

**Vestavia Hills  
City Council Agenda  
March 13, 2017  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Dr. Scott Guffin, Pastor, Liberty Park Baptist Church
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Presentation – Tim Alexander In Support Of UAB Athletics/UAB Football, Bowling And Rifle Teams
7. Proclamation – Day of Prayer and Thanksgiving – April 18, 2017
8. City Manager’s Report
9. Councilors’ Reports
10. Approval of Minutes –February 20, 2017 (Work Session) and February 27, 2017 (Regular Meeting)

**Old Business**

11. Resolution Number 4926 – Annexation – 90-Day – 3139 Renfro Road; Lot 9, Block 2, S. Vestavia Estates; Pamela and Joey Snow, Owners (*public hearing*)
12. Ordinance Number 2697 – Annexation – Overnight – 3139 Renfro Road; Lot 9, Block 2, S. Vestavia Estates; Pamela and Joey Snow, Owners (*public hearing*)
13. Resolution Number 4927 – Annexation – 90-Day – 2696 Altadena Road; Lot 1-A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin, Owners (*public hearing*)
14. Ordinance Number 2698 – Annexation – Overnight – 2696 Altadena Road; Lot 1-A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin, Owners (*public hearing*)
15. Resolution Number 4928 – Annexation – 90-Day – 2611 April Drive, Lot 9, Altadena Acres; Charles and Stephanie Langer, Owners (*public hearing*)
16. Ordinance Number 2699 – Annexation – Overnight – 2611 April Drive, Lot 9, Altadena Acres; Charles and Stephanie Langer, Owners (*public hearing*)
17. Resolution Number 4929 – Annexation – 90-Day – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates, 1<sup>st</sup> Add; Matthew and Jessica Jones, Owners (*public hearing*)
18. Ordinance Number 2700 – Annexation – Overnight – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates, 1<sup>st</sup> Add; Matthew and Jessica Jones, Owners (*public hearing*)

19. Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver Agreements For Whiteway Lighting In The Right-Of-Way Of Highway 31 (*public hearing*)

**New Business**

20. Resolution Number 4930 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

**New Business (Unanimous Consent Requested)**

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

21. Ordinance Number 2695 – An Ordinance Granting Conditional Use Approval For A Home Occupation For The Property Located At 517 Lake Colony Way; Lot 17, Vestlake Village, 4<sup>th</sup> Sector, Phase 1; Eric L. Eitzen, Owner
22. Ordinance Number 2696 – Rezoning – 4553 And 4557 Pine Tree Circle; Lots 14 & 15, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills B-1 (Neighborhood Business District); Bobby And Judy Long And Edward And Marion Jones, Owners
23. Citizen Comments
24. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **WORK SESSION**

**FEBRUARY 20, 2017**

The City Council of Vestavia Hills met in a special planning work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

**MEMBERS PRESENT:**

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

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Rebecca Leavings, City Clerk  
Jim St. John, Fire Chief  
Dan Rary, Police Chief  
Jason Hardin, Police Captain  
Kevin York, Police Captain  
Brian Gilham, Police Lt.

Mr. Downes updated the Council on the following issues:

- Possible franchise agreement for two “small cell technology” companies to allow small cellular antennae in the rights-of-way of the City which, in turn, would yield some franchise fee revenue, based upon gross receipts, as well as possible rental fees from poles utilized by the company. Andy Rotenstreich, representing Crown Castle and Rick Fryer, representing Mobilitie LLC, were on hand to explain the new technology.

### **BIRMINGHAM WATER WORKS**

Darrell Jones and Mac Underwood from the Birmingham Water Works Board were present to address the City Council regarding the status of the drought and the Board’s efforts to increase the supply of water south of Birmingham in times when Lake Purdy is not a full pool. They described their water systems and how they pipe water from various sources. Although they admitted that water was more plentiful north of the City, they showed efforts to eventually link pipelines to allow more water to the southern areas of the City.

Mr. Downes apprised the Council of an incentive request from Slice Pizza that is coming soon at the corner of Timberlake and Cahaba River Road. He stated that this request comes because the City is requesting some improvements to the sewer line to allow access further down Timberlake as well as sidewalks to link the property to Blue Lake Road. The developer is willing to incorporate building of this infrastructure into the project, but needs City incentives in order to make this financially feasible.

Mr. Downes also acknowledged that the Board of Education has sent a letter requesting that the City deed to them certain portions of property at Wald Park and at Cahaba Heights. He showed a map depicting the areas and explained the reason for the request.

Mr. Pierce and Mrs. Cook reviewed the findings of the Annexation Committee and explained some upcoming annexation requests.

There being no further discussion, the work session adjourned at 7:50 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**FEBRUARY 27, 2017**

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, Councilor  
Paul Head, Councilor  
George Pierce, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Jason Hardin, Police Captain  
Kevin York, Police Captain  
Brian Gilham, Police Lt.  
Marvin Green, Deputy Fire Chief  
Terry Ray, Deputy Fire Chief  
George Sawaya, Asst. City Treasurer  
Brian Davis, Public Services Director  
Christopher Brady, City Engineer

Invocation was given by Terry Ray, Assistant Chief, Vestavia Hills Fire Department, followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Mr. Pierce welcomed Ann Hamiter and Scott Perry, board members from the Chamber of Commerce.
- Mrs. Cook welcomed Kendall Millsap from the Library Foundation Board.

## **CITIZEN PRESENTATION**

Jack Norris, 2700 Pruett Place, gave a presentation in dealing with the Jefferson County Board of Equalization and his experiences in protesting the value of his home. He announced an informational session to be held in the Executive Conference Room at City Hall on May 1, 2017, from 2 to 4 PM, in which he will instruct citizens regarding the procedure for requesting reassessment of the value of their real property.

## **CITY MANAGER'S REPORT**

- Mr. Downes stated that the Council has given permission to begin preliminary work on the Community Spaces Master Plan which would include putting out an RFP for a program manager to oversee the entire Community Spaces Plan. He indicated he has developed the RFP and hopes to send it out soon. He invited anyone in the program management world to participate in this request. The RFP will go out on March 1 and, hopefully, they will be returned by the end of March for review and a decision by the Council.
- Invitations for bidding on the City's sanitation contract and will be opened and publicly read on March 1, 2017, at 10 AM, in the Council Chamber. Recommendation for a successful bidder will be coming soon to the Council for approval.
- Mr. Downes stated that some supplemental funding might be needed on the following:
  - IT and security issues and data breach securities have become real concerns. There have been two local cities affected by data breaches and he has asked the IT Department to seek a solution for protection as well as IT security insurance.
  - Mayor Curry, Mrs. Cook and Taneisha Tucker will be interviewing candidates for a communications director to assist in making the City's communication more robust. This information will be forthcoming within the next few weeks.
- The Mayor brought to our attention a weather threat for Wednesday. He stated that the City's Public Services Department will be ready and that he also wanted to remind everyone of an Action Center item that will be activated during times of crises for reporting of non-emergency information that does need careful, prompt attention but doesn't demand immediate emergency attention.
  - Mayor Curry explained that he heard more information regarding ransomware and he agrees that the City needs more IT security and that such threats should be taken seriously.
- Mr. Downes stated that the playground equipment for Meadowlawn should be in by next week, weather permitting. Mr. Brady indicated that parking lot construction was proceeding today.

### **COUNCILORS' REPORTS**

- Mrs. Cook stated that she and Councilor Weaver have been working with school officials, PTO and City Staff to work out a plan to alleviate traffic congestion on Sicard Hollow Road during peak carpool times. She stated that they expect to implement the plan when school resumes after spring break.
- Mrs. Cook stated that she has been talking to the City Manager and working with the Police Department to gather information on East Street traffic concerns and will continue to work with Mountain Brook and their soccer club to help the traffic situation there.
- Mrs. Cook stated that preliminary facility information was given out from the demographic data that is being accumulated and the Board is still waiting on the second part of the report—the subdivision yield analysis. The report from the work session is available on the Board's website under the agenda items for the work session.
- Mr. Pierce stated that he attended the Chamber Board meeting. Membership continues to grow and new Board members have taken office for the 2017 year. He announced a reception and dinner scheduled at the Vestavia Country Club next Thursday beginning at 6:45. Honorees include former mayor, Alberto "Butch" Zaragoza, Jr., along with Andy and Jan Thrower, co-founders of aTeam Ministries. Tickets are still available.
- Mr. Weaver stated that the wrestling team won the state championship in Huntsville and the basketball team won a regional tournament which qualifies them for the Final Four competition at the Civic Center, beginning next week.
- Mr. Head stated that baseball season has begun and he took a look at the Cahaba Heights fields--they are ready for play.
- Mayor Curry stated there will be a Town Hall meeting on March 20, beginning at 6 PM, in conjunction with Help the Hills, through Leadership Vestavia Hills. This will be coordinated with the school board as a program that will help to address youth drug and alcohol problems using students, parents, etc. He invited everyone to attend.

### **FINANCIAL REPORT**

George Sawaya presented the financial reports for month ending January 2017. He read and explained the balances.

### **APPROVAL OF MINUTES**

The minutes of the February 13, 2017 (Regular Meeting) were presented for approval:

**MOTION** Motion to dispense with the reading of the minutes of February 13, 2017 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

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

**OLD BUSINESS**

**RESOLUTION NUMBER 4920**

**Resolution Number 4920 – Annexation – 90-Day – 2419 Dolly Ridge Road; Jason and Stephanie Robinson, Owners (public hearing)**

**MOTION** Motion to approve Resolution Number 4920 was by Mr. Pierce and second was by Mr. Weaver.

Mr. Pierce read the report from the standing Annexation Review Committee. The Committee determined that the subject property was contiguous to the City, compatible in land use and located within the area depicted in the 2006 Task Force Report. The City Engineer noted a concern with a drainage pipe that needed clearing. The Committee noted a concern that the individual household appraised value through Jefferson County is \$160,000. He reminded everyone that the preference of the City is generally a threshold of at least \$225,000 or better. Mrs. Cook noted that the median home value in the community is actually much higher than that according to the latest census results. The property is surrounded by properties within the City. The family has three children, one of which is currently school age.

Mrs. Cook stated that the Board of Education representative was not in favor of the annexation.

Mr. Weaver pointed out the lack of control over the property should it remain in the County.

Mayor Curry evaluated the amount of City levy of taxes that are contributed to the Board of Education and to the City. He stated that the Board indicates that they spend an average of \$5,000 per child and that even a \$400,000 home doesn't come close to producing that amount in ad valorem tax revenue. He indicated that he did not believe that the value of the home should be the primary factor in determining annexation; the Council should evaluate all aspects of the property, including location. He also pointed out that the homes surrounding this property would be affected, should the use or value of this particular home go down. Also, filling in a "gap" in the City would help for all City services. The Mayor pointed out that the study done in 2006 made the recommendation to bring in properties surrounded by Vestavia Hills, a total of about 600 homes for greater continuity of the City. The School Board was a part of that study.

Mr. Head asked if the School Board is concerned about the value of the home or a geographic issue. Mr. Pierce stated that it is more of an economic concern.



Discussion ensued regarding properties adjacent to this property that might be affected should the value of this home decrease as well as prospects for renovations or additions to the home.

Mr. and Mrs. Robinson were present to provide information regarding their application. Mr. Robinson stated that he provided information to the Council earlier regarding other homes in Vestavia Hills that have been purchased and renovated within the City and were sold, subsequently, at a higher price. He stated that they take pride in their homes and are constantly doing upgrades to the homes in which they invest and reside. He stated that they have no plans to add square footage, but are updating the interior and exterior of the property.

Mayor Curry stated that he did review that information and they did noticeable improvements to the previous properties.

Mr. Robinson stated that they have been paying \$408 tuition every month since moving here and while awaiting a request for annexation to come before the Council.

Mr. Pierce asked about the pipe that was noted as problematic by the City Engineer. Mr. Brady stated that they have discussed the pipe, but haven't begun repairs. He felt sure that the problem could be easily addressed if the property were annexed.

Mr. Robinson stated that they have begun to dig out the pipe and will complete the repairs if the annexation is approved. He stated that they have lived in the City for approximately five years and both parents are involved volunteering in youth sports, the school library and Girl Scouts. He stated that they want to remain a part of the community.

Mrs. Cook stated that the Board representative indicated that the timing of these annexation requests should be carefully considered at this time in order to allow them to have time to catch up and develop growth plans for the school system. She stated that it is not so much financial, but more a concern of space and time required to catch up on building and renovating school facilities.

The Mayor opened the floor for a public hearing.

Donald Harwell, 1357 Willoughby Road, pointed out that the children are already in Vestavia Hills schools. If so, space shouldn't be a problem. He stated that no matter where you live, you are supporting the County schools as well as City schools.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**ORDINANCE NUMBER 2694**

**Ordinance Number 2694 – Annexation – Overnight – 2419 Dolly Ridge Road; Jason and Stephanie Robinson, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2694 was by Mr. Pierce and second was by Mr. Weaver.

Ms. Leavings explained this is an overnight annexation of the same properties. She gave a brief update of the differences in the annexation methods being used and the reasons for them.

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

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

**ORDINANCE NUMBER 2693**

**Ordinance Number 2693 – An Ordinance Adopting Supplement I And II To The Vestavia Hills Code Of Ordinances, Republished 2013 (public hearing)**

Mr. Downes explained that this is a formality to bring the City’s published Code of Ordinances up-to-date, since the last re-publication was a few years ago.

**MOTION** Motion to approve Ordinance Number 2693 was by Mr. Pierce and second was by Mr. Weaver.

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

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

**RESOLUTION NUMBER 4924**

**Resolution Number 4924 – A Resolution Rescinding Resolution Number 3599 And To Establish The Process For Selecting Members Of The Vestavia Hills Board Of Education (public hearing)**

**MOTION** Motion to approve Resolution Number 4924 was by Mrs. Cook and second was by Mr. Weaver.

Mrs. Cook stated that this Resolution is a revision of the process for the selection of applicants for the Board of Education, which includes a declaration on the application of possible conflicts of interest. She explained that it also updates the Resolution to provide for the use of newer technology for notifications, etc. She stated that Mr. Boone reviewed the information and found no problems.

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

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

## **NEW BUSINESS**

### **RESOLUTION NUMBER 4925**

**Resolution Number 4925 - A Resolution Accepting The Dedication Of Pump House Lane; Guy K. Mitchell, Jr.**

**MOTION** Motion to approve Resolution Number 4925 was by Mrs. Cook and second was by Mr. Weaver.

Mr. Downes explained that this is a Resolution that accepts the only street in the Pump House Lane subdivision. The developers have substantially completed the subdivision and are offering it for dedication. The City Engineer has inspected the street and has recommended acceptance.

Mr. Brady stated that the street has been paved within the last year and he found no problems with dedication. Another bond will be issued for maintenance for a period of one year, once dedicated.

Keith Russell was present in regard to this matter. He stated that they have delivered a very good subdivision and an eight-inch road surface with colored concrete on the drives, curbs, etc. He stated that they requested that this dedication be done last April.

There being no one to address the Council, 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 March 13, 2017 at 6:00 PM.

- Resolution Number 4926 – Annexation – 90-Day – 3139 Renfro Road; Lot 9, Block 2, S. Vestavia Estates; Pamela and Joey Snow, Owners (*public hearing*)
- Ordinance Number 2697 – Annexation – Overnight – 3139 Renfro Road; Lot 9, Block 2, S. Vestavia Estates; Pamela and Joey Snow, Owners (*public hearing*)
- Resolution Number 4927 – Annexation – 90-Day – 2696 Altadena Road; Lot 1-A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin, Owners (*public hearing*)
- Ordinance Number 2698 – Annexation – Overnight – 2696 Altadena Road; Lot 1-A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin, Owners (*public hearing*)
- Resolution Number 4928 – Annexation – 90-Day – 2611 April Drive, Lot 9, Altadena Acres; Charles and Stephanie Langner, Owners (*public hearing*)
- Ordinance Number 2699 – Annexation – Overnight – 2611 April Drive, Lot 9, Altadena Acres; Charles and Stephanie Langner, Owners (*public hearing*)
- Resolution Number 4929 – Annexation – 90-Day – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates, 1<sup>st</sup> Add; Matthew and Jessica Jones, Owners (*public hearing*)
- Ordinance Number 2700 – Annexation – Overnight – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates, 1<sup>st</sup> Add; Matthew and Jessica Jones, Owners (*public hearing*)
- Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver An Agreement With Innovis Lighting For Whiteway Lighting In The Right-Of-Way Of Highway 31 (*public hearing*)

**CITIZEN COMMENTS**

Mr. Pierce indicated that there was a backlog of annexation requests because the previous Council delayed processing of new applications for a period of six months in advance of the City's municipal elections to provide more flexibility for the incoming Council.

Mr. Weaver asked to receive a larger map depicting the locations of the pending annexation requests.

Mrs. Cook stated that Ms. Leavings is working with Jefferson County to update the city's assessment of the median house value in the City.

Donald Harwell, 1357 Willoughby Road, stated that he appreciates the time that the Council gives for the City. He read several definitions of a patriot and a candidate and indicated that officials should adhere to a certain dress code, when representing the City; no matter what the event might be, business attire should be worn out of respect for the office.

At 7:22 PM, Mr. Pierce made a motion to adjourn; seconded by Mr. Weaver. Meeting adjourned at 7:23 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 4926**

**A RESOLUTION PROPOSING THE ANNEXATION OF  
CERTAIN TERRITORY TO THE CORPORATE LIMITS  
OF THE CITY OF VESTAVIA HILLS, ALABAMA.**

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated October 6, 2016, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of March, 2017; and

**WHEREAS**, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

**WHEREAS**, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of March, 2017.

2. That on the 26th day of June, 2017, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4926 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

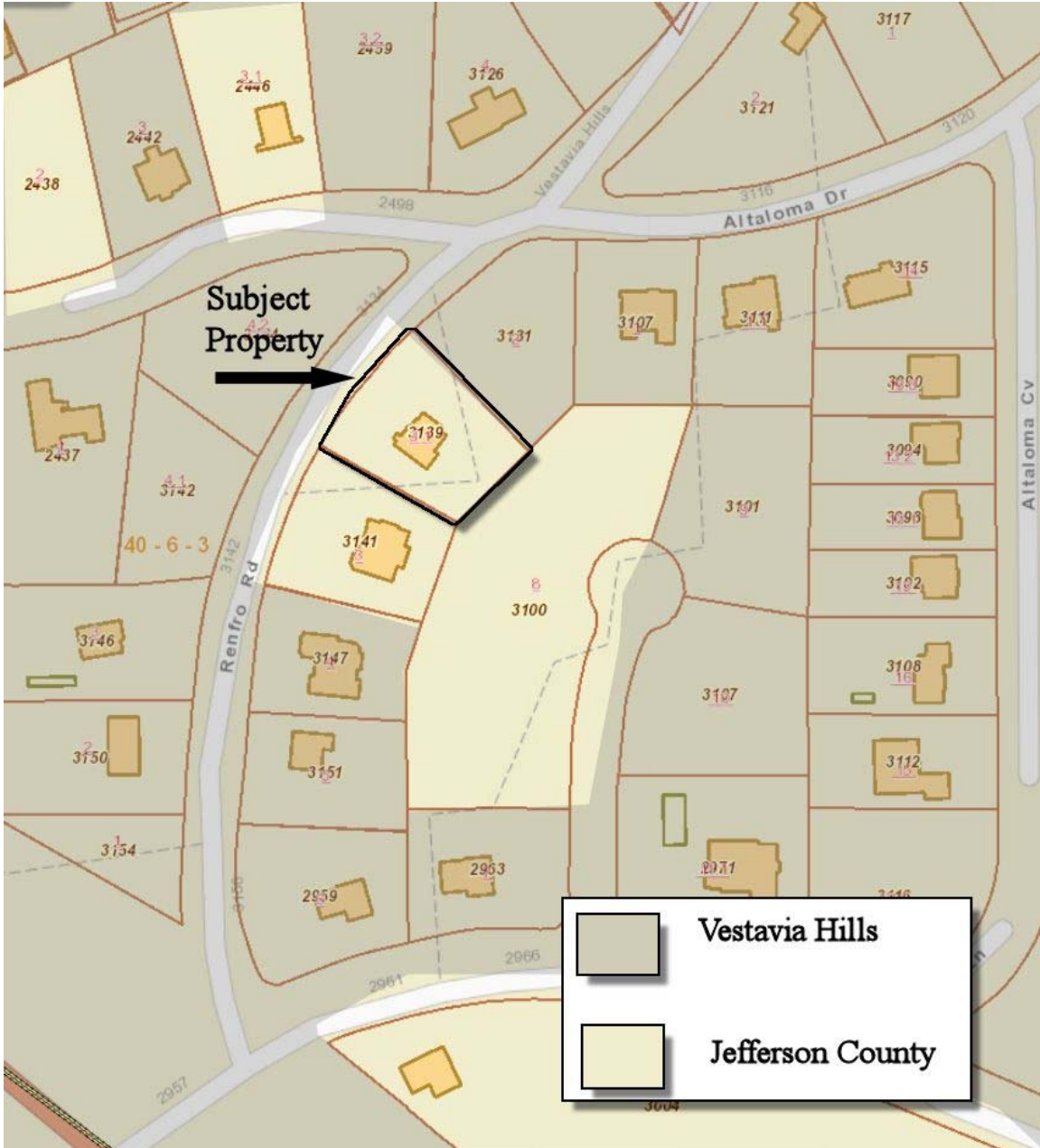
3139 Renfro Road  
Lot 9, Block 2, South Vestavia Estates  
Pamela and Joey Snow, Owner(s)

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





**PARCEL #:** 40 00 06 3 007 003.001 [ 111-A0 ] Baths: 2.5 H/C Sqft: 2,384  
**OWNER:** SNOW JOEY & PAM 18-032.0 Bed Rooms: 4 Land Sch: G2  
**ADDRESS:** 3139 RENFRO RD VESTAVIA AL 35216-4111 Land: 100,000 Imp: 319,500 Total: 419,500  
**LOCATION:** 3139 RENFRO RD AL 35216 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2016

[SUMMARY](#) [LAND](#) [BUILDINGS](#) [SALES](#) [PHOTOGRAPHS](#) [MAPS](#)

**SUMMARY**

<b>ASSESSMENT</b>		<b>VALUE</b>	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$100,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
		BLDG 001	111 \$319,500
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$419,500]:	\$419,500
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE: \$388,000.00	BOE VALUE: 0	MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$41,960	\$272.74	\$4,000	\$26.00	\$246.74
COUNTY	3	2	\$41,960	\$566.46	\$2,000	\$27.00	\$539.46
SCHOOL	3	2	\$41,960	\$344.07	\$0	\$0.00	\$344.07
DIST SCHOOL	3	2	\$41,960	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$41,960	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$41,960	\$214.00	\$0	\$0.00	\$214.00
SPC SCHOOL2	3	2	\$41,960	\$704.93	\$0	\$0.00	\$704.93

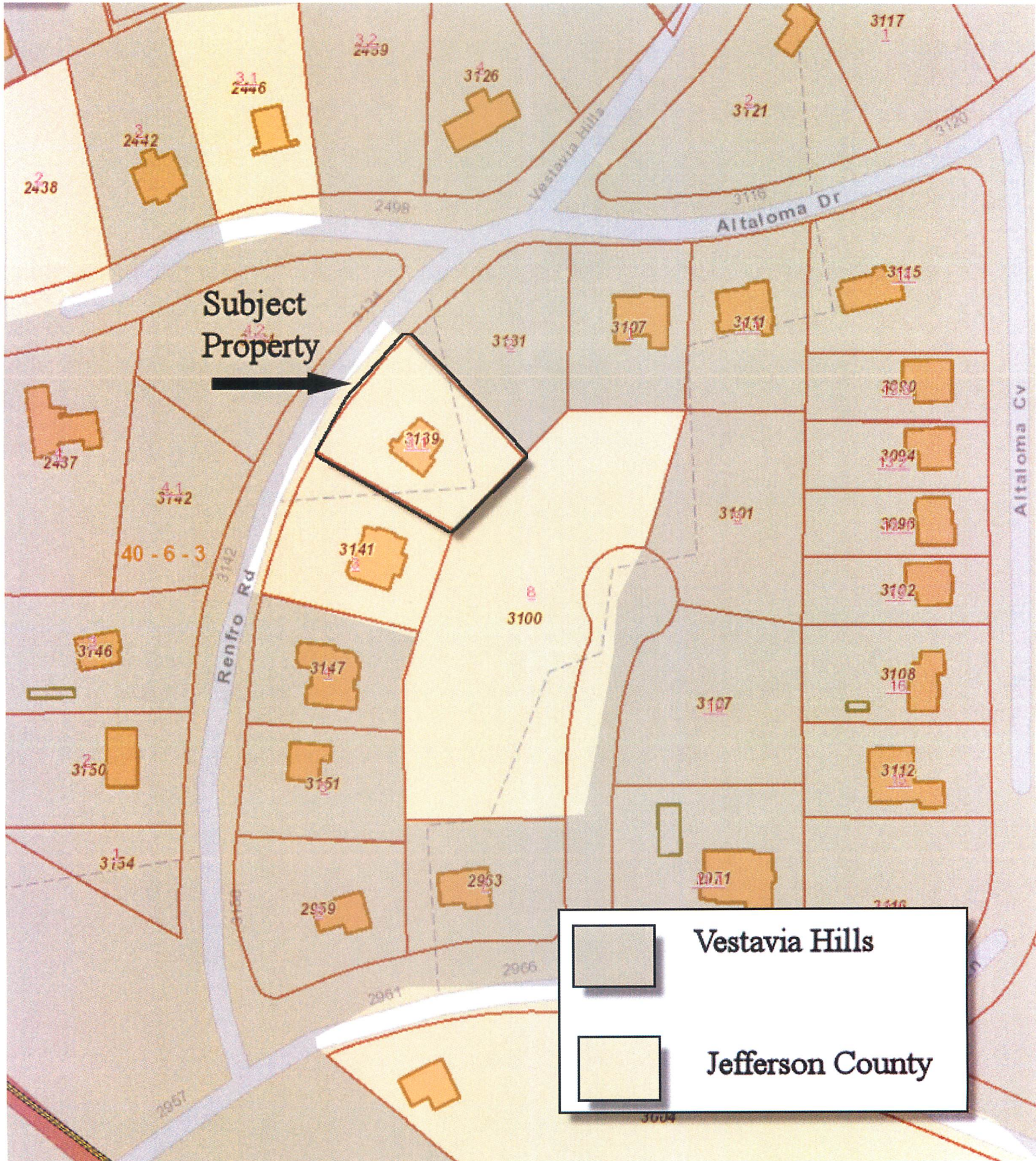
TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$41,960.00**      **\$2,102.20**      **GRAND TOTAL: \$2,054.20**  
**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">200513-3928</a>	08/25/2005	11/16/2016	2016	WELLS FARGO	\$2,054.20
		11/20/2015	2015	WELLS FARGO	\$1,895.88
		12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$1,668.43
		12/11/2013	2013	WELLS FARGO	\$1,512.11
		12/20/2012	2012	WELLS FARGO	\$1,512.11
		20111216	2011	***	\$1,535.16
		20101201	2010	***	\$1,535.16



**Annexation Committee Petition Review**

Property: 3139 Renfro Road

Owners: Pamela and and Joey Snow

Date: 1-23-17

1. The property in question is contiguous to the city limits.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 388,000. Meets city criteria: Yes  No   
 Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes 11 Number in city 9
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
 \_\_\_\_\_

Property: 3139 Renfro Road


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes \_\_\_\_\_ No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: October 6, 2016

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

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

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

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

(205) 862-6804 My cell  
pamsnow@gmail.com  
(205) 529-1152 Joey's cell

**EXHIBIT "A"**

LOT: 9

BLOCK: 2

SURVEY: South Vestavia Estates

RECORDED IN MAP BOOK 50, PAGE 34 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: \_\_\_\_\_

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

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

**SIGNATURE(S)**

**DESCRIPTION OF PROPERTY**

<u>Joseph L. Snow</u>	Lot <u>9</u> Block <u>2</u> Survey <u>South Vestavia Estates</u>
<u>Pamela J. Snow</u>	Lot <u>9</u> Block <u>2</u> Survey <u>South Vestavia Estates</u>
_____	Lot _____ Block _____ Survey _____

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

**STATE OF ALABAMA**

Jefferson COUNTY

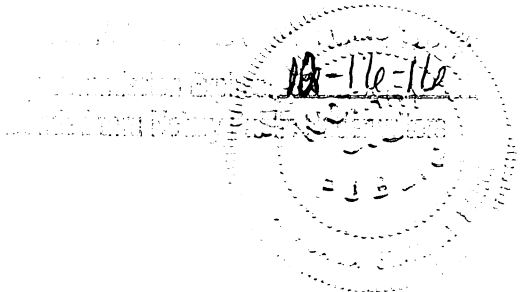
\_\_\_\_\_ being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

\_\_\_\_\_  
*Signature of Certifier*

Subscribed and sworn before me this the 6 day of October, 2016.

*Paul Paul*  
Notary Public

My commission expires: 12-16-16





**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**  
**1204 Montgomery Highway**  
**Vestavia Hills AL 35216**

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Joey and Pamela Snow  
 Address: 3139 Renfro Road  
 City: Birmingham State: Alabama Zip: 35216

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	Courtney Kayla Snow	27			✓
2.					
3.					
4.					
5.					
6.					

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

**ORDINANCE NUMBER 2697**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Pamela and Joey Snow dated October 6, 2016, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

**SECTION 1.** That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3139 Renfro Road  
Lot 9, Block 2, South Vestavia Estates  
Pamela and Joey Snow

**SECTION 2.** That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

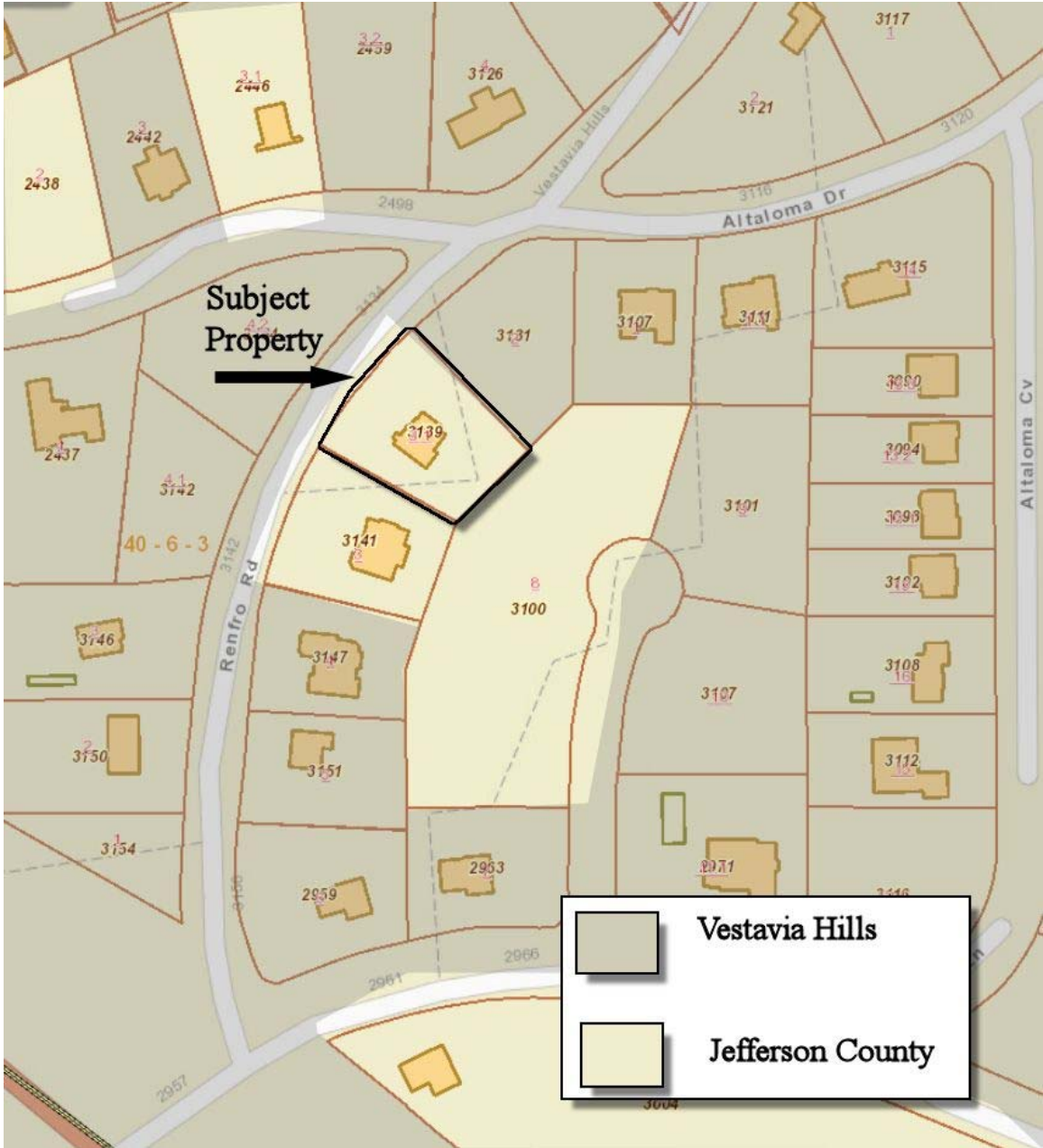
Rebecca Leavings  
City Clerk

**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 # 2697 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 13th day of March, 2017, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 4927**

**A RESOLUTION PROPOSING THE ANNEXATION  
OF CERTAIN TERRITORY TO THE CORPORATE  
LIMITS OF THE CITY OF VESTAVIA HILLS,  
ALABAMA.**

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated October 17, 2016, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of March, 2017; and

**WHEREAS**, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

**WHEREAS**, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of March, 2017.

2. That on the 26th day of June, 2017, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4927 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

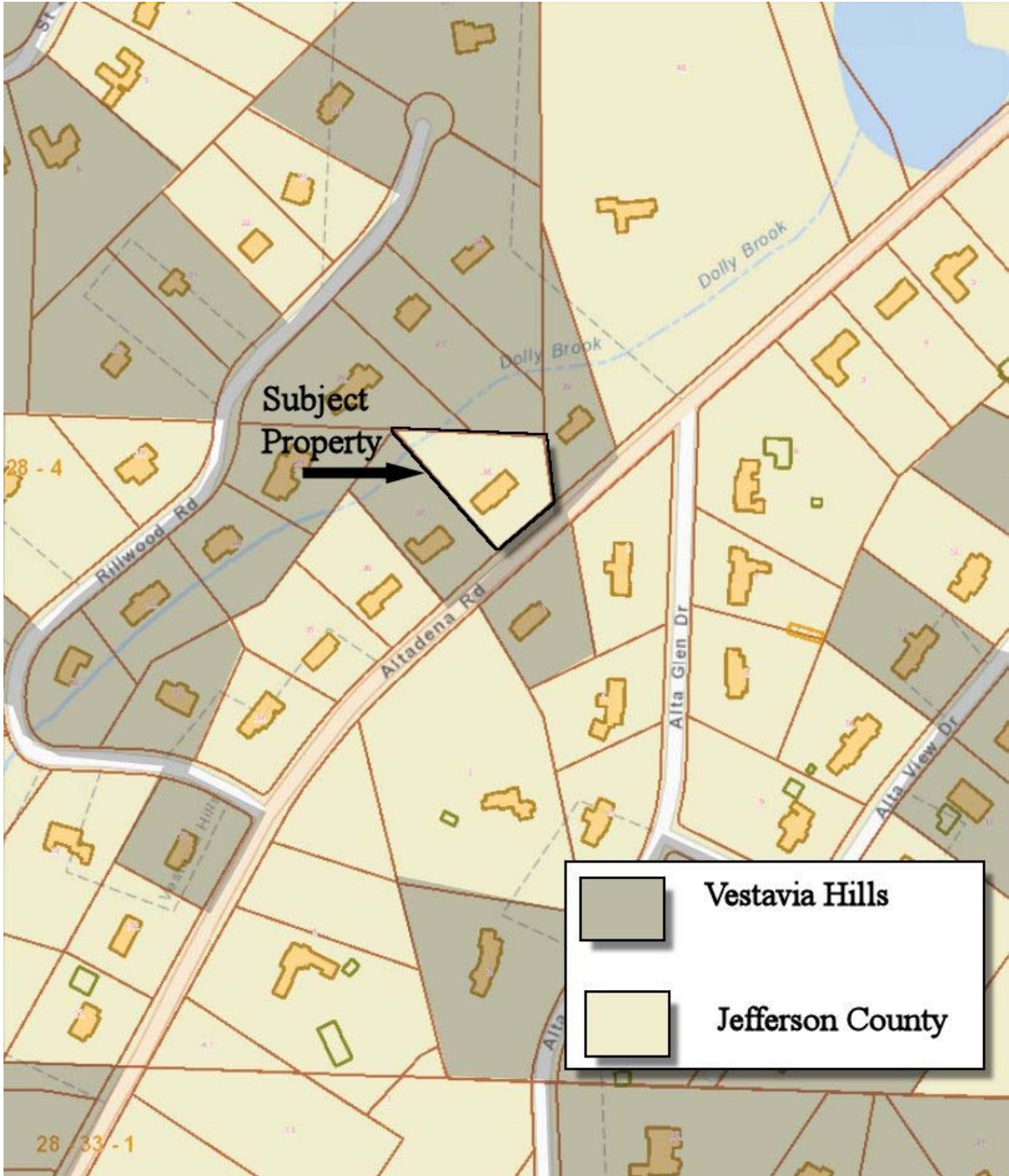
2696 Altadena Road  
Lot 1A, Resurvey of Lot 1, Altadena Park  
Curtis and Lisa Martin, Owner(s)

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**PARCEL #:** 28 00 28 4 001 038.000  
**OWNER:** LEWIS H KENT & LILA P  
**ADDRESS:** 2696 ALTADANA ROAD VESTAVIA AL 35243  
**LOCATION:** 2696 ALTADENA RD BHAM AL 35243

[ 111-B0 ] Baths: 3.0 H/C Sqft: 2,374  
 18-013.0 Bed Rooms: 4 Land Sch: A414  
 Land: 165,300 Imp: 201,700 Total: 367,000  
 Acres: 0.000 Sales Info: 06/01/1978  
**\$89,000**

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

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$165,250  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$201,700

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$367,000.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$367,000]: \$366,950  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$36,700	\$238.55	\$4,000	\$26.00	\$212.55
COUNTY	3	2	\$36,700	\$495.45	\$2,000	\$27.00	\$468.45
SCHOOL	3	2	\$36,700	\$300.94	\$0	\$0.00	\$300.94
DIST SCHOOL	3	2	\$36,700	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$36,700	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$36,700	\$187.17	\$0	\$0.00	\$187.17
SPC SCHOOL2	3	2	\$36,700	\$616.56	\$0	\$0.00	\$616.56

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$36,700.00**

**\$1,838.67**

**GRAND TOTAL: \$1,790.67**

Payoff Quote

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">2016089211</a>	8/26/2016		2016		\$0.00
<a href="#">2016025775</a>	3/17/2016	10/12/2015	2015		\$1,790.67
<a href="#">1615-700</a>	06/15/1978	10/21/2014	2014	LILA P LEWIS	\$1,665.42
		11/7/2013	2013	LEWIS, LILA	\$1,665.42
		10/25/2012	2012	LILA LEWIS	\$1,763.13
		20111231	2011	***	\$1,787.17
		20101231	2010	***	\$1,782.16



**Annexation Committee Petition Review**

Property: 2696 Altadena Road

Owners: Curtis and Lisa Martin

Date: 1-23-17

1. The property in question is contiguous to the city limits.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No  Comments 36" drainage pipe, has a dislodged section, needs to be repaired
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 367,000. Meets city criteria: Yes  No   
 Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes 8 ~~28~~ Number in city 2
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
 \_\_\_\_\_

Property: 2696 Altadena Road


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes \_\_\_\_\_ No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes  No \_\_\_\_\_ Comments: Engineering - 155L505 with drainage pipe on private property

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes  No \_\_\_\_\_ Comments: 4 yoa and 2 yoa

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10/17/16

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

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

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

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

Curt Martin  
martin038@gmail.com  
cell: 205-529-2275

**EXHIBIT "A"**

LOT: 1-A , Resurvey of Lot 1

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

SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK 77 , PAGE 3 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-1

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

Altadena Park Resur P Lot: 1-A P BLK: 5 LOT: 05  
BLK: 0 MAP Book: 77 Map Page 3

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Curt T. Martin</u>	Lot <u>1A</u> Block _____ Survey _____
<u>Lin V. Martin</u>	Lot <u>1A</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Curt T. Martin  
Signature of Certifier

Subscribed and sworn before me this the 17<sup>th</sup> day of October, 2016.

Mattie G. Clemon  
Notary Public

My commission expires: January 31, 2019

Mattie G Clemon  
Notary Public, Alabama State at Large  
My Commission Expires  
January 31, 2019



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Curtis T. + Lisa V. Martin

Address: 2696 Attadena Rd.

City: Birmingham State: AL Zip: 35243

**Information on Children:**

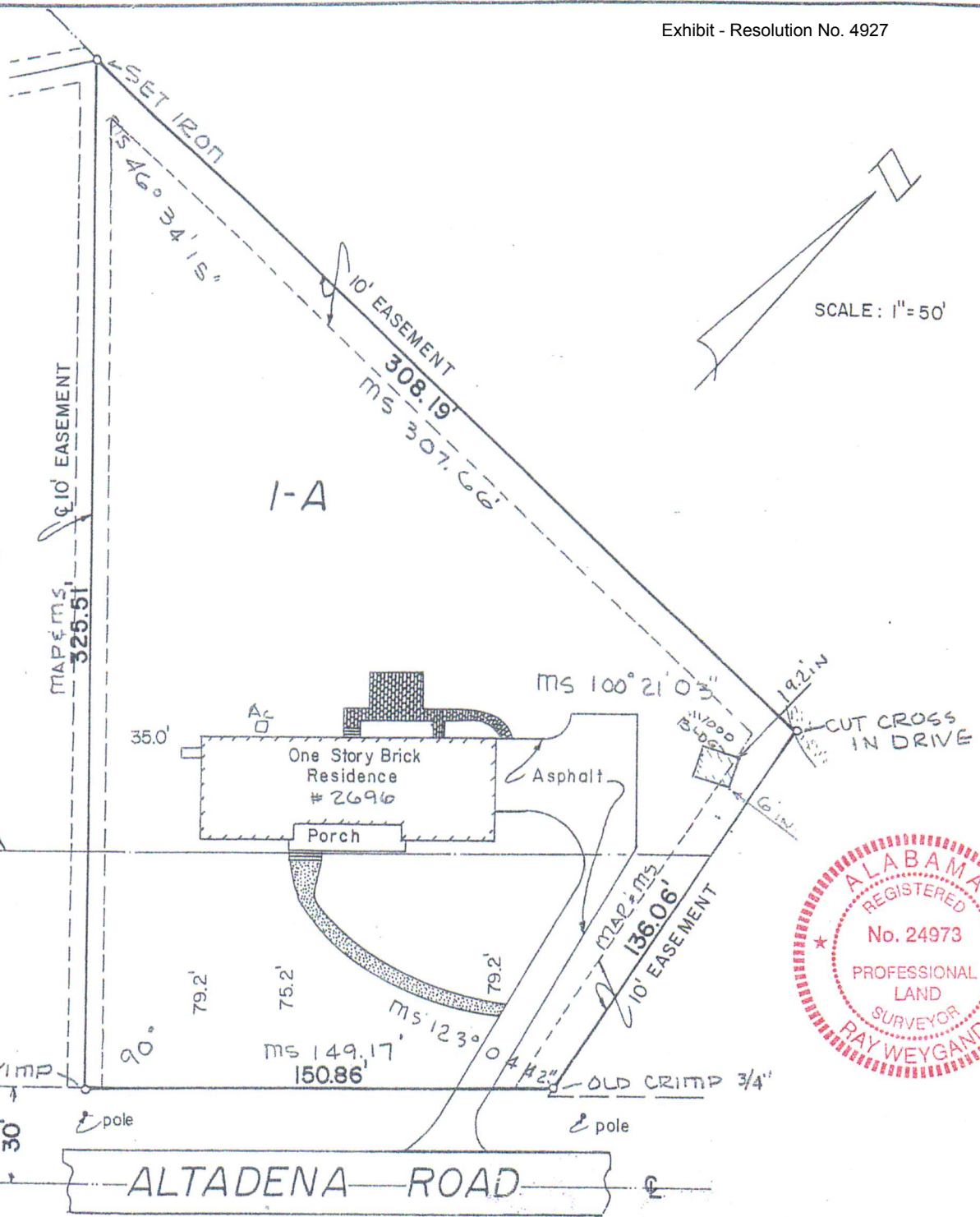
**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Caleb T. Martin	4	N/A	X	
2.	Catherine E. Martin	2	N/A	X	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". Caleb: 8/2017, Catherine: 8/2019

**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
- X— ANCHOR
- X- FENCE
- X— OVERHEAD UTILITY
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- DECK
- CONCRETE
- WALL
- COLUMN



SCALE: 1" = 50'



\* ALTADENA PARK & ACREAGE

STATE OF ALABAMA)  
JEFFERSON COUNTY)

"Closing Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 1-A, RESURVEY OF LOT 1 as recorded in Map Volume 17 Page 3, in the Office of the Judge of Probate, Jefferson County, Alabama. 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 July 18, 2016. Survey invalid if not sealed in red.

Order No.: 7011  
Purchaser: MARTIN  
Address: 2696 ALTADENA RD.

Ray 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 hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions 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, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.



**ORDINANCE NUMBER 2698**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Curtis and Lisa Martin dated October 17, 2016, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

**SECTION 1.** That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2696 Altadena Road  
Lot 1A, Resurvey of Lot 1, Altadena Park  
Curtis and Lisa Martin

**SECTION 2.** That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

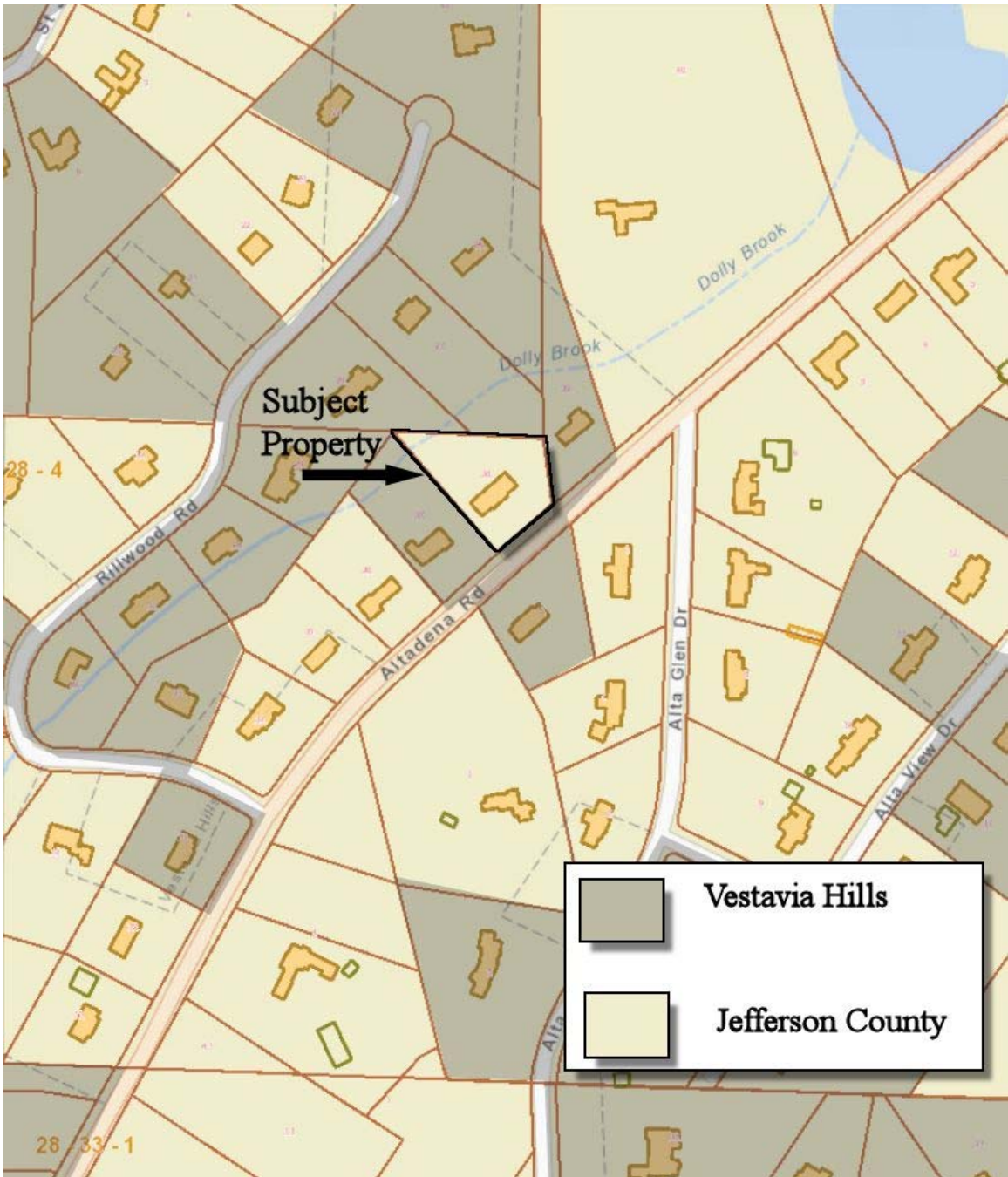
Rebecca Leavings  
City Clerk

**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 # 2698 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 13th day of March, 2017, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 4928**

**A RESOLUTION PROPOSING THE ANNEXATION  
OF CERTAIN TERRITORY TO THE CORPORATE  
LIMITS OF THE CITY OF VESTAVIA HILLS,  
ALABAMA.**

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated December 15, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of March, 2017; and

**WHEREAS**, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

**WHEREAS**, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of March, 2017.

2. That on the 26th day of June, 2017, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4928 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

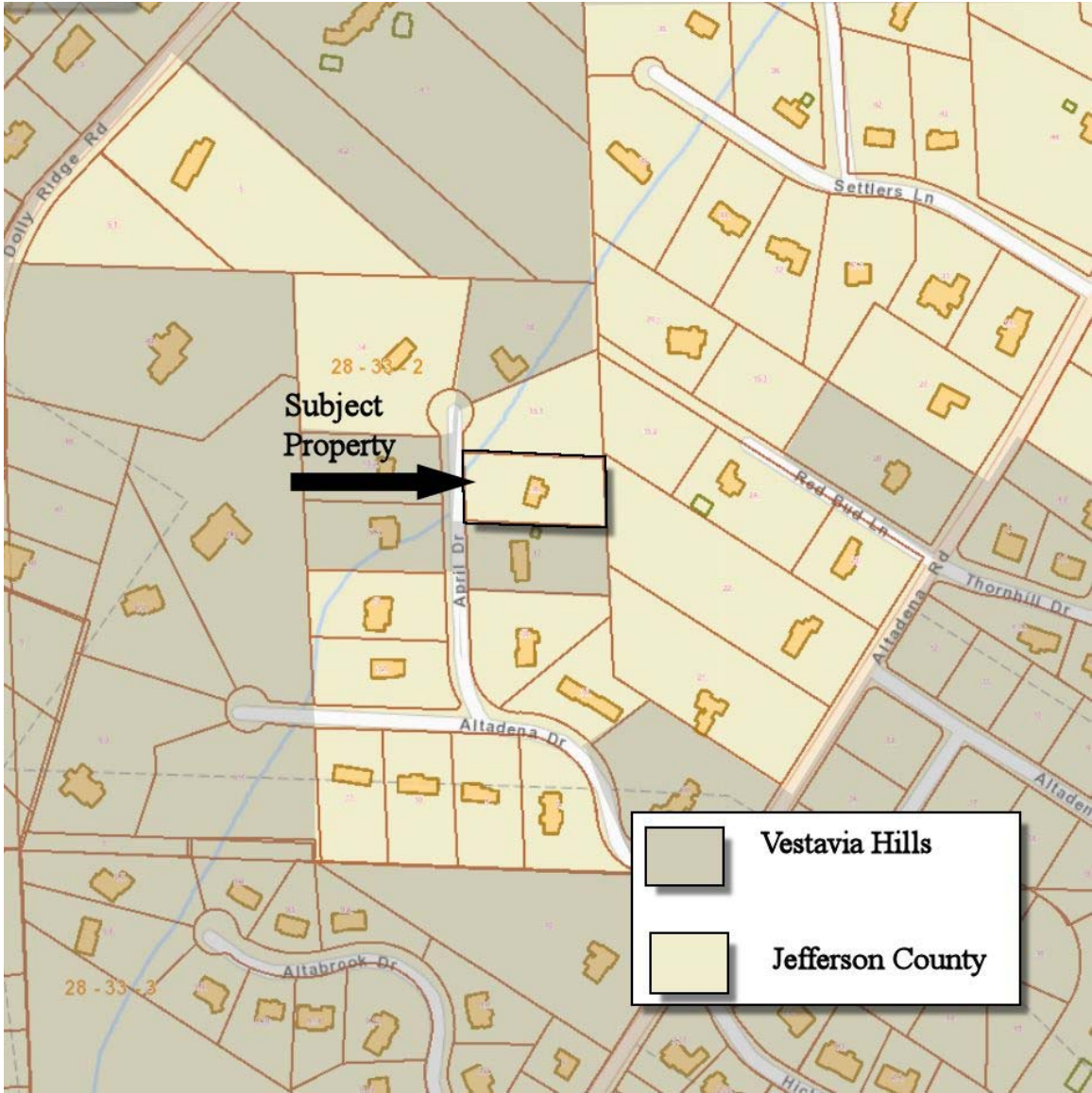
2611 April Drive  
Lot 9, Altadena Acres  
Charles and Stephanie Langer, Owner(s)

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**PARCEL #:** 28 00 33 2 001 016.000 [ 111-C0 ] Baths: 3.0 H/C Sqft: 2,049  
**OWNER:** LANGNER CHARLES HUNTER & STEPHANIE C 18-013.0 Bed Rooms: 4 Land Sch: A114  
**ADDRESS:** 2611 APRIL DR VESTAVIA AL 35243-2212 Land: 171,200 Imp: 99,400 Total: 270,600  
**LOCATION:** 2611 APRIL DR BHAM AL 35243 Acres: 0.000 Sales Info: 02/15/2013 \$0

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

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$171,200  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$99,400

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$270,600.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$270,600]: \$270,600  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$27,060	\$175.89	\$4,000	\$26.00	\$149.89
COUNTY	3	2	\$27,060	\$365.31	\$2,000	\$27.00	\$338.31
SCHOOL	3	2	\$27,060	\$221.89	\$0	\$0.00	\$221.89
DIST SCHOOL	3	2	\$27,060	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$27,060	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$27,060	\$138.01	\$0	\$0.00	\$138.01
SPC SCHOOL2	3	2	\$27,060	\$454.61	\$0	\$0.00	\$454.61

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$27,060.00

\$1,355.71

GRAND TOTAL: \$1,307.71

FULLY PAID

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">201360-25783</a>	2/15/2013	11/21/2016	2016	CORELOGIC	\$1,307.71
<a href="#">201109-8110</a>	11/21/2011	12/1/2015	2015	CORELOGIC INC	\$1,307.71
		12/22/2014	2014	CORELOGIC/CENLAR	\$1,245.58
		11/19/2013	2013	CORELOGIC INC	\$1,245.58
		1/28/2013	2012	CHARLES HUNTER LANGNER	\$1,316.75
		20111128	2011	***	\$1,331.15
		20101231	2010	***	\$1,328.00

**Annexation Committee Petition Review**

Property: 2611 April Drive

Owners: Charles Langner

Date: 1-23-17

1. The property in ~~question~~ is contiguous to the city limits.  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_
2. The land use of the ~~petitioned~~ property is compatible with land use in the area.  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
Yes  No  Comments \_\_\_\_\_  
\_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
Yes  No  Comments \_\_\_\_\_  
\_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 270,000. Meets city criteria: Yes  No   
Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes 10 Number in city 4
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
\_\_\_\_\_



Property: 2611 April Drive


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation.  
Yes  No  Comment \_\_\_\_\_

9. Property is ~~free~~ and clear of hazardous waste, debris and materials.  
Yes  No  Comment \_\_\_\_\_

10. Are there any concerns from ~~city~~ departments?  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Information on children: Number in family 1; Plan to enroll in VH schools Yes  No  Comments: child is 1 y old

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman





STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: December 15, 2015

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

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

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

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

phone — 205-718-4077

Email — shlangner@yahoo.com

**EXHIBIT "A"**

LOT: 9

BLOCK: -

SURVEY: Altadena Acres

RECORDED IN MAP BOOK 51, PAGE 73 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 9, Altadena Acres

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Lu Ann Langner</u>	Lot <u>9</u>	Block _____	Survey <u>Altadena Acres</u>
<u>Stephanie C. Langner</u>	Lot <u>9</u>	Block _____	Survey <u>Altadena Acres</u>
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Stephanie C. Langner  
Signature of Certifier

Subscribed and sworn before me this the 29<sup>th</sup> day of December, 2015.

Marcia L. Stephens  
Notary Public

My commission expires: 9/10/19

**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
 Vestavia Hills AL 35216**

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Charles Hunter & Stephanie C. Langner

Address: 2611 April Dr.

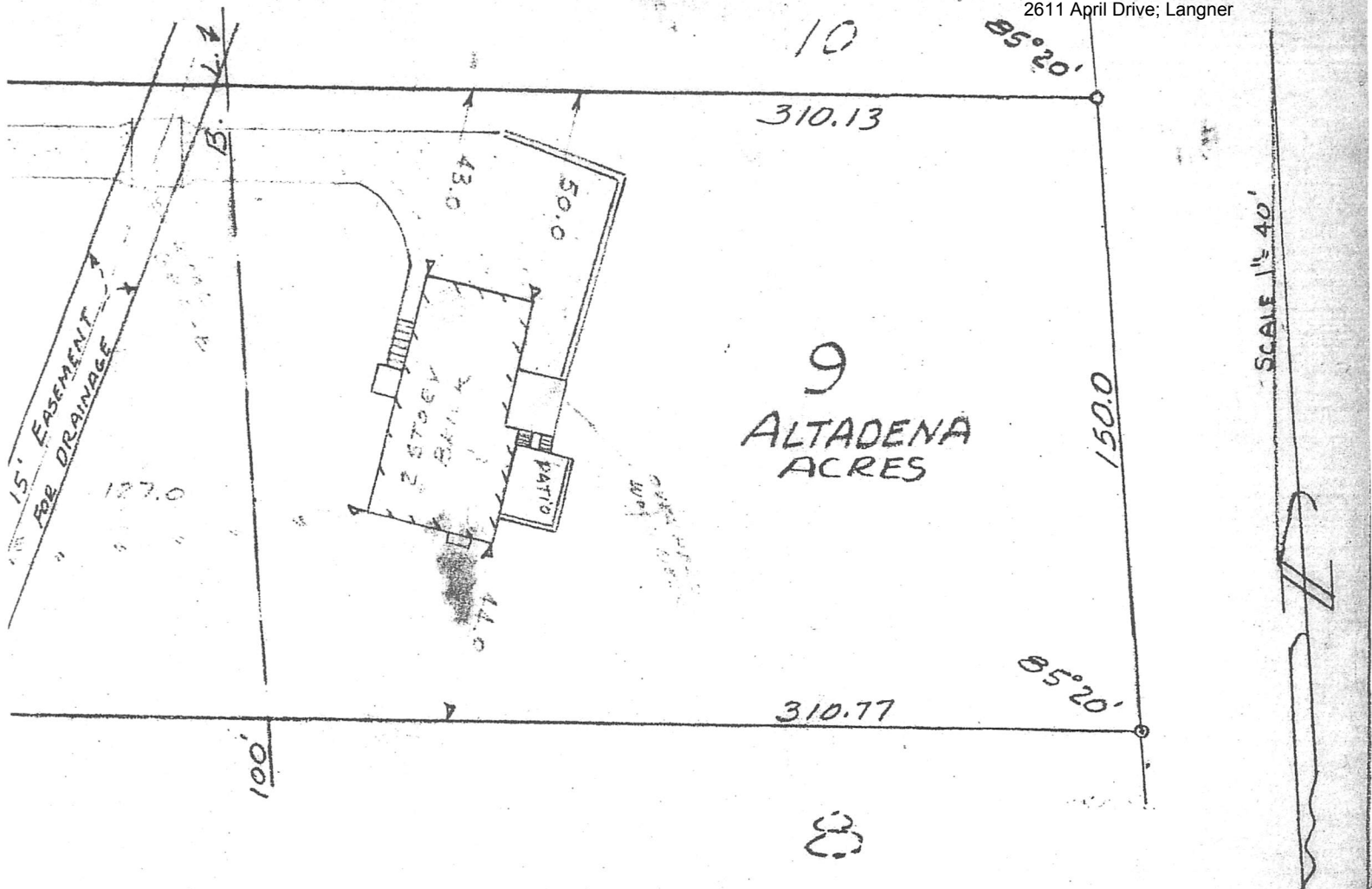
City: Birmingham State: AL Zip: 35243

**Information on Children:**

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

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

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": August 2019



9  
ALTADENA  
ACRES

10  
310.13

310.77

150.0

SCALE 1/4" = 40'

I, B.G. Meade, Licensed Land Surveyor of B'ham. Ala. hereby certify that the foregoing is a true and correct plat of; LOT-- 9, According to the Map and Survey of ALTADENA ACRES as shown on the Map and Survey of the Judge of Probate of Jefferson County Ala. in Map Book 51, Page 73. that the building shown on said lot is within the lines of same, that there are no buildings on adjoining properties; that there are no rights of way, easements or over said premises except as shown; that there are no electric or gas wires (which serve the premises only) or structures or supports thereon and guy wires on or over said premises except as shown.

This is 30 th. day of May 1967.

*B.G. Meade*  
 B.G. MEADE SURVEYOR REG. # 2829  
 6915 53 rd. Ave. No. B'ham. Ala.  
 Tele. # 833-2983 & 836-2750





© PropertyKey, 2015

- ACT Active   SLD Sold   PNR Pending   W Withdrawn   C Canceled   X Expired
- Residential    Industrial    Water
- Commercial    Government    Condo
- Agricultural    Other

**PROPERTY INFORMATION**

**PID #** 28-00-33-2-001-016.000

**Property Type:** Residential

**Property Address:**

2611 APRIL DR  
VESTAVIA, AL 35243-2212

**Current Owner:**

CHARLES HUNTER & STEPHA LANGNER

**Tax Mailing Address:**

2611 APRIL DR  
VESTAVIA, AL 35243-2212

**Land Areas:**

1. HOUSEHOLD UNITS / 111

**Lot Size:** 1.07 acres / 46,609 sf

**Zoning:** E1

**Tax District:** COUNTY-02

**Subdivision:**

ALTADENA ACRES

**Twn:** 18 / **Rng:** 02 / **Sec:** 33

**Block:** 001 / **Lot:** 016.000

**Legal Description:**

LOT 9 ALTADENA ACRES 51/73

**Plat Book:** 51 / **Plat Page:** 73

**Census Tract:** 012911 / **Block:** 3028

**Lat:** 33.426835 **Lon:** -86.757641

**ORDINANCE NUMBER 2699**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Charles and Stephanie Langer dated December 15, 2015, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

**SECTION 1.** That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2611 April Drive  
Lot 9, Altadena Acres  
Charles and Stephanie Langer

**SECTION 2.** That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

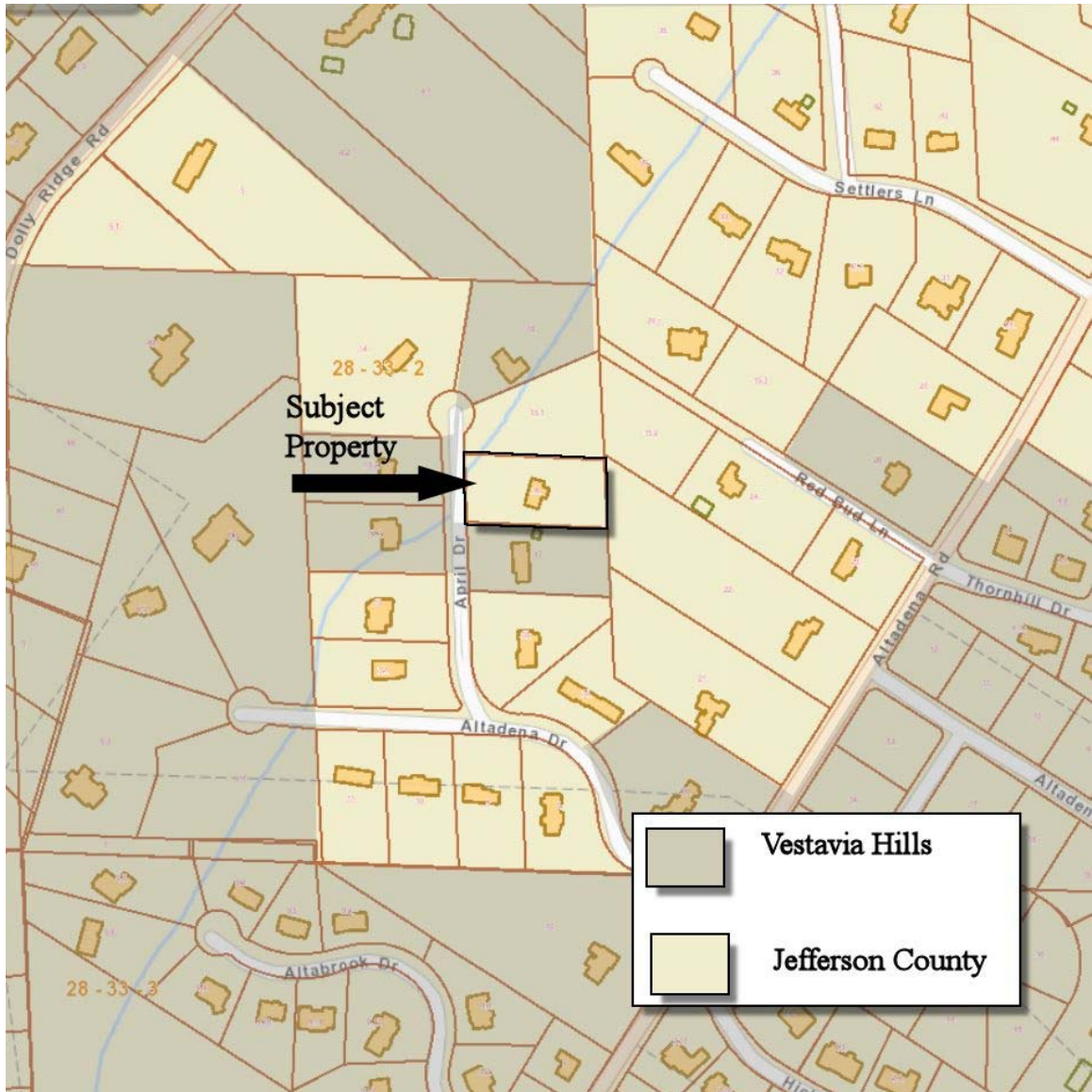
Rebecca Leavings  
City Clerk

**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 # 2699 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 13th day of March, 2017, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 4929**

**A RESOLUTION PROPOSING THE ANNEXATION  
OF CERTAIN TERRITORY TO THE CORPORATE  
LIMITS OF THE CITY OF VESTAVIA HILLS,  
ALABAMA.**

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated January 17, 2017, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of March, 2017; and

**WHEREAS**, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

**WHEREAS**, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of March, 2017.

2. That on the 26th day of June, 2017, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4929 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

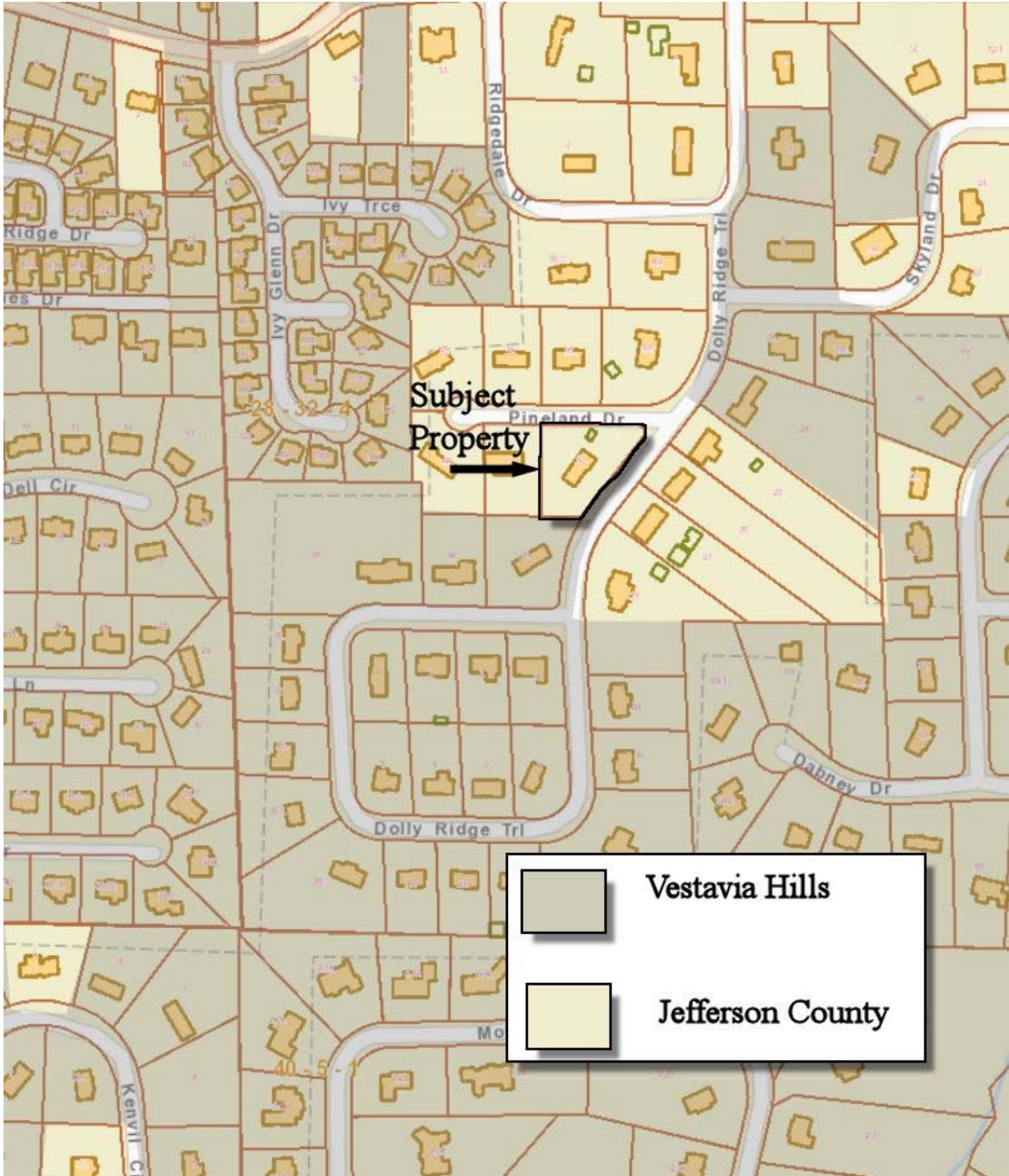
2470 Dolly Ridge Trail  
Lot 5, Block 2, Dolly Ridge Estates, 1st Add  
Matthew and Jessica Jones, Owner(s)

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**PARCEL #:** 28 00 32 4 001 042.000  
**OWNER:** HACKNEY GABRIEL  
**ADDRESS:** 2470 DOLLY RIDGE TRL VESTAVIA AL 35243-4627  
**LOCATION:** 2470 DOLLY RIDGE TRL BHAM AL 35243

[ 111-C- ] Baths: 3.0 H/C Sqft: 1,914  
 18-034.0 Bed Rooms: 4 Land Sch: L1  
 Land: 86,600 Imp: 119,700 Total: 206,300  
 Acres: 0.000 Sales Info: 04/26/2013  
**\$113,000**

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

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 2014  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$86,600  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$119,700

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$206,300.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$206,300]: \$206,300  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$20,640	\$134.16	\$4,000	\$26.00	\$108.16
COUNTY	3	2	\$20,640	\$278.64	\$2,000	\$27.00	\$251.64
SCHOOL	3	2	\$20,640	\$169.25	\$0	\$0.00	\$169.25
DIST SCHOOL	3	2	\$20,640	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$20,640	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$20,640	\$105.26	\$0	\$0.00	\$105.26
SPC SCHOOL2	3	2	\$20,640	\$346.75	\$0	\$0.00	\$346.75

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$20,640.00**

**\$1,034.06**

**GRAND TOTAL: \$986.06**

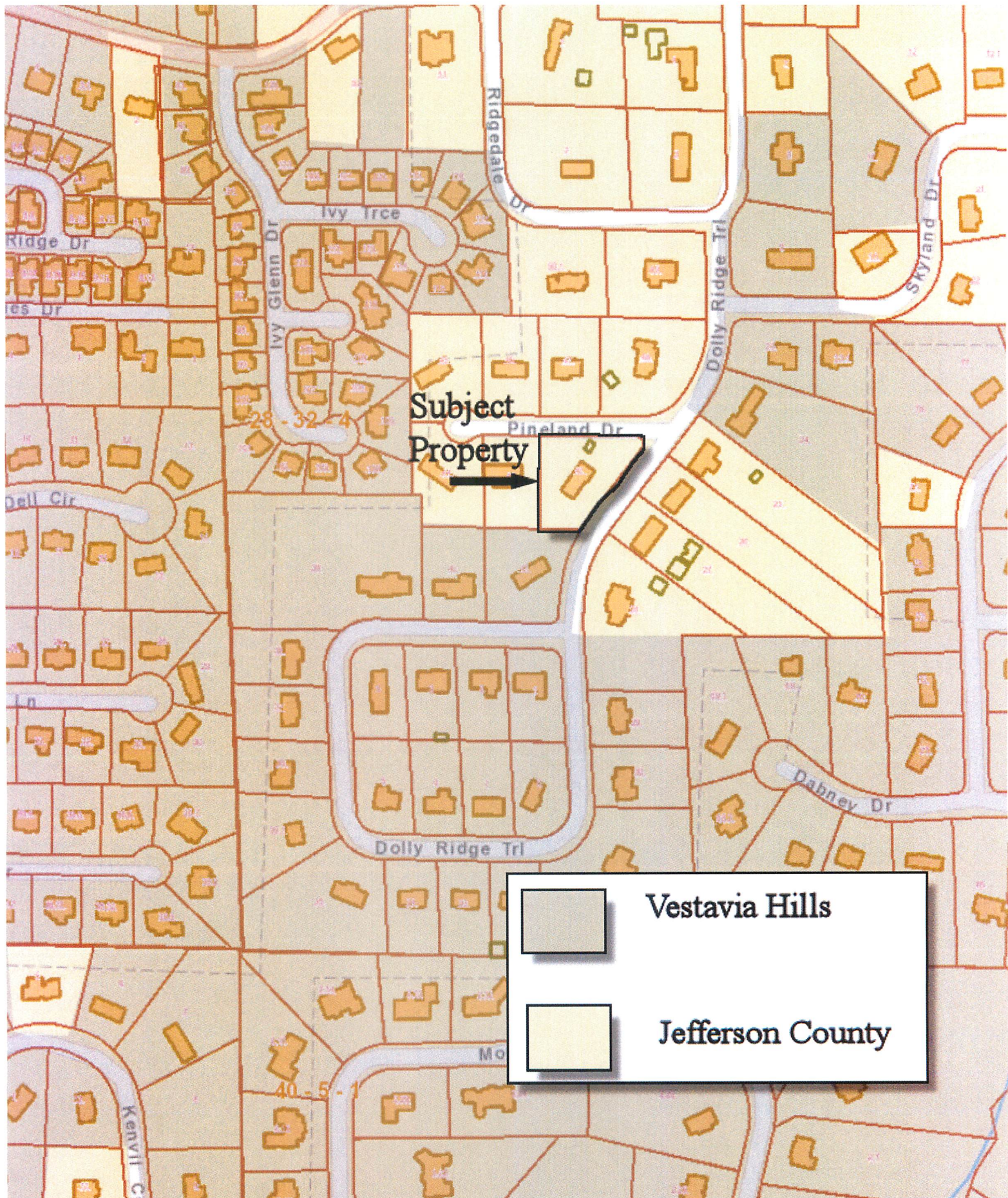
**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">201313-16607</a>	4/26/2013	10/31/2016	2016	TITLESOUTH LLC	\$986.06
<a href="#">6073-139</a>	02/09/1959	11/17/2015	2015	JAMES G. HACKNEY ANNA K. HACKNEY	\$986.06
		1/6/2015	2014	JAMES G HACKNEY	\$974.04
		1/16/2014	2013	JAMES G HACKNEY	\$2,028.02
		12/10/2012	2012	ALBERT SCHIBANI	\$2,028.02
		20111109	2011	***	\$2,083.13
		20101022	2010	***	\$2,187.24





**Annexation Committee Petition Review**

Property: 2470 Dolly Ridge Trail

Owners: ~~James and Anna Hackney~~ Matt Jones

Date: 1-23-17

1. The property in question is contiguous to the city limits.  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
Yes  No  Comments \_\_\_\_\_  
\_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
Yes  No  Comments Engineering noted concerns with private drainage pipe. Resolving needed.
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 250,000. Meets city criteria: Yes  No   
Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes 7 Number in city 0
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
\_\_\_\_\_

Property: 2470 Dolly Ridge Trail

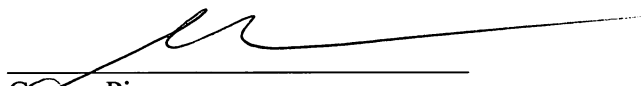
8. A non-refundable administrative fee of \$100 has been paid to the city.  
Furthermore, voluntary contributions, including an application fee, of  
\$ \_\_\_\_\_ will be paid to offset costs associated with the annexation.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is ~~free~~ and clear of hazardous waste, debris and materials.  
Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments?  
Yes  No \_\_\_\_\_ Comments: Engineering had  
concerns with private drain pipe  
and condition of Pineland Circle asphalt

11. Information on children: Number in family 0; Plan to enroll in VH  
schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 1/17/2017

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

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

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

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

**EXHIBIT "A"**

LOT: 5

BLOCK: 2

SURVEY: Dolly Ridge Estates, First Edition

RECORDED IN MAP BOOK 42, PAGE 80 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JCF2

COMPATIBLE CITY ZONING: VHR1

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 5, Block 2, According to the survey of Dolly Ridge Estates, first addition, as recorded in map books 42, page 80, in the probate office of Jefferson County, Alabama aka 2470 Dolly Ridge Trail, Birmingham, AL, 35243

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

**SIGNATURE(S)**

**DESCRIPTION OF PROPERTY**

<u>Matthew Jones</u>	Lot	Block	Survey
<u>Jessie Jones</u>	Lot	Block	Survey
	Lot	Block	Survey

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

**STATE OF ALABAMA**

Jefferson COUNTY

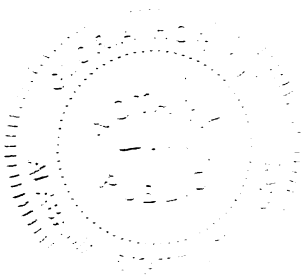
Matthew Neal Jones being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Matthew Jones  
Signature of Certifier

Subscribed and sworn before me this the 17 day of January, 2017.

Gloria Porter  
Notary Public

My commission expires: 10/20/19



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

1204 Montgomery Highway  
Vestavia Hills AL 35216

*(To be completed by the City)*

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
 Deny \_\_\_\_\_

Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
 Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
 90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Matthew, Jessica Jones

Address: 2470 Dolly Ridge Trail

City: Vestavia State: AL Zip: 35243

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	Grayson Russell Jones	2 months		X	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". August 2022

Matt Jones: (256) 476-1988  
jonesmatt@bce@gmail.com



**ORDINANCE NUMBER 2700**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Matthew and Jessica Jones dated January 17, 2017, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

**SECTION 1.** That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2470 Dolly Ridge Trail  
Lot 5, Block 2, Dolly Ridge Estates, 1st Add  
Matthew and Jessica Jones

**SECTION 2.** That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 13th day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

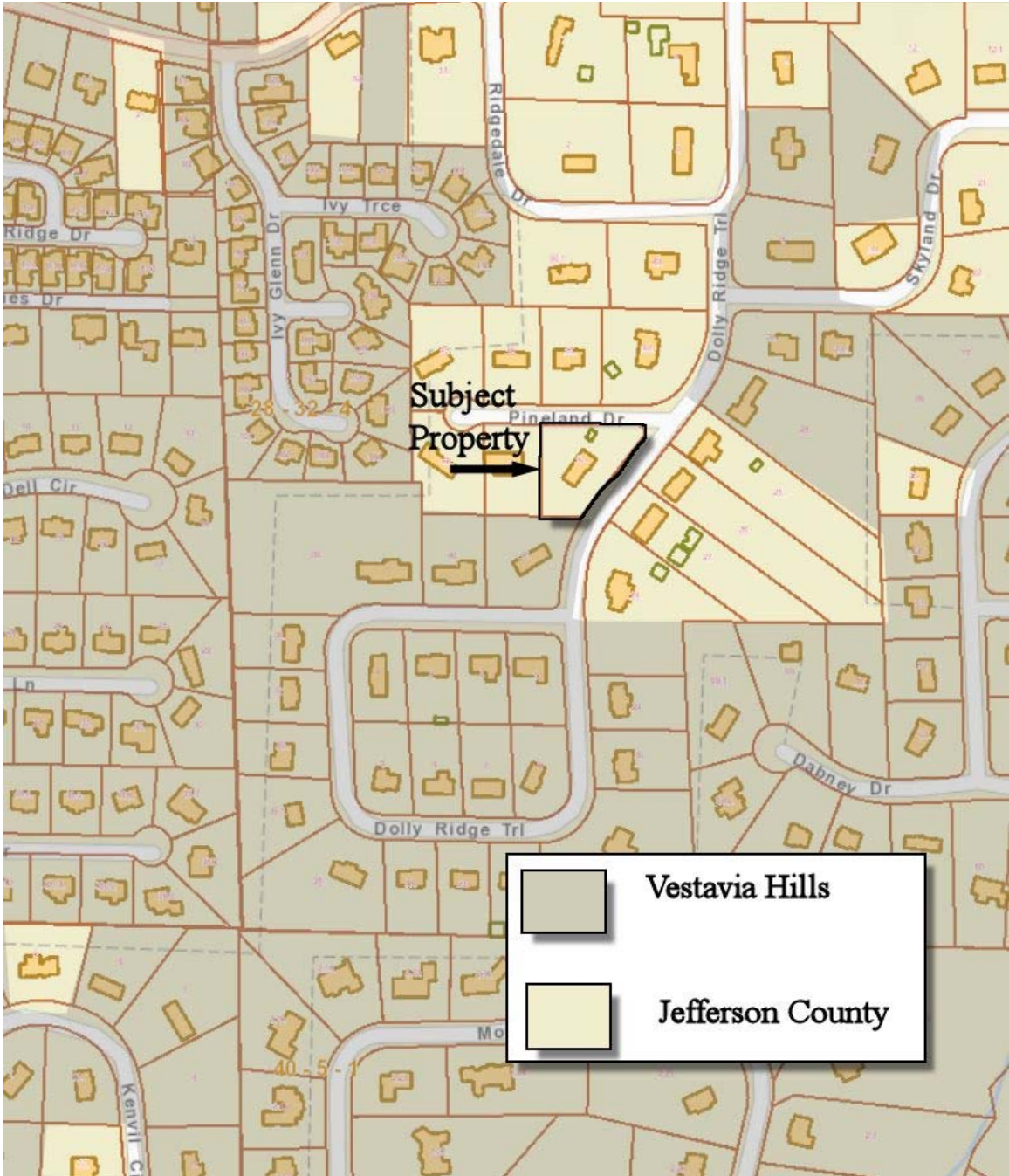
Rebecca Leavings  
City Clerk

**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 # 2700 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 13th day of March, 2017, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 4906**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROPRIATE FUNDING AND TO EXECUTE AND DELIVER AN AGREEMENT 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 City Engineer, 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 \$214,000.00 as detailed in “Exhibit A”, said exhibit is attached to and incorporated into this Resolution Number 4906 as if written fully therein; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all necessary agreements in order to upgrade the lights on the right-of-way of Highway 31 pursuant to details presented in “Exhibit A”; and
3. This Resolution Number 4906 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

February 22, 2017

To: Jeff Downes, City Manager  
CC: Brian Davis, Director of Public Services  
Lori Beth Kearley, Engineering  
From: Christopher Brady, City Engineer  
RE: Whiteway Lighting

---


After receiving confirmation of ALDOT approved fixtures, we received revised proposals for the Highway 31 Whiteway LED Conversion on January 31<sup>st</sup> from following --

Innovis Lighting, LED Solutions, Lee Custom Electric

Please see attached spreadsheet of summary of proposals, including total project costs and analysis of anticipated annual savings.

**Based on review and analysis, we recommend contract award to Innovis Lighting.**

Please let me know if questions.

Sincerely,  
-Christopher 

Analysis of Whiteway Light Project Savings

Innovis Lighting	Savings by Year (10 Years)									
	1	2	3	4	5	6	7	8	9	10
LED Cost- Annual	\$ 230,292.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90
Current Cost- Annual	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
Alabama Power Reimbursement	\$ (46,485.58)									
Annual Savings	\$ (58,807.32)	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10	\$ 108,002.10
<b>Cumulative Savings</b>	<b>\$ (58,807.32)</b>	<b>\$ 49,194.78</b>	<b>\$ 157,196.88</b>	<b>\$ 265,198.98</b>	<b>\$ 373,201.08</b>	<b>\$ 481,203.18</b>	<b>\$ 589,205.28</b>	<b>\$ 697,207.38</b>	<b>\$ 805,209.48</b>	<b>\$ 913,211.58</b>

Annual Cost - AL Power- Lease Program	1	2	3	4	5	6	7	8	9	10
Rewiring Costs	\$ 48,546.00									
Utility Costs	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90	\$ 16,997.90
Fixture Lease	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00	\$ 39,729.00
Total Costs- Alabama Power Program	\$ 105,272.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90	\$ 56,726.90
Alabama Power Reimbursement	\$ (46,485.58)									
Current Cost - Annual	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
Annual Savings	\$ 66,212.68	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10	\$ 68,273.10
<b>Cumulative Savings</b>	<b>\$ 66,212.68</b>	<b>\$ 134,485.78</b>	<b>\$ 202,758.88</b>	<b>\$ 271,031.98</b>	<b>\$ 339,305.08</b>	<b>\$ 407,578.18</b>	<b>\$ 475,851.28</b>	<b>\$ 544,124.38</b>	<b>\$ 612,397.48</b>	<b>\$ 680,670.58</b>

Innovis Lighting	LED Solutions	Lee Custom Electric
Fixture Costs (Incl Bonds)	\$ 161,795.00	\$ 171,000.00
Re-Wiring	\$ 51,500.00	\$ 85,000.00
Total	\$ 213,295.00	\$ 256,000.00
Expected Utility Costs	\$ 16,997.90	\$ 16,997.90
Total Annual Projected Costs	\$ 230,292.90	\$ 272,997.90



58 VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213  
(205) 401-6739 (C)  
(205) 396-3979 (O)  
WWW.INNOVISLIGHTING.COM

March 10, 2017

Mr. Brian C. Davis  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Re: RFP 01-17 LED Whiteway LED Conversion

Mr. Davis:

At your request, attached please find the sample AIA contract together with Exhibits 1, 2, & 3 to the contract. Please feel free to contact me if you have any questions or concerns. I look forward to seeing you next Monday at the City Council meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Randall Pitts, Jr.', is written over a horizontal line.

J. Randall Pitts, Jr.



**AGREEMENT** made as of the \_\_\_\_\_ day of March, 2017.  
*(In words, indicate day, month and year)*

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

City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

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

Innovis Lighting, Inc.  
58 Vine Street, Suite 100  
Mountain Brook, AL 35213

Lyemance Building Company  
58 Vine Street, Suite 100  
Mountain Brook, AL 35213

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

City of Vestavia Hills Whiteway Project (120 Lights Highway 31)

The Architect:  
*(Name, legal status, address and other information)*

N/A

The Owner and Contractor agree as follows.

Please refer to Innovis' Response to RFP 01-17. Innovis' response and all attachments thereto are hereby incorporated by reference. See also Exhibits 1, 2, and 3, attached hereto and incorporated by reference.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract 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 Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement 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 Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Work shall begin within 45 days of notice to proceed being received by Innovis, subject to all repair work being completed and fixture availability. Fixture lead time is estimated to be between six (6) and eight (8) weeks. Project duration is estimated to be between six (6) and eight (8) weeks once project begins.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred eighty (180) days from the date of commencement, or as follows:

N/A

The Contractor shall not be entitled to additional or extended general condition costs due to the Contractor's failure to complete all work on schedule unless such failure is a result of an Owner initiated change in scope of Work and Contractor followed the applicable procedures for requesting such additional compensation pursuant to the General Conditions and notified Owner, in writing, promptly of the change in Scope of Work.

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirteen Thousand Two Hundred and Ninety Five Dollars (\$213,295.00), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

N/A

**§ 4.3** Unit prices, if any:  
Intentionally omitted

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

N/A

#### **ARTICLE 5 PAYMENTS**

##### **§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the City by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall as follows:

50% of the purchase cost of the fixtures, or \$57,960, shall be due upon execution of the contract.  
50% of the purchase cost of the fixtures, or \$57,960, shall be due upon receipt of the fixtures. For the purposes of this contract, receipt of the fixtures shall be deemed to be delivery to Innovis Lighting or its electrical subcontractor.

For the installation and repair portions of the contract, Innovis Lighting shall make four equal draws, each in the amount of \$23,675.00, for a total amount of \$94,700.00. The first draw shall occur upon delivery of the fixtures to Vestavia. The second draw shall occur upon installation of the first forty (40) light units. The third draw shall occur upon installation of the second forty (40) light units. The final draw shall occur upon installation of the first forty (40) light units. Additional draws shall be paid upon request by Innovis Lighting, within seven (7) days of said request being made in writing to Vestavia. The final payment shall be subject to the withholding of five percent (5%) of the final draw pursuant to Code of Alabama §39-1-1(f). Following the completion of the thirty (30) day publication notice, the remaining funds shall be disbursed to Innovis Lighting.

**§ 5.1.3** Upon submission of a properly completed and submitted Application for Payment, the City shall make payment within seven (7) days following receipt.

**§ 5.1.4** Each Application for Payment shall be made in accordance with 5.1.2 *supra*.

**§ 5.1.5** Intentionally Omitted

**§ 5.1.6** Intentionally Omitted

**§ 5.1.7** Intentionally Omitted

**§ 5.1.8** Intentionally Omitted

**§ 5.1.9** Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made in accordance with Code of Alabama §39-1-1(f).

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Pat Boone  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction in Jefferson County, Alabama.
- Other (*Specify*)

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be not be terminated by the City or the Contractor once executed except as follows: The City may terminate the contract if the Contractor ceases work for a period of thirty (30) days or more.

**§ 7.2** Intentionally Omitted

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, 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.)*

8% per annum

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Brian Davis

City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

**§ 8.4** The Contractor's representative:  
*(Name, address and other information)*

For Innovis Lighting:  
J. Randall Pitts, Jr.  
58 Vine Street, Suite 100  
Mountain Brook, AL 35213

For Lyemance Building Co.  
Meredith Lyemance  
1704 Kensington Road  
Homewood, AL 35209

**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6** Other provisions:

Refer to § 9.1.3

#### **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed agreement between Owner and Contractor.

**§ 9.1.2** The General Conditions are as set forth in this contract and the attached Exhibits.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>
Exhibit 1	1/30/2017 RFP Response
Exhibit 2	Supplementary Conditions
Exhibit 3	Additional Terms

**§ 9.1.4** The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*  
Exhibit 1

**§ 9.1.5** The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*  
Exhibit 1

**§ 9.1.6** The Addenda, if any:

Exhibit 2 and Exhibit 3

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:

.1 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Exhibit 1: Innovis’ Response to RFP 01-17 is attached hereto and incorporated by reference.  
Exhibit 2: City of Vestavia Hills’ Supplementary and Special Conditions is attached hereto and incorporated by reference.  
Exhibit 3: Additional Terms and Conditions is attached hereto and incorporated by reference.

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as determined and required by the City of Vestavia, not to exceed those coverages specifically enumerated in Innovis’ response to RFP 01-17.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

City of Vestavia Hills

*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Innovis Lighting, Inc.

*J. Randall Pitts, Jr., Managing Member*

*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

*Lyemance Building Co.*

*(Printed name and title)*

APPROVE AS TO FORM

\_\_\_\_\_  
COUNTY ATTORNEY

Exhibit 1



58 VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213  
(205) 401-6739 (c)  
(205) 396-3979 (o)  
WWW.INNOVISLIGHTING.COM

January 31, 2016

Mr. Brian C. Davis  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Re: RFP 01-17 LED Whiteway LED Conversion

Mr. Davis:

Innovis Lighting is pleased to respond to the City of Vestavia's request for proposal for the above-referenced project.

#### Specified Product

We have specified the Cooper Streetworks Galleon LED Luminaire, which provides a nominal output of 25,848 lumens. The product is fully covered by a five (5) year manufacturer's warranty. The complete specifications sheets for the fixture are attached hereto as Exhibit 1.

#### Methodology

We have assumed \$0.10 per kilowatt hour as the cost of power for the savings calculations. We have further assumed a 6,570 hour (1.5 year) replacement schedule for the bulbs, and a 13,140 hour (3 year) ballast replacement schedule. Power savings were calculated using a 400 watt metal halide bulb, with a 65 watt ballast factor. The ALDOT required Galleon LED Luminaire has an input of 258 watts per fixture. The total system wattage was calculated for the existing versus the proposed system. These calculations are attached in spreadsheet format as Exhibit 2. The estimated return on initial investment (ROI) is 14.9 years, exclusive of maintenance savings. Including maintenance, the ROI is estimated to be 5.36 years. Replacement of step-down transformers and the associated installation costs of same are not included, as they have been omitted in this RFP. Also included in our quotation is the cost of safety personnel to handle traffic and safety during the installation. We anticipate this project will take approximately 35 days.

#### References

Innovis Lighting has recently completed two similar projects within the past year.



Both involved Cree LED light engines being installed on existing poles in municipal right of ways and streets. Both projects further required scheduling and safety measures to insure quick, safe and efficient installation of the retrofit fixtures. A list of references for these projects is attached hereto as Exhibit 3. The City of Hoover has also undertaken a similar project with the Galleon LED Luminaire.

Cost Proposal Form

Project cost is attached hereto as Exhibit 4.

Variances

Innovis Lighting certifies that the fixtures provided meet Alabama Department of Transportation specifications for the project. However, Innovis does not guarantee that the project as a whole will meet AL DOT RP-8 specifications due to the variable pole spacing, as outlined in Mr. Leonard's AL DOT letter of December 19, 2016, to Jeff Downes. Specifically, Mr. Leonard states that ALDOT will model the project for brightness if the City of Vestavia will provide the pole height and spacing along U.S. 31. If the Alabama Department of Transportation has performed this survey, and has certified that the specified Galleon fixture will meet ALDOT brightness requirements with the existing pole spacing, Innovis Lighting will warrant approval of the proposed system. Innovis Lighting warrants that the fixtures will perform as specified within the manufacturer's specification with 10% variance, and further warrants saving in accordance with Alabama Code 41-16-141.

Bonding

Per paragraph 7, Innovis Lighting certifies that upon award of this contract, it will acquire a pay and performance bond. The cost of this bond is included in this bid.

At present, Innovis Lighting is unable to determine if any insurer currently issues bonds in compliance with the requirements of Code of Alabama 41-16-141. However, we have budgeted bonding per 41-16-141 in this proposal.

Additional Options

A sample AIA contract is attached hereto as Exhibit 5. Innovis Lighting also has the ability to finance this project. Please feel free to contact me if you have any additional questions, or if we can provide you with any additional information.

Sincerely,



J. Randall Pitts, Jr.  
Innovis Lighting

RFP 01-17 LED WHITEWAY LIGHT CONVERSION  
DATE: 1/13/2017

PROPOSAL AFFIDAVIT

Authorized officer: all pages in this bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on this proposal. The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be 90 calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offeror.)

State of ALABAMA

County of JEFFERSON

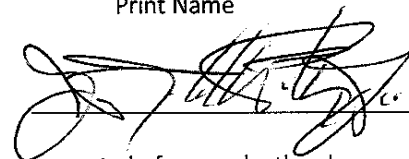
Before me, the undersigned authority, a Notary Public in and for the State of ALABAMA, this day personally appeared J. RANDALL PITTS, JR., who being by me duly sworn, did depose and say: "I, J. RANDALL PITTS JR., am the duly authorized officer of/agent for, INNOVIS LIGHTING and have been duly authorized to execute the foregoing bid on behalf of the said CORPORATION.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other offeror or other person or persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offeror is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of items/services offered, or to influence any person or persons to offer or not to offer thereon."

Name and address of Bidder: INNOVIS LIGHTING  
SB VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213

Telephone: (205) 461-6739

By: J. RANDALL PITTS, JR. MANAGING MEMBER  
Print Name Title

Signature: 

Subscribed and sworn to before me by the above named James Randall Pitts Jr.

On this 30th day of January 30 2017  
Connie Cobb Madsen  
Notary Public in and for the State of  
Alabama

Return this affidavit as part of this bid.

EXHIBIT 1

# Streetworks

## DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL/cUL Listed for wet locations.

<b>Catalog #</b>		<b>Type</b>
<b>Project</b>		
<b>Comments</b>		<b>Date</b>
<b>Prepared by</b>		

## SPECIFICATION FEATURES

### Construction

Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested and rated. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

### Optics

Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 3000K, 5000K and 6000K CCT.

### Electrical

LED drivers are mounted to

removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

### Mounting

**STANDARD ARM MOUNT:** Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during mounting. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table.

Round pole adapter included. For wall mounting, specify wall mount bracket option. **QUICK MOUNT ARM:** Adapter is bolted directly to the pole. Quick mount arm slide into place on the adapter and is secured via two screws, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

### Finish

Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard housing colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

### Warranty

Five-year warranty.

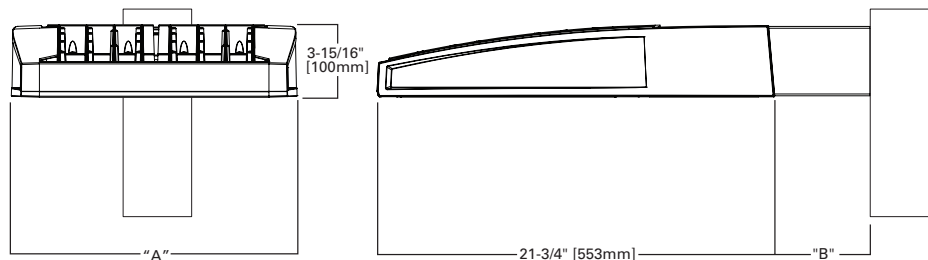


## GAN GALLEON LED

1-10 Light Squares  
Solid State LED

AREA / ROADWAY LUMINAIRE

## DIMENSIONS

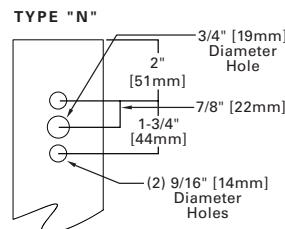


## DIMENSION DATA

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length <sup>1</sup>	Weight with Arm (lbs.)	EPA with Arm <sup>2</sup> (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated with optional arm length.

## DRILLING PATTERN



## CERTIFICATION DATA

UL/cUL Wet Location Listed  
ISO 9001  
LM79 / LM80 Compliant  
3G Vibration Rated  
IP66 Rated  
DesignLights Consortium™ Qualified\*

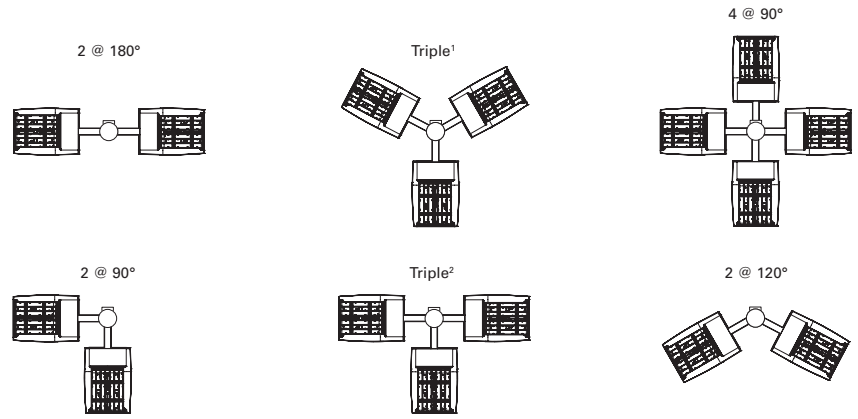
## ENERGY DATA

**Electronic LED Driver**  
>0.9 Power Factor  
<20% Total Harmonic Distortion  
120V-277V 50/60Hz  
347V & 480V 60Hz  
-40°C Min. Temperature  
40°C Max. Temperature  
50°C Max. Temperature (HA Option)



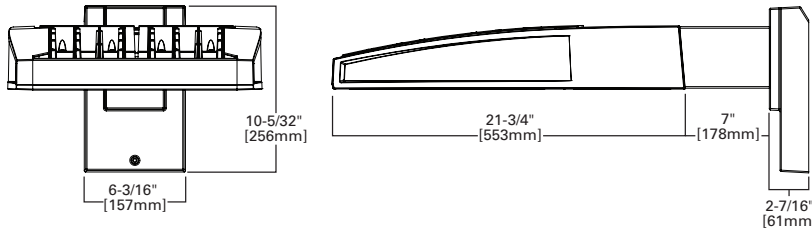
**STANDARD ARM MOUNTING REQUIREMENTS**

Configuration	90° Apart	120° Apart
GAN-AF-01	7" Arm (Standard)	7" Arm (Standard)
GAN-AF-02	7" Arm (Standard)	7" Arm (Standard)
GAN-AF-03	7" Arm (Standard)	7" Arm (Standard)
GAN-AF-04	7" Arm (Standard)	7" Arm (Standard)
GAN-AF-05	10" Extended Arm (Required)	7" Arm (Standard)
GAN-AF-06	10" Extended Arm (Required)	7" Arm (Standard)
GAN-AF-07	13" Extended Arm (Required)	13" Extended Arm (Required)
GAN-AF-08	13" Extended Arm (Required)	13" Extended Arm (Required)
GAN-AF-09	16" Extended Arm (Required)	16" Extended Arm (Required)
GAN-AF-10	16" Extended Arm (Required)	16" Extended Arm (Required)

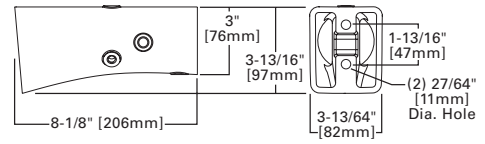


NOTES: 1 Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2 Round poles are 3 @ 90°.

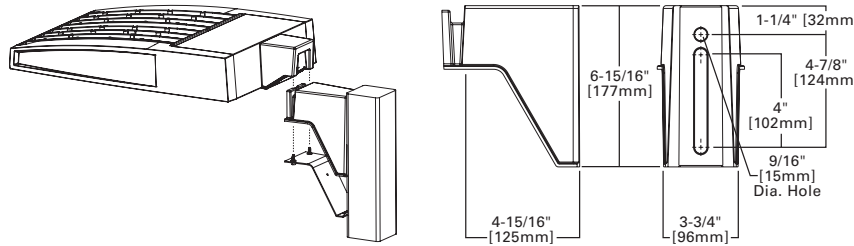
**STANDARD WALL MOUNT**



**MAST ARM MOUNT**



**QUICK MOUNT ARM (INCLUDES FIXTURE ADAPTER)**

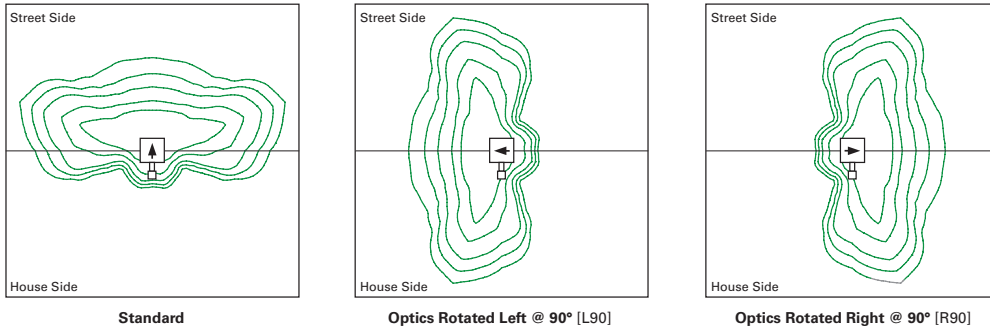


**QUICK MOUNT ARM DATA**

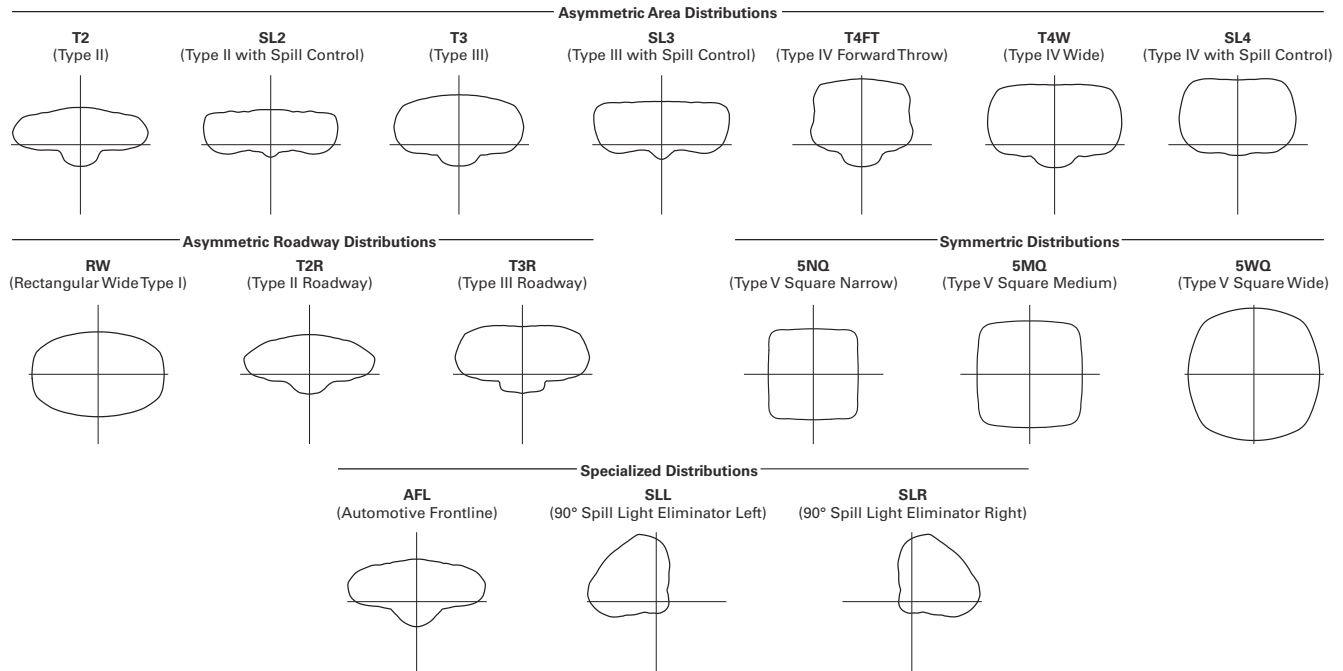
Number of Light Squares 1,2	"A" Width	Weight with QM Arm (lbs.)	Weight with QMEA Arm (lbs.)	EPA (Sq. Ft.)
1-4	15-1/2" (394mm)	35 (15.91 kgs.)	38 (17.27 kgs.)	1.11
5-6 <sup>3</sup>	21-5/8" (549mm)	46 (20.91 kgs.)	49 (22.27 kgs.)	
7-8	27-5/8" (702mm)	56 (25.45 kgs.)	59 (26.82 kgs.)	

NOTES: 1 QM option available with 1-8 light square configurations. 2 QMEA option available with 1-6 light square configurations. 3 QMEA arm to be used when mounting two fixtures at 90° on a single pole.

**OPTIC ORIENTATION**



**OPTICAL DISTRIBUTIONS**

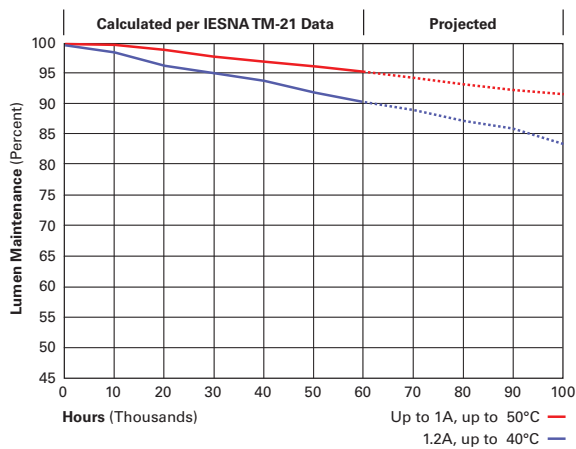


**LUMEN MAINTENANCE**

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50°C	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000

**LUMEN MULTIPLIER**

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97



**NOMINAL POWER LUMENS (1.2A)**

Number of Light Squares	1	2	3	4	5	6	7	8	9	10	
<b>Nominal Power (Watts)</b>	67	129	191	258	320	382	448	511	575	640	
<b>Input Current @ 120V (A)</b>	0.58	1.16	1.78	2.31	2.94	3.56	4.09	4.71	5.34	5.87	
<b>Input Current @ 208V (A)</b>	0.33	0.63	0.93	1.27	1.57	1.87	2.22	2.52	2.8	3.14	
<b>Input Current @ 240V (A)</b>	0.29	0.55	0.80	1.10	1.35	1.61	1.93	2.18	2.41	2.71	
<b>Input Current @ 277V (A)</b>	0.25	0.48	0.70	0.96	1.18	1.39	1.69	1.90	2.09	2.36	
<b>Input Current @ 347V (A)</b>	0.20	0.39	0.57	0.78	0.96	1.15	1.36	1.54	1.72	1.92	
<b>Input Current @ 480V (A)</b>	0.15	0.30	0.43	0.60	0.73	0.85	1.03	1.16	1.28	1.45	
<b>Optics</b>											
<b>T2</b>	4000K/5000K Lumens	6,709	13,111	19,562	25,848	32,026	38,325	45,324	51,355	57,286	63,424
	3000K Lumens	5,939	11,606	17,316	22,881	28,349	33,925	40,121	45,459	50,710	56,143
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
<b>T2R</b>	4000K/5000K Lumens	7,122	13,919	20,769	27,442	34,000	40,687	48,117	54,519	60,816	67,333
	3000K Lumens	5,939	11,606	17,316	22,881	28,349	33,925	40,121	45,459	50,710	56,143
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
<b>T3</b>	4000K/5000K Lumens	6,838	13,363	19,939	26,346	32,642	39,062	46,196	52,343	58,388	64,646
	3000K Lumens	6,053	11,829	17,650	23,321	28,895	34,578	40,893	46,334	51,685	57,225
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
<b>T3R</b>	4000K/5000K Lumens	6,990	13,660	20,382	26,931	33,368	39,930	47,223	53,506	59,686	66,081
	3000K Lumens	6,188	12,092	18,042	23,839	29,537	35,346	41,802	47,364	52,834	58,495
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
<b>T4FT</b>	4000K/5000K Lumens	6,878	13,440	20,055	26,499	32,832	39,289	46,464	52,646	58,726	65,020
	3000K Lumens	6,088	11,897	17,753	23,457	29,063	34,779	41,130	46,602	51,984	57,556
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
<b>T4W</b>	4000K/5000K Lumens	6,789	13,267	19,795	26,156	32,408	38,781	45,864	51,967	57,968	64,180
	3000K Lumens	6,010	11,744	17,523	23,153	28,688	34,329	40,599	46,001	51,313	56,812
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
<b>SL2</b>	4000K/5000K Lumens	6,697	13,088	19,529	25,804	31,970	38,259	45,245	51,267	57,186	63,315
	3000K Lumens	5,928	11,585	17,287	22,842	28,300	33,867	40,051	45,382	50,621	56,046
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
<b>SL3</b>	4000K/5000K Lumens	6,837	13,361	19,936	26,342	32,639	39,057	46,189	52,336	58,380	64,636
	3000K Lumens	6,052	11,827	17,647	23,318	28,892	34,573	40,887	46,328	51,678	57,216
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
<b>SL4</b>	4000K/5000K Lumens	6,496	12,695	18,943	25,029	31,011	37,110	43,886	49,727	55,470	61,414
	3000K Lumens	5,750	11,238	16,768	22,156	27,451	32,850	38,848	44,018	49,102	54,364
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>5NQ</b>	4000K/5000K Lumens	7,052	13,781	20,564	27,171	33,664	40,285	47,641	53,981	60,215	66,669
	3000K Lumens	6,242	12,199	18,203	24,052	29,799	35,660	42,172	47,784	53,302	59,015
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
<b>5MQ</b>	4000K/5000K Lumens	7,182	14,034	20,942	27,671	34,284	41,027	48,518	54,975	61,323	67,896
	3000K Lumens	6,358	12,423	18,538	24,494	30,348	36,317	42,948	48,664	54,283	60,102
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5
<b>5WQ</b>	4000K/5000K Lumens	7,201	14,073	20,998	27,744	34,375	41,136	48,648	55,121	61,487	68,077
	3000K Lumens	6,374	12,457	18,587	24,559	30,429	36,414	43,063	48,793	54,428	60,262
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
<b>SLL/SLR</b>	4000K/5000K Lumens	6,009	11,741	17,519	23,148	28,681	34,321	40,589	45,990	51,301	56,798
	3000K Lumens	5,319	10,393	15,508	20,491	25,388	30,381	35,929	40,710	45,412	50,278
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
<b>RW</b>	4000K/5000K Lumens	6,989	13,657	20,378	26,925	33,360	39,921	47,211	53,494	59,672	66,066
	3000K Lumens	6,187	12,089	18,039	23,834	29,530	35,338	41,791	47,353	52,822	58,482
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
<b>AFL</b>	4000K/5000K Lumens	7,014	13,706	20,452	27,023	33,481	40,066	47,383	53,688	59,888	66,306
	3000K Lumens	6,209	12,133	18,104	23,921	29,637	35,466	41,943	47,525	53,013	58,694
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B4-U0-G4	B4-U0-G4

\* Nominal data for 70 CRI.

NOMINAL POWER LUMENS (1A)

Number of Light Squares	1	2	3	4	5	6	7	8	9	10	
Nominal Power (Watts)	59	113	166	225	279	333	391	445	501	558	
Input Current @ 120V (A)	0.51	1.02	1.53	2.03	2.55	3.06	3.56	4.08	4.6	5.07	
Input Current @ 208V (A)	0.29	0.56	0.82	1.11	1.37	1.64	1.93	2.19	2.46	2.75	
Input Current @ 240V (A)	0.26	0.48	0.71	0.96	1.19	1.41	1.67	1.89	2.12	2.39	
Input Current @ 277V (A)	0.23	0.42	0.61	0.83	1.03	1.23	1.45	1.65	1.84	2.09	
Input Current @ 347V (A)	0.17	0.32	0.50	0.64	0.82	1.00	1.14	1.32	1.50	1.68	
Input Current @ 480V (A)	0.14	0.24	0.37	0.48	0.61	0.75	0.91	0.99	1.12	1.28	
<b>Optics</b>											
T2	4000K/5000K Lumens	6,116	11,951	17,833	23,563	29,195	34,937	41,317	46,814	52,221	57,817
	3000K Lumens	5,414	10,579	15,786	20,858	25,843	30,926	36,574	41,440	46,226	51,180
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
T2R	4000K/5000K Lumens	6,493	12,688	18,932	25,015	30,994	37,090	43,863	49,699	55,439	61,380
	3000K Lumens	5,748	11,231	16,759	22,143	27,436	32,832	38,828	43,994	49,075	54,334
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
T3	4000K/5000K Lumens	6,234	12,181	18,176	24,017	29,756	35,609	42,111	47,715	53,225	58,930
	3000K Lumens	5,518	10,783	16,089	21,260	26,340	31,521	37,277	42,237	47,115	52,165
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
T3R	4000K/5000K Lumens	6,372	12,453	18,580	24,550	30,418	36,400	43,048	48,776	54,409	60,239
	3000K Lumens	5,640	11,023	16,447	21,732	26,926	32,221	38,106	43,177	48,163	53,324
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
T4FT	4000K/5000K Lumens	6,270	12,252	18,282	24,156	29,929	35,815	42,356	47,992	53,534	59,271
	3000K Lumens	5,550	10,845	16,183	21,383	26,493	31,703	37,494	42,483	47,388	52,467
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
T4W	4000K/5000K Lumens	6,189	12,094	18,045	23,844	29,543	35,352	41,809	47,372	52,843	58,506
	3000K Lumens	5,479	10,706	15,973	21,107	26,151	31,294	37,009	41,934	46,777	51,790
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
SL2	4000K/5000K Lumens	6,105	11,931	17,803	23,522	29,144	34,877	41,245	46,734	52,130	57,717
	3000K Lumens	5,404	10,561	15,759	20,822	25,798	30,873	36,510	41,369	46,145	51,091
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
SL3	4000K/5000K Lumens	6,233	12,180	18,174	24,013	29,753	35,604	42,106	47,708	53,218	58,921
	3000K Lumens	5,517	10,782	16,088	21,256	26,337	31,517	37,272	42,231	47,109	52,157
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
SL4	4000K/5000K Lumens	5,922	11,572	17,268	22,816	28,269	33,829	40,006	45,330	50,566	55,984
	3000K Lumens	5,242	10,244	15,286	20,197	25,024	29,945	35,413	40,126	44,761	49,557
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
5NQ	4000K/5000K Lumens	6,429	12,563	18,746	24,768	30,688	36,723	43,429	49,208	54,891	60,775
	3000K Lumens	5,691	11,121	16,594	21,925	27,165	32,507	38,443	43,559	48,590	53,798
	BUG Rating	B2-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
5MQ	4000K/5000K Lumens	6,547	12,794	19,090	25,224	31,253	37,400	44,228	50,114	55,902	61,893
	3000K Lumens	5,795	11,325	16,898	22,328	27,665	33,106	39,151	44,361	49,484	54,788
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
5WQ	4000K/5000K Lumens	6,564	12,828	19,141	25,291	31,336	37,499	44,347	50,248	56,051	62,058
	3000K Lumens	5,810	11,355	16,944	22,388	27,739	33,194	39,256	44,480	49,616	54,934
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
SLL/SLR	4000K/5000K Lumens	5,478	10,703	15,970	21,102	26,145	31,286	37,001	41,924	46,765	51,777
	3000K Lumens	4,849	9,474	14,137	18,679	23,144	27,694	32,753	37,111	41,396	45,833
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
RW	4000K/5000K Lumens	6,371	12,449	18,576	24,544	30,411	36,392	43,037	48,764	54,396	60,225
	3000K Lumens	5,640	11,020	16,443	21,726	26,920	32,214	38,096	43,166	48,151	53,311
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
AFL	4000K/5000K Lumens	6,394	12,494	18,644	24,634	30,521	36,524	43,194	48,942	54,593	60,444
	3000K Lumens	5,660	11,060	16,504	21,806	27,017	32,331	38,235	43,323	48,326	53,505
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4

\* Nominal data for 70 CRI.



**NOMINAL POWER LUMENS (800MA)**

Number of Light Squares	1	2	3	4	5	6	7	8	9	10	
<b>Nominal Power (Watts)</b>	44	85	124	171	210	249	295	334	374	419	
<b>Input Current @ 120V (A)</b>	0.39	0.77	1.13	1.54	1.90	2.26	2.67	3.03	3.39	3.80	
<b>Input Current @ 208V (A)</b>	0.22	0.44	0.62	0.88	1.06	1.24	1.50	1.68	1.87	2.12	
<b>Input Current @ 240V (A)</b>	0.19	0.38	0.54	0.76	0.92	1.08	1.30	1.46	1.62	1.84	
<b>Input Current @ 277V (A)</b>	0.17	0.36	0.47	0.72	0.83	0.95	1.19	1.31	1.42	1.67	
<b>Input Current @ 347V (A)</b>	0.15	0.24	0.38	0.49	0.63	0.77	0.87	1.01	1.15	1.52	
<b>Input Current @ 480V (A)</b>	0.11	0.18	0.29	0.37	0.48	0.59	0.66	0.77	0.88	0.96	
<b>Optics</b>											
<b>T2</b>	4000K/5000K Lumens	4,941	9,656	14,408	19,038	23,588	28,227	33,382	37,823	42,191	46,713
	3000K Lumens	4,374	8,547	12,754	16,852	20,880	24,987	29,550	33,481	37,347	41,350
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B4-U0-G5	B4-U0-G5
<b>T2R</b>	4000K/5000K Lumens	5,246	10,251	15,296	20,211	25,041	29,966	35,439	40,154	44,791	49,592
	3000K Lumens	4,644	9,074	13,540	17,891	22,166	26,526	31,371	35,544	39,649	43,899
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5
<b>T3</b>	4000K/5000K Lumens	5,037	9,842	14,685	19,404	24,041	28,770	34,024	38,551	43,003	47,612
	3000K Lumens	4,459	8,712	12,999	17,176	21,281	25,467	30,118	34,125	38,066	42,146
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5
<b>T3R</b>	4000K/5000K Lumens	5,148	10,061	15,011	19,835	24,576	29,409	34,780	39,408	43,959	48,669
	3000K Lumens	4,557	8,906	13,288	17,558	21,755	26,033	30,787	34,884	38,913	43,082
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>T4FT</b>	4000K/5000K Lumens	5,066	9,899	14,770	19,516	24,181	28,936	34,221	38,774	43,252	47,888
	3000K Lumens	4,484	8,763	13,074	17,276	21,405	25,614	30,292	34,323	38,287	42,390
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>T4W</b>	4000K/5000K Lumens	5,000	9,771	14,579	19,264	23,869	28,562	33,779	38,274	42,694	47,269
	3000K Lumens	4,426	8,649	12,905	17,052	21,129	25,283	29,901	33,880	37,793	41,843
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
<b>SL2</b>	4000K/5000K Lumens	4,933	9,639	14,383	19,005	23,547	28,178	33,324	37,758	42,118	46,632
	3000K Lumens	4,367	8,532	12,732	16,823	20,844	24,943	29,498	33,423	37,283	41,279
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
<b>SL3</b>	4000K/5000K Lumens	5,036	9,841	14,683	19,401	24,039	28,766	34,019	38,546	42,997	47,605
	3000K Lumens	4,458	8,711	12,997	17,174	21,279	25,464	30,114	34,121	38,061	42,140
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>SL4</b>	4000K/5000K Lumens	4,784	9,350	13,951	18,434	22,840	27,332	32,323	36,624	40,854	45,232
	3000K Lumens	4,235	8,277	12,349	16,318	20,218	24,194	28,612	32,420	36,164	40,039
	BUG Rating	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>5NQ</b>	4000K/5000K Lumens	5,194	10,150	15,145	20,011	24,794	29,670	35,088	39,757	44,349	49,102
	3000K Lumens	4,598	8,985	13,406	17,714	21,948	26,264	31,060	35,193	39,258	43,465
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3
<b>5MQ</b>	4000K/5000K Lumens	5,290	10,337	15,424	20,380	25,250	30,217	35,734	40,489	45,165	50,006
	3000K Lumens	4,683	9,150	13,653	18,040	22,351	26,748	31,632	35,841	39,980	44,265
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
<b>5WQ</b>	4000K/5000K Lumens	5,304	10,365	15,465	20,434	25,318	30,297	35,830	40,597	45,286	50,139
	3000K Lumens	4,695	9,175	13,690	18,088	22,411	26,819	31,717	35,936	40,087	44,383
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
<b>SLL/SLR</b>	4000K/5000K Lumens	4,426	8,648	12,903	17,049	21,124	25,278	29,894	33,872	37,784	41,832
	3000K Lumens	3,918	7,655	11,422	15,092	18,699	22,376	26,462	29,983	33,446	37,030
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>RW</b>	4000K/5000K Lumens	5,147	10,058	15,009	19,830	24,570	29,402	34,771	39,399	43,949	48,658
	3000K Lumens	4,556	8,903	13,286	17,554	21,749	26,027	30,779	34,876	38,904	43,072
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4
<b>AFL</b>	4000K/5000K Lumens	5,166	10,095	15,063	19,903	24,659	29,509	34,898	39,542	44,108	48,835
	3000K Lumens	4,573	8,936	13,334	17,618	21,828	26,121	30,892	35,003	39,044	43,229
	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3

\* Nominal data for 70 CRI.

**NOMINAL POWER LUMENS (600MA)**

Number of Light Squares	1	2	3	4	5	6	7	8	9	10	
Nominal Power (Watts)	34	66	96	129	162	193	226	257	290	323	
Input Current @ 120V (A)	0.30	0.58	0.86	1.16	1.44	1.73	2.03	2.33	2.59	2.89	
Input Current @ 208V (A)	0.17	0.34	0.49	0.65	0.84	0.99	1.14	1.30	1.48	1.63	
Input Current @ 240V (A)	0.15	0.30	0.43	0.56	0.74	0.87	1.00	1.13	1.30	1.43	
Input Current @ 277V (A)	0.14	0.28	0.41	0.52	0.69	0.81	0.93	1.04	1.22	1.33	
Input Current @ 347V (A)	0.11	0.19	0.30	0.39	0.49	0.60	0.69	0.77	0.90	0.99	
Input Current @ 480V (A)	0.08	0.15	0.24	0.30	0.38	0.48	0.53	0.59	0.71	0.77	
<b>Optics</b>											
<b>T2</b>	4000K/5000K Lumens	4,029	7,874	11,749	15,525	19,235	23,019	27,222	30,844	34,406	38,093
	3000K Lumens	3,566	6,970	10,400	13,743	17,027	20,376	24,097	27,303	30,456	33,720
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4
<b>T2R</b>	4000K/5000K Lumens	4,278	8,360	12,474	16,482	20,421	24,437	28,900	32,745	36,527	40,441
	3000K Lumens	3,787	7,400	11,042	14,590	18,077	21,632	25,582	28,986	32,334	35,798
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
<b>T3</b>	4000K/5000K Lumens	4,107	8,026	11,976	15,824	19,605	23,461	27,746	31,438	35,068	38,827
	3000K Lumens	3,636	7,105	10,601	14,007	17,354	20,768	24,561	27,829	31,042	34,370
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
<b>T3R</b>	4000K/5000K Lumens	4,198	8,205	12,242	16,175	20,041	23,982	28,363	32,137	35,848	39,689
	3000K Lumens	3,716	7,263	10,837	14,318	17,740	21,229	25,107	28,448	31,733	35,133
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
<b>T4FT</b>	4000K/5000K Lumens	4,131	8,072	12,045	15,915	19,719	23,597	27,907	31,620	35,272	39,052
	3000K Lumens	3,657	7,145	10,662	14,088	17,455	20,888	24,703	27,990	31,223	34,569
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>T4W</b>	4000K/5000K Lumens	4,077	7,968	11,889	15,710	19,465	23,292	27,546	31,212	34,816	38,547
	3000K Lumens	3,609	7,053	10,524	13,906	17,230	20,618	24,384	27,629	30,819	34,122
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
<b>SL2</b>	4000K/5000K Lumens	4,022	7,861	11,729	15,498	19,202	22,979	27,175	30,791	34,347	38,028
	3000K Lumens	3,560	6,959	10,383	13,719	16,998	20,341	24,055	27,256	30,404	33,662
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
<b>SL3</b>	4000K/5000K Lumens	4,106	8,025	11,974	15,821	19,603	23,458	27,742	31,433	35,064	38,821
	3000K Lumens	3,635	7,104	10,599	14,005	17,353	20,765	24,557	27,824	31,039	34,364
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
<b>SL4</b>	4000K/5000K Lumens	3,902	7,624	11,377	15,033	18,626	22,289	26,359	29,867	33,316	36,886
	3000K Lumens	3,454	6,749	10,071	13,307	16,488	19,730	23,333	26,438	29,491	32,651
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5
<b>5NQ</b>	4000K/5000K Lumens	4,236	8,277	12,351	16,319	20,219	24,196	28,614	32,422	36,166	40,042
	3000K Lumens	3,750	7,327	10,933	14,446	17,898	21,418	25,329	28,700	32,014	35,445
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3
<b>5MQ</b>	4000K/5000K Lumens	4,314	8,429	12,578	16,619	20,591	24,641	29,141	33,019	36,832	40,779
	3000K Lumens	3,819	7,461	11,134	14,711	18,227	21,812	25,796	29,228	32,604	36,098
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
<b>5WQ</b>	4000K/5000K Lumens	4,325	8,452	12,611	16,664	20,646	24,707	29,219	33,106	36,930	40,888
	3000K Lumens	3,828	7,482	11,163	14,751	18,276	21,871	25,865	29,305	32,690	36,194
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
<b>SLL/SLR</b>	4000K/5000K Lumens	3,609	7,052	10,522	13,903	17,226	20,613	24,378	27,622	30,812	34,114
	3000K Lumens	3,195	6,242	9,314	12,307	15,248	18,247	21,579	24,451	27,275	30,198
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
<b>RW</b>	4000K/5000K Lumens	4,197	8,202	12,239	16,171	20,036	23,977	28,356	32,129	35,839	39,680
	3000K Lumens	3,715	7,260	10,834	14,315	17,736	21,224	25,101	28,441	31,725	35,125
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
<b>AFL</b>	4000K/5000K Lumens	4,213	8,232	12,284	16,230	20,109	24,064	28,459	32,246	35,969	39,824
	3000K Lumens	3,729	7,287	10,874	14,367	17,800	21,301	25,192	28,544	31,840	35,252
	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3

\* Nominal data for 70 CRI.

**CONTROL OPTIONS**

**0-10V (DIM)**

This fixture is offered standard with 0-10V dimming driver(s). The DIM option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

**Photocontrol (P, 4 and 4N7)**

Optional button-type photocontrol (P) and photocontrol receptacles (4 and 4N7) provide a flexible solution to enable “dusk-to-dawn” lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the 4N7 receptacle.

**After Hours Dim (AHD)**

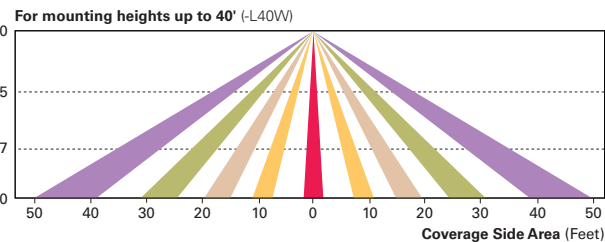
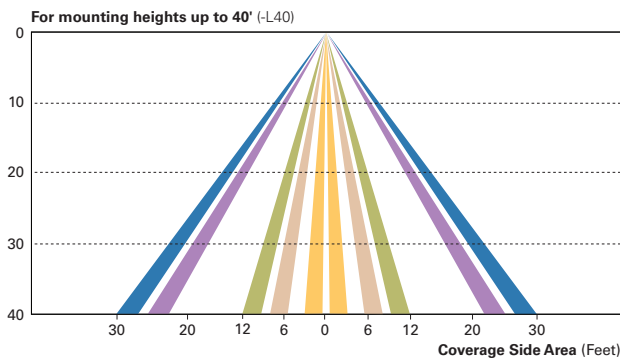
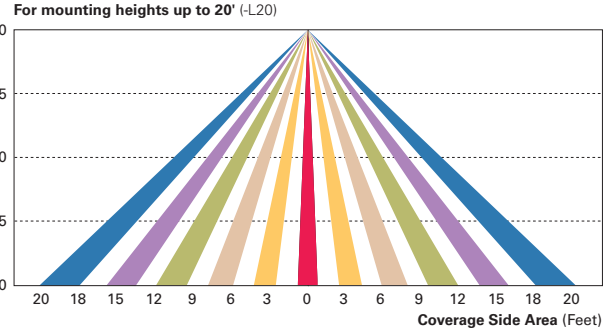
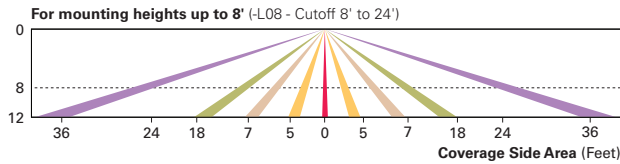
This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

**Dimming Occupancy Sensor (MS/DIM-LXX, MS/X-LXX and MS-LXX)**

These sensors are factory installed in the luminaire housing. When the MS/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MS-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity. The MS/X-LXX is also preset for five minutes and only controls the specified number of light engines to maintain steady output from the remaining light engines.

These occupancy sensors includes an integral photocell that can be activated with the FSIR-100 accessory for “dusk-to-dawn” control or daylight harvesting - the factory preset is OFF. The FSIR-100 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters.

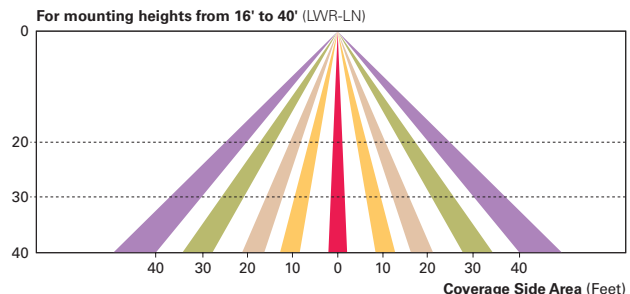
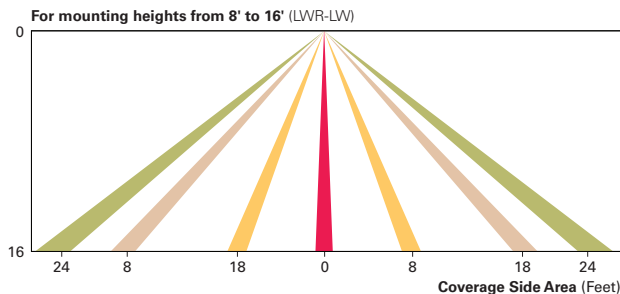
A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8’-40’.



**LumaWatt Wireless Control and Monitoring System (LWR-LW and LWR-LN)**

The LumaWatt system is a peer-to-peer wireless network of luminaire-integral sensors for any sized project. Each sensor is capable of motion and photo sensing, metering power consumption and wireless communication. The end-user can securely create and manage sensor profiles with browser-based management software. The software will automatically broadcast to the sensors via wireless gateways for zone-based and individual luminaire control. The LumaWatt software provides smart building solutions by utilizing the sensor to provide easy-to-use dashboard and analytic capabilities such as improved energy savings, traffic flow analysis, building management software integration and more.

For additional details, refer to the LumaWatt product guides.



ORDERING INFORMATION

Sample Number: GAN-AF-04-LED-U-T3R-BZ

Product Family 1,2	Light Engine	Number of Light Squares 3	Lamp Type	Voltage	Distribution	Color	Mounting
GAN=Galleon	AF=1A Drive Current	01=1 02=2 03=3 04=4 05=5 06=6 07=7 4 08=8 4 09=9 5 10=10 5	LED=Solid State Light Emitting Diodes	U=Universal (120-277V) 8=480V 6,7 9=347V 6	T2=Type II T2R=Type II Roadway T3=Type III T3R=Type III Roadway T4FT=Type IV Forward Throw T4W=Type IV Wide 5N0=Type V Narrow 5M0=Type V Square Medium 5W0=Type V Square Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I AFL=Automotive Frontline	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White	[Blank]=Arm for Round or Square Pole EA=Extended Arm 8 MA=Mast Arm Adapter 9 WM=Wall Mount QM=Quick Mount Arm (Standard Length) 10 QMEA=Quick Mount Arm (Extended Length) 11
Options (Add as Suffix)					Accessories (Order Separately)		
7030=70 CRI 3000K 12 7050=70 CRI 5000K 12 7060=70 CRI 6000K 12 600=Drive Current Factory Set to 600mA 13 800=Drive Current Factory Set to 800mA 13 1200=Drive Current Factory Set to 1200mA 13,14 2L=Two Circuits 15,16 DIM=External 0-10V Dimming Leads 3=Three-Position Terminal Block P=Button Type Photocontrol (120, 208, 240 or 277V) 4=NEMA Twistlock Photocontrol Receptacle 4N7=NEMA 7-PIN Twistlock Photocontrol Receptacle AHD145=After Hours Dim, 5 Hours 17 AHD245=After Hours Dim, 6 Hours 17 AHD255=After Hours Dim, 7 Hours 17 AHD355=After Hours Dim, 8 Hours 17 HA=50°C High Ambient MS/DIM-L08=Motion Sensor for Dimming Operation, Maximum 8' Mounting Height 18 MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height 18 MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height 18 MS/X-L08=Bi-Level Motion Sensor, Maximum 8' Mounting Height 18,19 MS/X-L20=Bi-Level Motion Sensor, 9' - 20' Mounting Height 18,19 MS/X-L40=Bi-Level Motion Sensor, 21' - 40' Mounting Height 18,19 LWR-LW=LumaWatt Wireless Sensor, Wide Lens for 8' - 16' Mounting Height 20 LWR-LN=LumaWatt Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height 20 L90=Optics Rotated 90° Left R90=Optics Rotated 90° Right MT=Factory Installed Mesh Top TH=Tool-less Door Hardware LCF=Light Square Trim Plate Painted to Match Housing HSS=Factory Installed House Side Shield 21 CE=CE Marking 22					OA/RA1016=NEMA Photocontrol Multi-Tap - 105-285V OA/RA1027=NEMA Photocontrol - 480V OA/RA1201=NEMA Photocontrol - 347V OA/RA1013=Photocontrol Shorting Cap OA/RA1014=120V Photocontrol SA1252=10kV Surge Module Replacement SA1036-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon SA1037-XX=2 @ 180° Tenon Adapter for 2-3/8" O.D. Tenon SA1197-XX=3 @ 120° Tenon Adapter for 2-3/8" O.D. Tenon SA1188-XX=4 @ 90° Tenon Adapter for 2-3/8" O.D. Tenon SA1189-XX=2 @ 90° Tenon Adapter for 2-3/8" O.D. Tenon SA1190-XX=3 @ 90° Tenon Adapter for 2-3/8" O.D. Tenon SA1191-XX=2 @ 120° Tenon Adapter for 2-3/8" O.D. Tenon SA1038-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon SA1039-XX=2 @ 180° Tenon Adapter for 3-1/2" O.D. Tenon SA1192-XX=3 @ 120° Tenon Adapter for 3-1/2" O.D. Tenon SA1193-XX=4 @ 90° Tenon Adapter for 3-1/2" O.D. Tenon SA1194-XX=2 @ 90° Tenon Adapter for 3-1/2" O.D. Tenon SA1195-XX=3 @ 90° Tenon Adapter for 3-1/2" O.D. Tenon FSIR-100=Wireless Configuration Tool for Occupancy Sensor 23 GAN-MT1=Field Installed Mesh Top for 1-4 Light Squares GAN-MT2=Field Installed Mesh Top for 5-6 Light Squares GAN-MT3=Field Installed Mesh Top for 7-8 Light Squares GAN-MT4=Field Installed Mesh Top for 9-10 Light Squares GLEON-QM=Quick Mount Arm Kit 10 GLEON-QM-EA=Quick Mount Extended Length Arm Kit 11 LS/HSS=Field Installed House Side Shield 22,24		

NOTES:

- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
- DesignLights Consortium™ Qualified. Refer to [www.designlights.org](http://www.designlights.org) Qualified Products List under Family Models for details.
- Standard 4000K CCT and minimum 70 CRI.
- Not compatible with extended quick mount arm (QMEA).
- Not compatible with standard quick mount arm (QM) or extended quick mount arm (QMEA).
- Requires the use of a step down transformer when combined with sensor options. Not available with sensor at 1200mA. Not available in combination with the HA high ambient and sensor options at 1A.
- Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
- May be required when two or more luminaires are oriented on a 90° or 120° drilling pattern. Refer to arm mounting requirement table.
- Factory installed.
- Maximum 8 light squares.
- Maximum 6 light squares.
- Use dedicated IES files for 3000K, 5000K, 6000K when performing layouts. These files are published on the Galleon luminaire product page on the website.
- 1 Amp standard. Use dedicated IES files for 600mA, 800mA and 1200mA when performing layouts. These files are published on the Galleon luminaire product page on the website.
- Not available with HA option.
- 2L is not available with MS/X or MS/DIM at 347V or 480V. 2L in AF-02 through AF-04 requires a larger housing, normally used for AF-05 or AF-06.
- Not available with LumaWatt wireless sensors.
- Requires the use of P photocontrol or the 4N7 or 4 photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
- The FSIR-100 accessory is required to adjust parameters.
- Available in 2, 3, 4 or 6 Light Square configurations. Replace "X" with number of Light Squares in low output mode. Not available with dimming leads. No terminal block with bi-level operation.
- LumaWatt wireless sensors are factory installed only requiring network components RF-EM-1, RF-GW-1 and RF-ROUT-1 in appropriate quantities. See [www.eaton.com/lighting](http://www.eaton.com/lighting) for LumaWatt application information.
- Only for use with SL2, SL3, SL4 and AFL distributions. The Light Square trim plate is painted black when the HSS option is selected.
- CE is not available with the LWR, MS, MS/X, MS/DIM, P, 4 or 4N7 options. Available in 120-277V only.
- This tool enables adjustment of parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
- One required for each Light Square.

EXHIBIT 2



EXHIBIT 3



58 VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213  
(205) 401-6739 (c)  
(205) 396-3979 (o)  
WWW.INNOVISLIGHTING.COM

### Municipal Streetlight References

Mr. Ronnie Vaughn, Director of Public Works  
City of Mountain Brook  
3579 East Street  
Birmingham , Alabama 35243  
(205) 802-3865  
(205) 966-8951 (c)  
[vaughnr@mtnbrook.org](mailto:vaughnr@mtnbrook.org)

Dr. Stancil Handley, Mayor  
City of Columbiana  
107 Mildred Street  
Columbiana, Alabama 35051  
(205) 669-5800



EXHIBIT 4



58 VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213  
(205) 401-6739 (c)  
(205) 396-3979 (o)  
WWW.INNOVISLIGHTING.COM

January 31, 2017

Job Name: RFP 01-17 LED Whiteway Conversion

Bid #: 013117.01

Bid Date: 1/31/2017

Qty	Type	Mfg	Description	Extd.Price
120	Materials	COOPER	GAN-AE-XX-LED-8-XXX-AP	\$115,920.00 (\$966.00/unit)
1	Labor		Install 120 Cooper Galleon fixtures	\$43,200.00
1	Bonding		Performance/Payment & GSE bond	\$2,675.00
				<b>Materials: \$115,920.00</b>
				<b>Labor:\$43,200.00</b>
				<b>FREIGHT: N/C</b>
				<b>TOTAL: \$161,795.00</b>
<b>Prices firm for entry by: 90 Days</b>		<b>Shipment by:</b>		<b>Lead Time: 6-8 weeks</b>
<b>Subject to manufacturer's published terms and conditions of sale. Quotation is void if changed. Complete quote must be used. INCLUDE QUOTE# ON P.O. No Lamps, Fusing, Etc. or Freight unless specified on quote. Counts, run lengths and mounting accessories to be verified by contractor or Distributor. SUBJECT TO APPROVAL.</b>				

Quoted prices are valid for forty-five (45) days from date on quote. Prices do not include tax or installation. Quoted prices subject to freight if manufacturer's minimum order not met. Subject to manufacturer's published terms and conditions of sale. Counts, run lengths and mounting accessories to be verified by contractor. Subject to approval. Quotation is void if changed. Complete quote must be used. Please include Quote number on Purchase Order. Quote based upon electrical plans and specifications provided to Innovis. As-built deviations shall be addressed by joint review by the parties. Any change orders or modifications to this bid must be submitted in writing to Innovis Lighting, 58 Vine Street, Suite 100, Birmingham, AL 35213, c/o J. Randall Pitts. The parties further agree that any disputes arising from this contract including, but not limited to, the sale and installation of the fixtures, shall be brought in the Circuit Court of Jefferson County, Alabama. Prior to beginning work, the parties shall execute any additional documentation Innovis deems necessary in order to adequately define the scope of work covered by this agreement. Lead time is eight (8) weeks once order is placed. Payment for one-half of the invoice amount is due upon ordering, net due upon delivery. Delivery is to Distributor at 58 Vine Street, Birmingham, AL 35213 unless otherwise requested at time of order.

Accepted this the \_\_\_\_ day of January, 2017.

\_\_\_\_\_  
City of Vestavia Hills  
Authorized Representative

Accepted this the \_\_\_\_ day of January, 2017.

\_\_\_\_\_  
Innovis Lighting

EXHIBIT 5

# AIA<sup>®</sup> Document A101<sup>™</sup> - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 29th day of Dec in the year 2016  
(In words, indicate day, month and year.)

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

City of Vestavia Hills  
~~510 Montgomery Highway~~  
~~Vestavia, AL 35216 xxx~~  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

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

INNOVIS LIGHTING, INC.  
ST VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213

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

~~Vestavia, AL 35216 xxxxxx~~  
City of Vestavia Hills Street Lights-Highway 31  
Vestavia, AL 35216 Hills, AL 35216

The Architect: NONE  
(Name, legal status, address and other information)

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

PLEASE REFER TO INNOVIS' RESPONSE TO RFP 01-17.  
SAID RESPONSE AND ALL ATTACHMENTS THERETO ARE HEREBY  
(INCORPORATED) BY REFERENCE.

init.

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User Notes:

(1297050746)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract 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 Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement 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 Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**WORK SHALL COMMENCE WITHIN 45 DAYS OF NOTICE TO PROCEED.**

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( 120 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

init.

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be            (\$           ), subject to additions and deductions as provided in the Contract Documents. **\$161,795.00 (ONE HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS)**

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:  
25% down payment at contract signing  
70% upon completion  
5% after 30 day posted notice **advertisement as required by Title 39-1-1(f),**

**Code of Alabama, 1975.**

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the            day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the            day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than            (            ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and after advertisement as required by Title 39-1-1 (f) Code of Alabama 1975;
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

mit.



**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Christopher Brady  
City of Vestavia Hills  
1032 Montgomery HWY  
Vestavia Hills, AL 35216

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor 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 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, 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.)*

% NA

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Brian Davis  
City of Vestavia Hills  
1032 Montgomery HWY  
Vestavia Hills, AL 35216

§ 8.4 The Contractor's representative:

*(Name, address and other information)*

J. RANDALL FITTS, JR.  
58 VINE STREET, SUITE 100  
BIRMINGHAM, AL 35213  
(205) 401-6739 (205) 386-3979

init.

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User Notes:

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
INNOVIS RESPONSE TO RFP 01-17 IS INCORPORATED BY REFERENCE.			

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
**Attached hereto**

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

- 2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, **with coverages and limits described in Supplemental and Special Conditions.** *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

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

\_\_\_\_\_

OWNER (Signature)

\_\_\_\_\_

(Printed name and title)

\_\_\_\_\_

CONTRACTOR (Signature)

By: T. RANDALL JONES, JR. / MANAGER

\_\_\_\_\_

(Printed name and title)

\_\_\_\_\_

CONTRACTOR (Signature)

By: \_\_\_\_\_

(Printed name and title)

**Exhibit 2**  
**SUPPLEMENTARY AND SPECIAL CONDITIONS**

Notwithstanding anything contained in the Construction Contract and General Conditions to the Contract to the contrary, the Owner and Contractor agree to add the following terms, provisions and conditions to the Contract and General Conditions:

**ONE: PERFORMANCE BOND AND PAYMENT BOND:**

A. Before commencing the work, Contractor shall execute and deliver a Performance Bond using AIA Document A312-2010, with penalty equal to one hundred percent (100%) of the amount of the contract price in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_).

B. Before commencing the work, Contractor shall execute and deliver a Payment Bond using AIA Document A312-2010 payable to the City of Vestavia Hills, Alabama executed in the amount of the contract price of \_\_\_\_\_ Dollars (\_\_\_\_\_ ) with the obligation that the Contractor shall promptly make all payments to persons supplying labor, materials or supplies for or in the prosecution of the work provided in the contract and for the payment for reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

**TWO: INDEMNIFICATION AGREEMENT:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and other elected public officials and employees, as Owner, and their agents, employees and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, 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, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work. The City Manager, Mayor, all members of the City Council, servants, agents and employees or representatives of the City (Owner) shall also be indemnities under section 3.18.1 of the General Conditions to the Contract.

**THREE: DELETIONS:** Sections 10.3.3 and 10.3.6 of the General Conditions are deleted in their entirety.

**FOUR. LIMITS OF INSURANCE COVERAGES:** The insurance policy limits for the insurance coverages referred to in Article 11 of the General Conditions shall be as follows:

**11.1.1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE:**

1. Worker's Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must

submit a certificate from the Alabama Department of Industrial Relations stating that the Contractor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
  - (a) Bodily Injury by Accident--\$1,000,000 each accident
  - (b) Bodily Injury by Disease--\$1,000,000 each employee

**11.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Commercial General Liability Insurance ("CGL"), written on an ISO Occurrence Form (current edition of ISO CG 00 01 as of the date of Advertisement of Bids) or equivalent, shall include but need not be limited to coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000 per Project
(b) Products, Completed Operations Aggregate	\$2,000,000 per Project
(c) Personal and Advertising Injury	\$1,000,000 per Occurrence
(d) Each Occurrence	\$1,000,000

**2. Additional Requirements for Commercial General Liability Insurance:**

(a) The policy shall name the Owner, City of Vestavia Hills and its public officials and employees, and its agents, consultants and employees as additional insureds (the "Indemnitees"), and state that this coverage shall be primary insurance for the additional insureds. Evidence that Contractor's insurance is primary with respect to any coverages available to the Indemnitees shall be provided in the form of an endorsement to the Contractor's CGL policy. Evidence that the Indemnitees have been named as additional insureds shall be provided by endorsements equivalent to ISO CG 2010 or CG 2033 and CG 2037.

(b) The policy must include separate per project aggregate limits.

**11.1.1. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

1. Commercial Business Automobile Liability Insurance shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, its public officials and employees, and its agents, consultants and employees as additional insureds.

**11.1.1. COMMERCIAL UMBRELLA LIABILITY INSURANCE:**

1. Umbrella Liability Insurance shall provide coverage limits excess of the Commercial General Liability, Commercial Business Automobile Liability and the Employers' Liability coverage limits, on a follow-form basis, to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per Occurrence
- (b) \$5,000,000 Aggregate.

**11.1.1. BUILDER'S RISK INSURANCE:** The Builder's Risk Policy shall be provided by the Owner.

**11.1.1. SUBCONTRACTOR'S INSURANCE:**

**1. Worker's Compensation and Employer's Liability Insurance:** The Contractor shall require each Subcontractor to obtain and maintain statutory Workers' Compensation Insurance and adequate Employer's Liability Insurance covering all employees working on the jobsite.

**2. Liability Insurance:** The Contractor shall require each Subcontractor to obtain and maintain adequate Commercial Liability and Automobile Liability Insurance coverages equal to those of the Prime Contractor. Such coverages shall be in effect at all times that the Subcontractor is performing Work under the Contract.

**3. Enforcement Responsibility:** The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor, shall, upon request, provide the Owner acceptable evidence of insurance for any Subcontractor.

**11.1.1. TERMINATION OF OBLIGATION TO INSURE:** Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

**1. Products and Completed Operations,** The obligation to carry Products and Completed Operations coverage shall remain in effect for at least the time period established by applicable state law for bringing actions based on defective construction or design claims.

**2. All Other Insurance.** The obligation to carry their insurance coverages shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

**FIVE. ADDITIONAL INSURED:** The Contractor shall cause all of the insurance policy coverages described above to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

- D. Contain no exclusions of the additional insureds relative to job accidents; and
- E. The policies must be on an “occurrence” basis.

**SIX. IMMIGRATION:** By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

**SEVEN. INDEPENDENT CONTRACTOR:** Contractor and its subcontractors are independent contractors for purposes of this Contract. Nothing contained in the Contract shall be construed to mean that said Contractor and its subcontractors are the servants, agents or employees of the City of Vestavia Hills, Alabama.

**EIGHT. COMPLIANCE WITH APPLICABLE LAWS:** Contractor and its subcontractors shall comply with the provisions of all federal, state and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract between the City and said Contractor.

**NINE. GUARANTEE :** In accordance with Title 41-16-143(c), *Code of Alabama, 1975*, the Contractor hereby guarantees that the energy and operation cost savings will meet or exceed the costs of energy cost savings measures ( \_\_\_\_\_ ) within the lessor of 20 years or the average useful life of the energy cost savings measures. Contractor shall reimburse Owner for any shortfall or guaranteed energy cost savings on an annual basis.

**TEN. BOND:** In accordance with Title 41-16-143(d), *Code of Alabama, 1975*, and in addition to the Performance Bond and Payment Bond required and set forth in paragraph One to these Supplementary and Special Conditions, the Contractor shall file with the Owner a Payment and Performance Bond to cover the value of the guaranteed savings on the Contract and is conditioned on the faithful execution of the terms of the Contract.

**OWNER:**

THE CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
City Manager

**CONTRACTOR:**

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Exhibit 3  
Additional Terms and Conditions

1. Contractor shall be responsible for repairing thirty (30) non-functional poles. In the event that more poles are discovered during the course of the project, Vestavia may elect to have these poles repaired on a change order basis, to be at a separately negotiated rate.
2. Contractor shall provide all line location and boring services for three (3) non-functional poles. These three (3) poles are included in the total of thirty (30) poles to be repaired. In the event that additional boring and line location services are needed in excess of the budgeted and contracted for three (3) poles, Vestavia may elect to have these poles repaired on a change order basis, to be at a separately negotiated rate.
3. Contractor shall provide wiring, conduit and fusing materials needed to repair the non-functional poles. Contractor shall not be responsible for transformers or step-down transformers. Contractor shall not be responsible for missing cover plates on pole bases. Contractor shall not be responsible for correcting auxiliary wiring, including but not limited to Christmas lighting.
4. Work shall begin with 45 days of notice to proceed being received by Innovis, subject to all repair work being completed and to fixture availability. Fixture lead time is estimated to be between six (6) and eight (8) weeks. Project duration is estimated to be between six (6) and eight (8) weeks once project begins.
5. Payment schedule shall be as follows for the Purchase of the Fixtures: 50% of the purchase cost of the fixtures, or \$57,960, shall be due upon execution of the contract; 50% of the purchase cost of the fixtures, or \$57,960, shall be due upon receipt of the fixtures. For the purposes of this contract, receipt of the fixtures shall be deemed to be delivery to Innovis Lighting, its electrical subcontractor, or the City of Vestavia.
6. For the Installation and Repair portions of the contract, Innovis Lighting shall make four equal draws, each in the amount of \$23,675.00, for a total amount of \$94,700.00. The first draw shall occur upon delivery of the fixtures to Vestavia. The second draw shall occur upon installation of the first forty (40) light units. The third draw shall occur upon installation of the second forty (40) light units. The final draw shall occur upon installation of the last forty (40) light units. Draws shall be paid upon request by Innovis Lighting, within seven (7) days of said request being made in writing to Vestavia. The final payment shall be subject to the withholding of five percent (5%) of the final draw pursuant to Code of Alabama §39-1-1(f). Following the completion of the 30 day publication notice, the remaining funds shall be disbursed to Innovis Lighting.
7. The total cost of the project shall not exceed \$213,295.00.

This document is hereby incorporated into the AIA Contract by and between Innovis Lighting, Lyemance Building, and the City of Vestavia Hills. In the event of a conflict between the provisions of the AIA contract and this document, this document shall be deemed to be controlling.

Executed this the \_\_\_ day of March, 2017.

\_\_\_\_\_  
Innovis Lighting, Inc.

\_\_\_\_\_  
City of Vestavia Hills



**RESOLUTION NUMBER 4930**

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

**WITNESSETH THESE RECITALS**

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 4930 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 13<sup>th</sup> day of March, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

# “EXHIBIT A”

3/7/2017

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- 2007 Honda ST1300 Motorcycle Unit 77 Vin: JH2SC51747M500116
- 2007 Honda ST1300 Motorcycle Unit 70 Vin: JH2SC51787M500135
- 2007 Honda ST1300 Motorcycle Unit 78 Vin: JH2SC51777M500126

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#1137

Officer Wilson ext.#1110

**ORDINANCE NUMBER 2695**

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL  
FOR A HOME OCCUPATION**

**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**, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D.; and

**WHEREAS**, Section 709.5.A.1.b of Ordinance Number 1838 classifies a “home occupation” permitted only as a “Conditional Use” and

**WHEREAS**, Eric L. Eitzen is the owner of the property located at 517 Lake Colony Drive, currently zoned Vestavia Hills PUD PR-1 (planned unit development planned residential district) more particularly described as Lot 17, Vestlake Village, 4<sup>th</sup> Sector, Phase 1; and

**WHEREAS**, Eric L. Eitzen has submitted application for conditional use approval for a home occupation to be operated in his residence located at 517 Lake Colony Drive, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

**WHEREAS**, Eric L. Eitzen has indicated in his application for conditional use approval that he will operate an office for his construction cost estimating business out of his home pursuant to the specifications of a home occupation; and

**WHEREAS**, a copy of said application dated December 23, 2016 is attached and hereby incorporated into this Ordinance Number 2695.

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

1. Conditional Use Approval is hereby approved for Eric L. Eitzen for a home occupation as described in the above-referenced application for his residence located at 517 Lake Colony Drive, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions outlined in Article 9 of the Vestavia Hills Zoning Code outlined as follows:
  - a. “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling; and
  - b. Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation; and
  - c. There shall be no public display of goods and absolutely no commodities sold on the premises; and
  - d. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation; and
  - e. No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned; and

- f. In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use; and
  - g. Operation of any and all other business of any nature in residential zones is expressly prohibited; and
  - h. The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM; and
  - i. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle and no additional traffic shall be generated by said conditional use; and
  - j. No persons other than members of the family residing on the premises shall be employed by the home occupation; and
- 2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the property located at said property located in the Liberty Park P.U.D.
  - 3. A City of Vestavia Hills Business License shall be issued upon application and payment by Eric L. Eitzen working subject to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year that the home occupation is operated from the said property located in the Liberty Park P.U.D.
  - 4. At any time should Eric L. Eitzen vacate the premises located at 517 Lake Colony Drive, Vestavia Hills, Alabama, discontinue or relocate this business,

this conditional use approval shall be nullified and said Ordinance Number 2695 shall be automatically repealed.

5. This Ordinance Number 2695 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

**DONE, ORDERED, ADOPTED and APPROVED** this the 27<sup>th</sup> day of March, 2017.

Ashely 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 # 2695 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 27<sup>th</sup> day of March, 2017 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 \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk

**CITY OF VESTAVIA HILLS**

**APPLICATION**

**PLANNING AND ZONING COMMISSION**

2018 DEC - 7 PM 3:30

**I. INSTRUCTIONS AND INFORMATION:**

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered.** All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. *\*\*No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

**II. APPLICANT INFORMATION: (owner of property)**

NAME: MR. ERIC L. EITZEN

ADDRESS: 517 LAKE COLONY DRIVE  
VESTAVIA HILLS, AL 35242

MAILING ADDRESS (if different from above) —

PHONE NUMBER: Home (205) 969-3589 <sup>CELL</sup> Office (205) 915-2354

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: NONE

**III. ACTION REQUESTED**

Request that the above described property be approved conditional use approval pursuant to Section 709.5.A.1.b of the Vestavia Hills Zoning Code.

OF ORDINANCE NUMBER 1838

Current Zoning of Property: VESTAVIA HILLS PUD-PR-1

Requested Conditional use For the intended purpose of: CONSULTING BUSINESS -

CONSTRUCTION COST ESTIMATING / PRECONSTRUCTION SERVICES

(Example: From "VH R-1" to "VH O-1" for office building)

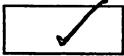
\*\*if additional information is needed, please attached full description of request\*\*

**IV. PROPERTY DESCRIPTION: (address, legal, etc.)**

LOT 17, VESTLAKE VILLAGE 4<sup>TH</sup> SECTOR PHASE 1, MAP VOLUME 188, pg 9  
(LAKE COLONY) 517 LAKE COLONY DRIVE, VESTAVIA HILLS, AL 35242

Property size: ~206.3' feet X ~119.4' feet. Acres: 0.56

**V. INFORMATION ATTACHED:**



Attached Checklist complete with all required information.



Application fees submitted.

**VI.** I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

*[Signature]*  
Owner Signature/Date

N.A.  
Representing Agent (if any)/date

Given under my hand and seal  
this 7 day of December, 2016.

*[Signature]*  
Notary Public

My commission expires 09-23-2019 / September  
day of 23, 2019.







November 20, 2016

**LIBERTY PARK JOINT VENTURE, LLP**

8000 Liberty Parkway, Suite 114

Vestavia Hills, Alabama 35242

ATTN: Ms. Pam Eaton

Executive Administrator - Master Owners' Association

VIA E-MAIL: [arc-moa@libertypark.com](mailto:arc-moa@libertypark.com)

RE: Conditional Use Approval  
517 Lake Colony Drive, Vestavia Hills, AL 35242

Dear Ms. Eaton:

I am seeking to obtain a Conditional Use Approval from the City of Vestavia Hills' Planning and Zoning Commission and City Council, allowing me to conduct business as a Home Occupation in Liberty Park. As such, I am first writing to seek approval from Liberty Park Joint Venture, LLP in regard to this matter.

My wife and I have lived in Liberty Park since 2003, during which time I have worked as Director of Preconstruction and a Partner at Robins & Morton. I have since decided to form an independent consulting business for the purpose of providing preconstruction services. First, let me assure you that my business would perform no actual construction, nor does it involve the use or presence of any commercial vehicles or signage or any type of thing that would be noticeable. Simply stated, my business involves the preparation of construction cost estimates for construction projects. More specifically, the conduct of my business would involve me reviewing construction drawings and specifications for commercial construction projects using specialized software programs on my home computer and providing clients with a professional opinion of the probable cost of construction, and periodically, traveling to the clients' offices for an occasional meeting or presentation.

I am the sole proprietor of my business and I have no employees, so there would be no employees coming and going from my home. As mentioned, meetings with my clients would always be held in their places of business, so there would be no traffic of that sort, either. My business involves no storage of inventory or other goods. Nor, would there be any business deliveries to my home, as my clients provide me with digital construction drawings (sent by e-mail), rather than conventional paper drawings delivered by courier. My business involves no type of repair work, and does not require or involve the presence of any vehicles or large equipment or machinery. In summary, the operation of the business from my home would not be visually or otherwise noticeable in any respects to my neighbors or the casual observer.

I would sincerely appreciate your favorable consideration of my request. If you have any questions or if you need any references or additional information, I would be happy to provide it.

Sincerely,

*Eric L Eitzen*

Eric L. Eitzen  
EITZEN Preconstruction Services

Attachments: Weygand Survey - Lot 17, Vestlake Village

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

Date: JANUARY 12, 2017

- **CASE:** P-0117-02
- **REQUESTED ACTION:** Conditional Use Approval for a home based business
- **ADDRESS/LOCATION:** 517 Lake Colony Dr.
- **APPLICANT/OWNER:** Eric Eitzen
- **GENERAL DISCUSSION:** The applicant wishes to conduct a home based business in Liberty Park. As required by the Liberty Park PUD a conditional use permit is required for a home based business. A description of the applicants business, as well as an approval letter from Liberty Park is attached. The property is zoned PR-1.
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the procedures of the Liberty Park PUD.
- **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:** I recommend the Commission recommend approval with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

**MOTION** Mr. Gilchrist made a motion to recommend conditional use approval for a home occupation at 517 Lake Colony Dr. with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.

2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.

3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.

4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

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

Mr. Burrell – yes  
Mr. Weaver – yes  
Mr. Brooks – yes  
Mr. Larson – yes

November 21, 2016

Rebecca Leavings, City Clerk  
City of Vestavia Hills  
Vestavia Hills City Hall  
Vestavia Hills, Alabama 35216

Re: Eric L. Eitzen  
517 Lake Colony Drive  
Vestavia Hills, AL 35242

Dear Ms. Leavings:

We are writing in connection with the above matter. We understand Mr. Eric L., Eitzen is in the process of applying for a conditional use within the PR-1 (Planned Single-Family Residential) classification of the Liberty Park PUD to allow him to conduct a home occupation as a consultant in his residence.

We have no objection to the granting of the conditional use to allow a home occupation in this case, provided such use is made subject to the following restrictions:

1. There shall be no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by the home occupation;
2. There shall be no pick ups or deliveries to the residence that are related, directly or indirectly, to the home occupation, including without limitation, pick ups and deliveries by overnight courier services and pick ups and deliveries of inventory, samples or other goods and services related, directly or indirectly, to the home occupation;
3. There shall be no signage on the property related, directly or indirectly, to the home occupation; and
4. In all respects, there shall be no means, visual or otherwise, by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential.

The foregoing restrictions are in keeping with the intent and spirit of the Liberty Park PUD and with the overall plan of development for Liberty Park as addressed in the Covenants, Conditions and Restrictions that are applicable to the subject property.

Rebecca Leavings  
November 21, 2016  
Page 2

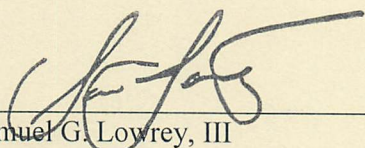
Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

If you have questions or comments regarding this matter, or if we can assist in any other way, please call me at 281-3542.

Very truly yours,

LIBERTY PARK JOINT VENTURE, LLP

By: \_\_\_\_\_

  
Samuel G. Lowry, III  
Project Manager  
and Authorized Representative

cc: Kathryn Carver, Esq.

**ORDINANCE NUMBER 2696**

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

4553 and 4557 Pine Tree Circle  
Lots 14 & 15, Topfield Subdivision  
Bobby and Judy Long and Edward and Marion Jones, Owner(s)

**BE IT FURTHER ORDAINED** that said zoning be contingent upon the following conditions:

1. Approval to be developed substantially as the site plan presented;
2. Building height limited to two (2) stories;
3. Buildings to be designed in a residential style;
4. Developers to construct a sidewalk along frontage of lots or contribute to the City's Sidewalk fund an amount to be determined by the City Engineer based upon linear frontage and the cost of said sidewalk;
5. Lots must be resurvey and platted as shown;
6. Private clubs, convenience stores and fast food restaurants are prohibited.

**APPROVED and ADOPTED** this the 27<sup>th</sup> day of March, 2017.

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 # 2696 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 27<sup>th</sup> day of March, 2017 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 \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk



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

Date: **JANUARY 12, 2017**

- **CASE:** P-1216-48
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-1 To Vestavia Hills B-1
- **ADDRESS/LOCATION:** 4557 & 4553 Pine Tree Circle
- **APPLICANT/OWNER:** Edward Jones & Marion Jones and Bobby & Judy Long
- **REPRESNTING AGENT:** Len Shannon
- **GENERAL DISCUSSION:** Property is on the NE corner of Pine Tree Circle. Applicants are seeking rezoning to build three buildings (17,654 sq. ft. +/-). The proposed building meets all requirements of a B-1 zoning, including parking and buffering. The property is bordered on both sides by R-1 zoning. The applicants show no sidewalks but staff asks that sidewalks be installed or the applicants contribute to the sidewalk fund as a condition of rezoning. No renderings have been included, however, staff asked that building design be residential in nature as a condition of rezoning (the architect for the project has designed other projects in the Blue Lake area). A proposed site plan and landscaping plan are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for limited 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:** Recommend approval with the following conditions:
    - A. Buildings be designed in a residential style;
    - B. Developers either build a sidewalk along their frontage or contribute to City sidewalk fund;
    - C. Lots must be resurveyed and plat recorded for zoning to take effect.

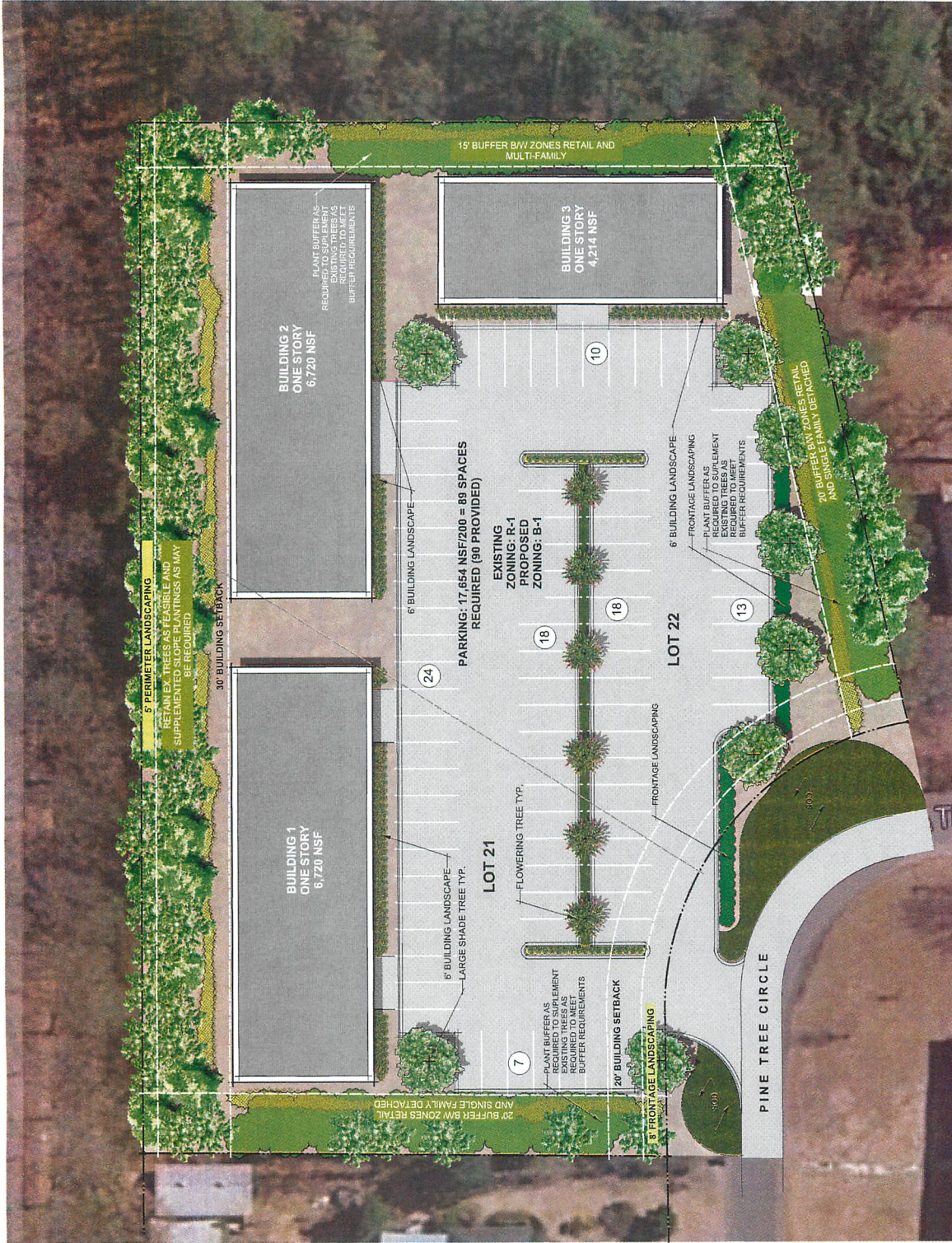
2. **City Engineer Review:** I have reviewed the application and will review drainage.
3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. House made a motion to recommend rezoning approval of 4557 & 4553 Pine Tree Circle from Vestavia Hills R-1 to Vestavia Hills B-1 with the following conditions:

- A. Approval be conditioned on the site plan presented;
- B. Building height limited to two (2) stories;
- C. Buildings be designed in a residential style;
- D. Developers either build a sidewalk along their frontage or contribute to City sidewalk fund;
- E. Lots must be resurveyed and plat recorded for zoning to take effect;
- F. Private clubs, convenience stores, and fast food restaurants are prohibited.

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

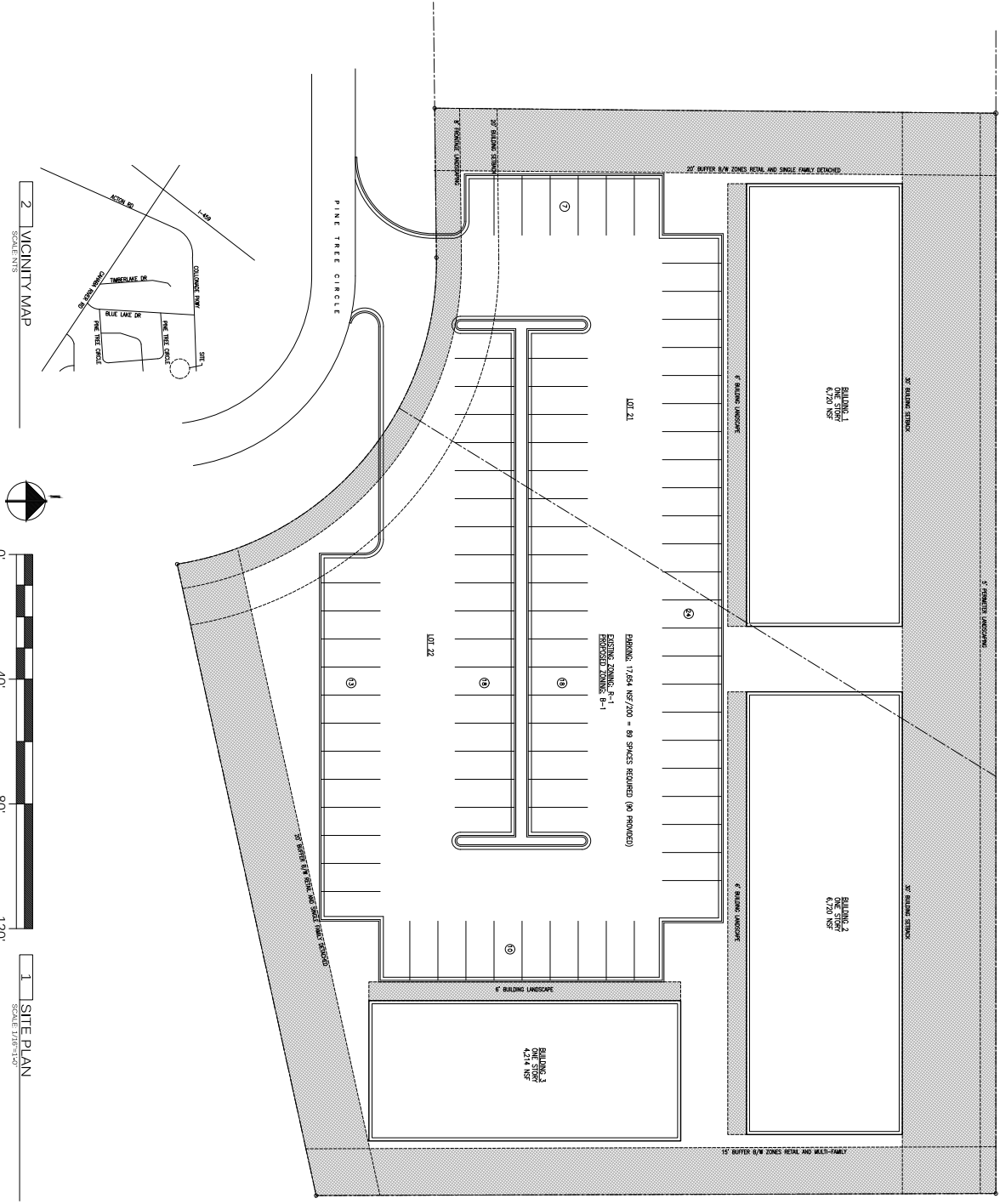
Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Weaver – yes
Mr. House – yes	Mr. Brooks – yes
Mrs. Cobb – yes	Mr. Larson – yes
Motion carried	



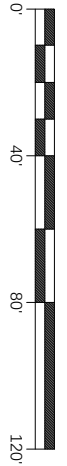
**SCHEMATIC LANDSCAPE PLAN**

NEW OFFICE BUILDINGS FOR  
**SHANNON PINE TREE CIRCLE LOTS 21 & 22**

PINE TREE CIRCLE, VESTAVIA HILLS, ALABAMA, 35213



2 VICINITY MAP  
SCALE: 1/8" = 100'



1 SITE PLAN  
SCALE: 1/8" = 100'

A001  
SHEET 1  
VICINITY SKETCH



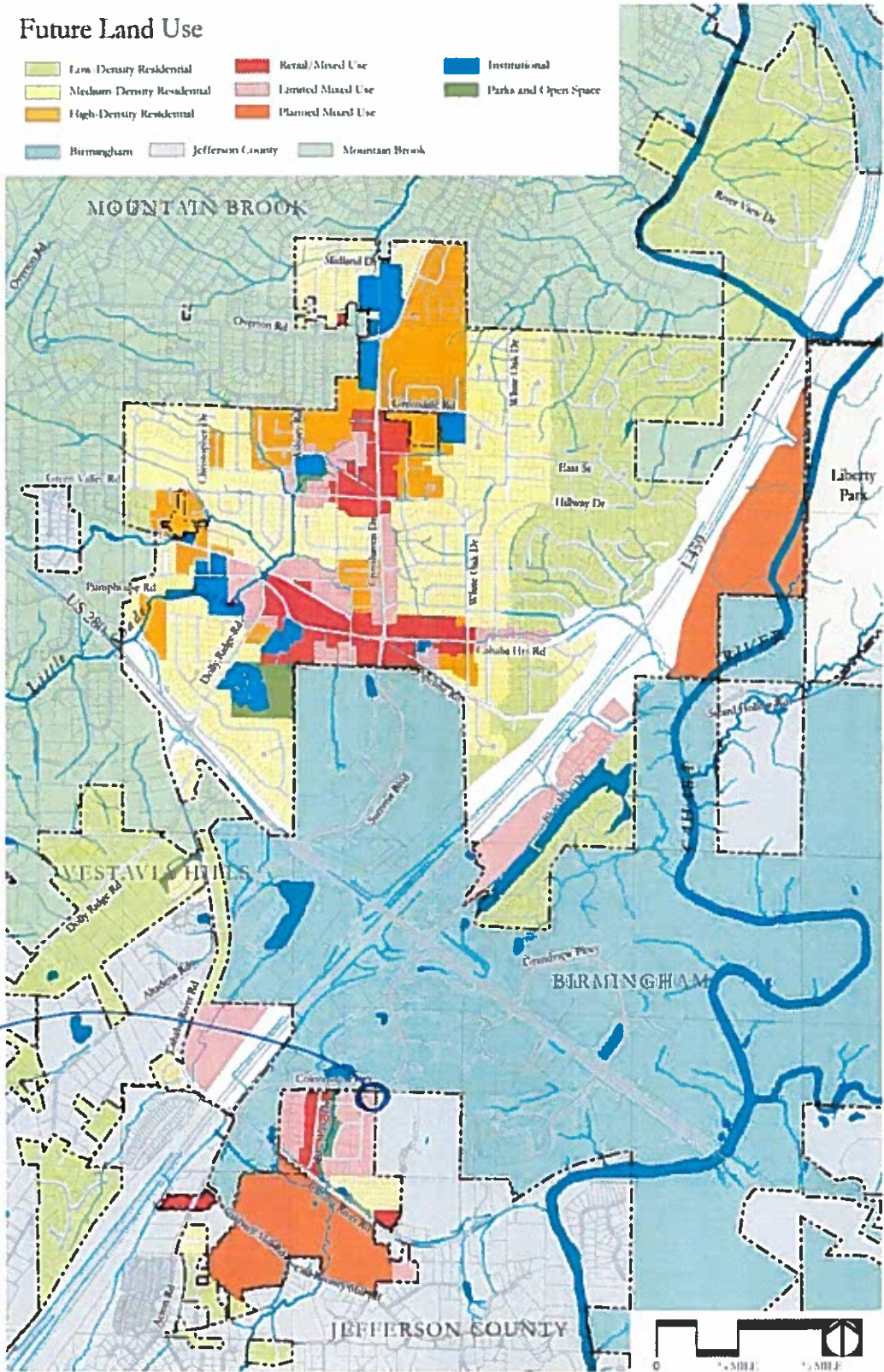
SHAWNEE TREE CIRCLE LOTS 21 & 22  
31 E. TREE CIRCLE, VESTAVIA ILLS., ALABAMA 35243

DATE	DESCRIPTION



### Future Land Use

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



Subject  
Parcels

Figure 4: Future Land Use Map