

**Vestavia Hills
City Council Agenda
August 27, 2018
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve Dedmon, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. Proclamation – Gynecologic Cancer Awareness Month – September 2018
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – Melvin Turner III, Finance Director
10. Approval of Minutes – August 13, 2018 (Regular Meeting)

Old Business

11. Resolution Number 5081 – A Resolution to adopt the 2018 City of Vestavia Hills Floodplain Management Plan (*public hearing*)
12. Ordinance Number 2781 – An Ordinance Authorizing The Mayor And City Manager To Enter Into An Agreement With Alabama Department Of Transportation For Project #TAPAA-TA18(911); CPMS#100068361; Sidewalk From Merryvale Road To The Future Community Building and Connecting To The Existing Sidewalk On Mayland Lane (*public hearing*)

New Business

13. Ordinance Number 2787 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Second Amendment to PCS Site Agreement With STC Five LLC, For Lease Property Located On Montgomery Highway; Allen Grier, Real Estate Specialist, Crown Castle, Representing
14. Resolution Number 5086 – A Resolution Authorizing The City Manager To Execute And Deliver Agreements With ALDOT For Improvements In Rights-Of-Way At Wald Park
15. Resolution Number 5087 – A Resolution Authorizing The City Manager To Execute And Deliver Applications To Jefferson County Environmental Services For Improvements To The Sewer System At Wald Park

New Business (Unanimous Consent Requested)

16. Resolution Number 5082 – A Resolution Authorizing The City Manager To Purchase And Equip A Police Department Vehicle To Replace A Vehicle Declared Totaled In A Vehicle Accident

First Reading (No Action Taken At This Meeting)

17. Ordinance Number 2783 – Annexation – 90-Day Final – Gresham School Campus; Vestavia Hills Board of Education, Owners (*public hearing*)
18. Ordinance Number 2784 – Rezoning – Gresham School Campus – Rezoning From Jefferson County Institutional-1 To Vestavia Hills Institutional For Annexation; Vestavia Hills Board Of Education, Owners (*public hearing*)
19. Ordinance Number 2785 – Annexation – 90 Day Final – 2424 And 2732 Dolly Ridge Road; Lots 15, 18 And The South 25’ Of Lot 17, Rocky Ridge Estates; Thornton Construction (*public hearing*)
20. Ordinance Number 2786 – Rezoning - 2424 And 2732 Dolly Ridge Road; Lots 15, 18 And The South 25’ Of Lot 17, Rocky Ridge Estates; Rezone From Jefferson County E-2 To Vestavia Hills R-2 For Construction Of 4 Homes; Thornton Construction (*public hearing*)
21. Resolution Number 5083 – A Resolution Approving The Final 10% Of The 2017-2018 Budget For The City Of Vestavia Hills And Authorizing The City Manager To Purchase Certain Capital Items And Expense Said Items To The FY18 Fiscal Year (*public hearing*)
22. Ordinance Number 2788 – An Ordinance Approving A General Fund Budget, A Special Funds Budget, A Capital Projects Funds Budget And An Infrastructure And Community Spaces Fund Budget For The City Of Vestavia Hills For The Period Of October 1, 2018 Until September 30, 2019 (*public hearing*)
23. Resolution Number 5084 - A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Sain Associates For Services Related To Designing The Community Spaces Connector Sidewalk TAP Project (*public hearing*)
24. Resolution Number 5085 – A Resolution accepting a bid for Wald Park Initial Site Package (*public hearing*)
25. Citizen Comments
26. Motion For Adjournment

WHEREAS, gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 107,000 women will be diagnosed, and more than 31,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and

WHEREAS, the Laura Crandall Brown Foundation and their “State of Teal” initiative brings awareness of all GYN cancers to the people throughout the State of Alabama; and

WHEREAS, the good health and well-being of women in our state and the City of Vestavia Hills are enhanced by increased awareness of GYN cancers and their symptoms and treatments; and

WHEREAS, it is also crucial that all women in our state and the City of Vestavia Hills take an active role in learning the symptoms and risk factors associated with GYN cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages; and

WHEREAS, we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state and the City of Vestavia Hills might be spared from them in the future, and encourage all citizens to work together to raise awareness of GYN cancers;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 2018 as

GYNECOLOGIC CANCER AWARENESS MONTH

throughout Vestavia Hills and encourage all residents to work together to raise awareness of GYN cancers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 20th day of August 2018.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

AUGUST 13, 2018

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Dan Rary, Police Chief
Terry Ray, Asst. Fire Chief
Christopher Brady, City Engineer
Umang Patel, Court Director
Keith Blanton, Building Official
Taneisha Tucker, Library Director

Jim Cartledge, Vestavia Hills Chaplain followed by the Pledge of Allegiance

ANNOUNCEMENTS, GUEST RECOGNITION

- David Wheeler, candidate for House District 47, introduced himself and asked for support in the November general election.
- Mr. Pierce welcomed Mark McCoy and Jeff Florio, Vestavia Hills Chamber of Commerce members, who were in attendance representing the Chamber.
- Mr. Pierce thanked the Chamber for the annual Back to School in the Hills event which was held on August 10 at the Cahaba Heights ballfields. It was a great event.

PROCLAMATION

The Mayor presented a proclamation for National Senior Citizens Day August 21, 2018. Mr. Downes read the Proclamation aloud and the Mayor presented it to the following Senior Leaders:

- Anne Boston, Chairperson
- Nancy Ekberg
- Reba Williams
- Terri Leslie
- JoAnne Mote
- Elise Bodenheimer
- Melanie Perry
- Charlotte Laggy
- Tom Laggy
- Regina Smith
- Shelia Bruce
- Butch Zaragoza

Julie Harper, Civic Activities Coordinator, stated that the celebration will be on August 20, 2018 beginning at 4 PM here at City Hall. Everyone is invited.

PROCLAMATION

The Mayor presented a proclamation for Coach Buddy Anderson Day, August 13, 2018. Mr. Downes read the Proclamation aloud. The Mayor explained that Coach Anderson could not attend the meeting tonight to receive this Proclamation because he is always at practice. The Mayor stated that we all owe Coach Anderson congratulations for his contributions. The Proclamation will be presented to him at the first pep rally of the season.

CITY MANAGER'S REPORT

- Mr. Downes presented the FY 2019 fiscal year budget. He stated that the Council can discuss the proposed budget with him and the department heads next Monday at the work session. He read the highlights of the budget including revenues and expenditures. The proposed budget allows employee merits and includes a proposed 3% COLA. This also includes the Community Spaces revenues and projects, etc. Mr. Downes explained the priorities of the budget to ensure timely infrastructure improvements, analyzing the employee rating within the Jefferson County Personnel Board, etc.

COUNCILOR REPORTS

- Mrs. Cook reiterated that the proposed budget is posted on the City's website, Finance Department. She stated that she is pleased to see a proposed COLA and that Vestavia Hills has some of the best employees. She also indicated that she is glad to see a proposed capital plan along and a paving plan to provide for annual paving of roads to ensure repaving is done on a more consistent basis in the future.
- Mrs. Cook stated that, based on a parent suggestion, she would like to put together a "Safe Walk to Schools" initiative to encourage children to walk to school and provide safe routes for all school children.
- Mrs. Cook stated that Dr. Freeman will be presenting the State of the Schools address at the Chamber luncheon tomorrow. She stated she invited PTO Presidents from all the schools and will be hosting them. She encouraged everyone to attend.
- Mr. Pierce commended the presentation of the proposed budget and indicated that this is a great City and that is reflected in the proposed budget.
- The Mayor stated that the City just went through a \$50 million bond issue. After a review of City finances, both the Moody AAA rating and Fitch AA+ rating remained unchanged. In addition, the City's Fitch outlook rating went from Stable to a Positive. He commended the City Manager and his staff for this financial strength.
- The Mayor thanked the Senior Citizens' groups for the promotion of the Crimes against the Elderly held last week which was a very good seminar.
- The Mayor stated that Zach Hamrick was recently critically injured in an automobile accident back in June. He was released to go back home just last week and he encouraged everyone to continue to pray for his recovery.
- The Mayor stated that the Vestavia Voice that Vestavia Hills has been recognized again as the Safest City in Alabama for populations over 30,000. He commended Chief Rary and his staff for keeping the City staff.
- The Mayor announced that the Veterans Day ceremony in November is being organized. There'll be two opportunities to celebrate, one in Cahaba Heights and the other at City Hall. The dates will be forthcoming.
- Mr. Head stated that the Parks and Recreation next work session will be held on Friday at noon.

APPROVAL OF MINUTES

The minutes of July 16, 2018 (Work Session) and July 23, 2018 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the July 16, 2018 (Work Session) and approve them as presented was by Mrs. Cook and second by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

MOTION Motion to dispense with the reading of the minutes of the July 23, 2018 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Weaver. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 2775

Ordinance Number 2775 – Rezoning – A Portion Of 1280 Montgomery Highway; Rezone From Unzoned To VH B-2 (General Business District); City Of Vestavia Hills, Owner (public hearing)

Mr. Weaver stated that this came before the Commission last June. He stated that the major part of this property was rezoned for a commercial development. This request would be to rezone a small section of the property to commercial for a larger lot unanimously recommended for approval from the Commission.

Mr. Downes gave brief background of the request which would allow two retail building sites.

MOTION Motion to approve Ordinance Number 2775 was by Mr. Weaver seconded by Mrs. Cook.

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

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

RESOLUTION NUMBER 5069

Resolution Number 5069 – Vacation – A Portion Of Right-Of-Way Of Waldrige Road; City Of Vestavia Hills, Owner (public hearing)

MOTION Motion to approve Resolution Number 5069 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes gave a brief background of the above referenced project and indicated that a request to vacate a portion of right-of-way in order correct the varying width of ROW. He stated this would allow a more consistent ROW for access around the development and Wald Park. He

indicated that a plat will be recorded to dedicate a larger ROW to the City to reconnect with Highway 31.

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

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

RESOLUTION NUMBER 5070

Resolution Number 5070 – A Resolution Determining The Value Of Right-Of-Way Vacated By Resolution Number 5069 (public hearing)

MOTION Motion to approve Resolution Number 5070 was by Mrs. Cook seconded by Mr. Weaver.

Mr. Downes gave a brief background stating that the value of this property would be negated by the ROW being rededicated.

Mrs. Cook asked about the method of valuation.

Mr. Downes stated that the City Clerk valued it and found that the dedication valued more than the vacation.

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

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

ORDINANCE NUMBER 2779

Ordinance Number 2779 - An Ordinance To Establish A Pretrial Diversion Program For The Municipal Court Of The City Of Vestavia Hills, Alabama Pursuant To The Authority Granted By Ala. Code 1975, Section 12-14-90 (public hearing)

MOTION Motion to approve Ordinance Number 2779 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Boone explained that the State of Alabama allows cities to establish this requested pretrial diversion program.

Umang Patel, Court Director, explained the proposed program which allows a defendant to enter into a specific program and, upon completion, would not have a charge on his record.

Mrs. Cook asked if the Council is approving this specifically or allowing the Judge to choose the program. Mr. Patel stated this is the guide and the Judge, Prosecutor and he will work together to develop the specific programs.

Mrs. Cook stated that in Section 5 defines when a defendant is not eligible for the program. She questioned the word “serious” as opposed to any physical injury. Mr. Patel explained that phrase was directly from the State and explained how it would be used.

Mrs. Cook asked about domestic violence situations and civil liabilities. Mr. Patel and Mr. Boone explained.

Mrs. Cook asked about alcohol testing and indigent fees. Mr. Patel stated that interlocks and testing is mandatory and that the State provides funding for indigent fees.

Mr. Pierce stated that a person might not be admitted if he has a CDL. Mr. Patel stated that is a requirement through the Federal Government and roadway funding.

Mr. Weaver commended Mr. Patel for his work in reorganizing the Municipal Court.

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

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

NEW BUSINESS

RESOLUTION NUMBER 5078

Resolution Number 5078 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property By The City Manager

MOTION Motion to approve Resolution Number 5078 was by Mr. Pierce seconded by Mr. Weaver.

Mr. Downes stated that this was a Ford Explorer that was involved in an accident and will be replaced.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5079

Resolution Number 5079 – Alcohol License – Komija LLC d/b/a Masaman Thai Kitchen For An 040 – Retail Beer (On Or Off Premises) And An 060 – Retail Table Wine (On Or Off Premises) License; Rudy Rusmin, Executive (public hearing)

MOTION Motion to approve Resolution Number 5079 was by Mr. Pierce seconded by Mr. Weaver.

Mr. Downes stated this was reviewed and cleared by the police.

Rudy Rusmin explained the business and his request to add a beer and wine license.

Mr. Pierce asked about the training of employees.

Mr. Rusmin explained that they participate in the responsible vendor program, recertifying every couple of years along with use of an on-site inventory and auditing system.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5080

Resolution Number 5080 – Accepting A Bid For Custodial Services For The Vestavia Hills Civic Center And City Hall

MOTION Motion to approve Resolution Number 5080 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this is a 3-year contract for custodial services for the City Hall and Civic Center. Four bids were submitted and this request represents the lowest bidder.

Mr. Pierce asked about the term of the contract. Mr. Downes stated it is 3-year contract which commences October 1.

Mrs. Cook asked about what happens if the vendor isn't responsible. Mr. Boone explained.

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

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

ORDINANCE NUMBER 2782

Ordinance Number 2782 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Supplemental Agreement Number 2 With The State Of Alabama Acting By And Through The Alabama Department Of Transportation Amending An Agreement Dated April 18, 2008 For Vestavia Hills Pedestrian Walkway Including The Wald Park Pedestrian Crossover On US-31. Project DE-IBRD-A104(916), CPMS Reference Number 100050996

MOTION Motion to approve Ordinance Number 2782 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes gave a brief background of this request whereby the funding was approved previously by the Council. This allows the execution of the agreements.

Discussion ensued regarding the timing of the project.

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

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

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on August 27, 2018, at 6:00 PM.

- Resolution Number 5081 – A Resolution to adopt the 2018 City of Vestavia Hills Floodplain Management Plan (*public hearing*)
- Ordinance Number 2781 – An Ordinance Authorizing The Mayor And City Manager To Enter Into An Agreement With Alabama Department Of Transportation For Project #TAPAA-TA18(911); CPMS#100068361; Sidewalk From Merryvale Road To The

Future Community Building and Connecting To The Existing Sidewalk On Mayland Lane (*public hearing*)

CITIZEN COMMENTS

None.

At 7:03 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 7:04 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5081

**A RESOLUTION TO ADOPT THE 2018 CITY OF VESTAVIA HILLS
FLOODPLAIN MANAGEMENT PLAN**

WHEREAS, the National Flood Insurance Program (NFIP) makes federally-supported flood insurance available for purchase to property owners and renters in communities that maintain minimum regulatory requirements for development in regulatory flood zones; and,

WHEREAS, the Community Rating System (CRS) reduces flood insurance premiums 5% for each improvement in CRS Class - from Class 9 through Class 1 - for NFIP policy holders in those CRS communities that do more than implement the minimum NFIP regulatory requirements; and,

WHEREAS, the City of Vestavia Hills desires to participate in the CRS Program and, in so doing, provide NFIP insurance premium reductions to policy holders; and,

WHEREAS, the Federal Emergency Management Agency (FEMA) awarded a planning grant funded through the FEMA Flood Mitigation Assistance (FMA) grant program to the City of Vestavia Hills to partially fund the preparation of the 2018 City of Vestavia Hills Floodplain Management Plan (Plan); a copy of said plan is marked as Exhibit A attached to and incorporated into this Resolution Number 5081 as though written fully therein; and,

WHEREAS, the City of Vestavia Hills Floodplain Management Planning Committee directed the completion of the Plan, which assesses the risks of flooding and guides the City's ongoing flood hazard mitigation activities and participation in the NFIP and CRS; and,

WHEREAS, the Floodplain Management Planning Committee recommends that the Plan be adopted by the City Council; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS that the 2018 City of Vestavia Hills Floodplain Management Plan is hereby adopted and immediately made effective.

BE IT FURTHER RESOLVED that a copy of this resolution shall be maintained in the Office of the Clerk of the City of Vestavia Hills.

ADOPTED this the 27th day of August, 2018.

Rusty Weaver
Mayor Pro-Tem

Attested:

Rebecca Leavings
City Clerk

FMP Committee Meeting
2018 City of Vestavia Hills Floodplain Management Plan

Executive Conference Room
Vestavia Hills City Hall
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Tuesday, July 31, 2018
10:00 AM – 11:00 AM

Members Present:

Christopher Brady, Floodplain Manager/City Engineer
Keith Blanton, Building Official
Conrad Garrison, City Planner
Scott Key, Fire Marshal

Others Present:

Lori Beth Kearley, Asst City Engineer
Wendy Dickerson, Deputy City Clerk/GIS
Cinnamon McCulley, Communications Specialist
James Coleman, Police Dept/ Code Enforcement
Jim Lehe, Lehe Planning

Meeting Minutes

- Call to Order by Chairman Brady and opening remarks
- Mr. Brady provided review and summary of planning process, and presentation of draft plan
- Mr. Brady summarized public comments
- Mr. Lehe explained integration of final documents into appendix
- **Motion to approve final documents for recommendation of acceptance by City Council was made by Mr. Garrison, and 2nd by Mr. Blanton**
- **All approve, no nays**
- No other business, meeting adjourned by Mr. Brady at 10:30

Approved:
Christopher Brady
8/6/18

Floodplain Management Plan Committee

7-31-18

Sign-in

Sti Beth Kearley	City of Vestavia Hills	Asst. City engineer
Christopher Brady	"	City Engineer
Wendy Dickerson	"	GIS Specialist
Keith Blanton	"	Building Official
Cimmerson McCullough	"	Communications Specialist
Conrad Garrison		Zoning
James Coleman		Police
J. Key		Fire Marshal
Jim Lake	Levee Planning	

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August 20, 2018

By Regular Mail and Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Resolution Number 5081 to Adopt the
2018 City of Vestavia Hills Floodplain Management Plan

Dear Mr. Downes:

It is my understanding that the City Council will consider approval of Resolution Number 5081, which will adopt the 2018 City of Vestavia Hills Floodplain Management Plan at its regularly scheduled meeting on Monday, August 27, 2018.

I have reviewed Resolution Number 5081, together with the 2018 Floodplain Management Plan. Chapter 5 on page 5-5 of the Plan asks the question as to whether or not the City has the legal authority to implement this measure.

It is my legal opinion that the City Council has the legal authority to approve and adopt Resolution Number 5081 and the Floodplain Management Plan. I base my legal opinion upon the following statutes:

1. Title 11-45-1, *Code of Alabama, 1975*, provides that municipal corporations may adopt ordinances and resolutions to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the municipality and may enforce obedience to such ordinances.

August 20, 2018

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2. Title 41-9-166, *Code of Alabama, 1975*, authorizes municipalities in Alabama to adopt model building codes and to enlarge on the applicability of said model building codes.

3. Title 11-52-71, *Code of Alabama, 1975*, authorizes municipalities in Alabama to regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land.

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

Very truly yours,

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

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by hand/mail)

**2018
City of Vestavia Hills, Alabama**

Floodplain Management Plan



Prepared under the direction of the
City of Vestavia Hills Floodplain Management Planning Committee



With the support of the City of Vestavia Hills Engineering Department by:



In association with:



Funding provided through the
FEMA Flood Mitigation Assistance Grant Program

June 8, 2018

2018 City of Vestavia Hills Floodplain Management Plan

City of Vestavia Hills Floodplain Management Planning Committee

Christopher Brady, PE, CFM, City Engineer & Floodplain Manager, Chair
Keith Blanton, Building Official
Brian Davis, Public Services
Jeff Downes, City Manager
Conrad Garrison, City Planner
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June 8, 2018

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Chapter 1 – Introduction

- 1.1 Background
- 1.2 Purpose of Plan
- 1.3 CRS Program

1.1 Background

The City of Vestavia Hills, incorporated in 1950, is primarily located in southern Jefferson County but partially extends into northern Shelby County. It had a 2013 population estimated by the Census Bureau at 34,018 with an area approximately 19.4 square miles. Preserving natural areas and improving access to recreation is a primary focus for the City and one that can be addressed through the development of this plan.

The National Flood Insurance Program (NFIP) maintains Flood Insurance Studies for Jefferson and Shelby Counties with detailed flood data and publishes Flood Insurance Rate Maps (FIRMs) that identify areas prone to flooding. These tools form the basis for the City's participation in the National Flood Insurance Program (NFIP). Vestavia Hills has various water features, three of which have been mapped through the NFIP: Patton Creek, Little Shades Creek and the Cahaba River.

According to FEMA's most recent Flood Insurance Studies, "The City of Vestavia Hills is most susceptible to flooding in the early spring, but major flooding due to heavy rains may occur during any season. The area primarily affected is along the east side of U.S. Route 31 just upstream of the U.S. Route 31 crossing of Patton Creek. Low frequency flooding results, in part, from debris impeding flow through the box culvert spans in the U.S. Route 31 crossing. Debris impeding flow through the Interstate Route 65 culvert poses a special flood hazard to the City of Vestavia Hills. Blockage of the five box culvert spans under this roadway may increase the severity of floods of any frequency in the business district." In addition to Patton Creek, portions of Little Shades Creek have caused repetitive flooding of homes in the Meadowlawn Estates neighborhood.

At a minimum, the NFIP requires adoption and enforcement of an approved flood hazard prevention ordinance to regulate building and development of mapped flood zones. The City of Vestavia Hills has participated in the NFIP since 1981, which entitles homeowners, renters, and businesses to purchase affordable flood insurance. NFIP-backed insurance is available to all properties, not just those located in flood zones.

As of the date of this Plan, the City is not participating in the NFIP's Community Rating System Program ("CRS"). The City intends to apply following adoption of this Plan and use this Plan to guide its participation. The CRS is an incentive program whereby policy holders within a participating jurisdiction receive reduced flood insurance rates. A community receives credits for its proactive flood hazard mitigation activities

that exceed the NFIP minimum participation requirements: the more CRS credits, the higher the CRS Class.

One primary mechanism by which Vestavia Hills can receive CRS credits is through the development and implementation of this 2017 City of Vestavia Hills Floodplain Management Plan (“FMP”), which serves as a road map for improving the City’s NFIP participation. The preparation of this Plan has been made possible by a FEMA Flood Mitigation Assistance (FMA) grant awarded to the City in October of 2014.

1.2 Purpose of Plan

Through a careful and inclusive planning process, the FMP will demonstrate the following benefits:

- Identify existing and future flood-related hazards and their causes;
- Ensure that a comprehensive review of all activities and mitigation measures is conducted so that the most appropriate solutions will be implemented to address the hazard;
- Ensure that the recommended activities meet the goals and objectives of the community, are in coordination with land use and comprehensive planning, do not create conflicts with other activities, and are coordinated so that the costs of implementing individual activities are reduced;
- Ensure that the criteria used in community land use and development programs account for the hazards faced by existing and new development;
- Educate residents and property owners about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains;
- Build public and political support for activities and projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains; and
- Build a constituency that wants to see the plan’s recommendations implemented.

Chapters 3 through 6 in this Plan follow a four-phase planning approach -: I) The Planning Process, II) Risk Assessment, III) Mitigation Strategy, and IV) Plan Maintenance – and are further organized to address the ten CRS Planning Steps, as shown on the following table:

Table 1-1. Plan Organization and the CRS Planning Steps

FMP Chapters	CRS Planning Step
Chapter 1 – Introduction	
Chapter 2 – Community Profile	
Chapter 3 – The Planning Process	Step 1: Organize to prepare the plan Step 2: Involve the public Step 3: Coordinate
Chapter 4 – Risk Assessment	Step 4: Assess the hazard Step 5: Assess the problem
Chapter 5 – Mitigation Strategy	Step 6: Set goals Step 7: Review possible activities Step 8: Draft an action plan
Chapter 6 – Plan Maintenance	Step 9: Adopt the plan Step 10: Implement, evaluate, revise

1.3 CRS Program

The CRS Program is a voluntary incentive program that provides reduced flood insurance premiums to policyholders in a participating jurisdiction. The three primary goals of the CRS program are:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP; and
3. Encourage a comprehensive approach to floodplain management.

The CRS program credits floodplain management practices that go above and beyond the minimum requirements of regulating construction in designated flood zones. CRS credits are issued to communities who develop ways in which flooding threats can be reduced or minimized to existing construction, elevate new buildings above the minimum levels, protect non-NFIP mapped areas, and help insurance agents and community members with flood insurance issues, among other creditable mitigation activities.

CRS Communities can be included as one of the ten possible CRS Classes, with Class 1 receiving the most credits and providing the largest flood insurance premium reduction of 45% and Class 9 with a 5% reduction. Class 10 means the community does not participate in the CRS or has not earned the minimum required points. The CRS classes are based on completion of 19 activities organized into four categories: 1) Public Information; 2) Mapping and Regulations; 3) Flood Damage reduction; and 4) Warning and Response. The City of Vestavia Hills does not currently participate in the CRS program; however, development of this Plan allows the City to guide its future CRS standing.

Chapter 2 – Community Profile

- 2.1 History and Geographic Setting
- 2.2 Government
- 2.3 Physical Features
- 2.4 Climate
- 2.5 Demographics
- 2.6 Economy
- 2.7 Transportation

2.1 History and Geographic Setting

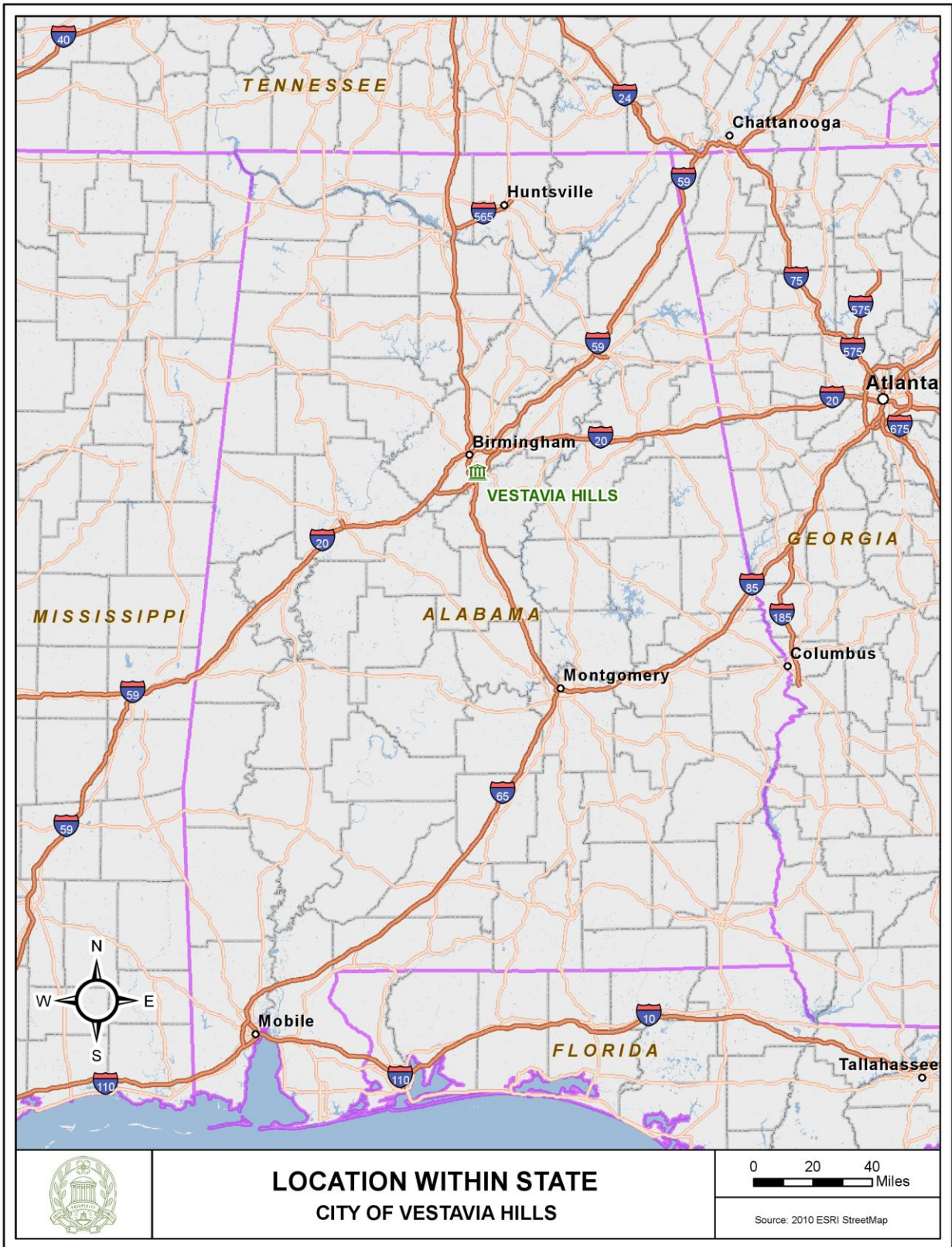
The City of Vestavia Hills was named after former Birmingham mayor George B. Ward's 20-acre estate, which was located atop Shades Mountain, at the northern edge of the city. The estate's design (built in 1925) mimicked the Temple of Vesta in Rome, hence the name Vestavia. Ward also designed Sibyl Temple after the Temple of Sibyl in Tivoli, Italy, which currently sits on the hill at US 31 South and Shades Crest Road and serves as a landmark for the city. Subdivision development began (by Charles Byrd) in 1946 and the suburb was incorporated as a city on November 8, 1950. Since then, rapid development and annexation has led to significant growth.

The City of Vestavia Hills is located in central Alabama, just south of Birmingham (Map 2-1) and encompasses 19.4 square miles (land and water). It sits atop Shades Mountain, which is part of the Appalachian Mountains. It is part of the greater Birmingham-Hoover Metropolitan Statistical Area and

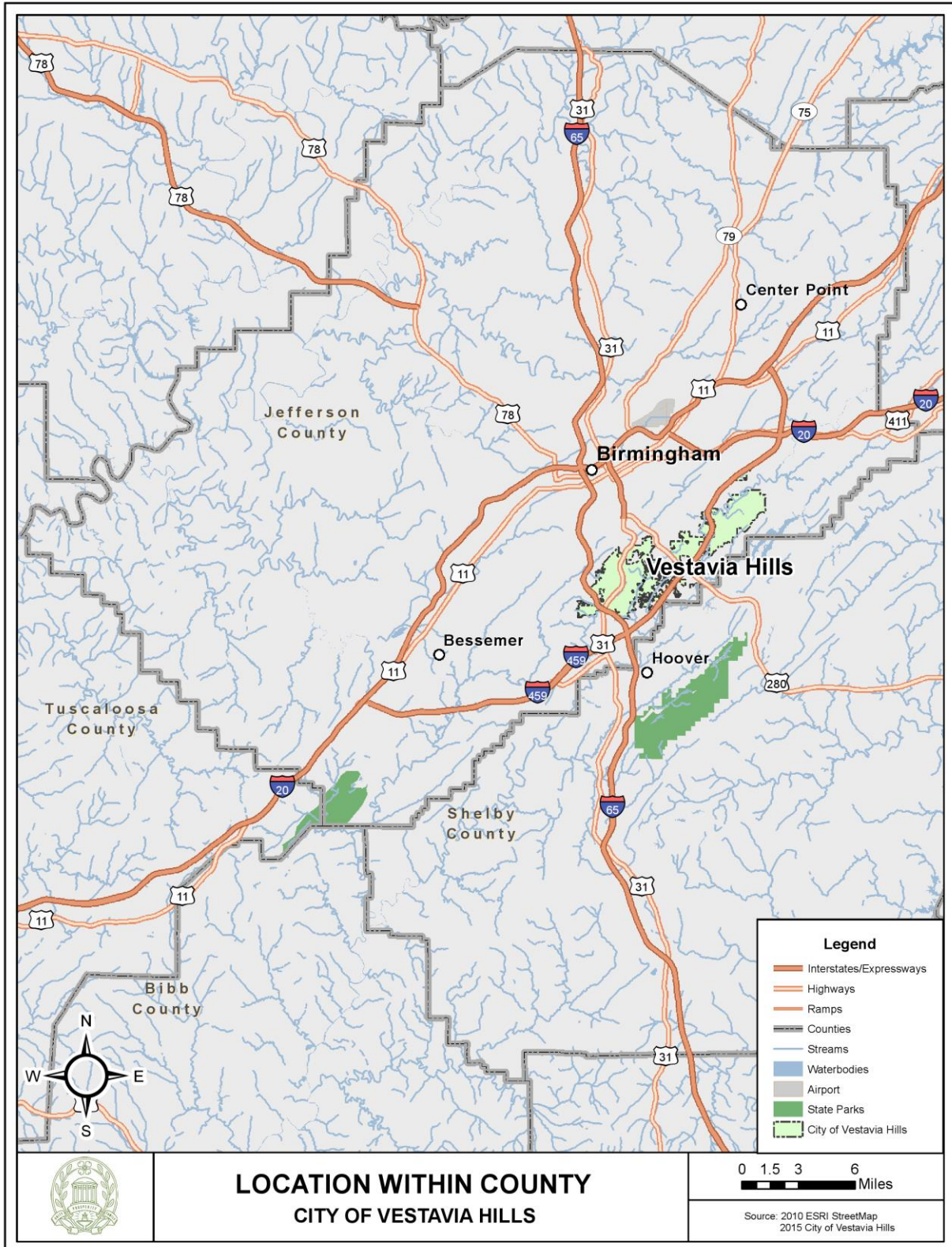


one of 22 suburbs with more than 10,000 residents. The city is primarily located in Jefferson County and also extends into Shelby County (Map 2-2).

Map 2-1. Location Within State



Map 2-2. Location Within County



2.2 Government

The City of Vestavia Hills has been governed by a council-manager form of government since November 2012, after voters approved the change in August 2010. Previously, it had been governed by a mayor-council form of government. The mayor, who presides over the city council, and four council members are voted at-large every four years. The city council meets twice a month, every 2nd and 4th Monday, at council chambers located in City Hall. A new City Hall was opened in October 2015 at its new location on Montgomery Highway.

2.3 Physical Features

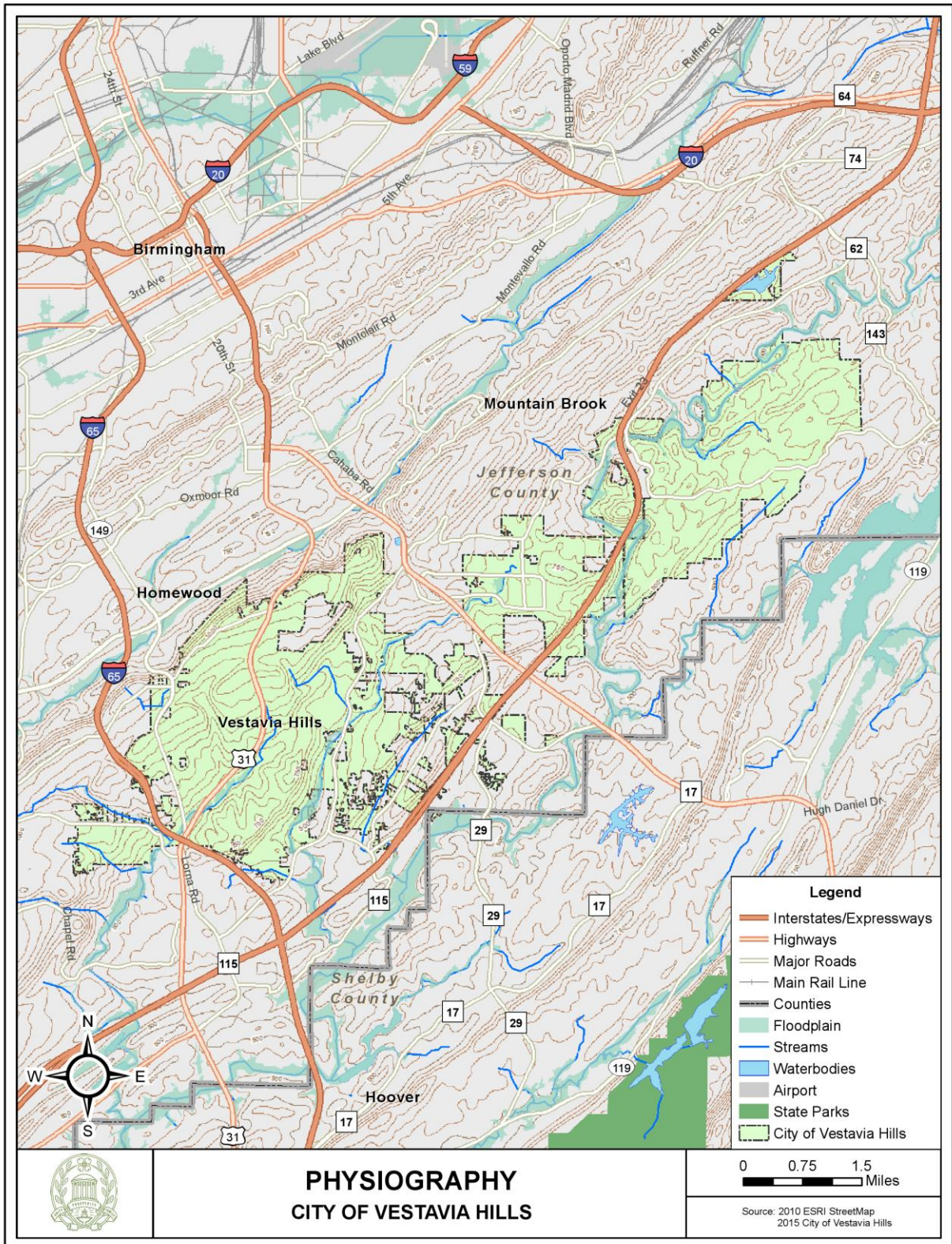
Principal riverine bodies within the City of Vestavia Hills include Patton Creek, Little Shades Creek, and the Cahaba River. The Cahaba River watershed has important implications for the city in that it encompasses the entire municipality. The watershed is delineated by Red Mountain (to the northwest) and Double Oak Mountain (to the southeast). Any drainage from these two ridgelines flows to the Cahaba River. The Cahaba River is also a major source of drinking water for the area. (Source: Vestavia Hills Comprehensive Plan)

The city's topography is such that flat areas are few and there are areas of severe slopes (15% or greater), which limit development of anything other than residential. Ridges such as Shades Mountain, Little Valley Mountain, Jones Ridge, Dolly Ridge, and Rocky Ridge run northeast to southwest and Patton Creek, Little Shades Creek, and the Cahaba River run in the valleys between. Much of the commercial development is within the City is concentrated along the US-31 corridor near Patton Creek where the topography is less severe.

The Red Mountain Geological Cut, which was responsible for creating the Red Mountain Expressway, connected Vestavia Hills to greater Birmingham. As a result, the "cut exposes geological strata spanning millions of years, including the red ore seam that spurred Birmingham's development" (Wikipedia). The cut was designated a National Natural Landmark in 1987. Rock outcrops are abundant along the ridges throughout the City, especially within the Patton Creek watershed. The soil type common to the ridges is Gorgas-Rock outcrop and has high runoff potential. The soils along the Cahaba River, specifically in the Liberty Park area are primarily Nauvoo-Montevallo Association and have a moderately low runoff potential. Other soil types such as Townley-Urban land complex and Nauvoo-Urban land complex are distributed within the City.

Map 2-3 "Physiography" shows the major physiographic features in the city, including waterbodies, floodplain, streams, and nearby state parks.

Map 2-3. Physiography



2.4 Climate

Vestavia Hill's climate is humid with mild winters and hot summers. The average annual rainfall is approximately 54 inches. The mean temperature is 45.7 degrees Fahrenheit in the winter and 79.2 degrees Fahrenheit in the summer. Spring and fall temperatures average at 63 degrees Fahrenheit. Table 2-1 shows the weather observations for the City of Vestavia Hills, based on data for the greater Birmingham area.

Table 2-1. Weather Observations

Category	Observation
Average Winter Temperature	45.7
Average Winter Minimum Temperature	35.6
Lowest Temperature (January 21, 1985)	-6
Average Summer Temperature	79.2
Average Summer Maximum Temperature	89.6
Highest Temperature (July 29, 1930)	107
Average Annual Precipitation	53.6 in
Heaviest One-Day Rainfall (December 27, 1942)	7.7 in
Average Season Snowfall	1.9 in

Source: SE Regional Climate Center, 2012 (based on data for Birmingham)

2.5 Demographics

Population Growth and Density

The City of Vestavia Hills, though not the largest city in Jefferson or Shelby counties, has experienced an increase in population over the last decade, ending in 2010. In 2010, the population of the County was 34,033, a 39% increase over the 2000 level of 24,476. Table 2-2 portrays population data for the City of Vestavia Hills in comparison to the City of Hoover, City of Homewood, Shelby County, Jefferson County and the State of Alabama. Despite a population decrease in Jefferson County, the City of Vestavia Hills experienced a significant increase from 2000 to 2010. The city's rate of increase over this ten-year period exceeds that of neighborhood jurisdictions, as well as the state. A 2013 population estimate 34,018 shows a comparable population to the 2010 Census count.

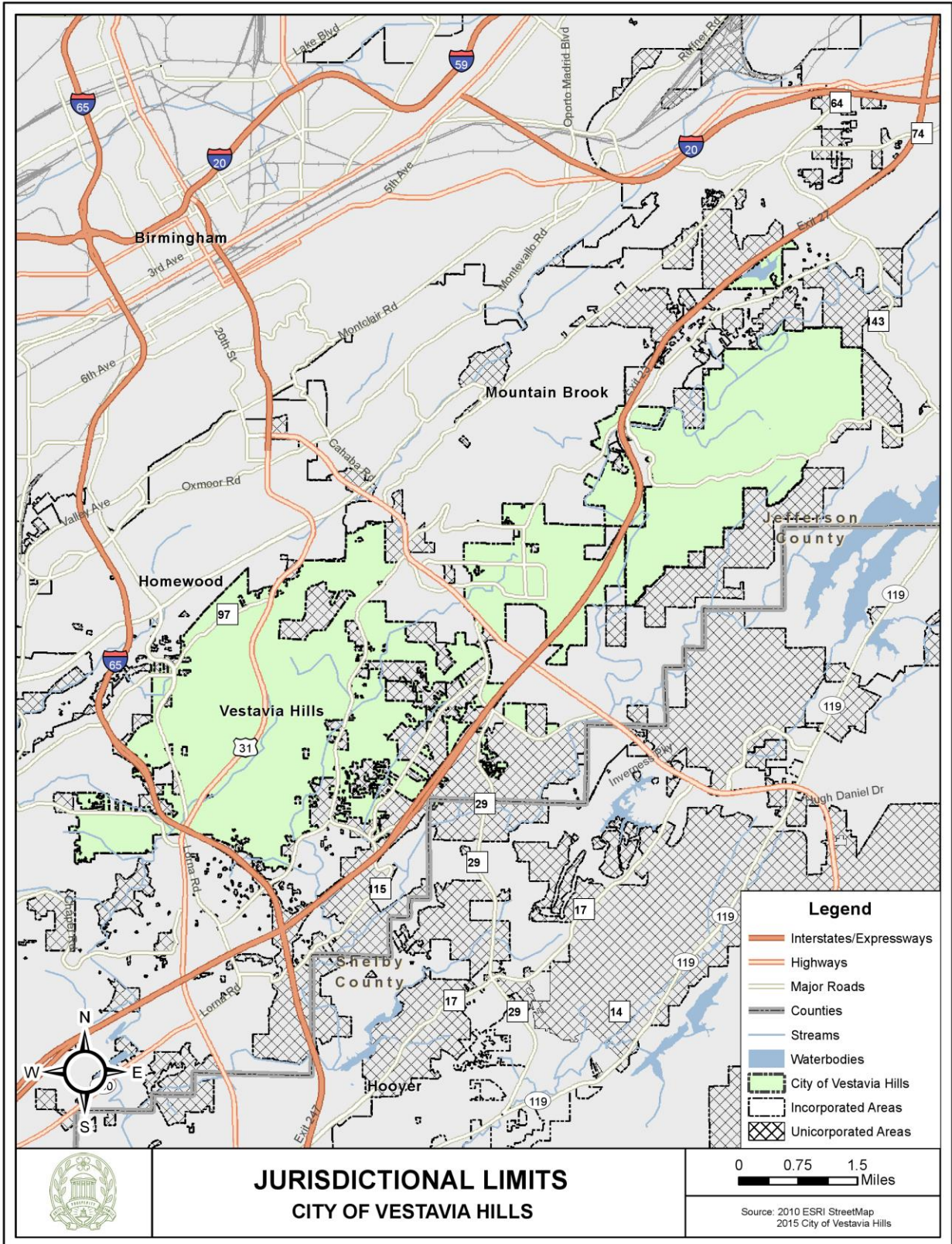
Table 2-2. Population Change from 2000 to 2010

Jurisdiction	2000	2010	Number Change	Percent Change
City of Vestavia Hills	24,476	34,033	9,557	39%
City of Hoover	62,742	81,619	18,877	30.2%
City of Homewood	25,043	25,167	124	0.5%
City of Mountain Brook	20,604	20,413	-191	-0.9%
Shelby County	142,293	195,085	52,792	37.1%
Jefferson County	662,047	658,466	-3,581	-0.5%
State of Alabama	4,447,100	4,779,736	332,636	7.5%

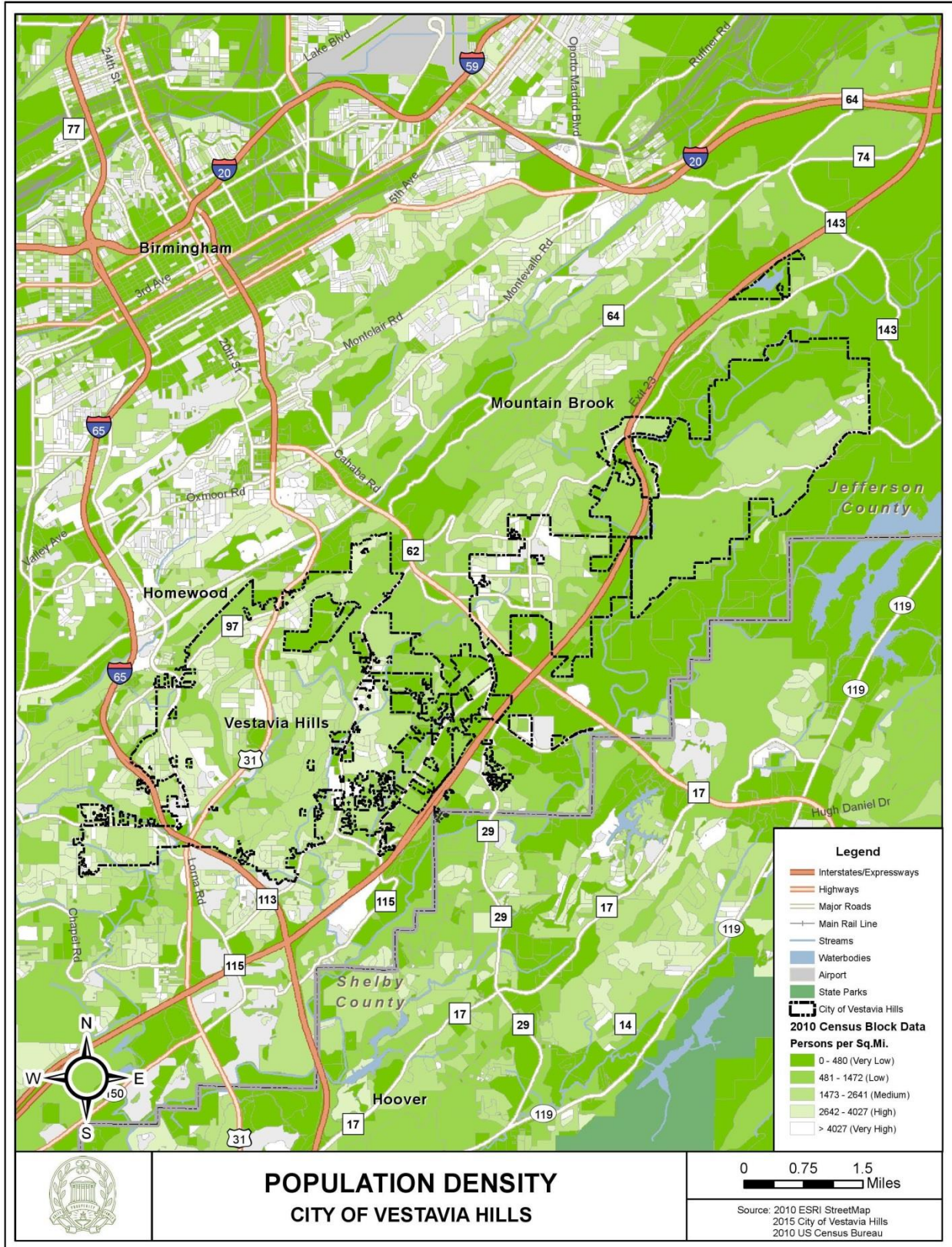
Source: U.S. Census Bureau, 2010

Map 2-4 “Jurisdictional Limits” highlights the study area in comparison to neighboring municipalities, such as Mountain Brook, Homewood, and Hoover. In contrast to Homewood and Mountain Brook but similar to Hoover, Vestavia Hills adjoins vast unincorporated areas that are potential areas for annexation, as growth expands. Map 2-5 portrays population density for the City of Vestavia Hills (2010 U.S. Census block group) and neighboring jurisdictions. Areas in the city surrounding the Highway 31 corridor have higher persons per square mile compared to areas in the northwest portion of the city limits.

Map 2-4. Jurisdictional Limits



Map 2-5. Population Density



2.6 Economy

Business and Industry

Vestavia Hills has five business districts, Vestavia North, Vestavia South, Cahaba Heights, Rocky Ridge and Liberty Park. Vestavia North and South are divided at the Vestavia Hills Civic Center on Highway 31. Vestavia North extends out to Shades Crest Road and includes the Vestavia Hills Municipal Complex, City Center, retail stores, and restaurants. Vestavia South extends to Interstate 65 and encompasses car dealerships, office parks, fast food establishments, retailers, and furniture stores. Cahaba Heights is located off of Highway 280 near the Summit Shopping Center. It includes the Altadena area, represented by unique shops and antique stores. Rocky Ridge, between Highway 280 and Interstate 459, has specialty shops, grocery and hardware stores, restaurants, offices, and boutiques and includes Dolly Creek Station, located off of Acton Road. The Liberty Park business district is a planned unit development, located off of Interstate 459 and Liberty Parkway, housing residential neighborhoods, apartment homes, recreational parks, and Prominence Shops. Top employers in Vestavia Hills (for 2013) are shown in Table 2-3.

Table 2-3. Major Employers (2013)

1. Vestavia Hills City School System
2. Vulcan Materials
3. City of Vestavia Hills
4. Life Time Fitness
5. Charter Communication
6. Publix Alabama, LLC
7. Naphcare
8. Royal Automotive
9. AirMed International
10. Darden Restaurants (Red Lobster)
11. Western Supermarkets
12. Wal-Mart Stores East LP

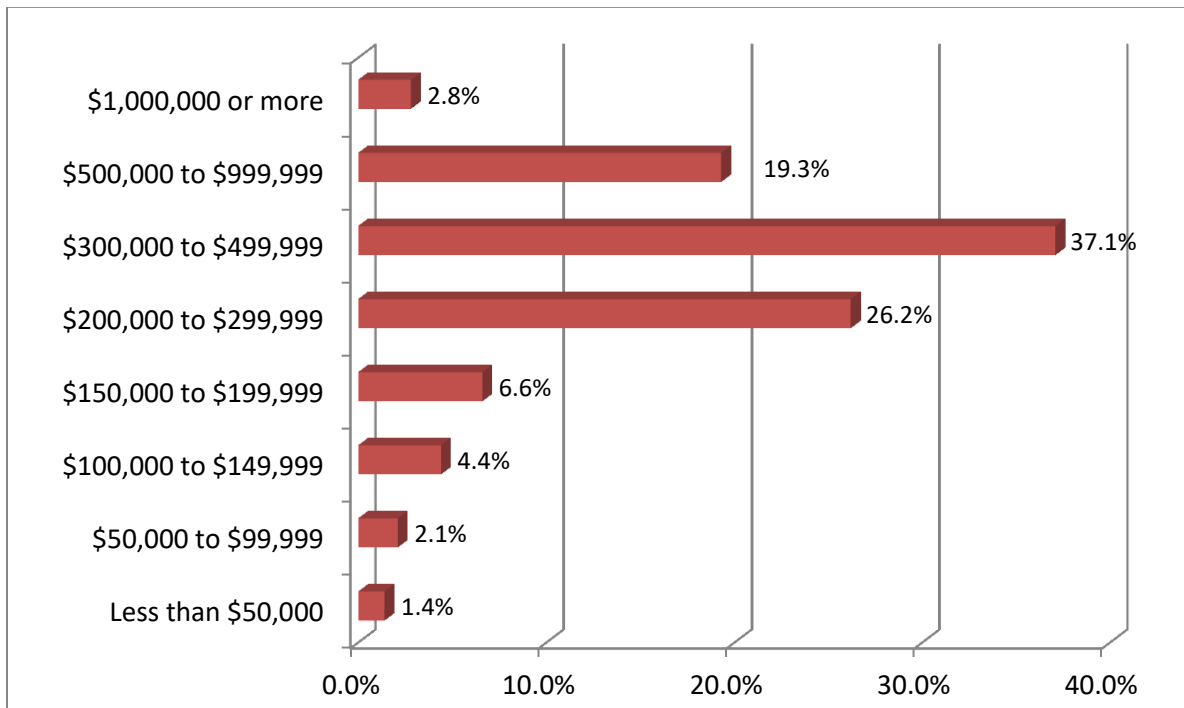
Source: Vestavia Hills Chamber of Commerce, 2013

Income and Housing

Median household income for Vestavia Hills is \$81,067 (2009-2013 American Community Survey 5-year estimates). The City’s low percentage of 5.4% percent of families living below the poverty line has little effect on housing values. American Community Survey (2009-2013) estimates approximately 14,634 housing units exist in Vestavia Hills. The majority of owner-occupied housing values fall within the \$300,000 to \$499,999 range, at 37.1%. About 26% of housing units are valued between \$200,000 and \$299,999, while 19% are valued at \$500,000 or greater (see Chart 2-1). The median value for a home in Vestavia Hills is \$338,100. This exceeds the median house value for the state by \$215,600.

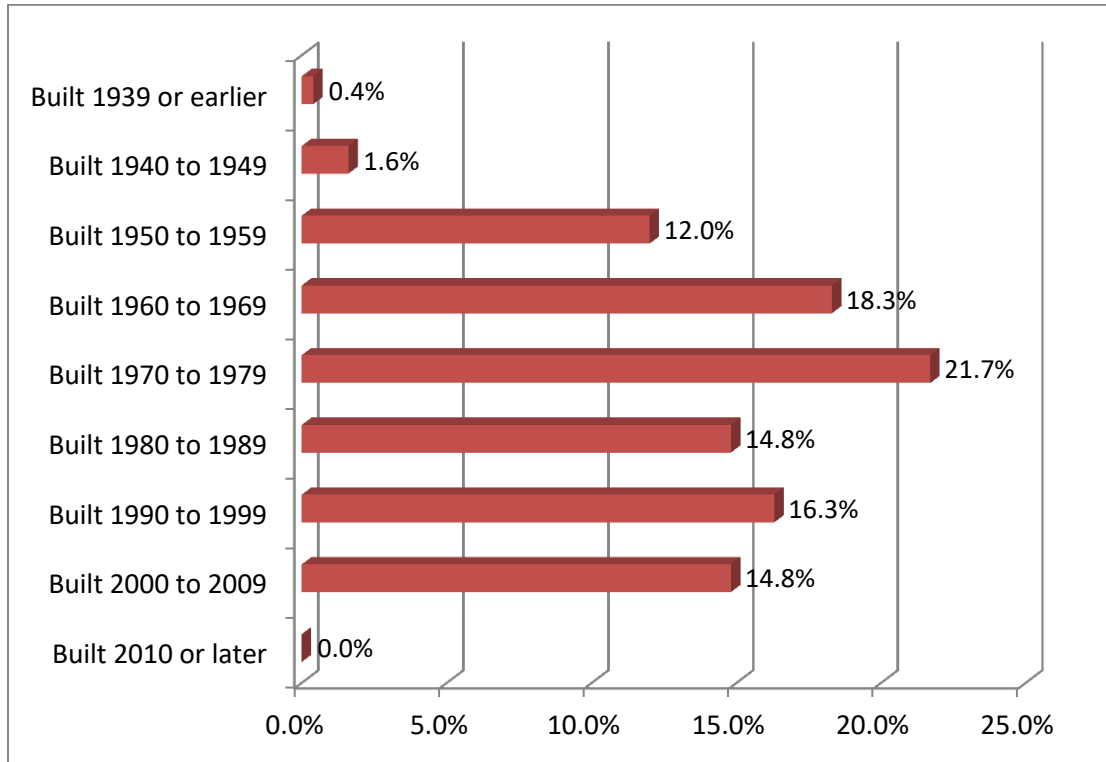
Chart 2-2 “Housing Stock by Age” shows that the majority of housing in Vestavia Hills was constructed between 1960 and 1979, comprising 40% of the total housing stock. The city has an almost equal representation of housing built from 1950 to 1959 (12%); 1980 to 1989 (14.8%); 1990 to 1999 (16.3%); and 2000 to 2009 (14.8%).

Chart 2-1. Housing Units by Value



Source: U.S. Census Bureau, 2009-2013 American Community Survey 5-year Estimates

Chart 2-2. Housing Stock by Age



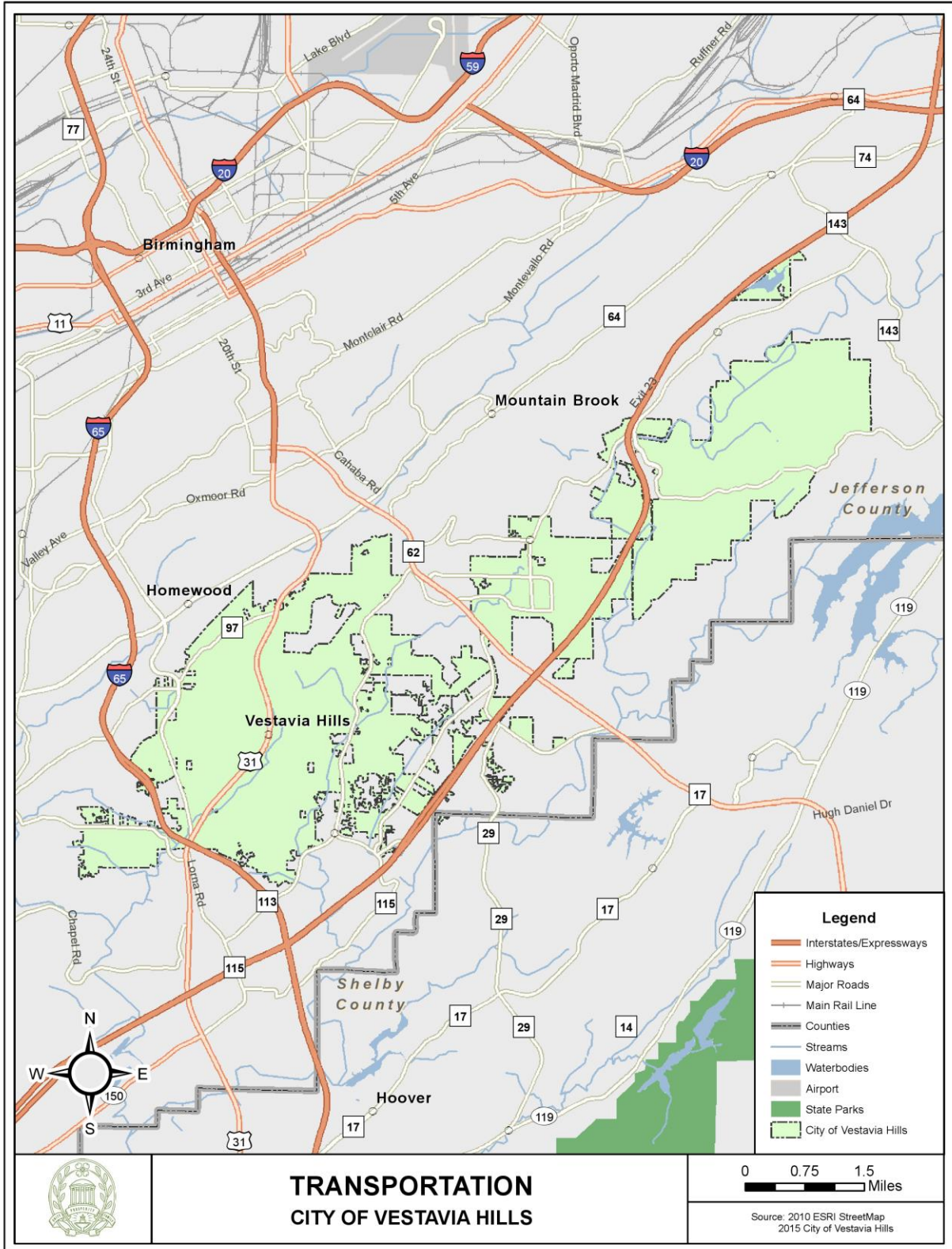
Source: U.S. Census Bureau, 2009-2013 American Community Survey 5-year Estimates

2.7 Transportation

The City of Vestavia Hills is served by Interstate 459 extending from the northeast to the southwest and Interstate 65 extending from the northwest to the south. Access to Interstate 20 can be obtained via I-459 or I-65. Major highways in the city include U.S. Highways 31 and 280 and major collector roads, such as Rocky Ridge Road, Shades Crest Road, Cahaba Heights Road, Dolly Ridge Road, Altadena Road, Liberty Parkway, Overton Road, and Columbiana Road.

The Red Mountain Expressway (or Elton B. Stephens Expressway) opened in 1977, connecting Vestavia Hills to Birmingham. The closest airport is the Birmingham-Shuttlesworth International Airport, located 11 miles to the north of the city. Bus service is provided by the Birmingham Jefferson County Transit Authority and the city is served by one route extending from 1st Ave North in Birmingham to the Riverchase Galleria, along Highway 31 in Hoover. See Map 2-6.

Map 2-6. Transportation



Chapter 3 – Planning Process

- 3.1 Organization
- 3.2 Public Involvement
- 3.3 Coordination

3.1 Organization

The 2018 City of Vestavia Hills Floodplain Management Plan (FMP) was developed in accordance with the National Flood Insurance Program’s Community Rating System CRS Coordinator’s Manual (FEMA, FIA-15/2017), Activity 510 “Floodplain Management Planning.” The corresponding FMP chapters for each of the 10 CRS Planning Steps are described in the table below. Supporting documentation, Appendices A – H, accompany the main document and are noted throughout.

Table 3-1. 10-Step Planning Process

FMP Chapters	CRS Planning Step
Chapter 1 – Introduction	
Chapter 2 – Community Profile	
Chapter 3 – The Planning Process	Step 1: Organize to prepare the plan Step 2: Involve the public Step 3: Coordinate
Chapter 4 – Risk Assessment	Step 4: Assess the hazard Step 5: Assess the problem
Chapter 5 – Mitigation Strategy	Step 6: Set goals Step 7: Review possible activities Step 8: Draft an action plan
Chapter 6 – Plan Maintenance	Step 9: Adopt the plan Step 10: Implement, evaluate, revise

Floodplain Management Planning Committee

Prior to beginning the plan drafting process, the Vestavia Hills City Manager created the City of Vestavia Hills Floodplain Management Planning Committee (FMPC). The City Manager appointed six members to oversee the preparation of this plan and its ongoing implementation and maintenance. Prior to adoption of this plan, the City Council passed a resolution (see Appendix A) to recognize the planning process and confirm the FMPC membership. Christopher Brady, the City Engineer and Floodplain Administrator, was appointed Chairman and is actively involved in the floodplain management planning and implementation processes.

The FMPC members, from various City departments, have been assigned lead responsibility for plan implementation. They have expertise in the following six categories of floodplain management activities:

- 1) Preventive measures (e.g., land use and development codes and ordinances);
- 2) Property protection (e.g., building elevation and floodproofing);
- 3) Natural resources protection;
- 4) Emergency services;
- 5) Structural flood control projects; and
- 6) Public information.

Table 3-2 “Floodplain Management Planning Committee” shows the initial membership that participated in the drafting phase of this plan. Their meeting attendance is documented in Appendix E. In some circumstances, the appointed FMPC member may have designated an alternative member to attend the FMPC meeting.

Table 3-2. City of Vestavia Hills Floodplain Management Committee

MEMBERS		
City Department Representatives	Position	Role/Expertise
Christopher Brady, PE, CFM, Chairman	City Engineer	Structural projects
Jeffrey Downes	City Manager	Public information
Keith Blanton	Building Official	Property protection
Brian Davis	Public Services	Natural resources protection
Conrad Garrison	City Planner	Preventive measures
Scott Key	Fire Marshal	Emergency services

The process began with step 1 of the 10 step CRS planning process, which was conducted through the organization of the FMPC by the City Council. The FMPC met five times throughout the drafting phase of the plan. All meetings were held in the Executive Conference Room at City Hall and were open to the public. At each meeting, committee members would review and discuss plan materials presented by the planning team. The materials covered all of the key steps of the floodplain management planning process, as described in Table 3-3 below. Although the FMPC met to review and plan for all chapters of the plan, it was especially important that the key steps of the planning process, Steps 4-8 were sufficiently discussed. The table below shows at which meetings each of the key steps were covered.

Table 3-3. Key Steps at FMPC Meetings

FMPC Meetings	Chapters Reviewed	CRS Key Planning Steps
1. Tuesday, 3/10/2015	1. Introduction 6. Plan Maintenance	
2. Tuesday, 7/28/2015	2. Community Profile 4. Part I. Risk Assessment	Step 4. Assess the hazard
3. Tuesday, 9/29/2015	4 Part II. Risk Assessment	Step 5. Assess the problem
4. Tuesday, 11/21/2017	5 Part I. Mitigation Strategy	Step 6. Set goals Step 7. Review possible activities
5. Tuesday, 5/1/2018	5 Part II. Mitigation Strategy	Step 8. Draft an action plan

Meeting materials, including agendas, slide presentations, committee exercises, and supplemental information were made available to FMPC members and the general public via the project website. Appendix E includes meeting agendas and sign in sheets.

Meetings were suspended after the third meeting while the City moved its operations to a new City Hall and elected a new Mayor and City Council in 2016. The FMPC resumed meetings in 2017 and completed the plan after its May 1, 2018, meeting for Council adoption.

3.2 Public Involvement

All of the five FMPC meetings were open meetings and well-advertised via the project website at <http://vestavia.floodplainmanagementplan.com/>.

Community Meetings

Upon completion of the draft plan, the City held a community meeting for the public to review the final plan and offer public comments. This public meeting was held May 21, 2018 at 6:00 pm in the Executive Conference Room of City Hall located at 1032 Montgomery Highway, Vestavia Hills, AL 35216. The City issued a media release and posted a meeting announcement on the plan website. The purpose of this community meeting was to display the final draft plan and encourage the public to review the plan and provide feedback prior to Council adoption. Representatives from the Floodplain Management Planning Committee (FMPC), City Council members, City staff, and the consultant team were available to answer questions. Attendees were encouraged to submit written comments on the Community Survey form. The City posted the form on the City’s website at <http://vhal.org/> to allow individuals to submit their comments directly

on-line and view responses. The survey was available for a two week period between May 22 and June 5, 2018. (See Appendix F “Community Involvement Documentation” for complete documentation of this event).

Additional Public Outreach Efforts

In addition to the community meeting and open-forum FMPC meetings, the planning team created a website at <http://vestavia.floodplainmanagementplan.com/> detailing the floodplain management planning process, providing up-to-date meeting information, as well as making available for download draft plan chapters, appendices, agendas, slide presentations, and other meeting materials. During the community meeting, attendees were given another opportunity to voice their concerns and encouraged to submit written comments to the FMPC.

3.3 Coordination

Coordination between the Floodplain Management Planning Committee (FMPC), and its Chairman, the City Engineer/Floodplain Administrator, with the planning consultant team was crucial to the successful development of this plan. The FMPC represents membership from diverse City departments and interests.

FMPC members completed two planning exercises. The first exercise allowed members to record their concerns on a city-wide map of all flood hazard areas. This was helpful to the planning consultants’ drafting of the risk assessment. Later in the planning process, the members completed the “Alternative Mitigation Measures Exercise” (Appendix G). This exercise provided a means to review and evaluate potential floodplain mitigation measures to be selected for the Floodplain Management Action Plan (Chapter 5). The Floodplain Management Action Plan includes measures that are consistent with the six floodplain management activities recognized by the CRS Program and takes into consideration City funding and technical capabilities, among other considerations. (See Chapter 5 “Mitigation Strategy” for a complete discussion of the development of the Floodplain Management Action Plan).

In addition to coordination with various agencies, the planning team collected and reviewed applicable plans, studies and reports. Review of existing documents, data and technical information was very useful in the drafting of the plan, in that it supported the risk assessment and helped develop the mitigation strategy to further the goals of floodplain management planning. Specifically, in the drafting of Chapters 2 “Community Profile,” 4 “Risk Assessment,” and 5 “Mitigation Strategy” the planning team reviewed and incorporated information from the following plans and studies:

- 2014 Jefferson County Multi-Hazard Mitigation Plan.
- FEMA Flood Insurance Study, Jefferson County, Alabama and Incorporated Areas, dated September 29, 2006
- NFIP’s Repetitive Loss Inventory,

- Vestavia Hills Comprehensive Master Plan 2004-2025,
- City of Vestavia Hills Subdivision Regulations,
- City of Vestavia Hills Zoning Ordinance,
- City of Vestavia Hills Stormwater Management Ordinance,
- City of Vestavia Hills Flood Damage Prevention Ordinance, and
- City of Vestavia Hills Building and Technical Codes.

Other public outreach activities related to floodplain management planning typically falls under the umbrella of multi-hazard mitigation planning activities conducted by the Jefferson County Emergency Management Agency (EMA). The Jefferson County EMA oversees the preparation and implementation of the 2014 Jefferson County Multi-Hazard Mitigation Plan and subsequent updates. The Floodplain Management Planning Committee is fully supportive of county-wide activities conducted by the Jefferson County EMA.

Chapter 4 – Risk Assessment

- 4.1 Overview
- 4.2 Hazard Profile: Assessing the Hazard
- 4.3 Vulnerabilities and Hazard Impacts: Assessing the Problem

4.1 Overview

This chapter details the risk assessment process for the development of this 2018 City of Vestavia Hills Floodplain Management Plan for the City's current incorporated limits, as well as adjacent unincorporated areas, which may be annexed over the next 20 years, as the City grows. This assessment process is based upon the requirements of steps 4 and 5 of the 10-step planning process outlined in the 2013 Community Rating System Coordinator's Manual.

Section 4.2 covers the first part of the risk assessment required by Step 4: Assess the Hazard. It presents a hazard profile, which includes the sources, frequency, extent, and causes of flooding and associated hazards. Step 5 of the risk assessment process – Assess the Problem - is presented in Section 4.3. It examines vulnerabilities of the population, structures, public infrastructure and critical facilities to flooding and related natural hazards, the economic impacts of flooding on the community, and the impacts on natural and beneficial floodplain functions.

4.2 Flood Hazard Profile: Assessment of the Hazard

In non-coastal locations, riverine flooding occurs when runoff from rainfall, snowmelt, or storm surge exceeds the capacity of the stream or river and overflows into the adjacent floodplain. Flooding can lead to injury or death due to drowning caused by swift currents of the flood waters. In addition, flooding can cause property damage as a result of inundation by sediment laden water.

The severity of a flood is primarily dependent upon two factors: 1) rainfall intensity and 2) duration. A heavy rain over a short time span, such as a thunderstorm, can result in flash flooding. Flash flooding is typically defined as a rapid water level rise in a stream or creek beginning within six hours of the rainfall event. Most of the areas within the City of Vestavia Hills that have experienced past flooding are a result of flash flooding. Only those areas within the City along the Cahaba River have a watershed response time greater than six hours. Extended periods of steady to heavy rainfall can also lead to flooding. This type of event is more commonly identified with a tropical storm moving inland from the Gulf of Mexico, but can also be associated with a slow moving or stalled front.

4.2.1 The Special Flood Hazard Area (SFHA)

The Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) is the FEMA-designated area of land covered by the floodwaters of the base flood. The base flood is defined by FEMA as the flood having a one percent chance of

being equaled or exceeded in any given year. The base flood may also be referred to as the “100-year flood.” The SFHAs, as shown on the FEMA Flood Insurance Rate Maps (FIRMs) are depicted on Maps 4-1 and 4-2, which follow.

The City of Vestavia Hills’ major water feature is the Cahaba River and includes several tributaries and smaller streams that are susceptible to flooding. The FEMA Flood Insurance Study (FIS) for Jefferson County identifies the following streams where a SFHA is defined:

- Cahaba River;
- Little Shades Creek;
- Patton Creek; and
- Huckleberry Branch

The Cahaba River is the largest waterbody in size and drainage area within the City. The watershed is a mixture of residential, commercial, and undeveloped areas. Much of the City is located in the upper Cahaba watershed. Liberty Park, a large mixed-use development located within Vestavia Hills, lies immediately to the southeast of the Cahaba. Although in close proximity to the Cahaba, Liberty Park is at a low risk of flooding due to its location along the high bluffs above the river. Further downstream, the Cahaba River SFHA widens where the valley opens below Caldwell Mill Road in the Altadena area. This area along the Cahaba is currently a golf course and undeveloped land, but may be developed in the future. Residential developments are sited along the ridges out of the SFHA. The Cahaba River has an approximate flood depth of 35 feet in the channel and velocities ranging from 4 to 6 feet per second. The Cahaba has a relatively long warning time compared to the other streams within the City at roughly 8 hours.

Little Shades Creek is a tributary to the Cahaba River, and most of it is located within Vestavia Hills. The watershed is primarily residential with small commercial areas in several places. Two primary areas of flooding occur along this stream. The Meadowlawn neighborhood (Cahaba Heights) is located in the upper watershed and mapped as a Zone “A” and the Ashley Woods neighborhood off Rocky Ridge Road is mapped as a Zone “AE” on the FIRM. The SFHA in the Meadowlawn neighborhood is relatively large and encompasses many residential properties. Due to the proximity at the top of the watershed, flooding can occur quickly with little opportunity for warning (less than 1 hour). The depth of flooding is approximately 12 feet within the channel (5-6 feet in the overbank areas) with slow moving floodwaters roughly 3 feet per second. Downstream at the Ashley Woods neighborhood, the flashy nature of the flooding leaves little opportunity for warning (less than 2 hours). Although the depth of flooding is similar to Meadowlawn (approximately 12 feet), the channel velocities are significantly higher ranging from 6 to 12 feet per second.

Patton Creek is also a tributary to the Cahaba River with the upper reach within Vestavia Hills before flowing into the City of Hoover. The U.S. Highway 31 corridor runs adjacent to much of the creek with significant commercial development in close proximity

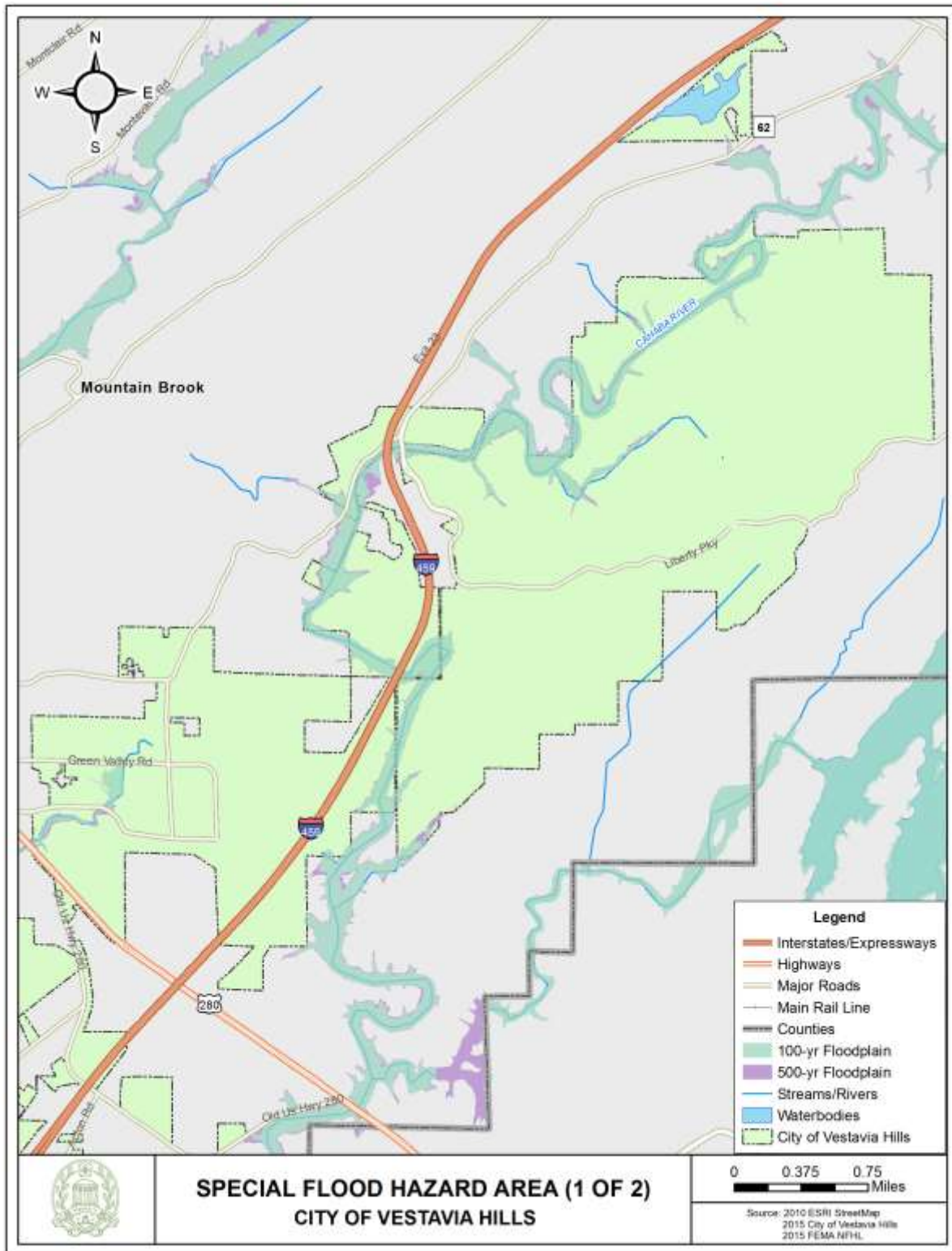
to the creek and within the floodplain. Patton Creek is prone to flash flooding with a warning time of an hour or less. Several businesses and the major corridor U.S. Highway 31 are at risk of flooding leading to life endangerment and property damage. Flood depths are in the range of 10 to 15 feet within the channel and velocities approximately 6 feet per second.

Huckleberry Branch is a tributary to Patton Creek. The stream is relatively straight and steep with narrow floodplain as it flows from Shades Mountain towards the Highway 31/Interstate 65 intersection. Huckleberry Branch joins with Patton Creek immediately below the interchange. Huckleberry Branch has less than one hour warning time due to the flashy nature of the watershed. The flood risk to residents and businesses is low due to the small depth of flooding (3-4 feet) and the narrow floodplain situated in a steep valley away from developed areas.

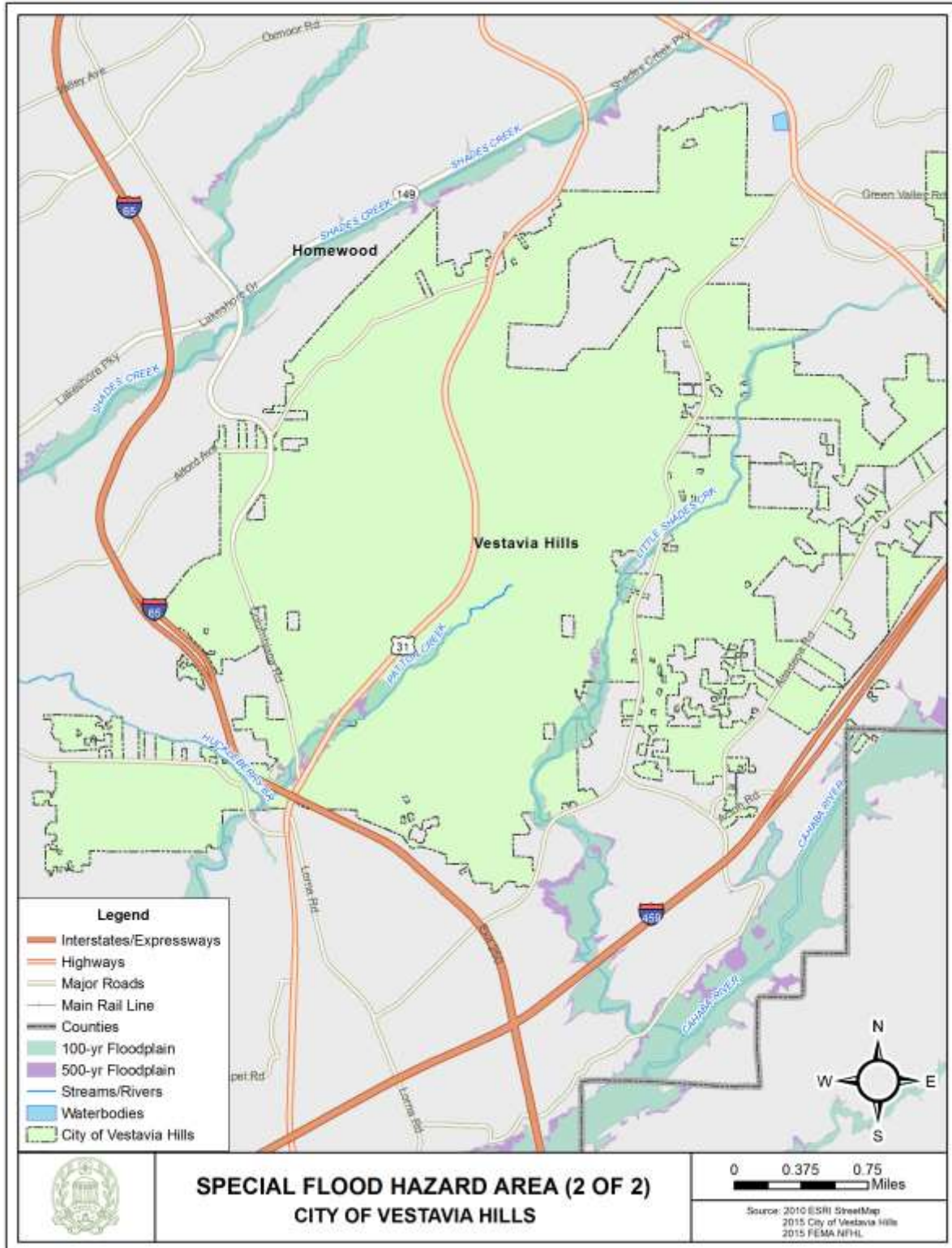
The SFHA covers approximately 1,777 acres in total within the City or roughly 14.3% of the City (Maps 4-1 and 4-2 below). SFHAs mapped as Zone "A" based on approximate methods make up only 14.4 acres or 0.8% of the total SFHA within the City. The major Zone "A" area is located in the Meadowlawn neighborhood within Cahaba Heights along Little Shades Creek.

All four of the streams previously discussed have detailed studies as part of the Jefferson County Flood Insurance Study. Revised or new detailed studies were completed for Little Shades Creek, Patton Creek, and Huckleberry Branch and included in the Jefferson County FIS dated September 29, 2006. A new detailed study and mapping has recently been completed for the Cahaba River and preliminary products released on April 26, 2018. These are expected to become effective in the spring of 2019.

Map 4-1. Special Flood Hazard Area. Map 1 of 2



Map 4-2. Special Flood Hazard Area, Map 2 of 2

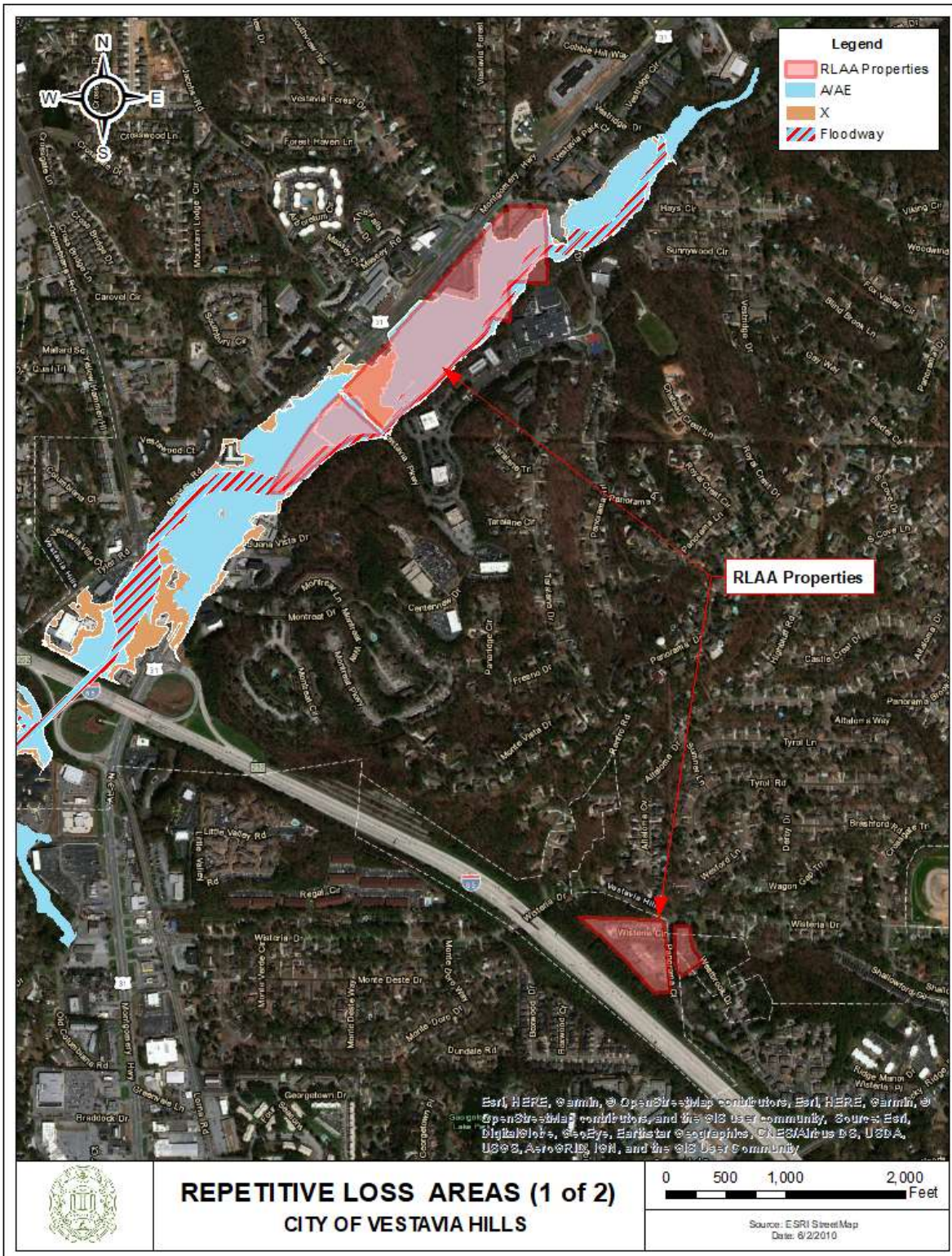


4.2.2 Repetitive Loss Properties

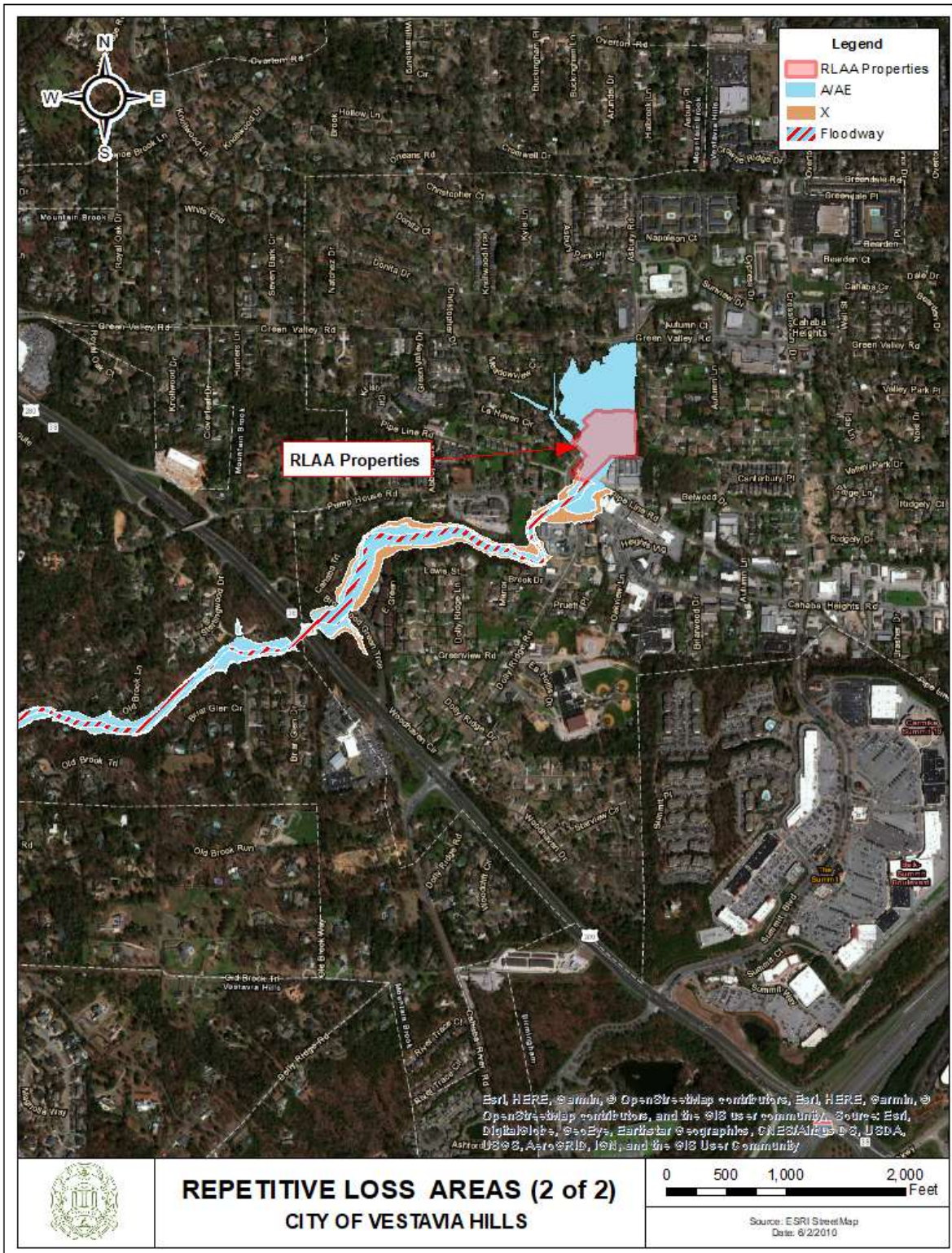
The City of Vestavia Hills has three repetitive loss properties, based on recent data provided by the State of Alabama Office of Water Resources. Repetitive loss properties are defined as those properties for which two or more flood insurance claims of more than \$1,000 have been paid by the NFIP within any 10-year period. The repetitive loss properties are not concentrated in distinct areas, but instead distributed throughout the City. One repetitive loss property is located in the Little Shades Creek watershed in a mapped Zone A. The second repetitive loss property is located on the U.S. Highway 31 corridor in the Patton Creek Watershed in a mapped Zone AE. A third property is not within a mapped special flood hazard area. From this information Repetitive Loss Areas were identified that include the repetitive loss properties and adjacent properties with similar characteristics and potential for flooding.

The locations of the City's repetitive loss areas are shown below on Maps 4-3 and 4-4.

Map 4-3. Repetitive Loss Areas, Map 1 of 2



Map 4-4. Repetitive Loss Areas, Map 2 of 2



4.2.3 Other Identified Areas of Flooding

Other than the SFHA, no additional areas of flooding have been identified within the City. No additional areas of flooding were noted during the FMPC meetings or through the public meetings conducted during the planning process, where members of the FMPC and the public were asked to identify flood hazard areas. In addition, a review of other planning studies included no mention of other areas of flooding outside of the SFHA. Should, in the future, areas not currently within the SFHA experience flooding due to local drainage issues, riverine flooding, or other causes, they should be noted for future revisions to this plan.

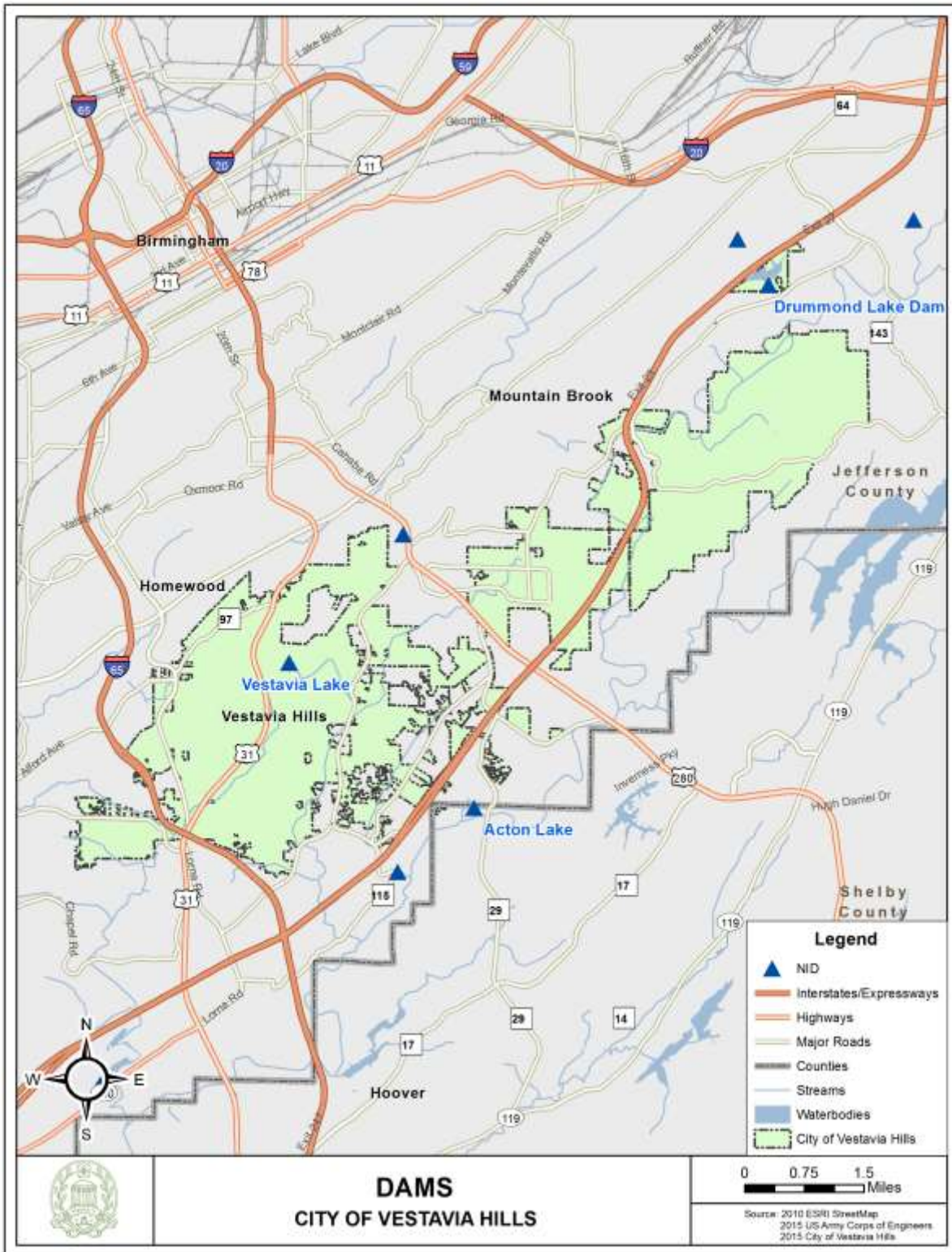
4.2.4 Flood-Related Special Hazards

Less-frequent hazards within the City include flooding from dams, levees, and land subsidence. This section includes an inventory of these potential flood-related special hazards should dams fail or, in the case of land subsidence, occur.

Dam Failures

The National Inventory of Dams lists two dams within the City: Vestavia Lake and Drummond Lake dams and Acton Lake (Altadena Lake) in unincorporated Jefferson County, adjacent to the City. Vestavia Lake is a private, recreational lake completed in 1950 on a tributary to Little Shades Creek. The earthen dam is approximately 30 feet in height and the estimated storage capacity is 72 acre-feet and does not pose a measurable flood hazard to structures. Drummond Lake is located in the northern-most section of the City and is also a private, recreational lake. The lake is located on a tributary to the Cahaba River. The impoundment is formed by a dam approximately 86 feet in height and has an estimated storage of 2,206 acre-feet. The area below the lake to the Cahaba is primarily undeveloped; however, a few residential structures not within the City may be threatened in the case of a dam failure. Acton Lake, also referred to as Altadena Lake, is a private, recreational lake bordered by residential properties. It was created on a tributary to the Cahaba River. The earthen dam is roughly 18 feet in height with an estimated 90 acre-feet of storage. Currently, the area downstream is a golf course so there is no measurable flood hazard. This area has been identified recently as an area of future development. Map 4-5 shows the locations of the dams listed in the National Inventory of Dams.

Map 4.5 Dams



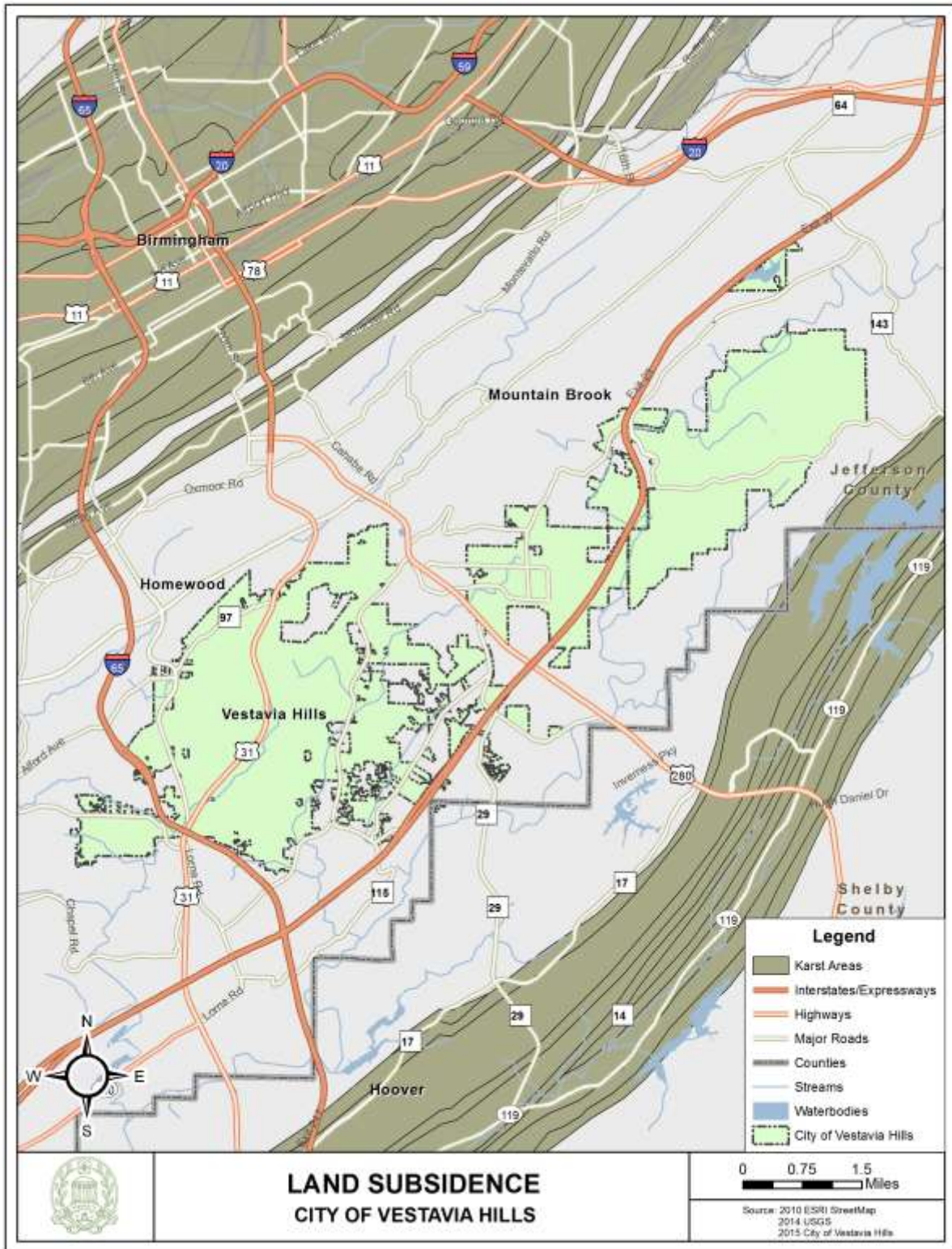
Levees

Levees are man-made structures that help contain or control the flow of water during a flood. It is important to note that levees reduce the risk of flooding; however, they do not eliminate the risk. A search of the U.S. Army Corps of Engineers National Levee database resulted in no known levees within or adjacent to the City. A further review indicated no known levees.

Land Subsidence (Sinkholes)

The final hazard discussed in this section is land subsidence or sinkholes. Land subsidence occurs when large amounts of groundwater have been withdrawn from certain types of rocks. The rock compacts because the water contributes to structural integrity and when withdrawn, collapses in on itself. This area is subject to karst topography which is susceptible to land subsidence. Karst topography is a region where the terrain has been dissolved by the physical and chemical weathering of the bedrock. These areas are composed of carbonate rocks, such as dolomite and limestone, or have high concentrations of evaporate, such as salt and gypsum. Karst is characterized by surface and subsurface features ranging from sinkholes, caves, springs, and complex underground drainage systems. A 2014 report from the USGS titled Karst in the United States: A Digital Map Compilation and Database by David Weary and Daniel Doctor includes a GIS dataset of karst and potential karst areas in the Contiguous United States. By mapping this dataset (Map 4-6 below), it appears that the mapped karst areas lie to the northwest and southeast of the City. Based on this information, it can be inferred that since no karst areas are within or adjacent to the City of Vestavia Hills, the risk associated with land subsidence is therefore low.

Map 4.6 Land Subsidence



4.2.5 Past Floods

The City has experienced several significant flood events in the past. These are listed in Table 4-1 below. In addition to the flood events listed in Table 4-1, Appendix B includes summary tables of past flash flooding events, flooding events, and hurricane and tropical storm events from the National Climatic Data Center. The area has been included in several Presidential Disaster Declarations. A table listing the flood hazard related Presidential Disaster Declarations can be found in Appendix B, as well.

Table 4-1. Major Flood Events Since 2002

Date	Type	Description
September 22, 2002	Flooding	Flooding along Patton Creek/US-31; 5.3" in 6 hours
July 26, 2004	Flash Flood	Flooding along Patton Creek/US-31; Approximately 4" in 5 1/2 hours
September 16, 2004	Hurricane Ivan	Approximately 8.5" of rainfall from September 15 – 17
August 25, 2008	Tropical Storm Fay	Approximately 8" of rainfall from August 22 – 27
November 10, 2009	Hurricane Ida	Approximately 4" of rainfall
September 4, 2011	Tropical Storm Lee	Approximately 7.5" of rainfall from September 3 - 7
August 7, 2013	Flash Flood	Flooding along Patton Creek/US-31
April 7, 2014	Flash Flood	Flooding along Patton Creek/US-31; Cars, dumpsters, and utility trailer blocking Columbiana Road culvert; Flooding reported in the Meadowlawn community
May 28, 2015	Flash Flooding	Flooding of US-31; 1.5 to 2 inches in one hour
July 26, 2018	Flash Flooding	Flooding of US-31; 2 to 4 inches in one hour

Source: NWS Birmingham, Birmingham News, Schoel Engineering

4.2.6 Assessment of Future Flooding Locations and Problems

When assessing the flood hazard, it is imperative to not only study historic events and present day studies, but also to consider future factors that may affect the flooding magnitude and frequency. Three items that were considered and addressed in this plan are development within the watersheds, development within the floodplain, and climate change.

Development within the Watershed

Due to the continued urban growth within the City of Vestavia Hills and Birmingham Metropolitan Area, it is expected that flooding may increase in magnitude and frequency in the future. Post-construction stormwater management practices and controls attempt to mitigate hydrologic changes due to development and help offset the increased flow and volume of runoff. Even with properly implemented stormwater management practices, increased development within a watershed will likely result in adverse hydrologic changes and increased flooding. Little Shades Creek, Patton Creek, and Huckleberry Branch watersheds can be considered fully developed. Little Shades Creek has some potential development pockets remaining. The Cahaba River watershed has large tracts of undeveloped land in Leeds, Trussville, and Unincorporated Jefferson County. A summary of the development potential for each watershed is indicated in Table 4-2. This summary is based on the planning team's professional knowledge of local conditions and growth trends.

Table 4-2. Watershed Development Potential

Watershed	Size (Square Miles)	Development Potential
Cahaba Basin	144.7	High
Little Shades Creek	11.0	Moderate
Patton Creek	9.6	Low
Huckleberry Branch	1.8	Low

Development within the Floodplain

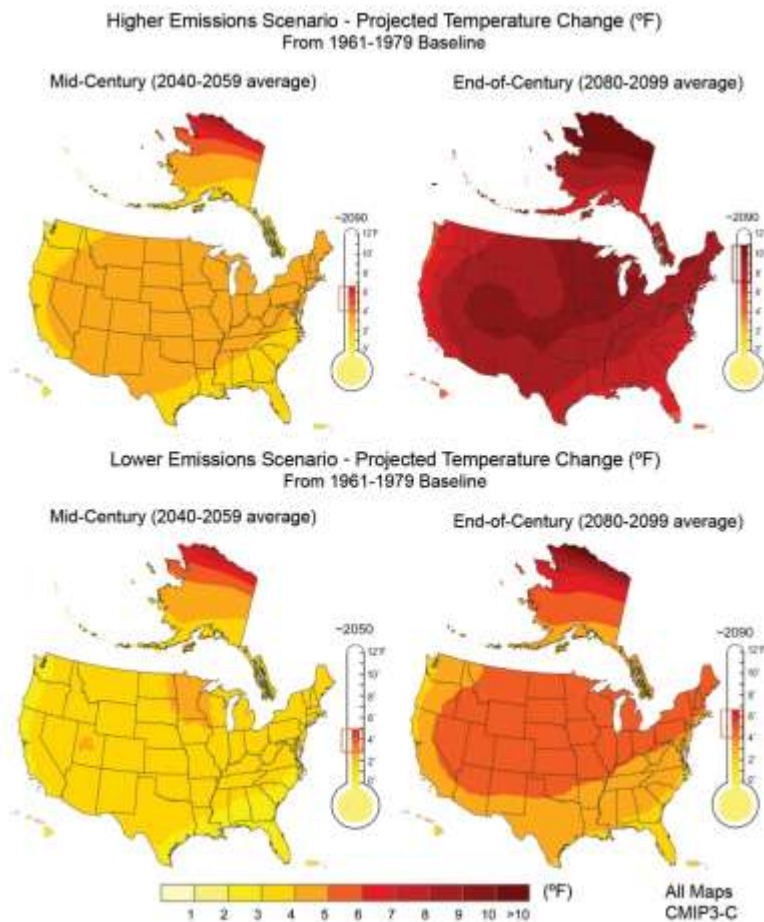
Similar to development potential for a watershed, an assessment of potential changes specifically within the floodplain was made for each waterbody. Development within a floodplain contributes to a loss of floodplain storage, increased velocities, and increased flows. This can result in downstream flood elevation increases. Due to the steep topography and narrow floodplains, the potential for increased development within the floodplains for Little Shades Creek and Huckleberry Branch are very low. The floodplain along Patton Creek is essentially fully developed at present. Any redevelopment within the Patton Creek floodplain, due to current frequent flooding, will most likely be limited to the current development footprint with possible flood mitigation measures implemented. The steep bluffs and narrow floodplain is prohibitive to future

development within the floodplain for the Cahaba River in the Vestavia Hills and Leeds area. In the upper Cahaba watershed, the topography is less challenging for development and the potential to develop within the floodplain is high. Continued growth of the Birmingham metropolitan area could result in more development within the Cahaba watershed and floodplain, specifically in the Trussville area.

4.2.7 Climate Change

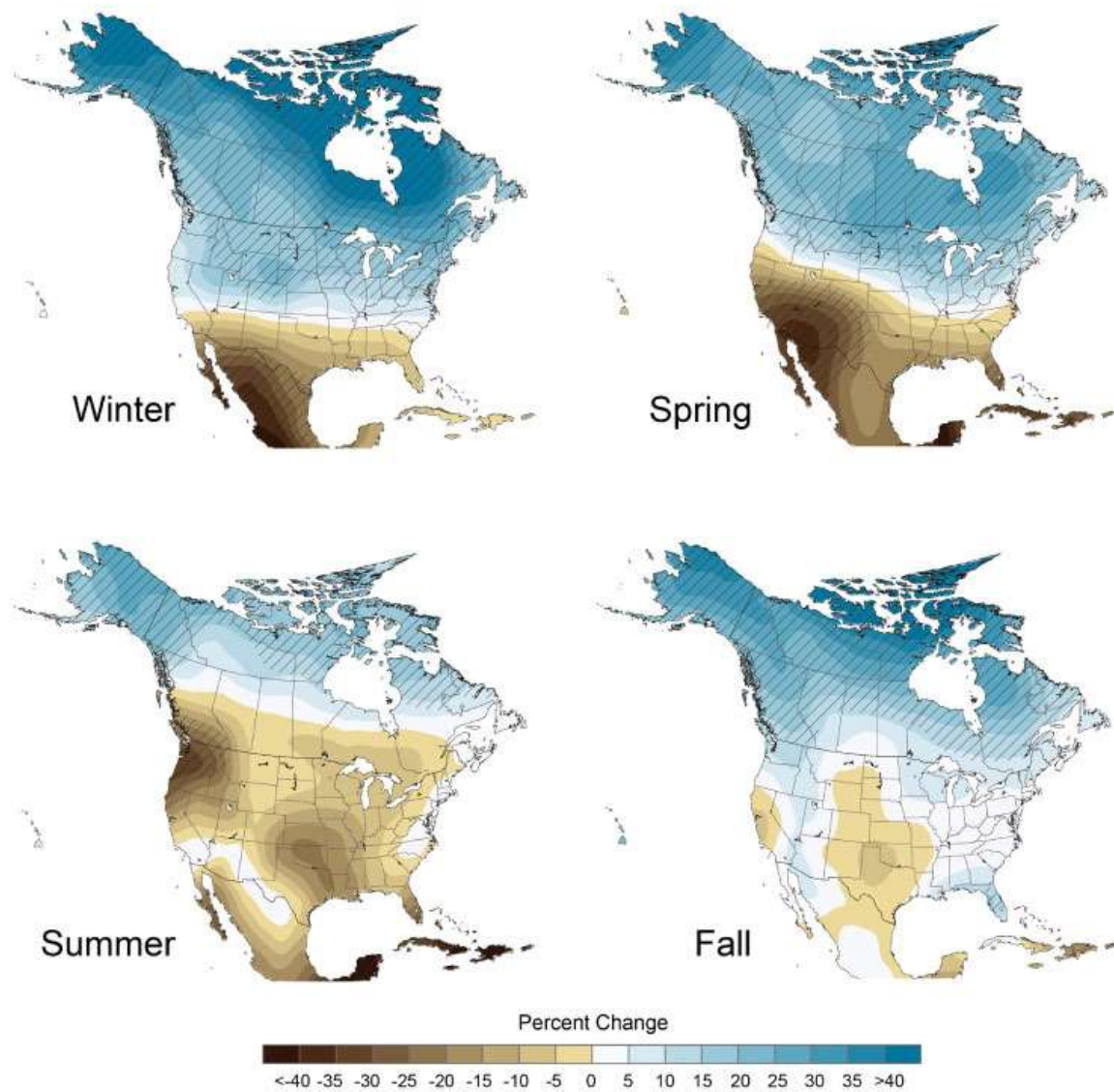
Based on climate change projections by the U.S. Global Change Research Program (USGCRP), average temperatures within Central Alabama are expected to increase by about 4°F to 7°F, depending on the emissions scenario and climate model (Map 4-7). The USGCRP also concludes that within the Southeast region of the U.S., very heavy precipitation events have increased over recent decades and further increases are projected. Although heavy precipitation events are projected to increase, the seasonal precipitation in central Alabama is projected to decrease up to 10% (Map 4-8).

Map 4-7. Projected Temperature Change



Source: USGCRP, 2009

Map 4-8. Projected Future Changes in Precipitation Relative to the Recent Past



Source: USGCRP, 2009

4.2.8 Other Natural Hazards

In addition to flooding, many other natural hazards affect the City of Vestavia Hills. The 2009 Jefferson County Multi-Hazard Mitigation Plan, as amended in 2011, identifies these additional hazards, which are listed in Table 4-3 below.

Table 4-3. Other Natural Hazards

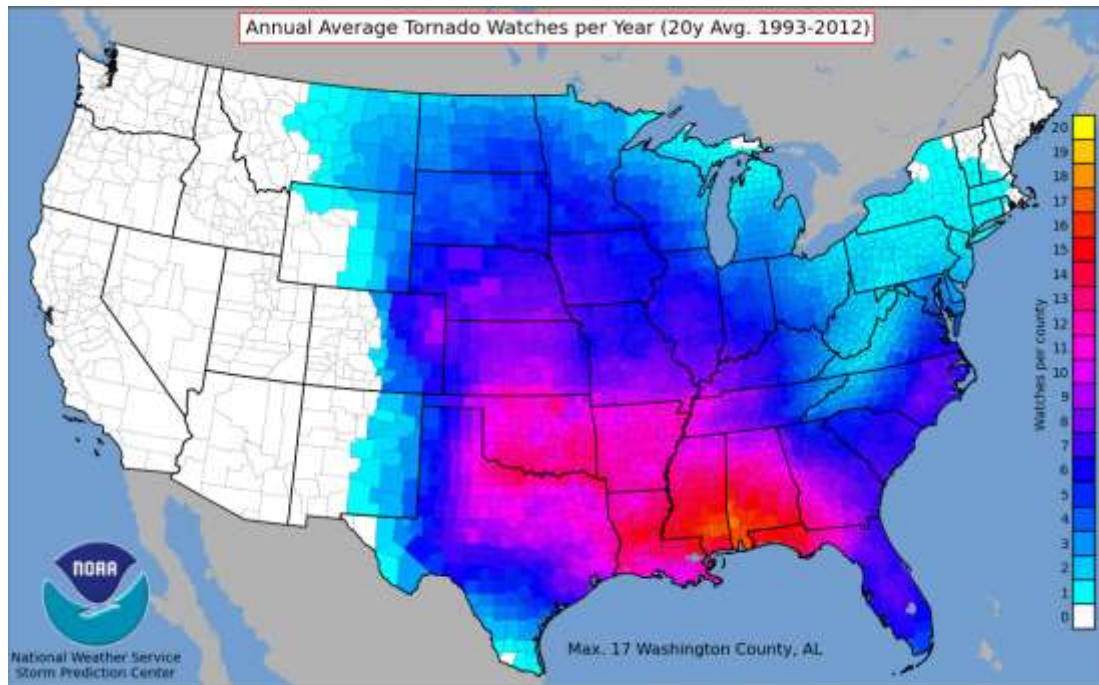
Hazards	Associated Hazards
Tornadoes	High Winds Severe Storms
Severe Storms	Thunderstorms Hail Lightning High Winds Tornadoes Floods
Winter Storms / Freezes	Snow Storms Ice Storms Extreme Cold
Wildfires	Severe Storms Drought
Hurricanes	Tropical Storms Tropical Depressions Severe Storms High Winds Floods
Droughts / Heat Waves	Extreme Heat Wildfires Sinkholes
Landslides	Severe Storms
Earthquakes	Landslides

Tornadoes

Tornadoes have frequently occurred within Jefferson County, resulting in lost lives, destroyed homes, and utility interruptions. Based on an analysis of the National Weather Service severe weather data, Jefferson County averages at least one tornado per year. Over the last 20 years, 31 tornadoes have been reported in Jefferson County. Of those 31 occurrences, 3 are identified within Vestavia Hills and Cahaba Heights. As shown on Map 4-9, Jefferson County is placed under a Tornado Watch on average 12 times per year.

Jefferson County’s location makes it more susceptible to tornadoes compared to southern counties in Alabama. However, within Jefferson County, the locations of tornadoes are largely random. All areas and jurisdictions in Jefferson County are equally at risk. The 2009 Jefferson County Multi-Hazard Mitigation Plan notes that Jefferson County lies within a moderately high threat area and based on historical data can anticipate frequent tornadoes.

Map 4-9. Annual Average Tornado Watches per Year



Source: National Weather Service Storm Prediction Center, 2015

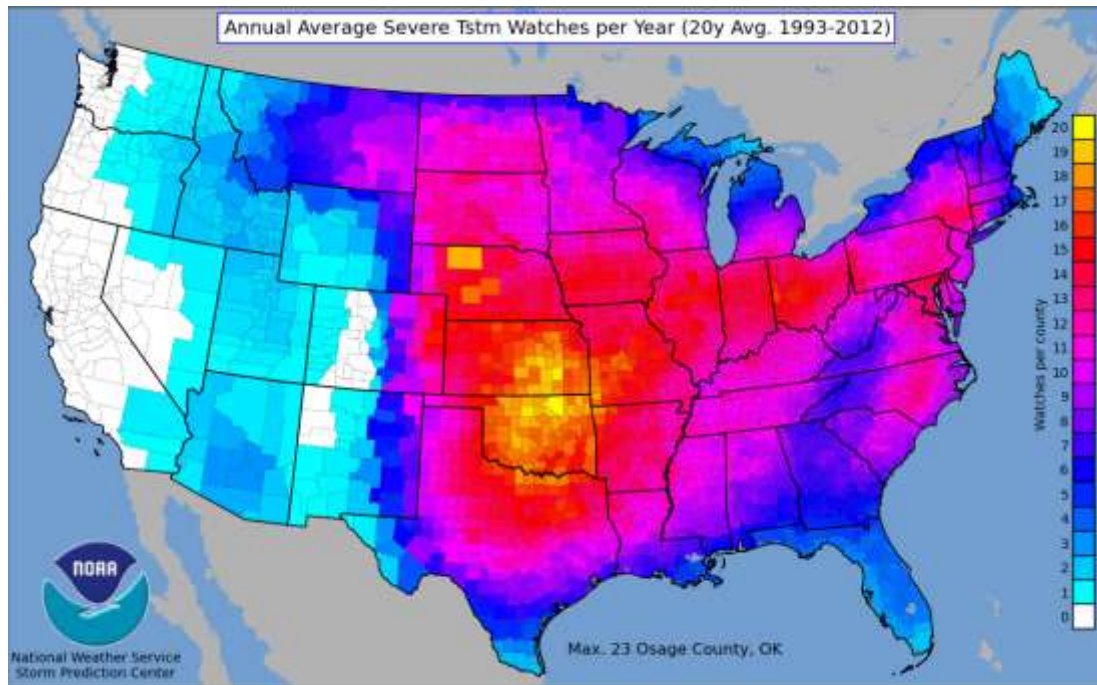
Severe Storms

According to the National Weather Service data, Jefferson County can expect to see thunderstorms, although not all are severe, 57.6 days per year based on historical data from 1950 to 2009. All areas of Jefferson County have equal exposure to severe storms. As shown on Map 4-10, Jefferson County is placed under a Severe Thunderstorm Watch on average 11 times per year.

Unlike flooding and tornadoes, severe storms lack geographic centers and boundaries, and therefore cannot be substantively mapped. As noted in the 2009 Jefferson County Multi-Hazard Mitigation Plan, as amended in 2011:

Frequent annual severe storm events are certain. Thunderstorms, hail and lightning will continue and can be expected to affect all Jefferson County jurisdictions. High winds, which sometimes accompany severe storms as described here, are however, somewhat less frequent. Large, damaging hail does occasionally occur, but is relatively rare.

Map 4-10. Annual Average Severe Thunderstorm Watches per Year



Source: National Weather Service Storm Prediction Center, 2015

Winter Storms

The risks associated with winter storms and freezes include deaths, power outages, crop damage, and road hazards. The average snowfall for Jefferson County is 1.2 inches per year. Typical winter temperatures are above freezing, but temperatures below freezing do sometimes occur. Since 1995, there have been 17 recorded winter storm events (winter storm, heavy snow, ice storm, and winter weather) and 26 extreme cold events in Jefferson County.

Jefferson County can expect roughly one winter storm event per year. Typical winter storms pose only a mild risk, but the infrequent, severe winter storms/freezes (e.g., blizzard of 1993, winter storm of 2014) can cause major transportation disruptions, lengthy power outages, substantial property damages, frostbite, and fatalities.

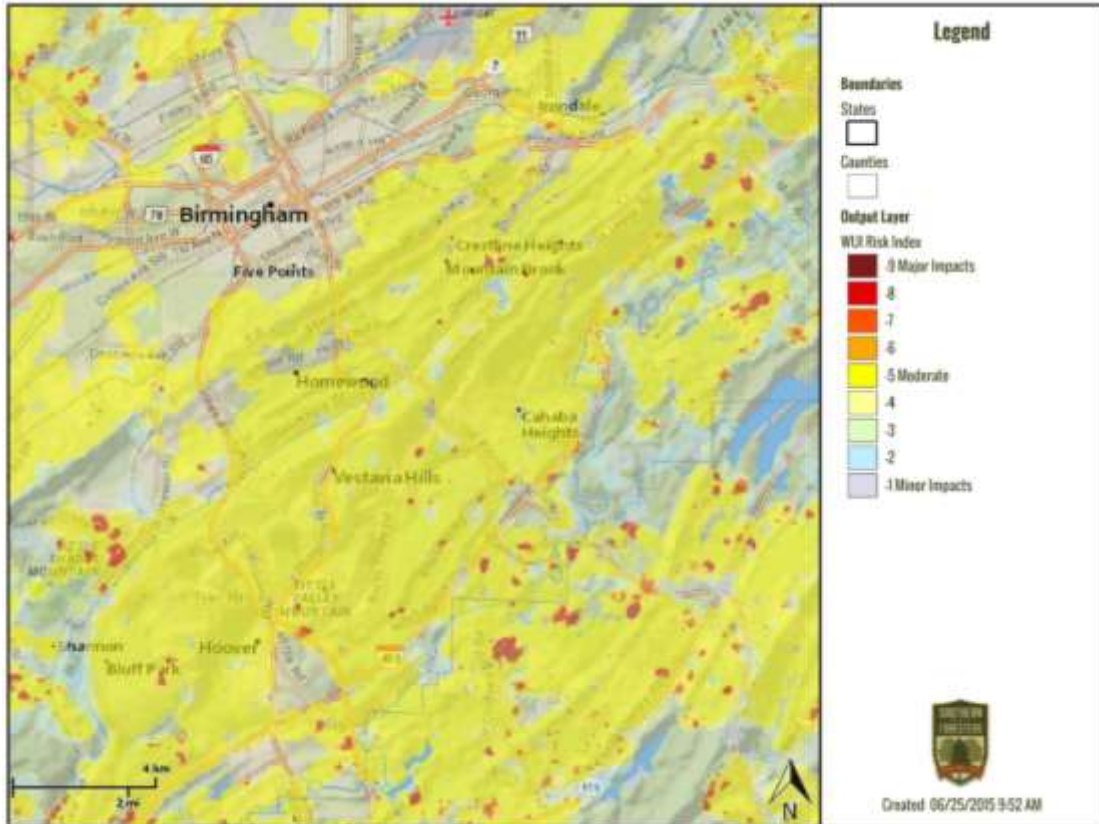
Wildfires

The two primary categories of wildfires in Jefferson County are wildland fires and interface fires. Wildland fires feed on natural vegetation. Interface fires feed on both vegetation and human development. Interface fires as so named because they occur at the interface of nature and human developments.

Vestavia Hills is most susceptible to urban interface fires. The Wildland Urban Interface (WUI) Risk Index is a rating of the potential impact of a wildfire on people and their homes. The WUI Risk Index is based on housing density and proximity to rural areas. Map 4-11 below depicts the WUI Risk Index for Vestavia Hills and the surrounding communities. Most of the City is classified as Moderate Impacts in

accordance to the WUI Risk Index. A few, small, isolated pockets of increased impacts and higher risk are located within Vestavia Hills, with the largest located in the Liberty Park neighborhood.

Map 4-11. Vestavia Hills Wildland Urban Interface Risk Index



Source: Southern Group of State Foresters Wildfire Risk Assessment Portal, 2015

The Alabama Forestry Commission maintains a record of wildfire information. A total of 253 wildfires impacting 7,375 acres have occurred within Jefferson County during the period of 2009-2014. This is on average 42 wildfires per year.

Hurricanes

Vestavia Hills is located more than 200 miles inland of the Gulf of Mexico; however, it is still vulnerable to hurricanes and tropical storms. Table B-3 located in Appendix B lists 4 hurricane and tropical storm events that have affected Jefferson County and the City of Vestavia Hills in the last 20 years (1995-2014).

The extent of hurricane damage in Jefferson County depends primarily on wind speeds, tornado formation, and flooding. Defining the probability of future events is difficult as described in the 2009 Jefferson County Multi-Hazard Mitigation Plan, as amended in 2011:

As is the case with most natural hazards, past records are no guarantee of the probability of future hurricane events affecting Jefferson County. However, based

on historical data, the County can reasonably expect some impact from at least one hurricane or tropical storm per year. The level of risk and location of potential damage within Jefferson County is random, and cannot be accurately predicted with historical data.

Droughts/Heat Waves

Jefferson County experiences occasional droughts and affects all jurisdictions with equal frequency. Droughts cause widespread crop and pasture losses, wildfires, and severe shortages of water resources. According to the National Climatic Data Center Storm Event Database, Jefferson County has experienced a drought event in seven of the last twenty years (1995-2014). The most severe drought spanned 2006-2008. Based on historical data, Jefferson County can expect, on average, one drought event per year.

Landslides

The impact from a landslide can include loss of life, damage to buildings, lost productivity, disruption in utilities and transportation systems, and reduced property values. According to the 2009 Jefferson County Multi-Hazard Mitigation Plan, as amended in 2011, Jefferson County lies in an area with moderate susceptibility for landslides, but a low incidence. As recently as April 2014, the City of Vestavia Hills experienced a landslide which blocked the northbound side of U.S. Highway 31 as shown in the following photo.

Image 4-1. Landslide at Highway 31 in Vestavia Hills

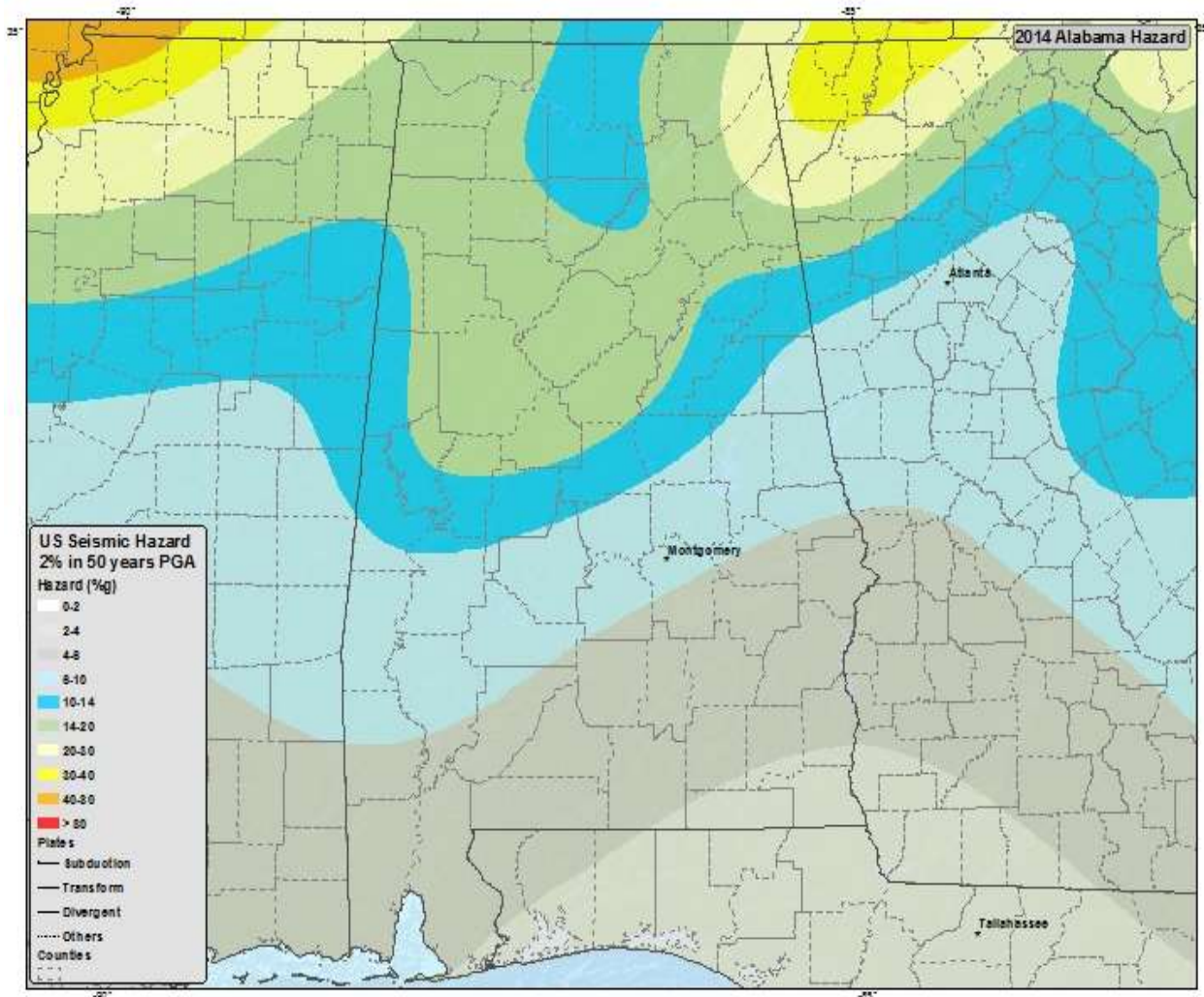


Source: Vestavia Hills Police Department/Facebook, 2014

Earthquakes

Earthquakes are a rare occurrence in Jefferson County. Since 1886, the Geological Survey of Alabama has a record of 15 earthquakes within Jefferson County. A small magnitude 1.6 earthquake occurred on December 14, 2012 with the epicenter located near Grants Mill Road in the vicinity of the Liberty Park neighborhood. The USGS publishes national seismic hazard maps which show likelihood of exceeding a level of earthquake shaking in a given time period. The shaking intensity is measured in peak ground acceleration (PGA) which is acceleration (shaking) of the ground expressed as a percentage of gravity (%g), or as a percentage of 9.8 meters per second squared. Map data from the USGS Earthquake Hazards Program 2014 seismic hazard map (Map 4-12) shows the City of Vestavia Hills has a 2% chance of exceeding shaking above 14%g in the next 50 years.

Map 4-12. 2014 Alabama Seismic Hazard Map



Source: USGS, 2014

4.3 Vulnerabilities and Hazard Impacts: Assessing the Problem

Understanding the vulnerabilities and impacts of existing and future structures, critical facilities, and infrastructure to flooding and related hazards, provides a basis for establishing priorities for mitigation. The vulnerability assessment presented by this section is critical to planning and implementing responsive flood hazard mitigation measures.

FEMA's risk assessment software HAZUS-MH (version 2.2) was used to estimate flood losses for the study region, and the results have been integrated into this plan. HAZUS-MH provides an analytic, decision support tool to help communities make informed decisions regarding land use within their flood prone areas. A "Level 1 Analysis" of the 100-year flood event was modeled within HAZUS-MH. It utilizes the most recent datasets for the State of Alabama that is included in the software package. The HAZUS dataset includes 2010 Census data, such as demographic characteristics of the Vestavia Hills study region from the 2010 Census, square footage for different building occupancy types, and numbers and locations of bridges, in addition to other data from a variety of sources.

4.3.1 Summary of Vulnerability and Impacts

This risk assessment examines the City of Vestavia Hill's flood hazard vulnerabilities and impacts to the public health, safety and welfare, including impacts on populations, structures, critical facilities, the local economy, and other resources. A brief summary of impacts of flooding and related hazards can be found in Table 4-4 "Summary of Flood-Related Hazards and Community Impacts" below. This table is an abridged version, based upon the comparable Table 5-20 found in the 2014 Jefferson County Hazard Mitigation Plan Update. Table C-1 located in Appendix C of this document includes all other natural hazards identified in this plan.

For the purposes of summarizing the impacts and quantifying the risk associated with the various hazards, the following descriptions and measurements are used in Table 4-4:

Location. Location measures the geographic extent of the identified hazard in one of three ways, as follows:

- 1) *County-wide* - the entire geographic area is affected;
- 2) *Location specific* - a significant portion of the community is affected; or
- 3) *Minimal* - a negligible area is affected.

Probability. Probability measures the likelihood of the hazard occurring within the community, based on historical incidence. The scale for frequency runs as follows:

- 1) *Very high* - annually;
- 2) *High* - every two to three years;
- 3) *Moderate* - every three to ten years;
- 4) *Low* - every ten years; or
- 5) *Very low* - rare.

Extent. Extent measures the severity of the hazard and its potential to cause casualties, business losses, and damage to structures. The scale utilized runs as follows:

- 1) *Severe* - the potential for devastating casualties, business losses, and structure damage;
- 2) *Moderately severe* - the potential for some casualties and significant, but less than devastating, business losses and structure damage;
- 3) *Somewhat severe* – moderate potential for economic losses and structure damage; or
- 4) *Not severe* – slight or minimal potential for economic losses and structure damage

Exposure. Exposure measures the percentage of structures within the community, including buildings, critical facilities, and infrastructure lifelines, that are exposed to the hazard. The classifications are defined as follows:

- 1) *High* - includes more than approximately 25 percent of the structures;
- 2) *Medium* - includes 10 percent to 25 percent of the structures; or
- 3) *Low* - includes less than 10 percent of the structures.

Damage Potential. Damage potential measures the damage that can be expected should an event take place. The classifications are defined as follows:

- 1) *High* - a hazard could damage more than 5 percent of the structures in a community;
- 2) *Medium* - a hazard could damage between 1 and 5 percent of the structures in a community; or
- 3) *Low* - a hazard could damage less than 1 percent of the structures in a community.

Table 4-4. Summary of Flood-Related Hazards and Community Impacts

Flood-Related Hazard	Community Impacts			Impacts to Vulnerable Community Buildings, Critical Facilities, and Infrastructure	
	Location (Geographic Extent of Hazard in the Community)	Probability (Frequency of Hazard Occurrence in the Community)	Extent (Magnitude of Severity of Hazard in the Event of Occurrence)	Level of Exposure (Degree of Structures Exposed to the Hazard)	Level of Damage Potential (Percentage of Likely Damage to Exposed Structures)
<i>Floods</i>	Location Specific	Very High	Severe	Low	High
<i>Dam/Levee Failures</i>	Location Specific	Very Low	Not Severe	Low	Low
<i>Sinkholes (Land Subsidence)</i>	Location Specific	Low	Not Severe	Low	Low

4.3.2 Description of Impacts

Life Safety

Vulnerability to flood hazards includes the impacts to the social structure, such as, injury and death, and the psychological effects on the populous. Flood impacts to life safety can be a direct impact to life safety due to injury or death, but can also have impacts on public safety by limiting access to personal or emergency vehicles when transportation corridors are closed. Proper warning and evacuation procedures should be planned and implemented to reduce the risks to residents and visitors.

Within the risk assessment study region of the City of Vestavia Hills and its environs, HAZUS-MH reports the region contains over 34,000 households and a total population of 79,506 people (2010 Census Bureau data). Although HAZUS-MH does not provide estimates on injury or death, the model estimates that 380 households will be displaced due to a 100-year flood event. Displacement includes households evacuated from within or very near to the inundated area. Of those displaced, 820 people (out of a total population of 79,506) will seek temporary shelter in public shelters.

Public Health

Impacts due to flooding create hazards to public health during and after a flood event. Hazardous and toxic substances can be released into the flood waters where the public may come in contact with these substances. These substances include household, commercial and industrial chemicals, sanitary sewer overflows and pets or wildlife that may die during the event. Utilities, such as power, gas and water, may also be shut down during and after an event. This could cause potential health hazards to

the elderly with poor mobility or members of the public with special health care needs. Mold is another public health hazard after a flood event, when inundated structures sustain water damage and remain damp from flood waters.

Critical Facilities

Critical facilities are defined as those that are essential to the health and welfare of the community and are critical subsequent to hazard events. Examples include medical care facilities (hospitals and other care facilities), police and fire facilities, emergency management facilities, schools, and emergency shelters.

The 2014 Jefferson County Hazard Mitigation Plan Update includes an inventory of critical facilities for Vestavia Hills, grouped by proximity to a City fire station. The inventory included in this plan has been aggregated to show those critical facilities within the City of Vestavia Hills based on classification. This information can be found in Tables 4-5 through 4-11 and Maps 4-13 through 4-19.

Table 4-5. Government Facilities

Agency	Address	Description	Lat	Lon
Liberty Park Maintenance Shed	4700 Sicard Hollow Rd	Local	33.4762	-86.6717
U.S. Post Office	745 Montgomery Hwy	Federal	33.4443	-86.7901
United States Postal Service	3105 Sunview Dr	Federal	33.4615	-86.7348
Vestavia Hills Chamber of Commerce	1975 Merryvale Rd	Local	33.4336	-86.7891
Vestavia Hills City Hall	1032 Montgomery Hwy	Local	33.4378	-86.7911
Vestavia Hills Civic Center	1975 Merryvale Rd	Local	33.4336	-86.7891
Vestavia Hills Maintenance Dept	1280 Montgomery Hwy	Local	33.4298	-86.7902
Vestavia Hills Vehicle Maintenance Facility	1280 Montgomery Hwy	Local	33.4298	-86.7902

Map 4-13. Government Facilities

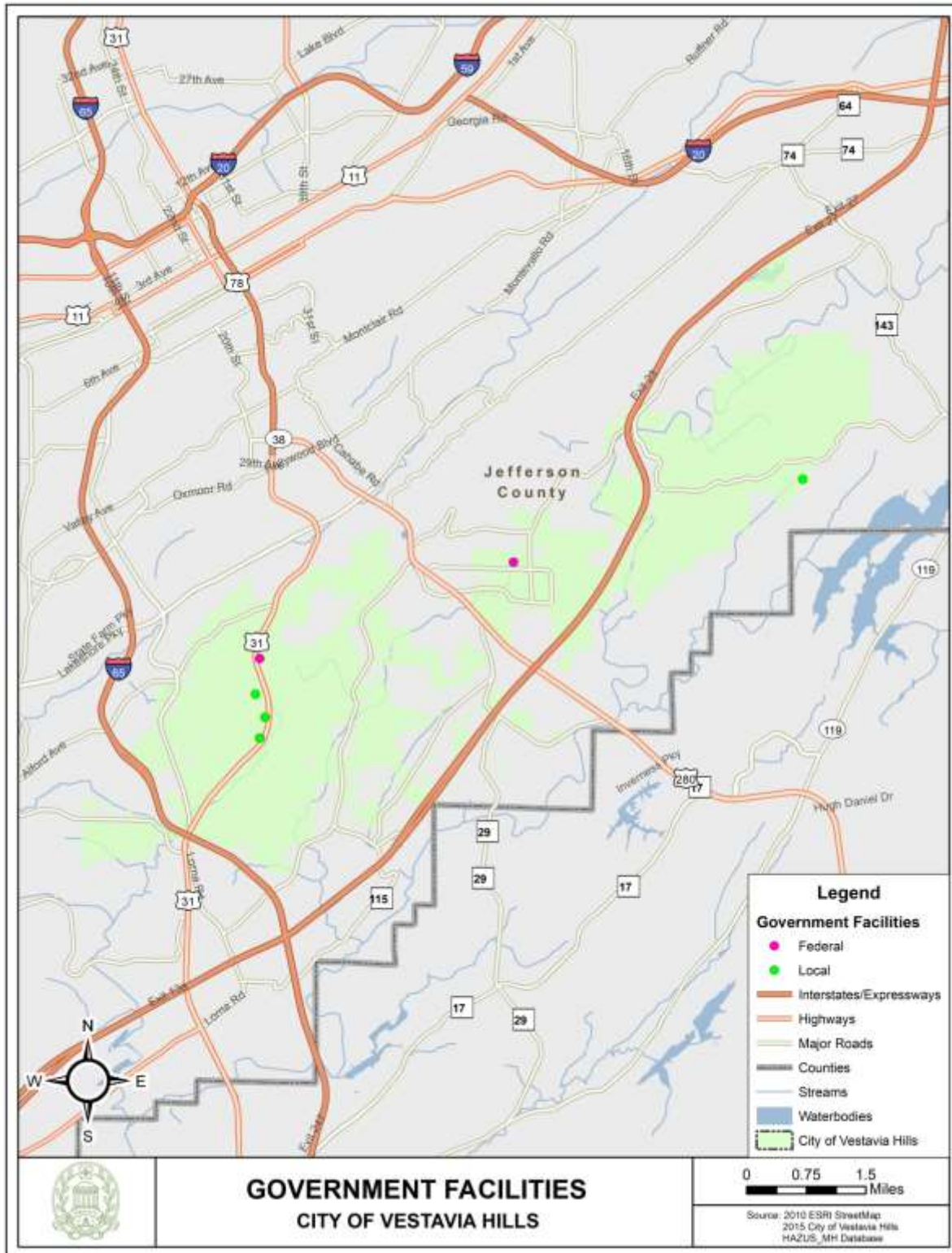


Table 4-6. Public Safety Facilities

Name	Address	Description	Zip Code	Lat	Lon
Birmingham Jefferson County EMA	513 Montgomery Hwy	Emergency	35216	33.4507	- 86.7878
Jefferson County Sheriffs Office	3000 Shades Crest Rd	Police	35216	33.4621	- 86.7597
Vestavia Hills Fire Station 1	509 Montgomery Hwy	Fire	35216	33.4507	- 86.7878
Vestavia Hills Fire Station 2	2925 Columbiana Rd	Fire	35243	33.4169	- 86.8056
Vestavia Hills Fire Station 3	3201 Morgan Dr	Fire	35216	33.4221	- 86.7784
Vestavia Hills Fire Station 4	13041 Liberty Pkwy	Fire	35242	33.4751	- 86.6896
Vestavia Hills Fire Station 5	3241 Cahaba Heights Rd	Fire	35243	33.4538	- 86.7287
Vestavia Hills Police Department	1032 Montgomery Hwy	Police	35216	33.4507	- 86.7878

Map 4-14. Public Safety Facilities

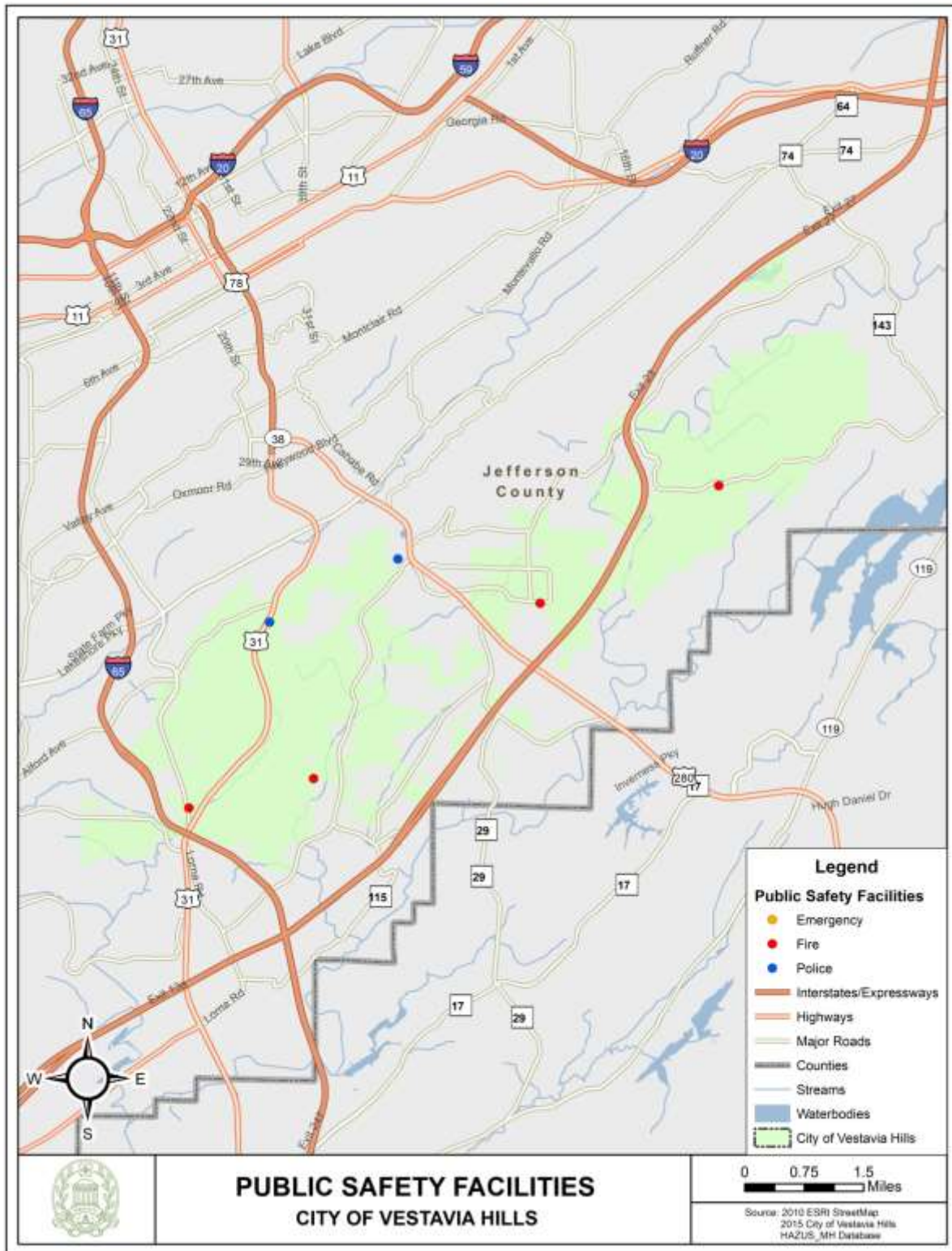


Table 4-7. Schools

Name	Address	Lat	Lon
Cahaba Heights Elementary School	4401 Dolly Ridge Rd	33.4521	-86.7378
Liberty Park Elementary School	17051 Liberty Parkway	33.4785	-86.6720
Liberty Park Middle School	17035 Liberty Parkway	33.4785	-86.6720
Pizitz Middle School	2020 Pizitz Dr	33.4207	-86.7952
Primrose School	1800 Urban Center Parkway	33.4813	-86.7017
Vestavia Hills Elementary Central	1289 Montgomery Hwy	33.4273	-86.7899
Vestavia Hills Elementary East	2105 Tyson Dr	33.4489	-86.7871
Vestavia Hills Elementary West	1965 Merryvale Rd	33.4330	-86.7899
Vestavia Hills High School	2235 Lime Rock Rd	33.4195	-86.7802

Map 4-15. Schools

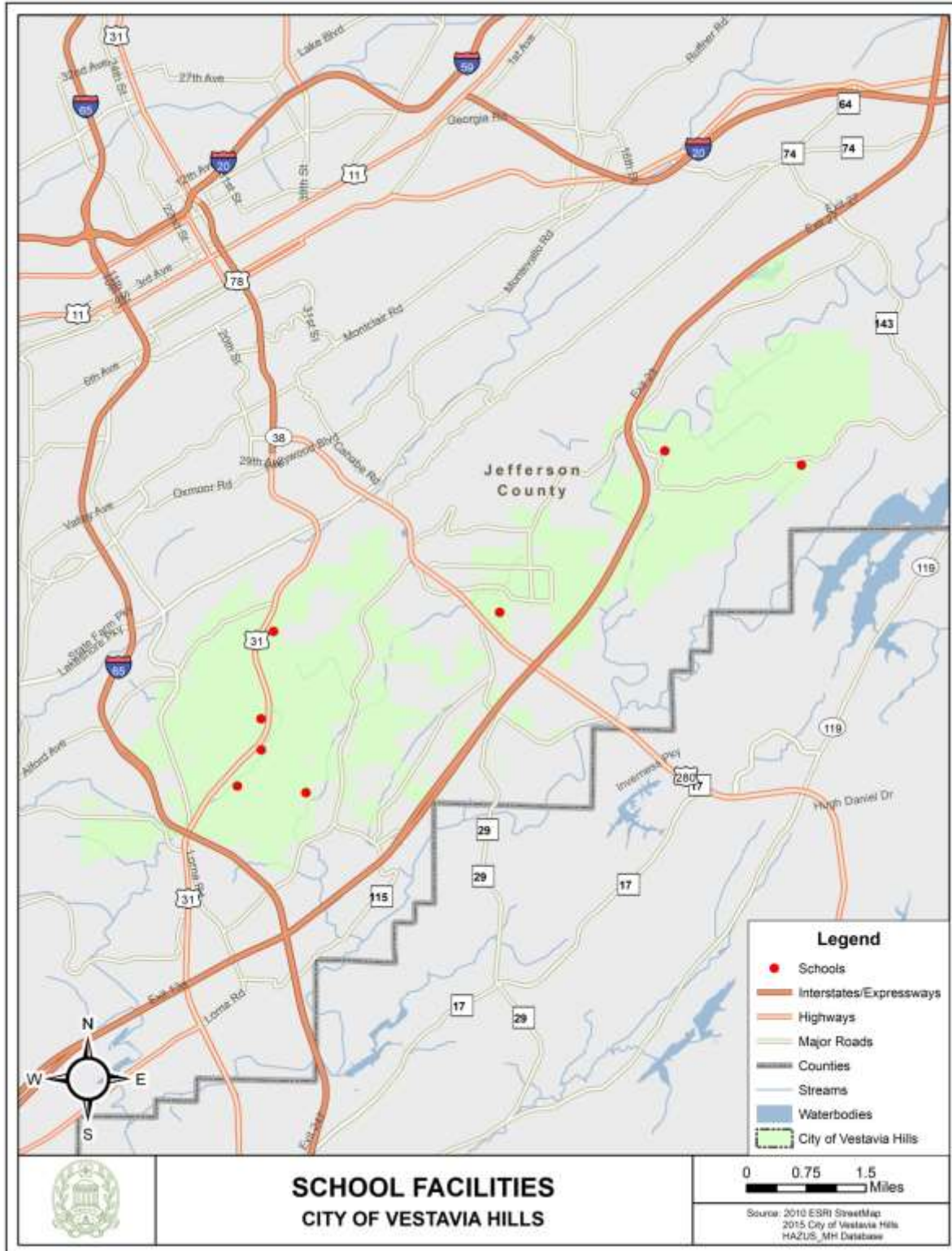


Table 4-8. Hospital and Elderly Care Facilities

Name	Description	Address	Zip Code	Lat	Lon
Alabama Baptist Childrens Home	Residential Facility	2681 Rocky Ridge Ln	35216	33.4039	-86.7646
Cahaba Ridge Retirement	Retirement/nursing home	3090 Healthy Way	35243	33.4268	-86.7385
Chateau Vestavia Independent	Retirement/nursing home	2401 Columbiana Rd	35216	33.4311	-86.8107
Columbia Cottage		3776 Crosshaven Dr		33.4689	-86.7318
Town Village Senior Living		2382 Dolly Ridge Rd		33.4231	-86.7734

Map 4-16. Hospital and Elderly Care Facilities

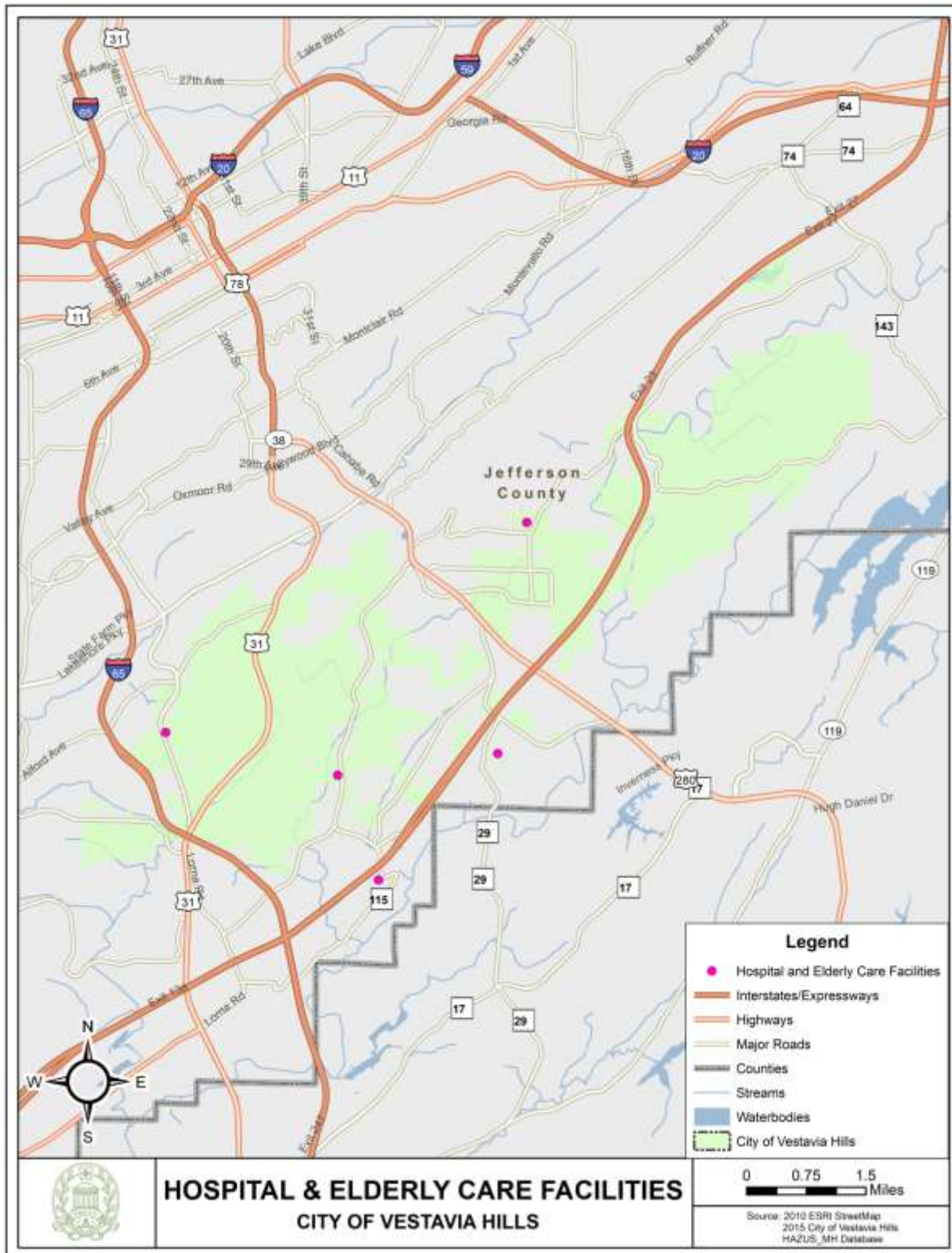


Table 4-9. Utilities

Name	Address	Facility Type	Lat	Lon
APCO Substation	635 Tremont Dr	Power	33.4482	-86.7882
Power Substation	3013 Massey Rd	Power	33.4205	-86.8015
Power Substation	1436 Montgomery Hwy	Power	33.4207	-86.8001
Power Substation	2400 Rocky Ridge Rd	Power	33.4141	-86.7746
Sewage Treatment Plant	13059 Liberty Parkway	Sewer	33.4751	-86.6894
Water Tower	646 Gary Mac Dr	Water	33.4121	-86.8302
Water Tower	1656 Panorama Dr	Water	33.4140	-86.7917

Map 4-17. Utility Facilities

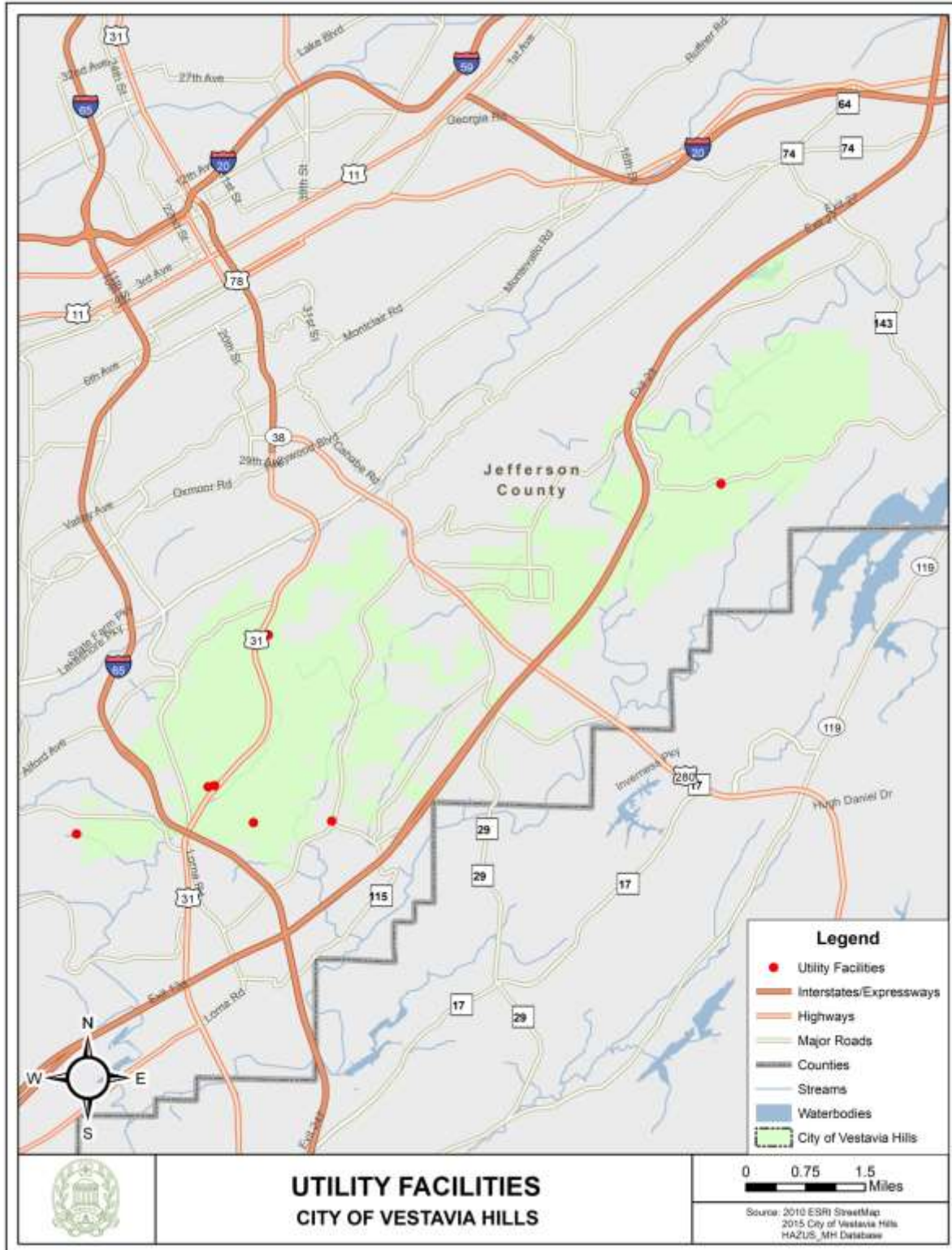


Table 4-10. Communication Facilities

Name	Address	Callsign	Lat	Lon
Alabama Gas Corporation	2501 Aspen Cove Drive	WQGN457	33.4254	-86.7641
Alabama Gas Corporation	1012 Firewood Circle	WQJQ837	33.4664	-86.7176
AT&T Substation	1474 Montgomery Hwy		33.4168	-86.8030
AT&T Substation	3203 Ridgley Dr		33.4552	-86.7304
Briarwood Presbyterian Church	2200 Briarwood Way	WPNJ983	33.4168	-86.7604
Cell Tower	1386 Montgomery Hwy		33.4255	-86.7952
Cell Tower	2645 Hackberry Rd		33.4148	-86.8093
Falcon Direct Inc	2600 Vestavia Dr	WQHG753	33.4625	-86.7690
FCI 900, INC.	2679 Hackberry Road	WQHT805	33.4153	-86.8083
Slappey Communications	4260 Cahaba Heights Rd		33.4536	-86.7351

Map 4-18. Communication Facilities

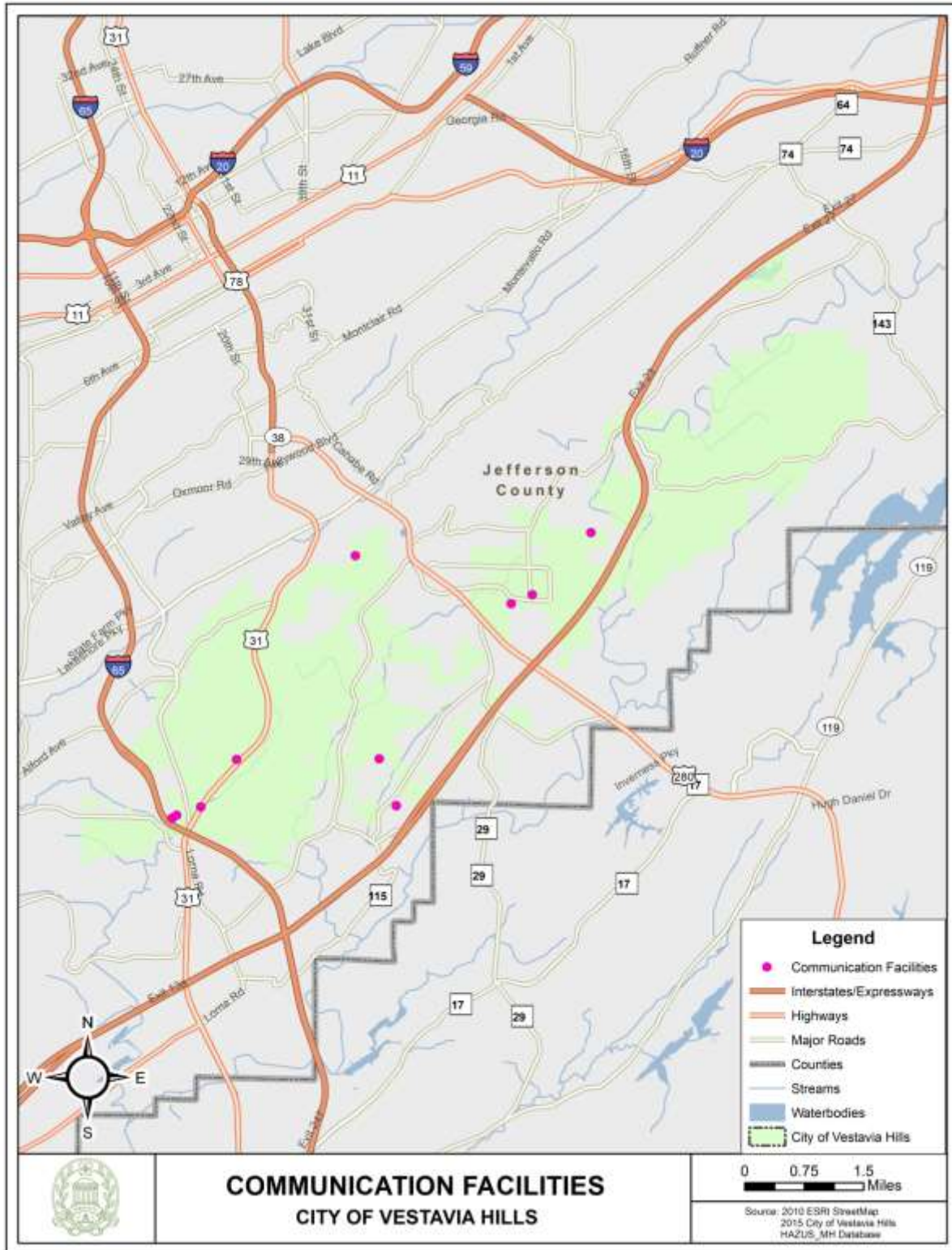
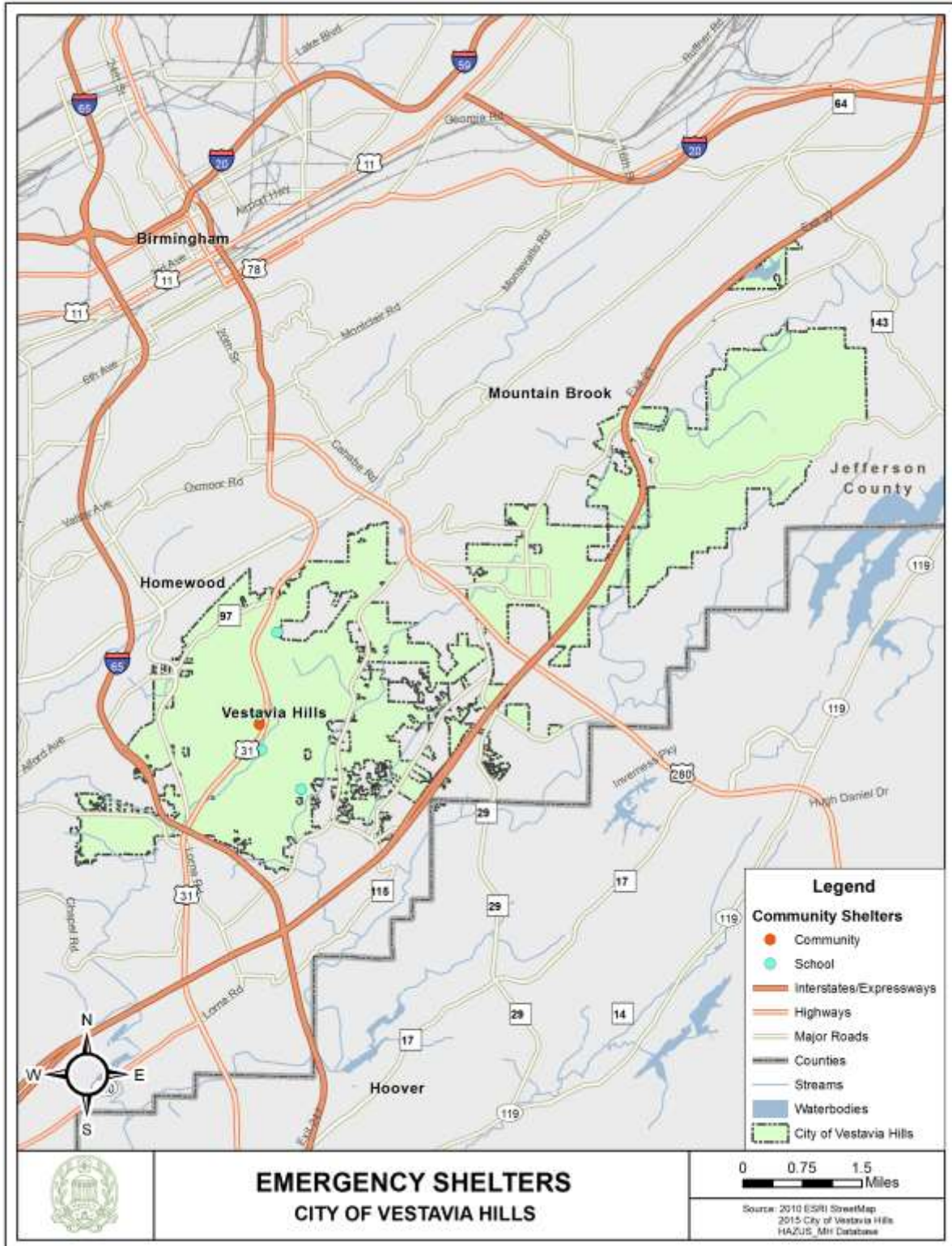


Table 4-11. Emergency Shelters

Name	Address	Zip Code
Vestavia Civic Center	1973 Merryvale Rd.	35216
Vestavia Hills Elementary Central	1289 Montgomery Hwy	35216
Vestavia Hills Elementary East	2109 Tyson Drive	35216
Vestavia Hills Elementary West	1965 Merryvale Road	35216
Vestavia Hills High School	2235 Lime Rock Rd.	35216

Map 4-19. Emergency Shelters



As previously stated, critical or essential facilities are crucial following a flood event to provide assistance and needed services to the public. It is important that these facilities are able to operate fully before, during, and after a flood hazard event. Table 4-12 contains an inventory of primary critical facilities and the expected damage from a 100-year flood event generated from the HAZUS model.

Table 4-12. Expected Damage to Essential Facilities from a 100-Year Flood Event

Classification	Total	At Least Moderate	At Least Substantial	Loss of Use
Fire Stations	2	0	0	0
Hospitals	1	0	0	0
Police Stations	2	0	0	0
Schools	27	1	0	1

In addition to the above damage estimates above, the HAZUS model indicates that all available hospital beds remain available following the modeled 100-year return period flood event.

It is important to note that HAZUS-generated structure counts, such as those in the above table, and values are approximate; however, the estimates from HAZUS are useful for prioritizing mitigation measures by place, since the relative values of existing and future populations, building inventories and values, and rates of exposure are considered reasonable for these purposes.

Local Economy

Flood damage to homes and property, city infrastructure and local business create vulnerabilities to the local economy. Businesses without utilities may not be able to function; creating loss in income for the owner and community. Damaged buildings and infrastructure will require costly repair or replacement claims to property owners, insurance companies and municipal governments. Impacts due to transportation during flood events can also cause vulnerabilities to the local economy. Transportation routes can be closed for short periods of time while flood waters are present and for longer periods of time if the roads have sustained damaged from the flooding.

The HAZUS model defines the economic losses as building-related losses only. The building-related losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated cost to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of damage sustained during a flood. Business interruption losses also include the temporary living expenses for the people displaced from their homes because of the flood. This section focuses on the business interruption losses.

HAZUS estimates the total economic loss for the 100-year flood event scenario is \$132.85 million, which represents 7.8% of the total replacement value of the scenario buildings. Of this total, \$370,000 or 0.3% of losses are categorized as business interruption losses. Table 4-13 below provides a summary of the economic losses associated with the building damage, both direct building losses and building interruption losses.

Table 4-13. Building-Related Economic Loss Estimates (millions of dollars)

Category	Area	Residential	Commercial	Industrial	Others	Total
Building Loss						
	Building	46.88	16.56	1.57	1.35	66.35
	Content	27.42	29.87	2.73	5.45	65.48
	Inventory	0.00	0.30	0.33	0.02	0.65
	Subtotal	74.30	46.73	4.63	6.81	132.47
Business Interruption						
	Income	0.00	0.13	0.00	0.01	0.14
	Relocation	0.03	0.03	0.00	0.00	0.06
	Rental Income	0.01	0.02	0.00	0.00	0.03
	Wage	0.00	0.12	0.00	0.03	0.16
	Subtotal	0.04	0.30	0.00	0.04	0.37
All	Total	74.34	47.02	4.63	6.85	132.85

Buildings

Many public and private buildings within the flood prone areas are subject to inundation during flood events. Older building infrastructure is especially vulnerable to damage in flood prone areas because they may have been constructed before flood ordinances required specific building construction criteria to prevent flood damage.

Within the risk assessment study area, there are an estimated 29,047 buildings with a total replacement value (excluding contents) of \$12.4 billion (2010 dollars). Over 90% of the buildings are categorized as residential housing with a replacement value of \$10.0 billion (81.28% of the total building value).

HAZUS estimates that approximately \$1.7 billion or 13.8% of the aggregate total building replacement value is at risk during the 100-year return period flood scenario.

The relative distribution of the value with respect to the overall occupancies generated by HAZUS for the modeled scenario is listed below in Table 4-14.

Table 4-14. Building Exposure by Occupancy Type for the 100-year Flood Scenario

Occupancy	Exposure (\$1000)	Percent of Total
Residential	1,333,469	78.1%
Commercial	307,865	18.0%
Industrial	30,407	1.8%
Agricultural	1,922	0.1%
Religion	21,628	1.3%
Government	87	0.0%
Education	12,848	0.8%
Total	1,708,226	100.00%

As shown in Table 4-13, building losses are the primary component in the total economic loss. The total building losses are \$132.47 million. The residential occupancies make up 56.1% of the total building loss value, while commercial occupancies make up only 35.3% of the total building loss value.

HAZUS estimates that about 146 buildings will be at least moderately damaged during the 100-year return period flood event. This is over 16% of the total number of buildings in the scenario. In addition, HAZUS estimates 20 buildings will be completely destroyed. Table 4-15 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4-16 summarizes the expected damage by general building type.

Table 4-15. Expected Building Damage by Occupancy

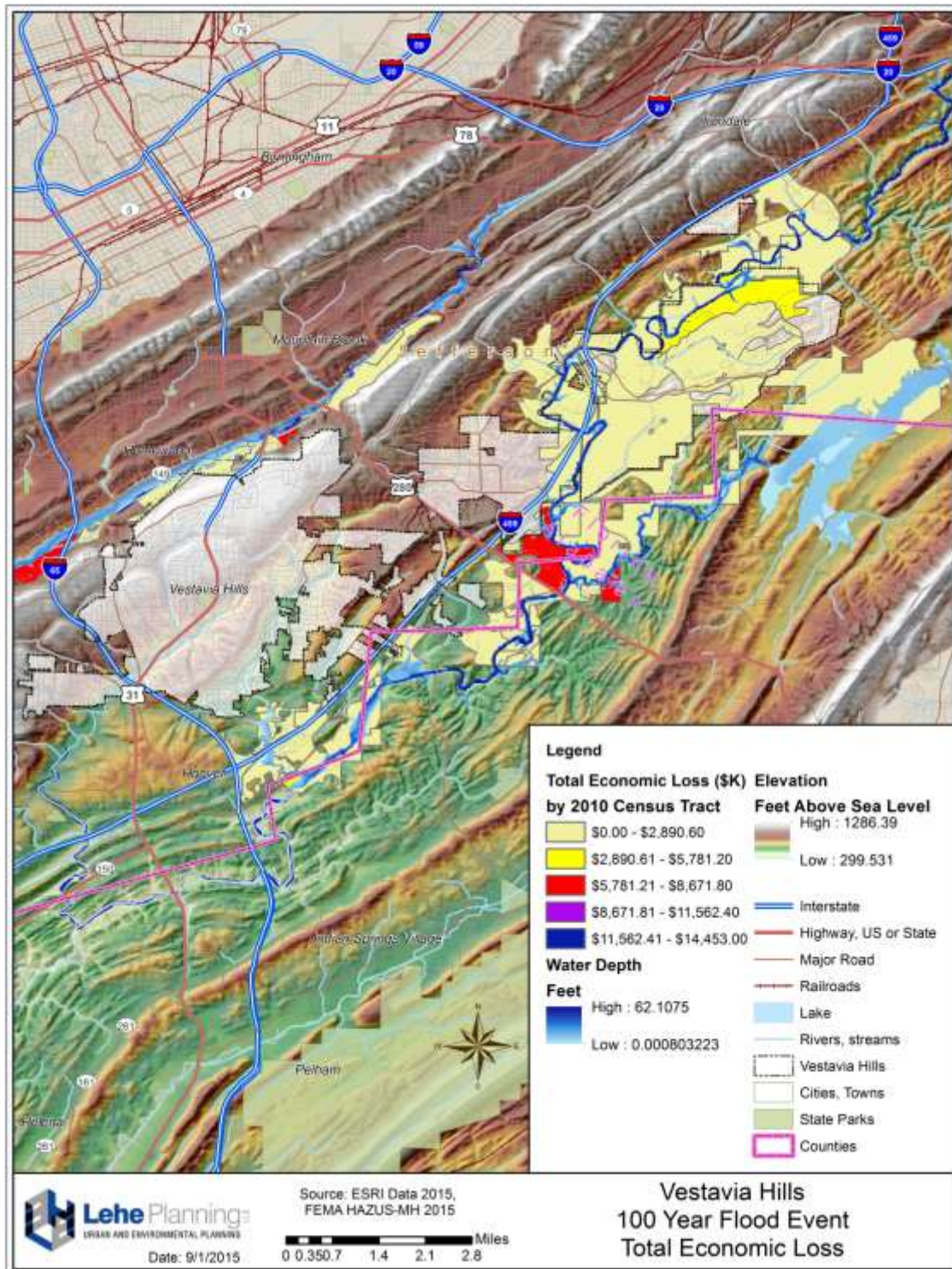
Occupancy	1-10		11-20		21-30		31-40		41-50		Substantially	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Commercial	0	0.00	0	0.00	1	50.00	0	0.00	1	50.00	0	0.00
Education	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Government	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Industrial	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Religion	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Residential	0	0.00	2	1.39	25	17.36	20	13.89	77	53.47	20	13.89
Total	0		2		26		20		78		20	

Table 4-16. Expected Building Damage by Building Type

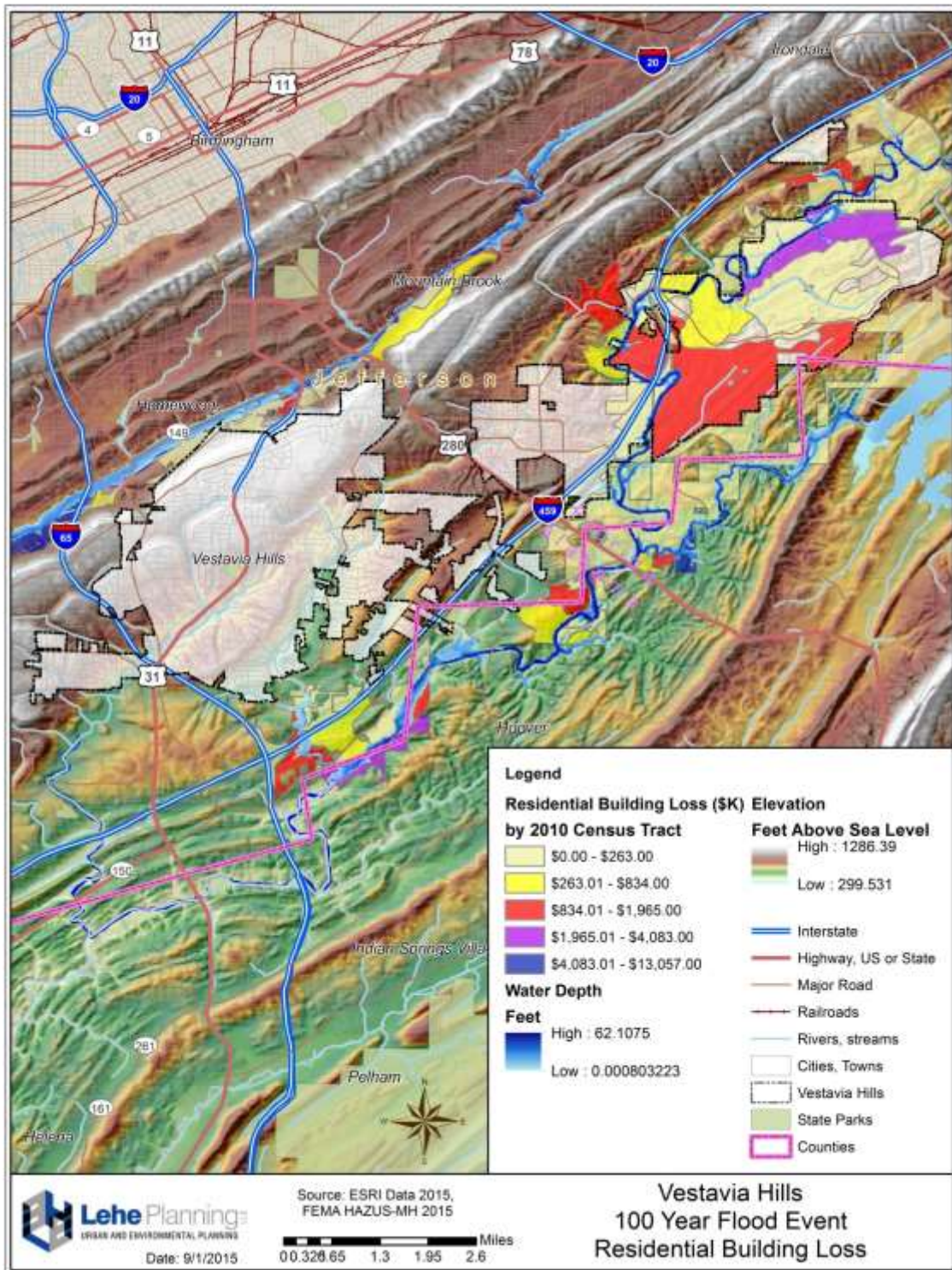
Occupancy	1-10		11-20		21-30		31-40		41-50		Substantially	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Manufactured Home	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Masonry	0	0.00	0	0.00	1	50.00	0	0.00	1	50.00	0	0.00
Steel	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Wood	0	0.00	2	1.41	24	16.90	20	14.08	76	53.52	20	14.08

Graphical representations of the HAZUS results (economic loss, residential loss, and displaced population) for the modeled 100-year flood event scenario are shown in Maps 4-20 through 4-22, which follow.

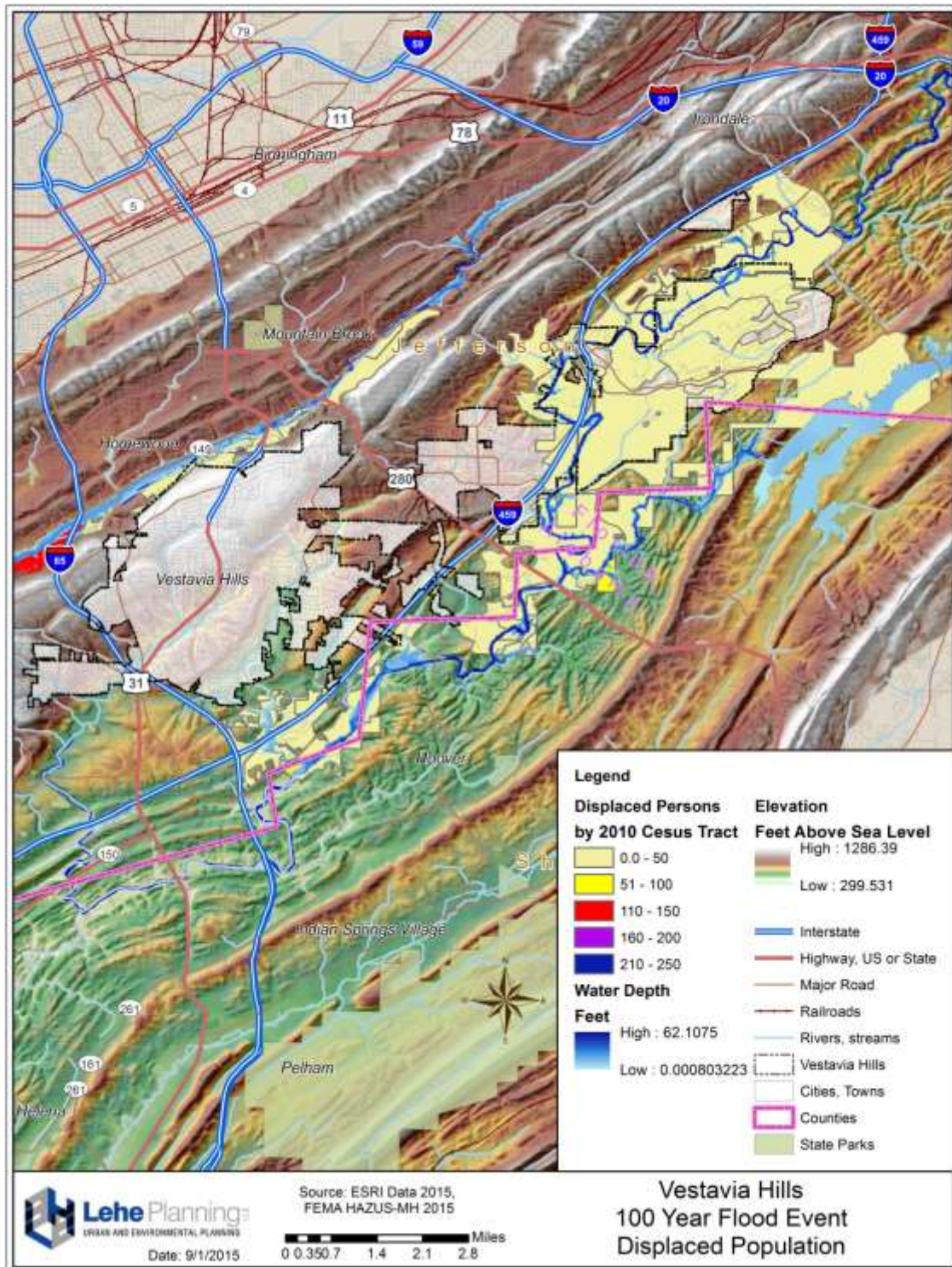
Map 4-20. Total Economic Loss from the 100-Year Flood Event



Map 4-21. Total Residential Building Loss from the 100-Year Flood Event



Map 4-22. Displaced Population from the 100-Year Flood Event



4.3.3 Historical Damage

Based on National Flood Insurance Program (NFIP) data obtained from the Alabama Office of Water Resources, the City of Vestavia Hills has 99 flood insurance policies held by residential and non-residential properties with a total insurance in force value of \$33,346,000, as of May 31, 2017. The closed amount of paid losses to date is \$1,386,887 from 22 claims. Table 4-17 summarizes the policies and claims by building type, and Table 4-18 summarizes the policies and claims by insurance zone.

Table 4-17. Flood Insurance Claims by Occupancy as of 05/31/17

Building Type	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	62	\$37,902	\$17,127,100	10	\$78,312.05	\$8,935.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	5	\$4,682	\$1,240,000	0	\$0.00	\$0.00
Non Residential	32	\$82,546	\$14,978,900	12	\$1,308,575.31	\$39,079.21
Total	99	\$125,130	\$33,346,000	22	\$1,386,887.00	\$48,014.00

Source: FEMA NFIP/Alabama Office of Water Resources

Table 4-18. Flood Insurance Claims by Insurance Zone as of 05/31/17, City of Vestavia Hills

Insurance Zone	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	30	\$67,611	\$10,444,400	9	\$1,118,497.80	\$30,537.24
A Zones	11	\$15,965	\$2,025,800	4	\$29,705.37	\$4,020.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zones						
Standard	10	\$12,304	\$2,910,800	3	\$190,077.51	\$8,541.97
Preferred	48	\$29,250	\$17,965,000	5	\$48,438.18	\$4,845.00
Total	99	\$125,130	\$33,346,000	21	\$1,386,717.00	\$47,943.00

Source: FEMA NFIP/Alabama Office of Water Resources

As shown in Table 4-18 above, the majority of the flood insurance claims come from properties within mapped A01-30 & AE Zones. It is interesting to note that a significant number of claims come from B, C, & X Zones that are areas designated as those of less frequent flood occurrence.

Repetitive loss properties account for over 25% of the total paid claims to date. According to the information from the National Flood Insurance Program (NFIP) provided by the Alabama Office of Water Resources, all of the current repetitive loss buildings were constructed prior to the adoption of the initial FIRM (Flood Insurance Rate Map) for the community. The number of losses and claims are summarized in Table 4-19 below.

Table 4-19. Community Repetitive Losses, City of Vestavia Hills

	Special Flood Hazard Areas			
	AE, A1-30, AO, AH, A	VE, V1-30, V	B, C, X	Total
RL Buildings (Total)	2	0	1	4
RL Buildings (Insured)	0	0	0	0
RL Losses (Total)	4	0	2	8
RL Losses (Insured)	0	0		0
RL Payments (Total)	\$320,915.65	\$0.00	\$30,806.51	\$364,828.42
Buildings	\$304,954.01	\$0.00	\$24,457.54	\$342,517.81
Contents	\$15,961.64	\$0.00	\$6,348.97	\$22,310.61
RL Payments (Insured)	\$0.00	\$0.00	\$0.00	\$0.00
Buildings	\$0.00	\$0.00	\$0.00	\$0.00
Contents	\$0.00	\$0.00	\$0.00	\$0.00

Source: FEMA NFIP/Alabama Office of Water Resources

4.3.4 Areas in the Floodplain that Provide Natural Functions

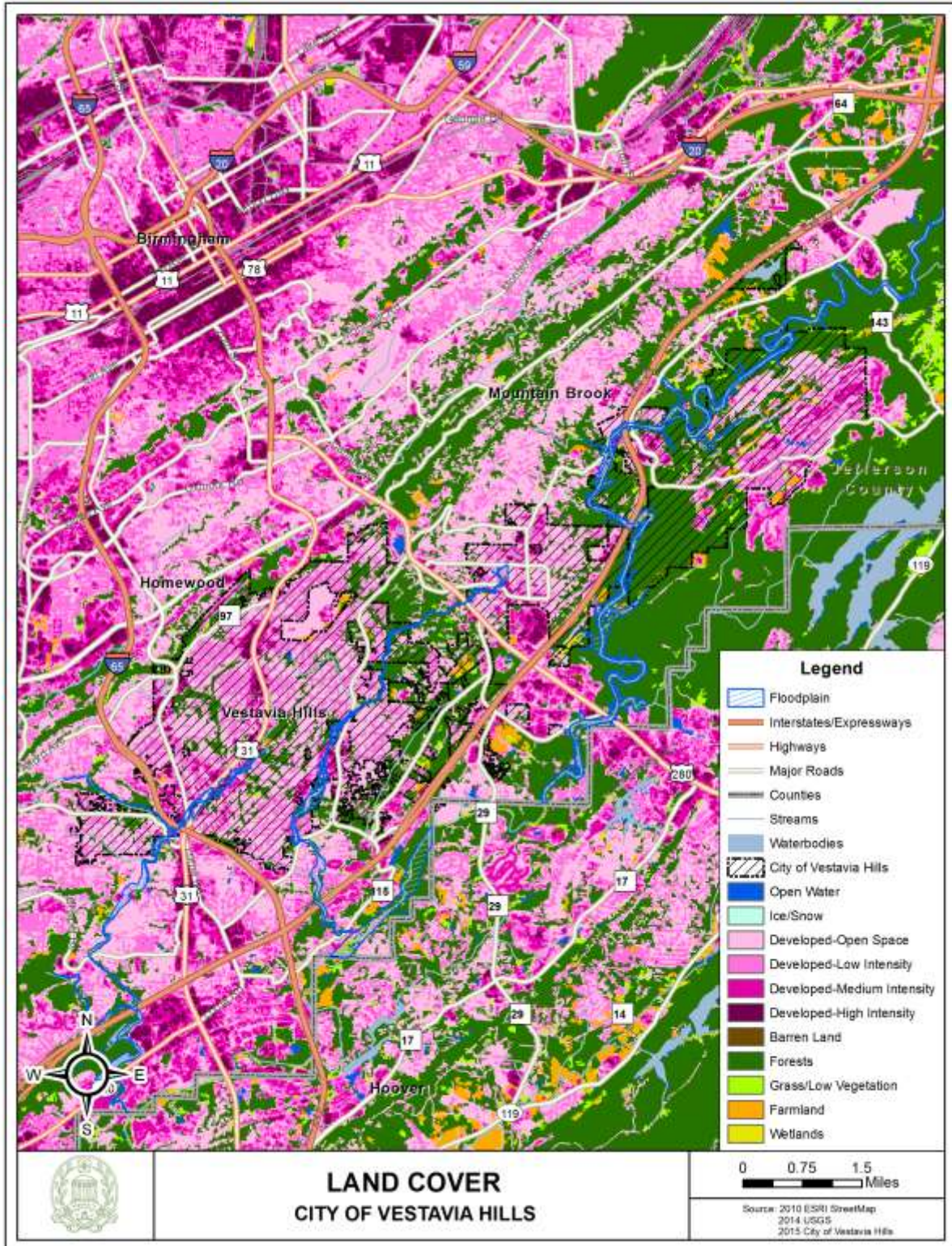
The Special Flood Hazard Area (SFHA) covers 1,777 acres within the City of Vestavia Hills. Much of the floodplain has been previously developed; however, portions remain undeveloped. Using the USGS National Land Cover Database 2011 and the FEMA National Flood Hazard Layer, an estimated 1,169 acres (65.8%) of the Special Flood Hazard Area (SFHA) remain undeveloped and provide natural and beneficial functions (Map 4-23). These areas can be more effective at controlling or attenuating flooding as well as less expensive over the long term than traditional manmade flood control structures. Alteration of these areas within the floodplain can have an adverse impact on the magnitude and extent of flooding. Natural and beneficial functions of floodplains include the following:

- **Water Resources**
 - *Natural Flood and Erosion Control*
 - Provide flood storage and conveyance
 - Reduce flood velocities
 - Reduce peak flows
 - Reduce sedimentation

- *Water Quality Maintenance*
 - Filter nutrients and impurities from runoff
 - Process organic wastes
 - Moderate temperature fluctuations
- *Groundwater Recharge*
 - Promote infiltration and aquifer recharge
 - Reduce frequency and duration of low surface flows
- **Biological Resources**
 - *Biological Productivity*
 - Promote vegetative growth through rich alluvial soils
 - Maintain biodiversity
 - Maintain integrity of ecosystems
 - *Fish and Wildlife Habitats*
 - Provide breeding and feeding grounds
 - Create and enhance waterfowl habitat
 - Protect habitats for rare and endangered species

Source: [A Unified National Program for Floodplain Management](#), FEMA-248 (1994)

Map 4-23. Land Cover within the Floodplain



4.3.5 Future Development and Population Trends

The HAZUS model provided estimated losses to critical facilities and building-related losses from the 100-year return period flood event, based on current population and inventory values. Future development and population trends may alter the City's vulnerability due to flooding and types of impacts to expect.

Future Development

A review of the Vision Plan for Vestavia Hills, 2011, US-31 Corridor Redevelopment Plan, 2012, the Cahaba Heights Plan Update, 2015, and the City of Vestavia Hills Comprehensive Plan 2004-2025, adopted 2004 identified areas of future development. In addition, each of these plans specifically addresses development within the floodway and floodplain.

The US-31 Corridor Redevelopment Plan focuses on the commercial corridor along US Highway 31 within the City. Although almost entirely developed, this renewal plan promotes targeted redevelopment of the underutilized areas with emphasis on greenways and re-establishing the floodplain along Patton Creek. Although the density and imperviousness of the projected redevelopment along this corridor is expected to increase, the use of green infrastructure and current stormwater design standards may help offset any adverse hydrologic effects since first developed over 40 years ago.

The Cahaba Heights Plan Update is an amendment to the prior Cahaba Heights Community Plan drafted in 2008. Like the previous plan, this plan focuses on one specific area within the City, Cahaba Heights. The major watercourse in this area is Little Shades Creek. Concepts identified in this plan include creating a pedestrian-friendly village center, mixed-use development, higher density development, flood mitigation, and sustainable infrastructure. This plan recommends commencing immediately engineering studies to address stormwater management. These studies should identify current issues and recommend strategies to help mitigate flooding while planning for future, higher density development in the area.

Meadowlawn Park completed construction in early 2017 in the Cahaba Heights area within Vestavia Hills. Project components included the restoration of Little Shades Creek, the addition of a floodplain bench to improve floodplain storage, and the creation of a wetland in the former channel that also serves to mitigate flows during large storm events. The park is located on four residential lots that previously experienced multiple flood losses. The passive park not only will be an amenity for the community, but it provides flood mitigation, both from a property acquisition perspective as well as a flood control standpoint.

The Vision Plan for Vestavia Hills and the City of Vestavia Hills Comprehensive Plan 2004-2025 were comprehensive City economic development plans that provide details on anticipated growth areas. The US-31 Corridor Redevelopment Plan and the Cahaba Heights Plan Update provides specific details for each of those areas addressed, but the overall concepts and growth areas discussed in the City's Vision Plan provide the framework for how these specific area plans fit into the city-wide picture.

The Vision Plan for Vestavia Hills and the City of Vestavia Hills Comprehensive Plan 2004-2025 identify the following areas as commercial areas with growth potential:

- US-31 corridor
- Cahaba Heights (Cahaba Heights Road, Dolly Ridge Road, Pump House Road, and Pipe Line Road)
- Patchwork Farms
- Liberty Park
- Acton Road
- Rocky Ridge Road
- Columbiana Road

Residential growth areas are also identified in the City of Vestavia Hills Comprehensive Plan 2004-2025. With little undeveloped land remaining in the city, with the exception of Liberty Park, residential growth areas are sparse. Much of the residential growth will come from mixed-use development within the commercial areas listed above as well as continued infill within the city. The residential growth areas specified in the plan and known at this time are as follows:

- Liberty Park
- Acton Road/Altadena Valley
- Patchwork Farms

Population Trends

New growth and expansion areas are needed as population increases. Growth in the City of Vestavia Hills outpaced that of the State's growth from 2000 to 2010, by almost 32%. Growth rates from 1990 to 2000 for the City of Vestavia Hills were more than double the State growth, with 10.1% for the State and 23.9% for the City. The annexation of Cahaba Heights in 2002 is estimated to have contributed approximately 50% of the population growth from 2000 to 2010 (Cahaba Heights population in the 2000 census was 5,203). Table 4-20 depicts population growth trends from 1990 to 2010 based on U.S. Census Bureau statistics.

Since 2010, the Center for Business and Economic Research at the University of Alabama estimates relatively stagnant population growth in Vestavia Hills (0.2% change, 2010-2014). The Birmingham-Hoover Metropolitan Statistical Area is expected to grow 16.6% by 2040. An alternative approach to estimate future population growth utilizes the census information from 1990 through 2010 for Vestavia Hills and Cahaba Heights census-designated place. This method estimates a 6% increase in population between 2010 and 2014. Based on this, it is expected that Vestavia Hills population will continue to increase over this period. Tables 4-21 through 4-22 are from the Center for Business and Economic Research at the University of Alabama and provide current and projected population growth trends for the study region.

Table 4-20. Historic Growth Trends

	1990	2000	Number Change (1990-2000)	Percent Change (1990-2000)	2010	Number Change (2000-2010)	Percent Change (2000-2010)
Alabama	4,040,389	4,447,100	406,711	10.1%	4,779,736	332,636	7.5%
Vestavia Hills city	19,749	24,476	4,727	23.9%	34,033	9,557	39.1%
Cahaba Heights CDP	4,778	5,203	425	8.9%	-	-	-

Source: U. S. Census Bureau, 2010

Table 4-21. 2010 to 2015 Population Estimates

	April 1, 2010		Population Estimates (as of July 1)			Change, 2010-2015	
	Census	Est. Base	2010	2013	2015	Number	Percent
Alabama	4,779,736	4,780,127	4,785,161	4,830,533	4,858,979	78,852	1.6
Vestavia Hills city	34,033	34,107	34,089	33,997	34,174	67	0.2

Source: U.S. Census Bureau, Population Division, and Center for Business and Economic Research, University of Alabama, July 2015.

Table 4-22. 2000-2010 Population and 2015-2040 Projections

MSA	Census		Projection				Change 2010-2040	
	2000	2010	2015	2020	2030	2040	Number	Percent
Alabama	4,447,100	4,779,736	4,855,847	4,940,438	5,110,968	5,288,583	508,847	10.6
Birmingham-Hoover	1,052,238	1,128,047	1,144,942	1,167,297	1,209,177	1,246,782	118,735	10.5

Note: These projections are driven by population change between Census 2000 and Census 2010 as well as changes between Census 2010 and April 1, 2015 Population Estimate. Recent data on births and deaths from the Alabama Department of Public Health are used to derive birth and death rates for the state and each county. County projections are summed to their respective metropolitan areas. Projections were revised in 2016 based on trends in population and development from 2010 to 2015.

Source: U.S. Census Bureau and Center for Business and Economic Research, University of Alabama, August 2016.

4.3.6 Future Flooding Conditions

With an increasing population and continued development within the City, changes to the flooding conditions can be expected. Based on the population trends shown in Table 4-22, the population of the City of Vestavia Hills is expected to continually grow and increase in population. With the increase in population, development will continue to expand to provide housing, commercial, and government facilities (schools, police, fire, etc.) to keep up with the ever-increasing demand.

The population increase will increase the pressure to develop or redevelop properties within floodplains and other less desirable sites. Future development within the floodplain could

potentially have an adverse effect on flooding due to loss of floodplain storage, increased flows, and higher velocities. Moreover, the more developed each watershed becomes, the greater likelihood for increases in flows; consequently, higher flood elevations and more frequent flooding can be expected. Developing these sites without causing adverse hydrologic impacts to the watershed and receiving water is possible; however this will require significant planning and engineering to ensure both upstream and downstream properties are unaffected by the development.

Chapter 5 – Mitigation Strategy

- 5.1 Floodplain Management Goals
- 5.2 Review of Floodplain Management Activities
- 5.3 Floodplain Management Action Plan

5.1 Floodplain Management Goals

5.1.1. Purpose and Basis for Goals

The Vision

The goals that guide this Mitigation Strategy for floodplain management have been developed to help achieve the City’s long-range vision for flood disaster resistance and community resiliency. Ultimately, the City aims to achieve active resistance to the threats of flooding and related natural hazards to human life and property through publicly-supported mitigation actions with proven results. The City embraces a long-term commitment to reduce the exposure and risks to flooding and related hazards within its jurisdiction. The City plans to activate all of its available resources through cooperative governmental and private sector initiatives, augmenting public knowledge and awareness, and enhancing local mitigation capabilities to maximize community resiliency.

Consistency with Adopted County Plan

The vision and goals of this plan are fully consistent with the vision statement and goals set forth in the 2014 Jefferson County Multi-Hazard Mitigation Plan, which has been adopted by the City of Vestavia Hills. The first five goals mirror those of the Jefferson County plan, and the sixth Emergency Services Goal supplements the County goals.

5.1.2. Goals for Floodplain Management

To attain its vision, the City of Vestavia Hills hereby establishes the following goals to guide its floodplain management activities:

1. **Preventive Goal.** Manage the development of land and buildings to minimize risks of loss due to flooding and related natural hazards. Protect structures and their occupants and contents from the damaging effects of such hazards.
2. **Property Protection Goal.** Protect structures and their occupants and contents from the damaging effects of flooding and related natural hazards.
3. **Public Education and Awareness Goal.** Educate and inform the public about the risks of flooding and related natural hazards and the techniques available to reduce threats to life and property.

4. **Natural Resources Protection Goal.** Preserve and restore the beneficial functions of floodplains and the natural environment to promote sustainable community development that balances the constraints of nature with the social and economic demands of the community.
5. **Structural Projects Goal.** Apply engineered structural modifications to natural systems and public infrastructure to reduce the potentially damaging impacts of flooding and related natural hazards, where found to be feasible, cost effective, and environmentally suitable.
6. **Emergency Services Goal.** Improve the efficiency, timing, and effectiveness of response and recovery efforts for flooding and related natural disasters.

5.2 Review of Floodplain Management Activities

5.2.1 Review of Current CRS Floodplain Management Activities

As part of the planning process, an assessment was conducted to identify potential credits for current flood plain management activities under the Community Rating System (CRS) Program. Upon application to the CRS Program, a CRS Verification Visit will be conducted by the Insurance Services Office, Inc. (ISO), which will issue a Verification Report that documents the points that can be credited for the City's initial entry into the CRS Program. Usually, a community will enter the CRS as a class 9 community.

A summary of these findings with estimated credit points for each of the current activities are organized according to the goals of this plan, as follows:

1. Preventive Activities.

- Activity 310 – Elevation Certificates: The Building Official maintains elevation certificates for new and substantially improved buildings. (38 points)
- Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map. To receive credit, the service must be publicized annually and records must be maintained. (30 points)
- Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing regulations that require freeboard for new and substantial improvement construction, cumulative substantial improvement, and local drainage protection. Credit is also provided for the enforcement of building codes. (177 points)
- Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using overlay maps in the day to day management of the floodplain.

Credit is also provided for maintaining copies of all previous FIRMs. (100 points)

- Activity 450 – Stormwater Management: The community enforces regulations for stormwater management, soil and erosion control. (84 points)

2. Property Protection Activities

- Activity 520 – Acquisition and Relocation: Credit is provided for acquiring and relocating 4 buildings from the community’s regulatory floodplain. (12 points)

3. Public Education and Awareness Activities

- No credit.

4. Natural Resources Protection Activities

- Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 5 percent of the Special Flood Hazard Area as open space. (70 points)

5. Structural Projects Activities

- No credit.

6. Emergency Services Activities

- No credit.

5.2.2 Review Criteria

STAPLEE Review

In addition to the current activities, which have been carried forward to the Action Plan, a range of other possible activities have been reviewed for effectiveness in preventing or reducing the severity of the problems identified in *Chapter 4. - Risk Assessment*. With the exception of certain activities that are clearly not feasible or inappropriate, all of the remaining activities described here have been evaluated for possible inclusion in the Action Plan. These include a wide range of possible activities to assure all potential alternatives have been considered.

The pros and cons of each activity have been evaluated by applying the STAPLEE method, the same method applied to the evaluation of mitigation measures in the County plan. The STAPLEE method examines social, technical, administrative, political, legal, environmental, and economic considerations and provides a ready method for rating and prioritizing each mitigation activity. To perform this evaluation,

each measure must respond to many of the questions presented below for each of the areas of consideration:

Social Considerations.

- *Environmental justice.* Will the proposed measure be socially equitable to minority, disadvantaged, and special needs populations, such as the elderly and handicapped?
- *Neighborhood impact.* Will the measure disrupt established neighborhoods or improve quality of life for affected neighborhoods?
- *Community support.* Is the measure consistent with community values? Will the affected community support the measure?
- *Impact on social and cultural resources.* Does the measure adversely affect valued local resources or enhance those resources?

Technical Considerations.

- *Technical feasibility.* Is the proposal technically possible? Are there technical issues that remain? Does the measure effectively solve the problem or create new problems? Are there secondary impacts that might be considered? Have professional experts been consulted?

Administrative Considerations.

- *Staffing.* Does the City have adequate staff resources and expertise to implement the measure? Will additional staff, training, or consultants be necessary? Can local funds support staffing demands? Will the measure overburden existing staff loads?
- *Maintenance.* Does the City have the capabilities to maintain the proposed project once it is completed? Are staff, funds, and facilities available for long-term project maintenance?
- *Timing.* Can the measure be implemented in a timely manner? Are the timeframes for implementation reasonable?

Political Considerations.

- *Political support.* Do the Mayor and City Council support the proposed measure? Does the public support the measure? Do stakeholders support the measure? What advocates might facilitate implementation of the proposal?

Legal Considerations.

- *Legal authority.* Does the City have the legal authority to implement the measure? What are the legal consequences of taking action to implement the measure as opposed to an alternative action or taking no action? Will new legislation be required?

Environmental Considerations.

- *National Environmental Policy Act (NEPA).* Will the measure be consistent with Federal NEPA criteria? How will the measure affect environmental resources, such as land, water, air, wildlife, vegetation, historic properties, archaeological sites, etc.? Can potentially adverse impacts be sufficiently mitigated through reasonable methods?
- *State and local environmental regulations.* Will the measure be in compliance with State and local environmental laws, such as flood plain management regulations, water quality standards, and wetlands protection criteria?
- *Environmental conservation goals.* Will the proposal advance the overall environmental goals and objectives of the community?

Economic Considerations.

- *Availability of funds.* Will the measure require Federal or other outside funding sources? Are local funds available? Can in-kind services reduce local obligations? What is the projected availability of required funds during the timeframe for implementation? Where funding is not apparently available, should the project still be considered but at a lower priority?
- *Benefits to be derived from the proposed measure.* Will the measure likely reduce dollar losses from property damages in the event of a hazard? To what degree?
- *Costs.* Are the costs reasonable in relation to the likely benefits? Do economic benefits to the community outweigh estimated project costs? What cost reduction alternatives might be available?
- *Economic feasibility.* Have the costs and benefits of the preferred measure been compared against other alternatives? What is the economic impact of the no-action alternative? Is this the most economically effective solution?
- *Impact on local economy.* Will the proposed measure improve local economic activities? What impact might the measure have on the tax base?

- *Economic development goals.* Will the proposal advance the overall economic goals and objectives of the community?

The STAPLEE method of evaluation also facilitates the prioritization of measures. If a measure under consideration is found to be financially feasible and has high ratings within other areas of consideration, it might be given a higher priority for implementation than measures that fell lower in the ratings. Moreover, a general economic evaluation can be performed as part of the STAPLEE method, as described above. Weighing potential economic benefits to reducing damages against costs make it possible to select among competing projects.

Especially important to the selection process is availability of funds through local, State, Federal, and private resources. Potential FEMA Hazard Mitigation Assistance (HMA) grant programs, such as FEMA’s Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Grant Program (PDM), and the Flood Mitigation Assistance (FMA) Program are sometimes available to help fund eligible projects. As new sources of funding become available through the HMA grant programs, or other sources, the priorities for implementation of select projects may need to be reevaluated.

Another consideration for evaluating alternative mitigation measures is the capability of the City to implement the measures. Appendix D “Community Mitigation Capabilities Assessment” examines select capability measures.

5.2.3 Community Mitigation Action Program of the County Plan

The activities listed in this section are those related to the mitigation of flooding and related hazards that are included in the *City of Vestavia Hills Community Action Program* in the 2014 Jefferson County Multi-Hazard Mitigation Plan that has been adopted by the Vestavia Hills City Council. All of these activities have been considered for inclusion in the Floodplain Management Action Plan. Published as Part 2 “Community Action Programs” of the 2014 plan, the City’s action program the “Action Items” to be implemented over the five year planning cycle between 2014 and 2019. For each measure, the action program identifies the hazards addressed, the priority, timeline, lead responsibility for implementation, estimated cost, and funding source.

1. General: All Hazards

Public Education and Outreach Activities

- Emergency preparedness education programs for schools.
- Drills, exercises in homes, workplaces, classrooms, etc.
- Everbridge Emergency Alert Notifications.
- Hazard “safety fairs.”
- Hazard conferences, seminars.
- Preparedness handbooks, brochures. Distribution of severe weather guides, homeowner’s retrofit guide, etc.
- Regular newspaper articles.

- Direct mailings.
- Use of social media.

2. Hazard Specific: Flooding

- Incorporate flood mitigation in local planning.
- Form partnerships to support floodplain management.
- Limit or restrict development in floodplain areas.
- Adopt and enforce building codes and development standards.
- Improve storm water management planning.
- Adopt policies to reduce storm water runoff.
- Improve flood risk assessment.
- Join or improve compliance with NFIP.
- Manage the floodplain beyond minimum requirements.
- Participate in the CRS.
- Establish local funding mechanisms for flood mitigation.
- Remove existing structures from flood hazard areas.
- Improve storm water drainage system capacity.
- Conduct regular maintenance of drainage systems and flood control structures.
- Elevate or retrofit structures and utilities.
- Floodproof residential and non-residential structures.
- Protect infrastructure.
- Protect critical facilities.
- Construct flood control measures.
- Protect and restore natural flood mitigation features.
- Preserve floodplains as open space.
- Increase awareness of flood risk and safety.
- Educate property owners about flood mitigation techniques.

3. Multiple Hazards

- Assess community risk.
- Map community risk.
- Prevent development in hazard areas.
- Adopt development regulations in hazard areas.
- Limit density in hazard areas.
- Integrate mitigation into local planning.
- Strengthen land use regulations.
- Adopt and enforce building codes.
- Create local funding mechanisms for hazard mitigation.
- Incentivize hazard mitigation.
- Monitor mitigation plan implementation.
- Protect structures.

- Protect infrastructure and critical facilities.
- Increase hazard education and risk awareness.
- Improve household disaster preparedness.
- Promote private mitigation efforts.

5.2.4 Discussion of Alternative Mitigation Activities

The Floodplain Management Planning Committee (FMPC) reviewed the current activities that could be credited under the Community Rating System (CRS) Program (see section 5.2.1 above), the activities endorsed by the City of Vestavia Hills in its Community Action Program, adopted as a component of the 2014 Jefferson County, Alabama, Multi-Hazard Mitigation Plan and further evaluated a full range of alternative mitigation activities presented in this section. All of these potential mitigation activities were summarized and presented as an exercise completed by members of the FMPC and discussed at their November 21, 2017, meeting. The results of this exercise can be found in Appendix G “Alternative Mitigation Measures Exercise.” The alternatives considered for inclusion in the Floodplain Management Action Program have been grouped according to the six goal areas, noted below. These activities have been evaluated according to the STAPLEE method for appropriateness, taking into account the pros and cons of each potential mitigation activity. Further, the City’s funding and implementation capabilities have been carefully considered. A discussion of the evaluation results follows.

1. Preventive Activities

Existing Preventive Activities.

The City has a range of planning and regulatory tools available to manage development and reduce future flood losses, as discussed below. The City Planner and City Clerk/Zoning Official have primary responsibility for maintaining and enforcing these tools, with the support of the Engineering Department.

The City has a longstanding record of active comprehensive planning. As discussed in Section 4.3.5 “Future Development and Population Trends,” comprehensive plans adopted by the City over the past decades intend to manage future growth and development throughout the City, thereby reducing future flood losses.

As described in Appendix D “Mitigation Capabilities Assessment,” the City adopted the Vestavia Hills Comprehensive Master Plan 2004-2025 on June 21, 2004. The overall purpose of this plan is to guide decisions and actions that can influence future growth and land development. The plan also addresses the flood hazard and its impacts. The 2004 Plan began a continuous and active planning process with major additions to the Plan as recently as 2017.

The City administers the 2015 International Code Series of building and technical codes that establish minimum design and construction standards for all aspects of building construction. The codes are enforced through residential and commercial permitting systems and are integrated with other development controls, including floodplain management controls, through permitting systems and interdepartmental review processes.

Central to land use and development control is the Vestavia Hills Zoning Ordinance. The Zoning Ordinance lays out district land use, dimensional standards, and other development criteria in accordance with a zoning map of the land use districts. In turn, the comprehensive plan guides the mapping of zoning district. The Vestavia Hills Subdivision Regulations, work in concert with the Zoning Ordinance and other development controls to ensure minimum design and construction standard be met for major subdivisions, and the regulations set out the procedures for platting lots.

The Flood Damage Prevention Ordinance follows the model provisions recommended by the State NFIP Coordinator but exceeds the minimums required for participation in the NFIP. An estimated CRS Credit for 177 points is available for higher regulatory standards. Credit can be given for enforcing regulations that require a one foot freeboard (elevation) construction within the floodplain. Other points can be credited for cumulative substantial improvement provisions, local drainage protection, and the enforcement of building codes.

The FMPC considered many preventive options and determined that the City's floodplain management ordinance could be amended to include additional higher regulatory standards to further reduce potential flood losses. Among other revisions that might be considered are higher regulatory standards to require additional freeboard (building elevation above the flood elevation), limiting fill in the floodway, restricting outdoor storage of materials in the floodplain, and a prohibition against septic tanks in the floodplain. Given the extents of the flood risks identified in Chapter 4 "Risk Assessment" and projected City growth, a review of all of the development controls discussed in this section would assure a more integrated program of floodplain management.

2. Property Protection Activities

As noted in Appendix G, the FMPC considered various property protection activities. Of those activities, additional property acquisitions or relocations of flood-prone building were considered feasible.

3. Public Education and Outreach Activities

Public outreach activities are low cost and popular. The FMPC offers full support of such efforts, which is reflected in the Floodplain Management Action Plan in Section 4.3.

4. Natural Resource Protection Activities

A range of natural resource protection activities were considered including zoning and subdivision controls to require open space or establish larger lot size minimums in the floodplains.

5. Structural Projects Activities

The City recognizes the benefits of comprehensive drainage system maintenance to reduce flood losses and would consider additional measures to improve maintenance. Among new measures is a program of regular channel inspections and debris removal.

6. Emergency Services Activities

The Jefferson County EMA has primary responsibility county-wide for emergency response to flooding and other natural disasters. Although it is not well maintained, the EMA has a system of automated gages to monitor and forecast flood threats. The City would consider an in-house system that facilitates emergency response.

5.3 Floodplain Management Action Plan

This section presents the Floodplain Management Action Plan recommended by the Floodplain Management Planning Committee and adopted by the Vestavia Hills City Council. This Action Plan is the culmination of the planning process and schedules implementation of the listed measures over the next five year planning cycle ending on December 31, 2022. The Action Plan is continually reviewed for progress towards implementation and may be updated and amended from time-to-time, in accordance with Chapter 6 "Plan Maintenance Procedures."

The following key explains the components of the Action Plan:

Key

- *"Mitigation Actions by Goal Area and Objective."* Each mitigation action has been grouped according to the six long-term planning goals. Within each goal area, the actions have been organized according to plan objectives.
- *"Implementation Responsibility."* This action plan assigns lead responsibility for implementation to a specific department or agency or position within the organization.
- *"Timeframe for Completion."* Timeframes are *Short-Range* (less than 2 years), *Mid-Range* (2-3years), *Long-Range* (more than 3 years) or *Ongoing*.

- *“Funding Source(s).”* Potential funding sources are identified. FEMA Hazard Mitigation Assistance (HMA) grant programs, where noted, include the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) grant, and Flood Mitigation Assistance (FMA) grants. These are possible funding sources but are subject to final eligibility determination, including, among other eligibility criteria, a positive benefit/cost analysis and the availability of funds.
- *“Priority.”* Priorities are High, Medium, and Low.
- *“TBD”* is to be determined.

Table 5-1. 2018-2023 Floodplain Management Action Plan

#	Mitigation Actions by Goal Area and Objective	Implementation Responsibility	Timeframe for Completion	Funding Source	Priority
1	Goal for Prevention. Manage the development of land and buildings to minimize risks of loss due to flooding and related natural hazards. Protect structures and their occupants and contents from the damaging effects of such hazards.				
1.1	Elevation Certificates. Maintain FEMA Elevation Certificates for buildings in the floodplain.				
1.1.1	Continue to maintain FEMA Elevation Certificates for all new construction, substantial improvements, and additions to existing buildings in the floodplain.	Building Safety and Engineering Department	Ongoing	Existing City funds	High
1.1.2	Maintain FEMA elevation certificates for all existing “post-FIRM” buildings constructed since the City entered the NFIP.	Building Safety and Engineering Department	Ongoing	Existing City funds	Low
1.2	Floodplain Mapping. Keep accurate and current floodplain maps and data used for regulatory purposes.				
1.2.1	Develop new flood elevations, floodway delineations, and other regulatory flood hazard data for areas not mapped in detail by the most recent NFIP Flood Insurance Study (FIS).	Engineering Department	Ongoing	TBD	Medium
1.3	Higher Regulatory Standards. Amend the City’s Flood Damage Prevention Ordinance to establish new regulatory standards that exceed the NFIP minimums that are effectively administered by qualified City staff.				
1.3.1	Consider a requirement for additional freeboard of more than one foot for minimum building elevation and flood protection.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.2	Consider a prohibition on all new buildings and substantial improvements and additions to existing buildings in the floodway.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.3	Consider a prohibition on septic tanks in the flood plain.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.4	Consider a requirement for foundations to be designed by a licensed engineer.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.5	Consider lowering the threshold for substantial improvements to less than 50% of the building value requires full compliance with floodplain management ordinance.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium

#	Mitigation Actions by Goal Area and Objective	Implementation Responsibility	Timeframe for Completion	Funding Source	Priority
1.3.6	Consider a requirement that improvements, modifications, and additions to existing buildings are counted cumulatively for at least 5 to 10 years.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.7	Consider protection of critical facilities (police, fire, public utilities, schools, medical, etc.) to the 500 year flood elevation.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.8	Consider a requirement for compensatory storage for fill.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.9	Consider a prohibition on outdoor storage of hazardous materials.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.10	Consider a requirement for elevation of hazardous materials storage indoors.	Building Safety and Engineering Department	Mid-Range	Existing City funds	Medium
1.3.11	Continue to maintain a Certified Floodplain Manager (CFM) on staff for effective ordinance administration.	Engineering Department	Ongoing	Existing City funds	High
1.4	Flood Data Maintenance. Maintain essential field data for floodplain management.				
1.4.1	Maintain elevation reference marks.	Public Works and Engineering Department	Ongoing	Existing City funds	Low
1.5	Stormwater Management. Effectively manage stormwater to maintain water quality and minimize flooding.				
1.5.1	Increase stormwater management standards (design storm and size of development) for the regulation of new development to ensure that post-development peak runoff is no worse than pre-development conditions	Engineering Department	Mid-Range	Existing City funds	High
1.5.2	Enact regulations to require the implementation of low impact development (LID) techniques to minimize the need for more traditional stormwater management controls (pipes, channels, and detention).	Engineering Department	Long-Range	Existing City funds	Low
1.5.3	Continue to regulate new construction to protect or improve water quality.	Engineering Department	Ongoing	Existing City funds	High
2	Property Protection Goal. Protect structures and their occupants and contents from the damaging effects of flooding and related natural hazards.				

CHAPTER 5

2018 City of Vestavia Hills Floodplain Management Plan

#	Mitigation Actions by Goal Area and Objective	Implementation Responsibility	Timeframe for Completion	Funding Source	Priority
2.1	Acquisition and Relocation. Remove flood-threatened buildings from high risk flood locations.				
2.1.1	Acquire and demolish flood-prone buildings and maintain the property as permanent open space, where feasible.	Engineering Department	Long-Range	FEMA HMA Grants	Low
2.1.2	Relocate flood-prone buildings so that they are out of the floodplain, where feasible.	Engineering Department	Long-Range	FEMA HMA Grants	Low
2.2	Flood Protection. Take measures to permanently protect existing flood-prone properties from flood damage on a building-by-building basis.				
2.2.1	Retrofit existing non-residential flood-prone buildings by flood proofing.	Engineering Department	Long-Range	FEMA HMA Grants	Low
2.2.2	Protect existing flood-prone buildings by elevation above flood levels.	Engineering Department	Long-Range	FEMA HMA Grants	Low
2.3	Flood Insurance Promotion. Promote the purchase of flood insurance, especially for high risk properties in the flood plain.				
2.3.1	Perform a flood insurance coverage assessment of the City's current level of coverage and identify shortcomings.	Finance and Engineering Department	Long-Range	TBD	Low
2.3.2	Prepare and implement a coverage improvement plan under the direction of a committee of local lenders and insurance agents.	Finance and Engineering Department	Long-Range	TBD	Low
3	Public Education and Awareness Goal. Educate and inform the public about the risks of flooding and related natural hazards and the techniques available to reduce threats to life and property.				
3.1	Map Information Service. Provide flood map information to the public.				
3.1.1	Continue to provide Flood Insurance Rate Map (FIRM) information to people who inquire and publicize this service.	Building Safety and Engineering Department	Ongoing	Existing City funds	High
3.2	Outreach Projects. Regularly perform public outreach and education programs to inform the public of flood risks and mitigation alternatives.				
3.2.1	Send information about the flood hazard, flood insurance, flood protection measures, and/or the natural and beneficial functions of floodplains to residents.	Communications Specialist	Ongoing	Existing City funds	Medium
3.3	Hazard Disclosure. Take steps to inform the public of flood hazards.				
3.3.1	Encourage real estate agents to advise potential purchasers of flood-prone property about the flood hazard.	Building Safety and Engineering Department	Ongoing	Existing City funds	High
3.4	Flood Protection Information. Distribute flood protection information to the general public.				

#	Mitigation Actions by Goal Area and Objective	Implementation Responsibility	Timeframe for Completion	Funding Source	Priority
3.4.1	Maintain publications and reference materials in the City's public library.	Communications Specialist and Engineering Department	Ongoing	Existing City funds	High
3.4.2	Create a webpage on the City's website to disseminate flood protection information to the public.	Engineering Department	Mid-Range	TBD	Medium
3.5	Flood Protection Assistance. Provide technical guidance for protection of buildings from flood damage.				
3.5.1	Give inquiring property owners technical advice on how to protect their buildings from flooding, and publicize this service.	Building Safety and Engineering Department	Ongoing	Existing City funds	Medium
4	<i>Natural Resources Protection Goal. Preserve and restore the beneficial functions of floodplains and the natural environment to promote sustainable community development that balances the constraints of nature with the social and economic demands of the community.</i>				
4.1	Open Space Preservation. Preserve open space to restore the natural functions of the flood plain, where feasible.				
4.1.1	Preserve City-owned floodplain lands as permanent open space, kept free from development through deed restrictions.	City Attorney and Engineering Department	Ongoing	Existing City funds	High
4.1.2	To the extent possible, maintain or restore City-owned flood plains to their natural condition.	Parks and Recreation Department	Ongoing	Existing City funds	High
4.1.3	Provide zoning and subdivision incentives to set aside flood plains as permanent open space in new developments. Enforce provisions for clustering and conservation subdivisions.	City Planner	Ongoing	Existing City funds	High
4.1.4	Restrict subdivision of flood plain lands to 5 or more acres.	City Planner	Mid-Range	Existing City funds	Medium
5	<i>Structural Projects Goal. Apply engineered structural modifications to natural systems and public infrastructure to reduce the potentially damaging impacts of flooding and related natural hazards, where found to be feasible, cost effective, and environmentally suitable.</i>				
5.1	Drainage System Maintenance. Maintain natural and manmade drainage systems to effectively discharge stormwater and reduce flooding.				
5.1.1	Conduct regular inspections and maintenance of all channels and conveyance facilities and remove debris as needed.	Public Works	Ongoing	Existing City funds	High

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2018 City of Vestavia Hills Floodplain Management Plan

#	Mitigation Actions by Goal Area and Objective	Implementation Responsibility	Timeframe for Completion	Funding Source	Priority
5.1.2	Regularly inspect all detention and retention facilities constructed pursuant to the City's stormwater management regulations and all city-owned facilities to ensure proper functioning.	Public Works	Ongoing	Existing City funds	High
5.1.3	Continue to maintain a comprehensive GIS inventory of the conveyance system and storage basins.	Engineering Department	Ongoing	TBD	Medium
5.1.4	Establish an annual capital improvements programming process for drainage system improvements.	Finance and Engineering Department	Ongoing	Existing City funds	High
5.1.5	Enforce no stream dumping regulations.	Police Department	Ongoing	Existing City funds	High
5.2	Flood Protection. Implement structural improvements where deemed effective to reduce flooding.				
5.2.1	Continue to perform engineering studies that evaluate the feasibility of structural flood controls.	Engineering Department	Ongoing	Existing City funds/FEMA HMA Grants	Medium
5.2.2	Protect existing floodplain development by structural projects, where deemed feasible.	Engineering Department	Ongoing	FEMA HMA Grants	High
6	<i>Emergency Services Goal. Improve the efficiency, timing, and effectiveness of response and recovery efforts for flooding and related natural disasters.</i>				
6.1	Flood Warning and Response. Apply advanced technological systems to monitor flood threats and warn the public.				
6.1.1	Establish an automated flood threat recognition and forecasting system to identify impending floods.	Engineering Department and Fire Department	Long-Range	TBD	Low
6.1.2	Establish methods for early flood warnings to the public.	Engineering and Fire Departments and Jefferson County EMA	Long-Range	Existing City funds	Medium
6.1.3	Develop a detailed flood response operations plan keyed to flood forecasts for City Council adoption.	Engineering and Fire Departments and Jefferson County EMA	Mid-Range	TBD	Medium
6.1.4	Coordinate flood warning and response activities with critical facilities operators.	Engineering and Fire Departments and Jefferson County EMA	Ongoing	Existing City funds	High

Chapter 6 – Plan Maintenance Procedures

- 6.1 Scope and Purpose of Procedures
- 6.2 Plan Implementation Responsibilities
- 6.3 Plan Monitoring and Ongoing Review
- 6.4 Annual Evaluation Report
- 6.5 Plan Amendments
- 6.6 Plan Evaluation Following a Disaster
- 6.7 Five-Year Plan Update

6.1 Scope and Purposes of Procedures

This chapter addresses the procedures for plan maintenance that ensure the 2017 City of Vestavia Hills Floodplain Management Plan (“Plan”) remains a dynamic and effective document. These procedures, which have been developed in accordance with the currently effective National Flood Insurance Program CRS Coordinator’s Manual (2017 Edition), establish a useful and ongoing planning process that is continuously monitored, evaluated, and updated to reflect changing conditions. This chapter describes how the adopted Plan will be implemented, reviewed, and updated, and provides procedures that, at minimum, provide for an annual review and a five-year update.

6.2 Plan Implementation Responsibilities

The City of Vestavia Hills’ Engineering Department, under the direction of the City Engineer, assumes responsibility for overseeing the implementation and maintenance of this Plan. The City Engineer, who also serves as the City’s Floodplain Administrator, serves as Floodplain Management Planning Committee (“FMPC”) Chair. Plan implementation, however, is a combined effort among all FMPC members and all individuals representing agencies responsible for implementation of identified mitigation measures in the Action Plan. Those individuals and the entire membership of the FMPC should assume active roles throughout the ongoing plan implementation cycle.

To maintain a dynamic and useful Plan, the FMPC will remain an active component of the ongoing planning process throughout the five-year planning cycle. The FMPC may, at its own discretion, create subcommittees to oversee and evaluate plan implementation.

6.3 Plan Monitoring and Ongoing Review

The FMPC’s ongoing review process should continually monitor the current status of the mitigation measures scheduled for implementation. The FMPC will conduct quarterly meetings. Ongoing progress reports should be reported to the FMPC by the agencies assigned implementation responsibilities for specific mitigation measures. Progress reports should include the following information:

- Actions that have been undertaken to implement the scheduled mitigation measure, such as, obtaining funding, permits, approvals or other resources to begin implementation;
- Mitigation measures that have been completed, including public involvement activities;
- Revisions to the priority, timeline, responsibility, or funding source of a measure and cause for such revisions or additional information or analysis that has been developed that would modify the mitigation measure assignment, as initially adopted in the plan; and
- Measures that the City no longer intends to implement and justification for cancellation.

6.4 Annual Evaluation Report

As a part of its ongoing implementation program, the City will perform an annual evaluation of the Floodplain Management Plan, which is also required for certification in the CRS program. The City will develop an Annual Evaluation Report with support from the Planning Committee. The report will evaluate the City's progress towards achieving the Plan's goals and objectives and carrying out the measures presented in the Action Plan. Some potential questions by the FMPC during its annual review may address the following concerns:

- Are there any new potential flood hazards that have developed and were not addressed in the Plan?
- Have any flood disasters occurred that are not included in the Plan?
- Are there additional mitigation ideas that need to be incorporated into the Plan?
- What projects or other measures have been initiated, completed, deferred, or deleted?
- Are there any changes in local capabilities to carry out mitigation measures?
- Have funding levels to support mitigation actions either increased or decreased, including new opportunities for funding through FEMA Hazard Mitigation Assistance grant programs?

Reporting the implementation progress of the Action Plan and the FMPC's findings and recommendations annually is a minimum requirement. It not only reports on implementation progress, but also provides a framework for monitoring the Plan's effectiveness. The Annual Evaluation Report of the FMPC will be submitted to the City Council and made available to media outlets and the public for review and comment.

6.5 Plan Amendments

The ongoing review process may require adjustments to the selection of mitigation measures, priorities, timelines, lead responsibilities, and funding sources scheduled in the Action Plan. Annual adjustments should be made to the Action Plan, as needed, to reflect current implementation progress, priorities, capabilities, and funding resources. Moreover, goals, objectives, and mitigation actions may likewise need to be revised from year-to-year. In the event modifications to the Action Plan are warranted as a result of the annual review or other conditions, the FMPC will oversee and approve all amendments to the Plan by majority vote of a quorum of FMPC members. Conditions that might warrant amendments to this plan would include, but not be limited to, special opportunities for funding and response to a flood disaster.

6.6 Plan Evaluation following a Flood Disaster

Immediately following a significant flooding disaster event having a substantial impact on any part of the City, the FMPC will conduct or oversee an analysis of the event to evaluate the responsiveness of the Plan. An assessment of the event should examine the direct and indirect damages, response and recovery costs (economic impacts) and the location, type, and extents of the damages. The findings of the assessment should determine any new mitigation initiatives that should be incorporated into this Plan to avoid similar losses from future hazard events. The results of the assessment will be provided to City Council and the public for review. These results may also provide useful information when considering new mitigation initiatives as an amendment to the existing Action Plan.

6.7 Five-Year Plan Update

This Plan's adoption, by resolution of the City of Vestavia Hills City Council (Appendix F – "Adopting Resolution"), marks the beginning of the five-year planning cycle until the next major plan update becomes due.

The Plan must be updated at least every five years in accordance with the most current version of the CRS Coordinator's Manual (Activity 510 Floodplain Management Planning). The update will follow the CRS Ten-Step Planning Process to include a review of any new plans, studies, or reports, as well as any revised directives or goals for the City. The flood hazard risk profiles and vulnerability assessments will be updated to reflect best available data and information. The hazard assessments will account for any additional repetitive flood loss properties, impacts of completed flood mitigation projects, increased development in the floodplain, major floods or disasters and any other change in flooding conditions.

The Action Plan will be reviewed and revised to account for completed, changed, or removed mitigation goals, objectives, and mitigation measures. While the FMPC's membership may change, the committee will continue to be involved in the planning process for the plan update. Public meetings will be conducted and media releases will

be organized. The City Council will adopt the updated plan and publish it for public distribution.

**Appendix A
Resolution Establishing the Planning
Process**

RESOLUTION NUMBER 5052

A RESOLUTION (1) TO RECOGNIZE THE TEN-STEP PLANNING PROCESS FOR THE PREPARATION OF THE 2018 CITY OF VESTAVIA HILLS FLOODPLAIN MANAGEMENT PLAN (“PLAN”), CONSISTENT WITH ACTIVITY 510 OF THE COMMUNITY RATING SYSTEM COORDINATOR’S MANUAL, 2017 EDITION; (2) TO CONFIRM THE MEMBERSHIP OF A FLOODPLAIN MANAGEMENT PLANNING COMMITTEE (“PLANNING COMMITTEE”) APPOINTED BY THE CITY MANAGER TO OVERSEE THE PREPARATION OF THE PLAN; (3) TO RECOGNIZE THE CITY ENGINEER AND FLOODPLAIN ADMINISTRATOR AS CHAIR OF THE PLANNING COMMITTEE; (4) TO AUTHORIZE THE STAFF OF THE CITY’S DEPARTMENT OF ENGINEERING TO PROVIDE STAFF SUPPORT TO THE PLANNING COMMITTEE; AND (5) TO COMPLETE THE PLAN WITHIN THE PERIOD OF PERFORMANCE ENDING ON SEPTEMBER 30, 2018, AS REQUIRED BY THE FEMA FLOOD MITIGATION ASSISTANCE (“FMA”) GRANT AWARDED TO THE CITY FOR PREPARING THE PLAN.

WHEREAS, the City of Vestavia Hills had been awarded a FEMA Flood Mitigation Assistance grant on October 14, 2014, to fund the preparation of the 2018 Plan; and,

WHEREAS, the ten-step planning process for the preparation of the plan is hereby recognized in accordance with activity 510 of the Community Rating System Coordinator’s Manual, 2017 edition; and,

WHEREAS, the following individuals are hereby appointed as members of the Floodplain Management Planning Committee, which is hereby created to oversee the preparation of the plan:

- Keith Blanton, Building Official
- Christopher Brady, Floodplain Manager & City Engineer
- Brian Davis, Public Services
- Jeff Downes, City Manager
- Conrad Garrison, City Planner
- Scott Key, Fire Marshal; and

WHEREAS, the Floodplain Administrator, Mr. Christopher Brady, City Engineer, is hereby recognized as Chair of the Planning Committee; and,


WHEREAS, City staff from the Engineering Department are hereby authorized to provide staff support to the Planning Committee under the direction of the Chair; and,


WHEREAS, the Planning Committee is hereby directed to complete the plan within the period of performance ending on September 30, 2018, as required by the FMA grant conditions, and continue to guide implementation of the plan.

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

1. The following individuals are hereby appointed as members of the Floodplain Management Planning Committee, which is hereby created to oversee the preparation of the plan:
 - Keith Blanton, Building Official
 - Christopher Brady, Floodplain Manager & City Engineer
 - Brian Davis, Public Services
 - Jeff Downes, City Manager
 - Conrad Garrison, City Planner
 - Scott Key, Fire Marshal; and
2. Christopher Brady, Foodplain Manager and City Engineer is hereby recognized as the Chair of the Planning Committee; and
3. City staff from the Engineering Department are hereby authorized to provide staff support to the Planning Committee under the direction of the Chair; and
4. The Planning Committee is hereby directed to complete the plan within the period of performance ending on September 30, 2018, as required by the FMA grant conditions, and continue to guide implementation of the plan; and
5. This Resolution Number 5052 shall become effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 14th day of May, 2018.


Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Appendix B
Hazard Profile Data**

App. B – Hazard Profile Data

1.0 Records of Previous Occurrences of Hazard Events

1.0 Records of Previous Occurrences of Hazard Events

This appendix contains the detailed records of previous occurrences of hazard events reported in Section 4.3 “Previous Occurrence,” for events reported by the National Climatic Data Center. In addition, records of Presidential Disaster Declarations are included in this appendix.

Past Occurrences of Flooding

Table B-1. City of Vestavia Hills Flash Flooding Events, 1995-2018

Mag: Magnitude **Dth:** Deaths **Inj:** Injuries **PrD:** Property Damage **CrD:** Crop Damage

Location	Date	Time	Type	Mag	Dth	Inj	PrD	CrD
COUNTYWIDE	9/22/2002	3:00	Flash Flood		0	0	5.800M	0.00K
COUNTYWIDE	5/7/2003	15:45	Flash Flood		0	0	1.000B	0.00K
COUNTYWIDE	9/16/2004	10:45	Flash Flood		0	0	500.00K	0.00K
VESTAVIA HILLS	6/29/2004	18:20	Flash Flood		0	0	8.00K	0.00K
VESTAVIA HILLS	7/21/2005	15:28	Flash Flood		0	0	3.00K	0.00K
CAHABA HGTS	6/27/2011	15:00	Flash Flood		0	0	0.00K	0.00K
CAHABA HGTS	6/27/2011	15:23	Flash Flood		0	0	5.00K	0.00K
CAHABA HGTS	7/31/2012	7:15	Flash Flood		0	0	0.00K	0.00K
CAHABA HGTS	7/11/2017	15:10	Flash Flood		0	0	0.00K	0.00K
VESTAVIA HILLS	7/26/2017	10:45	Flash Flood		0	0	0.00K	0.00K
Totals:					0	0	1.006B	0.00K

Source: National Climatic Data Center

Table B-2. City of Vestavia Hills Flooding Events, 1995-2018

Mag: Magnitude **Dth:** Deaths **Inj:** Injuries **PrD:** Property Damage **CrD:** Crop Damage

Location	Date	Time	Type	Mag	Dth	Inj	PrD	CrD
JEFFERSON CO.	3/7/1996	8:00	Flood		0	0	200.00K	0.00K
JEFFERSON CO.	5/6/2003	14:00	Flood		0	0	0.00K	0.00K
JEFFERSON CO.	5/7/2003	15:00	Flood		0	0	0.00K	0.00K
JEFFERSON CO.	5/18/2003	5:45	Flood		0	0	0.00K	0.00K
JEFFERSON CO.	4/1/2005	0:00	Flood		0	0	0.00K	0.00K
VESTAVIA HILLS	9/5/2011	18:45	Flood		0	0	0.00K	0.00K
Totals:					0	0	220.00K	0.00K

Source: National Climatic Data Center

Past Occurrences of Hurricanes

Table B-3. City of Vestavia Hills Hurricane and Tropical Storm Events, 1995-2018

Mag: Magnitude **Dth:** Deaths **Inj:** Injuries **PrD:** Property Damage **CrD:** Crop Damage

Location	Date	Time	Type	Mag	Dth	Inj	PrD	CrD
JEFFERSON CO.	7/10/2005	17:00	Tropical Storm		0	0	400.00K	0.00K
JEFFERSON CO.	8/29/2005	17:00	Tropical Storm		0	0	6.000M	0.00K
JEFFERSON CO.	8/23/2008	12:00	Tropical Depression		0	0	10.00K	0.00K
JEFFERSON CO.	11/9/2009	14:00	Tropical Depression		0	0	3.00K	0.00K
JEFFERSON CO.	10/8/2017	05:00	Tropical Storm		0	0	3.00K	0.00K
Totals:					0	0	6.413M	0.00K

Source: National Climatic Data Center

Presidential Disaster Declarations

Table B-4. History of Jefferson County Flood Hazard Related Events with Presidential Disaster Declarations

Federal Disaster Declaration	Incident Period	Declared Date	Description
DR-109	February 27, 1961	February 27, 1961	Floods
DR-285	April 9, 1970	April 9, 1970	Heavy Rains, Tornadoes, Flooding
DR-388	May 29, 1973	May 29, 1973	Severe Storms, Flooding
DR-458	March 14, 1975	March 14, 1975	Severe Storms, Flooding
DR-532	April 9, 1977	April 9, 1977	Severe Storms, Flooding
DR-578	April 18, 1979	April 18, 1979	Storms, Wind, Flooding
DR-638	April 10, 1981	April 10, 1981	Severe Storms, Tornadoes, Flooding
DR-695	December 2, 1983 to December 6, 1983	December 13, 1983	Severe Storms, Flooding, Tornadoes
DR-856	February 3, 1990 to February 16, 1990	February 17, 1990	Flooding, Severe Storm, Tornado
DR-1070	October 4, 1995 to October 8, 1995	October 4, 1995	Hurricane Opal
DR-1214	April 8, 1998 to April 20, 1998	April 9, 1998	Tornadoes and Severe Thunderstorms
DR-1322	March 10, 2000 to March 11, 2000	March 17, 2000	Severe Storms And Flooding
DR-1352	December 16, 2000 to December 22, 2000	December 18, 2000	Tornadoes
DR-1362	February 16, 2001 to February 17, 2001	March 5, 2001	Severe Storms & Flooding
DR-1399	November 24, 2001 to November 25, 2001	December 7, 2001	Severe Storms and Tornadoes
DR-1442	November 5, 2002 to November 12, 2002	November 14, 2002	Severe Storms and Tornadoes
DR-1466	May 5, 2003 to May 30, 2003	May 12, 2003	Severe Storms, Tornadoes and Flooding
DR-1549	September 13, 2004 to September 30, 2004	September 15, 2004	Hurricane Ivan
DR-1593	July 10, 2005 to July 16, 2005	July 10, 2005	Hurricane Dennis
DR-1605	August 29, 2005 to September 26, 2005	August 29, 2005	Hurricane Katrina

APPENDIX B**2018 City of Vestavia Hills Floodplain Management Plan**

Federal Disaster Declaration	Incident Period	Declared Date	Description
DR-1687	March 1, 2007	March 3, 2007	Severe Storms and Tornadoes
DR-3292	August 29, 2008 to September 3, 2008	August 30, 2008	Hurricane Gustav
DR-1836	April 10, 2009 to April 13, 2009	May 8, 2009	Severe Storms, Flooding, Tornadoes, and Straight-line Winds
DR-1971	April 15, 2011 to May 31, 2011	April 28, 2011	Severe Storms, Tornadoes, Straight-line Winds, and Flooding
DR-4052	January 22, 2012 to January 23, 2012	February 1, 2012	Severe Storms, Tornadoes, Straight-Line Winds, and Flooding
DR-4176	April 28, 2014 to May 5, 2014	May 2, 2014	Severe Storms, Tornadoes, Straight Line Winds, and Flooding

Appendix C
Risk Assessment Data

App. C – Risk Assessment Data

- 1.0 Summary of Vulnerability and Impacts
- 2.0 HAZUS-MH: Flood Event Report

1.0 Summary of Vulnerability and Impacts

Table C-1 summarizes the City of Vestavia Hills' vulnerability to flooding and other natural hazards. This table is an abridged version, based upon the comparable Table 5-49 found in the 2009 Jefferson County Multi-Hazard Mitigation Plan, as amended in 2011. Table C-1 includes a summary of all hazards identified in Section 4.2 of this plan. Community impacts include the following descriptions and measurements:

Location. Location measures the geographic extent of the identified hazard in one of three ways, as follows:

- 1) *Community-wide* - the entire geographic area is affected;
- 2) *Partial* - a significant portion of the community is affected; or
- 3) *Minimal* - a negligible area is affected.

Probability. Probability measures the likelihood of the hazard occurring within the community, based on historical incidence. The scale for frequency runs as follows:

- 1) *Very high* - annually;
- 2) *High* - every two to three years;
- 3) *Moderate* - every three to ten years;
- 4) *Low* - every ten years; or
- 5) *Very low* - rare.

Extent. Extent measures the severity of the hazard and its potential to cause casualties, business losses, and damage to structures. The scale utilized runs as follows:

- 1) *Devastating* - the potential for devastating casualties, business losses, and structure damage;
- 2) *Significant* - the potential for some casualties and significant, but less than devastating, business losses and structure damage;
- 3) *Moderate* – moderate potential for economic losses and structure damage; or
- 4) *Slight* – slight or minimal potential for economic losses and structure damage

Exposure. Exposure measures the percentage of structures within the community, including buildings, critical facilities, and infrastructure lifelines, that are exposed to the hazard. The classifications are defined as follows:

- 1) *High* - includes more than approximately 25 percent of the structures;
- 2) *Medium* - includes 10 percent to 25 percent of the structures; or
- 3) *Low* - includes less than 10 percent of the structures.

Damage Potential. Damage potential measures the damage that can be expected should an event take place. The classifications are defined as follows:

- 1) *High* - a hazard could damage more than 5 percent of the structures in a community;
- 2) *Medium* - a hazard could damage between 1 and 5 percent of the structures in a community; or
- 3) *Low* - a hazard could damage less than 1 percent of the structures in a community.

Table C-1. Summary of Hazards and Community Impacts

Hazard	Community Impacts			Impacts to Vulnerable Community Buildings, Critical Facilities, and Infrastructure	
	Location (Geographic Extent of Hazard in the Community)	Probability (Frequency of Hazard Occurrence in the Community)	Extent (Magnitude of Severity of Hazard in the Event of Occurrence)	Level of Exposure (Degree of Structures Exposed to the Hazard)	Level of Damage Potential (Percentage of Likely Damage to Exposed Structures)
<i>Floods</i>	Partial	Moderate	Moderate	Low	Low
<i>Dam/Levee Failures</i>	Minimal	Very Low	Slight	Low	Low
<i>Sinkholes (Land Subsidence)</i>	Community-wide	Low	Slight	Low	Low
<i>Tornadoes</i>	Community-wide	Moderate	Devastating	High	Medium
<i>Severe Storms</i>	Community-wide	Very High	Moderate	High	Low
<i>Hurricanes</i>	Community-wide	Low	Moderate	High	Low
<i>Winter Storms/Freezes</i>	Community-wide	Moderate	Moderate	High	Low
<i>Drought/Heat Waves</i>	Community-wide	High	Slight	High	Low
<i>Wildfires</i>	Minimal	Very Low	Slight	Low	Low
<i>Landslides</i>	Partial	Low	Slight	Low	Low
<i>Earthquakes</i>	Community-wide	Very Low	Significant	High	Low

Source: 2009 Jefferson County Multi-Hazard Mitigation Plan, as amended in 2011

2.0 HAZUS-MH: Flood Event Report

FEMA's HAZUS-MH risk assessment software was used to estimate losses due to flooding for the City of Vestavia Hills study area. The results of the modeled flood scenario are included in the following Flood Event Summary Report generated from HAZUS-MH, which have been integrated into this plan in Chapter 4. Risk Assessment.

Hazus-MH: Flood Event Report

Region Name: Vestavia Hills Flood Scenario

Flood Scenario: Vestavia Hills 2

Print Date: Thursday, August 27, 2015

Disclaimer:

This version of Hazus utilizes 2010 Census Data.

Totals only reflect data for those census tracts/blocks included in the user's study region.

The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Flood. These results can be improved by using enhanced inventory data and flood hazard information.

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General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The flood loss estimates provided in this report were based on a region that included 1 county(ies) from the following state(s):

- Alabama

Note:

Appendix A contains a complete listing of the counties contained in the region .

The geographical size of the region is 57 square miles and contains 2,256 census blocks. The region contains over 34 thousand households and has a total population of 79,506 people (2010 Census Bureau data). The distribution of population by State and County for the study region is provided in Appendix B .

There are an estimated 29,047 buildings in the region with a total building replacement value (excluding contents) of 12,354 million dollars (2010 dollars). Approximately 90.21% of the buildings (and 81.28% of the building value) are associated with residential housing.

General Building Stock

Hazus estimates that there are 29,047 buildings in the region which have an aggregate total replacement value of 12,354 million (2010 dollars). Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

**Table 1
Building Exposure by Occupancy Type for the Study Region**

Occupancy	Exposure (\$1000)	Percent of Total
Residential	10,042,216	81.3%
Commercial	1,748,006	14.1%
Industrial	255,813	2.1%
Agricultural	24,006	0.2%
Religion	189,201	1.5%
Government	34,731	0.3%
Education	60,512	0.5%
Total	12,354,485	100.00%

**Table 2
Building Exposure by Occupancy Type for the Scenario**

Occupancy	Exposure (\$1000)	Percent of Total
Residential	1,333,469	78.1%
Commercial	307,865	18.0%
Industrial	30,407	1.8%
Agricultural	1,922	0.1%
Religion	21,628	1.3%
Government	87	0.0%
Education	12,848	0.8%
Total	1,708,226	100.00%

Essential Facility Inventory

For essential facilities, there are 1 hospitals in the region with a total bed capacity of 497 beds. There are 27 schools, 2 fire stations, 2 police stations and no emergency operation centers.

Flood Scenario Parameters

Hazus used the following set of information to define the flood parameters for the flood loss estimate provided in this report.

Study Region Name:	Vestavia Hills Flood Scenario
Scenario Name:	Vestavia Hills 2
Return Period Analyzed:	100
Analysis Options Analyzed:	No What-Ifs

General Building Stock Damage

Hazus estimates that about 146 buildings will be at least moderately damaged. This is over 16% of the total number of buildings in the scenario. There are an estimated 20 buildings that will be completely destroyed. The definition of the 'damage states' is provided in Volume 1: Chapter 5 of the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

Table 3: Expected Building Damage by Occupancy

Occupancy	1-10		11-20		21-30		31-40		41-50		Substantially	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Commercial	0	0.00	0	0.00	1	50.00	0	0.00	1	50.00	0	0.00
Education	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Government	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Industrial	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Religion	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Residential	0	0.00	2	1.39	25	17.36	20	13.89	77	53.47	20	13.89
Total	0		2		26		20		78		20	

Table 4: Expected Building Damage by Building Type

Building Type	1-10		11-20		21-30		31-40		41-50		Substantially	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
ManufHousing	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Masonry	0	0.00	0	0.00	1	50.00	0	0.00	1	50.00	0	0.00
Steel	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Wood	0	0.00	2	1.41	24	16.90	20	14.08	76	53.52	20	14.08

Essential Facility Damage

Before the flood analyzed in this scenario, the region had 497 hospital beds available for use. On the day of the scenario flood event, the model estimates that 497 hospital beds are available in the region.

Table 5: Expected Damage to Essential Facilities

Classification	Total	# Facilities		
		At Least Moderate	At Least Substantial	Loss of Use
Fire Stations	2	0	0	0
Hospitals	1	0	0	0
Police Stations	2	0	0	0
Schools	27	1	0	1

If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.

Induced Flood Damage

Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.

Analysis has not been performed for this Scenario.

Social Impact

Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 380 households will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 820 people (out of a total population of 79,506) will seek temporary shelter in public shelters.

Economic Loss

The total economic loss estimated for the flood is 132.85 million dollars, which represents 7.78 % of the total replacement value of the scenario buildings.

Building-Related Losses

The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 132.47 million dollars. 0% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 55.96% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.

Table 6: Building-Related Economic Loss Estimates

(Millions of dollars)

Category	Area	Residential	Commercial	Industrial	Others	Total
<u>Building Loss</u>						
	Building	46.88	16.56	1.57	1.35	66.35
	Content	27.42	29.87	2.73	5.45	65.48
	Inventory	0.00	0.30	0.33	0.02	0.65
	Subtotal	74.30	46.73	4.63	6.81	132.47
<u>Business Interruption</u>						
	Income	0.00	0.13	0.00	0.01	0.14
	Relocation	0.03	0.03	0.00	0.00	0.06
	Rental Income	0.01	0.02	0.00	0.00	0.03
	Wage	0.00	0.12	0.00	0.03	0.16
	Subtotal	0.04	0.30	0.00	0.04	0.37
<u>ALL</u>	Total	74.34	47.02	4.63	6.85	132.85

Appendix A: County Listing for the Region

Alabama

- Jefferson

Appendix B: Regional Population and Building Value Data

	Building Value (thousands of dollars)			Total
	Population	Residential	Non-Residential	
Alabama				
Jefferson	79,506	10,042,216	2,312,269	12,354,485
Total	79,506	10,042,216	2,312,269	12,354,485
Total Study Region	79,506	10,042,216	2,312,269	12,354,485

Appendix D
Mitigation Capabilities Assessment

App. D – Mitigation Capabilities Assessment

1.0 Summary of Findings

1.0 Summary of Findings

The City of Vestavia Hills has exceptional capabilities for implementation of a full range of mitigation activities. This finding is based upon the five measures of capability identified below:

1. Planning and Regulatory Tools.

- *Hazard mitigation planning.* The City has a record of experience in hazard mitigation planning. It has been an active participant on the Jefferson County Hazard Mitigation Planning Committee since it was first created in 2003. They participated in the planning processes for the initial 2004 plan and the 2009 update and adopted both editions of the plan. Most recently the City again participated in the 2014 plan update and adopted the 2014 Jefferson County Multi-Hazard Mitigation Plan. This plan includes a Community Action Program of mitigation measures that respond to flooding and related natural hazards, in addition to other natural and manmade and technological hazards.
- *Comprehensive planning.* The Vestavia Hills Comprehensive Master Plan 2004-2025 was first adopted by the City Planning and Zoning Commission and City Council on June 21, 2004. This plan guides city officials and residents in their decisions and actions, which may affect the city's future growth and development. Among other development factors considered the 2004 Plan addresses the threats of flooding to existing properties and limitations on future land development within floodplains. It likewise recognizes opportunities to preserve the natural and beneficial functions of floodplains for stormwater management, wetlands and wildlife conservation, open space protection for recreational use and public enjoyment.

Less than five years later, the Planning and Zoning Commission amended the Comprehensive Plan by adopting the Cahaba Heights Community Plan on November 13, 2008 as an extension to the 2004 Plan. It is an area-specific plan that addresses issues and concerns that are unique to the Cahaba Heights community. Among other concerns, the 2008 Community Plan examines the vulnerabilities of homes within the Meadowlawn Drive area to flooding. The January 2015 Cahaba Heights Village Plan and the March 2017 Blue Lake Area Study further refined the Cahaba Heights Plan.

The October 2012 US-31 Corridor Redevelopment Plan assessed the commercial redevelopment potential of frontage properties along a major thoroughfare. Many businesses lie within this principal commercial center, parts of which are characterized by repetitive flooding incidents within the Patton Creek floodplain. As recently as July 2017, several inches of rain within a very short period caused severe flash flooding. This mid-afternoon flood resulted in significant property damage, cars swept away, water rescues, and the closing of several streets. The Redevelopment Plan calls for the establishment of a greenway as a flood hazard mitigation measure.

- *Zoning Ordinance.* The current Zoning Ordinance of the City of Vestavia Hills was adopted on December 13, 2010, with amendments enacted in 2012 and 2016. It is, for the most part, a conventional zoning ordinance, which regulates land uses and development standards by district. Floodplain management provisions are included in a separate ordinance. The City Planner administers and enforces the zoning ordinance under the direction of the City Clerk/Zoning Official.
 - *Subdivision Regulations.* The City Planner administers the City of Vestavia Hills Subdivision Regulations, which set forth platting requirements and design and construction standards that include standards for drainage improvements.
 - *Building Codes.* The City enforces the International Building Code, 2015 edition through the Building Safety division of the Fire Department.
 - *Erosion and Sedimentation Control Ordinance.* The City Engineer administers the City's regulations for erosion and sedimentation control, stormwater discharge, and drainage improvements.
 - *Floodplain Management Ordinance.* The City Engineer administers the Flood Damage Prevention Ordinance. This ordinance is based upon the model recommended by the Alabama State Floodplain Administrator. It includes a freeboard of one foot, and some higher regulatory standards have been added to the model.
2. GIS Resources.

The City maintains GIS data and software by trained GIS technicians and provides full access for use by City staff.

Flood hazard maps and data are maintained in GIS, in addition to a complete inventory of other essential City attributes.

3. Staffing and Administrative Resources.

The City operates under a council-manager form of government in which the City Manager serves as the chief administrative official responsible for the management of day-to-day operations. The Mayor/Council President presides over the City Council comprised of four other members. The Council is the policy making body.

The City Manager oversees the operations of eight departments, as follows: Finance, City Clerk, Police, Fire, Public Services, Library, Information Technology, and Garage.

4. Fiscal Resources.

City fiscal resources are extremely sound. Boasting a AAA Moody's credit rating, the FY '18 budget proposes a \$38.6 million budget. Annual revenues are projected to increase as a result of positive economic growth.

The City maintains eligibility for FEMA's Hazard Mitigation Assistance (HMA) grants and had been awarded community safe room funds under the Hazard Mitigation Grant Program (HMGP) and successfully completed that project. It had previously applied for HMGP funds to elevate select homes subject to flooding but withdrew its application. It attempted a second application to buy out flood prone homes but did not meet the required repetitive loss requirement of the grant program.

5. Public Education and Outreach Programs.

The City maintains an open and interactive municipal government with many opportunities for public education, outreach, and involvement. Among other public involvement opportunities, such as public meetings, media releases, boards and committee representation, the City encourages interaction through its comprehensive website at <http://vhal.org/> and its Action Center app at <http://vhal.org/government/action-center/launch-action-center/>.

6. Insurance Services Office (ISO) Ratings.

Ratings are established by the Insurance Services Office on a scale of 1 (highest rating) through 10. The Public Protection Classification (PPC) rates the effectiveness of a municipality's fire-protection services, and the Building Code Effectiveness Grading Schedule (BCEGS) program, rates the building codes in effect and how those codes are enforced.

- PPC rating = 2
- BCGES rating for one and two family dwellings = 4
- BCGES rating for all other construction = 2

In addition to the above ratings, the ISO administers the optional Community Rating System (CRS) Program of the National Flood Insurance Program (NFIP) participants is a class 10, and communities may enter the optional CRS Program as a class 9. As of the end of 2017, the City had not yet entered the CRS Program. Until it does become a CRS community, the City remains a class 10 community.

Appendix E
Committee Meeting Documentation

App. E - Committee Meeting Documentation

1.0 Meeting Agendas and Sign-in Sheets

1.0 Meeting Agendas and Sign-in Sheets

This section documents the FMPC's meeting activities during the drafting phase of this plan, including who was involved in these meetings. Included here are the meeting agendas and sign-in sheets.

Kick-off Meeting
2015 City of Vestavia Hills Floodplain Management Plan
Vestavia Hills City Hall
513 Montgomery Hwy
Vestavia Hills, AL 35216

Tuesday, March 10, 2015
10:30 AM – 11:30 AM

- I. Call to Order
- II. Welcome and Opening Remarks
- III. Review Draft Sections
 - A. Chapter 2 Community Profile
 - B. Chapter 3, part I Risk Assessment: Flood Hazard Profile
 - C. Appendix B – Hazard Profile Data
- IV. Meeting Schedule
- V. Coordination with Jefferson County Multi-Hazard Mitigation Plan
- VI. Questions and Answers
- VII. Other Business
- VIII. Adjourn

No sign-in sheet for the kick-off meeting

FMP Meeting
2015 City of Vestavia Hills Floodplain Management Plan
Vestavia Hills City Hall
513 Montgomery Hwy
Vestavia Hills, AL 35216

Tuesday, July 28, 2015
10:30 AM – 11:30 AM

- I. Call to Order
- II. Welcome and Opening Remarks
- III. Review Draft Sections
 - A. Chapter 2 Community Profile
 - B. Chapter 4, Part I: Risk Assessment: Flood Hazard Profile
 - C. Appendix B – Hazard Profile Data
- IV. Meeting Schedule
- V. Coordination with Jefferson County Multi-Hazard Mitigation Plan
- VI. Questions and Answers
- VII. Other Business
- VIII. Adjourn

Vestavia Hills Floodplain Management Plan Meeting

July 28, 2015

Name	Title/Address/Organization	Email Address	Phone Number
Christy DeLoach, City Engineer Christy.DeLoach@vestavia-hills.org	City of Vestavia Hills	christy@vestavia-hills.org	978-588
Barnd Garrison	City Planner, Vestavia	egarrison@vhal.org	978-0122
Kerith Blanton	City of Vestavia Hills	Kblanton@vhal.org	978-0125
Scott Key	City of Vestavia Hills	skey@vhal.org	978-0128
Lori Beth Kearley	CITY OF VESTAVIA HILLS	lbkearley@vhal.org	978-0336
Rebecca Leasing	DOWN	rebecca@vhal.org	205-978-0124
Mendy Adams	City of Vestavia Hills	maddams@vhal.org	978-0301
William Thomas	SCHOOL DISTRICTS	WTHOMAS@SCHZL.COM	323-6166
Jim Lake	Lehigh Valley	jlake@lehighvalley.com	978-3633

FMP Meeting
2015 City of Vestavia Hills Floodplain Management Plan
Vestavia Hills City Hall
513 Montgomery Hwy
Vestavia Hills, AL 35216

Tuesday, September 29, 2015
10:30 AM – 11:30 AM

- I. Call to Order
- II. Welcome and Opening Remarks
- III. Review Draft Sections
 - A. Chapter 4, Part II: Assessing the Problem
 - B. Appendix C – Risk Assessment Data
- IV. Meeting Schedule
- V. Questions and Answers
- VI. Other Business
- VII. Adjourn

Vestavia Hills Floodplain Management Plan Meeting

September 29, 2015

Name	Jurisdiction/Organization	Email Address	Phone Number
Candace Garrison	VH FIVE		
Christy B. Powell	VH - City Engineer		
William Thomas	SCHOOL DISTRICT	WTHOMAS@SCHDZ.COM	205-323-6166
Wendy Appleby	VH - GIS	wappleby@vhal.org	305-978-0101
Jim Leke	Leke Planning	jleke@lekeplanning.com	978-3633

**FMP Committee Meeting
2017 City of Vestavia Hills Floodplain Management Plan**

**Executive Conference Room, Vestavia Hills City Hall
1032 Montgomery Hwy
Vestavia Hills, AL 35216**

Tuesday, November 21, 2017
10:00 AM – 11:00 AM

- I. Call to Order
- II. Plan Status
- III. Review Draft Sections
 - A. 2017 Update of 2015 Chapter 4 Risk Assessment
 - B. Chapter 5A Mitigation Strategy
 - C. Appendix D Mitigation Capabilities Assessment
- IV. Alternative Mitigation Measures Exercise
- V. Community Event
- VI. Questions and Answers
- VII. Other Business
- VIII. Adjourn

Vestavia Hills Floodplain Management Plan Meeting

November 21, 2017

Name	Jurisdiction/Organization	Email Address	Phone Number
Christophe Brady	City of Vestavia Hills	cbrady@vhal.org	978-0150
Carad Garrison	" "	Garrison@vhal.org	978-2179
Keith Blanton	City of Vestavia Hills	kblanton@vhal.org	978-0105
Scott Key	City of Vestavia Hills	skey@vhal.org	(805) 978-0218
Lori Beth Kearley	" "	lbkearley@vhal.org	978-6236
Jeff Downes	" "	jdownes@vhal.org	978-0195
Wendy Dickerson	" "	wdickerson@vhal.org	978-0101
Jana Lyden	Lake Planning	jelyden@lakeplanning.com	978-3653
William Thomas	School Engineering	WThomas@school.com	323-6116

**FMP Committee Meeting
2018 City of Vestavia Hills Floodplain Management Plan**

Executive Conference Room, Vestavia Hills City Hall
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Tuesday, May 1, 2018
10:30 AM – 12:00 PM

- I. Call to Order
- II. Opening Remarks
- III. Review Draft Sections
 - a. Remaining Sections of Chapter 5 Mitigation Strategy
 - b. App. G Alternative Mitigation Measures Exercise
 - c. Chapter 3 Planning Process
- IV. Next Steps:
 - a. Complete remaining sections: Chapter 3 Planning Process, Appendix E Committee Meeting Documentation, and Appendix L Community Involvement Documentation
 - b. Prepare final plan document
 - c. Present plan at public meeting
 - d. Plan Adoption by City Council
- V. Questions and Answers
- VI. Other Business
- VII. Adjourn

Vestavia Hills Floodplain Management Plan Meeting

May 1, 2018

Name	Jurisdiction/Organization	Email Address	Phone Number
Christopher Brady	City of Vestavia Hills City Engineer	cbrady@vhal.org	978-0150
Jeff Downes	City of V.H.	jdownes@vhal.org	978-0195
Rebecca Leavins	COVH	rleavins@vhal.org	978-0184
Donald Garrison	COVH	cgarrison@vhal.org	978-0179
Keith Blanton	City of V.H.	kblanton@vhal.org	978-0185 ext 2
Scott Key, Fire Marshal	City of Vestavia Hills	skey@vhal.org	978-0a18
William Thomas	SCHERZ ENV.	wthomas@schenz.com	323-6166
LynBeth Kearley	City of Vestavia Hills	lbkearley@vhal.org	978-0236
Jim Leke	Leke Planning	jleke@lekeplanning.com	578-3633

Appendix F
Community Involvement Documentation

App. F - Community Involvement Documentation

1.0 Documentation

1.0 Documentation

This Appendix includes the following documentation of community involvement activities and opportunities:

- An image of the plan website: <http://vestavia.floodplainmanagementplan.com/>
- Sign in sheet documenting attendance at the May 21, 2018 community meeting
- Minutes of community meeting
- An image of the community meeting flyers and brochures
- Community Survey form
- Community Survey responses
- An image of the Vestavia Hills website with link to download the survey form and view the responses

Figure F-1 Image of website <http://vestavia.floodplainmanagementplan.com/>



City of Vestavia Hills 2018 Floodplain Management Plan

Goals of FMP

The City of Vestavia Hills is committed to creating and maintaining a flood-resistant community. The development of a Floodplain Management Plan (FMP) will help the City mitigate against the potential impacts of flooding. The Plan will provide an overall strategy, measures, and projects that aim to reduce the risk of flooding in the city. The following benefits are expected:

- Identification of existing and future flood-related hazards;
- Development of mitigation measures and activities related to flooding;
- Continuity with land use and comprehensive planning programs;
- Education for residents and property owners regarding flood loss reduction measures and natural function of floodplains;
- Increased understanding and support for activities and projects; and
- Participation in the Community Rating System (CRS).

Floodplain Management Planning Committee

The Floodplain Management Planning Committee (Planning Committee), in conjunction with the project partners, ensure that the FMP's goals and objectives are consistent with citywide programs and activities. The Planning Committee is comprised of experts from various departments addressing the following categories:

- Preventive measures;
- Property protection;
- Natural resource protection;
- Emergency services;
- Structural flood control projects; and
- Public information.

FMPC Meeting Schedule. The FMPC meets five times throughout the development of the 2017 Plan at Vestavia Hills City Hall, as announced here:

Kickoff Meeting: Tuesday, March 10, 2015
10:30 am to 11:30 am

Click here for [Agenda](#) and [Slide Presentation](#).

Meeting #2: Tuesday, July 28, 2015
10:30 am - 11:30 am

Community Rating System

The [Community Rating System](#) (CRS) encourages communities to create flood management plans and develop flood mitigation activities beyond that which is required by the National Flood Insurance Program (NFIP). Communities participating in the CRS receive reduced flood insurance premium rates and become eligible for other Federal assistance programs.

In order for a community to receive credit under the CRS, it must address the three goals and follow a [10-step planning process](#). Goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.

Community Meetings

Public awareness and understanding of the FMP's purpose is critical to the success of the overall plan. During the planning process, project partners will conduct two public meetings. The public meeting schedule will be posted soon and advertised accordingly.

Community Meeting Schedule

A Public event for community participation in the preparation of the [2018 Vestavia Hills Floodplain Management Plan](#) will be held on May 21, 2018 at 6:00 pm in the Executive Conference Room of City Hall located at 1032 Montgomery Highway, Vestavia Hills, AL 35216. Click here for [Agenda](#).

The 2018 Vestavia Hills Floodplain Management Plan

The plan elements listed below, with a hyperlink, are presented here for public review and comment, as they are completed. Please review the plan as it is drafted and [send us your comments and suggestions](#).

[Complete Draft Plan Document with Appendices](#)
(large file)

Figure F-2. Sign-in Sheet for May 21, 2018 Community Meeting

Vestavia Hills Floodplain Management Plan
Public Input Meeting
May 21, 2018

Name	Address	Email Address	Phone Number
Wendy Dickerson	1030 Montgomery Hwy	widickerson@vhal.org	978-0101
George Marie	1033 Greenburg Rd	George @VHAL.org	978-4952
Christine Beatty	3002 Trabue Dr.	christine3004@gmail.com	978-0150
William Thomas	1001 2200 St. S. BHM, AL 35209	WTHOMAS@GIBTEL.COM	323-6166
Brian Gilham	1032 Montgomery Hwy <small>Vestavia Hills</small>	BGilham@Vhal.org	978-0194
Marvin Green	2615 Alta Vista Circle 35213	MGreen@VHAL.ORG	296-6596
Tyson Harkin	1032 Montgomery Hwy	S Harkin@VHAL.ORG	978-0114
Johnny Swans	1832 Montgomery Hwy	JSwans@VHAL.ORG	978-0123
Malvin Inoué	1032 Montgomery Hwy	MInoué@vhal.org	978-0128
Katherine McRae	3914 Riverwood Dr	Katherine.Oliphant@vhal.com	510-8588

Vestavia Hills Floodplain Management Plan
Public Input Meeting
May 21, 2018

Name	Address	Email Address	Phone Number
Jeff Downes	1032 Northway 35216	jdownes@vhal.org	205.908.9354
Kimberly Cook	4447 Salem Dr Vestavia 35242	KCOOK@vhal.org	205.847.2543
Rusty Weaver	4903 Reynolds Lane	Rweaver@vhal.org	205-957-7427
Paul Head	2120 Fox Valley Cir 35216	phead@vhal.org	490-3477
PATRICK H. BOONE	2415 WESTWIND DRIVE 35216	Patrick.boone@bellsouth.net	324-2018
Chris Williams	1792 Westworth Dr 36106	Chris@fireadvisorsystem.com	334-303-2136
Randall Haddad	622 47th St. S, Birmingham	RanddyH@cahaha.riversociety.org	605 903 7020

Figure F-3. Minutes of Community Meeting**2018 City of Vestavia Hills Floodplain Management Plan****Community Involvement Meeting**

Vestavia Hills City Hall
Executive Conference Room
1032 Montgomery Hwy
Vestavia Hills, AL 35216

May 21, 2018
6:00 PM

1. Welcome and Opening Remarks
 - a. Jeff Downes, City Manager, introduced Planning process
 - b. Christopher Brady, City Engineer, provided overview and purpose of plan and introduction to presentation

2. Presentation – William Thomas, Schoel Engineering
 - a. Concerns of flooding within the City
 - b. Purpose of plan
 - i. Flood mitigation activities
 - ii. Resources for Floodplain Management
 - iii. FEMA CRS Program credit
 - c. 10-Step Planning Process
 - d. Action Plan
 - e. Review and Comments
 - i. Vestavia.floodplainmanagementplan.com
 - ii. Vhal.org/departments/public-services/engineering
 - f. Contact information

3. Questions and Answers
 - a. Mrs. Cook asked about public comment period, notification and committee members. Recommended posting to Vestavia Listens for convenient input.

RESPONSE: The public comment period is open as of this meeting and is currently posted to close on June 5. This will be notified through social media, on City's website, mentioned in Vestavia Voice article, and as announced during City's public meetings. Committee members have consisted of City Manager, City Engineer/Floodplain Manager, City Planner, Chief Building Official, Fire Marshal, Public Services Director, with contributing efforts by key City staff including City Clerk, GIS, and others. The City, as of May 22, posted comment form to Vestavia Listens for input from residents and business owners.

 - b. Mr. Pierce recommended extending public comment period to allow additional input.

RESPONSE: We will consider extending announced comment closing period beyond June 5. We will consider any comments received for incorporation of final planning documents.

F-4. Image of Community Meeting flyers and brochures



Figure F-5. Community Survey Form



Community Survey
City of Vestavia Hills Floodplain Management Plan

1. How great of a threat is flooding to people and properties within the City of Vestavia Hills?

- Not a threat
- Slight threat
- Moderate threat
- Serious threat

2. How concerned are you with flooding within the City of Vestavia Hills?

- Not at all concerned
- Slightly concerned
- Moderately concerned
- Very concerned

3. What specific concerns about flooding, if any, do you have?

(You may add additional comments on the reverse side).

4. Do you have any recommended actions the City might consider to reduce the risks of flooding?

(You may add additional comments on the reverse side).

Be sure to keep abreast of the City's progress in developing its plan and offer your ideas and suggestions through our website at:

<http://vestavia.floodplainmanagementplan.com/>

Thank you for your participation in the planning process.

Figure F-6 Community Survey Responses



Vestavia Hills Listens

Floodplain Management Plan Survey

i	Summary Of Responses	2
ii	Individual Responses	4

Summary Of Responses

As of June 7, 2018, 1:29 PM, this forum had:

Attendees: 29
 Responses: 8
 Minutes of Public Comment: 24

This topic started on May 21, 2018, 7:13 PM.
 This topic ended on June 7, 2018, 1:27 PM.

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

		%	Count
Slight threat		62.5%	5
Moderate threat		25.0%	2
Serious threat		12.5%	1

How concerned are you with flooding within the City of Vestavia Hills?

		%	Count
Slightly concerned		62.5%	5
Moderately concerned		25.0%	2
Very concerned		12.5%	1

What specific concerns about flooding, if any, do you have?

Answered	6
Skipped	2

Do you have any recommended actions the City might consider to reduce the risks of flooding?

Answered	5
Skipped	3

Individual Responses

matt churnock inside Area West of Rocky Ridge (registered)

May 22, 2018, 1:54 PM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Slight threat

How concerned are you with flooding within the City of Vestavia Hills?

Slightly concerned

What specific concerns about flooding, if any, do you have?

that the poorly maintained city infrastructure and legacy systems do not have the proper capacity to handle storm water runoff a current levels. I have experienced property damage from lack of City attention and would hope that before additional regulations are placed on the public the City would maintain it's own system to these standards.

Do you have any recommended actions the City might consider to reduce the risks of flooding?

install curb and gutter, fix the road profiles, remove debris from spillways, maintain storm water system,

Name not shown inside Cahaba Heights (registered)

May 23, 2018, 5:00 PM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Slight threat

How concerned are you with flooding within the City of Vestavia Hills?

Slightly concerned

What specific concerns about flooding, if any, do you have?

I live in Cahaba Heights in an area that has flooded before but it happens very rarely, so I am not overly concerned with the actual flooding. My concern is more with the cost of flood insurance and things the City can do to reduce my premiums.

Do you have any recommended actions the City might consider to reduce the risks of flooding?

I highly suggest that the City join the NFIP's Community Rating System (CRS) and perform as many creditable activities as possible in order to receive a higher class rating and, subsequently, a higher premium reduction for its citizens.

Jessica Bishop inside Area West of Rocky Ridge (registered)

May 24, 2018, 1:48 PM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Slight threat

How concerned are you with flooding within the City of Vestavia Hills?

Slightly concerned

What specific concerns about flooding, if any, do you have?

My concerns are specific to the shopping center near Vestavia Bowl on Hwy 31. This area is prone to flooding, but the flooding only occurs when the area receives a lot of rain in a very short amount of time, indicating that this is a drainage issue more than anything. The Floodplain Management Plan mentions purchasing structures in flood prone areas and maintaining the land as "permanent open space." I am not sure if this is in reference to the buildings near Vestavia bowl or if this is more targeted towards the land around the old Altadena Country Club, but either way it seems that it would be in the city's favor to do everything in its power to improve drainage and infrastructure to a point that the land is usable, otherwise the land is not generating tax dollars. Even land in a flood zone could be used for baseball/softball fields, or parks, etc. "Permanent open space" is concerning depending on how much land the city is planning to put in this classification. The plan does not elaborate on specific plans to improve the drainage, or elevate areas in flood prone areas. Seeing specific plans for improving drainage and infrastructure in certain flood prone areas would be beneficial.

Do you have any recommended actions the City might consider to reduce the risks of flooding?

The area off Highway 31 between I-65 and Vestavia Bowl has been an eye-sore and topic of negative conversation for Vestavia residents for quite sometime. This area is also prone to flooding which may indeed be part of the reason this area currently looks so bad. It seems that the Floodplain Management Plan could also be used to help improve the establishment in this area as well. For example: Patton Creek runs parallel to Highway 31 behind the Chucky-Cheese/ Vestavia Bowl shopping center. This creek could be enlarged and a drainage pond added to improve flooding issues. A retail "river-walk" shopping center could then be built along Patton Creek replacing much of the outdated, run-down establishments currently along this stretch of highway 31. The "front" of the commercial development would face towards Patton Creek and away from Highway 31 on a more elevated piece of land. The parking would stretch the length of the establishment along highway 31. The shop owners would have entrance access on both the parking lot side of the building and the river-walk side of the building allowing customers easy access to the stores on rainy days and a nice manicured river-walk environment for nice weather. Imagine something similar to the Riverwalk in San Antonio or Bridgestreet in Huntsville. Outdoor seating, maybe live local music on the weekends, playground/splash pad for children, etc. I imagine more mom and pop stores and restaurants similar to downtown Homewood or Mountain Brook rather than big box stores. This idea offers a solution to the drainage concerns in this area, but also provides a solution for the need for new, exciting establishments to attract people to Vestavia ultimately increasing tax dollars.

Name not available (unclaimed)

June 1, 2018, 12:52 AM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Serious threat

How concerned are you with flooding within the City of Vestavia Hills?

Very concerned

What specific concerns about flooding, if any, do you have?

We live in the area behind Wald Park and travel 31 many times a day. When it floods it is a total disaster. With each flood, I believe structures, roads and byways deteriorate more and more. And with each flood, I feel there is more clean up and the flooding gets worse. In a city such as Vestavia, surly, there has to be a solution. Flooding continues to make lower 31 look worse and worse and frankly it is an embarrassment.

Do you have any recommended actions the City might consider to reduce the risks of flooding?

Take some type of action. But as much thought into this as the city has paying for plans through the years that never get developed. I understand hands are tied at times but surly with our leadership and engineers, this great city can come up with a solution. I honestly do not know what the solution is but to build up and put the money into making firm foundations. It will only benefit our city in the long run.

Name not available (unclaimed)

June 4, 2018, 3:53 PM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Moderate threat

How concerned are you with flooding within the City of Vestavia Hills?

Moderately concerned

What specific concerns about flooding, if any, do you have?

No response

Do you have any recommended actions the City might consider to reduce the risks of flooding?

No response

Carolyn Baker inside Area West of Rocky Ridge (registered)

June 5, 2018, 7:43 AM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Moderate threat

How concerned are you with flooding within the City of Vestavia Hills?

Moderately concerned

What specific concerns about flooding, if any, do you have?

In addition to the threat to business and motorists, it leaves such a mess. For examples, dumpsters floating away.

Do you have any recommended actions the City might consider to reduce the risks of flooding?

No response

David Butler inside Area West of Rocky Ridge (registered)

June 5, 2018, 2:05 PM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Slight threat

How concerned are you with flooding within the City of Vestavia Hills?

Slightly concerned

What specific concerns about flooding, if any, do you have?

I am concerned that there has not been more emphasis on low-impact development, which would reduce the volume and velocity of storm water before flooding becomes a greater issue. Despite the explosive growth and renewed momentum for home-building, there have been precious few projects that implement many of the standards that are common around the country. Additionally, the flooding is indicative of other issues that have environmental implications. I am disappointed that our community views our creeks and rivers first as a conduit for diverting water, and then, sometimes as a natural resource that we should be mindful of protecting.

Do you have any recommended actions the City might consider to reduce the risks of flooding?

I would like to see the city do a better job of enforcing the current regulations, making storm water funding a priority, strongly enforcing litter ordinances which might reduce clogging in the storm water collection systems, and incentivizing low impact development for future projects.

Name not shown inside Liberty Park (unverified)

June 5, 2018, 4:35 PM

How great of a threat is flooding to people and properties within the City of Vestavia Hills?

Slight threat

How concerned are you with flooding within the City of Vestavia Hills?

Slightly concerned

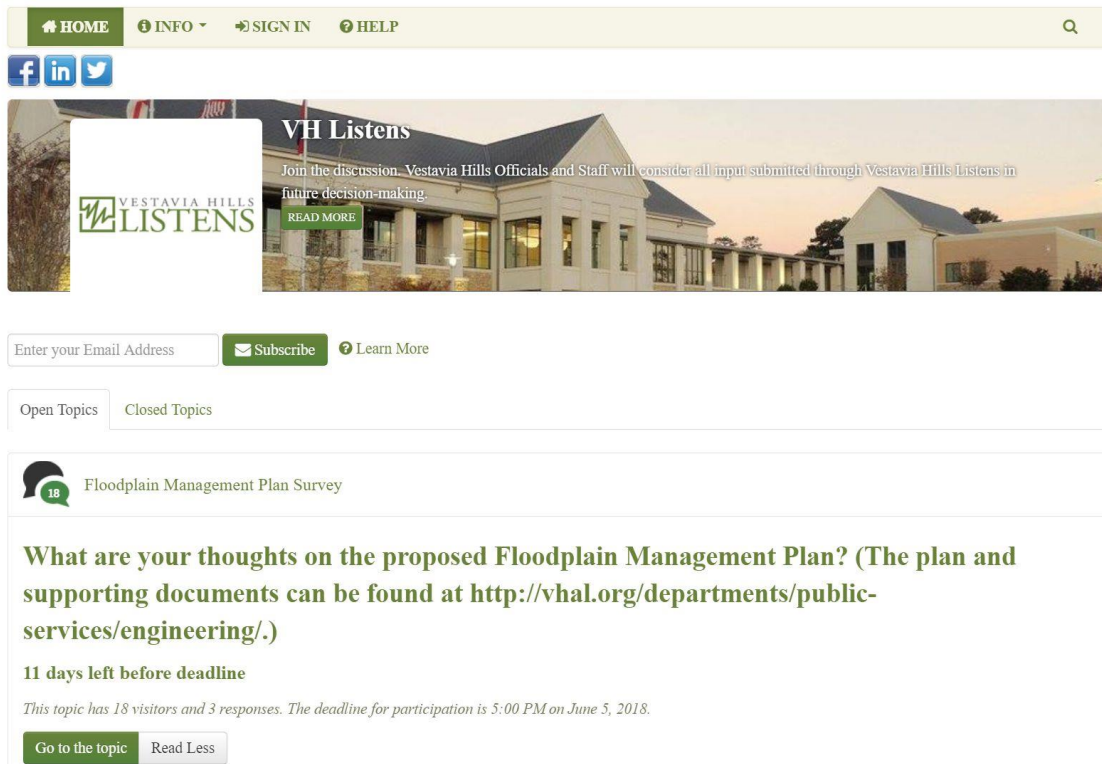
What specific concerns about flooding, if any, do you have?

No response

Do you have any recommended actions the City might consider to reduce the risks of flooding?

No response

Figure F-7. An image of the Vestavia Hills website with link to download the survey form and view the responses



Appendix G
Alternative Mitigation Measures
Exercise

Alternative Mitigation Measures Exercise 2017 Vestavia Hills Floodplain Management Plan

Summary of Results from X Responses

- If no respondents suggested the measure should be eliminated from further consideration, it is not highlighted.
- If only one respondent suggested the measure should be eliminated from further consideration, it is highlighted in yellow.
- If two respondents suggested the measure should be eliminated from further consideration, it is highlighted in pink.
- If three or more respondents suggested the measure should be eliminated from further consideration, it is highlighted in red.
- *Respondent comments are noted in italics and underlined.*

Instructions. The purpose of this exercise is to **narrow down the mitigation measures to be considered for the City's Five Year Action Plan** component of the 2017 Floodplain Management Plan. **Take into consideration the City's capabilities** to carry out flood hazard mitigation measures and the **STAPLEE** approach (Social, Technical, Administrative, Political, Legal, Economic, and Environmental considerations discussed in chapter 5). Given these considerations, please **review the alternative mitigation measures** described in this exercise. These measures have been grouped according to six categories that match the plan's goals.

Please **eliminate those measures that are not appropriate and should not be further considered** for the Five-Year Action Plan, by marking through them. At this step in the planning process, we are paring down the alternatives. The final selection of measures to be included in the Action Plan will be the next step. These activities have been identified in the CRS Coordinator's Manual, but **the Action Plan can also consider activities that are not creditable under the CRS Program**. Provide any comments or other suggested activities you might have in the space provided at the end of this exercise.

1. **Preventive activities** keep flood problems from getting worse through planning, permitting, and regulatory tools.

Activity 310 Elevation Certificates

- Maintain FEMA elevation certificates for only new or substantially-improved buildings in the floodplain.
- Maintain FEMA elevation certificates for all new or substantially-improved buildings and existing "post-FIRM" buildings constructed after the effective date of the City's first FIRM.
- Maintain FEMA elevation certificates for all new or substantially-improved buildings and all existing "pre-FIRM" and "post-FIRM" buildings constructed in the floodplain.

Comments: Utilize most reasonable option given ability, acquire information.

Potentially cost prohibitive to retroactively acquire.

Activity 410 Floodplain Mapping

- Develop new flood elevations, floodway delineations, and other regulatory flood hazard data for areas not mapped in detail by the most recent NFIP Flood Insurance Study (FIS).
- Develop studies and maps that apply higher standards than the FEMA criteria.
- Establish a higher floodway standard.

Comments: Potential consideration, but likely counted as negative impact to pre-firm structures.

Activity 430 Higher Regulatory Standards

- Require additional freeboard than one foot for minimum building elevation and flood proofing
- Prohibit flood proofing and require flood protection by elevation only.
- Prohibit fill in the floodway.
- Prohibit septic tanks in the flood plain.
- Require foundations to be designed by a licensed engineer.
- Lower the threshold for substantial improvements to less than 50% of the building value requires full compliance with floodplain management ordinance.
- Require that improvements, modifications, and additions to existing buildings are counted cumulatively for at least 10 years.
- Protect critical facilities (police, fire, public utilities, schools, medical, etc.) to the 500 year flood elevation.
- Require compensatory storage for fill.
- Prohibit outdoor storage of materials in the floodplain.
- Require elevation of hazardous materials storage indoors.
- Maintain Certified Floodplain Managers (CFM) on staff for ordinance administration.

Comments: Currently do some of these, considering impacts on others.

Activity 440 Flood Data Maintenance

- Maintain elevation reference marks.

Comments: Need to review feasibility.

Activity 450 Stormwater Management

- Increase stormwater management standards (design storm and size of development) for the regulation of new development to ensure that post-development peak runoff is no worse than pre-development conditions.

- Enact regulations to require the implementation of low impact development (LID) techniques to minimize the need for more traditional stormwater management controls (pipes, channels, and detention).
- Regulate new construction to protect or improve water quality.

Comments: Already in progress. New stormwater permitting proposal for 2018 will address these.

2. **Property protection** activities are measures taken to permanently protect property from flood damage on a building-by-building basis.

Activity 520 Acquisition and Relocation

- Acquire and demolish flood-prone buildings and maintain the property as permanent open space
- Relocate flood-prone buildings so that they are out of the floodplain.

Comments: Funding limitations. Have acquired flood-prone properties at Meadowlawn, Altadena, McCallum Park, and others.

Activity 530 Flood Protection

- Retrofit existing non-residential flood-prone buildings by flood proofing.
- Protect existing flood-prone buildings by elevation above flood levels.

Comments: Based on availability of grant funding.

Activity 370 Flood Insurance Promotion

- Perform a flood insurance coverage assessment of the City's current level of coverage and identify shortcomings.
- Prepare and implement a coverage improvement plan under the direction of a committee of local lenders and insurance agents.

Comments: Would consider.

3. **Public information** activities advise people about the flood hazard, encourage the purchase of flood insurance, and provide information about ways to reduce flood damage. These activities also generate data needed by insurance agents for accurate flood insurance rating. They generally serve all members of the community.

Activity 320 Map Information Service

- Provide Flood Insurance Rate Map (FIRM) information to people who inquire, and publicize this service.

Comments: Link to City's website. Already provide.

Activity 330 Outreach Projects

- Send information about the flood hazard, flood insurance, flood protection measures, and/or the natural and beneficial functions of floodplains to residents.

Comments: Would consider.

Activity 340 Hazard Disclosure

- Encourage real estate agents to advise potential purchasers of flood-prone property about the flood hazard.

Comments: Already do.

Activity 350 Flood Protection Information

- Maintain publications and reference materials at public libraries.
- Create a webpage to disseminate flood protection information to the public.

Comments: Would consider.

Activity 360 Flood Protection Assistance

- Give inquiring property owners technical advice on how to protect their buildings from flooding, and publicize this service.

Comments: Refer owners where to obtain that information. Develop technical sheet handout.

4. **Natural resource protection** activities preserve or restore natural areas or the natural functions of floodplain and watershed areas. They are implemented by a variety of agencies, primarily parks, recreation, or conservation agencies or organizations.

Activity 420 Open Space Preservation

- Preserve City-owned floodplain lands as permanent open space, kept free from development through deed restrictions.
- To the extent possible, maintain or restore City-owned flood plains to their natural condition.
- Provide zoning and subdivision incentives to set aside flood plains as permanent open space in new developments. Consider provisions for clustering and conservation subdivisions.
- Restrict subdivision of flood plain lands to 5 or more acres.

Comments: Already do.

5. **Structural projects** provide flood damage protection by maintaining drainage systems, retrofitting existing buildings to prevent flood damage, and constructing flood control and drainage improvement projects.

Activity 540 Drainage System Maintenance

- Conduct regular inspections and maintenance of all channels and conveyance facilities and remove debris as needed.
- Regularly inspect all detention and retention facilities constructed pursuant to the City's stormwater management regulations and all city-owned facilities to ensure proper functioning.
- Maintain a comprehensive GIS inventory of the conveyance system and storage basins.
- Establish an annual capital improvements programming process for drainage system improvements.
- Enact and publicize no stream dumping regulations.

Comments:

Activity 530 Flood Protection

- Perform engineering studies that evaluate the feasibility of structural flood controls.
- Protect existing floodplain development by structural projects, where deemed feasible.

Comments:

6. **Emergency services** measures protect life and property during a flood, through flood warning and response programs during an emergency to minimize its impact. These measures are usually the responsibility of local emergency management staff and the owners or operators of critical facilities.

Activity 610 Flood Warning and Response

- Establish an automated flood threat recognition and forecasting system to identify impending floods.
- Establish methods for early flood warnings to the public.
- Develop a detailed flood response operations plan keyed to flood forecasts for City Council adoption.
- Coordinate flood warning and response activities with critical facilities operators.

Comments:

Additional Comments and Other Suggested Measures to Consider:

**Appendix H
Adopting Resolution**

ORDINANCE NUMBER 2781

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR PROJECT #TAPAA-TA18(911); CPMS#100068361; SIDEWALK FROM MERRYVALE ROAD TO THE FUTURE COMMUNITY BUILDING AND CONNECTING TO THE EXISTING SIDEWALK ON MAYLAND LANE

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

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

Sidewalk from Merryvale Road to the future Community Building and connecting to the existing sidewalk on Mayland Lane; Project# TAPAA-TA18(911); CPMS# 100068361;

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

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

APPROVED and ADOPTED this the 27th day of August, 2018.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

Certification:

I, the undersigned qualified and acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 27th day of August, 2018, and that such resolution is on file in the City Clerk's Office.

Rebecca Leavings, City Clerk SEAL

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

August 8, 2018

To: Rebecca Leavings, City Clerk

CC: Jeff Downes, City Manager
Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer

RE: TAP funding agreement, Sidewalk Connector to Wald Park

This is a proposed sidewalk to allow pedestrian connectivity from the City Hall and future recreation center to Wald Park and the future Pedestrian Bridge.

This proposed funding agreement will provide reimbursement of 80% of eligible construction costs, upto \$280,000, of the project estimated to cost \$350,000. We have approximately 2 years from the date of this agreement to complete design and have project ready for construction. Design costs are not eligible for reimbursement under this agreement. We are currently working with our design consultant to finalize scope of work and their cost proposal.

Please let me know if questions,

Sincerely,
-Christopher





ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

John R. Cooper
Transportation Director

August 1, 2018

The Honorable Ashley C. Curry
Mayor, City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

SUBJECT: Transportation Alternative Program (TAP)
Project No. TAPAA-TA18(911)
Sidewalk Connectors
City of Vestavia Hills
Jefferson County

Dear Mayor Curry:

Enclosed is the original funding agreement between the Alabama Department of Transportation and the City of Vestavia Hills for the above referenced project. Please review this agreement for approval. Upon execution, return the agreement to this office for further handling. You will be provided a copy when fully executed. A certified resolution affixed with the city seal, which authorizes the mayor to sign the agreement, should be included. Also, the city seal should be affixed to the signed agreement.

Federal TA Set-Aside funds are available to States for obligation for a limited time period. **Therefore, project funding awarded to sponsors for projects, but not authorized for contract letting within two years of the notice of award, are subject to rescission by the ALDOT.** To ensure timely project delivery and facilitate the reallocation of funds to other projects as necessary, the following target deadlines are established:

- a. Funding Agreement Execution by Sponsor: Three (3) months from ALDOT making the funding agreement available.
- b. Obtain Environmental Clearances/Permits/Right-of-Way: One (1) year from project award.
- c. Project/Specification/Estimate (PS&E) Review to Region: Eighteen (18) months from project award

- d. Final Plans/Certifications/Estimate (Ready for FHWA authorization) to Region: Two (2) years from project award.

Please be aware that a failure to meet a target deadline may result in the rescission and reallocation of awarded project funds. Extension requests will be evaluated on the merits of the request and the extenuating situations involved.

Your Local ALDOT Region will be contacting you shortly to begin coordination concerning project development.

If you have any questions, please call this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "D.E. Phillips, Jr.", is written over the typed name.

D.E. Phillips, Jr., P.E.
State Local Transportation Engineer

DEP:jp

c: DeJarvis Leonard, East Central Region Engineer

**AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

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

**Project No. TAPAA-TA18(911)
CPMS Ref# 100068361
Sidewalk Connectors**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalk from Merryvale Road to the future Community Building and connecting to the existing sidewalk on Mayland Lane.

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

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. Cost for the project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds, based on the contract as let price plus CE&I and Indirect costs. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Estimated Federal TAP Funds	\$ 280,000.00
Estimated City Funds	\$ 70,000.00

TOTAL (Incl CE&I and Indirect Cost)	\$ 350,000.00

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

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

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY. The CITY shall commence eligible activities in accordance with the scope of work approved by the STATE within two (2) years from the date of execution of this agreement. If this stipulation is not met, the STATE may notify the CITY in writing that the project is terminated and the encumbrance of funds rescinded.

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

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

PART THREE (3): PROJECT SERVICES

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

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

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

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

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

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written

approval from the STATE and FHWA. The STATE and FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

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

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

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

Projects containing Industrial Access funds shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

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

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. This project will be let to contract by the CITY

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus

Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

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

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

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.
- The CITY will secure all permits and license or every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.
- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

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

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

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

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

The CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

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

PART SIX (6): MISCELLANEOUS PROVISIONS

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

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

ATTEST:

City of Vestavia Hills, Alabama

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

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

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

Type Name of Mayor / City Manager

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

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

RECOMMENDED FOR APPROVAL:

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

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

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

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

John R. Cooper, Transportation Director

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

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Vestavia Hills as follows:

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

Sidewalk from Merryvale Road to the future Community Building and connecting to the existing sidewalk on Mayland Lane; Project# TAPAA-TA18(911); CPMS# 100068361;

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

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

I, the undersigned qualified and acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT E

TERMINATION OR ABANDONMENT

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

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

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

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

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

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 2

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

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

EXHIBIT H

Page 3

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

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

**EXHIBIT H
Page 4**

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

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

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

**STD CONTRACT EXHIBITS
REV. 9/19/16****EXHIBIT H****Page 5**

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

CITYS' CERTIFICATIONS

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

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

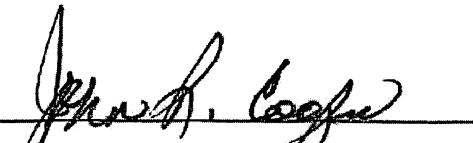
All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available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

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

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL: 
CHIEF ENGINEER

APPROVAL: 
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017
DATE

ORDINANCE NUMBER 2787

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A SECOND AMENDMENT TO PCS SITE AGREEMENT WITH STC FIVE LLC FOR LEASE PROPERTY LOCATED ON MONTGOMERY HIGHWAY

WHEREAS, the City of Vestavia Hills, Alabama, is the owner or property located at the intersection of Montgomery Highway and Southwood Road which is the location of the Bill F. Towers Fire Station Number 1; and

WHEREAS, the City, as Owner, entered into a PCS Site Agreement dated October 23, 1996 (as amended and assigned, the "Agreement"), whereby Owner leased to SSLP a portion of land being originally described as 1,750 square feet; and

WHEREAS, STC Five is the successor-in-interest in the Agreement to SSLP; and

WHEREAS, the Owner and STC Five entered into a First Amendment to PCS Site Agreement dated October 25, 2011;

WHEREAS the Mayor and City Council feel it is the best public interest to enter into a Second Amendment to PCS Site Agreement, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2787 as though written fully therein.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver a Second Amendment to PCS Site Agreement as detailed in the attached Exhibit A; and
2. This Ordinance Number 2787 shall become effective immediately upon adoption and publishing pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 27th day of August, 2018.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2787 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of August, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk

**SECOND AMENDMENT TO PCS SITE AGREEMENT
(BU874936)**

THIS SECOND AMENDMENT TO PCS SITE AGREEMENT (“Second Amendment”) is made effective this ____ day of _____, 2018, by and between CITY OF VESTAVIA HILLS, an Alabama municipal corporation (“Owner”), and STC FIVE LLC, a Delaware limited liability company (“STC Five”), successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership (“SSLP”), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company.

WHEREAS, Owner and SSLP entered into a PCS Site Agreement dated October 23, 1996 (as amended and assigned, the “Agreement”), whereby Owner leased to SSLP a portion of land being originally described as an approximately 1,750 square feet portion of that property (said leased portion being the “Site”) located at Montgomery Highway (Tax Parcel #28-00-19-3-012-001.001), Vestavia Hills, in Jefferson County, Alabama, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Site is described in that certain Memorandum of PCS Site Agreement (the “Memorandum”) recorded in Book 9703, Page 3059 in the Jefferson County Probate Court Land Records Office (“Land Records Office”); and

WHEREAS, STC Five is the successor-in-interest in the Agreement to SSLP; and

WHEREAS, Owner and STC Five entered into that First Amendment to PCS Site Agreement dated October 25, 2011, as evidenced by that Agreement and Memorandum of First Amendment to PCS Site Agreement recorded on February 2, 2012, in Book 201210, Page 21768 in the Land Records Office; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the term of the Agreement commenced on October 23, 1996, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on October 22, 2031 (“Original Term”), and Owner and STC Five now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and STC Five agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference. “SSLP” shall be replaced throughout the Agreement with “STC Five”.

2. Section 2 of the Agreement is amended by replacing “six (6)” with “twelve (12)”, thereby adding six (6) additional five (5) year Renewal Terms to the Agreement beyond the

Original Term, and extending its total term to October 22, 2061, unless sooner terminated as provided in the Agreement.

3. Section 5 of the Agreement is deleted in its entirety and replaced by the following:

STC Five will not assign or transfer this Agreement without the prior written consent of Owner which consent will not be unreasonably withheld, delayed, or conditioned; provided, however, STC Five may assign without Owner's prior written consent to any party controlling, controlled by or under common control with STC Five or to any party which acquires substantially all of the assets of STC Five. STC Five will have the right to sublease or license use of the Site without the consent or approval of Owner.

4. Section 6 of the Agreement is amended by replacing STC Five's notice address referenced therein with the following notice address:

STC Five LLC, c/o Crown Castle USA Inc., General Counsel, Attn: Legal-Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

5. In addition to the rent currently paid by STC Five to Owner pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Site, if, after full execution of this Second Amendment, STC Five subleases, licenses or grants a similar right of use or occupancy in the Site to an unaffiliated third party not already a subtenant on the Site (each a "Future Subtenant"), STC Five agrees to pay to Owner twenty percent (20%) of the rental, license or similar payments actually received by STC Five from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by STC Five. The Additional Rent will be commence the first day of the second month following the full execution of this Second Amendment. STC Five shall have no obligation for payment to Owner of such share of rental, license or similar payments if not actually received by STC Five. STC Five shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Site and there shall be no express or implied obligation for STC Five to do so. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Site prior to execution of this Second Amendment shall be expressly excluded from the Additional Rent and Owner shall have no right to receive any portion of such revenue.

6. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to STC Five as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, Owner owns the Site free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Site, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of STC Five arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon STC Five's request, Owner shall discharge and cause to be released (or, if approved by STC Five, subordinated to STC Five's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.

(d) STC Five is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by STC Five under the Agreement.

(e) STC Five reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Site and any access and utility easements associated therewith. STC Five shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

7. IRS Form W-9. Owner agrees to provide STC Five with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by STC Five. In the event the Site is transferred the succeeding Owner shall have a duty at the time of such transfer to provide STC Five with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after STC Five's request shall be considered a default and STC Five may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Owner and STC Five, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and STC Five have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

Owner:

City of Vestavia Hills,
an Alabama municipal corporation

By: _____ (SEAL)

Print Name: _____

Title: _____ Mayor _____

City of Vestavia Hills,
an Alabama municipal corporation

By: _____ (SEAL)

Print Name: _____

Title: _____ City Manager _____

Attest:

By: _____ (SEAL)

Print Name: _____

Title: _____ City Clerk _____

IN WITNESS WHEREOF, Owner and STC Five have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

STC FIVE:

STC Five LLC,
a Delaware limited liability company,

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: _____
Name: _____
Title: _____

Prepared out of State.

Return to:

Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Cross Index: Book 9703, Page 3059;
Book 201210, Page 3059

Tax Parcel #: 28-00-19-3-012-001.001

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT (“Amended Memorandum”) is made effective this _____ day of _____, 2018, by and between CITY OF VESTAVIA HILLS, an Alabama municipal corporation (“Owner”), with a mailing address of 1032 Montgomery Highway, Vestavia Hills, Alabama 35216, and STC FIVE LLC, a Delaware limited liability company (“STC Five”), successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership (“SSLP”), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Owner and SSLP entered into a PCS Site Agreement dated October 23, 1996 (as amended and assigned, the “Agreement”), whereby Owner leased to SSLP a portion of land being originally described as an approximately 1,750 square feet portion of that property (said leased portion being the “Site”) located at Montgomery Highway (Tax Parcel #28-00-19-3-012-001.001), Vestavia Hills, in Jefferson County, Alabama, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Site is described in that certain Memorandum of PCS Site Agreement (the “Memorandum”) recorded in Book 9703, Page 3059 in the Jefferson County Probate Court Land Records Office (“Land Records Office”); and

WHEREAS, STC Five is the successor-in-interest in the Agreement to SSLP; and

WHEREAS, Owner and STC Five entered into that First Amendment to PCS Site Agreement dated October 25, 2011, as evidenced by that Agreement and Memorandum of First Amendment to PCS Site Agreement recorded on February 2, 2012, in Book 201210, Page 21768 in the Land Records Office; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the term of the Agreement commenced on October 23, 1996, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on October 22, 2031 ("Original Term"), and Owner and STC Five now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Owner and STC Five made and entered into a Second Amendment to PCS Site Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Owner does hereby lease and grant unto STC Five, its successors and assigns, the Site for six (6) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of sixty-five (65) years, expiring on October 22, 2061, unless sooner terminated as provided in the Agreement.

2. The description of the Site is recorded in the Memorandum, a copy of said description being attached hereto as Exhibit A.

3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the STC Five.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and STC Five have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

Owner:

City of Vestavia Hills,
an Alabama municipal corporation

By: _____ (SEAL)

Print Name: _____

Title: _____

City of Vestavia Hills,
an Alabama municipal corporation

By: _____ (SEAL)

Print Name: _____

Title: _____

Attest:

By: _____ (SEAL)

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of City Vestavia Hills, an Alabama municipal corporation, is signed to the foregoing Memorandum of Second Amendment to PCS Site Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Memorandum of Second Amendment to PCS Site Agreement, that he/she, as such officer and with full authority, executed the same voluntarily for the company on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2018.

By: _____

Print Name: _____

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Owner and STC Five have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

STC FIVE:

STC Five LLC,
a Delaware limited liability company,

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney-in-Fact, is signed to the foregoing Memorandum of Second Amendment to PCS Site Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Memorandum of Second Amendment to PCS Site Agreement, that he/she, as such officer and with full authority, executed the same voluntarily for the company on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2018.

By: _____
Print Name: _____
Notary Public
My Commission Expires: _____

Site Name: _____
BU: _____
PPAB 1649993v1
PPAB 4250360v3

EXHIBIT A

Site Name: Vestavia City Hall

Site Description

Site I. D.: BIR-7306

Site situated in the County of Jefferson, State of Alabama, commonly described as follows:

20' WIDE INGRESS & EGRESS EASEMENT

An easement situated in the Southeast Quarter of the Southwest Quarter of Section 19, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

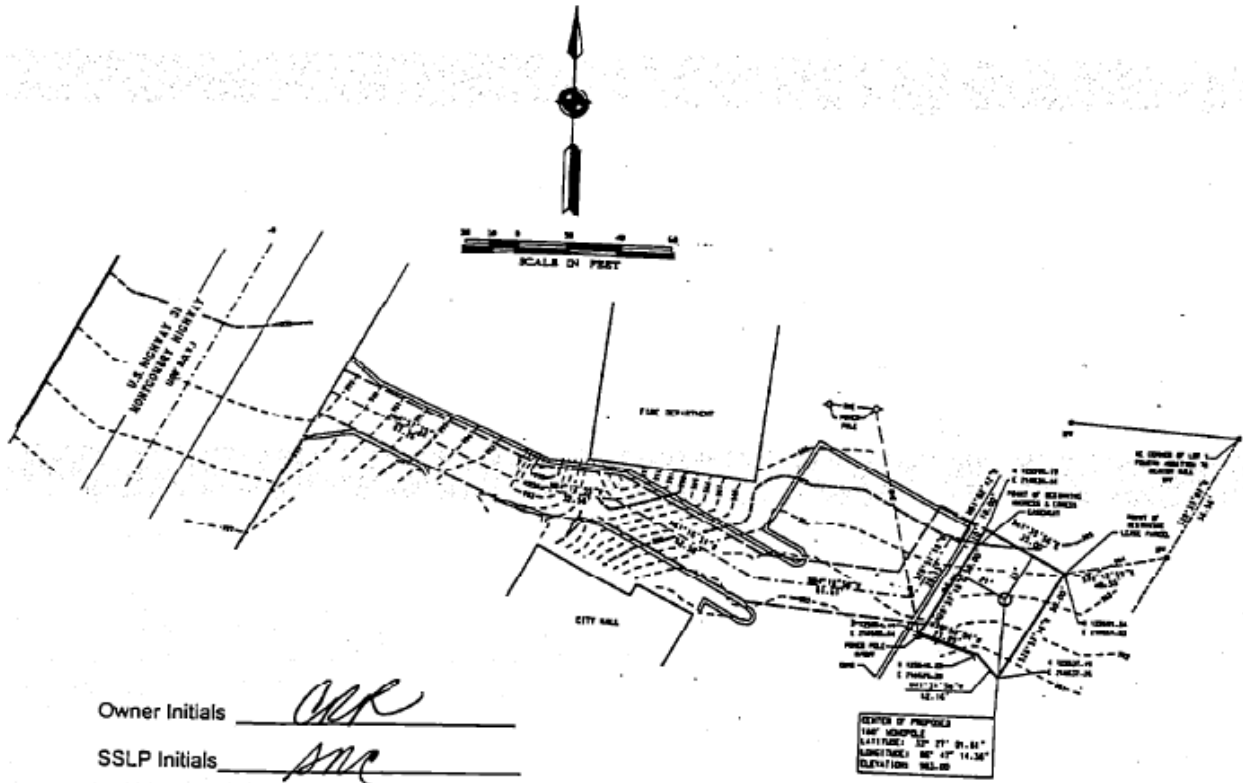
Commence at the Northeast Corner of Lot 9 as shown on Form Addition to Beacon Hill as recorded in Jefferson County in Map Book 38, Page 3, thence run along the east line of said Lot 9 South 28°33'07" West for a distance of 56.56 feet; thence run South 78°12'51" West for a distance of 40.55 feet to a point; thence run North 61°35'56" West for a distance of 35.00 feet to a point; thence run South 28°57'18" West for a distance of 10.00 feet to a point, said point being the Point of Beginning of the centerline of an Ingress and Egress Easement that lies 10 feet either side of herein described centerline; thence run North 61°02'42" West for a distance of 10.00 feet to a point; thence run South 28°57'18" West for a distance of 26.73 feet to a point; thence run North 84°16'58" West for a distance of 61.61 feet to a point; thence run North 61°16'51" West for a distance of 62.38 feet to a point; thence run North 64°12'55" West for a distance of 32.56 feet to a point; thence run North 64°57'33" West for a distance of 87.25 feet to a point on the east right of way of U.S. Highway 31 to 100' right of way, said point being the terminus of easement.

LEASE PARCEL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southwest Quarter of Section 19, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of Lot 9 as shown on Form Addition to Beacon Hill as recorded in Jefferson County in Map Book 38, Page 3, thence run along the east line of said Lot 9 South 28°33'07" West for a distance of 56.56 feet to a point; thence run South 78°12'59" West for a distance of 40.55 feet to the Point of Beginning; thence run South 28°57'18" West for a distance of 50.00 feet to a point; thence run North 41°31'58" West for a distance of 12.16 feet to a point; thence run North 70°50'04" West for a distance of 23.89 feet to a point; thence run North 28°57'18" East for a distance of 50.00 feet to a point; thence run South 61°35'56" East for a distance of 35.00 feet to a point, said point being the Point of Beginning.

Said parcel contains 0.04 acres.



Owner Initials
SSLP Initials

Site Name: _____
BU: _____
PPAB 1649993v1
PPAB 4250360v3

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

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

August 24, 2018

By Electronic Mail

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

In Re: Ordinance Number 2787

Dear Becky:

STC Five, LLC has revised the Second Amendment as recommended by me. Therefore, I approve Ordinance Number 2787 and the Second Amendment to the PCS Site Agreement attached thereto.

Very truly yours,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)

RESOLUTION NUMBER 5086

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS IN RIGHTS-OF-WAY AT WALD PARK

BE IS 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 MB-05 and MB-07 agreements to the Alabama Department of Transportation (“ALDOT”) for improvements related to the Community Spaces Plan at Wald Park that are within the ALDOT rights-of-way; and
2. A copy of said MB-05 and MB-07 agreements are marked as Exhibit A and Exhibit B respectively and are attached to and incorporated into this Resolution Number 5086 as though written fully therein;
3. This Resolution Number 5086 shall be effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 27th day of August, 2018.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

Form MB-05
Revised May 2017

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY**

County JEFFERSON

Route Number US HIGHWAY 31

Milepost 267.90

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents _____

<i>FOR OFFICIAL USE ONLY</i>
DATE RECEIVED FROM APPLICANT: <u> </u> / <u> </u> / <u> </u>
PERMIT NUMBER: _____

THIS AGREEMENT is entered into this the ____ day of AUGUST, 2018, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and CITY OF VESTAVIA HILLS, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: GRADING OF RIGHT OF WAY AND REMOVAL OF EXISTING DRIVES.

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.
2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.
3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.
4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

Form MB-05
Revised May 2017

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

Form MB-05
Revised May 2017

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 25,000 (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____ AUGUST _____, 20 18 _____.

CITY OF VESTAVIA HILLS

Legal Name of Applicant

WITNESS:

By: _____
Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

1032 MONTGOMERY HIGHWAY

Address Line 1

VESTAVIA HILLS, ALABAMA, 35216

Address Line 2

(205) 978-0100

Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____	_____	_____
	Printed Name	Signature	Date
AREA:	_____	_____	_____
	Printed Name	Signature	Date
REGION:	_____	_____	_____
	Printed Name	Signature	Date

**APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: _____
Printed Name Signature Date

ALABAMA DEPARTMENT OF TRANSPORTATION
SPECIAL AGREEMENT FOR
INSTALLATION OF DRAINAGE STRUCTURES ON HIGHWAY RIGHT-OF-WAY

County JEFFERSON

Route Number US HIGHWAY 31

Milepost 267.90

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents _____

<p><i>FOR OFFICIAL USE ONLY</i></p> <p>DATE RECEIVED FROM APPLICANT: ___/___/___</p> <p>PERMIT NUMBER: _____</p>
--

THIS AGREEMENT is entered into this the ____ day of AUGUST, 2018, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and CITY OF VESTAVIA HILLS, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, on the maintenance section being designated as _____, and consisting approximately of the following _____.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. ALDOT hereby permits to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on plans previously submitted to and approved by ALDOT, which plans are hereby made a part of this Agreement by reference.
2. All work shall be subject to the inspection and approval of ALDOT, and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.
3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.
4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.
5. The APPLICANT will not store material, excess dirt or equipment on the shoulders or pavement and, in event of multi-lane highways, in the median strips. The pavement will be kept free, by the APPLICANT, from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

Form MB-07
Revised May 2017

6. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

7. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

8. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP's into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

9. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

10. If hazardous material is encountered in the execution of this Agreement, it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

11. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

13. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

14. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

Form MB-07
Revised May 2017

15. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 25,000 (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

16. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas districts then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.



If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

17. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

18. This Agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

19. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

RESOLUTION NUMBER 5087

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH JEFFERSON COUNTY ENVIRONMENTAL SERVICES FOR IMPROVEMENTS TO JEFFERSON COUNTY SANITARY SEWERS AT WALD PARK

BE IS 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 certain agreements with Jefferson County Environmental Services (“JCES”) for improvements to sanitary sewers related to the Community Spaces Plan at Wald Park; and
 2. Copies said agreements are marked as Exhibit A and Exhibit B respectively and are attached to and incorporated into this Resolution Number 5087 as though written fully therein;
 3. Said agreements shall be reviewed and approved by the City Attorney and shall be approved pursuant to any non-substantive revisions as directed and approved by the City Attorney; and
 4. This Resolution Number 5087 shall be effective immediately upon adoption and approval.
- ADOPTED and APPROVED** this the 27th day of August, 2018.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

AGREEMENT

This Agreement entered into this ____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and City of Vestavia Hills (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities within a portion of U.S. Highway 31 right of way near the intersection with Waldrige Road; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "State Property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into a MB01 Permit Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation that the Owner actually performs such installation and indemnifies and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefited Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.

2. Jefferson County shall enter into a MB01 Permit Agreement with ALDOT ("ALDOT Agreement") providing for the installation of an 8 inch diameter gravity main sewer connecting to an existing Jefferson County sanitary sewer main within a portion of U.S. Highway 31 right of way near the intersection with Waldrige Road, which drains to the Cahaba River sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefited property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. **It should be noted, sanitary sewer service lines (6 inch and smaller located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.**

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns.

Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this _____ day of _____, 20____.

CITY OF VESTAVIA HILLS

By: _____

Jeff Downes - City Manager

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that _____ whose name as City Manager of _____, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC

JEFFERSON COUNTY, ALABAMA

By: _____
James A. "Jimmie" Stephens, President
Jefferson County Commission

AGREEMENT

This Agreement entered into this ____ day of _____, 20__, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and City of Vestavia Hills (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to modify certain sanitary sewer facilities located in U.S. Highway 31 right of way near the intersection with Waldrige Road; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter “ALDOT”) owns or controls the property (hereinafter “State Property”) and will not authorize Owner to perform such modification but will authorize Jefferson County to perform such; and

WHEREAS, Owner has requested Jefferson County to enter into a MB01 Permit Agreement with ALDOT providing for Jefferson County to perform such modification upon the stipulation that the Owner actually performs such modification and indemnifies and hold harmless Jefferson County with respect to Owner’s performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer modification is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter “Owner’s Benefited Property”) (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner’s obligations herein.

2. Jefferson County shall enter into a MB01 Permit Agreement with ALDOT (“ALDOT Agreement”) providing for the abandonment and removal of an 8 inch diameter gravity main sewer connecting to an existing Jefferson County sanitary sewer main located in U.S. Highway 31 right of way near the intersection with Waldrige Road, which drains to the Cahaba River sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefited property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. **It should be noted, sanitary sewer service lines (6 inch and smaller located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.**

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns.

Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this _____ day of _____, 20____.

CITY OF VESTAVIA HILLS

By: _____

Jeff Downes - City Manager

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that _____ whose name as City Manager of _____, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC

JEFFERSON COUNTY, ALABAMA

By: _____
James A. "Jimmie" Stephens, President
Jefferson County Commission

RESOLUTION NUMBER 5082

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE
AND EQUIP A NEW POLICE DEPARTMENT VEHICLE TO REPLACE A
VEHICLE TOTALED IN A VEHICLE ACCIDENT**

**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 purchase a police department vehicle and install all needed equipment at an expense not to exceed \$47,000 to replace a vehicle totaled in an accident; and
2. This Resolution Number 5082 shall become effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 27th day of August, 2018.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Danny Rary
Sent: Thursday, August 23, 2018 7:45 AM
To: Jeff Downes
Cc: Rebecca Leavings; Melvin Turner
Subject: request for council request

Mr. Downes,

I am requesting that we place an item on the council agenda for unanimous consent this Monday 27 August 2018.

The city has reached a settlement on the wreck of Unit 111 with Geico insurance. This settlement was for \$47,000.00 to replace Unit 111 and all of the damaged police equipment in the vehicle. This wreck was the one where Officer Gentry was struck while on a traffic stop on 18 March 2018.

I am requesting this council action to purchase a Ford Police vehicle and equip it with all necessary emergency equipment not to exceed \$47,000.00. There are items that was salvaged from the wrecked Unit 111 that will be installed on the new vehicle as well.

The funds for this will come from the Capital reserve fund.

This item will be purchased through the State of Alabama bid list. The state bid awardee for Ford Police vehicles is Stivers Ford in Montgomery, Alabama,

Thank you,
Dan



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

ORDINANCE NUMBER 2783

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

WHEREAS, on the 14th day of May, 2018, 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:

Gresham School Campus
Vestavia Hills Board of Education, Owner(s)

More particularly described as follows;

A tract of land situated in the NW 1/4 of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 00° 17' 16" W along the West line of said 1/4 - 1/4 section for 907.31 feet to a point on the South line of the Gresham Woods Subdivision, as recorded in Map Book 227, page 2, in the Probate Office of Jefferson County, Alabama; thence run S 88° 32' 33" E along the South line of said Subdivision for 797.24 feet to a point on the South Right of Way line of Gresham Drive; thence run S 83° 58' 48" E along said road right of way for 408.26 feet to the point of a non

tangent curve to the right, said curve having a radius of 150.00 feet and a chord bearing of S 34° 13' 12" E and run along the arc of said curve and said road right of way for 157.34 feet; thence run S 00° 28' 05" E along said road right of way for 755.98 feet to a point on the South line of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 88° 24' 07" W along the South line of said 1/4 - 1/4 section for 1289.60 feet to 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 10th day of September, 2018.

Ashley Curry
Mayor

ATTESTED BY:

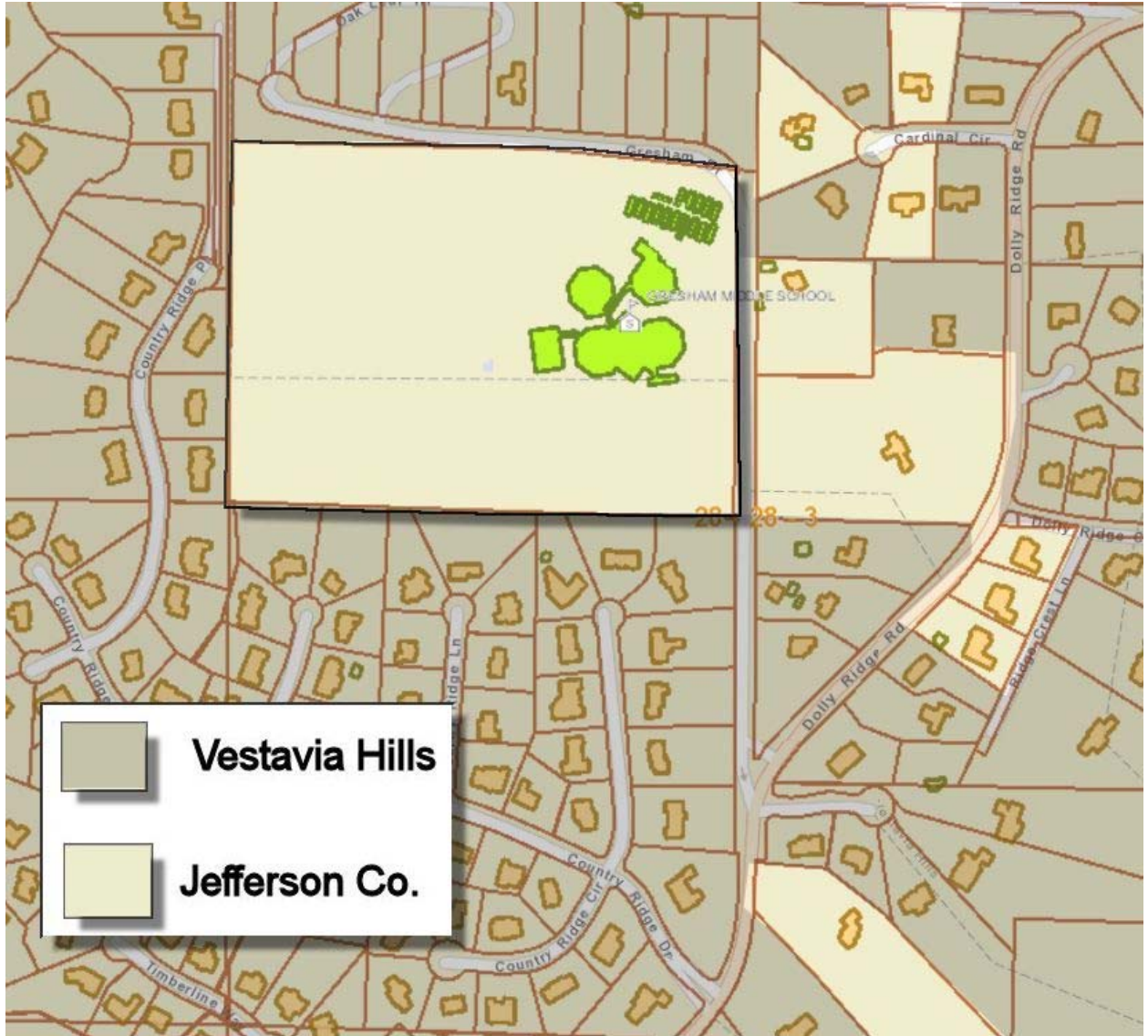
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2783 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 10th day of September, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: Gresham School

Owners: Jefferson County Board of Education

Date: 4-23-18

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

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

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

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
 Yes _____ No Comments Roadway split is in fair to poor condition

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of N/A. Meets city criteria: Yes No
 Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes _____ Number in city majority are in Vestavia Hills 9890

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes _____ No _____ Comment _____

Property, Gresham School


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

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

10. Are there any concerns from city departments? Yes No _____ Comments: see Engineering and Equip Dept. comments

11. Information on children: Number in family N/A; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman

EXHIBIT "C"

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: Gresham School

Engineering:

Date: _____ Initials: CB

2650 Gresham Drive -- (Gresham Elementary School) no significant concerns noted; roadway asphalt is in fair to poor condition; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County; will recommend School Board evaluate turnlane improvements that may be necessary for added school traffic.

Board of Education:

Date: _____ Initials: _____

Comments: _____

Police Department:

Date: _____ Initials: _____

The proposed annexation of Gresham School will have minimal impact to the Police Department. The intersection of Dolly Ridge Road and Gresham Drive is already in the city so the traffic will not have an additional impact on Patrol.

The only impact to the Police Department will be the addition of an additional School Resource Officer.

The Police Department does not oppose the annexation.

Fire Department:

Date: 4/23/18 Initials: SD

Comments: Wiring at ballfields needs to be cleaned up. No opposition to annexation.

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: MAY 10, 2018

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"

LOT: SEE DEED ATTACHED HERETO

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

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>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA
JEFFERSON COUNTY

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



Signature of Certifier

Subscribed and sworn before me this the 10th day of MAY, 2018.



Notary Public

My commission expires: June 14, 2021



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): THE BOARD OF EDUCATION OF THE CITY OF VESTAVIA HILLS

Address: 1204 MONTGOMERY HIGHWAY

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". _____

SEND TAX NOTICE TO:

Board of Education of the
City of Vestavia Hills, Alabama
1204 Montgomery Highway
Vestavia Hills, Alabama 35216

Clerk: NICOLE

Note: The real property described in this Deed is exempt from all ad valorem taxes by virtue of Amendment 373(k) of *Constitution of Alabama* and Title 40-9-1, *Code of Alabama, 1975*

This Instrument Was Prepared By:
Patrick H. Boone; Attorney at Law
705 New South Federal Savings Building
215 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-3720
Telephone No. 205-324-2018

**STATE OF ALABAMA
JEFFERSON COUNTY**

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered as of the 10th day of May, 2018, by the County Board of Education of Jefferson County (hereinafter referred to as "Grantor"), in favor of the Board of Education of the City of Vestavia Hills, Alabama (hereinafter referred to as "Grantee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Six Million Seven Hundred Fifty Dollars (\$6,750,000.00), in hand paid by the Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee that certain real property (the "Property") situated in Jefferson County, Alabama which is more particularly described as follows:

A tract of land situated in the NW 1/4 of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 00° 17' 16" W along the West line of said 1/4 - 1/4 section for 907.31 feet to a point on the South line of the Gresham Woods Subdivision, as recorded in Map Book 227, page 2, in the Probate Office of Jefferson County, Alabama; thence run S 88° 32' 33" E along the South line of said Subdivision for 797.24 feet to a point on the South Right of Way line of Gresham Drive; thence run S 83° 58' 48" E along said road right of way for 408.26 feet to the point of a non tangent curve to the right, said curve having a radius of 150.00 feet and a chord bearing of S 34° 13' 12" E and run along the arc of said curve and said road right of way for 157.34 feet; thence run S 00° 28' 05" E along said road right of way for 755.98 feet to a point on the South line of the NW 1/4 of the SW

Statutory Warranty Deed
Page 2

1/4 of said Section 28; thence run N 88° 24' 07" W along the South line of said 1/4 - 1/4 section for 1289.60 feet to the point of beginning.

This conveyance is made subject to all matters of record, all existing restrictions, rights of way, limitations, easements, exceptions, reservations, releases and covenants of record ("Permitted Exceptions"), specifically including but not limited to:

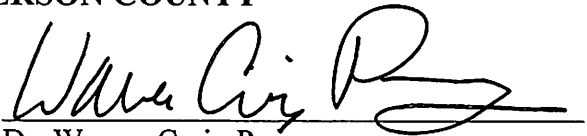
1. Easement to Alabama Power Company recorded in Instrument 200315/2842 and Book LR200716, page 466, in the Probate Office of Jefferson County, Alabama.

2. Right of Way to Jefferson County, recorded in Real 1798, page 836; Real 1812, page 462; Book LR200620, page 7784; Book LR200620, page 7782; Real 1262, page 60; Real 2712, page 85 and Real 3550, page 359, in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns forever; subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the said Grantor by its Superintendent authorized to execute this conveyance, hereto set its signature and seal, on this the 10th day of May, 2018.

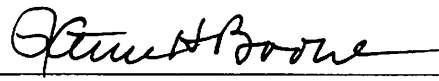
**COUNTY BOARD OF EDUCATION OF
JEFFERSON COUNTY**

By: 
Dr. Warren Craig Pouncey
Superintendent

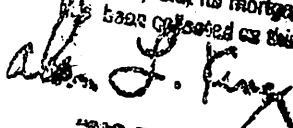
**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dr. Warren Craig Pouncey, whose name as Superintendent of the County Board of Education of Jefferson County, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such Superintendent and with full authority, executed the same voluntarily for and as the act of said County Board of Education of Jefferson County.

Given under my hand and official seal this 10th day of May, 2018.


Notary Public

My Commission Expires:
June 14, 2021
SEAL

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Judge of Probate
"NO TAX COLLECTED"

ORDINANCE NUMBER 2784

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 JEFFERSON COUNTY INST-1 TO VESTAVIA HILLS INSTITUTIONAL

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 Inst-1 (institutional district) to Vestavia Hills Inst (institutional district):

2650 Gresham Drive; Gresham School Campus
Vestavia Hills Board of Education, Owner(s)

More particularly described as follows;

A tract of land situated in the NW 1/4 of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 00° 17' 16" W along the West line of said 1/4 - 1/4 section for 907.31 feet to a point on the South line of the Gresham Woods Subdivision, as recorded in Map Book 227, page 2, in the Probate Office of Jefferson County, Alabama; thence run S 88° 32' 33" E along the South line of said Subdivision for 797.24 feet to a point on the South Right of Way line of Gresham Drive; thence run S 83° 58' 48" E along said road right of way for 408.26 feet to the point of a non tangent curve to the right, said curve having a radius of 150.00 feet and a chord bearing of S 34° 13' 12" E and run along the arc of said curve and said road right of way for 157.34 feet; thence run S 00° 28' 05" E along said road right of way for 755.98 feet to a point on the South line of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 88° 24' 07" W along the South line of said 1/4 - 1/4 section for 1289.60 feet to the point of beginning.

APPROVED and ADOPTED this the 10th day of September, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

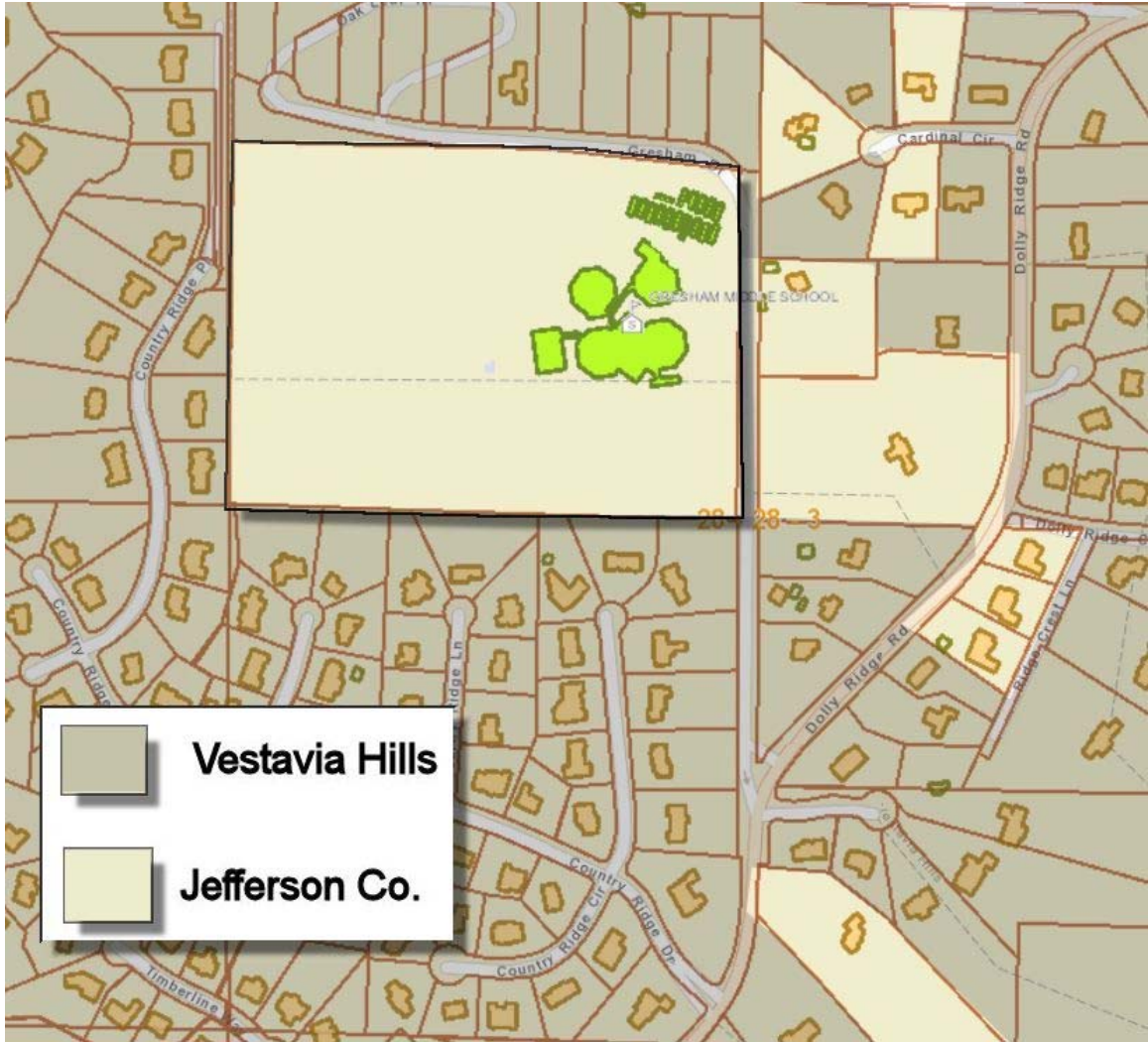
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2784 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 10th day of September, 2018, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



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

Date: **JULY 12, 2018**

- **CASE: P-0718-25**
- **REQUESTED ACTION:** Rezoning Jefferson County Inst-1 to Vestavia Hills Inst-1
- **ADDRESS/LOCATION:** 2650 Gresham Dr.
- **APPLICANT/OWNER:** Vestavia Hills Board Of Education
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 5/14/18 with the passage of Ordinance 2765. Applicant is requesting the compatible rezoning.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval for 2650 Gresham Dr. from Jefferson County Inst-1 to Vestavia Hills Inst-1. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. House – yes
Mr. Larson – yes

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



ORDINANCE NUMBER 2785

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

WHEREAS, on the 30th day of May, 2018, 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:

2424 and 2432 Dolly Ridge Road
Lot 15, Lot 18 & S 25' Lot 17, Rocky Ridge Estates
Jim Thornton Construction, Owner(s)

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 10th day of September, 2018.

Ashley Curry
Mayor

ATTESTED BY:

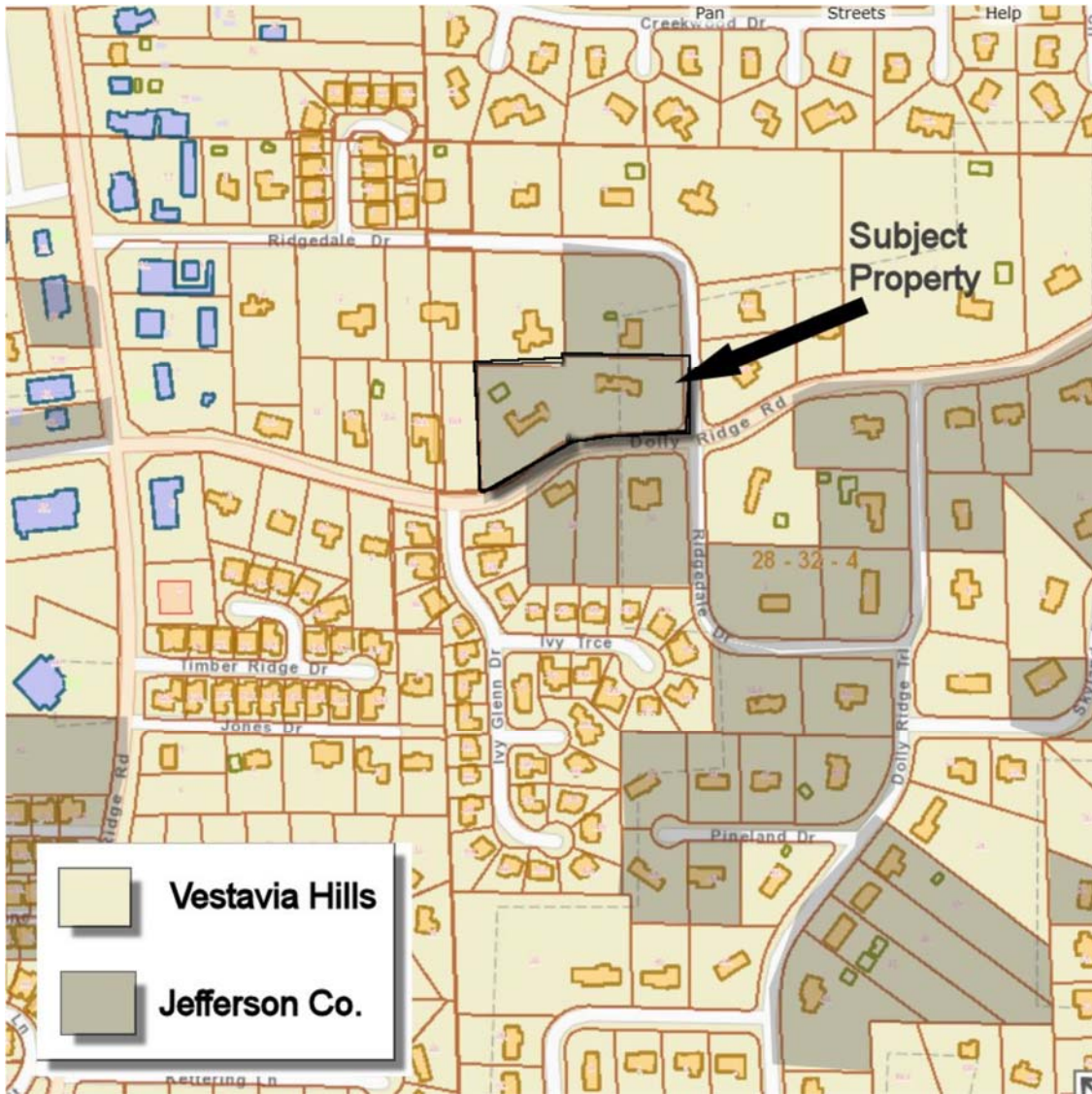
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2785 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 10th day of September, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2424 Dolly Ridge Road

Owners: Jim Thornton Construction

Date: 4-6-18

1. The property in question is contiguous to the city limits.

Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.

Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.

Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.

Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 218,960. Meets city criteria: Yes No

Comment: developer plans to demolish current home, divide lot and build 2 homes - \$600,000. +

6. This street has fewer than 100% of the individual properties within the limits of the city

Yes No

Number of total homes _____ Number in city majority of homes are in VM

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.

Agreed to by petitioner: Yes No Comment _____

Property: 2424 Dolly Ridge Road

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

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

10. Are there any concerns from city departments? Yes _____ No Comments: _____

11. Information on children: Number in family N/A; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: + the committee discussed many issues with the proposed development such as density and possible student impact on VHCS

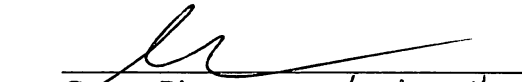

George Pierce
Chairman 4-6-18

EXHIBIT "C"

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2424 Dolly Ridge Road

Engineering: Date: _____ Initials: _____

Comments: _____

2424 Dolly Ridge Road -- no significant concerns noted; see comments for 2432 Dolly Ridge Road.

Comments: _____

Police Department: Date: _____ Initials: _____

The police department has reviewed the listed properties up for annexation; we have no reason to oppose said annexation on the law enforcement side.
3332 Misty Lane; 2764 Altadena Lake Drive; 2441 Jannebo Road; 2432 Dolly Ridge Road; 2424 Dolly Ridge Road.

Fire Department: Date: 3/15/18 Initials: CV

Comments: NP

PARCEL #: 28 00 32 4 003 003.000
OWNER: HILL JOAN
ADDRESS: 3424 KETTERING LANE VESTAVIA AL 35243
LOCATION: 2424 DOLLY RIDGE RD BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 1,907
 18-034.0 Bed Rooms: 3 Land Sch: L1
 Land: 100,000 Imp: 137,500 Total: 237,500
 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE: X
 EXEMPT CODE: 5-5 DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE: FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$223,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$99,960
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 GARAGE WOOD OR 24WCBFA \$7,400
 BLDG 001 111 \$130,100
 TOTAL MARKET VALUE [APPR. VALUE: \$237,500]: \$237,460
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$23,760	\$154.44	\$23,760	\$154.44	\$0.00
COUNTY	3	2	\$23,760	\$320.76	\$23,760	\$320.76	\$0.00
SCHOOL	3	2	\$23,760	\$194.83	\$23,760	\$194.83	\$0.00
DIST SCHOOL	3	2	\$23,760	\$0.00	\$23,760	\$0.00	\$0.00
CITY	3	2	\$23,760	\$0.00	\$23,760	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$23,760	\$121.18	\$23,760	\$121.18	\$0.00
SPC SCHOOL2	3	2	\$23,760	\$399.17	\$23,760	\$399.17	\$0.00

ASSD. VALUE: \$23,760.00 **\$1,190.38** **GRAND TOTAL: \$0.00**
FULLY PAID

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
2017131811	12/19/2017		2017		\$0.00
0-0	01/10/2001		2016		\$0.00
			2015		\$0.00
			2014		\$0.00
			2013		\$0.00
			2012		\$0.00

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: February 1, 2018

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.

Jim Thornton
Thornton Construction Company, Inc.
5300 Cahaba River Road, Suite 200
Birmingham, AL 35243
jmt@thorntonconstruction.com
Office:205-870-5498
Cell:205-305-2561

Larry W. Ingram, P.E.
Gonzalez-Strength & Associates, Inc.
2176 Parkway Lake Drive
205-942-2486
lingram@gonzalez-strength.com

EXHIBIT "A"

LOT: 15

BLOCK: _____

SURVEY: Rocky Ridge Estates

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

COUNTY ZONING: E-2 (Estate 2)

COMPATIBLE CITY ZONING: R-2 (Medium Density Residential)

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 15 Rocky Ridge Estates

(2424 Dolly Ridge Road)

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>James M. Thornton</u>	Lot <u>15</u> Block _____ Survey <u>Rocky Ridge Estates</u>
<u>President - Thornton Construction Co. LLC</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

James M. Thornton 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.

James M. Thornton
Signature of Certifier

Subscribed and sworn before me this the 2nd day of February, 2018.

Lauren Elizabeth Thornton
Notary Public

My commission expires: April 27, 2019

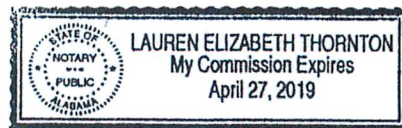


EXHIBIT "B"

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): THORNTON Construction Co. LLC.

Address: 2424 Dolly Ridge Road

City: Birmingham State: AL Zip: 35243

Information on Children:

Plan to Enroll In
Vestavia Hills School?

	Name(s)	Age	School Grade	Yes	No
1.	0				
2.					
3.					
4.					
5.					
6.					

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

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: February 1, 2018

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.

Jim Thornton
Thornton Construction Company, Inc.
5300 Cahaba River Road, Suite 200
Birmingham, AL 35243
jmt@thorntonconstruction.com
Office:205-870-5498
Cell:205-305-2561

Larry W. Ingram, P.E.
Gonzalez-Strength & Associates, Inc.
2176 Parkway Lake Drive
205-942-2486
lingram@gonzalez-strength.com

EXHIBIT "A"

LOT: 18 & South 25 ft of Lot 17

BLOCK: _____

SURVEY: Rocky Ridge Estates

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

COUNTY ZONING: E-2 (Estate 2)

COMPATIBLE CITY ZONING: R-2 (Medium Density Residential)

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 18 & South 25 ft of Lot 17 Rocky Ridge Estates

(2432 Dolly Ridge Road)

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Judith Lynn Vesper</u>	Lot <u>18</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

Judith LYNN VESPER 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.

Judith Lynn Vesper
Signature of Certifier

Subscribed and sworn before me this the 2nd day of February, 2018.

Lauren Elizabeth Thornton
Notary Public

My commission expires: April 27, 2019



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): Judith Lynn Vesper

Address: 2432 Dolly Ridge Road

City: Birmingham State: AL Zip: 35243

Information on Children:

Plan to Enroll In
Vestavia Hills School?

	Name(s)	Age	School Grade	Yes	No
1.	NONE				
2.					
3.					
4.					
5.					
6.					

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

ORDINANCE NUMBER 2786

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 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 (estate single family district) to Vestavia Hills R-2 (medium density residential district):

2424 and 2532 Dolly Ridge Road
Lot 15, Lot 18 and the S 25' of Lot 17, Rocky Ridge Estates
Thornton Construction, Owner(s)

APPROVED and ADOPTED this the 10th day of September, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

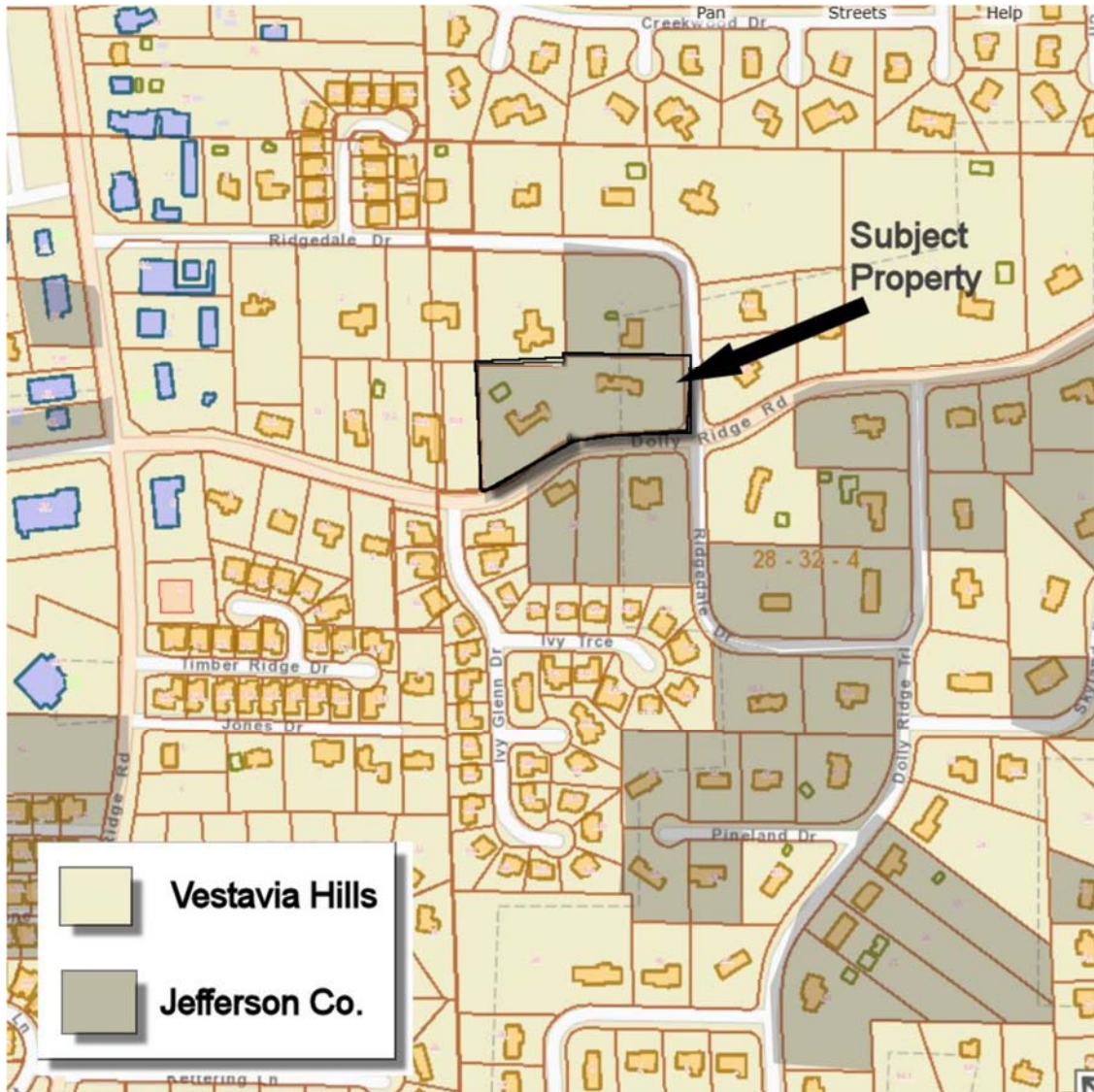
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2786 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 10th day of September, 2018, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



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

Date: **JULY 12, 2018**

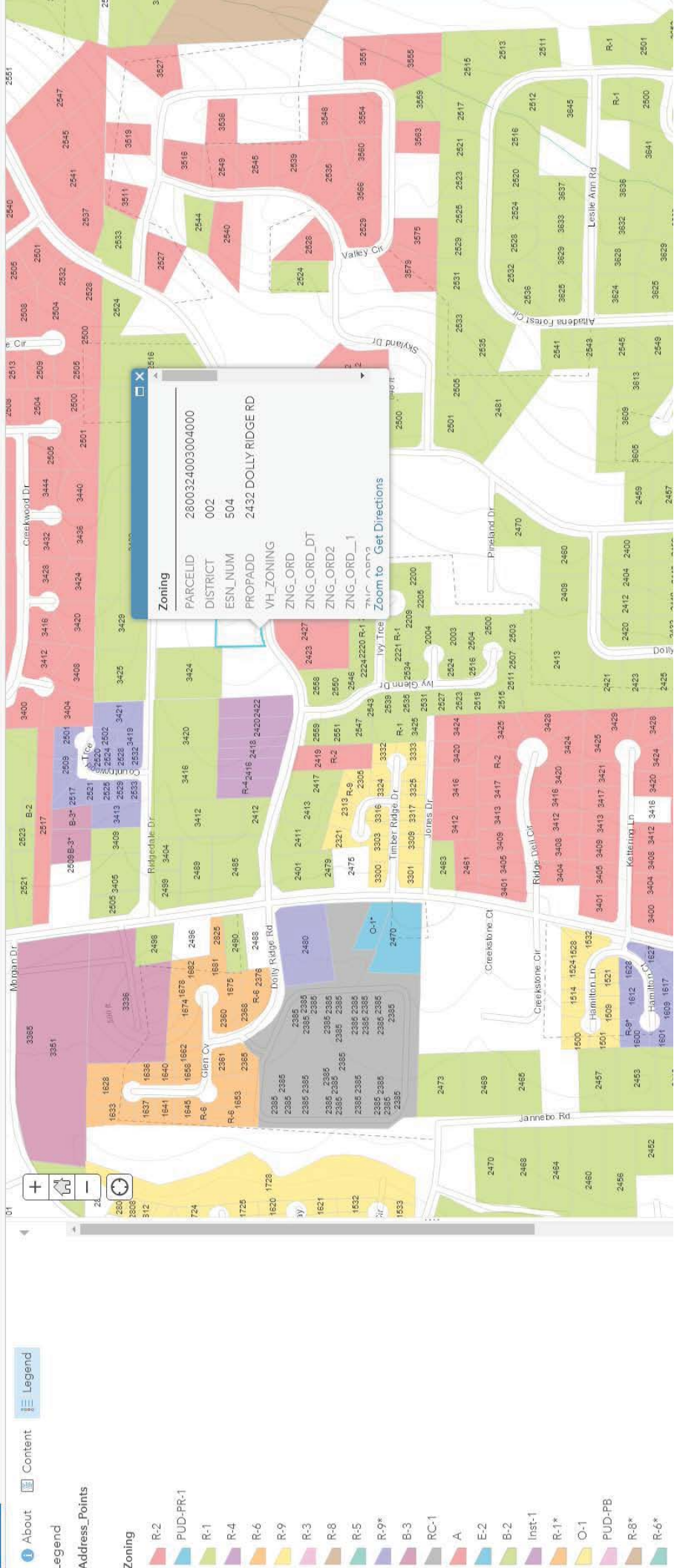
- **CASE: P-0718-27**
- **REQUESTED ACTION:** Rezoning Jefferson County E-2 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2424 & 2432 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Thorton Construction Company, Inc.
- **GENERAL DISCUSSION:** Property began 90 day annexation process by City Council on 5/30/18 with the passage of Resolutions 5046 & 5047. Applicant is requesting the rezoning to R-2 for a 4 lot subdivision on Dolly Ridge Rd. The proposed lots meet the minimum requirements for an R-2 zoning. Lots 1-3 you have access from Dolly Ridge Rd. while Lot 4 would access Ridgedale Dr. This is not a compatible rezoning.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for medium density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval for 2424 & 2432 Dolly Ridge Rd. from Jefferson County E-2 to Vestavia Hills R-2 based on the site plan presented. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

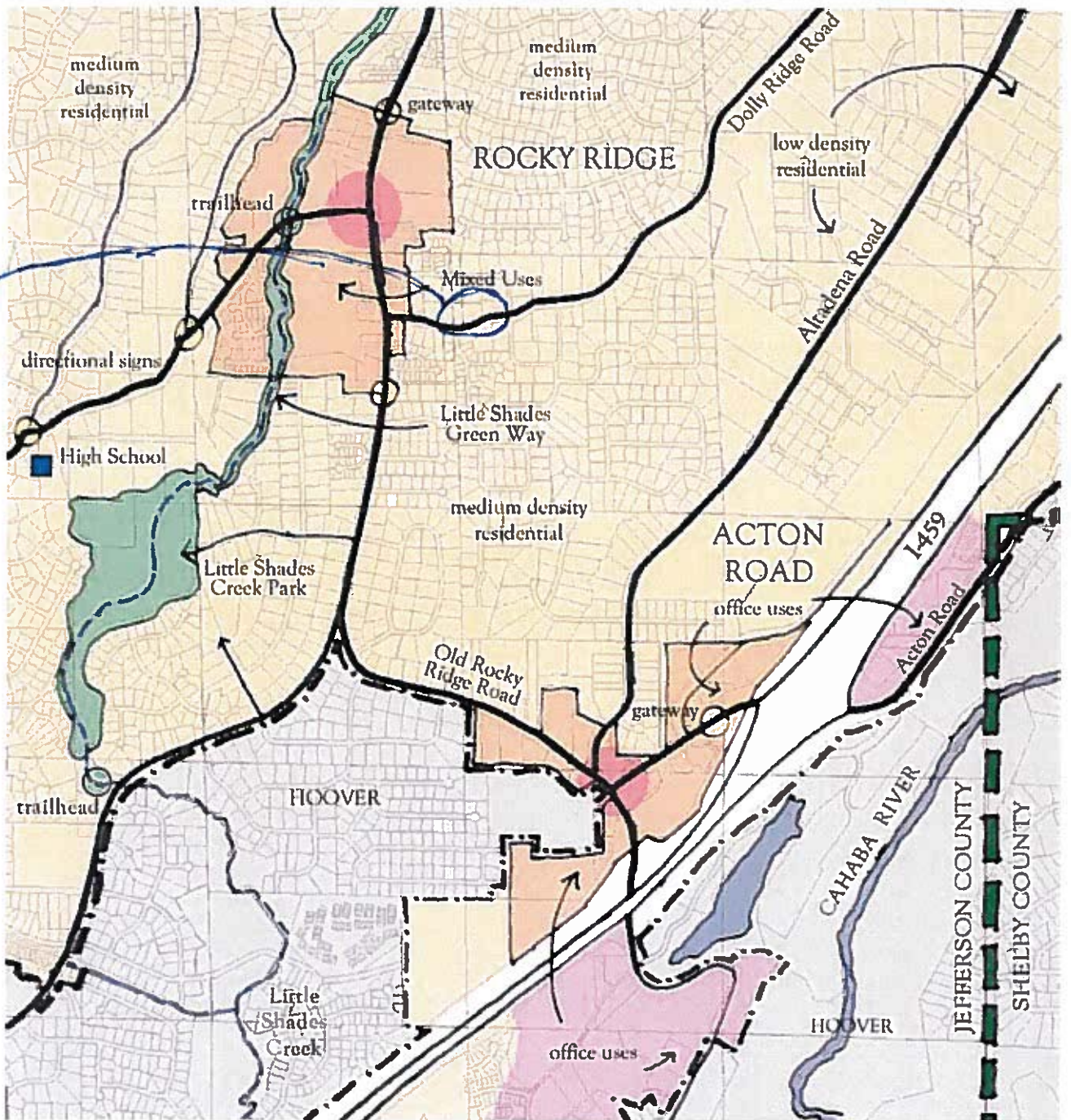
Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. House – yes
Mr. Larson – yes

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



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

Address_Points



Subject
Parcels

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

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



RESOLUTION NUMBER 5083

A RESOLUTION FOR APPROVAL OF THE FINAL 10% OF THE BUDGET FOR THE CITY OF VESTAVIA HILLS, ALABAMA FOR THE FISCAL YEAR 2017-2018 AND TO AUTHORIZE THE CITY MANAGER TO EXPEND UP TO \$235,600 FOR CERTAIN CAPITAL EXPENDITURES TO BE EXPENSED TO FY 2018

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, at its regular meeting of August 28, 2017, adopted and approved Resolution Number 4975 to adopt 90% of a General Fund budget, 90% of a Special Revenue Fund budget, 90% of a Capital Project Fund budget and 90% of a Sidewalk Fund Budget for the fiscal year 2017-2018; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of aforesaid budgets for the fiscal year 2017-2018.

Total Budget Recap

	General Funds	Special Funds	Capital Projects Funds	Sidewalk Projects Fund
Total Budget Approved	\$ 38,616,956.00	\$ 3,968,866.00	\$ 2,398,341.00	\$ 582,420.00
Less 90% approved in Res. 4308 & 4233	\$ 34,755,260.00	\$ 3,571,979.00	\$ 2,158,507.00	\$ 524,178.00
Final 10% to be approved	\$ 3,861,696.00	\$ 396,887.00	\$ 239,934.00	\$ 58,242.00

BE IT RESOLVED, by the City Council of the City of Vestavia Hills, Alabama, that the final portion of the annual budget amounting to \$3,861,696.00 (general funds), \$396,887.00 (special funds), \$239,934.00 (capital projects funds) and \$58,242.00 (Sidewalk Projects Fund) for the fiscal year 2017-2018 is hereby adopted.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to expend an amount not to exceed \$235,600 for certain capital expenditures to be expensed to the 2018 fiscal year; said items are detailed in the attached Exhibit A.

APPROVED and ADOPTED this the 10th day of September, 2018.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PURCHASES - USE OF FISCAL 2018 SURPLUS FUNDS

<u>POLICE DEPARTMENT</u>			<u>TOTAL</u>
	Flir Accessory for Drone	\$ 7,500	
	Tasers	\$ 9,600	\$ 17,100
<u>FIRE DEPARTMENT</u>			
	Renovations - Station #1	\$ 138,000	
	Dark Fiber - Station #1	\$ 12,000	
	Cardiac Monitor	\$ 32,000	
			\$ 182,000
<u>PUBLIC SERVICES</u>			
	General Fence Repairs	\$ 12,000	
	Zero Turn Mower	\$ 9,500	
			\$ 21,500
<u>LIBRARY - 70</u>			
	Parking Lot Resurfacing	\$ 15,000	
			\$ 15,000
GRAND TOTAL			\$ 235,600

ORDINANCE NUMBER 2788

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AND AN INFRASTRUCTURE AND COMMUNITY SPACES PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2018 UNTIL SEPTEMBER 30, 2019.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$44,376,286 including transfers out, to be effective for the period beginning October 1, 2018, through September 30, 2019; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$3,259,642 including transfers from the General Fund, to be effective for the period beginning October 1, 2018, through September 30, 2019; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$2,038,735 to be effective for the period beginning October 1, 2018, through September 30, 2019.

WHEREAS, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$3,244,878 to be effective for the period beginning October 1, 2018, through September 30, 2019.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$39,938,657, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$2,933,678, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$1,834,862, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions and provisions set forth below.

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$2,920,390, of the “infrastructure and community spaces project fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$39,938,657, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$44,376,286 multiplied by 90% equals
\$39,938,657; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$2,933,678 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$3,259,642 multiplied by 90% equals
\$2,933,678; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$1,834,862 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$2,038,735 multiplied by 90% equals
\$1,834,862; and

4. The “infrastructure and community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$2,920,390 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$3,244,878 multiplied by 90% equals
\$2,920,390; and

5. The City Manager is hereby authorized to expend the sum of \$39,938,657 from the General Fund, \$2,933,678 from the Special Revenue Fund, \$1,834,862 from the Capital Projects Fund, and \$2,920,390 from the Infrastructure and Community Spaces Fund for municipal expenses for the period beginning October 1, 2018, and ending September 30, 2019.

6. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER RESOLVED, this Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 10th day of September, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2788 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 10th day of September, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2019**

<u>EXPENDITURES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
NON DEPARTMENTAL	7,303,203			3,164,834	10,468,037
CITY COUNCIL	84,598				84,598
MAYOR & ADMINISTRATION	1,256,955				1,256,955
CITY CLERK	464,476				464,476
MUNICIPAL COMPLEX	286,309				286,309
INFORMATION SERVICES / TECHNOLOGY	583,951		99,295		683,246
POLICE	9,267,700		722,951		9,990,651
FIRE	10,118,413		885,385		11,003,798
BUILDING SAFETY & INSPECTIONS	567,000		61,798		628,798
PUBLIC SERVICES	6,864,214		219,306	80,044	7,163,564
PUBLIC LIBRARY	2,193,253				2,193,253
4 CENT GASOLINE TAX		207,000			207,000
5 CENT GASOLINE TAX		100,000			100,000
7 CENT GASOLINE TAX		1,188,682			1,188,682
E-911 FUNDS		896,161			896,161
COURT & CORRECTIONS		537,285			537,285
LIBRARY STATE AID		22,015			22,015
LIBRARY BOOKS & DONATIONS		174,900			174,900
VEHICLE TAGS / ADMINISTRATION		133,599			133,599
SUB-TOTAL EXPENDITURES	\$38,990,072	\$3,259,642	\$1,988,735	\$3,244,878	\$47,483,327
TRANSFER-OUT:					
General Fund to Special Funds (funds 07 & 11)	144,449				\$144,449
General Fund to Capital Reserve Fund (Sales Tax %)	780,688				\$780,688
General Fund to Community Spaces	4,461,077				\$4,461,077
Capital/Confiscation to General Fund (policeman salary offset)			50,000		\$50,000
TOTAL - TRANSFER-OUT	\$5,386,214		50,000		\$5,436,214
TOTAL EXPENDITURES	\$44,376,286	\$3,259,642	\$2,038,735	\$3,244,878	\$52,919,541

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2019

<u>REVENUE:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
STATE REVENUE	127,535		290,650		418,185
COUNTY REVENUE	16,134,982				16,134,982
CITY REVENUE	27,802,069		797,220		28,599,289
PARKS & RECREATION	261,700				261,700
4 CENT GASOLINE TAX		207,000			207,000
5 CENT GASOLINE TAX		100,000			100,000
7 CENT GASOLINE TAX		1,061,000			1,061,000
E-911 FUNDS		782,250			782,250
COURT & CORRECTIONS		462,282			462,282
LIBRARY STATE AID		22,015			22,015
LIBRARY BOOKS & DONATIONS		110,000			110,000
VEHICLE TAGS / ADMINISTRATION		133,599			133,599
TOTAL REVENUE	\$44,326,286	\$2,878,146	\$1,087,870	\$0	\$48,292,302

Budget Fiscal 2018-2019				
<u>Funds</u>	<u>100.00%</u>	<u>90.00%</u>	<u>10.00%</u>	<u>Variance</u>
GF	\$44,376,286	\$39,938,657	\$4,437,629	\$0
Special	\$3,259,642	\$2,933,678	\$325,964	\$0
Capital	\$2,038,735	\$1,834,862	\$203,874	\$0
Comm Spaces	\$3,244,878	\$2,920,390	\$324,488	\$0
GT	\$52,919,541	\$47,627,587	\$5,291,954	\$0

RESOLUTION NUMBER 5084

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH SAIN ASSOCIATES FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF THE COMMUNITY SPACES CONNECTOR SIDEWALK TAP PROJECT

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 Sain Associates for professional services related to designing the Community Spaces Connector Sidewalk TAP Project at a cost of approximately \$69,900; and
2. Said agreement is marked as Exhibit A attached to and incorporated into this Resolution Number 5084 as though written fully therein; and
3. This Resolution Number 5084 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of September, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



August 07, 2018

Mr. Christopher Brady, PE
 City Engineer
 City of Vestavia Hills
 1032 Montgomery Highway
 Vestavia Hills, AL 35216

**SUBJECT: Proposal for Civil Engineering Services for
 Community Spaces Connector TAP Project
 Vestavia Hills, Alabama
 Sain Project No. 18-0139**

Dear Mr. Brady:

We are pleased to submit this proposal for civil engineering, surveying, environmental document, and lighting services related to designing the Community Spaces Connector sidewalk TAP Project. We have compiled the following proposal for civil engineering services.

GENERAL PROJECT UNDERSTANDING

The following understanding is based on the January 02, 2018 revised Transportation Alternatives Program (TAP) application prepared by the City of Vestavia Hills, as well as conversations held with Vestavia Hills and ALDOT.

- The primary project Team will consist of Sain Associates for surveying and civil engineering design, MRS Consultants, Inc. for the Phase I cultural resources survey, Environmental Inc. for an environmental survey, and Edmonds Engineering for lighting design.
- The City has received a TAP grant to complete the project, and review of this project will flow through ALDOT, as well as the City.
- The TAP funding is based on connecting to sidewalks near City Hall but the scope was reduce to tie to the existing Gold's Gym parking lot as the City is preparing a site plan for a Community Building and the site plan design will connect the sidewalk through the parking lot and connect this sidewalk project to the existing sidewalk at City Hall. The City will handle coordination with ALDOT for reducing the scope of the TAP project. City will also handle coordination of the Community Center design with the Sain Associates design.
- According to our conversation with ALDOT, there will be two separate reviews, PS&E and Final, that will consist of comments only, rather than their more extensive review process, and we have scoped this proposal as such.
- This proposal includes topographic survey, civil design, environmental document, lighting design, and permitting with the City, ALDOT, and impacted utility companies.
- The intent of the design will be to provide a six (6) feet wide sidewalk connecting to an existing sidewalk near Merryvale Road to the Vestavia Community Building, as shown on the enclosed concept. Two concepts will be considered. The approximate length is 1200 feet. Should the concept be changed by the City to increase the scope of civil design, we would provide a supplemental proposal for such expanded scope.
- A pedestrian bridge, per ALDOT special provision, will be necessary to cross an existing ditch.
- Lighting shall consist of 32 LED decorative lamps spaced fifty (50) feet apart.
- There will be no landscaping or irrigation required for this project.

- The design plans will include the following, which are typically required for ALDOT approval: Title Sheet; Index/ Standard Drawings Sheet, Geometric Control Sheet, Typical Sections, Project Notes, Quantities, Layout Plan, Sidewalk Profiles, Traffic Control Plan, Erosion Control Plan, Drainage Profiles, Cross Sections (at 25' spacing), Utility Relocation Plan (provided by others), and Details.
- A geotechnical investigation and report is not required. Sain will coordinate with the City on the best approach to the bidding as the excavation will most likely require rock removal.
- In the design process, Sain will attempt to avoid impacts to utilities and the City will coordinate with affected utility owners. However, in the event that utility relocations are necessary, the City will coordinate with affected owners to include any relocation plans to be prepared by the utility owner. Sain's design of utility relocations is not included within this scope, but may be provided under a supplemental agreement if requested by the City.
- The City will prepare contract documents for the project, and the City will coordinate the advertising and bidding the project. ALDOT specifications will be utilized as the technical specifications for the work, and all bids received for the project will need to be reviewed by ALDOT.
- During construction, Sain will be available to perform Construction Engineering and Inspection (CE&I) services for the City. These services would be provided under a supplemental proposal.
- This project will require an NPDES permit from ADEM if disturbance exceeds 1 acre. The City will prepare the NPDES permit to be issued to the City, and our plans will require the contractor to transfer that permit into his name before construction begins. The City will prepare an NPDES Stormwater Pollution Prevention Package for submittal to ADEM if disturbance exceeds 1 acre.
- We understand that there are no anticipated environmental impacts in this project, and this proposal is based on completing the environmental Type 1 Programmatic Categorical Exclusions checklist with no impacts.
- Our proposal is based on the information shown above. If any of this information changes, please let us know, and we will revise our proposal.

SCOPE OF SERVICES

I. Topographic Survey, Easement Drawings, and Legal Descriptions

We will perform a topographic survey of the project area, as shown on the attached site map. Contours will be shown at 1-foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. Two benchmarks will be set on site. We will show visible utilities and subsurface utilities as marked by utility companies or as shown on maps. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities. Alabama One Call does NOT mark any utilities that are within the limits of private property. It is the responsibility of the client to coordinate with a private line locator to have any subsurface utilities within the limits of private property, to be located by Sain Associates, marked prior to our arrival. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, and paved areas. Landscaped areas and tree lines will be shown on survey, individual shrubs and trees will NOT be shown on survey. (See attached Site Map for approximate location).

We will prepare easement exhibits and legal descriptions in the areas the trail will cross the property of Tree Top Apartments, Lot 1 as recorded in Map Book 93, Page 28 in the Probate office of Jefferson County, Alabama, and the property of Southminster Presbyterian Church, Lot 2 as recorded in Map Book 93 Page 28, Deed Book 9712 Page 844, and Deed Book 9807 Page

8407 in the Probate Office of Jefferson County, Alabama. The City will handle securing the easement.

Exclusions

This survey is not to be construed as an ALTA/NSPS Land Title Survey. No easements, liens, encumbrances, or other items that might be revealed in a Land Title search will be researched, drawn or located. No sub surface utility locations, other than the locations listed in the above scope of work, will be researched or shown. This is not a boundary survey.

II. PCE Checklist

Based on conversations with ALDOT, a PCE1 Document (Programmatic Categorical Exclusion Level 1) will be required for completion of the project. Sain Associates will prepare this PCE1 Document, and will team with MRS Consultants, LLC. and Environmental, Inc. to complete the environmental studies that will be necessary for inclusion within the document. Due to the fact that right-of-way acquisitions and/or temporary construction easements will be required, it is likely that a PCE2 (Programmatic Categorical Exclusion Level 2) will be required and prepared by ALDOT. Preparation of the PCE2 Document is excluded from this scope. In the event it is determined a more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. Since discussion with ALDOT have resulted in a concurrence to prepare a PCE1 Document, preparation for and attendance at the Federal Highway Administration Kickoff meeting have been excluded from this contract. The PCE1 document shall consist of evaluating:

1. Project Purpose
2. Right-of-Way
3. Streams/Wetlands/Waterways/Coastal Zone
4. Floodplain/Floodway
5. Threatened/Endangered Species
6. Cultural Resources
7. Hazardous Materials
8. Environmental Commitments
9. Bicycle and Pedestrian Accommodations

III. Lighting Design

Sain Associates will subcontract with Edmonds Engineering to prepare the lighting design.

IV. Construction Documents

The construction plans will include the following, which are typically required for ALDOT approval: Title Sheet; Index/ Standard Drawings Sheet, Geometric Control Sheet, Typical Sections, Project Notes, Quantities, Layout Plan, Sidewalk Profiles, Traffic Control Plan, Erosion Control Plan, Drainage Profiles, Cross Sections (at 25' spacing), Utility Relocation Plan (if provided by utility owners), and Details. We will reference ALDOT technical specifications in our design. Sain will prepare quantities and an opinion of probable cost.

V. Permitting and Plan Reviews

We will submit our design plans to and coordinate with the City of Vestavia Hills, ALDOT, affected utilities, and Jefferson County, if necessary, regarding the proposed improvements. We have included time to make reasonable plan revisions if required by governing authority review. We do not anticipate any public hearings (re-zoning, variances, conditional use, etc.) and have excluded this coordination or attendance at any public meetings. The City will prepare the required submittal package to ADEM for issuance of an NPDES permit, if necessary. We will

coordinate with respective utility companies for adjustments of existing utilities impacted by this project.

We will also coordinate with ALDOT for approval of this TAP project, which we anticipate will involve two separate submittal packages, as on other TAP projects we have done in the past. We have included time for one (1) meeting with ALDOT.

EXCLUSIONS

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: the cost of filing fees for permits and approvals; public meetings or zoning activities; geotechnical studies; environmental studies or permitting not specifically included within this scope; permitting with United State Corps of Engineers; permitting with ADEM; off-site utility main extensions; utility coordination; retaining wall design; traffic impact studies; boundary surveys; platting, and/or subdivision coordination; coordination with property owners for securing easement; property appraisal; construction stakeout; sanitary sewer lift station design; bid package, advertising, and pre-bid meeting; full time CE&I (inspections); stormwater inspections during construction; or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

FEES

We propose to provide the above described services based on the following fee schedule:

- I. Topographic Survey, Easement Drawings, and Legal Descriptions Lump Sum \$9,600.00
- II. PCE Checklist..... Hourly with Maximum Budget of \$9,000.00
- III. Lighting Design..... Lump Sum \$7,500.00
- IV. Construction Documents Lump Sum \$30,500.00
- V. Permitting and Plan Reviews..... Hourly with Maximum Budget of \$13,300.00

Total Estimated Budget \$69,900.00

PROCEDURES FOR CHANGES IN SCOPE OF WORK

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain without your authorization.

TERMS AND CONDITIONS

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

PROPOSAL LIMITATIONS

We reserve the right to revise this proposal if not contracted within 60 days.



Community Spaces Connector TAP Project
Vestavia Hills, AL
18-0139

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

SCHEDULE

We are prepared to begin immediately upon your approval of this agreement.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.



Alicia Bailey, P.E.
Infrastructure
Alabama License No. 26339

Enclosures:
Sain Terms & Conditions (sch. 2018)
Concepts
Survey Exhibit

cc: Alicia Bailey

OFFERED:

SAIN ASSOCIATES, INC.

BY: James A. Meads / President / AL No.17294


Signature of Authorized Representative

Date: 08/07/18

ACCEPTED:

CITY OF VESTAVIA HILLS

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal.....	\$167.00 - \$187.00 per Hour
Engineer/Planner.....	\$98.00 - \$152.00 per Hour
Designer.....	\$82.00 - \$117.00 per Hour
GIS Professional.....	\$133.00 per Hour
Surveyor.....	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person).....	\$90.00 per Hour
Survey Crew (2-Person).....	\$135.00 per Hour
Survey Crew (3-Person).....	\$175.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person).....	* \$175.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person).....	* \$215.00 per Hour
Survey Per Diem.....	\$100.00 per Man per Night
Administrative Support.....	\$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing and travel expenses are included within our basic fee. Permitting and advertising fees are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney’s fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain’s services.

Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant’s professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor’s methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure



Community Spaces Connector TAP Project
Vestavia Hills, AL
18-0139

PAGE 7

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges. In the event of termination, Consultant must reimburse Client for any payments by Client to Consultant for services not performed.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2018

Concept Exhibit



SURVEY EXHIBIT



MRS Consultants, LLC.

Cultural Resource Specialists Phase I Assessments Section 106 Compliance

July 16, 2018

Jennifer Brown
Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243

Re: Phase I Cultural Resources Survey for a Proposed TAP Sidewalk Project from Merryvale Road to a Vestavia Municipal Building in Vestavia, Jefferson County, Alabama

Dear Jennifer:

Thank you for contacting MRS Consultants, LLC regarding the above referenced project. A cost proposal is attached for MRS to conduct a Phase I cultural resources assessment survey for the proposed project. The project involves a proposed TAP sidewalk project from Merryvale Road to a Vestavia Municipal Building in Vestavia, Alabama. The exact route of the sidewalk is undetermined, but the survey area includes approximately 2.5 acres of land. All phases of the research will be conducted in compliance with the guidelines set forth by the Alabama Historical Commission (AHC) and will consider both archaeological and historic structural resources in the study area, as well as historic resources that may exist in the surrounding Area of Potential Effect (APE).

This contract will entail a Phase I cultural resources assessment of the survey area. There will be three general stages to this project: 1) Background Research; 2) Field Research; and 3) Analysis and Reporting. Following is a brief description of each stage of research.

Stage 1: This stage of research includes the background research conducted before the field investigation. Background research will be conducted to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be consulted during the research, including but not necessarily limited to the Alabama State Site File (ASSF), the National Register of Historic Places (NRHP), the Alabama Register of Landmarks & Heritage (ARLH), and the Online Archaeological GIS website for Alabama.

Stage 2: This stage will include the field assessment of the project area, and will document archaeological sites, cemeteries, and historic structures. The project area will receive a pedestrian review. Standard archaeological techniques will be employed during the survey, especially visual observation of the ground surface and subsurface shovel testing. Environmental conditions and shovel tests will be documented on field maps. Shovel tests generally will measure 30 cm in diameter and will be excavated into subsoil. Soils will be sifted through a 6 mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged by provenience, and returned to the laboratory for analysis. Each discovered resource (archaeological sites, cemeteries, and historic structures) will be evaluated to a preliminary level necessary for determining its potential eligibility for inclusion on the NRHP. Standard information will be derived for each archaeological site, i.e. GPS coordinates, dimensions, vertical depth, positive/negative shovel tests, environmental context, photographs, sketch maps, etc. The architectural survey will also document any historic structures that exist on adjacent properties, if any exist.

MRS Consultants, LLC.
TAP Vestavia Sidewalk Project, Jefferson County, AL

Stage 3: This stage includes the laboratory analysis and preparation of the technical report and other documentation. Artifacts will undergo standard laboratory procedures, i.e. washing, analysis, and preparation for curation. ASSF forms will be completed for each archaeological site, which will be submitted to the ASSF for a permanent site number. Historic properties identified during the survey will be described. A technical report will be written detailing the survey and findings of the research. Recommendations of NRHP eligibility will be made for each cultural resource. Those cultural resources that are considered *Not Eligible* for the NRHP will be recommended for clearance. Those cultural resources that have an *Undetermined* or *Potentially Eligible* NRHP eligibility will be recommended for avoidance or additional research.

If you have any questions, please do not hesitate to call me on my cell phone at (205) 242-8650. We look forward to working with you, and thank you for considering MRS Consultants, LLC.

Sincerely,



Catherine C. Meyer
MRS Consultants, LLC.

Enclosure

MRS Consultants, LLC.
TAP Vestavia Sidewalk Project, Jefferson County, AL

July 16, 2018

COST PROPOSAL

Phase I Cultural Resources Assessment
for a Proposed TAP Sidewalk Project from Merryvale Road to a Vestavia Municipal Building
in Vestavia, Jefferson County, Alabama

PERSONNEL COSTS	<u>No. Days</u>	<u>Daily Rate</u>	<u>Costs</u>
<u>Background Research/Administration</u>			
MRS Cultural Resource Specialist	0.50	\$350.00	\$175.00
<u>Fieldwork</u>			
MRS Cultural Resource Specialist	1.00	\$350.00	\$350.00
Research Assistant	1.00	\$250.00	\$250.00
<u>Lab Analysis/Report/Drafting</u>			
Research Assistant	0.50	\$250.00	\$125.00
Cultural Resource Specialist	2.50	\$350.00	\$875.00
	Personnel Subtotal		\$1,775.00
OPERATING BUDGET			
AHC Research--Per Diem (\$20.00/day)	0	\$20.00	\$0.00
AHC Research--Mileage (.54/mile)	0	\$0.540	\$0.00
Fieldwork--Per Diem (\$20.00/day)	2	\$20.00	\$40.00
Fieldwork--Mileage (.54/mile)	130	\$0.540	\$70.20
Miscellaneous Supplies/Equipment			\$25.00
	Total Operating		\$135.20
INDIRECT COSTS ON OPERATING (43%)			\$58.14
TOTAL COSTS			\$1,968.34
LUMP SUM/FIXED PRICE			\$1,970.00



ENVIRONMENTAL, INC.

1345 Blair Farms Road, Odenville, Alabama 35120

Environmental, Remediation, and Ecological Consultants

June 22, 2018

Ms. Jennifer Brown
Sain Associates, Inc.
Two Perimeter Park South, Suite 500 East
Birmingham, Alabama 35243

Subject:
**Proposed Scope of Services & Fees
Vestavia TAP Corridor Project
Jefferson County, Alabama
Environmental, Inc. Proposal No.: E18-293**

Dear Ms. Brown:

Environmental, Inc. is pleased to provide this proposed Scope of Services to be performed on the Vestavia TAP Corridor Project in Jefferson County, Alabama. Based on the information provided, it is our understanding that the project area will include a vegetated area that connects Merryvale Road to a Vestavia Municipal Building; the limits of the project area were provided to our office via electronic mail on June 18, 2018.

I. WETLAND & WATERS OF THE U.S. DELINEATION SCOPE

Environmental, Inc. will provide qualified personnel to assess the property and determine the presence/absence of any potential jurisdictional wetlands and/or Waters of the U.S., as defined by the U.S. Army Corps of Engineers (USACE) Field Guide for Wetland Delineation, 1987 Corps of Engineers Manual (Manual) and the Regional Supplement to the Corps of Engineers Manual for the Eastern Mountains and Piedmont Region (April 2012). The Wetland Delineation will include, at a minimum, the following services:

- A review of publically available aerial photographs and hydrologic maps.
- A reconnaissance of the subject site to review representative vegetation and hydrology information.
- Photographic documentation of the site.
- Flagging and classification of the identified jurisdictional features (if any) on the site.
- Generation of a Wetland Delineation Report summarizing the findings of the field activities.

COST

Wetland Delineation\$ 1,000.00

Phone: (205) 629-3868 • Fax: (877) 847-3060

II. THREATENED & ENDANGERED SPECIES EVALUATION SCOPE

Environmental, Inc. will provide qualified personnel to conduct a Threatened & Endangered Species Evaluation in accordance with US Fish & Wildlife Service procedures and will include, at a minimum, the following services:

- A review of published literature regarding the watershed, geology, soils, and topography of the general area of the site.
- Consultation with the US Fish & Wildlife Service Daphne Field Office regarding potentially occurring imperiled species within the project area.
- A review of published literature regarding habitat requirements, known distributions, and Recovery Plans for each target species.
- A review of historical aerial photographs depicting the general area of the site.
- A site reconnaissance to observe the site for target species and target species habitat.
- Generation of a Threatened & Endangered Species Evaluation Report detailing our findings.

COST

Threatened & Endangered Species Evaluation\$ 600.00

III. HAZARDOUS MATERIALS EVALUATION SCOPE

The Hazardous Materials Evaluation will utilize ASTM Standards on Environmental Site Assessments for Commercial Real Estate (ASTM E 1527-13) and will include, at a minimum, the following services:

- A review of published literature regarding the geology, soils, and topography of the general area of the project.
- A site reconnaissance to observe the site and adjacent properties for evidence of *recognized environmental conditions* as defined in ASTM E 1527-13.
- A review of environmental regulatory records regarding the project areas and surrounding properties.
- A review of City Directories, and/or a review of available historical maps depicting the project area or project vicinity.
- A review of available aerial photographs depicting the general area of the project.
- Generation of a Hazardous Materials Evaluation report.



COST

Hazardous Materials Evaluation\$ 1,400.00

CLOSING & SCHEDULE

We are prepared to begin the assessment field work within ten business days of authorization to proceed. The complete reports for each service would be submitted to your office within 30 days following notice to proceed.

Terms and Conditions for these services would be in accordance with the guidelines established in Sain Associates Consultant Contract for Services.

Thank you for allowing us to submit this information. We appreciate your consideration of Environmental, Inc. If you have any questions concerning this proposal, please call (205) 629-3868 or email cstinnett@envciv.com.

Sincerely,

ENVIRONMENTAL, INC.



Chad Stinnett
Senior Project Scientist



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

June 29, 2018

Sain Associates
2 Perimeter Park South
Suite 500 East
Birmingham, AL 35243

Attention: Erin L. Curry, P.E.
Subject: Vestavia Hills Lighting Proposal
Edmonds Project No.: BHM18138

Dear Erin:

We are pleased to offer the following proposal for the design of the **Electrical** systems for the subject project:

FACILITY

The project consists of approximately 1300 feet of sidewalk pathway lighting every 50 linear feet (fixture to be compliant with ALDOT standards and specs and cannot be sole-sourced). Location is just west of US 31 near Merryvale Lane. No receptacles, cameras, or irrigation control are required on the poles. Sain will handle utility coordination. Any ALDOT forms/worksheets and ALDOT specific meetings are not included as it is not anticipated that they will be required. If such scope is required, assistance will be provided if time is 1-2 hours but any substantial amount over that not being anticipated or specified now would obviously need to be handled on an hourly basis.

PROJECT SCOPE / DESIGN SERVICES

1. Site survey to gather existing conditions and develop and assist with new fixture layout.
2. New electrical service, distribution panels, and circuiting for new light poles from Alabama Power service points. This assumes suitable power is located adjacent to the pathway or if not that any utility relocation, extensions, etc. will be provided/coordinated by others so that Edmonds will show connection to a nearby (within 200') pole, transformer, or other APCO power source.

3. Cost estimate for item 1 above.
4. Complete drawings and copy ready specifications suitable for competitive bids and construction. Drawings and documents furnished for each deliverable will be transmitted in electronic digital file format ready for reproduction (Adobe Acrobat .pdf).

PROJECT CONSTRUCTION PERIOD SERVICES

Construction period services shall not be included as requested, but can be performed as a separate proposal. As a result, Edmonds Engineering, Inc. and its employees have no involvement in the observation of the construction and installation of the engineered systems designed, thus neither Edmonds Engineering, Inc. nor its owners, engineers, or employees shall be held liable for any improperly operating or potentially unsafe or unsanitary conditions which may arise as a result of such installations.

SITE VISITS AND / OR MEETINGS

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

(1)

One for pre-construction survey

NOT INCLUDED

Our Proposal does not include the following:

1. Construction period services including submittal review or final observation.
2. Any printing or plotting other than for internal and coordination purposes.
3. Any out of town trips or site visits, except as noted above.
4. Any travel or per diem expenses for site visits.
5. Design for "Fast Track" construction.
6. Any other utilities other than the site lighting electrical service(s). Utility coordination is handled by Sain according to email of 6/27/2018.
7. Standby/generator backup design
8. Auxiliary, cameras, or other power/receptacle, irrigation, etc. design.
9. Advertising for bids.
10. As-built drawings.
11. Storm drainage.
12. Sewage lift station, or onsite sewage disposal.
13. Design for renovation of existing facilities other than those described above.
14. Design for future expansion
15. Seismic design for components

16. ALDOT specific meetings, forms/worksheets requiring more than 1-2 hours to complete or assist in completion

The above items not included in the scope of work can be billed as additional services if requested.

INFORMATION PROVIDED BY CLIENT

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

1. A site plan of the facility in AutoCAD DWG or Revit format.
2. Architectural plans or computer files as required to define the construction of the facility, including building sections, elevations, and details.
3. A site plan indicating locations and sizes of all above ground and below ground utilities.

FEE

Per your request, we offer a lump sum fee as follows:

Total MEP lump sum fee for = \$ 7,500.00

PAYMENT

To be made monthly based on percentage of the work completed up to 80% of the fee. The remaining 20% will be paid monthly over the construction time frame.

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

ADDITIONAL SERVICES

Edmonds Engineering, Inc. may also perform additional services not included above at the request of the Client. Additional services, which shall be billed on an hourly basis as set forth in the Hourly Fee schedule below, may include, but shall not be limited to:

1. Construction Administration Services
2. Design work not within the "Scope of Work".
3. Detailed cost estimates.
4. Additional work which is due to the "Information Provided by Client" being incomplete.
5. Additional site visitation.
6. Excessive revisions to drawings or specifications inconsistent with instructions previously given.

- 7. Consultations made necessary by major defects in Contractor's work.
- 8. Bi-weekly or monthly site visits during construction, depending on project size and complexity.

Hourly Fee	
Regional Manager	\$205 / hr.
Team Leader	\$195 / hr.
Group/Account Manager	\$180 / hr.
Project Manager 2	\$160 / hr.
Project Manager 1	\$155 / hr.
BIM Manager	\$130 / hr.
Project Engineer 2	\$115 / hr.
Project Engineer 1	\$110 / hr.
Project Designer 3	\$130 / hr.
Project Designer 2	\$105 / hr.
Project Designer 1	\$100 / hr.
Office Manager	\$80 / hr.

LIMITATION OF LIABILITY

Client agrees to limit Edmonds' liability to the sum of \$50,000 or Edmonds' fee, whichever is greater. The limitation shall apply regardless of the cause of action or legal theory pled or asserted and shall extend to Edmonds' officers, directors and employees.

By signing this Proposal, Client agrees to Edmonds' Terms and Conditions, which are attached to this Proposal and are part of this Proposal.

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

Sincerely,

Accepted by,

EDMONDS ENGINEERING, INC.

Sain Associates

Ronald F. Dingus, Jr.

Name

Signature, Title & Date

PROJECT MANAGER

Terms and Conditions

1. These terms and conditions are incorporated into the letter proposal between Edmonds Engineering, Inc. ("Edmonds") and the Client as if set forth fully therein.
2. In providing services under its Proposal, Edmonds shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession while acting under the same or similar circumstances at the same time and in the same locality. Edmonds makes no warranty, express or implied, as to its professional services provided under its Proposal.
3. Edmonds shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall Edmonds have any authority or responsibility to stop or direct the work of any contractor. However, Edmonds shall have the authority to reject work which does not conform to Edmonds' plans, drawings and/or specifications.
4. Any review by Edmonds of shop drawings or submittals shall be for general compliance with the contract documents and shall not relieve the contractor from compliance with the contract documents.
5. In performing its scope of work, Edmonds shall have the right to rely on the accuracy of documents provided by the Client or any contractor or other design professional hired by the Client.
6. Client is responsible for notifying Edmonds when site visits are to be made by Edmonds. Client shall provide Edmonds with reasonable notice of when Edmonds is to conduct its site visit(s).
7. In no event shall Edmonds or Client be liable to the other for special, indirect, incidental or consequential damages.
8. In the event of a dispute arising out of or relating to the Proposal or Edmonds' scope of work, Edmonds and the Client agree to attempt to resolve any such disputes as follows:
First: Edmonds and Client agree to attempt to resolve such disputes through direct negotiations between Edmonds and Client.
Second: If such negotiations do not fully resolve the dispute(s) between Edmonds and Client, Edmonds and Client agree to attempt to resolve any remaining dispute(s) by formal non-binding mediation. Edmonds and Client agree mediation is a condition precedent to litigation. Edmonds and Client agree to split the costs of mediation equally.
Third: Edmonds and Client agree the exclusive venue for any dispute arising out of or related to the Proposal or Edmonds' scope of work shall be in State Court in Jefferson County, Alabama-Birmingham Division.
9. Edmonds agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Edmonds' negligent performance of professional services under the Proposal or Edmonds' scope of work. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Edmonds, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Proposal, Edmonds' scope of work and the acts of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Edmonds shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
10. Edmonds shall carry the following insurance and limits of liability throughout its work for the Client under the Proposal:
Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate/
\$5,000,000 umbrella aggregate
Worker's Compensation Insurance- statutory
Automobile Liability Insurance - \$1,000,000 per accident
Professional Liability Insurance - \$2,000,000 per claim/\$2,000,000 aggregate
11. All documents prepared by Edmonds arising out of or relating to the Proposal or Edmonds' scope of work are instruments of service and shall remain the property of Edmonds. Such documents and instruments of service are not intended or represented to be suitable for reuse by Client or others on any other project.
12. Electronic files that are furnished by Edmonds are only for the convenience of Client. In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
13. This Proposal shall be subject to termination by Edmonds or Client, with or without cause upon twenty (20) days advance notice in writing. Edmonds shall not be required to provide its instruments of service to Client until Edmonds is paid for the appropriate percentage of its work completed under the Proposal.

RESOLUTION NUMBER 5085

A RESOLUTION ACCEPTING A BID FOR WALD PARK INITIAL SITE PACKAGE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, on August 22, 2018 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for Wald Park Initial Site Package for the City of Vestavia Hills; and

WHEREAS, a copy of the bid tabulation for said bids is marked as Exhibit A, attached to this Resolution Number 5085; and

WHEREAS, the City's consultant for the Community Spaces Project, Ken UpChurch, TCU Consulting Services LLC, submitted a letter to the City Manager reviewed the bids, detailed them in a letter dated August 22, 2018 recommending acceptance of the bid package submitted by Forestry Environmental a copy of which is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5085 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Consultant and accept said bid as detailed above.

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

1. The bid submitted by Forestry Environmental as detailed in Exhibit A is attached and recommended by the Director of Public Services is hereby accepted; and
2. The City Manager is hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said services; and
3. This Resolution Number 5085 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of September, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

BID TABULATION

WALD PARK INITIAL SITE PACKAGE - VESTAVIA HILLS

DATE: Wednesday, 22 AUGUST 2018				
TIME: 2:00pm CDT				
LOCATION: Vestavia City Hall - Executive Conference Room				
		Forestry Environmental	TE Stevens Construction	Tortorigi Construction
Envelope Sealed		X	X	X
License No. on Envelope		21921	16607	11804
Addenda 1 through 6 Acknowledged		X	X	X
Unit Price Allowances		X	X	X
Bid Bond		X	X	X
Surety		Travelers Casualty and Surety	Mid-Continent Casualty	NGM Insurance
Power of Attorney for Surety		X	X	X
License No. on Bid Form		X	X	X
Bid Signed		X	X	X
BID ITEM 1 - Base Bid		\$ 1,730,000.00	\$ 2,133,940.00	\$ 2,331,194.00
BID ITEM 2 - Base Bid		\$ 1,790,000.00	\$ 1,747,889.00	\$ 1,402,250.00
BASE BID TOTAL		\$ 3,520,000	\$ 3,881,829	\$ 3,733,444
ALTERNATE #1		\$ 35,787.00	\$ 261,500.00	\$ 115,436.00
ALTERNATE #2		\$ 50,000.00	\$ -	\$ 1.00
Envelope Notations		NA	NA	NA
TOTAL BASE BID W/ ALTERNATES (INCLUDING ALL ENVELOPE NOTES)		\$ 3,605,787	\$ 4,143,329	\$ 3,848,881
UNIT PRICE #1	CY	\$ 38.00	\$ 30.00	\$ 30.00
	1,000 CY	\$ 38,000.00	\$ 30,000.00	\$ 30,000.00
UNIT PRICE #2	SY	\$ 8.00	\$ 9.00	\$ 10.00
	20 SY	\$ 160.00	\$ 180.00	\$ 200.00
UNIT PRICE #3	TON	\$ 32.00	\$ 35.00	\$ 40.00
	100 TONS	\$ 3,200.00	\$ 3,500.00	\$ 4,000.00

I certify that this is a true and accurate tabulation of the bids received on the captioned project.



 Signature

D. Matthew Foley
 Williams Blackstock Architects
 Printed Name



 Notary Public

AMANDA FOWLER
 NOTARY PUBLIC
 STATE OF ALABAMA



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

August 22, 2018

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

Re: Wald Park Project

Dear Mr. Downes:

Attached is the letter of recommendation on the Wald Park Initial Site Package for the City of Vestavia Hills from Williams Blackstock Architects. We have reviewed the bid and concur with the architect. It is our recommendation that the City of Vestavia Hills proceed with contract award to Forestry Environmental for the Base Bid.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Ken Upchurch, III'.

W. Ken Upchurch, III
Principal

WBA 18-035.00

Wald Park Initial Site Package
Vestavia Hills

SECTION 00 2118

BID PROPOSAL FORM
BASE BID

THE CITY OF VESTAVIA HILLS
1032 Montgomery Highway
Vestavia Hills, AL 35216

BID PROPOSAL FOR:
WALD PARK INITIAL SITE PACKAGE
THE CITY OF VESTAVIA HILLS

The Undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work, and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the Drawings and Specifications, including all Addenda, for the work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the work to be performed.

The Bidder certifies by submitting this bid that they are in full compliance with State of Alabama Act No. 2006-557, that they are not barred from bidding or entering into a contract pursuant to Section 41-4-116, Code of Alabama 1975, and that they acknowledge that the Awarding Authority may declare the bid and/or contract void if the certification is false.

In compliance with your Advertisement for Bids dated and subject to all the conditions thereof, the undersigned Forestry Environmental Services, Inc

Alabama General Contractor's License # 21921 Classification HS, MV

A corporation organized and existing under the Laws of the State of Alabama

Having its principal offices in the City of Vestavia Hills

Is: a Corporation, a Partnership, an Individual trading as _____

Hereby proposed to furnish all labor and materials and perform all work required for the construction of Wald Park Initial Site Package

in accordance with Drawings and Specifications.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 6.

BASE BID: For **BID ITEM #1** construction complete as shown and specified, the sum of
one million seven hundred thirty thousand and ⁰⁰/₁₀₀ Dollars
(\$ 1,730,000.00).

BASE BID: For **BID ITEM #2** construction complete as shown and specified, the sum of
one million seven hundred ninety thousand and ⁰⁰/₁₀₀ Dollars
(\$ 1,790,000.00).

TOTAL BASE BID: For **ALL BASE BID WORK** (both Bid Item #1 and #2) construction complete as shown and specified, the sum of
three million five hundred twenty thousand and ⁰⁰/₁₀₀ Dollars
(\$ 3,520,000.00).

UNIT PRICES: (See Section 01 2200 for full description) The items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be able to be determined prior to bidding. The Contractor, shall therefore, include in the Lump Sum Base Bid, an allowance for the items in ATTACHMENT A in the quantities indicated. In addition to the allowance quantities noted to be included in the base bid, the Contractor is to provide a unit price for the respective items in the event that the allowance quantity does or does not provide the amount of work required so that additional work can be authorized by the Owner, or the value of the unused allowance can be reconciled from the Contract.

Allowance Unit Prices include all charges for labor, materials and equipment, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for accomplishment of the Allowance item(s).

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)
Bid Bond, executed by Travelers Casualty and Surety Company of Alabama as Surety,
a cashier's check on the _____ Bank of _____
for the sum of _____ Dollars
(\$ _____) made payable to the Awarding Authority.

BASE BID: For BID ITEM #1 construction complete as shown and specified, the sum of

Dollars _____

BASE BID: For BID ITEM #2 construction complete as shown and specified, the sum of

Dollars _____

TOTAL BASE BID: For ALL BASE BID WORK (both Bid Item #1 and #2) construction complete as shown and

Dollars _____

UNIT PRICES: (See Section 01 2300 for full description) The items of work are anticipated during construction of this contract. However, the exact quantity of each work item may not be able to be determined prior to bidding. The Contractor shall therefore include in the unit price an allowance for the items in **ATTACHMENT A** in the quantities indicated. In addition to the allowance quantities noted to be included in the base bid, the Contractor is to provide a unit price for the respective items in the event that the allowance quantity does not provide the amount of work required so that additional work can be authorized by the Owner, or the value of the unused allowance can be reduced from the Contract.

Allowance Unit Prices include all charges for labor, materials and equipment, supervision (field and home office), general expenses, taxes, insurance, overhead and profit for accomplishment of the Allowance Item(s).

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days of such other period stated in the Bid Document, after the contract forms have been presented for signature, provided such presentation is made within 90 calendar days after the opening of bids, or such other period stated in the Bid Document. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as stipulated damages for failure to so comply.

Attached hereto is a (Mark the appropriate box and provide the applicable information.)
Bid Bond, executed by _____

cashier's check on the _____ Bank of _____

for the sum of _____ Dollars

to be payable to the Awarding Authority _____

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: 21921 License Number U Bid Limit HS, MW Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder Forestry Environmental Services, Inc

Mailing Address P.O. Box 380165 BIRMINGHAM, AL 35238

* By (Legal Signature) [Signature]

* Name (type or print) Mark Lawrence (Seal)

* Title President

Telephone Number 205-298-6799



* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

END OF BID FORM

18-035.00

Wald Park Initial Site Package
Vestavia Hills, AL

SECTION 00 2118.1

BID FORM – ATTACHMENT A

UNIT PRICES:

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Lump Sum Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated:

Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases (additive change orders) or decreases (deductive change orders) in the above quantities included in the Lump Sum Base and/or Alternate Bids. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

SCHEDULE of UNIT PRICES: See Sections 01 2200 – UNIT PRICES.
Follow all instructions and include all Base Bid, Unit Prices, Add Alternate Unit Prices and associated documentation as part of the Bid Form.

Item	Allowance Unit	Allowance Quantity	Allowance Unit Price	Total
1. Unsuitable Soil and Replacing with Compacted Structural Fill	CY	1,000 CY	\$ 38.00	\$ 38,000.00
2. Installation of Stabilization Fabric	SY	20 SY	\$ 8.00	\$ 160.00
3. Replacement with Crushed Stone	TON	100 TONS	\$ 32.00	\$ 3200.00
TOTAL				\$ 41,360.00

ALTERNATES:

1.04 SCHEDULE OF ALTERNATES: See Section 01 2300 – ALTERNATES and Drawing Sheet C3.5a.

ALTERNATE #1 \$ 35,787.00

ALTERNATE #2 \$ 50,000.00

END OF ATTACHMENT A.

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 21921
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

FORESTRY ENVIRONMENTAL SERVICES INC

BIRMINGHAM, AL 35238

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

EV-S: STREAM RESTORATION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **September 30, 2018** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

136787

Mark H. O'Quinn

1st day **September, 2017**
SECRETARY-TREASURER

Alley Whaley

CHAIRMAN

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Forestry Environmental Services, Inc.
P.O. Box 380185
Birmingham, AL 35238

OWNER:

(Name, legal status and address)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

Mailing Address for Notices

One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid Not To Exceed Ten Thousand Dollars (5% not to exceed \$10,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Wald Park Initial Site Package - Vestavia Hills, Alabama

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of August, 2018.

(Witness)

Forestry Environmental Services, Inc.

(Principal)

(Seal)

By:
(Title) President

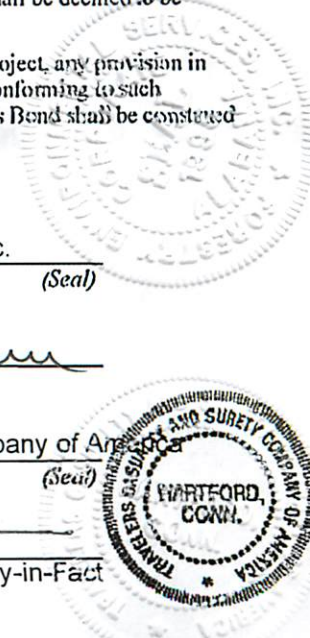
(Witness) Jennifer Barranco

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:
(Title) Jeffrey W. Cutshall, Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Forestry Environmental Services, Inc.

OR

Project Description: Wald Park Initial Site Package - Vestavia Hills, Alabama Oblgee: City of Vestavia Hills

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeffrey W. Cutshall of the City of Birmingham, State of AL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

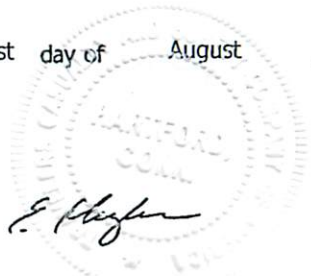
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 2018



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



P.O. Box 380185
Birmingham, AL 35238
(205)298-6799
(205)876-8006 FAX

VESTAVIA HILLS WALD PARK PROJECT

SUBCONTRACTOR LIST

Drilling and Blasting: Drilling Contract Services, Inc.

Shotcrete Wall: Geostabilization International

Concrete: Woodham Concrete

Fence: Straitline Fence, LLC

Guardrail: Alabama Guardrail