

**Vestavia Hills  
City Council Agenda  
December 8, 2014  
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Dave Upton, AMBUCS
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes –November 24, 2014 (Regular Meeting)

**Old Business**

9. Resolution Number 4662 – A Resolution Authorizing The City Manager To Accept A FEMA Flood Mitigation Assistance Grant And Execute And Deliver An Agreement For Said FMA Funds
10. Resolution Number 4663 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Schoel Consulting Engineers For Consulting Services For A FMA Floodplain Management Plan

**New Business**

11. Citizens Address To City Council Regarding Patchwork Farms PUD; Jeff W. Maze, 4613 Old Looney Mill Road, On Behalf Of Residents Of The Area

**New Business (Requesting Unanimous Consent)**

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

12. Ordinance Number 2544 – Annexation – 90-Day Final – 2429 Dolly Ridge Road; A Portion of Lot 36, Rocky Ridge Estates; Lila P. Williams, Owner; Earl Gibson, Representing
13. Ordinance Number 2545 – Rezoning – 2429 Dolly Ridge Road; A Portion Of Lot 36, Rocky Ridge Estates; Rezone From Jefferson County E-2 (Residential) To Vestavia Hills

- R-2 (Residential) For Construction Of Two Single-Family Homes; Lila P. Williams, Owner; Earl Gibson, Representing
14. Ordinance Number 2549 – Conditional Use Approval – 2409 Acton Road; Conditional Use Approval For Operation Of A Feline Veterinary Clinic; BRC Dolly Creek Station LLC, Owner; Jackie A. Holmes, DVM, Representing
  15. Ordinance Number 2550 – An Ordinance To Prohibit Distracted Driving In School Zones And Providing Penalties For The Violation Thereof
  16. Citizens Comments
  17. Motion For Adjournment

## CITY OF VESTAVIA HILLS

### CITY COUNCIL

### MINUTES

**NOVEMBER 24, 2014**

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor Pro-Tem called the meeting to order and the City Clerk called the roll with the following:

<b>MEMBERS PRESENT:</b>	Steve Ammons, Mayor Pro-Tem George Pierce John Henley Jim Sharp
<b>MEMBERS ABSENT:</b>	Mayor Alberto C. Zaragoza, Jr.
<b>OTHER OFFICIALS PRESENT:</b>	Jeff Downes, City Manager Patrick H. Boone, City Attorney Rebecca Leavings, City Clerk Melvin Turner, Finance Director George Sawaya, Deputy Treasurer Dan Rary, Police Chief Jim St. John, Fire Chief Marvin Greene, Deputy Fire Chief Christopher Brady, City Engineer

Invocation was given by Lt. Colonel Allison Miller, Alabama Air National Guard, followed by the Pledge of Allegiance.

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

- Mr. Pierce gave a brief background on Lt. Colonel Allison Miller who is currently on leave from deployment in Afghanistan. He thanked Lt. Colonel Miller for taking the time to lead the group in prayer.
- Mr. Pierce welcomed Linda Parker to the meeting. Mrs. Parker is the Chairman of the Board for the Chamber of Commerce.
- Mr. Ammons stated that the City Council will be conducting interviews for the applicants for the upcoming Library Board and Park and Recreation Board vacancies on December 10, 2014 beginning at 7:30 AM.

## **PROCLAMATION**

Mr. Downes presented a proclamation in which the Mayor designated Saturday, November 29, 2014 as “Small Business Saturday.” Mr. Downes read the Proclamation and encouraged everyone to shop his local vendors on that day.

## **CITY MANAGER REPORT**

- Mr. Downes announced a town hall meeting to be held at the Cahaba Heights United Methodist Church on December 2, 2014 at 5:30 PM in order to allow public input for development opportunities within Cahaba Heights. He encouraged everyone to attend.
- Mr. Downes stated that stakeholders within a certain area of Cahaba Heights would participate in a charrette to be held at City Hall beginning Thursday and lasting through Friday of that same week, culminating with a public viewing at a Council Work Session of December 8, beginning at 4 PM.
- Administrative offices will be closed on November 27 and 28 in observance of Thanksgiving holidays.

## **COUNCILOR REPORTS**

- Mr. Henley stated that the Board of Education is beginning strategic planning sessions with seven action teams and a total of 140 participants. He indicated he would keep the Council updated on the progress.
- Mr. Pierce stated that the Holiday in the Hills celebration has begun. A holiday schedule can be obtained from the Chamber’s website. He encouraged everyone to participate in the activities.

## **APPROVAL OF MINUTES**

The minutes of November 10, 2014 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of the meeting of November 10, 2014 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

motion carried.

**OLD BUSINESS**

**ORDINANCE NUMBER 2524-A**

**Ordinance Number 2524-A – An Ordinance Amending Ordinance Number 2425 To Correct A Legal Description For The Property Annexed To The City Of Vestavia Hills Located At 2429 Dolly Ridge Road; Lila P. Williams, Owner**

**MOTION** Motion to approve Ordinance Number 2524-A was by Mr. Pierce and second was by Mr. Henley.

Ms. Leavings explained that this Ordinance cleans up a legal description for annexation of property that was approved a few weeks ago.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Sharp – yes

Mr. Henley – yes

Mr. Ammons – yes

motion carried.

**ORDINANCE NUMBER 2546**

**Ordinance Number 2546 – Annexation – 90-Day Final – 3633 Dabney Drive; Lot 37, Altadena Forest Estates, 2<sup>nd</sup> Sector; William H. Jenkins, Owner**

**MOTION** Motion to approve Ordinance Number 2546 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this is the 90-day final annexation of property that was annexed by the overnight method earlier.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Sharp – yes

Mr. Henley – yes

Mr. Ammons – yes

motion carried.

**ORDINANCE NUMBER 2541**

**Ordinance Number 2541 – Rezoning – 3633 Dabney Drive; Lot 37, Altadena Forest Estates, 2<sup>nd</sup> Sector; Rezone From Jefferson County E-2 To Vestavia Hills R-1; William H. Jenkins, Owner**

**MOTION** Motion to approve Ordinance Number 2541 was by Mr. Pierce and second was by Mr. Henley.

Ms. Leavings explained that this is the compatible rezoning of the property annexed in the previous ordinance.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
	motion carried.

**ORDINANCE NUMBER 2547**

**Ordinance Number 2547 – Annexation – 90-Day Final – 4624 Old Looney Mill Road; Eric And Meredith Mann, Owners**

**MOTION** Motion to approve Ordinance Number 2547 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this is the 90-day final annexation of property that was annexed by the overnight method earlier.

Eric Mann was present in regard to this request.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
	motion carried.

**ORDINANCE NUMBER 2542**

**Ordinance Number 2542 – Rezoning – 4624 Old Looney Mill Road; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Eric And Meredith Mann, Owners**

**MOTION** Motion to approve Ordinance Number 2542 was by Mr. Pierce and second was by Mr. Henley.

Ms. Leavings explained that this is the compatible rezoning of the property annexed in the previous ordinance.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
	motion carried.

**ORDINANCE NUMBER 2548**

**Ordinance Number 2548 – Annexation – 90-Day Final – 1512 Oak Leaf Trail; Lot 12, Gresham Woods; Nicholas Elkhoury, Owner**

**MOTION** Motion to approve Ordinance Number 2548 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this is the 90-day final annexation of property that was annexed by the overnight method earlier.

Nicholas Elkhoury was present in regard to this request.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
	motion carried.

**ORDINANCE NUMBER 2543**

**Ordinance Number 2543 – Rezoning – 1512 Oak Leaf Trail; Lot 12, Gresham Woods Subdivision; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Nicholas Elkhoury, Owner**

**MOTION** Motion to approve Ordinance Number 2543 was by Mr. Pierce and second was by Mr. Henley.

Ms. Leavings explained that this is the compatible rezoning of the property annexed in the previous ordinance.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
	motion carried.

**ORDINANCE NUMBER 2539**

**Ordinance Number 2539 – Rezoning – 3136 Ranger Road; Lots 7 & 8, Block 6, Glass’s 3<sup>rd</sup> Addition To New Merkle, Rezone From Vestavia Hills R-4 To Vestavia Hills R-9 (Planned Residential); Patricia Hanna, Owner**

**MOTION** Motion to approve Ordinance Number 2539 was by Mr. Pierce and second was by Mr. Henley.

Ms. Leavings stated that this request is for rezoning of two lots in order to give more adequate setbacks for construction of two homes and makes the setbacks consistent with neighboring properties.

Patricia Hanna was present in regard to this request. She explained the square footage of the homes she wishes to build on the properties.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Mr. Sharp stated that the Commission recommended approval of the request as presented.



Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes

motion carried.

**ORDINANCE NUMBER 2540**

**Ordinance Number 2540 – Rezoning – 3125 Blue Lake Drive, Lot 31, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills O-1 (Office District), Lorraine Hollis, Owner**

**MOTION** Motion to approve Ordinance Number 2540 was by Mr. Pierce and second was by Mr. Henley.

Ms. Leavings explained that this is a request to rezone for construction of a professional office building. The site plan is included in the Council’s information.

Keith Hager, representing the owner, stated that the developer wishes to construct a professional office building on the property and the sale of the property is contingent on the zoning. The building will be a residential type structure similar to the others in the area.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes

motion carried.

**NEW BUSINESS**

**RESOLUTION NUMBER 4655**

**Resolution Number 4655 - A Resolution Accepting Dedication Of The Street Known As Devereaux Circle**

**MOTION** Motion to approve Resolution Number 4655 was by Mr. Sharp and second was by Mr. Pierce.

Mr. Downes stated that the developer of the Acton Professional Park has offered the street for dedication. The City Engineer has inspected the street and recommends acceptance.

Roll call vote as follows:

Mr. Pierce – yes  
Mr. Sharp – yes

Mr. Henley – yes  
Mr. Ammons – yes  
motion carried.

**RESOLUTION NUMBER 4661**

**Resolution Number 4661 - A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Deed To Dedicate Sewer Easements At The Patchwork Farms PUD**

**MOTION** Motion to approve Resolution Number 4661 was by Mr. Pierce and second was by Mr. Sharp.

Mr. Downes stated that one of the requirements of various purchase/sale agreements in Patchwork Farms is that certain sanitary sewer easements be recorded. This Resolution authorizes him to execute an agreement in order to dedicate an easement across the city-owned properties.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council concerning this request, he closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes  
Mr. Sharp – yes

Mr. Henley – yes  
Mr. Ammons – yes  
motion carried.

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

The Mayor Pro-Tem stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting on December 8, 2014 at 5 PM.

- Resolution Number 4662 – A Resolution Authorizing The City Manager To Accept A FEMA Flood Mitigation Assistance Grant And Execute And Deliver An Agreement For Said FMA Funds
- Resolution Number 4663 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Schoel Consulting Engineers For Consulting Services For A FMA Floodplain Management Plan

**CITIZENS COMMENTS**

None.

**MOTION** Motion to adjourn was by Mr. Pierce and second was by Mr. Henley.  
Meeting adjourned at 5:25 PM.

Steve Ammons  
Mayor Pro-Tem

Attested by:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 4662**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A  
FEMA FLOOD MITIGATION ASSISTANCE GRANT AND EXECUTE  
AND DELIVER AN AGREEMENT FOR SAID FMA FUNDS**

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

1. That the City Manager of the City of Vestavia Hills is hereby authorized to accept Federal Funds in the amount of \$24,999.99 under the FEMA Flood Mitigation Assistance Grant Program (FMA) for the 75% Federal Share of the total \$33,333.32 costs for the proposed City of Vestavia Hills Floodplain Management Plan (Project No. FMA-PL-04-AL-2014-003).
2. That the City Manager is further authorized to execute, on behalf of the City of Vestavia Hills, a State-Subgrantee Disaster Assistance Agreement between the State of Alabama and the City of Vestavia Hills setting forth the terms and condition of receipt and use of the FMA funds for the Floodplain Management Plan Project, a copy of which is marked as Exhibit "A" and is attached and incorporated into this Resolution Number 4662 as though written fully therein; and
3. That the City Manager is hereby appointed to act on the City's behalf as its local agent/designated representative; and
4. This Resolution Number 4662 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 8<sup>th</sup> day of December 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**ROBERT BENTLEY**  
GOVERNOR

**STATE OF ALABAMA**  
**EMERGENCY MANAGEMENT AGENCY**  
5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160  
PHONE (205) 280-2200 FAX (205) 280-2495



**ART FAULKNER**  
DIRECTOR

October 14, 2014

Mr. Jeffrey Downes, City Manager  
City of Vestavia Hills  
513 Montgomery Highway  
Vestavia Hills, AL 35216-1807

Subject: Flood Mitigation Assistance (FMA) – FMA-PL-04-AL-2014-003  
City of Vestavia Hills Floodplain Management Plan

Dear Mr. Downes:

The Federal Emergency Management Agency (FEMA) has notified this office that the above-referenced project is approved and the federal funds obligated. The project has been approved for \$33,333.32 with a Federal share of \$24,999.99. Please read the enclosed FEMA obligation package and the *How to Manage Your Subgrant* handbook. All necessary forms will be available on <https://grants.ema.alabama.gov/>, where the forms will also be submitted.

Enclosed are two copies of the State-Sub-grantee Agreement; execute both copies and return one copy to AEMA Mitigation and retain the other copy for your files. **Please fully read this agreement and pay close attention to #1 and #17.** Note that #17 on the State-Sub-grantee Agreement states: "The Sub-grantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (April 21, 2014 through Oct. 14, 2016) unless an extension is granted to extend the time frame."

If you need additional information concerning this approval and the administration of this project, please contact Benny Harris, Senior Mitigation Planner, at 205-280-2256.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Faulkner".

Art Faulkner  
Director

AF/lre

cc: Larry Patterson, AEMA Division Coordinator  
Jim Coker, Jefferson County EMA

Enclosures

U.S. Department of Homeland Security  
 FEMA Region IV  
 3003 Chamblee Tucker Road  
 Atlanta, GA 30341



**FEMA**

September 29, 2014

Mr. Brett Howard  
 Acting Recovery Division Chief  
 Alabama Emergency Management Agency  
 Post Office Drawer 2160  
 Clanton, Alabama 35046-2160

Attention: Kelli Alexander, SHMO

Reference: Flood Mitigation Assistance (FMA)  
 Project Approval: FMA-PL-04-AL-2014-003  
 City of Vestavia Hills

Dear Mr. Howard:

It is my pleasure to confirm that the following planning sub-grant has been approved through the Flood Mitigation Assistance (FMA) grant program pursuant to the Congressional appropriation for Fiscal Year 2014.

FMA Planning Subgrant Number and Title	Federal Share	Non-Federal Share	Total Project Cost
FMA-PL-04-AL-2014-003 City of Vestavia Hills Floodplain Management Plan	\$24,999.99	\$8,333.33	\$33,333.32

The Scope of Work (SOW) and Budget submitted by the State for this FMA planning subgrant are approved, subject to the following conditions:

- FMA funds are only available to support activities in communities participating in the NFIP. Communities withdrawn, suspended, or not participating in the NFIP are not eligible. (44 CFR § 79.6)
- FMA planning grants may be used to develop or update State, Indian tribal and/or local mitigation plans which meet the planning criteria outlined in 44 CFR §201. FMA planning grants are limited to those activities necessary to develop or update the flood portion of any mitigation plan. (44 CFR §79.6(c)(1))
- Complete draft plan documents must be submitted to the State and our office for review and comment at least 6 months prior to completion of the grant such that any necessary revisions may be made prior to adoption and within the approved Period of Performance.
- The final plan documents must be submitted to the State and our office for review and approval prior to the end of the Period of Performance of the sub-grant, and FEMA approval must be obtained prior to sub-grant closeout.


This letter constitutes programmatic approval for use of FY 2014 FMA. Sandra McNease, Assistance Officer, has issued the financial award and documentation in support of this approval through eGrants on September 26, 2014, and the State has accepted the award. The funds have been obligated to the appropriate PARS account.

The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Ms. McNease. Please review these Articles thoroughly and abide by all provisions.

FEMA will not establish activity completion timelines for individual subgrants. Grantees are responsible for ensuring that all approved activities are completed by the end of the Grant Period of Performance (POP). The POP for FY2013 FMA is **April 21, 2014, through September 30, 2017**. The Grantee shall submit a Final SF-425 and Performance Report no later than 90 days after the end date of the POP, per 44 CFR §13.50.

Thank you for submitting an application to the FY 2014 FMA grant program. If you have any questions, please contact Anthony James Wright of my staff at (770) 220-3194.

Sincerely,



Jacky Bell, Chief  
Hazard Mitigation Assistance Branch  
Mitigation Division

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## **FLOOD MITIGATION ASSISTANCE GRANT**

The City of Vestavia Hills has been awarded funding from FEMA through the Flood Mitigation Assistance (FMA) grant program. The purpose of the FMA program is to provide funds for projects to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP) on an annual basis. The type of grant awarded to the City is specifically for planning and preparation of a flood mitigation plan. This cost share associated with this program is a 75% federal share and 25% non-federal share. The City's 25% non-federal share is planned to be covered through in-kind contributions (staff time, GIS data, etc.).

The consultant fee for assisting with the planning and preparation of the Floodplain Management Plan is equal to the 75% federal share (\$25,000.00). No out of pocket expense from the City is expected for this project.

## **FLOODPLAIN MANAGEMENT PLAN**

The FMA grant will be used to develop a Floodplain Management Plan for the City. The plan will be the result of a 10-step planning process developed by FEMA. These are listed below:

- Step 1. Organize
- Step 2. Involve the public
- Step 3. Coordinate
- Step 4. Assess the hazard
- Step 5. Assess the problem
- Step 6. Set goals
- Step 7. Review possible activities
- Step 8. Draft an action plan
- Step 9. Adopt the plan
- Step 10. Implement, evaluate, revise.

The purpose of the Floodplain Management Plan is to develop an overall strategy of programs, projects, and measures that will reduce the adverse impact of the flood hazard on the City. This plan will be specific to the City of Vestavia Hills and the flood hazards within the City. This plan will help the City's Floodplain Manager and all of the supporting City departments better manage flood-related issues by developing a single document that outlines the framework for mitigating existing flood hazards and preventing future flood hazards. The plan will be developed with input and review throughout the process by a team comprised of City staff.



In addition to the benefits mentioned above, the development and implementation of a Floodplain Management Plan (CRS Activity 510) is eligible for Community Rating System (CRS) credit. The City is considering participation in FEMA's Community Rating System (CRS) program. This is a voluntary Program for National Flood Insurance Program (NFIP) participating communities. The goal of the CRS program is to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management. Participation in the CRS provides premium discounts for communities that go beyond the minimum floodplain management requirements.

The CRS Class is dependent upon the number of activities that a community implements. Each activity implemented earns credits. The total number of credits a community receives determines the CRS Class. The higher the class, the greater the flood insurance premium discount.

**FLOOD MITIGATION ASSISTANCE GRANT PROGRAM**  
**CFDA #97.029**  
**FMA-PL-04-AL-2014-001 City of Vestavia Hills**  
**State-Subgrantee Disaster Assistance Agreement**

This agreement between the State of Alabama (the "State") and City of Vestavia Hills (the "Subgrantee") shall be effective on the date signed by the State and the Subgrantee. It shall apply to all assistance funds provided by or through the State to the Subgrantee as a result of a presidentially declared disaster occurring within the State of Alabama.

The designated representative of the Subgrantee certifies that:

1. The Subgrantee has appointed by resolution a subgrantee's local agent/designated representative to act on the jurisdiction's behalf [attach a copy of the resolution to the application].
2. He/She has legal authority to apply for federal assistance on behalf of the Subgrantee.
3. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
4. The Subgrantee will use the disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State EMA Director or his or her designee. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206 and 44 CFR Part 13.
5. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
6. The Subgrantee is aware that there is no state funding available for mitigation cost sharing and that the Subgrantee will be required to provide the full non-federal share for such mitigation activities.
7. The Subgrantee agrees to provide the necessary local share of funding for completion of the project.
8. The Subgrantee will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative/State EMA Director or his or her designee.
9. The Subgrantee will comply with one of the following (as appropriate for the type of subgrantee) for all audit requirements: 44 CFR (Part 14.2) or OMB CIR A-133.
10. The local cost share funding will be available within the specified time.
11. The Subgrantee will give all state and federal agencies designated by the Governor's Authorized Representative/State EMA Director or his or her designee access to and the right to examine all books, records, papers and other documents related to use of disaster assistance funds.

12. The Subgrantee will maintain all documentation relating to project for eight (8) years from date of the declaration of the disaster.
13. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative/State EMA Director or his or her designee, any funds which are not supported by audit or other federal or state review of documentation maintained by the Subgrantee for eight (8) years from the date of the declaration of the disaster.
14. The Subgrantee will comply with all applicable codes and standards relative to this project and agrees to provide maintenance, as appropriate.
15. The Subgrantee will comply with all applicable provisions of federal and state laws, Executive Orders and regulations governing this program.
16. The Subgrantee will comply with the Lead-Based Paint Poisoning Prevention Act which prohibits the use of lead based paint in the construction or rehabilitation of residence structures.
17. The Subgrantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (April 21, 2014 through Oct. 14, 2016) unless an extension is granted to extend the time frame.
18. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination including, but not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
19. The Subgrantee will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
20. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
21. The Subgrantee will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

22. The Subgrantee will comply with the National Flood Insurance Program requirements, including, but not limited to, Section 102(a) of the Flood Disaster Protection Act of 1973..
23. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
24. The Subgrantee will comply with all environmental standards including but not limited to: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
25. The Subgrantee will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
26. The Subgrantee will comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
27. The Subgrantee will not enter into any contract, with respect to this grant, with a condition for payment to the contractor being the receipt of state or federal funds by the Subgrantee.
28. The Subgrantee will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
29. The project's scope-of-work will not be changed without prior written approval from FEMA.
30. The Subgrantee will not dispose of, modify the use of, or change the terms of the real property title, or interest in the site or facilities without permission and instructions from FEMA. The Subgrantee will record the federal interest in the title of real property in accordance FEMA directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
31. The Subgrantee will comply with the requirements of FEMA with regard to the drafting, reviewing, and approval of construction plans and specifications.
32. The Subgrantee will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed project conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by FEMA or the State.
33. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

34. The Subgrantee will promptly reimburse the State in the event of a reduction in the approved amount described in the project application the amount of the reduction. If the Subgrantee fails to promptly reimburse the State, the State may withhold from this grant or any other federal grant administered by the State which is awarded to the Subgrantee any amounts owed to the State.
35. The Subgrantee certifies to the best of its knowledge and belief that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from cover transactions by any Federal department or agency;
  - B. Have not within a 3-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
  - D. Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, and local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

36. The Subgrantee certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Subgrantee's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed on employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (A);
  - D. Notifying each employee in the statement required by paragraph (A) that, as a condition of employment under the award, the employee must:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - E. Notifying the Award Official within 10 days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is so convicted:
  - G. Making a good-faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A - F.

The Subgrantee shall insert in the space provided below the site(s) of the performance of work done in conjunction with the specific award.

Place of performance (street, city, county, state, zip code)

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37. The Subgrantee certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, 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 or 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 any cooperative agreement, 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 Grant Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Subgrantee 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 agreement(s) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the 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 such failure.

37. The Subgrantee will provide copies of audit reports that include funds provided under this agreement to:

State of Alabama  
 Department of Examiners of  
 Public Accounts  
 P. O. Box 302251  
 Montgomery, AL 36130-2251  
 Attn: Audit Report Repository

and

State of Alabama  
 Emergency Management  
 Agency  
 P.O. Drawer 2160  
 Clanton, AL 35046  
 Attn: Hazard Mitigation

38. Contracts must be of reasonable cost, generally must be competitively bid, and comply with Federal, State, and local procurement standards. FEMA will reimburse only fair and reasonable costs of any contract entered into by the Subgrantee. The Subgrantee must consider costs, conflicts of interest, and all Federal, State, and local laws and regulations when hiring a contractor. Compliance with local procurement practices and the procurement competition requirements specified in 44 CFR Part 13.36 are essential to successfully receiving Mitigation grant funding. The Federal procurement regulations ensure that subgrantees procure contracts in a manner that provides full and open competition, and provide financial and record-keeping requirements. In addition, the Subgrantee should maintain a written code of standards for conduct governing the performance of employees, officers, or agents who select and award contracts. It is important that applicants secure contracts with reputable and qualified licensed contractors. The Subgrantee's should conduct reference checks on a contractor's history of performance with the State's contractor licensing board and with the contractor's previous clients before awarding contracts.

Pursuant to 44 CFR Part 13.36(c)(1), the Subgrantee may not restrict the bidding in order to disqualify a population of bidders. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive awards to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement
- Any arbitrary action in the procurement process

If the Subgrantee has a pre-qualified lists of persons, firms, or products, it must keep such lists current in order to ensure open and free competition during the bidding process, in accordance with 44 CFR Part 13.36(c)(4), which states: "*Grantees and sub-grantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub-grantees will not preclude potential bidders from qualifying during the solicitation period.*"

#### ***Methods of Procurement***

The Subgrantee may request that FEMA review its procurement process to determine whether the process meets the standards set forth in 44 CFR Part 13.36. FEMA finds the following four methods of procurement acceptable:

**Small purchase procedures** procurement, an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.

**Sealed bids** procurement, a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsible bidder whose proposal is the lowest in price. This method is the preferred method for procuring construction contracts.

**Competitive proposals** procurement, a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price. This method is often used for procuring architectural or engineering professional services. In addition, this method normally involves more than one source submitting an offer and is used when conditions are not appropriate for sealed bids.

**Noncompetitive proposals** procurement, a method whereby a proposal is received from only one source. Noncompetitive proposals should only be used when the award of a contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

- The item is available only from a single source
- There is an emergency requirement that does not permit a delay
- Solicitation from a number of sources has been attempted, and competition is determined to be inadequate

A contract may be regarded as noncompetitive if the Subgrantee has only one responsive bidder. In this case, the Subgrantee is required to comply with 44 CFR Part 13.36(f), which states in part: *"...A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price."*

The Subgrantee is required by 44 CFR Part 13.36(f)(2) to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Consideration shall be given to the complexity of the work performed, risk borne to the contractor, contractor's investment, amount of subcontracting, quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

FEMA provides reimbursement for four types of contracts:

**Lump sum** contracts, for work within a prescribed boundary with a clearly defined scope and a total price

**Unit price** contracts, for work done on an item-by-item basis with cost determined per unit

**Cost-plus-fixed-fee** contracts, either lump sum or unit price contracts with a fixed contractor fee added into the price

**Time-and-materials** contracts, where the contractor bills the applicant for labor, equipment, materials, and overhead. These contracts should be avoided, but may be allowed. Time-and-materials contracts are allowed in circumstances when they are more cost-effective and appropriate for the amount and type of eligible work to be performed. The costs must be reasonable for the type of work required. The Subgrantee must engage in comprehensive active monitoring activities to ensure contractor efficiency. If a time-and-materials contract is awarded, the applicants must:

- Monitor and document contractor expenses;
- Have a cost ceiling or "not to exceed" provision in the contract; and
- Contact the State to ensure proper guidelines are followed.

The Subgrantee should work closely with the State and FEMA when awarding the time-and-materials contracts to ensure eligibility requirements are met.

#### ***Contract Scope of Work Recommendations***

The contract scope of work should reference "eligible work," "work eligible under FEMA Mitigation regulations, policies, and guidance," "work performed on public property and/or public rights-of-way," or other similar elements.

#### ***Piggyback Contracts***

FEMA does not favor "piggyback contracts." The variables associated with the scope of work and costs generally make this an option to be avoided. The competitive procurement requirements



of 44 CFR Part 13 are also a prime concern. If FEMA encounters a request for reimbursement of costs derived from such a contract, the reimbursable costs for eligible work will be based on reasonableness.

**Prohibited Contracts**

In accordance with 44 CFR Part 13.36(f)(4), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the Mitigation grant to an amount determined to be reasonable based on the eligible work performed. Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 44 CFR Part 13.35; thus, no Federal funding can be awarded for eligible work completed.

**Additional Contract Requirements**

Contract payment provisions should address the obligations between parties to the contract only and not include any language that makes payment to the contractor contingent upon the applicant's receipt of funding from FEMA.

All contracts in excess of \$10,000 must contain a provision for termination for cause and for convenience by the Subgrantee, including the manner by which it will be effected and the basis for settlement, according to 44 CFR Part 13.36(i)(2).

For contracts over \$100,000 the applicant must have the following minimum bonding requirements, in accordance with 44 CFR Part 13.36(h):

- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price; and
- A payment bond on the part of the contractor for 100 percent of the contract price.

In accordance with 44 CFR Part 13.36(b)(8): *"Grantees and sub-grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."*

Documentation requirements are specified in 44 CFR Part 13.36(b)(9) and include, but are not limited to, rationale for the procurement method, contract type, contractor selection or rejection, and the basis for contract price.

Signed for the Subgrantee:

Jeffrey Downes  
Name (Typed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

Signature

Date

Signed for the State:

Art Faulkner



10/14/2014

Director (Typed)

Signature

Date

**RESOLUTION NUMBER 4663**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH SCHOEL CONSULTING ENGINEERS FOR CONSULTING SERVICES FOR THE FMA FLOODPLAIN MANAGEMENT PLAN**

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

1. The City Manager is hereby authorized to execute and deliver an agreement with Schoel Consulting Engineers for consulting services for a FMA Floodplain Management Plan in an amount not to exceed \$25,000; and
2. A copy of said agreement is marked as Exhibit "A" attached and incorporated into this Resolution Number 4663 as though written fully therein; and
3. This Resolution Number 4663 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 8<sup>th</sup> day of December, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



November 10, 2014

City of Vestavia Hills  
513 Montgomery Highway  
Vestavia Hills, Alabama 35216

Attention: Mr. Christopher Brady, City Engineer

Reference: FMA Floodplain Management Plan  
Agreement for Consulting Services  
City of Vestavia Hills, Alabama

Christopher:

Enclosed is a proposal to provide consulting services for the development of a floodplain management plan for the City of Vestavia Hills, Alabama. This plan will follow the requirements associated with the FEMA Flood Mitigation Assistance (FMA) funding and the Community Rating System (CRS) Activity 510 guidelines. Lehe Planning, LLC will be working with Schoel on this project.

We appreciate the opportunity of working with you. Please call if you have any questions.

Yours very truly,

WALTER SCHOEL ENGINEERING CO., INC.

A handwritten signature in blue ink, appearing to read "Walter R. Thomas".

William R. Thomas, PE, CFM

Enclosure

Cc: James E. Lehe – Lehe Planning, LLC

Established in 1888

WALTER SCHOEL ENGINEERING COMPANY, INC.  
1001 22nd Street South • Birmingham, Alabama 35205  
P 205-323-6166 • F 205-328-2252 • schoel.com

**AGREEMENT FOR CONSULTING SERVICES**  
**BETWEEN**  
**THE CITY OF VESTAVIA HILLS, ALABAMA**  
**AND**  
**WALTER SCHOEL ENGINEERING COMPANY, INC.**  
**FOR**  
**DEVELOPMENT OF A FLOODPLAIN MANAGEMENT PLAN**  
**CITY OF VESTAVIA HILLS, ALABAMA**

November 10, 2014

This **AGREEMENT**, entered into by and between **The City of Vestavia Hills, Alabama**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services for development of a floodplain management plan for the City of Vestavia Hills, Alabama. This plan will follow the requirements associated with the FEMA Flood Mitigation Assistance (FMA) funding and the Community Rating System (CRS) Activity 510 guidelines.

**SCOPE OF WORK**

Schoel Engineering and its subconsultant, Lehe Planning, LLC, will develop a floodplain management plan for the City. The City of Vestavia Hills has been awarded funding from FEMA through the Flood Mitigation Assistance (FMA) grant program. The purpose of the FMA program is to provide funds for projects to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP) on an annual basis. The type of grant awarded to the City is specifically for preparation of a flood mitigation plan. The detailed scope of work is as follows:

**DEVELOPMENT OF A FLOODPLAIN MANAGEMENT PLAN**

The purposes of the floodplain management plan are: (a) to perform an overall risk assessment of flooding, (b) develop a strategy of goals, objectives, and measures to mitigate the flood risks to the City, and (b) prepare a program for plan implementation. This plan will be specific to the City of Vestavia Hills and the flood hazards within the City. This plan will help the City's Floodplain Manager and all of the supporting City departments better manage flood-related issues by developing a single document that outlines the framework for mitigating existing flood hazards and preventing future flood hazards. The plan will be developed with input and review throughout the process by a team comprised of City staff. In addition to the benefits mentioned above, the development and implementation of a floodplain management plan (CRS Activity 510) is eligible for Community Rating System (CRS) credit.

The plan will be the result of a 10-step planning process developed by FEMA and detailed in the 2013 CRS Coordinator's Manual. These are listed below:

- Step 1. Organize
- Step 2. Involve the public
- Step 3. Coordinate
- Step 4. Assess the hazard
- Step 5. Assess the problem
- Step 6. Set goals
- Step 7. Review possible activities
- Step 8. Draft an action plan
- Step 9. Adopt the plan
- Step 10. Implement, evaluate, revise.

The Consultant's tasks include managing the planning phase of the project and the development of the final floodplain management plan. Also included in this scope is facilitating public meetings, developing and hosting a project website, assisting with the grant management, assisting with the identification and documentation of in-kind services to meet the required Federal match, and aiding with FEMA approval and City adoption.

The final plan will be a supporting resource for the City's participation in the CRS Program of the NFIP. The Consultant will help guide the City with the CRS Program application procedures. Should the City require additional assistance with CRS program management and implementation, this will be considered additional work and a separate agreement will be provided.

All work shall be deemed completed upon the City's adoption of the plan, following FEMA approval.

Lump Sum Fee:       \$ 25,000 (inclusive of subconsultant)

### **PAYMENT TERMS**

The Consultant will bill the Client monthly based on the following payment schedule: 20% of the Lump Sum Fee for the first month, 10% of the Lump Sum Fee following FEMA approval, and the remaining balance paid in seven (7) equal monthly payments. Payments are due upon receipt. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties, or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge or 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

### **GENERAL TERMS AND CONDITIONS**

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 3) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 4) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.

- 5) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 6) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 7) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 8) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 9) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 10) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 11) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 12) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

**PROPOSAL ACCEPTANCE**

**SUBMITTED:**

**ACCEPTED:**

**Consultant: Walter Schoel Engineering Company, Inc.**

**Client: City of Vestavia Hills**



**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** William R. Thomas

**Name:** \_\_\_\_\_

**Title:** Senior Environmental Project Manager

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

**Date:** November 10, 2014

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

**Please print or type the following information for the individual, firm or corporation responsible for payment.**

**Company:** \_\_\_\_\_

**Client or Client's authorized representative:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Client's Project Number:** \_\_\_\_\_ **Client's Purchase Order Number:** \_\_\_\_\_

## Rebecca Leavings

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**From:** Jeff Maze <jmaze@sovereigncpa.com>  
**Sent:** Tuesday, November 25, 2014 12:46 PM  
**To:** Rebecca Leavings  
**Subject:** Agenda request Patchwork Farms

Ms. Leavings,

I would like to formally request on my behalf and other members of our neighborhood, located on or near Patchwork Farms, to be placed on the agenda for the Council Meeting December 8, 2014. My address is 4613 Old Looney Mill Road. I would appreciate your verifying that you have received the request and confirm t5hat we will be on the agenda.

Thank you for your assistance and Happy Thanksgiving!

Jeff W. Maze, CPA, MA  
Partner

### **SOVEREIGN CPA GROUP, LLC**

Two Chase Corporate Drive, Suite 40  
Birmingham, Alabama 35244

#### **Mailing Address:**

Post Office Box 361490  
Birmingham, AL 35236

Telephone-- Office 205.402.4245

Telephone-- Direct 205.271.8505

Telephone-- Cell 205.568.2885

**Facsimile-- Toll Free-- 1.866.229.1120**

*NOTICE: This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.*

*Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, Sovereign CPA Group, LLC would be pleased to perform the requisite research and provide you with detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.*



**ORDINANCE NUMBER 2544**

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

**WHEREAS**, on the 11th day of August, 2014, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2429 Dolly Ridge Road  
Lila P. Williams, Owner(s)

A Portion of Lot 36, Rocky Ridge Estates as recorded in Map Book 28, Page 78, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows:

The Point of Beginning being the SW Corner of Lot 35 in said survey; thence run North along the West line of said Lot 35 for a distance of 289.04 feet to a crimped iron found on the South ROW of Dolly Ridge Road, having a 50.0 feet ROW; thence deflect 89 degrees 52' to the left and run 48.39 feet along said ROW to a point, being the PC of a curve having a delta of 39 degrees 54' and a radius of 130.58; thence deflect 19 degrees 59' 30" to the left and run 72.19 feet along said ROW to a point, being the PT of said curve; thence deflect 19 degrees 59' 30" to the left and run 97.15 feet along said ROW to a point, said point being the PC of a

curve having a delta of 39 degrees 58' and a radius of 137.5; thence deflect 30 degrees 56' 00" to the right and run along said ROW for a distance of 9.80 feet to a capped rebar found L S 8759; thence deflect 83 degrees 35' 55" to the left and run 190.30 feet to a rebar found; thence deflect 84 degrees 17' 09" to the left and run 192.48 feet to a crimped pipe found, said point being the Point of Beginning.

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

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

**ADOPTING and APPROVED** this the 22<sup>nd</sup> day of December, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

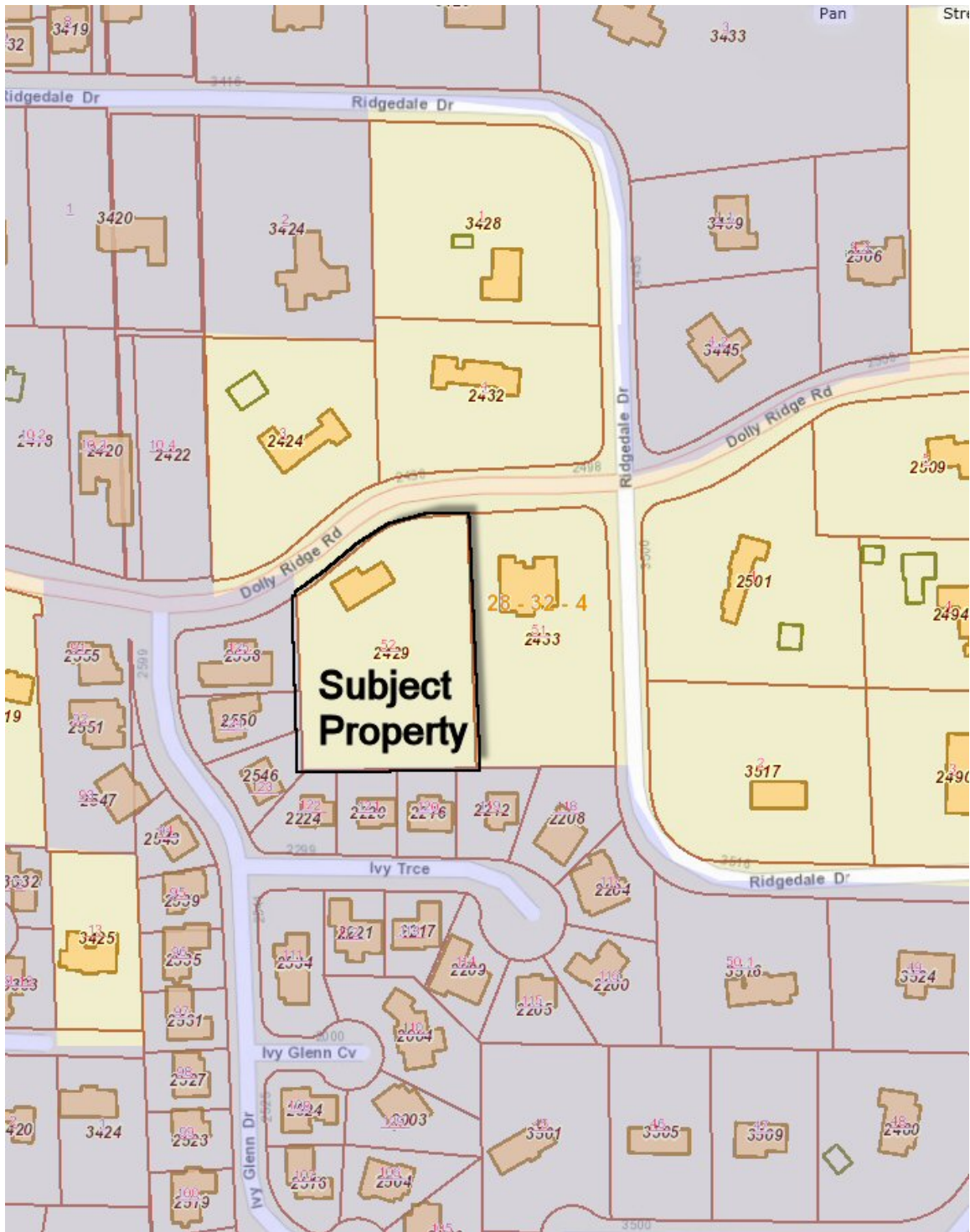
Rebecca Leavings  
City Clerk

**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 # 2544 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 22<sup>nd</sup> day of December, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Rebecca Leavings  
City Clerk



**PARCEL #:** 28 00 32 4 001 052.000 [ 111-D- ] Baths: 1.0 H/C Sqft: 1,428  
**OWNER:** WILLIAMS LILA P 18-034.0 Bed Rooms: 3 Land Sch: L1  
**ADDRESS:** 2429 DOLLY RIDGE RD VESTAVIA AL 35243-4637 Land: 104,400 Imp: 64,200 Total: 168,600  
**LOCATION:** 2429 DOLLY RIDGE RD BHAM AL 35243 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2013 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS [MAPS](#)

**SUMMARY**

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE: X	LAND VALUE 10%	\$104,350
EXEMPT CODE: 5-5	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE	<u>CLASS 2</u>	
AMT: \$0.00	AMT: \$0.00		
OV R ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
CLASS USE:		UTILITY WOOD OR 26WCCAV	\$1,000
FOREST ACRES: 0	TAX SALE:	BLDG 001 111	\$63,200
PREV YEAR VALUE: \$168,600.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$168,600]:	\$168,550
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$16,860	\$109.59	\$16,860	\$109.59	\$0.00
COUNTY	3	2	\$16,860	\$227.61	\$16,860	\$227.61	\$0.00
SCHOOL	3	2	\$16,860	\$138.25	\$16,860	\$138.25	\$0.00
DIST SCHOOL	3	2	\$16,860	\$0.00	\$16,860	\$0.00	\$0.00
CITY	3	2	\$16,860	\$0.00	\$16,860	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$16,860	\$85.99	\$16,860	\$85.99	\$0.00
SPC SCHOOL2	3	2	\$16,860	\$283.25	\$16,860	\$283.25	\$0.00

ASSD. VALUE: \$16,860.00

\$844.69

GRAND TOTAL: \$0.00

**FULLY PAID**

**DEEDS**

**INSTRUMENT NUMBER**

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
		2013		\$0.00
	11/2/2012	2012	WILLIAMS LILA P	\$517.10
	20001011	2000	***	\$432.99
	19991104	1999	***	\$432.99
	19981002	1998	***	\$297.87

**STATE OF ALABAMA**

JEFFERSON COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: 6/2/2014

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

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

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

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

**EXHIBIT "A"**

Part of  
LOT: ↓ 36 \_\_\_\_\_

BLOCK: \_\_\_\_\_

SURVEY: Rocky Ridge Estates \_\_\_\_\_

RECORDED IN MAP BOOK 28 \_\_\_\_\_, PAGE 78 \_\_\_\_\_ IN THE  
PROBATE OFFICE OF Jefferson \_\_\_\_\_ COUNTY, ALABAMA.

COUNTY ZONING: E-2 \_\_\_\_\_

COMPATIBLE CITY ZONING: R-2 \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

See attached.

I, Lila P. Williams the owner of 2429 Dolly Ridge Road, part of lot 36 Rocky Ridge Estates, as recorded in map book 28, page 78 in the office of the Judge of Probate of Jefferson County, Alabama (see attached legal) do hereby appoint Earl M. Gibson to act as my agent in any and all matters pertaining to the annexation and zoning of the above mentioned property on my behalf.

Lila P. Williams  
Lila P. Williams

Subscribed and sworn before me this the 2 day of JUNE, 20 14.



Christopher Jay Byrd  
Notary Public

My commission expires: 4-22-2018



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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>[Signature]</u>	Part <u>36</u> Lot <u>36</u> Block _____ Survey <u>Rocky Ridge Estates</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

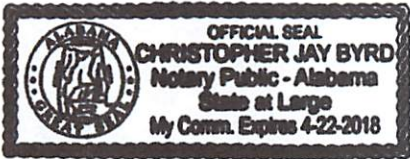
STATE OF ALABAMA

Jefferson COUNTY

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

[Signature]  
Signature of Certifier

Subscribed and sworn before me this the 2 day of JUNE, 2014.



[Signature]  
Notary Public

My commission expires: 4-22-2018

**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

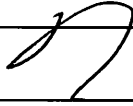



Name(s) of Homeowner(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Information on Children:**

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

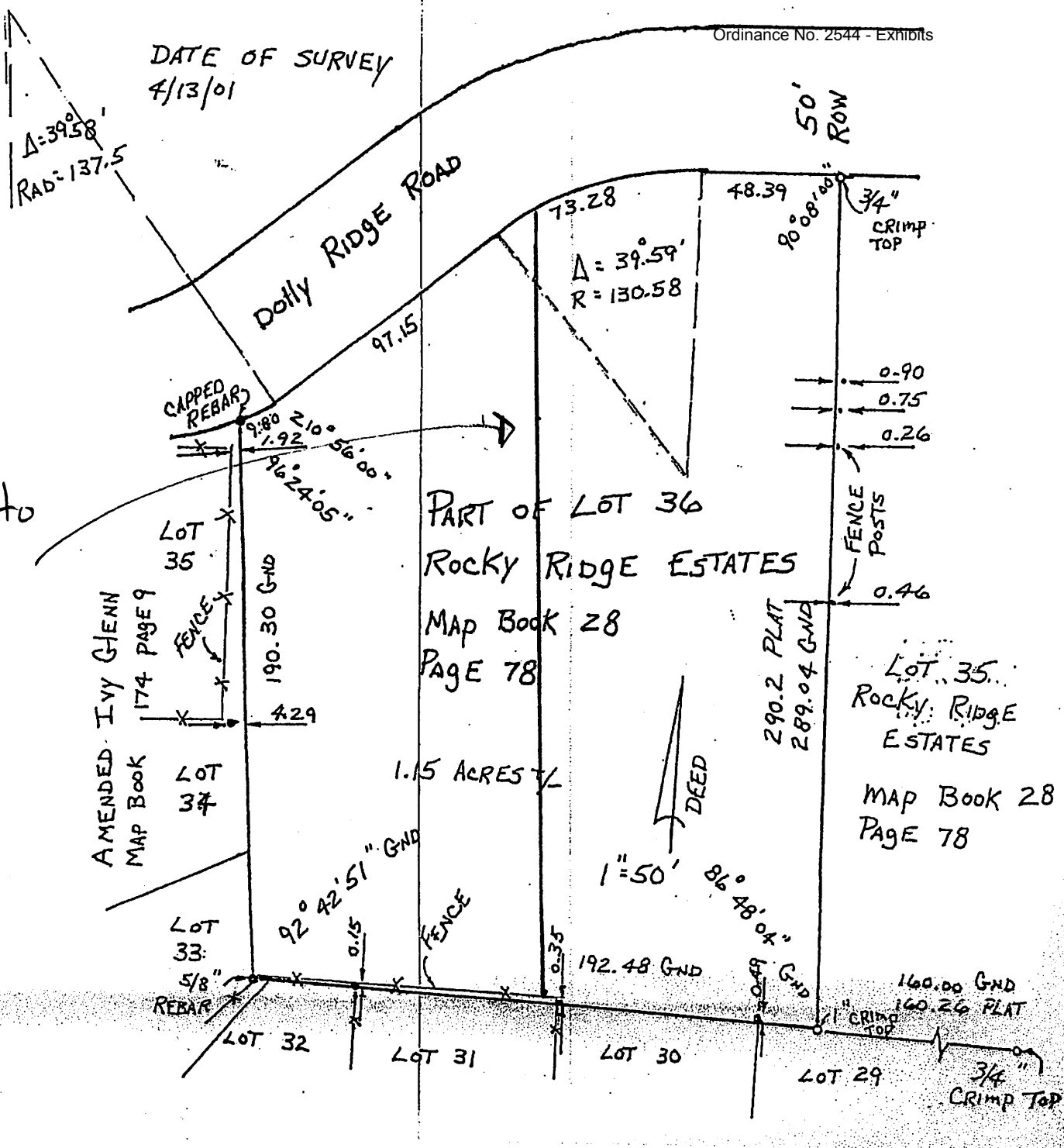
	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

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

DATE OF SURVEY  
4/13/01

$\Delta = 39^{\circ} 58'$   
RAD = 137.5

Divide  
lot into  
2 lots



I Jerry W. Cockrell a Registered Land Surveyor in the State of Alabama do hereby certify that all parts of this survey have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, to the best of my knowledge, information and belief and that I have surveyed the land shown hereon and described as follows;

Part of Lot 36, according to the map of Rocky Ridge Estates as recorded in Map Book 28 Page 78, in the office of the Judge of Probate of Jefferson County, Ala, being more particularly described as follows;

The Point of Beginning being the Southwest Corner of Lot 35 in said survey; thence run North along the West line of said Lot 35 for a distance of 289.04 feet to a Crimped Iron Found on the South Right - of - Way of Dolly Ridge Road, having a 50.0 feet Right - of - Way; thence deflect  $89^{\circ} 52'$  to the left and run 48.39 feet along said R.O.W. to a point, being the P.C. of a curve having a delta of  $39^{\circ} 54'$  and a radius of 130.58; thence deflect  $19^{\circ} 59' 30''$  to the left and run 72.19 feet along said R.O.W. to a point, being the P.T. of said curve; thence deflect  $19^{\circ} 59' 30''$  to the left and run 97.15 feet along said R.O.W. to a point, said point being the P.C. of a curve having a delta of  $39^{\circ} 58'$  and a radius of 137.5; thence deflect  $30^{\circ} 56' 00''$  to the right and run along said R.O.W. for a distance of 9.80 feet to a capped rebar found L S 8759; thence deflect  $83^{\circ} 35' 55''$  to the left and run 190.30 feet to a rebar found; thence deflect  $84^{\circ} 17' 09''$  to the left and run 192.48 feet to a crimped pipe found, said point being the Point of Beginning.

**ORDINANCE NUMBER 2545**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-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 Jefferson County E-2 (residential) to Vestavia Hills R-2 (residential):

2429 Dolly Ridge Road  
Lila P. Williams, owner(s)

A Portion of Lot 36, Rocky Ridge Estates as recorded in Map Book 28, Page 78, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows:

The Point of Beginning being the SW Corner of Lot 35 in said survey; thence run North along the West line of said Lot 35 for a distance of 289.04 feet to a crimped iron found on the South ROW of Dolly Ridge Road, having a 50.0 feet ROW; thence deflect 89 degrees 52' to the left and run 48.39 feet along said ROW to a point, being the PC of a curve having a delta of 39 degrees 54' and a radius of 130.58; thence deflect 19 degrees 59' 30" to the left and run 72.19 feet along said ROW to a point, being the PT of said curve; thence deflect 19 degrees 59' 30" to the left and run 97.15 feet along said ROW to a point, said point being the PC of a curve having a delta of 39 degrees 58' and a radius of 137.5; thence deflect 30 degrees 56' 00" to the right and run along said ROW for a distance of 9.80 feet to a capped rebar found L S 8759; thence deflect 83 degrees 35' 55" to the left and run 190.30 feet to a rebar found; thence deflect 84 degrees 17' 09" to the left and run 192.48 feet to a crimped pipe found, said point being the Point of Beginning.

**APPROVED and ADOPTED** this the 22<sup>nd</sup> day of December 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

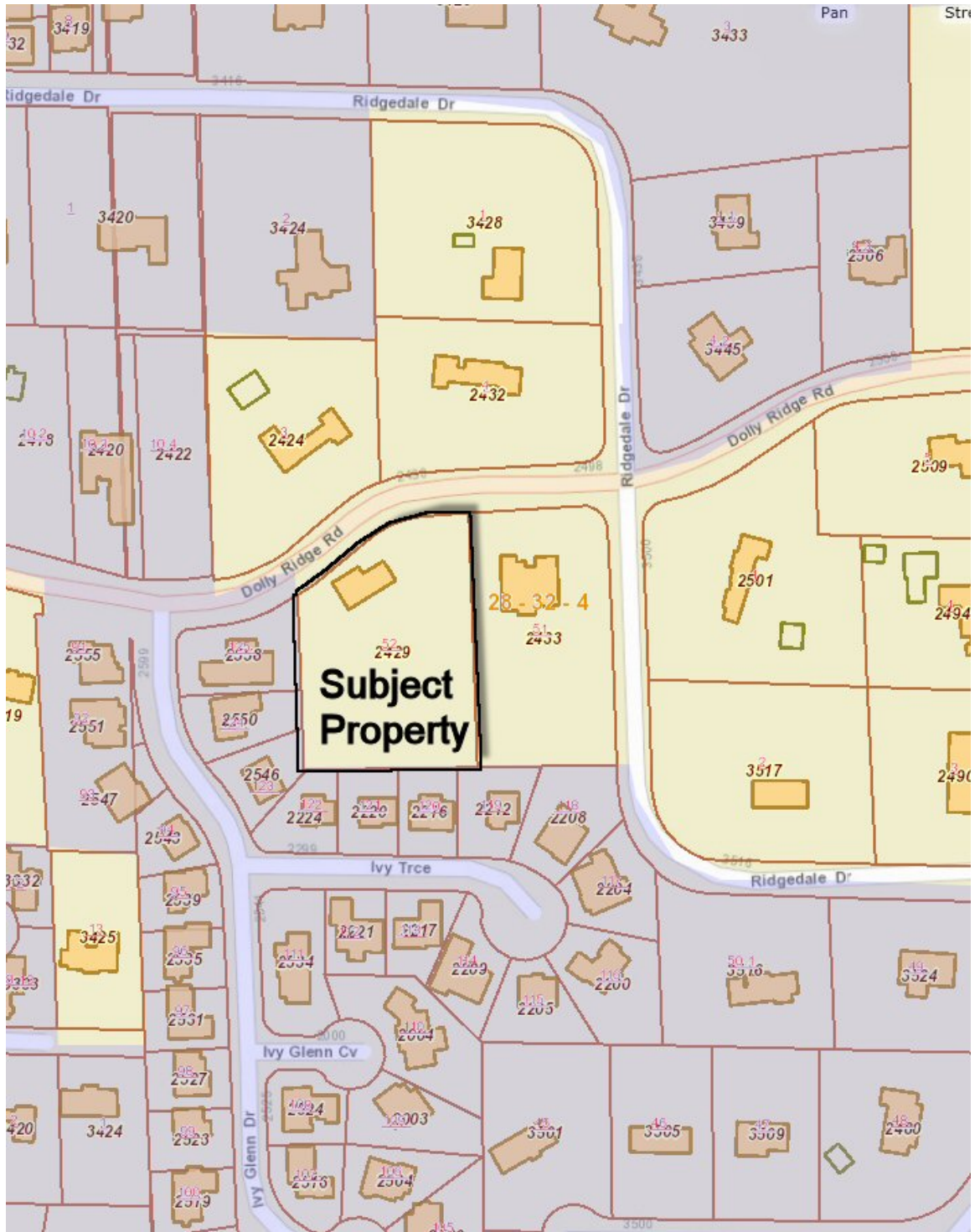
Rebecca Leavings  
City Clerk

**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 # 2545 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 22<sup>nd</sup> day of December 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Rebecca Leavings  
City Clerk



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

Date: **NOVEMBER 13, 2014**

- **CASE:** P-1014-49
- **REQUESTED ACTION:** Rezoning Jefferson County E-2 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2429 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Lila P. Williams. 3436 Crossings Way. Hoover, AL 35242
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 8/11/14 and will complete the 90 day annexation on 12/23/14. Applicant is requesting the rezoning as part of the annexation process and a future 2 lot subdivision.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Burrell made a motion to approve Rezoning of 2429 Dolly Ridge Rd. from Jefferson County E-2 to Vestavia Hills R-2 For The Purpose Of Annexation. Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. House – yes

Mr. Wolfe – yes

Mr. Larson – yes

Mr. Burrell – yes

Mr. Sharp – yes

Mr. Brooks – yes

Motion carried.



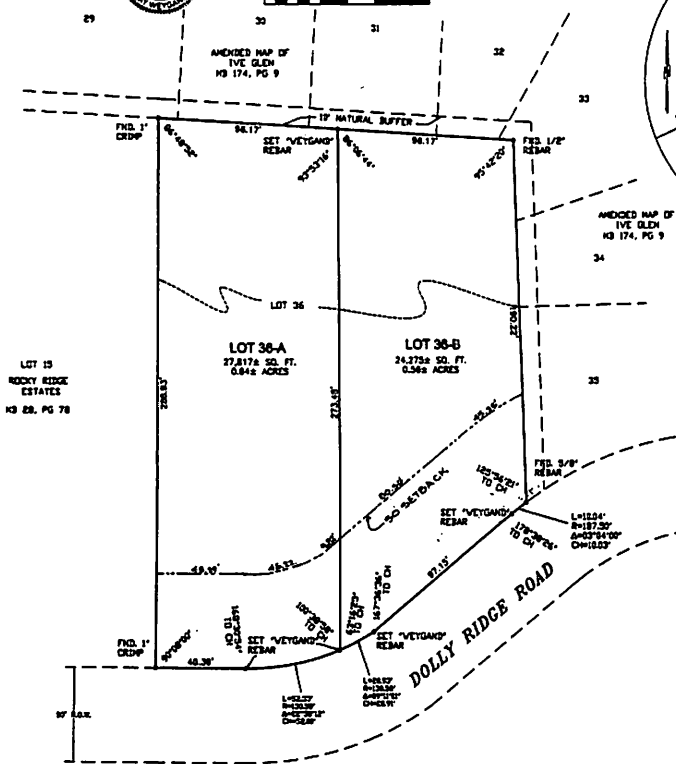
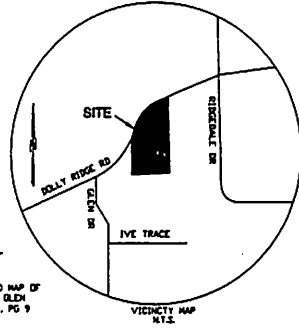
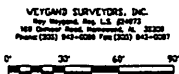
### RESURVEY OF LOT 36 ROCKY RIDGE ESTATES

BEING A RESURVEY OF THE NORTH PART  
OF LOT 36 ROCKY RIDGE ESTATES AS  
RECORDED IN MAP BOOK 22, PAGE 78 IN THE OFFICE OF PROBATE  
OFFICE, JEFFERSON COUNTY, ALABAMA  
SITUATED IN THE NW 1/4 OF THE SE 1/4 OF  
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 2 WEST,  
JEFFERSON COUNTY, ALABAMA

DATE: JULY 2014

SCALE: 1"=30'

- LEGEND**
- BL. PT. - SQUARE FOOT
  - AC. - ACRES
  - ▲ - CORNER OR LESS
  - △ - DELTA ANGLE
  - ∠ - DEFLECTION ANGLE
  - T - TANGENT
  - R - RADIUS
  - CH - CHORD
  - L - LENGTH
  - CENT. - CENTER
  - SL - SLOPING
  - M.B. - MAP BOOK
  - P.O. - POINT
  - PL. - PLAIN
  - RO. - RIGHT-OF-WAY
  - C. - CENTER SET
  - MB. - MARKER
  - C. - CENTERLINE
  - DB. - DEED BOOK
  - - NOT TO SCALE



State of Alabama  
Jefferson County)

I, the undersigned, Ray Veygard, Registered Land Surveyor, State of Alabama, and Lisa P. Williams, Owner, do hereby certify that the foregoing is a true and correct map or plat of RESURVEY OF LOT 36, ROCKY RIDGE ESTATES, showing the number and dimensions of each lot and its angles with the state of each street, avenue and other public ways and showing the relation of the land to the government survey, and that from time have been set at each corner of all lots, and that same is not subject to any mortgage. I, Ray Veygard, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

IN WITNESS WHEREOF, we have hereunto set our hands, this 30<sup>th</sup> day of July, 2014.

By: [Signature]  
Ray Veygard  
Reg. L.S. 521973

By: [Signature]  
Lisa P. Williams - Owner

By: [Signature]  
Earl H. Gibson - Agent

State of Alabama  
Jefferson County)

I, Jamie J. Miller, Notary Public in and for said County and state, do hereby certify that Ray Veygard, whose name is signed to the foregoing certificate as Land Surveyor, and who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 30<sup>th</sup> day of JULY, 2014. By: [Signature]  
Notary Public - My Commission Expires 7-7-18

State of Alabama  
Jefferson County)

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that Earl H. Gibson, whose name is signed to the foregoing certificate as Agent for Lisa P. Williams, Owner, and who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014. By: \_\_\_\_\_  
Notary Public - My Commission Expires \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
City Engineer

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Vestavia Hills Planning & Zoning Commission

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Manager and City Clerk

NOTE:  
Environmental Services Department approval indicates that easements have been dedicated for future Jefferson County sanitary sewers however this does not mean sanitary sewers have been built or will be built in the future. Any change in the Right-of-Way or Easement boundaries after this date may void this approval.

APPROVED [Signature] DATE 10/11/14  
Jefferson County Environmental Services

NOTES:  
ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, PRIVATE TELEVISION CABLE SYSTEMS, AND MAY BE USED FOR SUCH PURPOSES TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION UNLESS OTHERWISE NOTED.  
BUILDER IS RESPONSIBLE FOR THE DRAINAGE ON EACH LOT AND IN AND AROUND EACH BUILDING AND FOR SOIL CONDITIONS. THIS ENGINEER/SURVEYOR IS NOT RESPONSIBLE FOR EITHER.  
BUILDER WILL BE RESPONSIBLE FOR ADJUSTING THE LIDS OR TOP ELEVATION FOR ALL MANHOLES AND TARD BILETS ON EACH LOT.  
THE LOT OWNER/BUILDER SHALL USE APPROPRIATE METHODS, WHETHER PIPES, UNDERDRAINS, DITCHES, GRASSING OR OTHER MEANS TO PROVIDE A BUILDING SITE FREE OF SURFACE OR SUBSURFACE DRAINAGE PROBLEMS WITHOUT ADVERSELY AFFECTING ADJACENT LOTS.  
THE LOT OWNER/BUILDER SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF SANITARY SEWER SERVICE LINE OR SEPTIC TANK LOCATION PRIOR TO CONSTRUCTION OF BUILDING FOUNDATIONS.  
ELEVATION OF ALL SANITARY SEWER LATERALS TO EACH LOT SHOULD BE VERIFIED BY BUILDER PRIOR TO SETTING LOWEST FLOOR OF RESIDENCE TO BE SERVICED.  
NO HOUSE SHALL HAVE A FINISHED FLOOR ELEVATION LESS THAN TWO (2) FEET ABOVE TOP OF ANY ADJACENT STORM SEWER WITHOUT ENGINEER'S APPROVAL.  
NO FENCE SHALL IMPED THE FLOW OF WATER IN ANY DRAINAGE WAY.  
VETGARD SURVEYORS, INC. IS NOT RESPONSIBLE FOR SOIL COMPACTIONS AND DID NOT CONDUCT ANY SURFACE OR SUBSURFACE INVESTIGATIONS.  
NORTH ARROW SHOWN ON THIS MAP IS NOT TRUE NORTH AND SHOULD ONLY BE CONSIDERED AS APPROXIMATE.

**P1014-49//28-32-4-1-52**  
**2429 Dolly Ridge Rd.**  
Rezone from JC E2 to VH R2  
Lila P. Williams JCE2

Subject Property

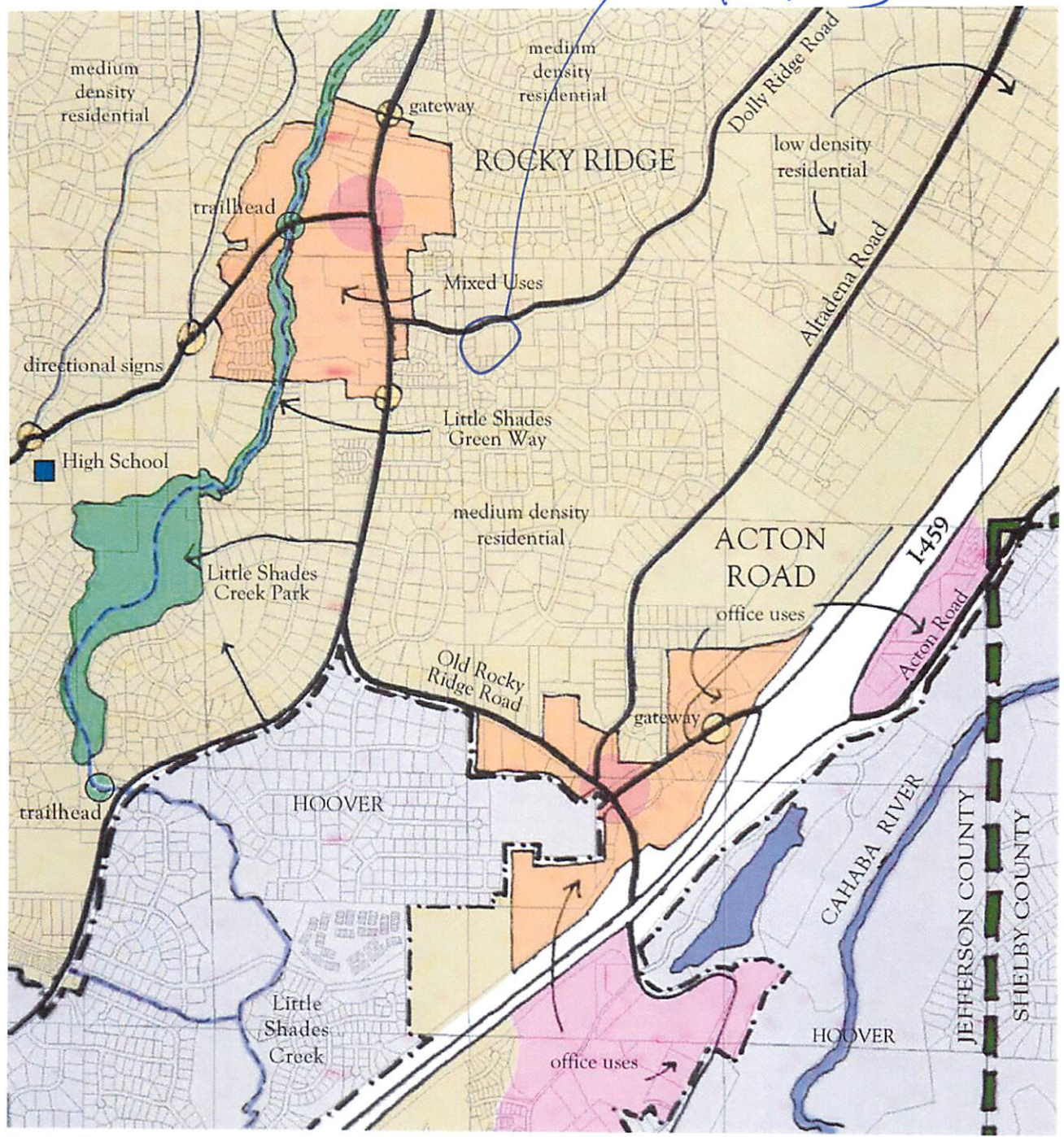


Figure 21: Rocky Ridge Road / Acton Road West Land Use Analysis

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #f0e68c; border: 1px solid black; margin-right: 5px;"></span> 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.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #f4a460; border: 1px solid black; margin-right: 5px;"></span> 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.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #e91e63; border: 1px solid black; margin-right: 5px;"></span> 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.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> 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.</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #fce4ec; border: 1px solid black; margin-right: 5px;"></span> 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.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black; margin-right: 5px;"></span> 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.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #2196f3; border: 1px solid black; margin-right: 5px;"></span> Schools - School facilities administered by the Vestavia Hills School System.</li> </ul>
---	--

## **ORDINANCE NUMBER 2550**

### **AN ORDINANCE TO PROHIBIT DISTRACTED DRIVING IN SCHOOL ZONES AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF**

**WHEREAS**, cellular telephones, music devices and fast food have all become a large part of today's culture; and

**WHEREAS**, safety concerns have risen with talking or texting on cellular phones, using Global positioning Devices (GPS) for navigation, listening to music while driving, grooming or even eating<sup>1</sup>; and

**WHEREAS**, in 2012, The U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) indicated that observational surveys show that more than 100,000 drivers are texting at any given daylight moment and more than 600,000 drivers are holding phones to their ears while driving and that there are at least 3,000 deaths annually from distraction-affected crashes in which drivers lost focus on the safe control of their vehicles due to manual, visual or cognitive distractions<sup>2</sup>; and

**WHEREAS**, the magnitude of distracted drivers in active school zones was studied and conducted with actual roadside observations by a Safe Kids coalition member and using the Wilson score method, calculated the confidence interval for driver distraction rate with the results showing that one in six drivers were distracted<sup>3</sup>; and

**WHEREAS**, the same study showed that cell phones/electronics were the leading distractor followed by eating/drinking/smoking, reaching/looking behind, grooming and reading<sup>4</sup>; and

**WHEREAS**, the safety and security of children, educators, School Resource Officers and parents are of the utmost concern for the City; and

---

<sup>1</sup> "Distracted Drivers in School Zones, A National Report; Department of Evaluation and Research Safe Kids USA"; Jurek G. Grabowski, PhD, MPH and Stephanie Goodman, MPH; p.2.

<sup>2</sup> [www.-nrd.nhtsa.dot.gov/About+NHTSA/Press+Releases/2012/U.S.=Transportation+Secretary+LaHood+Announces+Low+est+Level+Of+Annual+Traffic+Fatalities+In+More+Than=Sex+Decades](http://www.nrd.nhtsa.dot.gov/About+NHTSA/Press+Releases/2012/U.S.=Transportation+Secretary+LaHood+Announces+Low+est+Level+Of+Annual+Traffic+Fatalities+In+More+Than=Sex+Decades).

<sup>3</sup> "Distracted Drivers in School Zones, A National Report; Department of Evaluation and Research Safe Kids USA"; Jurek G. Grabowski, PhD, MPH and Stephanie Goodman, MPH;; pp 6&7.

<sup>4</sup> Ibid; p. 7

**WHEREAS**, in 2012, the Alabama State Legislature recognized and acknowledged one factor of distracted driving and adopted and approved Alabama Act Number 2012-291 which relates to texting and driving on Alabama rights-of-way; and

**WHEREAS**, the National Center for Safe Routes to School states that “unsafe driving behaviors put pedestrians and bicyclists at risk. Research indicates that the probability and severity of a crash taking place are strongly influenced by vehicle speed and driver attention.”<sup>5</sup>

**WHEREAS**, the purpose of this Ordinance Number 2550 is to create awareness, increase safety and provide for enforcement for distracted driving in school zones.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**, that the Mayor and City Council recognize the dangers of distracted driving within school zones of the City and established this regulation to protect and improve the public health and welfare as follows:

**SECTION 1. DEFINITIONS.**

As used in this Chapter, the following words and terms shall have the meanings respectively ascribed.

***Driver*** shall mean any individual in control of a motor vehicle as defined in this section.

***Distracted Driving*** shall mean any activity that could divert a person’s attention away from the primary task of driving, including, but not limited to, talking, texting, emailing or any other use of a cellular phone, tablet/Ipad or any other electronic device; reading books, newspapers, etc., pets, loud music, food, or any other distraction that might divert a driver’s attention.

***Law Enforcement Office (“LEO”)*** means any duly sworn officer of the Vestavia Hills Police Department or any officer, agent, or employee of the State of Alabama, any duly sworn officer of local government.

***Motor Vehicle*** means any vehicle powered by an internal combustion or battery-powered engine, including, but not limited to, personal and commercial cars, trucks, sport utility vehicles, golf carts, all-terrain vehicles (“ATV”), utility vehicle (“UTV”), motorcycles, motorized scooters, etc.

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<sup>5</sup> “Getting Results: SRTS Programs that Reduce Speeding and Distracted Driving”; National Center for Safe Routes To School; [www.saferoutesinfo.org](http://www.saferoutesinfo.org); p. 1.

*School Zone* means in or on the grounds of a public, parochial or private school located in the City of Vestavia Hills and within a distance of 1,000 feet from the grounds of any public, parochial or private school where designated by signage indicating “school zone”.

## **SECTION 2. OFFENSE.**

It shall be unlawful for any driver of a motor vehicle located within a school zone to drive distracted as defined in Section 1 of this Ordinance Number 2550.

## **SECTION 3. FINES AND PUNISHMENT.**

It shall be unlawful to violate any of the terms and provisions of this ordinance. Any person, firm or corporation violating any of the said terms and provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by fines and penalties as allowed by the State of Alabama for a misdemeanor violation for each such offense. Each day any violation of this ordinance shall continue shall constitute a separate offense.

## **SECTION 4. SUMMONS AND COMPLAINT.**

Pursuant to Section 11-45-9.1 of the Code of Alabama, 1975, as amended, which authorizes municipalities to issue Summons and Complaints in lieu of arrest warrants for violation of certain municipal ordinances:

(1) Any Law Enforcement Officer may issue a Summons and Complaint to any person charged with violation of this Ordinance Number 2550 and release such person from custody upon his or her written promise to appear in Vestavia Hills Municipal Court at the designated time and place as evidenced by his or her signature on the Summons and Complaint;

(2) The form of the approved Summons and Complaint shall be the Uniform Non-Traffic Citation and Complaint form, State of Alabama Unified Judicial System ARJA-20, 07/1994 or its successors.

**SECTION 5. SEVERABILITY.**

If any portion of this ordinance shall be held unconstitutional, invalid or unenforceable, such holding shall not affect the remaining portions of this chapter nor render the remaining portions of this chapter invalid, and to that end the provisions hereof are declared to be severable.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance Number 2550 shall become effective January 1, 2015 following posting/publishing as required by Alabama law.

**DONE, ORDERED, ADOPTED and APPROVED** this the 22<sup>nd</sup> day of December, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk