

**Vestavia Hills
City Council Agenda
December 12, 2016
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Jim St. John, Vestavia Hills Fire Chief
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director/City Treasurer
9. Approval of Minutes – November 28, 2016 (Regular Meeting)

Old Business

10. Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver An Agreement With LED Solutions For Whiteway Lighting In The Right-Of-Way Of Highway 31

New Business

11. Resolution Number 4907 - A Resolution Approving An 020 – Restaurant Retail Liquor License For Taco Tech Corp D/B/A Taco Tech; I Kadek Sudarsana, Executive
12. Resolution Number 4908 - A Resolution Appointing A Member To The Vestavia Hills Library Board
13. Resolution Number 4909 – A Resolution Appointing A Member To The Vestavia Hills Parks And Recreation Board

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

14. Ordinance Number 2373-B – An Ordinance Granting A Conditional Use Approval For Automotive Sales, Automotive Services- Major And Minor, Including Mechanical And Collision Repair For 1476 Montgomery Highway For An Additional 18-Month Period; Anthony F. And Margaret Serra, Owners, Alton Parker, Representing

15. Ordinance Number 2688 – Rezoning – 3253 And 3257 Cahaba Heights Road And 3240 Pipe Line Road; Rezone From Vestavia Hills R-4 (Residential District) To Vestavia Hills B-2 (Business District); Helen And John Mills, Owners
16. Ordinance Number 2689 – Rezoning – 3118 Pinetree Drive; Lots 38 & 39, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills O-1 (Office District); June Pryor, Owner
17. Ordinance Number 2690 – Rezoning – 2053 Columbiana Road; Lot 1, Resurvey Of Lot 9, Resurvey Of Shady Rock; Rezone From Vestavia Hills O-1 (Office District) To Vestavia Hills INST (Institutional District); Shades Mountain Baptist Church, Owner
18. Citizens Comments
19. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

NOVEMBER 28, 2016

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. The Mayor 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
Paul Head
George Pierce

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Taneisha Tucker, Library Director
Dan Rary, Police Chief
Kevin York, Police Captain
Jim St. John, Fire Chief
Terry Ray, Deputy Fire Chief
Marvin Green, Deputy Fire Chief
Christopher Brady, City Engineer
Melvin Turner, Finance Director
George Sawaya, Asst. City Treasurer
Conrad Garrison, City Planner

Invocation was given by Pastor Kipp McClurg, Associate Pastor of Spiritual Formation at Vestavia Hills United Methodist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Judge John Lowther issued the Investiture Oath of Office to new Municipal Judge James Sturdivant.
- The Mayor reminded everyone that the Water Emergency Declaration goes into effect tonight. He indicated that rain is expected tonight, but there's more needed

- to replenish the water supply and asked everyone to become familiar with the restrictions and abide by the Ordinance.
- The Mayor stated that the Council has received applications for upcoming vacancies on the Park and Recreation Board as well as the Library Board. Interviews will be held the 2nd and 5th of December beginning at 8:30 AM. A total of 18 applications were received.

CITY MANAGER'S REPORT

- Mr. Downes stated that the Town Hall meetings, hosted by the Community Spaces Committee, have begun. He indicated that there have been 114 online responses from individuals who attended and/or reviewed the information on the Vestavia Listens website. The last meeting is scheduled for noon, December 6, here at City Hall. He stated that they are happy with these responses, but hope for more to be submitted.
- The City's contractor has notified the City of their intent to begin paving on December 6 near the Blue Lake area, weather permitting. Paving will continue throughout Cahaba Heights through December 22 and the remainder will resume in January. Notifications will be posted on the City's website.
- Mr. Downes stated that there has been an ongoing County-led project to improve the intersection of Crosshaven Drive and Green Valley Road. The County is in the ROW acquisition and utility location phase of the project. The City was recently notified of funding opportunities for feasibility and engineering studies for this region and a particular APPLE grant, which allows preliminary engineering to begin, will study funding needed to improved roadways. The City was notified that there was a good chance to receive an 80/20 split with a max share of \$60,000 for the project.
- Mr. Downes stated that he was requested to explain issues involved in closing existing roadways. He stated that the process is explained on the City's website. It involves legal issues, utility relocations, EMS response, real estate acquisition and infrastructure to allow turnarounds.

COUNCILORS' REPORTS

- Mr. Pierce announced that Holiday in the Hills kicks off tomorrow night. Breakfast with Santa will be held December 10 and the Christmas Parade on December 11. He asked everyone to shop Vestavia Hills for Christmas shopping.
- Mrs. Cook stated that she and Mr. Weaver met with Dr. Phillips and Board of Education President Mark Hogewood to discuss school facilities, etc. She indicated the Council has established good communications between the City and the Board and will continue to keep those lines of communication open. The next Board of Education meeting is the work session at 4:30 on December 14, with the meeting at 6 PM.
- Mrs. Cook stated that they recently closed the latest priorities survey on Vestavia Listens with 122 responses. She indicated the responses provided some great

feedback and stated that she hopes, as more individuals become familiar with the portal, the Council will receive a good feedback from the public.

- Mr. Head reiterated the December 6 Community Spaces presentation and encouraged everyone to attend. He acknowledged Steve Ammons and Anne Smyth, who were both in attendance at the meeting, and indicated how much time they have put into this project.
- Mr. Weaver stated that he and Mr. Head had an opportunity to meet with coaches at the High School to discuss the Community Spaces proposal and indicated the coaches appreciated the thought and work put into the project. He added that the coaches get a good bit of insight from athletes because this project would affect them.

APPROVAL OF MINUTES

The minutes of the following meetings were presented for approval: November 14, 2016 (Regular Meeting).

MOTION Motion to dispense with the reading of the minutes of November 14, 2016 (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 2686

Ordinance Number 2686 – Rezoning – 3200 Ridgely Drive, 4104, 4105, 4109, 4117 and 4101 Crosshaven Drive; Lots 1-6, Holiday’s 1st Addition to Cahaba Heights; James T. Pursell, III, Philip Michael, Faye Bragg, Sharon Snyder, Joseph and Jacques Abou-Jaoude and Doug Allen, Owners

Ms. Leavings briefly explained the request for a B-1.2 development along Crosshaven Drive. She stated that this was presented to the Planning and Zoning Commission with a unanimous favorable recommendation subject to three conditions written into the Ordinance.

Mr. Boone gave a background of Alabama law on zoning changes, the rules to be followed when considering a zoning case, etc.

MOTION Motion to approve Ordinance Number 2686 was by Mr. Head and second was by Mrs. Cook.

Jamie Pursell, 3100 Starview Circle, stated that he operates three garden centers in the Birmingham area. He gave an overview of the request for a garden center development with a morning coffee shop and a restaurant. He indicated that these properties were within the City's master plan to be viewed as a possible village center. He indicated that he investigated the development with City Officials and then went around to the adjacent neighborhoods seeking support for the project and assembling the properties. Mr. Pursell stated that he met and worked with adjacent neighbors to make the development more attractive to adjacent neighborhoods, including moving the dumpsters to the Crosshaven side of the property away from any homes, etc. Becky Satterfield, owner of the Satterfield's Restaurant nearby, will also be the owner of the proposed restaurant on this property.

The following individuals spoke in support of the development request:

1. Deloye Burrell, 3273 Farringtonwood Drive;
2. Abby Brady, 3987 Nachez Drive;
3. Robert Debuys, 3467 Mossbrook Lane;
4. Bob Elliott, 4028 Crosshaven Drive;
5. Lane Brown, 3145 Dolly Ridge Drive.

Scott Skipper, Skipper Consultant, stated that they were contacted by Mr. Pursell and stated that this type of development doesn't generally require a traffic study. He detailed the factors that were used to determine the traffic scoring, the level of development, which had a garden center as an anchor, a restaurant and a coffee shop. Analysis of all factors and determination of traffic for the level of service determined there were no factors to show the addition of these businesses would affect the current traffic flow of the area. He indicated they believe most vehicles that leave the property will go to Crosshaven except residents who live in the residential areas already located behind these properties. There were no additional turning lanes that should be required for this development other than the proposed changes that are currently being worked upon by the County which would, in turn, benefit this development.

Discussion ensued as the number of estimated trips is 90 in the morning in the normal morning peak, 40 in and 37 out in the afternoon; level "C" or better grading on the intersections and traffic flow, etc.

Mark Gonzalez, Gonzalez-Strength & Associates, explained the engineering of the proposed development. He stated that the plan presented to the City reserved property for the later expected expansion of Crosshaven Drive and no variances are being requested in this zoning request.

Tony Renta, 2016 Dolly Brook Lane, stated that he is the landscape architect for the site. He indicated they relocated the dumpsters to the property line closest to

Crosshaven and put in additional buffering--more than required by Ordinance. All lighting will be low and shining on the property and not on adjacent properties.

The following individuals spoke in opposition to the request:

1. Chris Brown, 3256 Ridgely Drive;
2. Jesse Evans, attorney for a client who resides at 3221 Ridgeley Drive;
3. Mieke Hemstreet, 3201 Page Lane;
4. Sara Crane, 4237 Millhaven Drive;
5. Deanna Williams, 3340 Ridgely Circle;
6. Lynn Wilmoth, 3212 Paige Lane;
7. Christine Dermott, 3208 Ridgely Drive;
8. Barbara Wallace, 3208 Ridgely Court.

Issues discussed include traffic on various residential roads, traffic cutting through residential areas, development within Vestavia Hills and the locations of proposed developments, noise from the proposed restaurant, hours of operation and service of alcohol, odors and pickup of the dumpsters, delivery trucks (18-wheelers) and how those deliveries will be made, availability of other properties in Cahaba Heights zoned already for commercial, outdoor activities at all hours of the day/night, traffic generated late-night areas because of the restaurant component of this development.

Mayor Curry closed the public hearing and opened the floor for discussion from the Council.

Discussion ensued concerning traffic, both existing and proposed, to be generated during the peak hour conditions, deliveries by 18-wheeler traffic which are received only occasionally could be accommodated by the radiuses presented in the plan, hours of operation for the restaurant are proposed for 4 PM to 10 PM as stated by Becky Satterfield. The general manager for the restaurant explained the patronage of the restaurant and how it empties earlier in the evening. Mr. Pursell stated that they begin deliveries for his establishment at 9 AM and deliveries last until about 1 PM and on the weekends they tend to close at 5 or 6 PM. The coffee shop should be open early in the morning. He indicated that the parking would work well because the peak of each business is at a different time.

Mr. Weaver asked about the retention pond and where the water is captured and distributed. Mr. Gonzalez explained. Discussion ensued concerning proposed buffers, consistency of size and protection offered for the residential side which is in excess of 20' in many areas in lieu of the required 15'. Mr. Pursell stated he has some outdoor seating which would allow some visualization of their retail space. This would include outdoor dining at the restaurant; but there are no outdoor parties, only dining.

Mr. Pierce asked about the number or proposed parking spaces. Mr. Brady stated that the parking is based upon the usage and square footage of the proposed structures. Discussion ensued concerning ingress and egress off side streets instead of Crosshaven

Drive. Mr. Brady explained access management practices to reduce roadway access to heavily travelled roads so the accesses were put on the side streets. Chief Rary stated that a traffic study would have to be done in the area to determine if the requirement to prevent a left turn on Crosshaven is recommended in this area.

Mr. Pursell stated that the blind hill was created from a large tree and green bushes planted for privacy and this site will level out the grade so that some of the visibility issues will be diminished. He stated that this development will close six driveways along Crosshaven Drive and all access will be on the safer side streets. Entrance from Valley Park would be encouraged and exit on Ridgely to prevent vehicles from cutting through to the residential neighborhoods.

Mr. Brady explained the proposed infrastructure that would be required for the development. He explained that there is a pre-existing condition of a lot of traffic, coming both from the Summit and other developments, that already drive this corridor. Crosshaven Drive should eventually be enlarged to three lanes. Jefferson County has control of this project and the City is waiting for that intersection to be improved before other improvements are made. This particular development does not generate enough traffic to warrant additional turn lanes.

Mrs. Cook asked if the design of this development is consistent with the future widening plans of Crosshaven. Mr. Brady stated that these are in compliance and the sidewalks that are planned would allow for the future expansion as is the grading of the property because they are within the property and not in the ROW.

Barbara Wallace, 3208 Ridgely Court, asked if this will be a restaurant to replace Satterfield's or a new restaurant. Mrs. Satterfield stated that this is a new restaurant.

Mr. Brady explained "through-road agreements" that previously existed before Jefferson County declared bankruptcy. He stated that now there are discussions for new agreements and he anticipates that Jefferson County might eventually take over maintenance once again.

Lynn Wilmoth, 3212 Paige Lane, asked about outdoor entertainment. Ms. Satterfield stated that they do not intend to have any entertainment outdoors. There are 12 proposed seats located outside with no music piped outside. She stated that the number of hours of operation in this development is overkill.

Deanna Williams, 3340 Ridgely Circle, stated that there are better locations in Cahaba Heights for this development.

The Mayor closed the public hearing.

Mrs. Cook stated that she would like to suggest that no outdoor music be allowed on the property. Mr. Pursell agreed to the condition and Mr. Boone suggested that the issue be placed into a private restrictive covenant.

MOTION Motion to condition zoning approval upon the filing of a private restrictive covenant in the Office of the Judge of Probate to prohibit any outdoor music on the property and that a copy of said recorded covenant to be attached to the proposed Ordinance Number 2686 before the Ordinance is posted was by Mrs. Cook. Second was by Mr. Pierce. Roll call vote as follows:

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

There being no one to address the Council concerning this request, 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.

Meeting recessed for a break at 8:21 PM. At 8:30, Mayor Curry called the meeting back to order.

NEW BUSINESS

RESOLUTION NUMBER 4897

Resolution Number 4897 - A Resolution Changing The Date Of The December 26, 2016 Council Meeting To December 28, 2016

MOTION Motion to approve Resolution Number 4897 was by Mrs. Cook and second was by Mr. Pierce.

Mr. Downes stated that this Resolution changes the regular meeting of the City Council from December 26 to December 28 in observance of Christmas since City offices are closed on the 26th.

The Mayor called for the question.

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

RESOLUTION NUMBER 4898

Resolution Number 4898 – A Resolution Changing Signers For Accounts On Deposit At National Bank Of Commerce

The Mayor stated that this changes the signers on all City bank accounts.

The Mayor asked Mr. Boone if all of these Resolutions could be voted upon in a single motion. Mr. Boone stated that he didn't see any problems with that.

The Mayor asked if the Council had any questions or discussions. There being none, he opened the floor for a motion.

MOTION Motion to approve Resolution Number 4898 - 4904 was by Mr. Weaver and second was by Mr. Head.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 4899

Resolution Number 4899 - A Resolution Changing Signers For Accounts On Deposit At Pinnacle Bank

See above.

RESOLUTION NUMBER 4900

Resolution Number 4900 – A Resolution To Change Signers For A Court Cash Bond Account On Deposit At Regions Bank

See above.

RESOLUTION NUMBER 4901

Resolution Number 4901 – A Resolution To Change Signers For Accounts On Deposit At Regions Bank

See above.

RESOLUTION NUMBER 4902

Resolution Number 4902 – A Resolution Changing Signers For Accounts On Deposit With SouthPoint Bank

See above.

RESOLUTION NUMBER 4903

Resolution Number 4903 – A Resolution Changing Signers For Accounts On Deposit With Wells Fargo Bank

See above.

RESOLUTION NUMBER 4904

Resolution Number 4904 – A Resolution Changing Signers For Accounts On Deposit With Bank Of New York Mellon

See above.

RESOLUTION NUMBER 4905

Resolution Number 4905 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Turner Food Systems LLC For Concessions To Patrons At City Recreational Facilities

Mr. Downes stated that the last concessions agreement has expired. At the conclusion of the agreement, new RFP's were distributed and recommendation was made to deliver an agreement with Turner Food Systems.

Anne Smyth, 1230 South Cove Lane and President of the Park and Recreation Board, stated that the changes to the agreement were explained within the materials of the Resolution along with other recommended changes by the Park and Recreation Board. She stated that it is difficult to keep concession stands going at seven locations and they recommend Turner Food Systems.

Discussion ensued as to satisfaction with concessions in the City. Ms. Smyth explained and introduced Trenton Turner, owner of Turner Food Systems.

Mrs. Cook asked about a fine if no one shows up for an event. Ms. Smyth stated that that is included in the contract. She asked if the procedure for contacting Parks and Recreation employees if concessions are not open as required would be posted at all concessions locations. Discussion ensued about reducing collections from 15% to 10% and that there are now 2 contacts.

Mr. Pierce asked Mr. Turner what the City can do to make selling of concessions better. Mr. Turner stated that the City has more recreational sports and higher revenues are derived from tournaments brought in from other areas.

Mr. Boone stated that he reviewed the contract and it meets the requirements of Alabama law.

MOTION Motion to approve Resolution Number 4905 was by Mr. Weaver and second was by Mrs. Cook.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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 December 12, 2016 at 6:00 PM.

- Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver An Agreement With LED Solutions For Whiteway Lighting In The Right-Of-Way Of Highway 31

CITIZEN COMMENTS

Robert Debuys, 3467 Mossbrook Lane, read a statement of the progress of Cahaba Heights. (see attached)

At 8:40 PM, Mrs. Cook made a motion to adjourn; seconded by Mr. Weaver. Meeting adjourned at 8:41 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Robert de Buys
3467 Moss Brook Lane
Vestavia Hills, AL 35243

11-28-2016

Cahaba Heights has an infrastructure problem. It preexisted annexation and persists to this day. When the Cahaba Heights Master plan was crafted first in 2008 we described the goal of a walkable community. In 2015 we refined that goal and defined a radius of how far one might get in 5 or 10 minutes. The clearly stated goal of "a more pedestrian-friendly, walk-able "village" in the Cahaba Heights Commercial Core..." is there for all of us to salivate over.

But, since 2008 the only city funded sidewalk was built to replace the one torn up to make room for a new road that few of the residents wanted.

We've seen tremendous interest from parties interested in developing available or underutilized property in Cahaba Heights. Since 2008 we've seen drugstores, restaurants, retail and office built here. I believe that I speak for the vast majority of the residents when I say we welcome it. We love seeing businesses choose to invest in our community. It's exciting. The possibilities are nearly endless.

I've learned from Vestavia Hills city administration that when a business builds or renovates a sidewalk is a required part of the process. But, rather than have a somewhat ridiculous set of disconnected concrete paths Vestavia Hills will allow the developer to pay into a sidewalk fund. That is sound plan, aesthetically and logistically.

On just one section of Crosshaven, between Green Valley and Greendale an estimated 900 linear feet of sidewalk funds have been set aside. That section of road is less than 1400 feet long.

We, the residents of Cahaba Heights have been condescendingly lectured to and our needs dismissed saying, "We need revenue from new development to pay for infrastructure projects like sidewalks." Over the last year the majority of development has been in Cahaba Heights. We expect the trend to continue and we welcome it but it's time for the City of Vestavia Hills to step up and make good on its promises.

I'm optimistic that our new city council will recognize not just the need but also the economic opportunities that fixing infrastructure and traffic engineering problems in Cahaba Heights presents.

As the saying goes, "an ounce of prevention is worth a pound of cure". We can't continue to sacrifice quality of life of our residents while we ignore solvable problems.

RESOLUTION NUMBER 4906

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROPRIATE FUNDING AND TO EXECUTE AND DELIVER AN AGREEMENT WITH LED SOLUTIONS FOR WHITEWAY LIGHTING IN THE RIGHT-OF-WAY OF HIGHWAY 31

WHEREAS, the Vestavia Hills Public Services Department researched options to upgrade the lights on the right-of-way of Highway 31; and

WHEREAS, the Public Services Director, in a memorandum to the City Manager, indicated said need along with a listing of the expected expenditures, a copy of which is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4906 as if written fully therein; and

WHEREAS, the City Manager has reviewed said request and recommended approval; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to approve the request as presented.

BE IT RESOLVED 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 expend an amount not to exceed \$185,000.00 as detailed in the attached “Exhibit A”; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with LED Solutions to upgrade the lights on the right-of-way of Highway 31; and
3. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4906 as if written fully therein; and
4. This Resolution Number 4906 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216**

INTEROFFICE MEMO

Date: November 21, 2016

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Whiteway Lighting

As you are well aware, we have been researching options to upgrade the lights on the right of way of Highway 31. There are 120 lights that would be upgraded from 400 watt metal halide to LED. There are also additional wiring that needs to be replaced and upgraded to correct some ongoing maintenance issues.

A request for proposals was sent out September 19, to be received on October 11. A pre-proposal meeting was held on September 28, and five companies attended the meeting. Four of the five companies submitted proposals (2 of them were no-bid). LED Solutions and Innovis Lighting submitted actual numbers with their proposals.

Christopher Brady and I met with both companies and discussed all aspects of their proposals to make sure we were comparing the same things, as well as meeting all the regulations of ALDOT and Alabama Power. Both companies did meet everything that we are looking for in the upgrade.

LED Solutions proposal was about \$20k less than Innovis Lighting. I asked LED Solutions to submit a sample contract that would meet the requirements for a Guaranteed Energy Savings Contract. They have submitted the attached as a sample starting point.

We are still waiting for ALDOT to ensure the type of LED light proposed meets their standards. We would like to place this for a first and second reading of the City Council at the earliest possible time.

Standard Form of Agreement Between Contractor and Subcontractor

Agreement made as of the ____ day of _____ in the year

BETWEEN the Contractor:
(Name, legal status, address, and other information)

And the Subcontractor:
(Name, legal status, address, and other information)

For the following Project:
(Name, location, and detailed description)

TABLE OF ARTICLES

1. THE SUBCONTRACT DOCUMENTS
2. MUTUAL RIGHTS AND RESPONSIBILITIES
3. CONTRACTOR
4. SUBCONTRACTOR
5. CHANGES IN THE WORK
6. MEDIATION AND BINDING DISPUTE RESOLUTION
7. TERMINATION, SUSPENSION, OR ASSIGNMENT OF THE SUBCONTRACT
8. THE WORK OF THIS SUBCONTRACT
9. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10. SUBCONTRACT SUM
11. PROGRESS PAYMENTS
12. FINAL PAYMENT
13. INSURANCE AND BONDS
14. TEMPORARY FACILITIES AND WORKING CONDITIONS
15. MISCELLANEOUS PROVISIONS
16. ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

§ 3.3 CLAIMS BY THE CONTRACTOR

(Paragraph deleted)

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

Int.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The

Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within ten days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

NOTE: The Prevailing Party in any action to interpret or enforce this Agreement shall be entitled to an award of attorney fees and costs as determined by the Court

(Paragraphs deleted)

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the

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User Note:

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

SPECIFICATION SECTIONS:

Provide and install 120 New LED Light fixtures to City owned poles. Remove and replace all faulty wiring and have all lights in working order

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(To Be Determined)

Commencement shall begin after Owner has issued "Limited Notice to Proceed" and Design/Builder has obtained from Local Jurisdictions necessary Site Work Permits/Land Disturbance Permit

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens, and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than Twelve (12) Months after the Owner has issued the "Limited Notice to Proceed".

(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work

Substantial Completion Date

subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. (Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

NONE

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of \$184,391.20 (One Hundred Eighty four Three hundred ninety one and 20 cents), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

NONE

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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NONE

§ 10.4 Allowances included in the Subcontract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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NONE

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. (NOTE: Request for Final Payment Must Include Unconditional Lien Releases From Subcontractor, Each Sub-Tier Subcontractor That Performed Work On This Project, and Material Suppliers That Supplied Materials For This Project).

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$200,000)
Performance Bond	

§ 13.2 Coverages, written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:

(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
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§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)
--	-----------------------

§ 14.2 Specific working conditions:

(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof: at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Zero Percent (0) %

§ 15.3 Retainage and any reduction thereto are as follows:

Retainage Shall Be Calculated At A Rate of Ten Percent {10%}. Retention May Be Released With Final Payment to Subcontractor. Subcontractor May Request Release/Payment of Final Retention Prior To Completion Of This Project. Final Retention Release/Payment Will Require Design/Builder's and Owner/Architects Acceptance and Approval of Subcontractor's Scope Of Work Of This Agreement.

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Design-Builder dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

This Agreement entered into as of the day and year first written above.

CONTRACTOR *(Signature)*

SUBCONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

WARRANTY

TO:

WARRANTY #

LED Solution guarantees from the date of purchase for 10 years any and all products from failure do to workmanship and installation.

Congratulations LED Solution is proud to offer the strongest product and labor warranty in the industry. Supported by the original manufacture's materials and workmanship warranty and combined with LED Solution labor warranty your product will be covered for TEN years.

Does not cover failure or damage due to accident, misuse, vandalism, force majeure and any damage not covering products, workmanship or installation.

LED Solution LLC.
3184 Cahaba Heights Road
Vestavia, AL 35243-5217
334-799-6495

LED Solution representative.

XSP High Output Series

XSP2™ High Output LED Street/Area Luminaire – Double Module

Product Description

Designed from the ground up as a totally optimized LED street and area lighting system, the XSP High Output Series delivers incredible efficiency without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree achieves greater optical control with our NanoOptic® Precision Delivery Grid™ optic when compared to traditional cobra head luminaires. The XSP High Output Series is the better alternative for traditional street and area lighting with quick payback and improved performance.

Applications: Roadway, parking lots, walkways and general area spaces



Performance Summary

NanoOptic® Precision Delivery Grid™ optic

Made in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 18,523

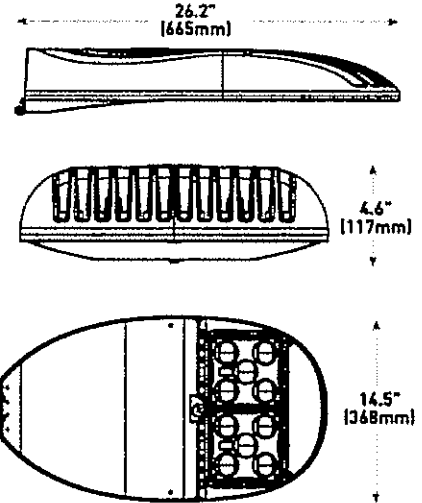
Efficacy: Up to 116 LPW

CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K), 4000K (+/- 300K); 5700K (+/- 500K)

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

* See <http://lighting.cree.com/warranty> for warranty terms



Accessories

Field-Installed	
Backlight Control Shield XA-SP2BLS - Provides 1/2 mounting height cutoff	Bird Spikes XA-SP2BRD5PK

Weight
26 lbs. (11kg)

Ordering Information

Example: BXSP2-H0-HT-2ME-165W-40K-UL-SV

Product	Mounting	Optic	Input Power**	CCT	Voltage	Color Options	Controls
BXSP2-H0	HT	2ME* Type II Medium 2LB* Type II Long 3ME* Type III Medium 4ME* Type IV Medium	165W	30K 3000K 40K 4000K 57K 5700K	UL Universal 120-277V LN Universal 347-480V	BK Black BZ Bronze SV Silver	N-09 Unity Label and NEMA® Photocell Receptacle - External wattage label per ANSI C136.15 - 7-pin receptacle per ANSI C136.41 - Factory connected 0-10V dim leads - Photocell and shorting cap by others - Refer to Field Adjustable Output spec sheet for details O9 Field Adjustable Output - Refer to Field Adjustable Output spec sheet for details R NEMA® Photocell Receptacle - 7-pin receptacle per ANSI C136.41 - Factory connected 0-10V dim leads - Photocell and shorting cap by others

* Available with Backlight Shield when ordered with field-installed accessory (see table above)

** Refer to Electrical Data table for system watts

NOTE: Price adder may apply depending on configuration

Rev. Date: V4 08/23/2016



US: lighting.cree.com/lighting T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada



T (800) 473-1234 F (800) 890-7507

XSP2™ High Output LED Street/Area Luminaire – Double Module

Product Specifications

CONSTRUCTION & MATERIALS

- Die cast aluminum housing
- Tool-less entry
- Mounts on 1.25" (32mm) IP, 1.66" (42mm) O.D. or 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon (minimum 8" [203mm] in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)
- Luminaire secures with two mounting bolts
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze and silver are available
- Weight: 24 lbs. (11kg)

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Class 1 driver
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Designed with 0-10V dimming capabilities. Controls by others
- **10V Source Current:** 1.0mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- Meets CALTrans 611 Vibration testing
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT. Please refer to <http://darksky.org/isa/isa-products/> for most current information

Electrical Data*							
Input Power	System Watts 120-480V	Total Current (A)					
		120V	208V	240V	277V	347V	480V
145W	140	1.39	0.79	0.69	0.59	0.47	0.34

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-480V +/- 10%

Recommended XSP2™ High Output Series Lumen Maintenance Factors (LMF) ¹						
Ambient	Initial LMF	25K hr Projected ² LMF	50K hr Projected ² LMF	75K hr Calculated ³ LMF	100K hr Calculated ³ LMF	
5°C (41°F)	1.04	0.97	0.91	0.85	0.80	
10°C (50°F)	1.03	0.96	0.90	0.84	0.79	
15°C (59°F)	1.02	0.95	0.89	0.83	0.78	
20°C (68°F)	1.01	0.94	0.88	0.82	0.77	
25°C (77°F)	1.00	0.93	0.87	0.81	0.76	

¹Lumen maintenance values at 4000K and 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

²In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6x) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

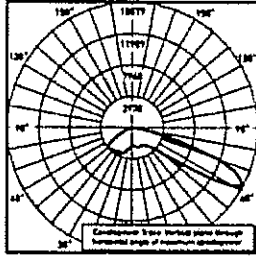
³In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6x) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

XSP2™ High Output LED Street/Area Luminaire – Double Module

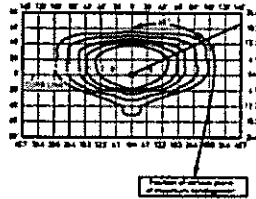
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/street-and-roadway/xsp-high-output-series-1>

2ME



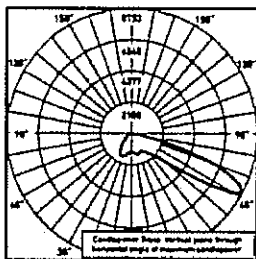
RESTL Test Report #: PL08143-001B
BXSP2-HO-**-2ME-145W-40K-UL
Initial Delivered Lumens: 18,422



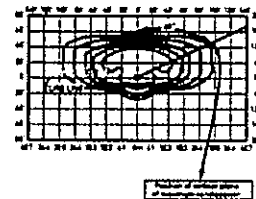
BXSP2-HO-**-2ME-145W-40K-UL
Mounting Height: 25' (7.6m) A.F.O.
Initial Delivered Lumens: 17,195
Initial FC at grade

Type II Medium Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
17,195	B3 U0 G3	18,144	B3 U0 G3	18,523	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt.



RESTL Test Report #: PL08142-002A
BXSP1-HO-**-2ME-100W-40K-UL
w/XA-SP1BLS
Initial Delivered Lumens: 8,645

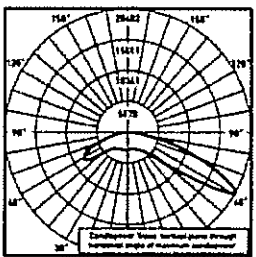


BXSP1-HO-**-2ME-100W-40K-UL
w/XA-SP2BLS
Mounting Height: 25' (7.6m) A.F.O.
Initial Delivered Lumens: 13,605
Initial FC at grade

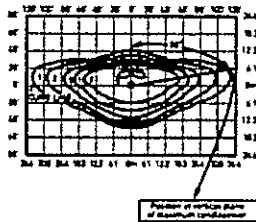
Type II Medium w/BLS Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
13,605	B2 U0 G2	14,355	B2 U0 G2	14,656	B2 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt.

2LG



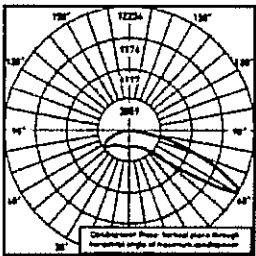
RESTL Test Report #: PL07402-001B
BXSP2-HO-**-2LG-145W-40K-UL
Initial Delivered Lumens: 18,305



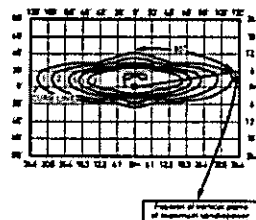
BXSP2-HO-**-2LG-145W-40K-UL
Mounting Height: 25' (7.6m) A.F.O.
Initial Delivered Lumens: 18,144
Initial FC at grade

Type II Long Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
17,195	B3 U0 G3	18,144	B3 U0 G3	18,523	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt.



RESTL Test Report #: PL08272-001A
BXSP1-HO-**-2LG-100W-57K-UL
w/XA-SP1BLS
Initial Delivered Lumens: 8,239



BXSP1-HO-**-2LG-100W-57K-UL
w/XA-SP2BLS
Mounting Height: 25' (7.6m) A.F.O.
Initial Delivered Lumens: 13,558
Initial FC at grade

Type II Long w/BLS Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
12,849	B2 U0 G2	13,558	B2 U0 G2	13,841	B2 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt.

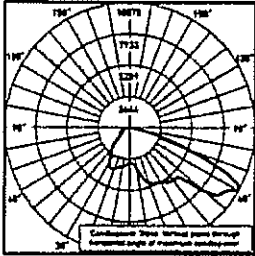


XSP2™ High Output LED Street/Area Luminaire – Double Module

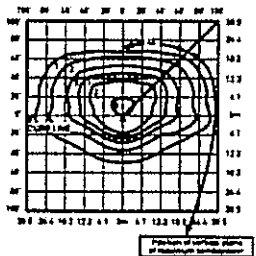
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/street-and-roadway/xsp-high-output-series-1>

3ME



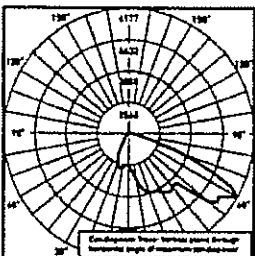
RESTL Test Report #: PL07403-001B
BXSP2-HO-**-3ME-145W-40K-UL
Initial Delivered Lumens: 18,408



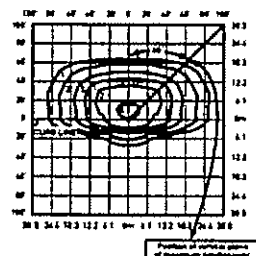
BXSP2-HO-**-3ME-145W-40K-UL
Mounting Height: 25' (7.6m) A.F.B.
Initial Delivered Lumens: 18,144
Initial FC at grade

Type III Medium Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
17,195	B3 U0 G3	18,144	B3 U0 G3	18,523	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt



RESTL Test Report #: PLB274-001A
BXSP1-HO-**-3ME-100W-40K-UL
w/XA-SP1BLS
Initial Delivered Lumens: 8,947

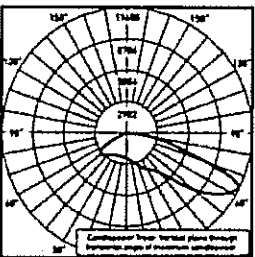


BXSP1-HO-**-3ME-100W-40K-UL
w/XA-SP1BLS
Mounting Height: 25' (7.6m) A.F.B.
Initial Delivered Lumens: 14,355
Initial FC at grade

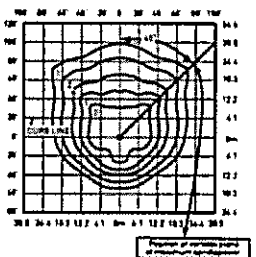
Type III Medium w/BLS Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
13,605	B2 U0 G2	14,355	B2 U0 G2	14,454	B2 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

4ME



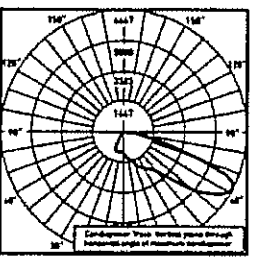
RESTL Test Report #: PL06038-001B
BXSP2-HO-**-4ME-145W-40K-UL
Initial Delivered Lumens: 18,487



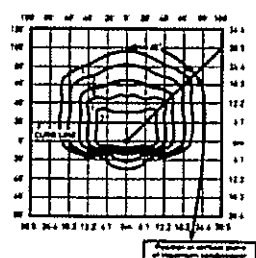
BXSP2-HO-**-4ME-145W-40K-UL
Mounting Height: 25' (7.6m) A.F.B.
Initial Delivered Lumens: 18,144
Initial FC at grade

Type IV Medium Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
17,195	B3 U0 G3	18,144	B3 U0 G3	18,523	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt



RESTL Test Report #: PLB273-001A
BXSP1-HO-**-4ME-100W-40K-UL
w/XA-SP1BLS
Initial Delivered Lumens: 8,443



BXSP1-HO-**-4ME-100W-40K-UL
w/XA-SP1BLS
Mounting Height: 25' (7.6m) A.F.B.
Initial Delivered Lumens: 13,957
Initial FC at grade

Type IV Medium w/BLS Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
13,227	B2 U0 G2	13,957	B2 U0 G2	14,248	B2 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens.
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Errata/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt



XSP2™ High Output LED Street/Area Luminaire – Double Module

Luminaire EPA

Horizontal Tenon Mount – Weight: 24 lbs. (11kg)				
Single	2 @ 90°	2 @ 180°	3 @ 90°	4 @ 90°
Tenon Configuration If used with Cree tenons, please add tenon EPA with luminaire EPA				
PD-1H4; PT-1H	PD-2H4(90); PT-2H(90)	PD-2H4(180); PT-2H(180)	PD-3H4(90); PT-3H(90)	PD-4H4(90); PT-4H(90)
0.69	1.14	1.38	1.83	2.28

Tenon EPA

Part Number	EPA
PD Series Tenons	0.09
PT Series Tenons	0.10
WM-2L	0.13
XA-TMDAB	0.19

Tenons and Brackets* (must specify color)	
Square Internal Mount Horizontal Tenons (Aluminum) - Mounts to 4" (102mm) square aluminum or steel poles PD-1H4 – Single PD-3H4(90) – 90° Triple PD-2H4(90) – 90° Twin PD-4H4(90) – 90° Quad PD-2H4(180) – 180° Twin	Round External Mount Horizontal Tenons (Aluminum) - Mounts to 2.375"-3" (60-76mm) O.D. round aluminum or steel poles or tenons - Mounts to 3" (76mm), 5" (127mm), or 6" (152mm) square pole with PB-1A* tenon PT-1H – Single PT-3H(90) – 90° Triple PT-2H(90) – 90° Twin PT-4H(90) – 90° Quad PT-2H(180) – 180° Twin
Wall Mount Brackets - Mounts to wall or roof WM-2L – Extended Horizontal	Direct Arm Pole Adapter Bracket - Mounts to 3-6" (76-152mm) round or square aluminum or steel poles XA-TMDAB

* Refer to the [Bracket and Tenons spec sheet](#) for more details
 * Specify pole size: 3 (3"), 5 (5"), or 6 (6") for single, double or triple luminaire orientation or 5 (5") or 6 (6") for quad luminaire orientation



RATE ODL UNMETERED OUTDOOR LIGHTING

By order of the Alabama Public Service Commission dated August 4, 2015 in Docket U-5040.
The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for January 2016 billings.

PAGE 2 of 4	EFFECTIVE DATE September, 2015 Billings	REVISION First
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MONTHLY RATE

Controlled Photo Cell (Dusk to Dawn)
3.6792¢ per kWh

Continuous Burn
5.3692¢ per kWh

DETERMINATION OF MONTHLY KWH

Monthly kWh shall be determined in the following manner:

Standard Photo Cell: Monthly kWh = $\frac{\text{Billing Watts} \times 360 \text{ hours}}{1,000}$
(Dusk to Dawn)

Continuous Burn: Monthly kWh = $\frac{\text{Billing Watts} \times 730 \text{ hours}}{1,000}$

The Company may, at its sole discretion, test and verify monthly actual kWh consumption by installing a kWh meter at the service point. Further, the Company may adjust the kWh applicable for billing following such testing, require the Customer to take service under an applicable, metered rate, or install a device to limit connected load to the billing watts used in the calculation of the monthly kWh. In addition, the testing and verification of the Customer's actual kWh consumption by the Company may determine the lighting application should be under the Continuous Burn rate, referenced in the Monthly Rate section. The Company will notify the Customer of such Continuous Burn applications and subsequent rate or require the customer control the lighting application in a Dusk to Dawn manner.

Dusk to Dawn Definition

Annual estimated operating hours for dusk to dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. Dusk to dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4,320 hours annually. The 360 hours used in the equation above were calculated by taking the estimated annual dusk to dawn burn hours of 4,320 hours and dividing by 12 months.



RATE ODL UNMETERED OUTDOOR LIGHTING

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PAGE 3 of 4	EFFECTIVE DATE September, 2015 Billings	REVISION First
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Continuous Burn Definition

Applications of lighting systems that are uncontrolled, require 24-7 operation, or are expected to have annual burn hours reflective of a more continuous use will be deemed Continuous Burn by the Company. The 730 hours used in the equation above were calculated by taking the estimated annual continuous burn hours of 8,760 hours and dividing by 12 months.

DETERMINATION OF BILLING WATTS

Billing Watts = Total wattage connected for all qualified luminaires including ballast

The Company will calculate the billing watts as the total wattage connected for all qualified lighting installations including ballast. At the option of the Customer or the Company, the billing watts may be determined by test; however, the performance of more than one test within a 12-month period is subject to prior Company approval with the expense being the responsibility of the customer. When the Company determines that the Customer will be responsible for certain wattage testing expenses, the Company will first provide an estimate of such expenses to the Customer.

ADDITIONAL FACILITIES CHARGE

If a lighting installation requires facilities not covered in this rate, an Additional Facilities Charge will be added to the other monthly charges set forth in this rate. The Additional Facilities Charge will be applied monthly in an amount equal to 2.50% of the estimated cost of any additional facilities utilized, provided, however, that any such charge shall not be less than \$1.00.

Alternatively, the Customer may elect to make a one-time payment toward any applicable Additional Facilities Charge. The one-time payment will reflect the present value of future ownership costs associated with the service point to recover future maintenance costs, property and other taxes (as applicable), administrative and general costs, replacement costs, plus an applicable time value of money allowance.

PAYMENT

Bills for service rendered hereunder are payable within ten (10) days from the due date and if not paid within such period become delinquent and subject to charges as set forth in Alabama Power Company Rules and Regulations for Electric Service.



RATE ODL UNMETERED OUTDOOR LIGHTING

By order of the Alabama Public Service Commission dated August 4, 2015 in Docket U-5040.
The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for January 2016 billings.

PAGE 4 of 4	EFFECTIVE DATE September, 2015 Billings	REVISION First
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TERM OF CONTRACT

Service under this rate shall be for an initial period of one (1) year and shall be extended thereafter from month to month until terminated by either Company or Customer.

ENERGY COST RECOVERY

The amount calculated at the above rate will be increased under the provisions of the Company's Rate ECR (Energy Cost Recovery) by applying the effective Energy Cost Recovery factor.

RATE STABILIZATION AND EQUALIZATION

Rate RSE (Rate Stabilization and Equalization Factor) is incorporated in this rate and will be applied to adjust (increase or decrease) kWh charges calculated hereunder.

ADJUSTMENT FOR COMMERCIAL OPERATION OF CERTIFICATED NEW PLANT

Rate CNP (Adjustment for Commercial Operation of Certificated New Plant) is incorporated in this rate and will be applied to increase kWh charges calculated hereunder.

GENERAL

The amount calculated at the above rate is subject to possible tax adjustments as set forth in Rate T (Tax Adjustment) and to rules and regulations approved or prescribed by the Alabama Public Service Commission.



RATE ODL UNMETERED OUTDOOR LIGHTING

By order of the Alabama Public Service Commission dated August 4, 2015 in Docket U-5040.
The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for January 2016 billings.

PAGE 1 of 4	EFFECTIVE DATE September, 2015 Billings	REVISION First
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AVAILABILITY

Available in all areas served from the interconnected system of the Company. Service hereunder shall be subject to the additional terms, conditions and adjustments set forth in the rules and regulations approved or prescribed by the Alabama Public Service Commission.

APPLICABILITY

Applicable only to unmetered outdoor lighting installations where the entire requirements of electric service are for the sole purpose of lighting streets, roadways, highways or common areas, other than individual residential locations and billboard-type applications. Lamp fixtures include mercury vapor (MV), high pressure sodium (HPS), metal halide (MH), light emitting diode (LED), induction, fluorescent, or any other technology lighting systems determined by the Company to satisfy the Character of Service requirements of this rate. Installations shall be made on poles that conform to Company specifications. Service shall not be resold or shared with others.

Service under this rate shall be available only when, in the judgment of the Company, the location of the service point and the lighting installation, including the lamp fixture and the associated facilities, are and will continue to be safely accessible to the Company's personnel and equipment in order to provide and maintain the electric service.

This rate is not available for seasonal or other part-time operation of outdoor luminaires.

CHARACTER OF SERVICE

Single or three-phase service at the voltage of the available primary distribution lines of the Company (primary), or at the secondary voltage of transformation facilities supplied from the Company's distribution system (secondary). The distribution system shall serve no other electrical loads at this service point except the lighting installations eligible for this rate. The number and location of service points shall be as specified by the Company.

The Customer shall provide (a) Company-approved photoelectric controls with suitable mounting and wiring and (b) a weatherproof enclosure, if needed, for any Company-approved relay.



Guaranteed Energy Performance

Currently the City owns and operates 120 Cobra head lights. Power is provided by Alabama Power and charged approximately \$28.00 monthly per fixture. New LED Fixtures provided by LED Solution will be charged approximately \$3.67 per month per fixture. We have attached information from Alabama Power on how they are now charging for LED lighting fixtures

	Per Month per fixture @120	Total Power per month	Total Power Annual
Current Power Charge	\$28.00	\$3360.00	\$40,320.00
New LED Power Charge	\$3.67	\$ 440.00	\$ 5,284.80
Savings			\$35,035.20

Based on this table, it shows that with the new rates from Alabama power the City will recoup its investment within 20 years.

Estimate

LED Solutions
120 Applegate Court
Pelham, AL 35124 US
tim@ledsolution.net

ADDRESS
Brian C Davis
Vestavia Hills Department of Public
Services
1032 Montgomery Highway
Vestavia Hills, AL 35216

ESTIMATE # DATE
1036 06/06/2016

P.O. NUMBER
Street Lights

ACTIVITY	QTY	RATE	AMOUNT
Installation Labor Cost	120	125.00	15,000.00
Install 120 LED lights on existing poles down HWY 31 in Vestavia Hills			
Services	130	40.00	5,200.00
Police escorts blocking traffic \$40.00 per hour 130 Hours			
Services	1	3,000.00	3,000.00
Rental for a 60' lift			
Services	160	90.00	14,400.00
Repair damaged conduits and re-pull wire to dead pole lights.			
Services	1	6,750.00	6,750.00
Material needed: wire, conduit, fusible links in pole bases, fuses			
Services	900	17.00	15,300.00
Boring contractor to bore under road ways. Required to be licensed, insured, and bonded boring contractor. Pricing 17.00 per foot 900'			
Services	1	4,500.00	4,500.00
Set up fee for boring contractor.			
Services	120	11.00	1,320.00
Disposing of 120 old street lights			
Services	3	450.00	1,350.00
Line locaters			
LED Light Inventory	120	979.76	117,571.20
BXSP2 - HO - HT - 2ME 165W 480V CREE STREET LIGHT			
Price only includes replacing lights and repairing damaged wires. Some pole lights are missing polebase covers and bad transformers for 120 volt, not in quote.			
TOTAL			\$184,391.20

RESOLUTION NUMBER 4907

**A RESOLUTION APPROVING AN ALCOHOL
LICENSE FOR TACO TECH CORP D/B/A TACO
TECH; I KADEK SUDARSANA, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Taco Tech Corp d/b/a Taco Tech, located at 2409 Acton Road, Suite 127, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; I Kadek Sudarsana, executive.

APPROVED and ADOPTED this the 12th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: December 7, 2016

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 020 - Restaurant Retail Liquor

Please find attached information submitted by I Kadek Sudarsana who request an alcohol license to sell 020 - Restaurant Retail Liquor at the Taco Tech Corp d/b/a Taco Tech, 2409 Acton Road, Suite 127, Vestavia Hills, Alabama.

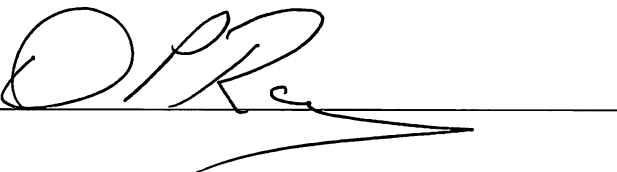
I am scheduling this case to be heard by the City Council on 12th day of December at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20161129101006788

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: TACO TECH **Filing Fee:** \$50.00

Applicant: TACO TECH CORP **Transfer Fee:**

Location Address: 2409 ACTON RD; SUITE 127 VESTAVIA HILLS, AL 35243

Mailing Address: 2409 ACTON RD; SUITE 127 VESTAVIA HILLS, AL 35243

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: CORPORATION

Book, Page, or Document info: LR201515 29560

Date Incorporated: 10/15/2015 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 10/15/2015 **Alabama State Sales Tax ID:** R009256995

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

I KADEK SUDARSANA 7323739 - AL	PRESIDENT	06/30/1977 INDONESIA	2351 DEERWOOD RD BIRMINGHAM, AL 35216

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: I KADEK SUDARSANA

Home Phone: 205-529-2697

Business Phone: 205-529-2697

Cell Phone: 205-529-2697

Fax:

E-mail: KUM4RA2@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name: LA CATRINA MEXICAN CANTINA **License 1:** 010154537

Applicant: GOLDEN HARVEST CULINARY INC **License 2:**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20161129101006788

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **BRC DOLLY CREEK STATION, LLC 205-995-9119**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2800** Display Square Footage:
 Building seating capacity: **80** Does Licensed premises include a patio area? **YES**
 License Structure: **ONE STORY** License covers: **OTHER**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20161129101006788

Initial each

Signature page

- KS* In reference to law violations, I attest to the truthfulness of the responses given within the application.
- KS* In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- KS* In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- KS* In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- KS* The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- KS* I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *1 KADER SUDARJANA*

Signature of Applicant: *[Handwritten Signature]*

Notary Name (print): *Valencia Johnson*

Notary Signature: *[Handwritten Signature]*

Commission expires: *4-22-18*

Application Taken: App. Inv. Completed: Forwarded to District Office:
 Submitted to Local Government: Received from Local Government:
 Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

RESOLUTION NUMBER 4908

**APPOINTING A MEMBER TO THE
VESTAVIA HILLS LIBRARY BOARD**

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

WHEREAS, _____ is hereby appointed as a member of the City of
Vestavia Hills Library Board; and

WHEREAS, the said appointment shall be effective January 1, 2017 and shall
expire December 31, 2020.

APPROVED AND ADOPTED this the 12th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4909

**APPOINTING A MEMBER TO THE VESTAVIA HILLS
PARKS AND RECREATION BOARD**

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

WHEREAS, _____ is hereby appointed as a member of the City
of Vestavia Hills Parks and Recreation Board; and

WHEREAS, the appointment shall be effective January 1, 2017, and shall expire
December 31, 2021.

APPROVED AND ADOPTED this the 12th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2373-B

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
FOR AUTOMOTIVE SALES, AUTOMOTIVE SERVICES –
MAJOR AND MINOR, INCLUDING MECHANICAL AND
COLLISION REPAIR FOR 1476 MONTGOMERY HIGHWAY**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, Anthony F. and Margaret Serra are owners of the property located at 1476 Montgomery Highway zoned Vestavia Hills B-3 (business district); and

WHEREAS, Alton B. Parker Jr., Spain & Gillon, LLC, attorney for the Serras, presented an application for Conditional Use approval for the purpose of automotive sales, automotive services – major and minor, including, but not limited to, mechanical and collision repair for the property located at 1476 Montgomery Highway pursuant to Table 6 of the Vestavia Hills Zoning Code; and

WHEREAS, Mr. and Mrs. Serra, owners of the property located at 1476 Montgomery Highway, were desirous of opening a new or used automotive dealership with complete automotive servicing and repair on said property; and

WHEREAS, on November 14, 2011, the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 2373 to grant said Conditional Use for the property located at 1476 Montgomery Highway as requested; and

WHEREAS, on or about April 7, 2014, the dealership suffered severe flooding of Patton Creek which caused significant damage to the premises; and

WHEREAS, Section 13.3.3 of the Vestavia Hills Zoning Code provides that “When such use is abandoned or discontinued for a period of one (1) year, it shall not be reestablished unless authorized by the Council;” and

WHEREAS, Alton Parker, Spain and Gillon, LLC, attorney for the owners, submitted a letter dated March 3, 2015; and

WHEREAS, on March 23, 2015, the Vestavia Hills City Council adopted and approved Ordinance Number 2373-A granting an 18-month extension for said dealership; a copy of which is marked as “Exhibit A” attached to and incorporated into this Ordinance Number 2373-B as though written fully therein, requesting an additional 18-month extension to said Conditional Use; and

WHEREAS, on September 28, 2016, Alton Parker, Spain and Gillon LLC again submitted a letter requesting an additional 18-month extension on said uses of Automotive Sales, Automotive Services – Major and Minor, including Mechanical and Collision Repair beginning October 15, 2016.

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

1. An extension of said Conditional Use approval is hereby granted for automotive sales, automotive services – major and minor, including, but not limited to, mechanical and collision repair for property located at 1476 Montgomery Highway for an 18-month period beginning October 15, 2016 and ending at midnight, April 15, 2018; and
2. This Ordinance Number 2373-B shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of
December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

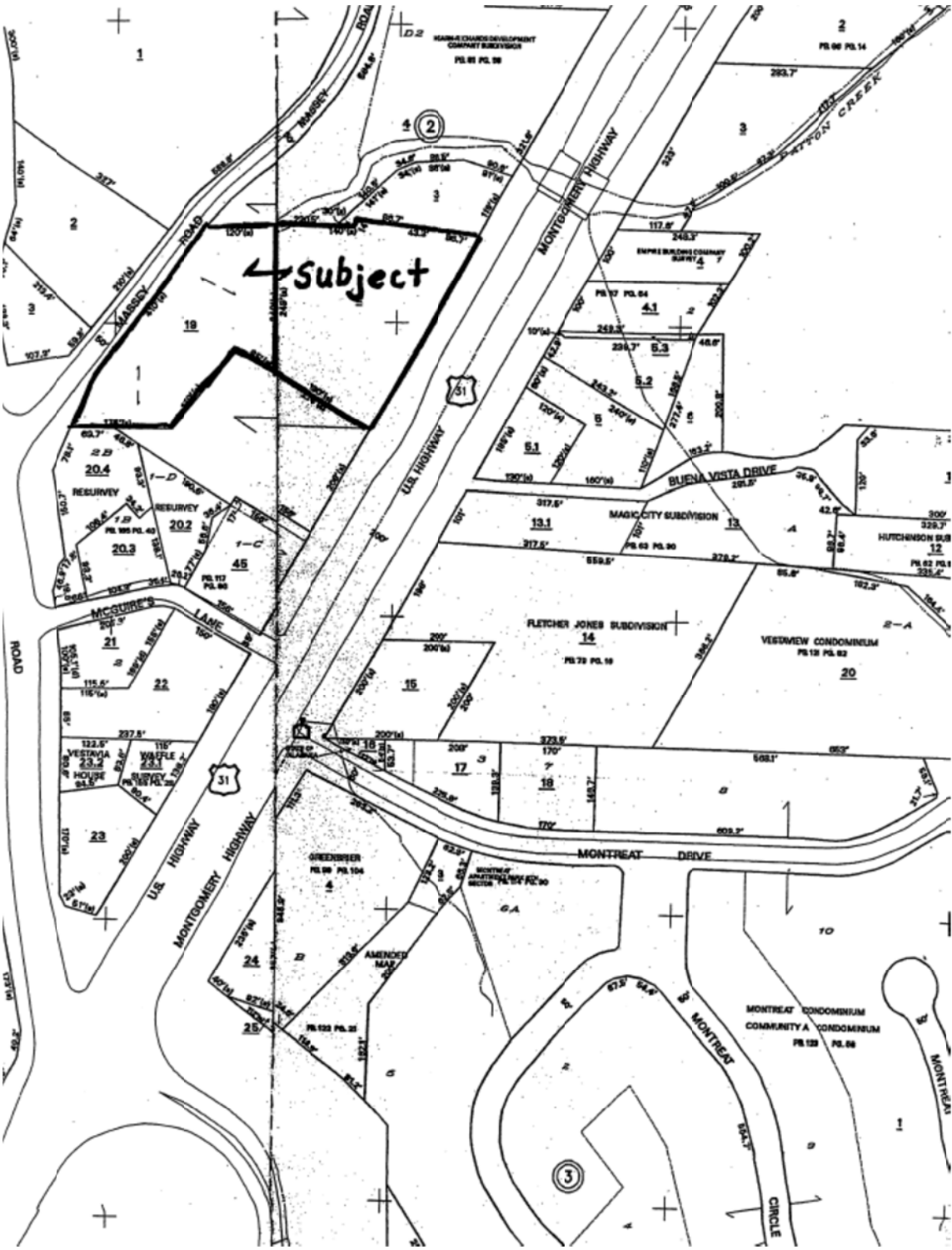
Rebecca Leavings
City Clerk

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 # 2373-B 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 28th day of December, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



SPAIN & GILLON, LLC
THE ZINSZER BUILDING
2117 SECOND AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

Telephone: (205) 328-4100

Facsimile: (205) 324-8866

Direct Dial (205) 581-6212

ALTON B. PARKER, JR.

E-MAIL: ABP@SPAIN-GILLON.COM

September 28, 2016

Rebecca Leavings, City Clerk, MMC
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills AL 35216

Re: Request for Second Extension of Conditional Use Approval for Automotive Sales, Automotive Services - Major and Minor, including Mechanical and Collision Repair for 1476 Montgomery Highway - Ordinance No. 2373

Dear Ms. Leavings:

This is to confirm our conversation regarding a second requested extension of the Conditional Use Approval previously granted by the Vestavia City Council to Anthony F. and Margaret Serra, owners of the property located at 1476 Montgomery Highway ("Serra"). Ordinance No. 2373 approving the Conditional Use for that location was approved by the City Council on November 14, 2011. An Agreement to Conditional Zoning was executed by the Serras and submitted to the City as of the 12th day of December, 2011. The Serras later requested an extension of the Conditional Use Approval which was granted by the City Council on March 23, 2015 and which extended the Conditional Use for a period of 18 months from April 15, 2015 through October 15, 2016. The purpose of this letter is to request a second extension of the Conditional Use Approval for a period of 18 months beginning on October 15, 2016.

Due to circumstances explained below, Serra has not been able to complete the design and construction of the dealership premises and building and a review of the background of this matter might be helpful.

Pursuant to the initial granting of the Conditional Use by the City, the Serra organization opened an automotive sales dealership at that location. On or about April 7, 2014 the dealership suffered severe flooding of Patton Creek which caused significant damage to most of the vehicles parked at the dealership and to the dealership premises. As a result of the flood, the dealership became unusable for future automobile sales. The last day of automobile sales for the few undamaged vehicles at the dealership was April 15, 2014.

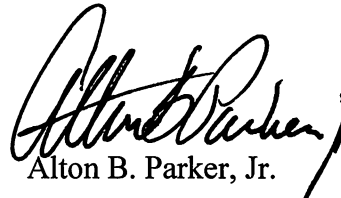
Serra has been engaged in the process of designing improvements and modifications to the dealership building and site which will, to the maximum extent possible, prevent such flood damage in the future. Serra commissioned an architect to design modifications to the premises and a civil engineer to provide the "no rise study" required by Article 3 of the Vestavia Flood Damage Prevention Ordinance. It took a significant period of time to finish that engineering "no rise study." The "no rise study" was successful and will allow Serra to use fill on the site outside of the floodway. However, since the completion of the study, the architect has worked with the Serras on several different attempts to solve the very complicated design problems associated with this potential construction, none of which at this point have been approved as being cost effective which would allow the actual construction to start. The Serra Group is continuing to work through redesigns and construction pricing in an attempt to be able to rebuild this building and site in a way that makes it productive for the retail sale of automobiles.

The Serras understand that this request to extend the Conditional Use will be put to the City Council in the form of a Resolution for approval. Thank you for your cooperation in this matter. If there is anything else that I or the Serras need to do in order to pursue this request for extension, please let me know.

Sincerely,

SPAIN & GILLON, L.L.C.

By:



Alton B. Parker, Jr.

ABP, JR./mfe

cc: Jeff Downes, City Manager
Anthony F. Serra and Mary Margaret Serra
Serra Automotive Group

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

Date: October 8, 2011

- **CASE:** P-1011-22
-
- **REQUESTED ACTION:** Application for conditional use approval for automotive sales, automotive major and minor including mechanical and collision repair on the property located at 1476 Montgomery Highway
- **PROPOSED USE(S):** commercial auto dealership with full repair of mechanical and collision.
- **ADDRESS/LOCATION:** 1476 Montgomery Highway (see map attached).
- **APPLICANT/OWNER:** Anthony F. and Mary Margaret Serra, 9709 Parkway East, Suite D, Birmingham AL 35215
- **REPRESENTING AGENT:** Alton B. Parker, Jr., Spain & Gillon, LLC, 2117 Second Avenue North, Birmingham AL 35203
- **GENERAL DISCUSSION:** This property is located on Montgomery Highway at the former Vulcan Lincoln Mercury dealership. The request is to re-open the dealership for previously owned vehicles complete with mechanical and collision repair.
- **CITY OF VESTAVIA HILLS COMPREHENSIVE PLAN:** This property is located in Figure 20 of the Vestavia Hills Comprehensive Master Plan located in an area designated as village center. This request is consistent with the Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Clerk 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 zoning with the conditional use approval. This property was operated as a dealership for many years and has been vacant for approximately 2 or 3 years. During that time, a new zoning ordinance was adopted that required dealerships and major mechanical repair uses to be granted a Conditional Use approval. This property lies in a

commercial part of the City with all properties surrounding it developed and operating as commercial with the exception of properties across from Massey Road. Since the rear portion of this property is inaccessible from the front by way of Little Shades Creek, buffering to that area is already provided. All modifications to the building and properties will be reviewed by the DRB and monitored and approved by the City's Engineer.

City Clerk Recommendation: Recommend Approval.

2. **City Engineer Review:** I have reviewed the request and find no problems.

City Engineer Recommendation: n/a.

3. **City Fire Marshal Review:** I have reviewed the request and find no problems.

City Fire Marshal Recommendation: n/a.

4. **Building Safety Review:** I have reviewed the request and find no problems.

Building Safety Recommendation: n/a.

MOTION Mr. Gilchrist made a motion to recommend approval of An 18 Month Extension For A Conditional Use Approval For commercial automotive sales, automotive repair major and minor including mechanical and collision repair at 1476 Montgomery Hwy. Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mrs. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes

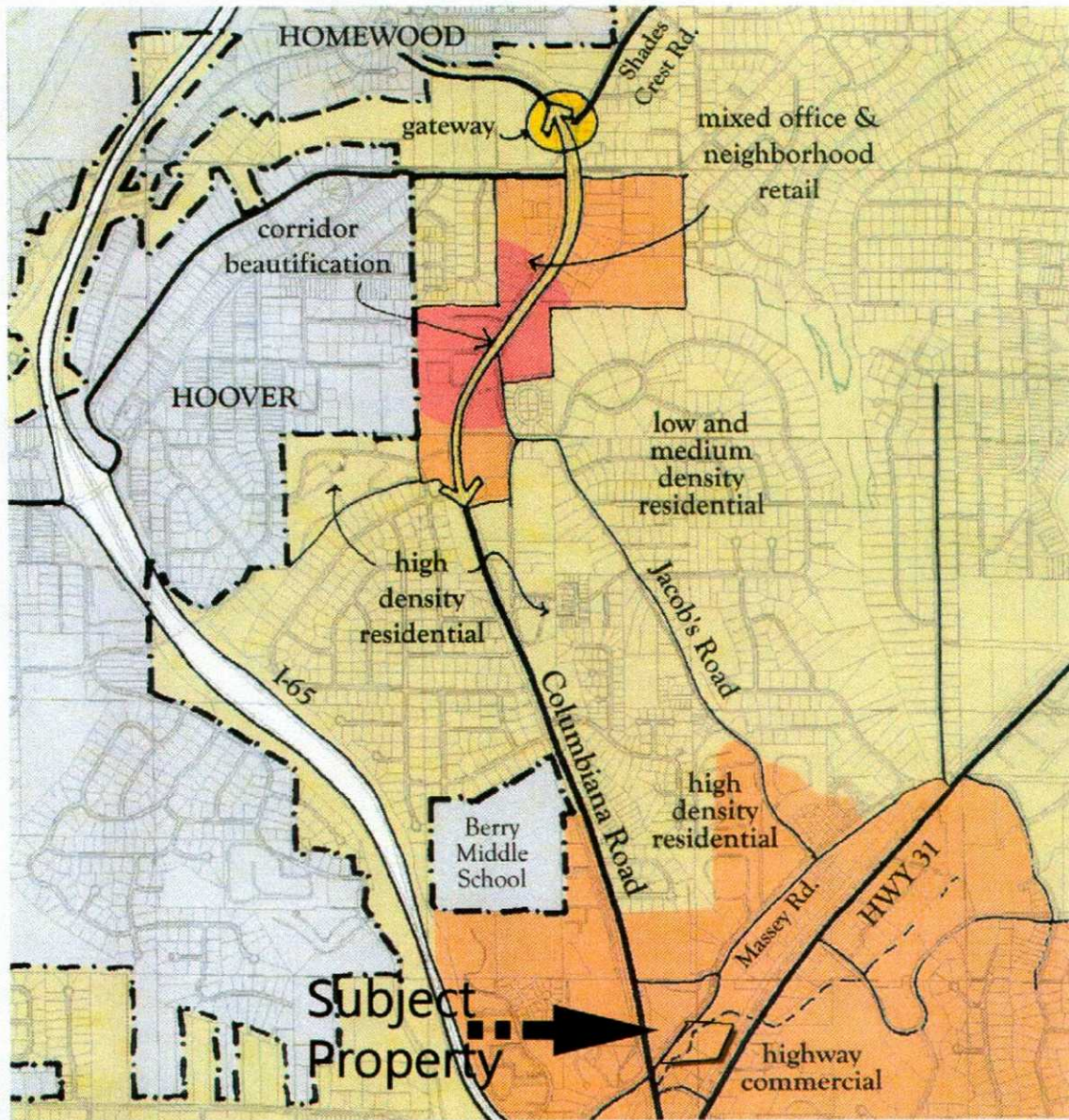
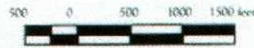


Figure 20: Columbiana Road
Land Use Analysis

- 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.



ORDINANCE NUMBER 2688

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

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

3253 & 3257 Cahaba Heights Road and 3240 Pipe Line Road
Helen and John Mills, Owner(s)

More particularly described as follows:

A parcel of land situated in the NE ¼ of Section 22, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence a found 3 inch capped pipe marking the SW corner of the above mentioned quarter Section ;thence run north 88 degrees 41 minutes 04 seconds West along the south line thereof for a distance of 209.63 feet to the point of beginning, said point also being a found 3 inch capped pipe; thence run North 89 degrees 06 minutes 54 West for a distance of 214.87 feet to a found crimped pipe; thence fun north 01 degrees 18 minutes 04 seconds west for a distance of 415.36 feet to a set capped rebar stamped CA-450-LS, said point also being on the southernmost right-of-way of Cahaba Heights Road (50' right-of-way); thence run south 89 degrees 03 minutes 22 seconds East along said ROW for a distance of 175.00 feet of a found capped rebar (SSI); thence leaving said right-of-way run South 01 degrees 13 minutes 48 seconds east for a distance of 205.50 feet to a found rebar; thence run south 89 degrees 15 minutes 30 seconds east for a distance of 40.11 feet to a found 3 inch capped pipe; thence run south 01 degrees 18 minutes 15 seconds east for a distance of 209.76 feet to the point of beginning. Said parcel containing 80,945 square feet of 1.86 acres more or less.

APPROVED and ADOPTED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

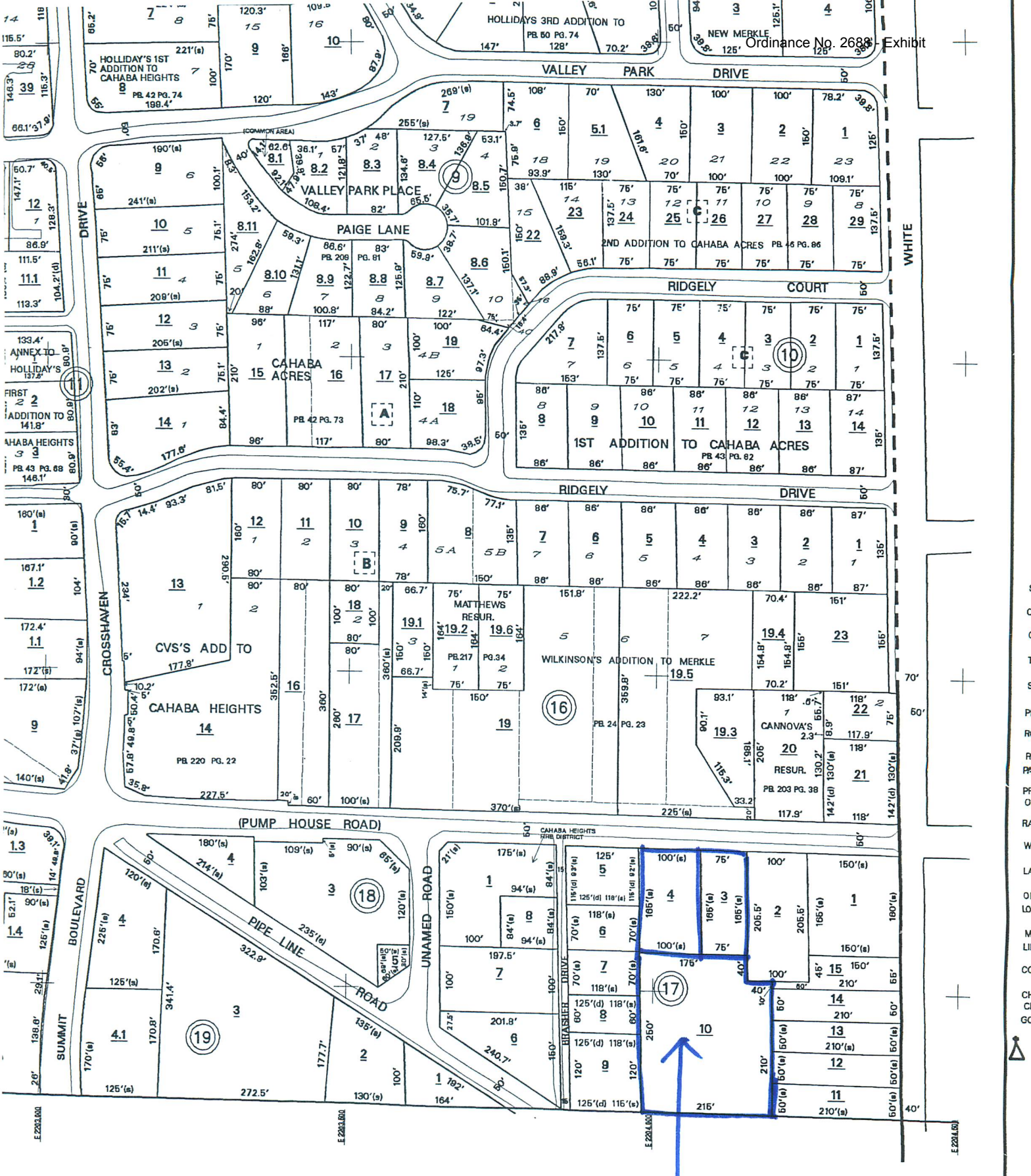
Rebecca Leavings
City Clerk

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 # 2688 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 28th day of December, 2016 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 _____, 2016.

Rebecca Leavings
City Clerk

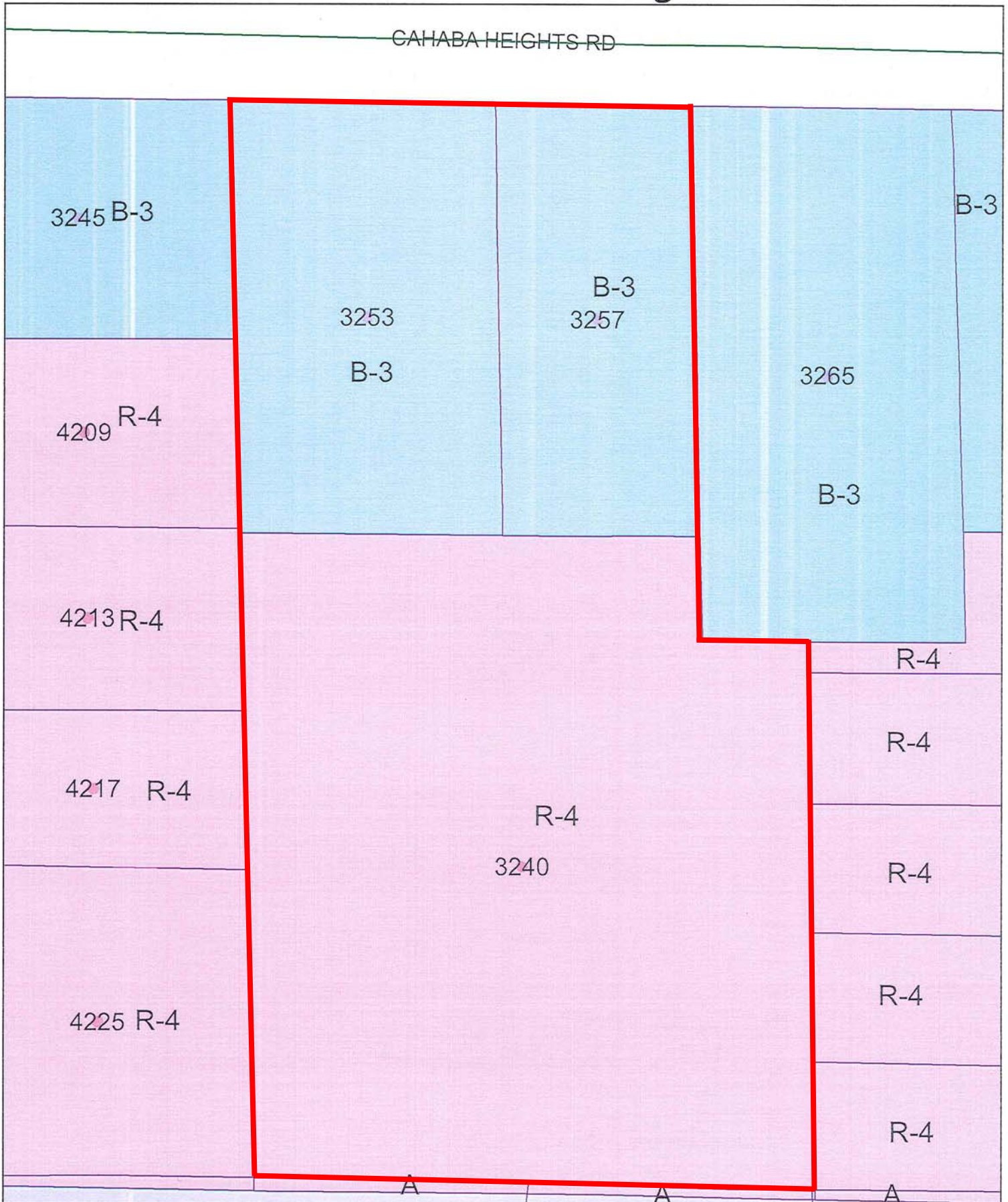


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Zoning - 3240 Pipeline Road 3253 and 3257 Cahaba Heights Road

16CCR32
Ordinance No. 2688 - Exhibit



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

Date: NOVEMBER 10, 2016

- **CASE: P-1016-43**
- **REQUESTED ACTION:** from Vestavia Hills B-3 and Vestavia Hills R-4 To Vestavia Hills B-2
- **ADDRESS/LOCATION:** 3253 & 3257 Cahaba Heights Rd. and 3240 Pipeline Rd.
- **APPLICANT/OWNER:** Helen Crow & John C. Mills
- **REPRESENTING AGENT:** Sorrell Chew
- **GENERAL DISCUSSION:** Property is three lots with main frontage on Cahaba Heights Rd. Applicant is seeking rezoning to build a practice facility of the Vestavia Wrestling Club. The two lots along Cahaba Heights Rd. are already zoned B-3, however, the lot behind is zoned R-4. The rezoning would give all lots a B-2 zoning. Indoor recreation is a permitted use in a B-2. The building on 3253 Cahaba Heights Rd. would be rehabbed and remain. The structure on 3257 would be demolished. The proposed practice facility meets all requirements of a B-2 zoning, including parking and buffering. The lots would be recombined after rezoning is approved. A proposed site plan and landscape plan is attached. The applicants state that the facility would be used only for practices during the week.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

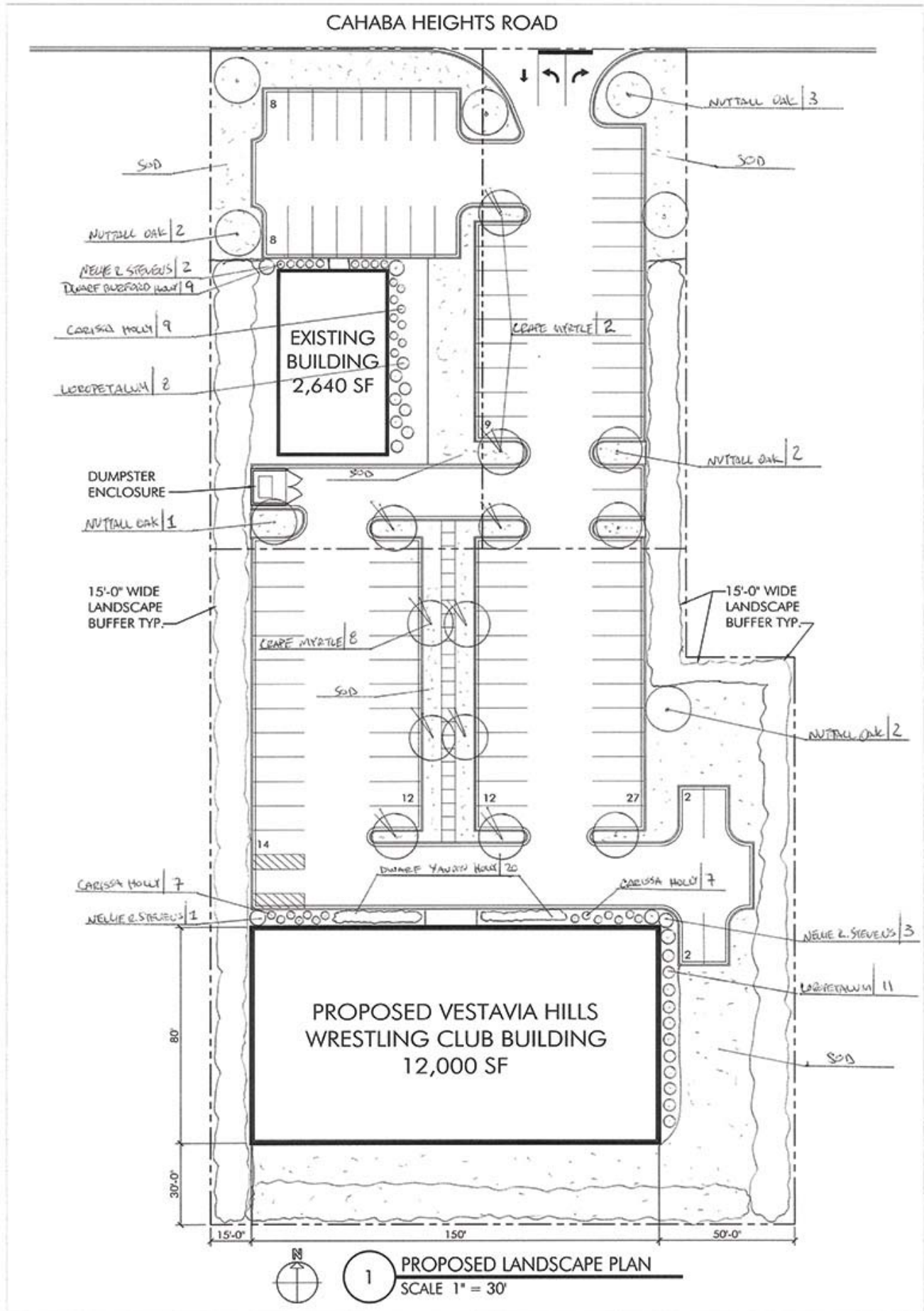
City Planner Recommendation: Rezoning conditioned on resurvey approval/recordation.
 2. **City Engineer Review:** I have reviewed the application and have no issues with the request.

3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Burrell made a motion to recommend rezoning approval of 3253 & 3257 Cahab Heights Rd. and 3240 Pipeline Rd. from Vestavia Hills B-3 and Vestavia Hills R-4 To Vestavia Hills B-2 subject to engineering review. Second was by Mr. House. Motion was carried on a roll call; vote as follows:

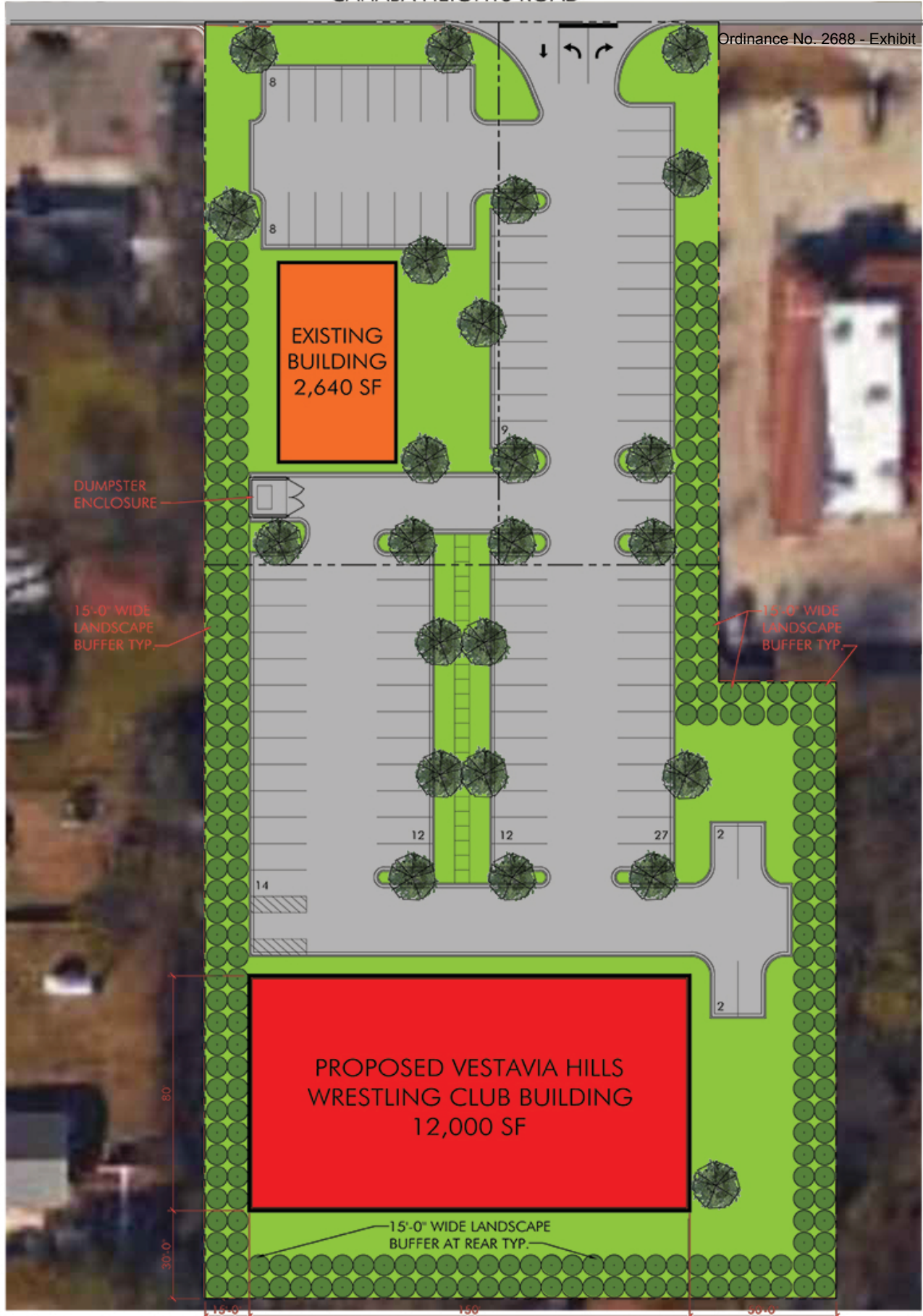
Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes



VESTAVIA HILLS WRESTLING CLUB
CAHABA HEIGHTS ROAD
VESTAVIA, ALABAMA 35243

10/06/16
L1.0



1

PROPOSED SITE PLAN
SCALE 1" = 30' / 94 PARKING SPACES SHOWN
74 PARKING SPACES REQUIRED



VESTAVIA HILLS WRESTLING CLUB
CAHABA HEIGHTS ROAD
VESTAVIA, ALABAMA 35243

10/06 / 16
A1.0

TRANSMITTAL

PAGES:



DATE: October 6, 2016
 PROJECT: Vestavia Wrestling Club
 Rezoning Application

FROM: Roman Gary
 JOB NO: 16125

ATTENTION: **Conrad Garrison, City Planner**

COMPANY: City of Vestavia Hills
 ADDRESS: 1032 Montgomery Highway
 CITY, STATE: Vestavia Hills, Alabama

PHONE: (205) 978-0179
 FAX:
 ZIP: 35216

COHEN CARNAGGIO REYNOLDS ARCHITECTURE.INTERIORS.DESIGN

2920 1ST AVENUE SOUTH, BIRMINGHAM, AL 35233 P 205-324-8864 F 205-324-8496

Re: **Vestavia Wrestling Club – Rezoning Application**

Conrad,

Our submission for the Rezoning of the Vestavia Wrestling Club is attached for Planning & Zoning Approval. During the October 4th Work Session, the committee requested the description/purpose and Operating hours for the Wrestling Club. Thus the Description is as follows:

PROJECT DESCRIPTION & OPERATING HOURS

The Vestavia Wrestling Club (VWC) serves the youth of our community ranging from Kindergarten through 6th grade levels. VWC offers training and practice opportunities in folkstyle wrestling, as well as the Olympic styles of freestyle and greco-roman wrestling. VWC will hold practices 3 to 5 times per week in the afternoon/evenings for its members. Those practices will include the teaching and drilling of wrestling techniques along with games and activities to reinforce the teaching done by VWC coaches and staff.

We have attached the following documents for City of Vestavia Hills Planning & Zoning Approval.

1. \$100 Application Fee, Check #009214, payable to the City of Vestavia.
2. Two Original Applications with the Owner's signature notarized & representing agent designated.
3. Three copies of Vicinity Map & Existing Property Survey.
4. Three copies of Site Development Plan, dated 10/06/16.
5. Three copies of Landscaping Plan, dated 10/06/16.
6. Three copies of Civil Site Drainage Plan, dated 10/06/16.
7. Three copies of Civil Stormwater Management Report.
8. One CD Electronic copy of entire Rezoning Submission.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Roman Gary

Roman Gary, AIA, LEED AP
 Vice President

ORDINANCE NUMBER 2689

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

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

3118 Pine Tree Drive
Lots 38 & 39, Topfield Subdivision
June Pryor, Owner(s)

BE IT FURTHER ORDAINED that said rezoning is conditioned up on the development being developed substantially as presented in attached drawings.

APPROVED and ADOPTED this the 28th day of December, 2016.

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 # 2689 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 28th day of December, 2016 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 _____, 2016.

Rebecca Leavings
City Clerk



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

Date: **SEPTEMBER 08, 2016**

- **CASE:** P-0816-34
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-1 Vestavia Hills O-1
- **ADDRESS/LOCATION:** 3111 Pine Tree Dr.
- **APPLICANT/OWNER:** June Pryor
- **REPRESENTING AGENT:** Todd Thompson
- **GENERAL DISCUSSION:** Property is on the corner of Pine Tree Cir. and Pine Tree Dr. Applicant is seeking rezoning to build a two story medical office building (8,225 sq. ft. +/-). The proposed building meets all requirements of an O-1 zoning, including parking and buffering. Currently, the project sits on two lots, however, the lots would be recombined after rezoning is approved. A proposed site plan and tree save plan is attached. A creek runs through the center portion of the property and is proposed to be untouched.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for limited mixed use/open space. Additionally, the property directly across Pine Tree Cir. is already zoned O-1
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Rezoning conditioned on resurvey approval/recordation and that the building is constructed in a residential style.
 2. **City Engineer Review:** Approval needed on creek and drainage.
 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 3111 Pine Tree Dr. from Vestavia Hills R-1 Vestavia Hills O-1 based on the renderings presented. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mrs. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes



(2 of 2)

**Vestavia_Hills_Zoning:
2800274002008000**

PARCELID	2800274002008000
DISTRICT	020
ESN_NUM	62
PROPADD	3111 PINE DR
TAX_TOWNSH	28
SECTION	27
QSECTION	4
BLOCK	002
PARCEL	008000
VH_ZONING	R-1
ZNG_ORD	1981
ZNG_ORD_DT	03/21/2003

[Zoom to](#)

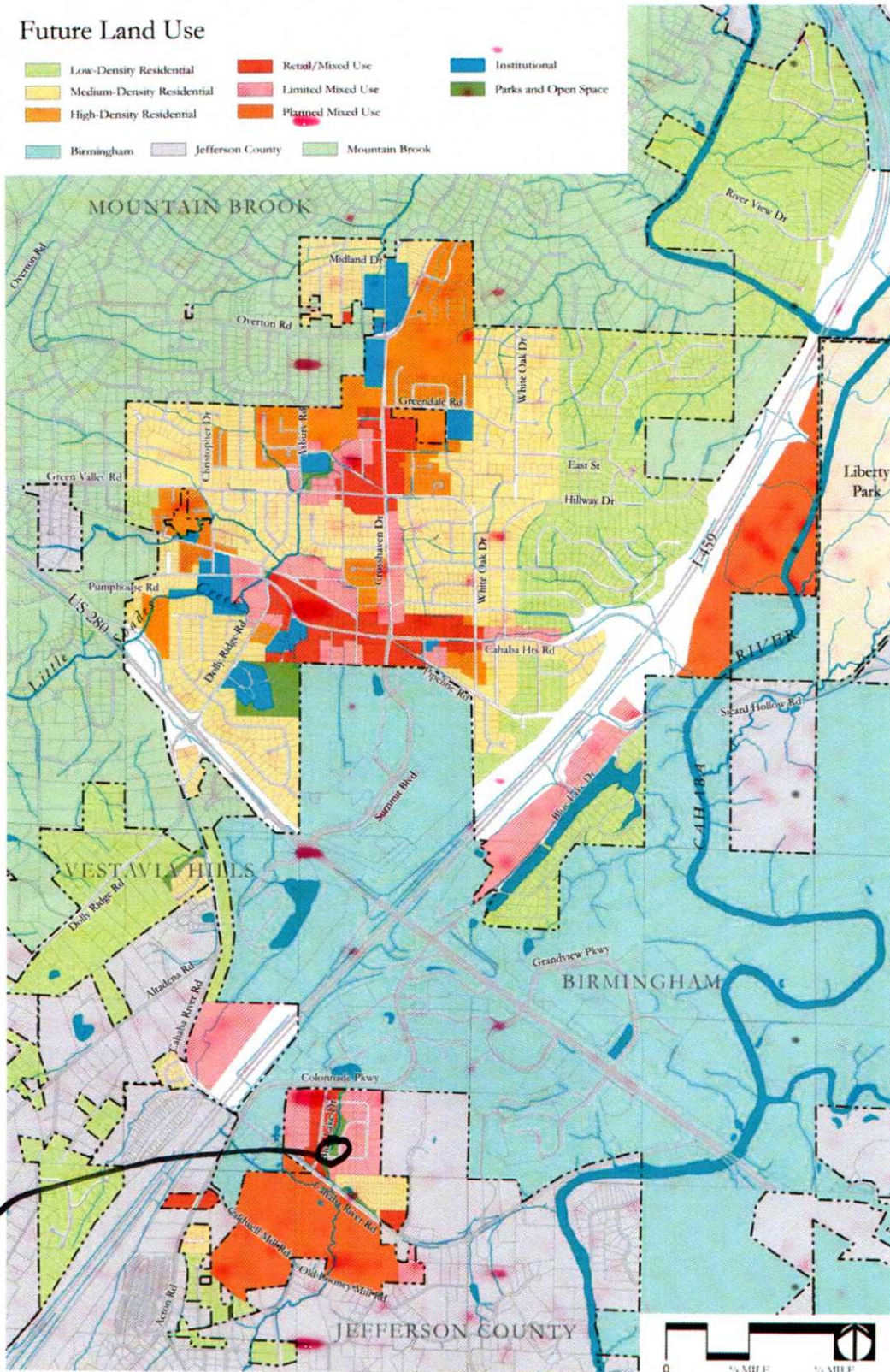


200ft

33.431 -86.730 Degrees

Future Land Use

- | | | |
|--|---|--|
|  Low-Density Residential |  Retail/Mixed Use |  Institutional |
|  Medium-Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High-Density Residential |  Planned Mixed Use | |
|  Birmingham |  Jefferson County |  Mountain Brook |



Subject Property

Figure 4: Future Land Use Map

REVISIONS	NO.	DESCRIPTION	DATE

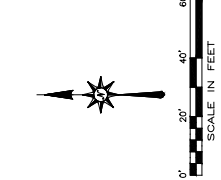
QUARTER - SECTION	TOWNSHIP	RANGE

RE-ZONING EXHIBIT		
H2 CLINIC	OWNER	
AWM ARCHITECTS	DESIGNER	
COORDINATE FILE		
LAST FIELD SURVEY DATE		
DATE	SCALE	
CHECKED BY	SCALE	
DRAWN BY	CHECKED BY	
FIELD BOOK/PAGE	DATE	
CAD FILE		

GOZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
 2179 PARKWAY LAKE DRIVE
 HOOPER, ALABAMA 36224
 PHONE: (205) 942-2148
 FAX: (205) 942-0928
 www.Gozalez-Strength.com
 © Copyright 2006

Exhibit - Ordinance No. 26

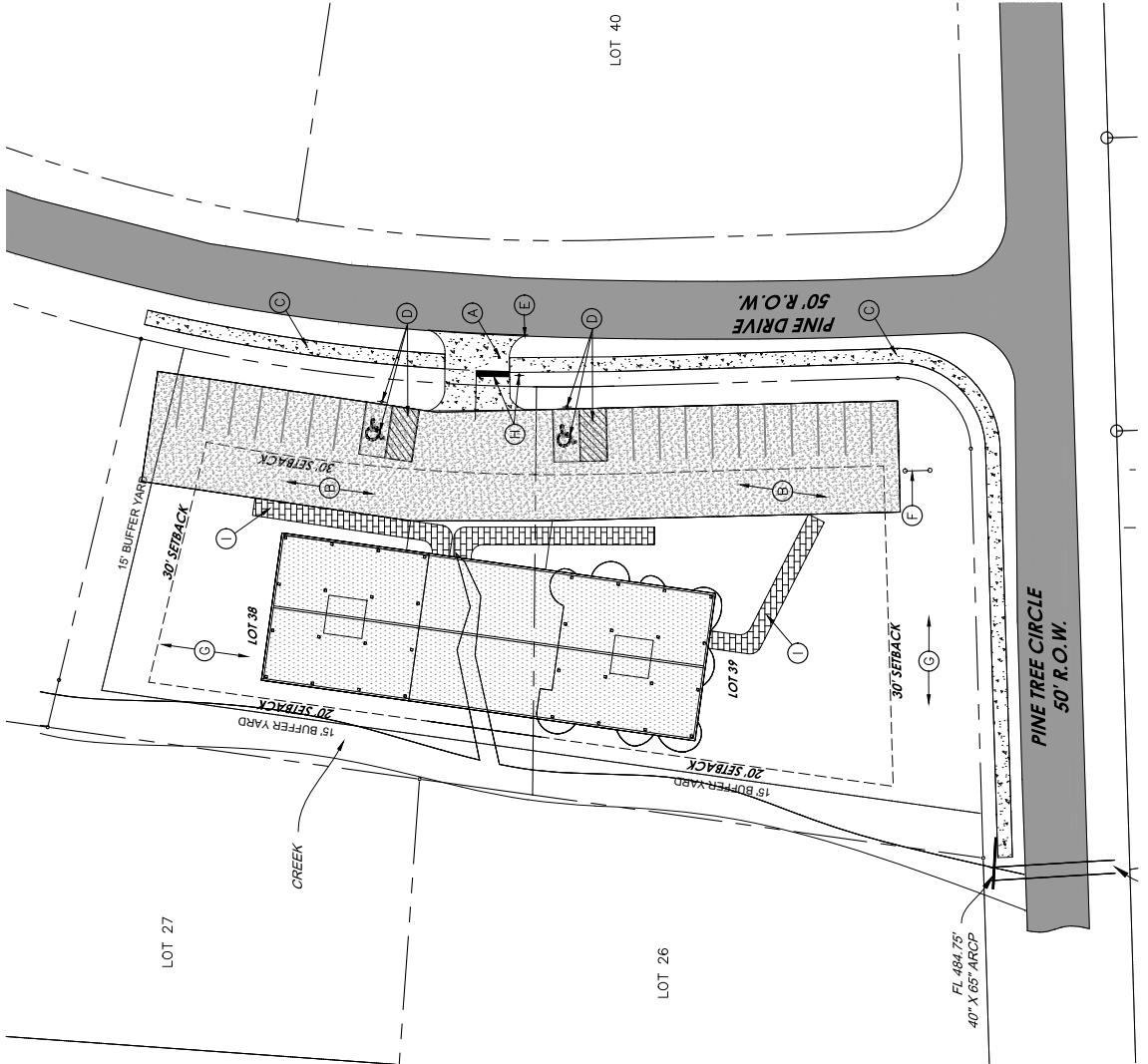
PROJECT NO.	16A041001
EXHIBIT NO.	EXH-1



- SITE LEGEND**
- (A) CONCRETE PAVING REQ'D. - TYPICAL
 - (B) GRAVEL SURFACE TREATMENT REQ'D. - TYPICAL. STRIPING ON GRAVEL SHOW ONLY AS A GUIDE FOR DIMENSIONING PURPOSES.
 - (C) RIGHT OF WAY SIDEWALK REQ'D.
 - (D) ACCESSIBLE PARKING SPACE, SIGN, SYMBOL, AND ACCESSIBLE REQ'D.
 - (E) TRAILING CABLE AND POWER POLES AND SIGNALS SHALL BE MAINTAINED AND POSITIVE CLEARANCE SHALL BE MAINTAINED AT ALL TIMES.
 - (F) PRIMARY IDENTIFICATION SIGN
 - (G) SELECT EXISTING HARDWOOD TREES TO REMAIN.
 - (H) 41'-1" STOP SIGN AND STOP BAR REQ'D.
 - (L) ARCHITECTURAL PAVERS - TYPICAL

LEGEND

	EXISTING STORM SEWER
	EXISTING BUILDING LINE
	PROPOSED BUILDING LINE
	EXISTING IMPROVEMENTS
	PROPOSED CURBS AND GUTTERS
	PROPOSED PAINT STRIPING
	PROPOSED IMPROVEMENTS
	EASEMENT LINE
	SETBACK LINE
	EXISTING ELEVATION
	PROPOSED ELEVATION
	PROPOSED FLOOD SEWER
	PROPOSED SANITARY SEWER
	PROPOSED BUILDING
	PROPOSED POWER
	PROPOSED GAS
	PROPOSED WATER
	PROPOSED TELEPHONE
	PROPOSED CABLE
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING POWER
	EXISTING GAS
	EXISTING WATER
	EXISTING TELEPHONE
	EXISTING CABLE
	PROPOSED ELEVATION
	SEWER CLEANOUT
	WATER VALVE
	FIRE HYDRANT
	TELEPHONE POLE
	LIGHT POLE



PROPOSED MEDICAL OFFICE BUILDING FOR DR. SHIRLEY & DR. SHIRLEY
ZONING APPLICATION PRESENTATION
NOVEMBER 10, 2016

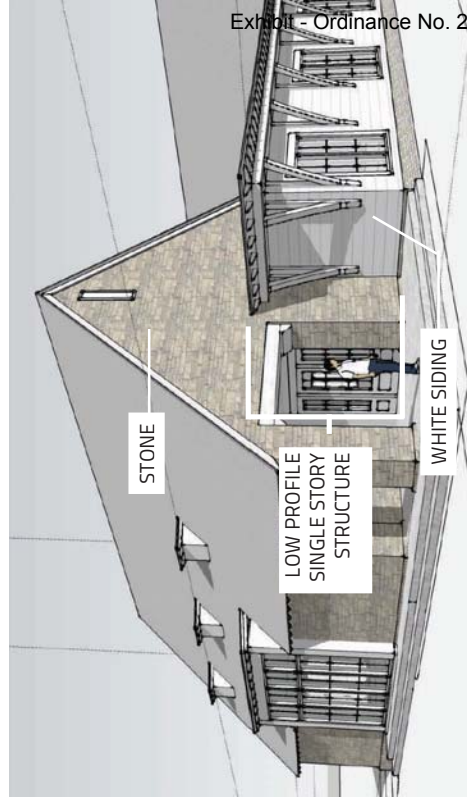
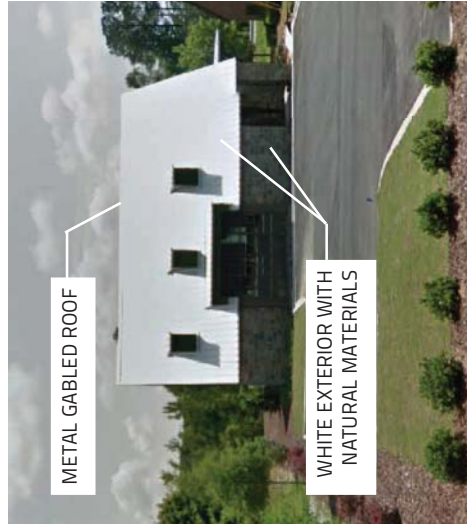
3111 PINE TREE DRIVE
VESTAVIA HILLS, AL



+



TAKING CUES FROM NEIGHBORING BUILDINGS



RESIDENTIAL ARCHITECTURAL DESIGN STRATEGIES



METAL GABLE ROOF

NATURAL WOOD TRIM

NATURAL WHITE STUCCO EXTERIOR

WOOD ENTRY STAIRS

NATIVE, DROUGHT-RESISTANT LANDSCAPING

ELEVATE BUILDING ON PIERS TO MINIMIZE SITE IMPACT

WOOD FENCE-LIKE PRIVACY SCREEN
PERMEABLE PARKING SURFACE

METAL GABLE ROOF

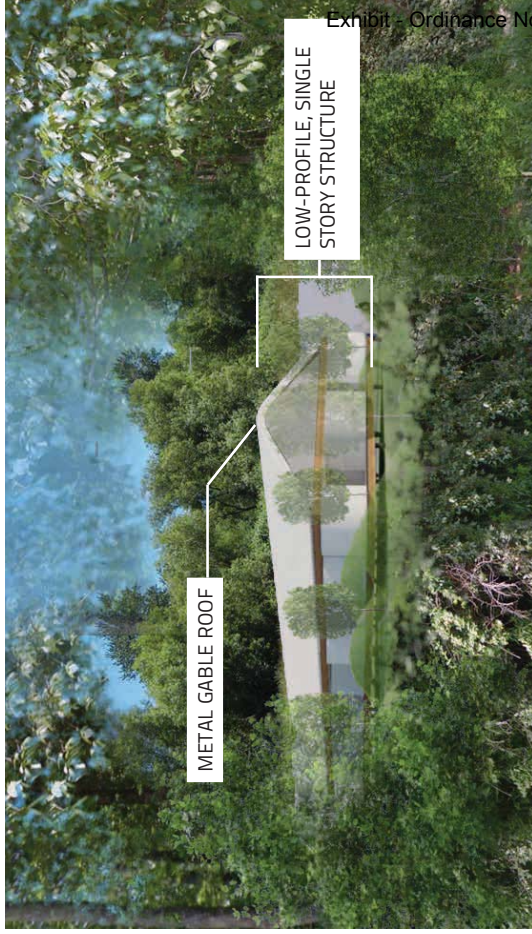
ROOF TRELLIS SHADES ENTRY
PORCH & BUILDING BELOW

GREEN ROOF



LOW-PROFILE
SINGLE STORY
STRUCTURE

WOOD FENCE-LIKE PRIVACY SCREEN
POSSIBLE SOLAR CANOPY SHADES PARKING SPACES BELOW



METAL GABLE ROOF

LOW-PROFILE, SINGLE
STORY STRUCTURE

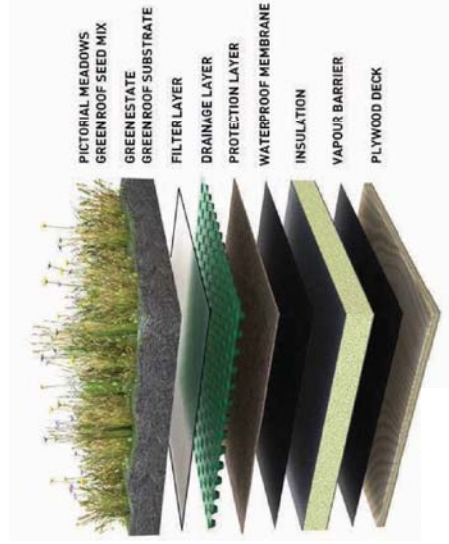
NOTE: TREES REMOVED IN RENDERING TO SEE BUILDING

SYS-TAINABLE BUILDING GOALS | PAGE 1

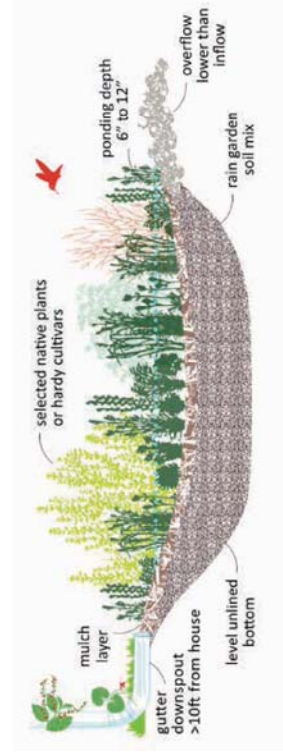
WATER MANAGEMENT



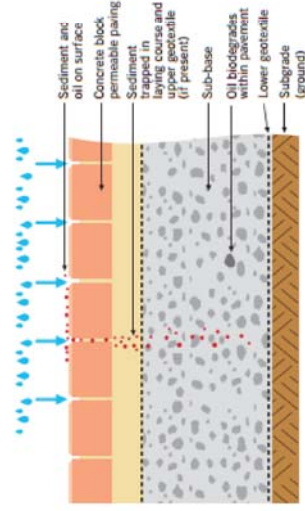
GREEN ROOF WITH NATIVE PLANTINGS



RAIN GARDEN & NATURAL CREEK EDGE NATIVE PLANTINGS



PERMEABLE PARKING SURFACE

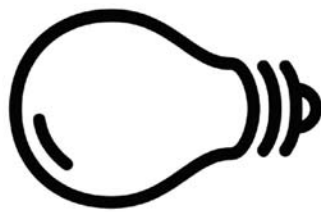


SYS-TAINABLE BUILDING GOALS | PAGE 2

HIGH-EFFICIENCY SYSTEMS



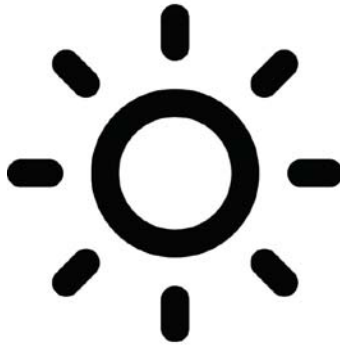
25 kW SOLAR CAR CANOPY CAPTURES SOLAR ENERGY, WHILE SIMULTANEOUSLY SHADING PARKING SPACES BELOW. THAT'S ENOUGH ENERGY TO POWER 2.5 AVERAGE AMERICAN HOMES



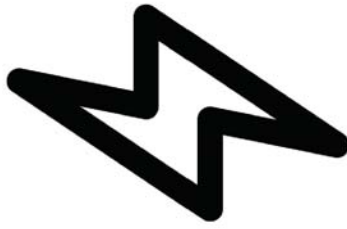
HIGH-EFFICIENCY LIGHTING FIXTURES
REDUCE ENERGY CONSUMPTION OF BUILDING



RECYCLED & RENEWABLE MATERIALS REDUCE IMPACT ON LANDFILL DURING CONSTRUCTION & LIFETIME OF BUILDING



UTILIZING NATURAL LIGHT TO ILLUMINATE INTERIOR SPACES
REDUCES NEED FOR ARTIFICIAL LIGHTING, ULTIMATELY REDUCING ENERGY CONSUMPTION



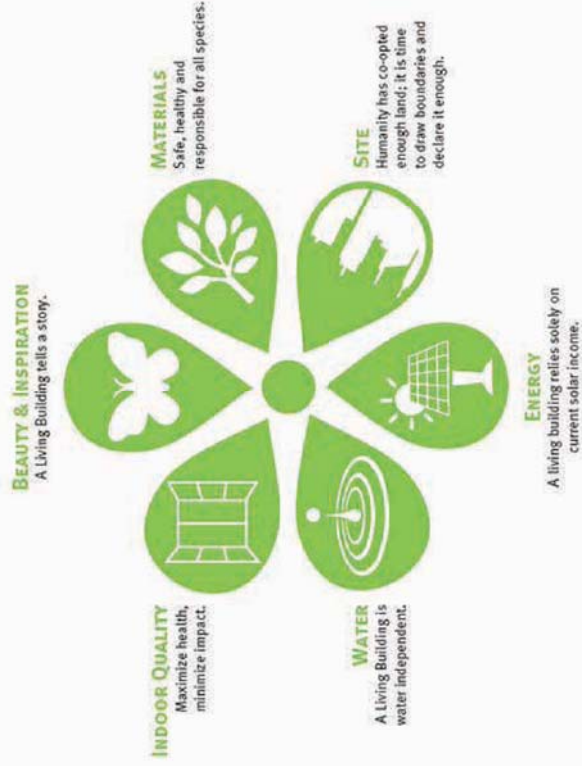
HIGH-EFFICIENCY MECHANICAL EQUIPMENT FOR VENTILATION, HEATING, COOLING AND MORE.
REDUCES CARBON FOOTPRINT OF BUILDING

SYS-TAINABLE BUILDING GOALS | PAGE 3



**LIVING
BUILDING
CHALLENGE**SM

The Living Building Challenge™ is a building certification program, advocacy tool and philosophy that defines the most advanced measure of sustainability in the built environment possible today and acts to rapidly diminish the gap between current limits and the end-game positive solutions we seek.



LIVING BUILDING CHALLENGE PRECEDENTS



CLINT JOSEY PAVILION // DECATUR, TX



OMEGA CENTER FOR SUSTAINABLE LIVING // RHINEBECK, NY



PACKARD FOUNDATION HEADQUARTERS // LOS ALTOS, CA

ORDINANCE NUMBER 2690

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

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills O-1 (office district) to Vestavia Hills INST (institutional district):

2053 Columbiana Road
Lot 1, Resurvey of Lot 9, Resurvey of Shady Rock
Shades Mountain Baptist Church, Owner(s)

APPROVED and ADOPTED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

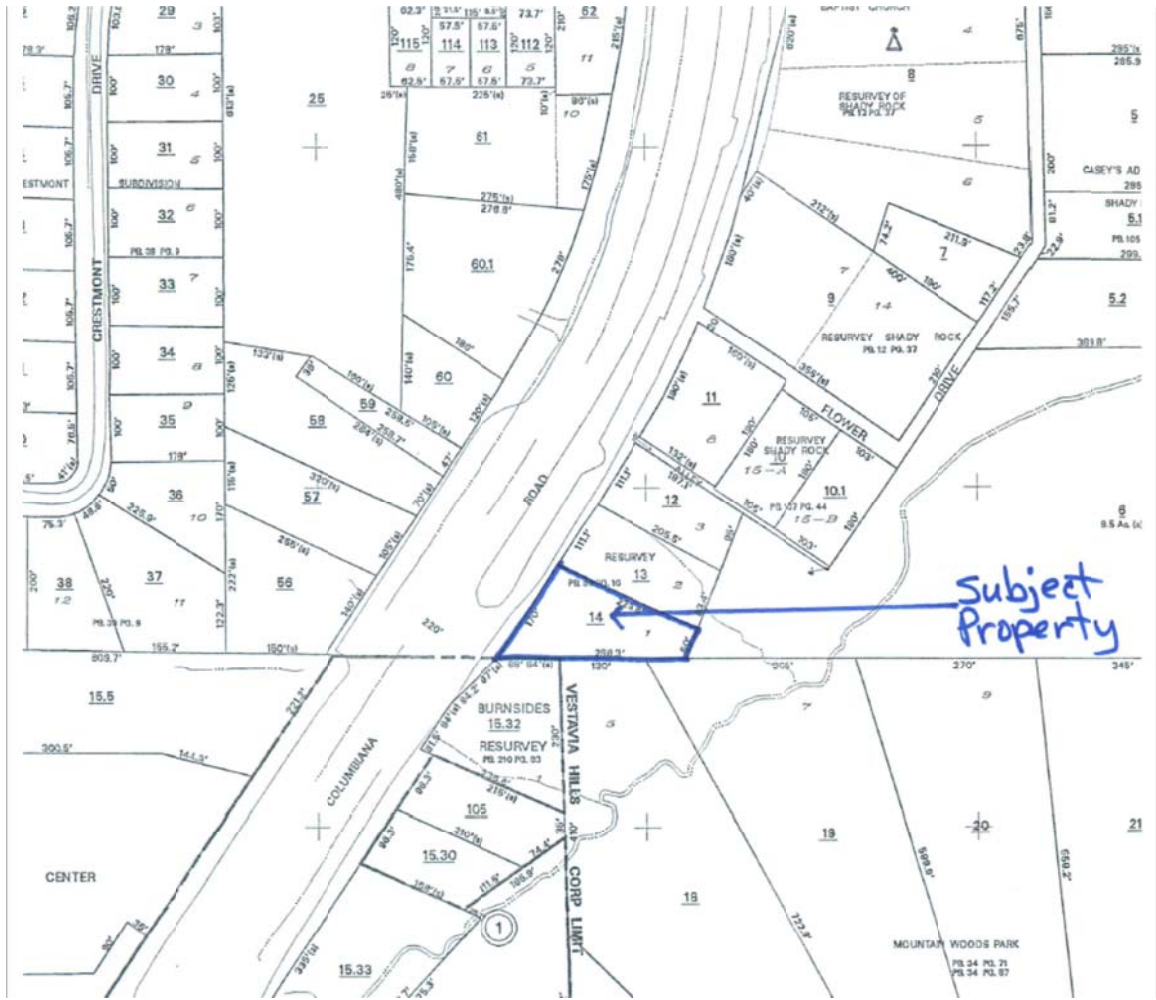
Rebecca Leavings
City Clerk

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 # 2690 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 28th day of December, 2016 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 _____, 2016.

Rebecca Leavings
City Clerk



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

Date: **OCTOBER 13, 2016**

- **CASE: P-1016-41**
- **REQUESTED ACTION:** Vestavia Hills O-1 To Vestavia Hills Inst.
- **ADDRESS/LOCATION:** 2053 Columbiana Rd.
- **APPLICANT/OWNER:** Shades Mountain Baptist Church
- **REPRESNTING AGENT:**
- **GENERAL DISCUSSION:** Church purchased adjacent lot to the south and intends to tear the house down and use the lot for additional open space. A structure may be built at a later date. See attached plan and description.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for mixed office & neighborhood retail and corridor beautification.
- **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: Add condition that the house must be torn down within 9 months of rezoning.
 2. **City Engineer Review:** Currently reviewing plans.
 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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval 2053 Columbiana Rd. from Vestavia Hills O-1 To Vestavia Hills Inst. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. House – yes

Mr. Visintainer – yes

Motion carried

Mr. Burrell – yes

Mr. Wolfe – abstained

Mr. Brooks – yes

Vicinity Sketch

2053 Columbiana Road; Vestavia Hills, Alabama 35216



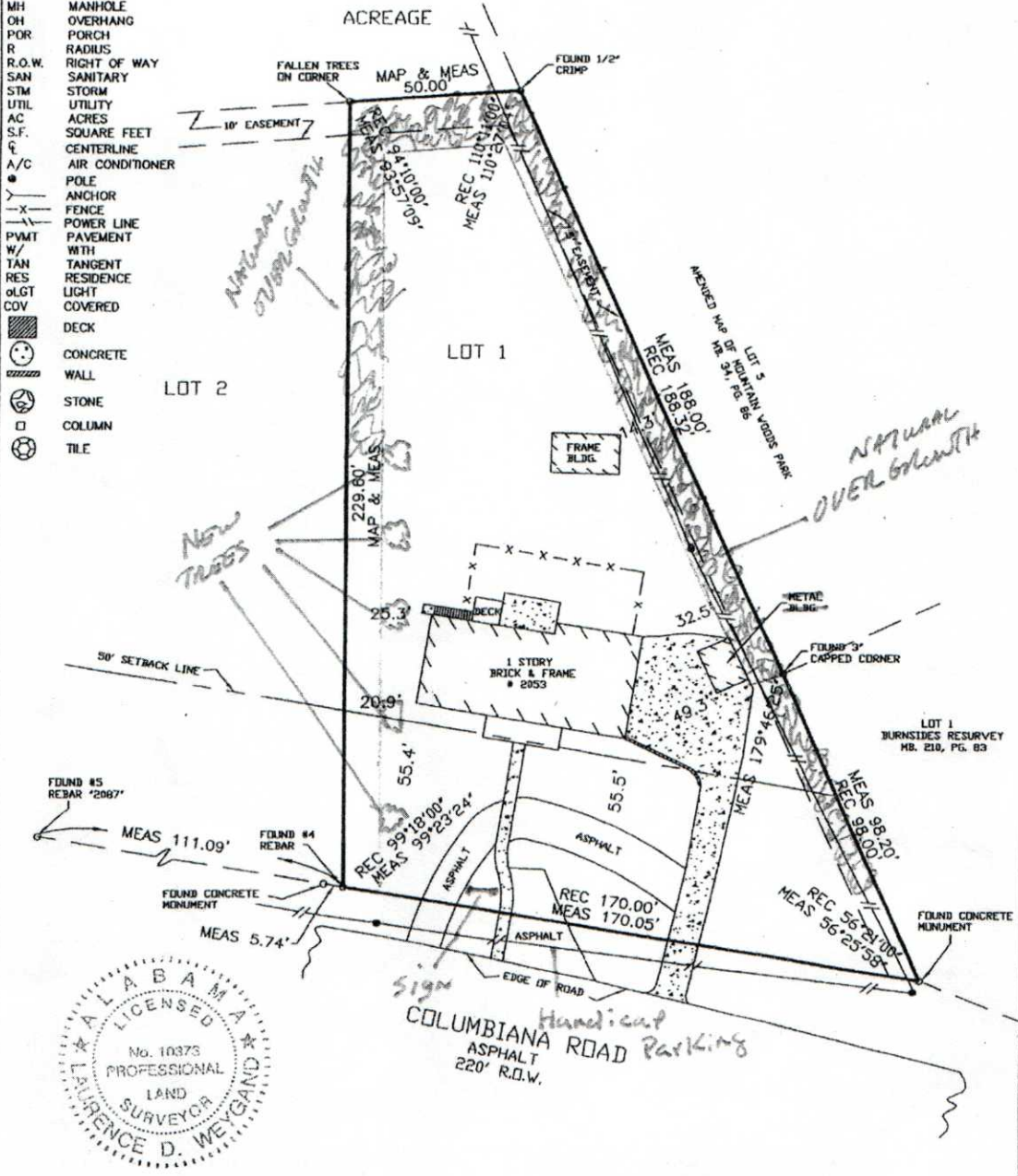
BEFORE



AFTER

LEGEND

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



STATE OF ALABAMA) ***CLOSING SURVEY*** *(RECORDED IN MAP BOOK 12, PG. 37)
 JEFFERSON COUNTY) AND PART OF THE N.E.1/4 OF THE S.W.1/4
 OF SEC 25, T18S, R3W, JEFFERSON COUNTY, ALABAMA

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Roy Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 1, Block 10, A RESURVEY OF LOT 9, RESURVEY OF SHADY RUCK as recorded in Map Volume 65, Page 10, in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown above. That I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of November 27, 2006.
 Survey invalid if not sealed in red.

Order No.: 26684
 Purchaser: POWELL
 Address: 2053 COLUMBIANA ROAD
 Flood Zone: X Map Number: 01073C 0566G

Laurence D. Weygand
 Laurence D. Weygand, Reg. P.E.-L.S. #10373
 Roy Weygand, Reg. L.S. #24973
 169 Oxmoor Road, Homewood, AL 35209
 Phone: (205) 942-0086 Fax: (205) 942-0087
 Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown herein was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown herein is subject to electric, telephone, utility and overhead lines that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, tunnels, and/or other underground structures were not located unless otherwise noted. We do not look for underground owners or file multiple owners. (d) The shown north arrow is based on deed/record map.

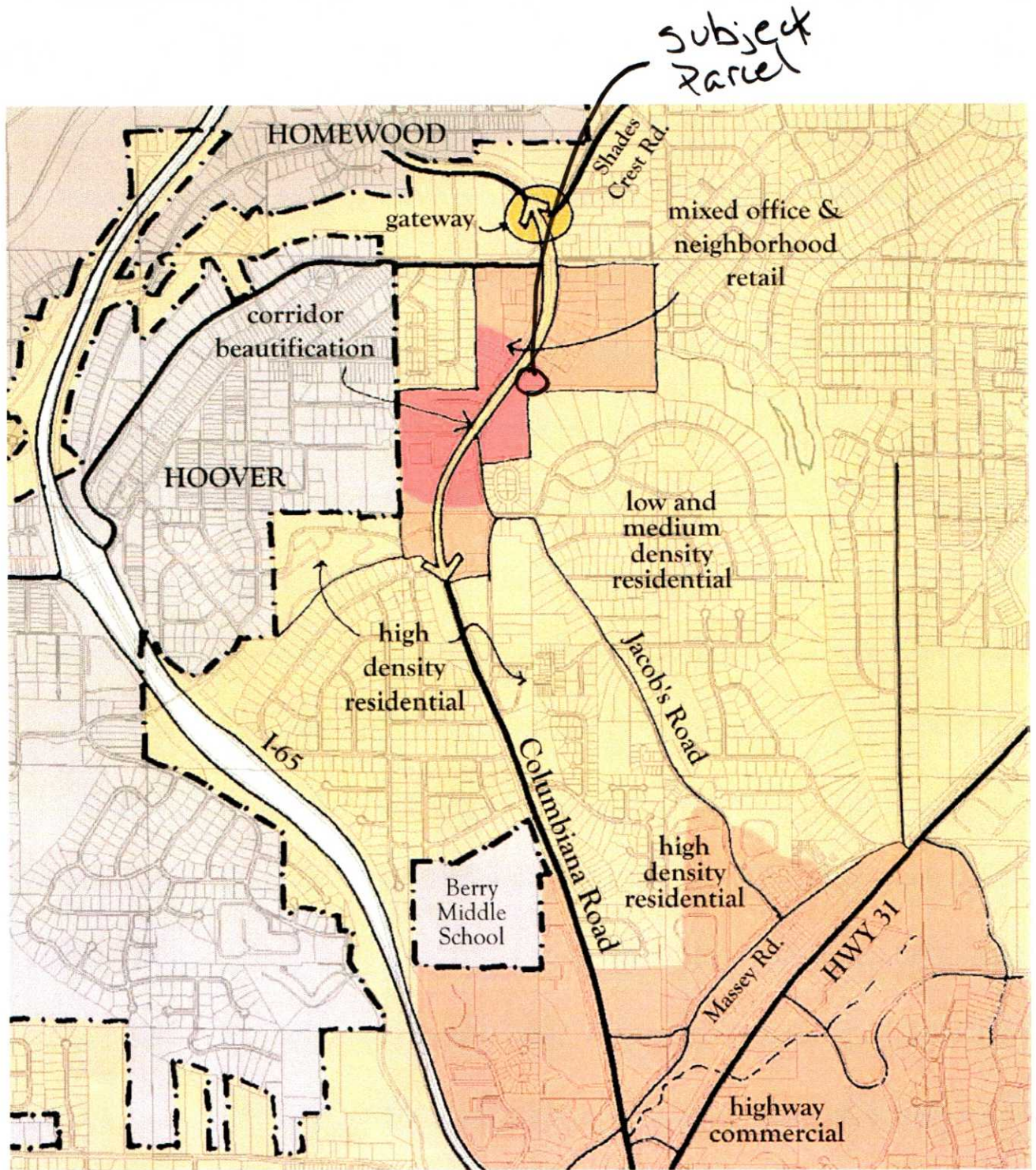


Figure 20: Columbiana Road
Land Use Analysis

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

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



