 2005 and held that if a state actor is immune from liability for a particular act or omission, the state or municipality is also immune from liability for the same act or omission.

G. **A PARTY IS NOT LIABLE FOR THE NEGLIGENCE OF AN INDEPENDENT CONTRACTOR:** A party is ordinarily not liable for the tortious acts of his independent contractor (*Bain v. Colbert County Northwest Alabama Health Care Authority*, 233 So.3d 945 (2017)). A municipality is not liable for the negligence of an independent contractor (*Dickinson v. City of Huntsville*, 822 So.2d 411 (2001)). Consequently, if the City committed a negligent act while acting as an independent contractor, then in such event Jefferson County would not be liable.

IV. CONCLUSION

Attachment B, being the Federal Award Identification (FAIN) Table, clearly shows that the federal government has obligated to the sub-recipient (City of Vestavia Hills) by the pass-through entity (Jefferson County) in the amount of \$168,946.80 pursuant to the Coronavirus State and Local Fiscal Recovery Funds Law for the purchase of an ambulance, radios and stair chairs.

V. MY RECOMMENDATION

Although this Agreement is dated December 6, 2023, the Agreement was not delivered to the City until the afternoon of January 3, 2024. Therefore, time is of the essence in approval of this Agreement.

If the City Council approves the Agreement, then in such event I recommend that it do so by unanimous consent for immediate consideration at the City Council meeting scheduled for Monday, January 8, 2024, at 6:00 p.m.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick H. Boone", with a long horizontal flourish extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)
Fire Chief Marvin Dwane Green (by e-mail)



**CITY OF VESTAVIA HILLS
PLANNING & ZONING
INTER-DEPARTMENT MEMO**

January 8, 2024

To: Jeff Downes, City Manager

Cc: Conrad Garrison, City Planner

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3205 - Rezoning - 4525 Pine Tree Circle; Lot 22, Topfield Subdivision; Rezone from Vestavia Hills R-1 (low-density residential) to Vestavia Hills B-2 (business district) for operation of a short-term rental facility with conditions; Charlotte Dyer, owner; Delaine Crim, representing

Background:

This property was found to be operating a short-term rental business in a R-1 single family residential zoning classification. This request is to rezone to B-2 with the condition that the only use permissible on the property would be to operate a short-term rental in the dwelling located on the property and that all other vehicles, etc., be removed. The zoning stipulates that no RV's or camping will be allowed on the property. The zoning will not become effective until the owner retrofits and upgrades the dwelling to code and that buffers are installed pursuant to the zoning code. Once approved by the Fire Marshal, the Building Safety Official and the Zoning Official, the owner will seek to obtain a business license and then will be permitted to run a short term rental from this property.

Recommendation:

The Planning and Zoning Commission recommended approval of this rezoning subject to conditions as stated in the Ordinance. Please refer to the attached printed recommendation of the Commission.

Fiscal Impact:

na

Attachments:

1. Ordinance 3205

ORDINANCE NUMBER 3205

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE
AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS,
ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST
AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING
OF PROPERTY FROM VESTAVIA HILLS R-1 TO VESTAVIA HILLS
B-2**

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 (low density residential district) to Vestavia Hills B-2 (business district):

4525 Pine Tree Circle
Lot 22, Topfield Subdivision
Charlotte Dyer, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning is conditioned upon the following: (1) said zoning is limited solely for the use of a short-term rental business; and (2) that short-term rental shall be limited to the existing home only. RV's buses, trailers, tent camping is prohibited; and (3) said zoning shall not become effective until a Certificate of Occupancy is approved by the Fire Marshal, the Building Safety Official and the Zoning Official following required property and building improvements as mandated in the approved Codes of the City.

APPROVED and ADOPTED this the 22nd day of January, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

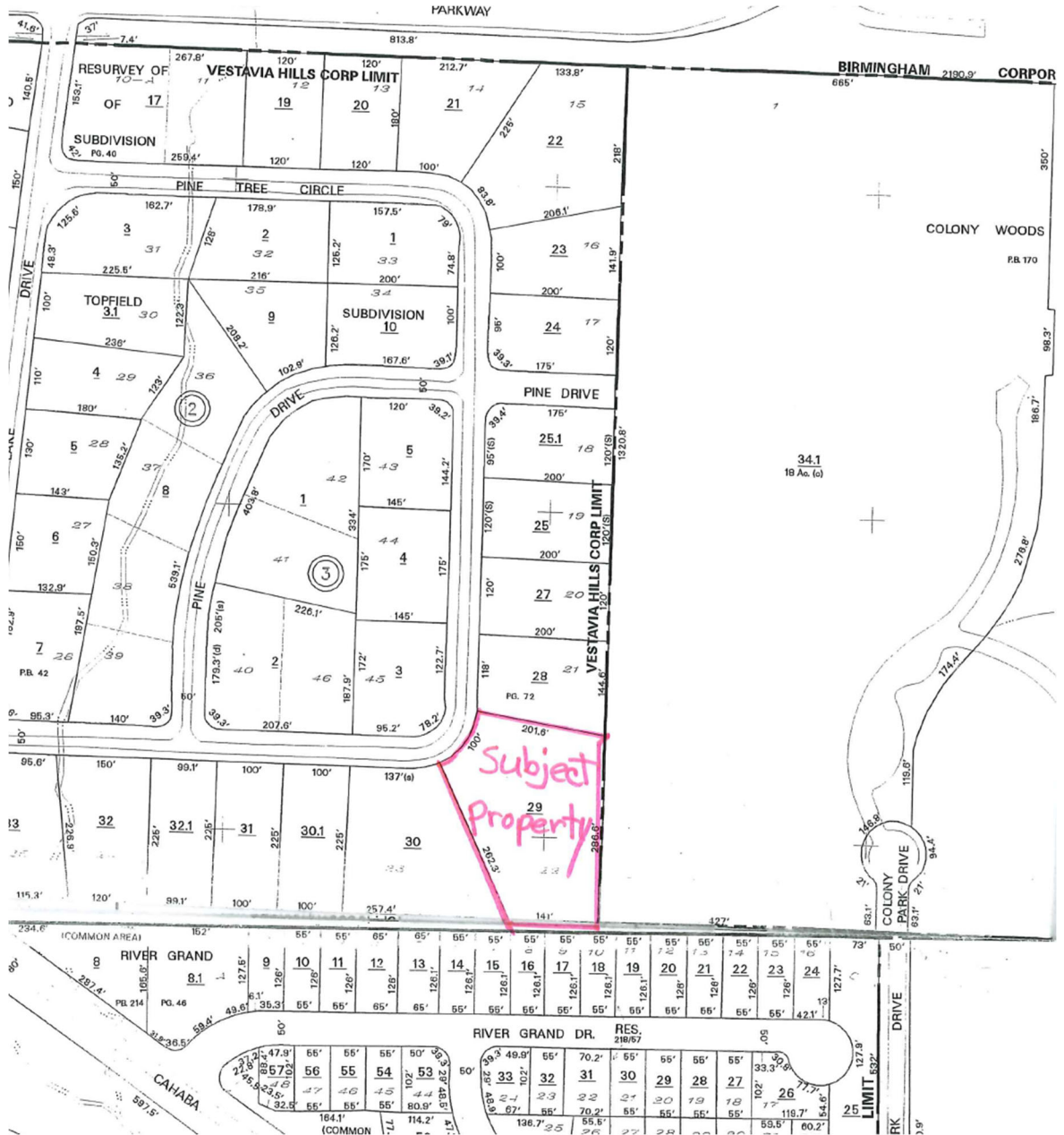
Rebecca Leavings
City Clerk

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 # 3205 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 22nd day of January, 2024 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2024.

Rebecca Leavings
City Clerk





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-23-11

Owner Name: Charlotte Dyer (previously Trumbly)

Owner Address: 210 Baron Dr, Chelsea, AL 35043

Representative: Delaine Crim

Rep. Address: 605 Reynolds Way, Vestavia Hills, AL 35242

Project Address: 4525 Pinetree Circle

Legal Description:

Parcel ID Number: Lot 22 Topfield Subdivision, MB 42, PG 72

Current Zoning: R-1

Requested Zoning: B-2

Intended Purpose: Short term rental

MOTION Mr. Larson made a motion to recommend Rezoning for 4525 Pine Tree Cir. from Vestavia Hills R-2 to Vestavia Hills B-2 with the following conditions:

1. B-2 zoning limited to short term residential use only;
2. Short-term rental limited to home only. RV's, buses, trailers, tent camping is prohibited;
3. Zoning not complete until Certificate of Occupancy is approved by the Fire Marshall, Chief Building Inspector, Zoning Official and issued.

P&Z

Recommendation:

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

Mr. Farrell – yes Mr. Sykes – yes

Mr. Larson – yes Mr. Weaver– yes

Mr. Honeycutt – yes Mr. Romeo– yes

Mr. Vercher– yes

Motion carried.

Date of P&Z Meeting:

December 14, 2023

Authorized by:

Issued by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair
Conrad Garrison, City Planner

12/6/23, 3:51 PM

about:blank

Rezoning Application

RZ-23-11

Submitted On: Oct 6, 2023

Applicant

Delaine Crim

323.352.6808

delainecrim@yahoo.com

Primary Location

4525 PINE TREE CIR
VESTAVIA HILLS, AL 35243

Property Information

Subject Property Address

4525 Pinetree Circle

Legal Description

--

Existing Parking Spaces

4

Submission Date

10/05/2023

Tax Parcel ID Number

Lot 22 Topfield Subdivision, MB 42, PG 72

Proposed Parking Spaces

4

Type of Project

New Commercial Development

Action Requested:

From Existing Zoning Classification

Currently zoned residential

For the Intended Purpose of:

Short term rental

Acreage of Subject Property

approximately 3 acres

To Requested Zoning Classification

commercial

Acreage of Property to be Disturbed

none

Setbacks

Front

--

Side

--

Lot Coverage Percentage

--

Back

--

Open Space

--

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

Property Owner Name

Charlotte Dyer (previously Trumbly)

Company Name

about:blank

Page 112 of 143

--

Owner Address City State Zip

210 Baron Dr, Chelsea, AL 35043

Owner's Phone Number

205-365-0573

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.

true

Email Address of Owner

quiltingdyer@bellsouth.net

Owner Representative/Responsible Party

Delaine Crim

Company Name

Concentric Management

Contact Email of Responsible Party

delainecrim@yahoo.com

Mailing Address of Responsible Party

605 Reynolds Way, Vestavia Hills, AL 35242

Phone No. of Responsible Party

323-352-6808

Email Address of Responsible Party

delainecrim@yahoo.com

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

October 4, 2023

Re: 4525 Pine Tree Circle

To Whom It May Concern:

I am requesting to use the home located at 4525 Pine Tree Circle as a short term rental. This property is located in a very unique area of Vestavia, as it has almost all primarily been converted to commercial use. There are several residents that remain in the area, many of which have their homes for sale and are advertising that they can be used for commercial use. This is the ideal situation for a short term rental, because the neighbors are not only aware of the changing use in the area, but are also encouraging it.

Having short term rental properties available for families visiting the city is a valuable asset, as it allows people to gather far more easily than if they are divided amongst multiple hotel rooms. It also provides a place for businesses to house visiting clients that are coming for several days or weeks at a time and do not wish to stay in a hotel.

I have several short term rentals located in downtown Birmingham and are very careful with who I allow to stay at our properties. On the Airbnb platform, I am a Superhost and take great pride in not only how my properties look, but also how they are operated. My homes are usually the most nicely kept in the neighborhood and because we are cleaning and maintaining them more often than normal, we are able to head off issues that many homeowners miss.

As for security, I have cameras on the outside of the homes and also use a noise monitoring device that alerts us if anyone is not adhering to our quiet hours or are being a problem at other times of the day. To be completely honest, I have never really had an issue of this kind with guests because I am very proactive to weed out problems ahead of time. I also have it set up that my guests have to agree to my "no parties" and "quiet hours" policies before they are able to book. I have gone above and beyond to put measures in place to lower the chance of having problem guests.

I am attaching photos of this home below. Please let me know if there is any additional information that I can provide or can answer any questions.

Thanks so much for your consideration,

Delaine Crim













- R-2
- PUD-PR-1
- R-1
- R-4
- R-9
- R-6
- R-3
- R-8
- R-5
- R-9*
- RC-1
- B-3
- A
- E-2
- B-2
- R-1*
- Inst-1
- O-1
- PUD-PB
- R-8*
- R-6*
- B-2*
- B-1
- B-3*
- Inst-1*
- O-1*
- R-2*
- B-1.2
- R-4*



Future Land Use

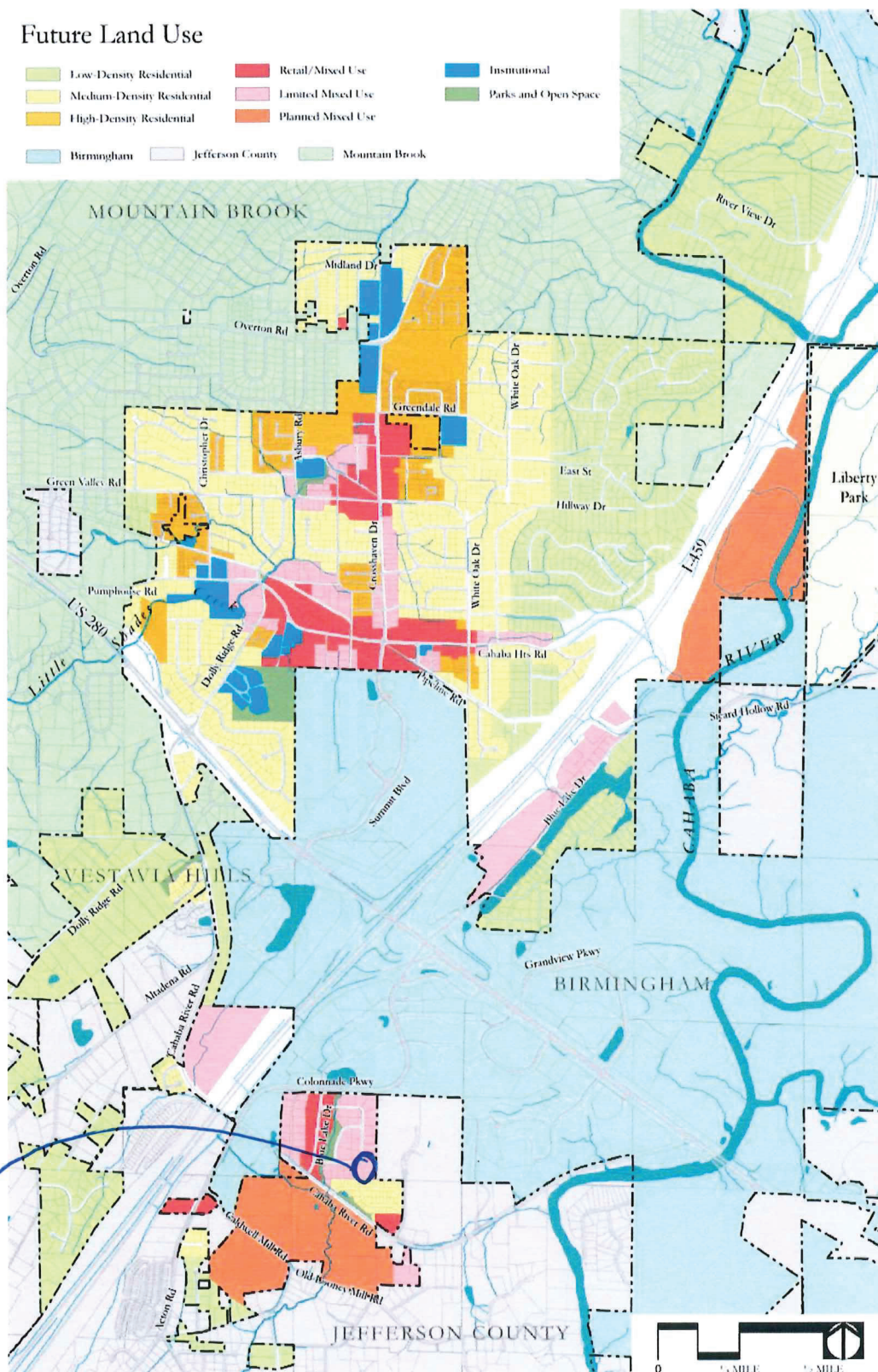


Figure 4: Future Land Use Map



**CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO**

January 8, 2024

To: Jeff Downes, City Manager

Cc: Conrad Garrison, City Planner

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3206 - Rezoning - 1929 Canyon Road; Lot 12, Block 3, Southridge 2nd Addition to Vestavia Hills; Rezone from Vestavia Hills Inst (institutional district) to Vestavia Hills O-1 (office park district) with conditions; Greater Birmingham Area Friends Chapter of National Ambucs, Inc.: Sean Hufnagel, representing

Background:

The property located at 1929 Canyon Road was originally rezoned to Institutional to be used as a church. When the church outgrew the property, the property was sold to AMBUCS to be used by them and other non-profits. AMBUCS wishes now to sell the property and the buyer is a professional landscape design company.

Recommendation:

Planning and Zoning Commission heard this request at their December meeting and made the recommendation to rezone the property to O-1 with three conditions: (1) that the sole use be a professional office(s); (2) that no drive-thrus be located on the property; and (3) that if the existing building

were ever demolished or destroyed for any reason, any new building must be no more than 2-stories in height and residentially styled.

Fiscal Impact:

na

Attachments:

1. Ordinance 3206

ORDINANCE NUMBER 3206

**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 INST TO VESTAVIA
HILLS O-1**

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 Inst (institutional district) to Vestavia Hills O-1 (office park district):

1929 Canyon Road
Lot 12, Blk 3, Southridge 2nd Addition to Vestavia Hills
Greater Birmingham Area Friends Chapter of National Ambucs, Inc, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning is conditioned upon the following: (1) said zoning is limited solely for the use professional office only as defined in the Vestavia Hills Zoning Code, as amended; and (2) that the use of drive-thrus are prohibited; and (3) if the existing building on the property were demolished or destroyed for any reason, any new building shall be limited to two stories and shall be built in a residential style as approved by the City's Design Review Board.

APPROVED and ADOPTED this the 22nd day of January, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

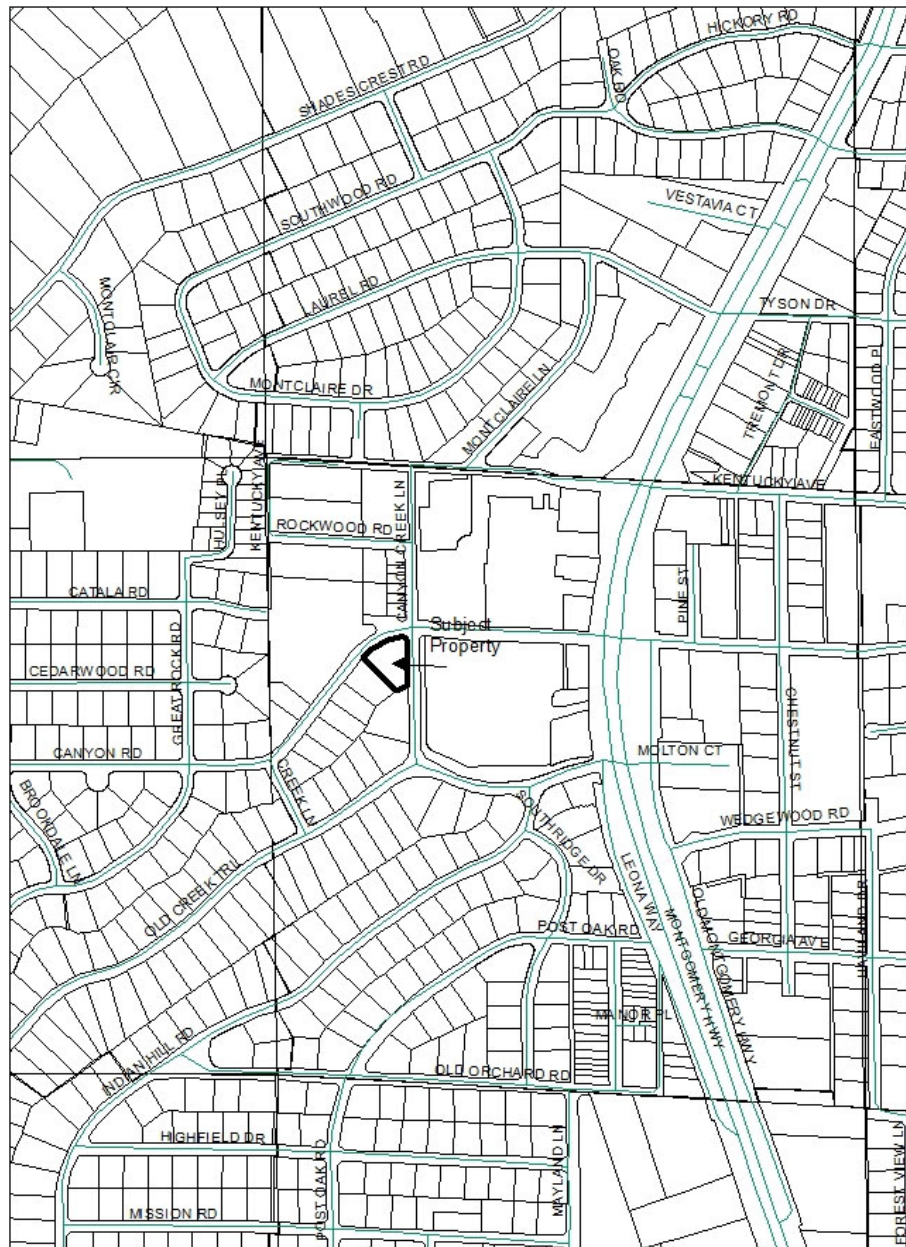
CERTIFICATION:

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 # 3206 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 22nd day of January, 2024 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2024.

Rebecca Leavings
City Clerk

1929 Canyon Road





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-23-12

Owner Name: GREATER BIRMINGHAM AREA FRIENDS
CHAPTER

Owner Address: 1929 Canyon Road

Representative: Sean Hufnagel

Rep. 2253 Pine Crest Drive, Vestavia AL
Address: 35216

Project Address: 1929 Canyon Road

LOT 12, BLOCK 3, SOUTHRIDGE 2ND ADDITION TO VESTAVIA HILLS, MAP BOOK: 43
PAGE: 69

Legal Description:

Parcel ID Number: 2800302007001000

Current Zoning: Inst-1

Requested Zoning: O-1

Intended Purpose: Landscape Architecture Firm and current non-profit leasees

MOTION Mr. Weaver made a motion to recommend Rezoning for 1929 Canyon Rd. from Vestavia Hills INST to Vestavia Hills O-1 with the following conditions:

1. O-1 zoning limited to professional office only;
2. Drive-thru's are prohibited;
3. Any new building is limited to two stories and built in a residential style.

P&Z
Recommendation: Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:
Mr. Farrell – yes Mr. Sykes – yes
Mr. Larson – yes Mr. Weaver – yes
Mr. Honeycutt – yes Mr. Romeo – yes
Mr. Vercher – yes
Motion carried.

Date of P&Z Meeting: December 14, 2023

Authorized by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair

Issued by:

Conrad Garrison, City Planner

Rezoning Application

RZ-23-12

Applicant

 Sean Hufnagel
 9014823720
 sean.hufnagel@gmail.com

Primary Location

1929 CANYON RD
VESTAVIA HILLS, AL 35216

Property Information

Subject Property Address

1929 Canyon Road

Tax Parcel ID Number

2800302007001000

Legal Description

LOT 12, BLOCK 3, SOUTHRIDGE 2ND ADDITION TO VESTAVIA HILLS, MAP BOOK: 43 PAGE: 69

Existing Parking Spaces

13

Proposed Parking Spaces

18

Submission Date

11/09/2023

Type of Project

New Non-Residential Development/use

Action Requested:

From Existing Zoning Classification

Inst-1

To Requested Zoning Classification

O-1

For the Intended Purpose of:

Landscape Architecture Firm and current non-profit leasees

Acreage of Subject Property

.66

Acreage of Property to be Disturbed

.5

Setbacks

Front

30

Back

30

Side

20

Open Space

--

Lot Coverage Percentage

8

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by

Property Owner Name

GREATER BIRMINGHAM AREA FRIENDS CHAPTER

way of a notarized letter and/or power of attorney.

Company Name

--

Owner Address City State Zip

1929 Canyon Road

Owner's Phone Number

205-823-7800

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.

true

Email Address of Owner

birminghamambucs1@gmail.com

Owner Representative/Responsible Party

Sean Hufnagel

Company Name

SH Squared LLC

Contact Email of Responsible Party

Sean.hufnagel@gmail.com

Mailing Address of Responsible Party

2253 Pine Crest Drive, Vestavia AL 35216

Phone No. of Responsible Party

9014823720

Email Address of Responsible Party

Sean.hufnagel@gmail.com

Project Engineer Information (if applicable)

Name

Sean Hufnagel

Company

HNP Landscape Architecture

Mailing Address

1914 28th Avenue South, Birmingham AL 35209

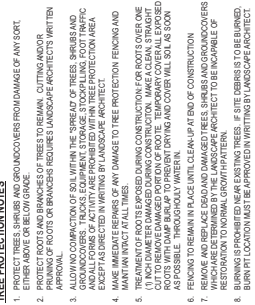
Phone Number

2058709936

Email

sean@hnpsiteplan.com





1 DEMOLITION PLAN
Scale: 1" = 10'-0"



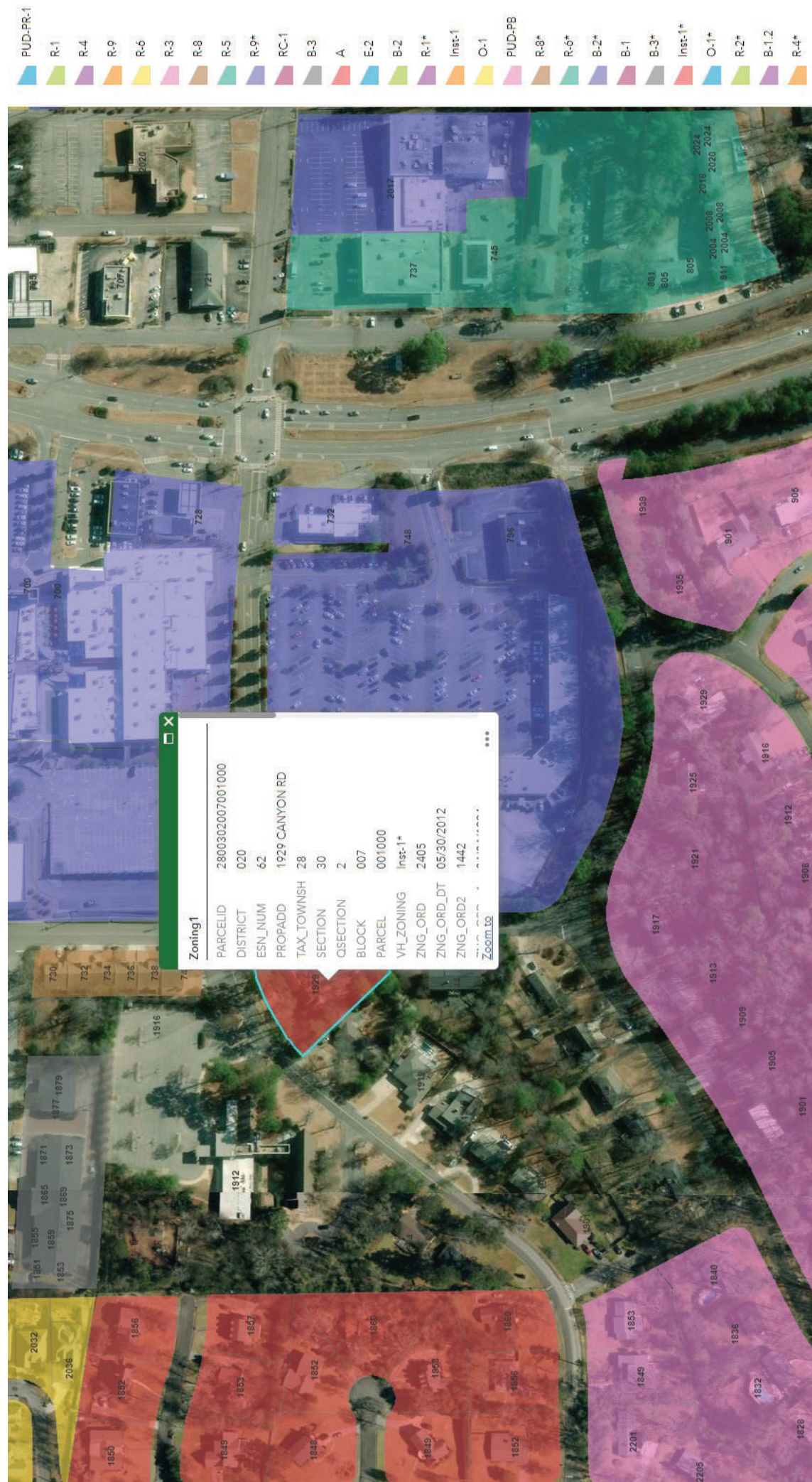
LAYOUT & MATERIALS NOTES

- [illegible]

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ID	Species	Establishment	Connectivity	Net	Shaded net	Shading	Comments
PLANT SCHEDULE							
— SHADE TREES —							
01	2	Platanus sp.	Shaded	100%	2.10' x 3.0'	AS 3500R	Stock, 100% leader
02	2	Platanus sp.	Shaded	100%	2.10' x 3.0'	AS 3500R	Stock, 100% leader
— ORNAMENTAL FLOWERING TREES —							
03	1	Platanus sp.	Shaded	100%	2.10' x 3.0'	AS 3500R	Stock, 100% leader
— EVERGREEN TREES —							
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— ORNAMENTAL GRASS —							
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151							

1 LAYOUT, MATERIALS, AND CODE REQUIRED LANDSCAPE PLAN
U.S. Scale: 1" = 10'-0"



Subject Parcel

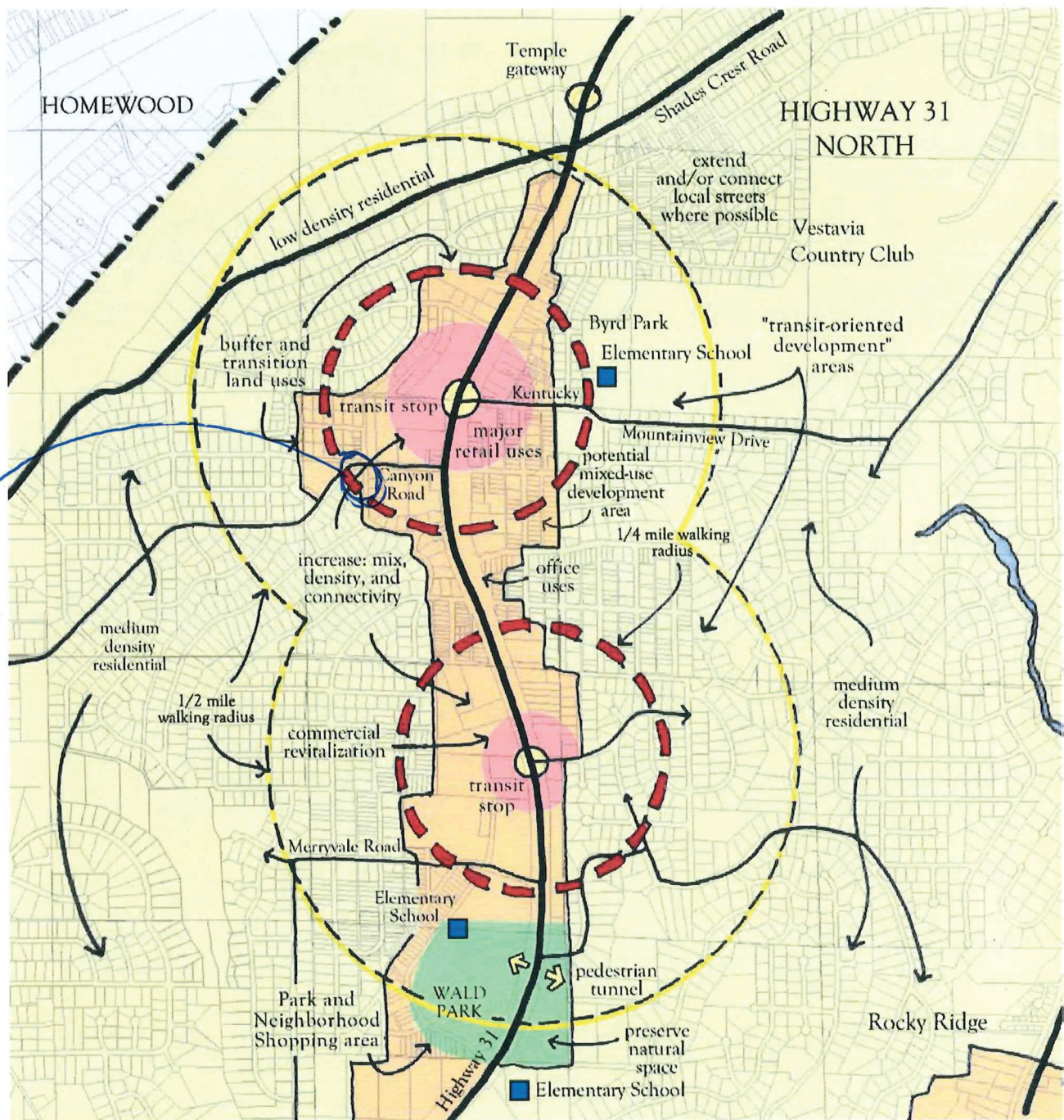


Figure 17: Highway 31 North
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



From: [Amanda C. Goozée](#)
To: [Conrad Garrison](#)
Subject: Re: [External] 1929 Canyon Road
Date: Thursday, December 14, 2023 4:19:29 PM
Attachments: [image007.png](#)
[image008.png](#)
[image054429.png](#)

Conrad,

I appreciate you sending me this information previously and I just wanted to touch base to confirm I agree with you, and that this seems to be an improvement over the current use of the property. I had intended to come down to the meeting this evening just to introduce myself in person and thank you for your time in speaking with me, but unfortunately the last week of school festivities have me stretched thin. Please know that you have no opposition from the Goozées and we look forward to meeting the new owners when the deal is finalized. I believe one of the owners spoke with my daughter at school yesterday, as our daughters are in the same class!

Thank you again for your time and service! Hope you and your family have a Merry Christmas!

Amanda

 **Amanda C. Goozée**
205.314.2402

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On Nov 20, 2023, at 11:45 AM, Conrad Garrison <CGarrison@vhal.org> wrote:

Amanda,

Take a look at the attached improvement plan. If the project can move forward, the new owners are planning on removing the walkway to Canyon and significantly increasing the landscaping and fencing next to your house.

Let me know if you have any additional questions and feel free to pass around the attachment.

Have a great Thanksgiving!

<[image003.jpg](#)>

CONRAD GARRISON
City Planner
P 205 978 0179
Vestavia Hills
A Life Above

[<image004.jpg>](#)
[<image005.jpg>](#)
[<image006.gif>](#)

From: Amanda C. Goozée <amanda.goozee@swiftcurrie.com>

Sent: Monday, November 20, 2023 11:25 AM

To: Conrad Garrison <CGarrison@vhal.org>

Subject: [External] 1929 Canyon Road

Conrad,

Thank you so much for taking the time to speak with me this morning regarding the rezoning proposal for the Ambucs building. As I said, I have lived in Vestavia since 2009, and I also practiced law with the city's largest employer up until 2 years ago when I moved my practice away from Carr Allison, so I have been invested in the City for many years now. I appreciate any additional information that you can share with me, and thank you for the additional insight into the proposed new use for the space. Having the property owned by someone with the means to maintain it would certainly be welcome, so perhaps the change in zoning is what will be necessary to accomplish that. Thank you again, and I hope you and your family have a Happy Thanksgiving!

Amanda

<image007.png>

Amanda C. Goozée
Partner

[<image008.png>](#)

amanda.goozee@swiftcurrie.com
[205.314.2402](tel:205.314.2402) Office

1901 6th Avenue North, Suite /Birmingham,AL35203
1100

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<231110_1929_Canyon_REZONE_Thu_Nov_9_2023_at_03-19-45.pdf>



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

January 8, 2024

To: Jeff Downes, City Manager

Cc:

From:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None