

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING AGENDA
3928 Montclair Road – City Council Room, Suite 230
Mountain Brook, AL
Monday, January 14, 2013
5:30 p.m.**

1. ETC Institute proposal to conduct a resident's survey of City services – Karen Falk. (See attached information.)
2. Request by the City of Vestavia Hills for the City of Mountain Brook to conduct road and shoulder improvements along East Street. (See attached information.)
3. Matt Stiles and residents of Dexter Avenue to discuss the Safe-Routes-to-School sidewalk project. (See attached information.)
4. Proposed fountain design for the municipal complex – Nimrod Long. (See attached information. This item could be added to the formal agenda.)
5. Additional professional fees for Nimrod Long & Associates for the Phase 6 sidewalk project – Nimrod Long. (See attached information. This item could be added to the formal agenda.)
6. Update on Phase 6 sidewalk project and Safe-Routes-to-Schools sidewalk project – Jim Meads of Sain Associates. (See attached information.)
7. Additional professional fees for Sain Associates for C.E.&I. services for Phase 6 – Jim Meads of Sain Associates. (See attached information. This item may be added to the formal agenda.)
8. Thompson's Addition to Pine Ridge subdivision – Dana Hazen. (See attached information.)



ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

November 29, 2012

Sam S. Gaston
City Manager
City of Mountain Brook AL
3928 Montclair Road
Mailing address-POB 130009
Mountain Brook AL. 35213

Subject: Proposal to Conduct a Community Survey for Mountain Brook

Based on our conversations, the following scope and fees are provided to conduct a community survey that includes all city services and specific questions about changes in garbage collection or a small survey addressing only garbage collection.

Scope of Services:

Task 1: Conduct a Community Survey.

1.1 Survey Design. ETC Institute will work with the City staff to maximize the design of the survey instrument. The survey instrument will be tailored to the needs of the larger sample area. It is anticipated that 2-3 drafts of the survey will be prepared before the survey is approved by the City. ETC Institute has provided pricing options for a 3-page 10 minute mail/phone survey or an all inclusive 7-page 20 minute mail/phone survey. The following plan will be the same for either survey. The difference in cost is based on the pricing menu at the end of the proposal.

1.2 Sampling Plan. ETC Institute will design the sampling plan in a manner that ensures the completion of at least 400 surveys from a random sample of approximately 21,000 residents in the City. A random sample of **400 completed surveys** will provide results that have a precision of at least +/- 5% at the 95% level of confidence. The sample will be selected at random from all known residential addresses in the City. This selection methodology will ensure that the sample is representative of the community.

Fees

The fees for the community survey are listed below.

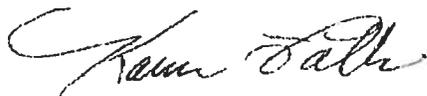
Complete Community Survey. The basic fee for the design and administration of the 7-page survey to 400 households in the City will be \$17,250. We have included GIS mapping in the quote – we recommend it but they are not necessary.

One-topic (Garbage Collection) Community Survey. The basic fee for the design and administration of the 3-page survey to 400 households in the City will be \$9,850. GIS mapping is not included for this survey.

ETC Institute 2012 Survey Fee Schedule - Residential		
Questions: Call Karen Falk at 913-829-1215		
	400	600
	# of Completed Surveys	
precision w/95% level of confidence at City level	+/-5.0%	+/-4.0%
Survey Design	\$1,750	\$1,750
Sample Selection	\$1,700	\$2,100
Administer Survey		
5-minute survey (about 2 pages in length)	\$6,400	\$9,600
10-minute survey (about 4 pages in length)	\$7,720	\$11,580
15-minute survey (about 5-6 pages in length)	\$9,520	\$14,280
20-minute survey (about 7-8 pages in length)	\$11,400	\$17,100
Tabular Data - Results Only	included	included
Crosstabulations for Key Demographic Groups	\$1,700	\$2,200
Formal Report with summary and charts	\$1,750	\$2,150
On-Site Visits plus direct travel costs (per day)	\$1,750	\$1,750
Importance-Performance Quadrant Priorities Ana	\$2,400	\$2,750
Interviews with elected officials/senior staff (per da	\$1,750	\$1,750
Internet Survey Option	\$2,400	\$2,400
GIS Mapping	\$2,400	\$2,750

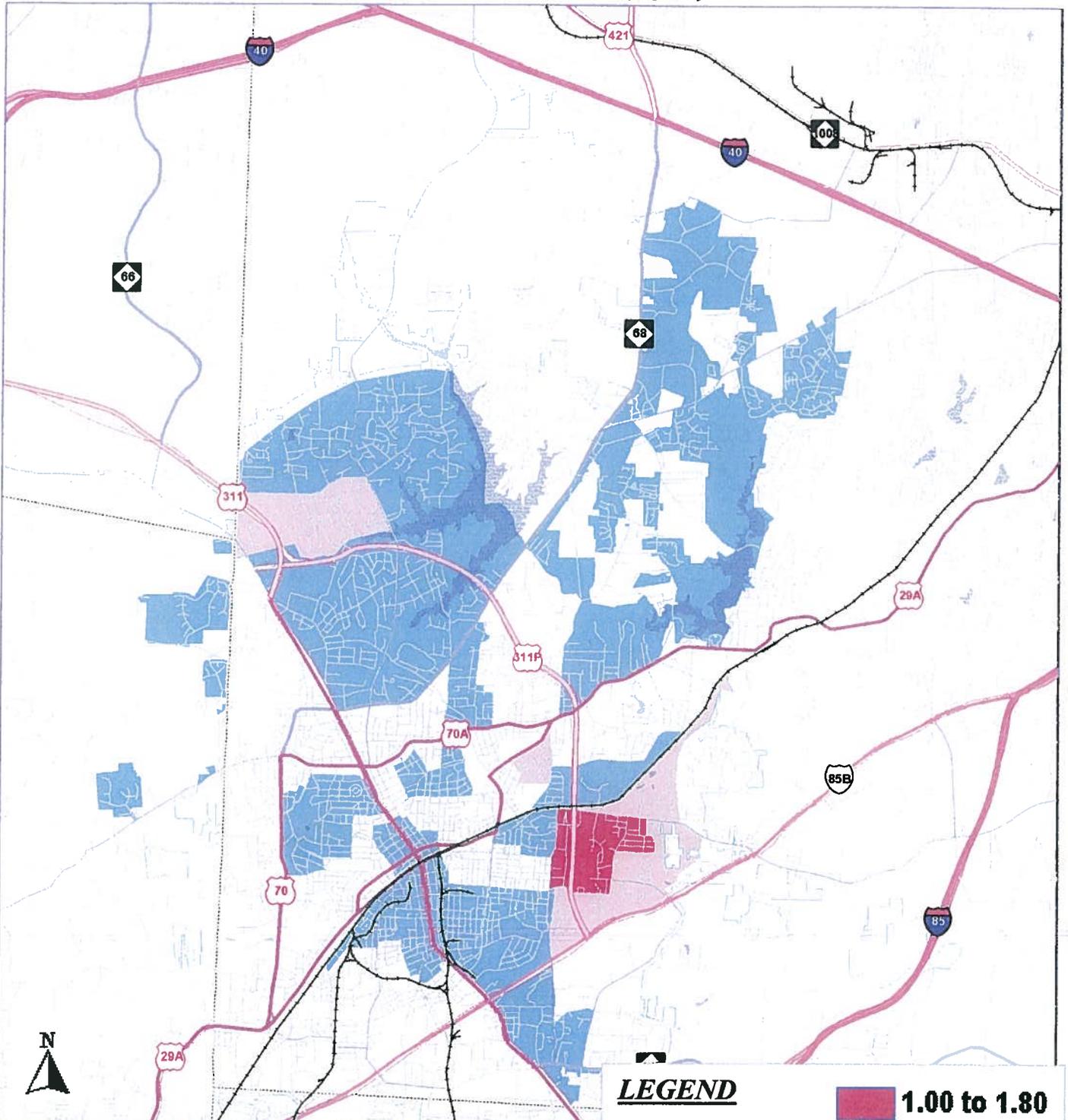
CLOSING: We appreciate your review of our proposal and look forward to working with you. If you have any questions, don't hesitate to call me at (913) 254-4509.

Sincerely,



Karen Falk
Vice President, ETC Institute

Satisfaction with appearance of streets sidewalks and infrastructure (Q2f)



High Point, North Carolina 2006 DirectionFinder® Survey

Shading reflects the mean rating for all respondents by Census Block Group*

*Clipped to City boundaries and combined based on respondent distribution

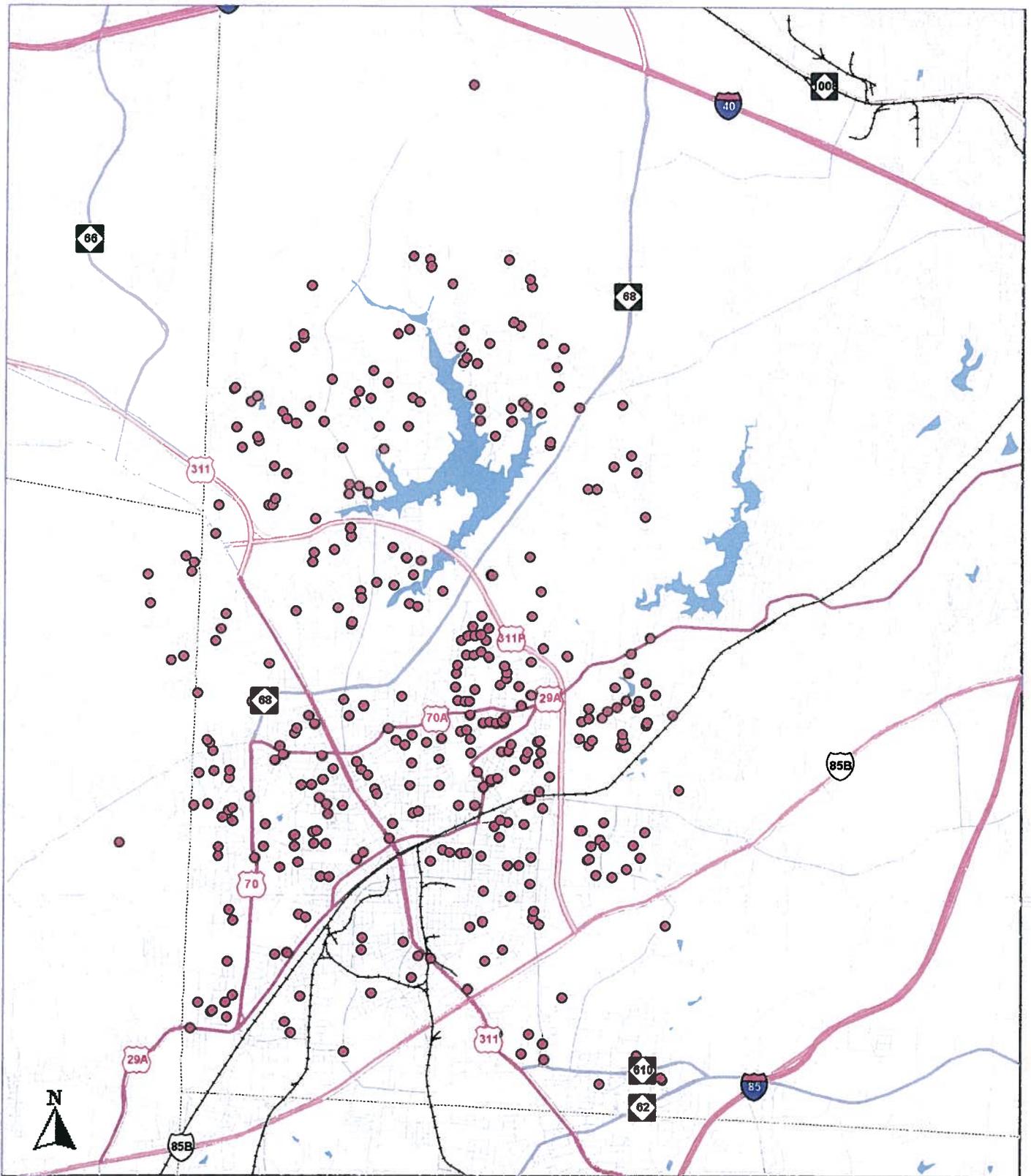
LEGEND

Mean Satisfaction Rating on a 5-Point Scale Where:
1 = very dissatisfied
5 = very satisfied

	1.00 to 1.80
	1.80 to 2.60
	2.60 to 3.40
	3.40 to 4.20
	4.20 to 5.00
	Other

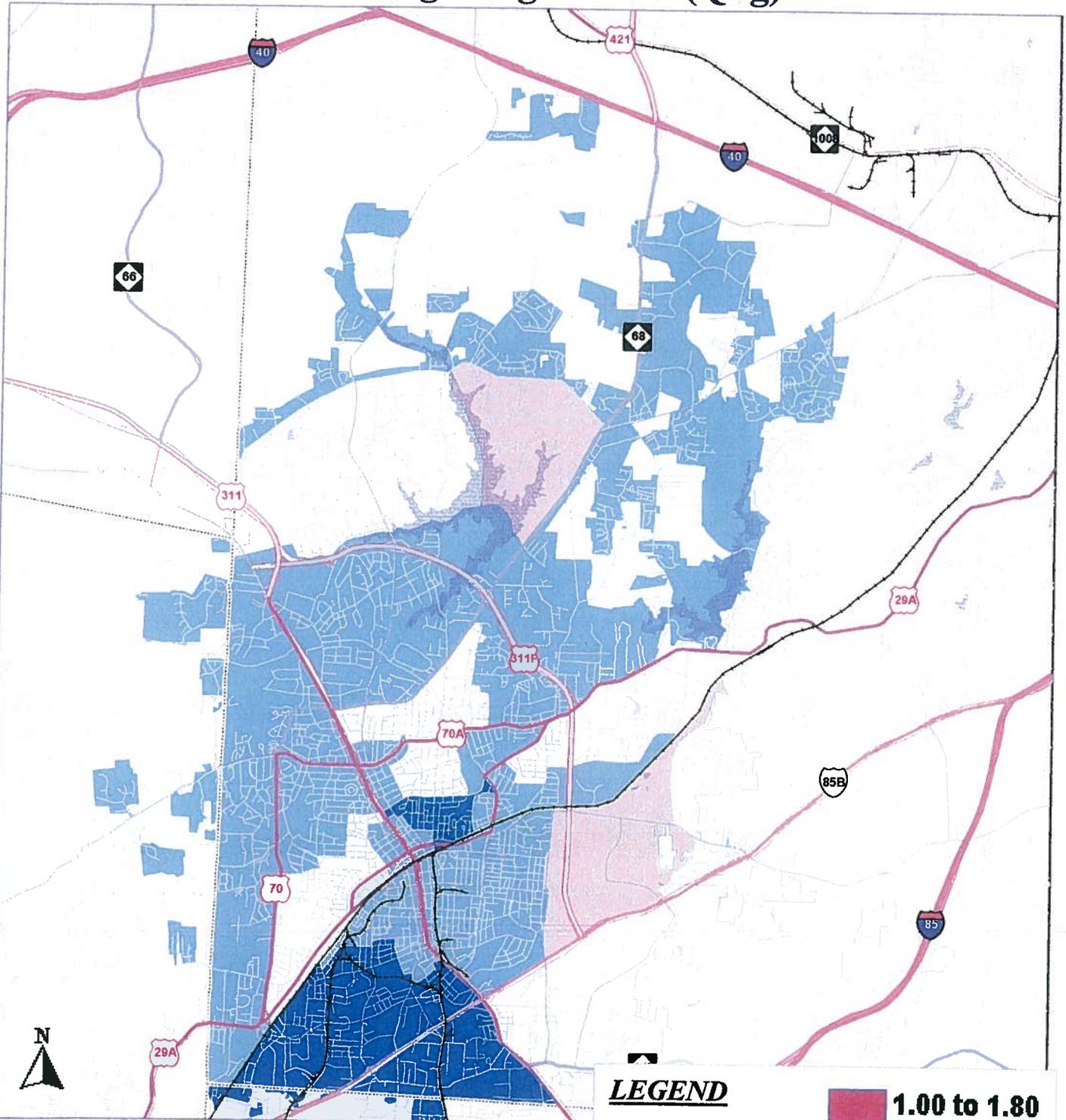
Note: "Other" areas did not contain enough respondents to show statistically significant results.

Location of Survey Respondents



High Point, North Carolina
2006 *DirectionFinder*® Survey

Satisfaction with flow of traffic and ease of getting around (Q2g)



High Point, North Carolina

2006 DirectionFinder® Survey

Shading reflects the mean rating for all respondents by Census Block Group*

*Clipped to City boundaries and combined based on respondent distribution

LEGEND

Mean Satisfaction Rating on a 5-Point Scale Where:
 1 = very dissatisfied
 5 = very satisfied

	1.00 to 1.80
	1.80 to 2.60
	2.60 to 3.40
	3.40 to 4.20
	4.20 to 5.00
	Other

Note: "Other" areas did not contain enough respondents to show statistically significant results.

RESOLUTION NUMBER 4369

A RESOLUTION ENJOINING THE COOPERATION OF THE CITY OF MOUNTAIN BROOK WITH STREET AND DRAINAGE IMPROVEMENTS TO EAST STREET.

WHEREAS, the City of Vestavia Hills and the City of Mountain Brook, Alabama, work closely to promote the health, safety and welfare of both communities; and

WHEREAS, the City of Mountain Brook has a large municipal and recreational complex located at the end of East Street, a Vestavia Hills street; and

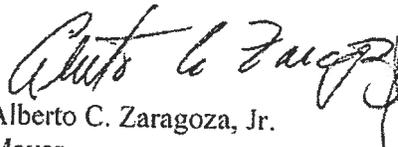
WHEREAS, there have been longstanding concerns voiced by citizens of Vestavia Hills regarding the safety in the increased traffic count deriving from the Mountain Brook complexes as well as the calming and the speed of the flow of traffic on East Street; and

WHEREAS, through newly-formed mutual partnerships, the leadership of both municipalities has expressed a desire to address these issues and concerns.

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

1. The Mayor and City Council wish to enjoin the Mayor and City Council of the City of Mountain Brook to allow the staff members of both Mountain Brook and Vestavia Hills to perform curb and drainage improvements on East Street with a later opportunity and resident approval, to also partner together for eventual sidewalk construction along said street; and
2. This Resolution Number 4369 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 26th day of November, 2012.


Alberto C. Zaragoza, Jr.
Mayor

Sam Gaston

From: Ronald Vaughn
Sent: Monday, December 03, 2012 3:27 PM
To: Sam Gaston
Subject: Cooperation Resolution

Johnny Harris and I met with Christopher Brady (Vestavia City Engineer) concerning the proposed East Street drainage improvements as detailed in the 2004 Traffic Impact Study done by Gonzalez. The work would include approximately 675' of pipe at four different locations along East Street and five to seven inlets as well as centerline striping. Mr. Brady has contracted with Weygand to do some easement work along East Street and if approved we would need to wait until the easement work is complete which may be some time after the first of the year. The drainage work will take our crews approximately two weeks to complete once we schedule a start date with Mr. Brady. The centerline striping would have to be scheduled early spring or when we have some warm weather as we have had the past few days. As you are aware we have \$10,000 for materials in this year's budget if this work is approved.

Thanks

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Mountain Brook, Alabama 35243
205.802.3865 Phone
205.967.2631 Fax

12/3/2012

Mountain Brook

Sports Park

Jefferson County, Alabama

Traffic Impact Study

Prepared for:

The City of Mountain Brook

Mountain Brook, Alabama

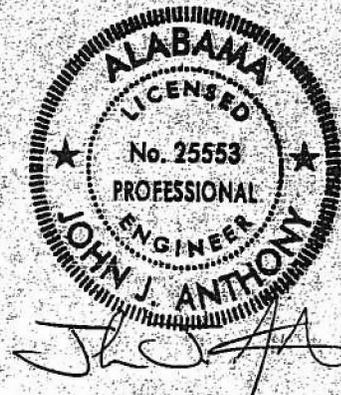
Prepared by:



Gonzalez-Strength & Associates
Birmingham, Alabama

03MTN01-T

January 2004



SAFETY: FINDINGS AND RECOMMENDATIONS

The available SSD was observed and measured at two vertical curves along East Street. The first vertical curve is located at the Goodwin Street intersection. The SSD for this vertical curve was taken at the driveway to 3428 East Street. The provided SSD for this vertical curve is 176', which exceeds the minimum requirement set forth by *AASHTO*, which is 140'. The other vertical curve of concern was to the east of the power line crossing, at the driveway to 3536 East Street. The SSD here is 93', which does not meet the minimum requirement set forth by *AASHTO* of 160' for this vertical curve.

The available ISD was measured for the same vertical curves discussed above. The ISD for the vertical curve at Goodwin Street is 56'. However, with the recommended removal of the shrubs in front of 3428 East Street, the ISD provided improves to over 300', or to the next intersection. The ISD for the vertical curve at the driveway to 3536 East Street is 136', which is deficient of the required minimum ISD set forth by *AASHTO*, which is 160'.

There are some roadway safety improvements recommended on East Street at several locations. Most of East Street is 20' wide with a two to six foot grass shoulder. However, there are several locations where no roadway shoulder is provided, causing a drop-off to an open ditch, just off the edge of pavement. The locations of these and other deficiencies are noted in **Figure 7**.

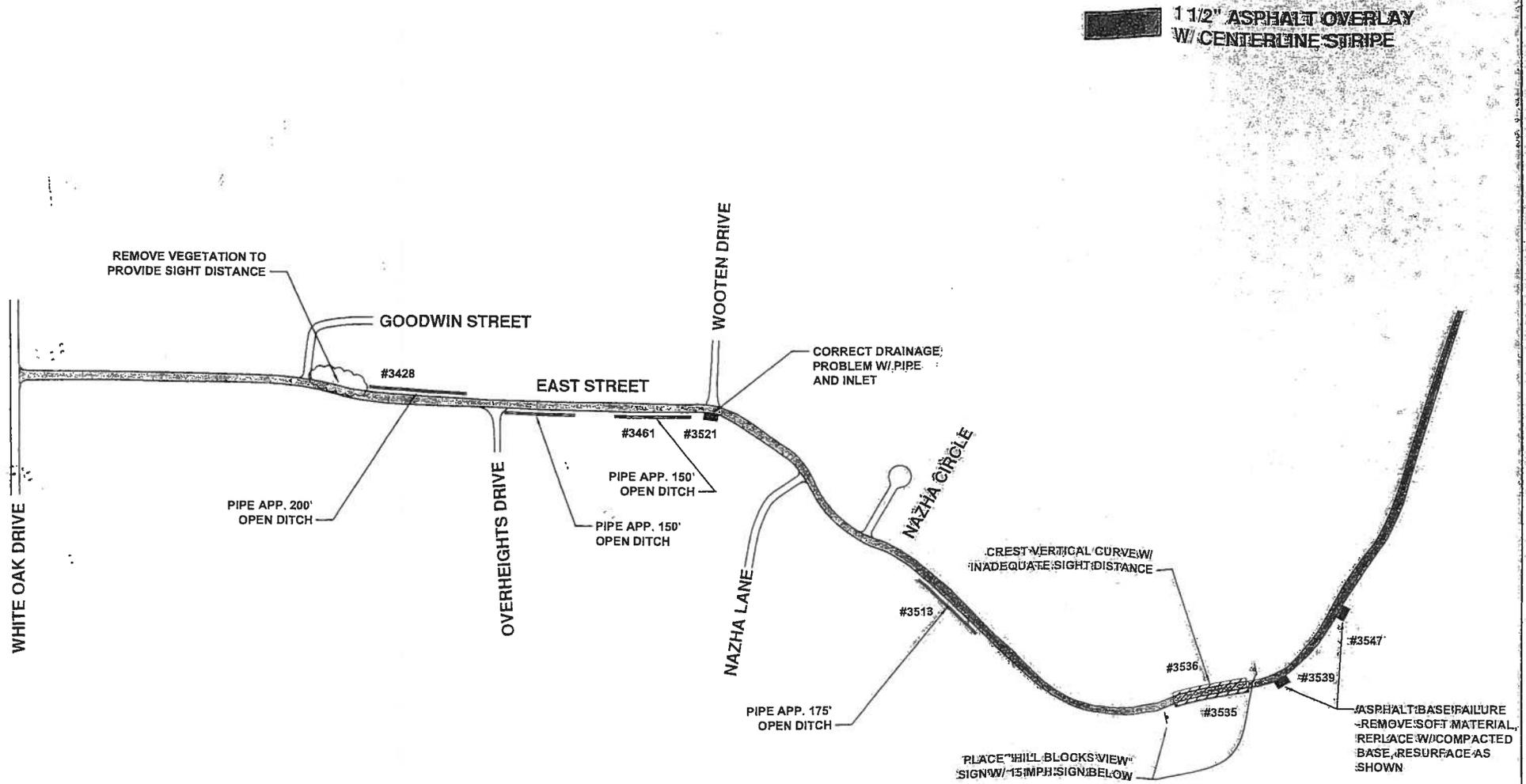
Based on the results of this study, the following recommendations are made:

- Resurface East Street and provide double-yellow centerline striping;
- Correct roadway base failures as noted in **Figure 7**;
- Install roadway pipe in the following roadside ditches to provide for a roadway shoulder (see **Figure 7** for approximate locations):
 - The open ditch in front of 3513 East Street;
 - The open ditch in front of 3461 East Street;

- The open ditch in front of lot just east of Overheights Drive, on south side of East Street;
 - The open ditch in front of 3428 East Street, and just east of Goodwin Street, on north side of East Street.
- Correct the drainage problem in front of 3521 East Street, across from Wooten Drive. If there is a pipe and inlet buried under all the dirt and leaves, it should be cleaned out so that proper drainage can occur. If there is no pipe and inlet under this driveway, installation is needed;
 - Place a “Hill Blocks View” sign (W7-6), with an supplemental advisory speed sign (W13-1) of “15 MPH” on each side of the vertical curve that is just east of the power line crossing (see **Figure 7** for location);
 - Remove shrubs beside East Street that are obstructing motorists’ view when looking east from the Goodwin Street approach.

FIGURE 7

ROADWAY RECOMMENDED IMPROVEMENTS



Sam Gaston

From: Whit Colvin [wcolvin@bishopcolvin.com]
Sent: Thursday, January 03, 2013 6:12 PM
To: Sam Gaston
Cc: carljohnson@bishopcolvin.com
Subject: Re: East Street
Attachments: DOC051.pdf

Sam,

I have attached an AG Opinion for your review. The opinion confirmed the City of Homewood's right and authority to purchase, renovate and use as a City Hall the old Palisades Shopping Center. The catch was that the Palisades was not only outside of Homewood, it was within the city limits of Birmingham. The key is that the undertaking, whether within or without the City limits, has to serve a public municipal purpose.

In the case of East Street, if the expenditure on sidewalks and ROW improvements serves a public purpose for the City of Mountain Brook, the expenditure is permitted. The Council will need to find that such a public purpose exists in its resolution authorizing the expenditure, if it decides to fund the project.

I hope that helps.

Whit Colvin

205.251.2881
 205.254.3987 fax
 wcolvin@bishopcolvin.com



On 1/3/2013 4:39 PM, Sam Gaston wrote:

Thank you.

Sam S.Gaston
 City Manager
 City of Mountain Brook AL
 3928 Montclair Road (Until April, 2013)
 Mailing address-POB 130009
 Mountain Brook AL. 35213
 (205) 802-3803 Phone
 (205) 870-3577 Fax

From: Whit Colvin [mailto:whitcolvin@bishopcolvin.com]
Sent: Thursday, January 03, 2013 4:39 PM
To: Sam Gaston
Cc: carljohnson@bishopcolvin.com
Subject: Re: East Street

I do not Sam but we will get you some authority (if any is out there) just to cover all the bases.

1/4/2013

Whit Colvin

205.251.2881

205.254.3987 fax

wcolvin@bishopcolvin.com



On 1/3/2013 4:18 PM, Sam Gaston wrote:

As you know, Vestavia is asking us to do some road and shoulder/drainage improvements on East Street in their city leading down to our Public Works facility.

The improvements were detailed in the 2004 traffic study for the athletic fields construction and its impact on this street. We have \$10,000 budget for materials and our Public Works crews will do the work.

This will be on our pre-meeting agenda for January 14th. Vestavia has been very kind to us allowing us to use their court room for the past 2 years.

You see any problems with us doing this work in Vestavia?

Sam S.Gaston

City Manager

City of Mountain Brook AL

3928 Montclair Road (Until April, 2013)

Mailing address-POB 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax



2002-214

STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

BILL PRYOR
ATTORNEY GENERAL

ALABAMA STATE HOUSE
11 SOUTH UNION STREET
MONTGOMERY, AL 36130
(334) 242-7300
WWW.AGO.STATE.AL.US

April 24, 2002

Honorable Michael G. Kendrick
Attorney, City of Homewood
Gorham & Waldrep
Suite 700
2101 6th Avenue North
Birmingham, AL 35203

Municipalities - Public Buildings -
Municipal Funds - Municipal Property -
Rental Property - Jefferson County

The City of Homewood is authorized to purchase property, which is located in an adjoining municipality, to be used for municipal purposes. The city is authorized to lease any of said property that is declared surplus and hire a property manager to manage said facility.

Dear Mr. Kendrick:

This opinion of the Attorney General is issued in response to your request on behalf of the City of Homewood.

QUESTION ONE

May the City expend public funds to purchase the Palisades Shopping Center, considering that a portion of the property will be used by the City for municipal purposes to provide municipal services to its residents, even though the shopping center is currently located in the City of Birmingham?

FACTS AND ANALYSIS

You related to this Office the following facts:

1. Palisades Shopping Center is located in the City of Birmingham, but adjacent to the City of Homewood (the "City"), and is currently owned by Palisades Investors, L.L.C. ("Seller"). The City has executed an agreement to purchase the Palisades Shopping Center (the "Center"), a portion of which is anticipated to be used for municipal purposes to provide facilities for municipal functions of the City. The Agreement contains a number of contingencies, one of which is an opinion from the Attorney General's Office that the City can spend public funds to purchase the Center.

2. The Center is composed of approximately 26 acres of property and comprises approximately 275,000 square feet of commercial rental space with 1650 parking spaces. The Center is currently operated by the Seller as a commercial shopping center with approximately 25 percent of the rental space vacant. It is the City's desire to purchase the property and to essentially relocate all city functions, including police, fire, building inspection, engineering, city hall, and administration, to this location. It is also anticipated that the City will expand its uses of the Center to include a possible civic center/recreational facility and other public uses that would be permitted by the existing structure.

3. The City initially anticipates using a portion of the Center for municipal purposes and to contract with a property manager to manage the portion of the Center that will not be used for municipal purposes, and to continue to rent such surplus space until such time as the City determines a need for municipal use. The revenue generated from the surplus rental space will help retire the cost of the purchase and maintenance of the Center, including that portion to be dedicated for municipal use by the City.

4. The City has had initial discussions with the City of Birmingham concerning the deannexation of the property so that the property can be annexed into the City in the future.

Section 11-81-141 of the Code of Alabama sets out the general authority for municipalities to purchase property and construct buildings either inside or outside of their corporate limits and states, in pertinent part, as follows:

(a) In addition to the powers which it may now have, any municipality or county shall have power under this division:

(1) To acquire by gift or purchase, to construct, to reconstruct, to improve, to better or to extend any undertaking within or without the municipality or county or partially within or partially without the municipality or county;

(2) To operate and maintain any undertaking for its own use and for the use of public and private consumers and users within and without the territorial boundaries of the municipality or county. . . .

ALA. CODE § 11-81-141(a) (1994).

In addition, section 11-47-3 of the Code of Alabama provides that municipalities may contract for the construction of public buildings. That section states, in pertinent part, as follows: "The governing body of any city or town may contract for the construction, reconstruction, extension or repair of any municipal building. . . ." ALA. CODE § 11-47-3(a) (1992).

CONCLUSION

Considering the provisions of sections 11-81-141 and 11-47-3 of the Code of Alabama, as quoted above, it is the opinion of this Office that the City of Homewood may expend public funds to purchase the Palisades Shopping Center, or any other property to be used by the City for municipal purposes, if the City Council determines that such purchase would be in the public interest, even though the property and buildings are presently located in the City of Birmingham.

QUESTION TWO

May the City expend public funds to purchase the Palisades Shopping Center and initially use the vacant space of the shopping center to relocate municipal facilities and to continue to rent out, for commercial use, surplus portions of the Center that are not to be occupied by the City and used for municipal purposes by contracting with a property manager to manage the surplus commercial portions of the Center that are not being used for municipal purposes by the City?

FACTS AND ANALYSIS

Based on the opinion set out in response to Question One above, it is the opinion of this Office that the City may spend public funds to purchase the Palisades Shopping Center. Once property has been purchased by a municipality, Alabama law specifically authorizes municipalities to lease real estate not needed for municipal purposes as surplus property. Section 11-47-21 of the Code of Alabama, in part, states as follows:

The governing body of any city or town in this state may, by ordinance to be entered on its minutes, lease any of its real property not needed for public or municipal purposes, and a lease made by the mayor in accordance with such ordinance shall be binding for the term specified in the lease, not to exceed a period of 99 years

ALA. CODE § 11-47-21 (1992). Thus, pursuant to section 11-47-21 of the Code of Alabama, the City of Homewood is authorized to lease the property owned by the City that the City Council has deemed to be surplus and not presently needed for municipal purposes for a period not to exceed 99 years.

Additionally, the City has inquired as to whether they may be permitted to hire a property manager to manage the surplus property. It is the opinion of this Office that the City has authority to contract for services. Cities may enter into and contract for services pursuant to the provisions of section 11-47-5 of the Code of Alabama, which provides as follows:

Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality.

ALA. CODE § 11-47-5 (1992). Therefore, it is the opinion of this Office that the City is authorized to enter into contracts with property managers, to manage the leased surplus property authorized by the City Council, for so long as such property management contracts are in compliance with the terms and conditions of the competitive bid law as set out in sections 41-16-50 and 41-16-51 of the Code of Alabama. See, also, section 11-40-1 of the Code of Alabama granting municipalities the general power of contract.

CONCLUSION

Based on the above, it is the opinion of this Office that the City may expend public funds to purchase the Palisades Shopping Center, may lease the space in the Palisades Shopping Center not needed for municipal purposes that has been determined to be surplus by the city council pursuant to section 11-47-21 of the Code of Alabama, and may contract for the services of a property manager to manage the surplus property in order to preserve the City's assets so long as such contract is entered into in compliance with the provisions of sections 41-16-50 and 41-16-51 of the Code of Alabama.

QUESTION THREE

May the City expend public funds to purchase the Palisades Shopping Center, which is currently leased to a number of tenants under leases that have remaining expiration of one to ten years, continue to honor such leases, and use the revenue generated from such commercial rental proceeds to assist in retirement of the debt and maintenance of the Center?

FACTS AND ANALYSIS

Section 11-43-56 of the Code of Alabama states that "the Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City." ALA. CODE § 11-43-56 (1989). Accordingly, the city council may authorize the leasing of surplus property, not presently needed for municipal purposes, pursuant to section 11-47-21 of the Code of Alabama. Likewise, the city council is authorized by law to charge and collect rentals on property leased by the City. *See* ALA. CODE § 11-81-141(a)(4) (1994). Therefore, logically, the proceeds from the leasing of surplus property, properly authorized by the city council, under the management and control of the city council, shall be deposited in such accounts and used for such lawful purposes as directed by the city council. *See* ALA. CODE § 11-43-56 (1994). These uses are to include, but not be limited to, the general fund or any other fund where such proceeds may be used for lawful purposes as directed by the city council.

CONCLUSION

Based on the provisions of sections 11-81-141, 11-47-3, and 11-47-21 of the Code of Alabama, and the opinions and analysis set out in response to Questions One and Two above, it is the opinion of this Office that the City may expend public funds to purchase the Palisades Shopping Center and may lease those portions of the Palisades Shopping Center not presently needed for municipal purposes, if such property has been determined to be surplus property, by ordinance adopted by the city council, for so long as the property is not needed by the City for municipal use, not to exceed a period of 99 years.

QUESTION FOUR

May the City relocate municipal facilities of the City to the Palisades Shopping Center if the Center and the municipal facilities that will be located at the Center are in the City of Birmingham, although adjacent to the City of Homewood?

FACTS AND ANALYSIS

Section 11-81-141(a)(1) of the Code of Alabama provides that municipalities have the authority "to construct, to reconstruct, to improve, to better or to extend any undertaking within or without the municipality." ALA. CODE § 11-81-141 (1994). Section 11-81-141(a)(2) of the Code of Alabama provides that a municipality has the authority "[t]o operate and maintain any undertaking . . . within and without the territorial boundaries of the municipality. . . ." An "undertaking," as defined in section 11-81-140(1) of the Code of Alabama, includes:

Causeways, tunnels, viaducts, bridges and other crossings, highways, parks, parkways, airports, docks, piers, wharves, seaport or river terminals, hospitals, public markets, tennis courts, swimming pools, golf courses, stadiums, armories, auditoriums and *other public buildings of all kinds*, incinerator plants and systems in connection with the generation, production, transmission and distribution of electric energy for lighting, heating and power for public and private uses, together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights-of-way, contract rights, franchises, approaches, connections, dams and reservoirs.

ALA. CODE § 11-81-140(1)(a) (1994) (emphasis added).

Additionally, this Office wrote in an opinion to the Honorable Timothy B. Coe that, under these Code sections, the Town of Wedowee was permitted to expend funds to establish and maintain a city facility outside of its corporate limits. Opinion to Timothy B. Coe, Mayor, Town of Wedowee, dated July 25, 1997, A. G. No. 97-00234. In that opinion, this Office wrote that sections 11-81-140 and 11-81-141 of the Code of Alabama provide that "a municipality may improve, operate, and maintain any undertaking outside of its corporate limits. Included in the definition of an undertaking at § 11-81-140(1) is 'public buildings of all kinds.'" *Id.* Thus, Alabama law clearly permits a municipality to locate, improve, operate, and maintain public buildings outside of its corporate limits.

This Office has previously determined that municipalities have certain powers that are implied, although not explicitly provided by statute. In a 1998 opinion to the Honorable Curtis H. Springer Jr., this Office opined that:

Municipalities are subdivisions of the State, and as such, can only exercise the power as is conferred on them by law. *Wilkins v. Dan Haggerty & Associates, Inc.*, 672 So.2d 507 (Ala. 1995). A municipality, however, "need not predicate its every action on some specific express grant of power. Alabama's cities possess certain implied powers that derive from the nature of the powers expressly granted to them by the legislature." *Id.* at 509. "A municipality may exercise those powers that are explicitly granted to it by the legislature, as well as those powers that are necessarily implied from an express grant of power." *City of Birmingham v. Graffeo*, 551 So.2d 357, 360 (Ala. 1989).

Opinion to Curtis H. Springer Jr., Presiding Judge, Montgomery Municipal Court, dated November 24, 1997, A. G. No. 98-00043.

It is clear that, based on the provisions of sections 11-81-140 and 11-81-141 of the Code of Alabama and the City of Homewood's implied powers, the municipality has the authority to build and utilize "public buildings of all kinds" outside of its corporate city limits. In addition, section 11-43-49 of the Code provides that the city council is permitted to determine where it shall hold its meetings, as long as those meetings are open to the public. Accordingly, it is the opinion of this Office that the City of Homewood may build, operate, and maintain its municipal facilities in buildings outside the corporate limits of the City of Homewood. The uses of these facilities can include meetings of any entity of the Homewood city government for any lawful purpose.

CONCLUSION

Therefore, pursuant to sections 11-81-140 and 11-81-141 of the Code of Alabama, previous opinions of this Office as set out herein, and the analysis and responses to Questions One, Two, and Three above, it is the opinion of this Office that the City may purchase the Palisades Shopping Center and locate municipal facilities at such location, if the city council determines that it would be in the public interest.

QUESTION FIVE

May the City continue to rent out the surplus portions of the Center that are not presently necessary

for municipal use, for a profit, through the use of a property manager who will manage the property, and contribute the rental proceeds to the general fund to be used for municipal purposes, which would include but not be limited to the maintenance of the Center and the retirement of the debt associated with the purchase of the Center?

FACTS, ANALYSIS, AND CONCLUSION

Based on the authorities and opinions set out in responses to Questions One, Two, Three, and Four as set out above, it is the opinion of this Office that this question should be answered in the affirmative.

I hope this opinion answers your questions. If this Office can be of further assistance, please contact Jeffery H. Long of my staff.

Sincerely,

BILL PRYOR
Attorney General
By:



CAROL JEAN SMITH
Chief, Opinions Division

Sam Gaston

From: Matthew W. Stiles
Sent: Friday, January 11, 2013 10:42 AM
To: Sam Gaston
Subject: RE: Sidewalk Plans - Dexter Ave

Sam:

My neighbors and I would like to come before the City Council and request reconsideration of this sidewalk plan, at least as it affects Dexter Avenue. I cannot find any 2013 City Council meeting dates on the City's website yet, nor do I know exactly how to go about it. We certainly want to pursue this respectfully, within the parameters of our City Council's procedures.

We would also like to be on the agenda for the next Tree Commission meeting, because I think the Commission needs to be given an opportunity to weigh in on the negative effects of this project on an area of our City that already suffers from an inadequate canopy.

Many thanks for your help.

Best,
Matt

Matthew W. Stiles
Lehr Middlebrooks & Vreeland, P.C.

From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Friday, January 11, 2013 10:15 AM
To: Matthew W. Stiles
Cc: Ben Burmester
Subject: RE: Sidewalk Plans - Dexter Ave

Ben will get back with us on your questions.

Sam S.Gaston
City Manager
City of Mountain Brook AL
3928 Montclair Road (Until April, 2013)
Mailing address-POB 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: Matthew W. Stiles [mailto:mstiles@lehrmiddlebrooks.com]
Sent: Friday, January 11, 2013 9:32 AM
To: gastons@mtnbrook.org
Cc: Ben Burmester
Subject: Re: Sidewalk Plans - Dexter Ave

Sam:

Ben met with one of my neighbors this morning and graciously allowed time to answer my questions as well. I know he's doing what he can to address homeowner issues and I appreciate his efforts.

1/11/2013

But Sam, that 11 tree number is totally incorrect. At least two trees, my 50 year old dogwood and my neighbor's very mature flowering cherry are directly in the sidewalk's projected path without being included in the affected tree count. I suspect a 100+ year-old Japanese Maple further down the street has not been accounted for in that number either. Additionally, we saw at least 2 other trees on the survey on our block, where the sidewalk runs adjacent to the very base of the tree, but the tree is not counted as an affected tree. At 4 to 6 inch deep, that sidewalk will destroy the root system. I don't think the City has even reasonably assessed the loss of trees this sidewalk will cause. It certainly has not done so with any accuracy.

I note also that the survey is so old that it doesn't even reflect a walkway to my front door installed in May 2012.

Lastly, as of now, there is no answer about what will happen to homeowner irrigation located within the right-of-way.

Since the City is resting on its legal rights to the first eight feet, with about 2 feet of sod between the sidewalk and the road, will the City be undertaking the burden of adequately irrigating and maintaining the sod it installs there?

It increasingly appears to me the City sold its soul to ALDOT without sufficient and due consideration for its citizens affected.

-Matt

On Jan 10, 2013, at 9:09 AM, "Burmester, Ben" <bburmester@sain.com> wrote:

Matt,

The mailbox regulations comes from the American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide Manual. It states the mailbox supports should be able to yield or break-way if struck by a vehicle. So to answer your question, the mailbox issue is about the support material not the location. The plans for your particular property calls for a sodded grass strip between the existing gutter and the proposed sidewalk. Therefore, they should be able to install a new mailbox in that grass strip so the location would not be changed much. The issue is that when they reset your mailbox it will have to be on a break-away wood pole to meet the federal requirement.

As far as the utility pole question, you are correct that they are a safety hazard. The AASHTO Roadside Design Guide Manual also addresses them stating they do cause a safety risk but acknowledges that in an urban environment many times their location is already established. It would be outside the scope of the sidewalk project to relocate them.

If you have any more questions or concerns please let me know.

Thanks,

Ben Burmester, PE, LEED AP
Sain Associates, Inc.
205.263.2123

From: Sam Gaston [<mailto:gastons@mtnbrook.org>]
Sent: Thursday, January 10, 2013 7:31 AM
To: Burmester, Ben
Subject: FW: Sidewalk Plans - Dexter Ave

Sam S. Gaston
City Manager
City of Mountain Brook AL
3928 Montclair Road (Until April, 2013)
Mailing address-POB 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: Matthew W. Stiles [<mailto:mstiles@lehrmiddlebrooks.com>]
Sent: Wednesday, January 09, 2013 7:51 PM
To: Sam Gaston
Subject: Re: Sidewalk Plans - Dexter Ave

Sam:

I just received the latest communication from the City concerning the movement of mailboxes. A couple questions:

1. If none of the superfluous power poles located within the first 3 feet of the road are being moved to install sidewalks, why is it necessary to move a mailbox located in the same place?
2. How are mailboxes "potentially unsafe for motorists, bicyclists, or pedestrians using the right-of-way" but the superfluous gigantic power poles located in the same area are not? Anecdotally, I've heard of many incidents where people were seriously injured in a collision with a power pole, but I can't recall any such injuries involving mailboxes.

-Matt

From: Sam Gaston [<mailto:gastons@mtnbrook.org>]
Sent: Monday, January 07, 2013 11:43 AM
To: Matthew W. Stiles
Subject: RE: Sidewalk Plans - Dexter Ave

Matt,
Thank you for your email. This project will only entail the loss of 11 trees per our design team. It will provide a walk able path to school and Crestline Village for many. This was the first safe-routes to school project in the state funded due to our past success in sidewalk construction and linking our villages, neighborhoods and schools.
Our design team and CE and I consultant, Sain Associates, will be available to work with each property owner on questions about their individual yards/property.

Dexter is a heavily traveled and density street with many cars parked on the street. The sidewalks will provide a much safer avenue for pedestrians.

Sam S. Gaston
 City Manager
 City of Mountain Brook AL
 3928 Montclair Road (Until April, 2013)
 Mailing address-POB 130009
 Mountain Brook AL. 35213
 (205) 802-3803 Phone
 (205) 870-3577 Fax

From: Matthew W. Stiles [mailto:mstiles@lehrmiddlebrooks.com]

Sent: Monday, January 07, 2013 11:32 AM

To: gastons@mtnbrook.org

Subject: Sidewalk Plans - Dexter Ave

Sam:

I hope this e-mail finds you well in the new year. Sam, I'm writing because there is a growing frustration among my neighbors about the City's plans to install a sidewalk on Dexter Avenue. I wrote when the plans were first announced and Nim Long tried to address the issue with all of the power lines running along both sides of the street (despite the fact that we have alleyways behind both sides of the street). The power lines are the least of my concern. My neighbors and I are concerned as follows:

1. Our nearest example of the City's sidewalk plan is the sidewalk on Jackson Blvd. That sidewalk is virtually unusable, has been in a state of disrepair for years, and is an eye sore to what would otherwise be an attractive neighborhood of very expensive homes. You can't push a stroller down the Jackson Blvd sidewalk without risking a concussion to the child in the stroller! If this is how the City will maintain a sidewalk, I'd prefer we just return to the gravel of the 1950s (which we've practically lived with for three years now, with all the gas line, water line, etc. repairs that have kept our neighborhood looking like a permanent construction zone). If you have to use the grant money or else lose it, could you instead use it to maintain/improve the decrepit sidewalks we already have? What an eye sore a concrete slab is to begin with! The City seems to recognize this in its construction of village sidewalks. Why ignore it in one of its densest, most walked, most high-priced neighborhoods. Look around Crestline. How much concrete do you see right now? Instead, residents choose step-resistant plants, mulch, rock, stone and brick, natural materials that soften the landscape and compliment the values of our homes and community. Please, Sam, not another concrete eye sore!

2. Our alleyways are our primary safe route to school. Everyone uses them. In fact, one could say that play time and social time on Dexter Ave occur more in the alleyway than in the front yards. Additionally, for whatever reason, our alleys are better maintained and more walkable



Sam Gaston

From: Nimrod Long
Sent: Wednesday, January 09, 2013 3:18 PM
To: Sam Gaston
Cc: Dave Giddens
Subject: FW: MBMC - Fountain Estimates
Attachments: Fountain Install & Operations Estimate.pdf

Dear Sam:

Please review the fountain construction estimate from our office. We have provided mechanical drawings to WBA for them to forward to B&G for pricing. I will check with both of them to see when pricing will be available.

Delta estimated that the cost of the power to run the fountain (12 hours daily) and a contract to maintain and clean the fountain will be approximately \$1500 per month. Each will cost about \$750 per month.

I will ask Dave to forward you the plan view, rendered elevation and photo of the fountain for you to include in the Councils information.

Please email me if you need additional data.

Nim

Nimrod W.E. Long III
FASLA, LEED AP
President

Nimrod Long and Associates
Land Planners | Landscape Architects | Urban Designers
2213 Morris Avenue, First Floor
Birmingham, AL 35203
205-323-6072 Voice
205-910-8730 Cell
205-324-6128 Fax
www.nimrodlong.com

From: Nimrod Long
Sent: Wednesday, January 09, 2013 10:58 AM
To: Dave Giddens
Subject: Fwd: Operations cost

Nimrod W.E. Long III
FASLA, LEED AP
President

Nimrod Long and Associates
Land Planners | Landscape Architects | Urban Designers
2213 Morris Avenue, First Floor
Birmingham, AL 35203
205-323-6072 Voice
205-910-8730 Cell
205-324-6128 Fax

Begin forwarded message:

From: "James Turner" <james@deltafountains.com>
Date: January 9, 2013, 9:56:33 AM CST
To: "Nimrod Long" <Nimrod@nimrodlong.com>
Subject: RE: Operations cost
Reply-To: <james@deltafountains.com>

Nim,

I estimate operating costs to be approximately \$1,500.00/month which would include utilities (power and water consumption) and manual labor for water testing, chemical upkeep, and general upkeep/maintenance of the pumping system.

I hope this proves helpful, if you have any questions or require further information, please do not hesitate to contact me.

Thank you,
James Turner

MBMC - Fountain
Preliminary Cost Estimate

Interactive Fountain (Flush Deck)				
12/12/2012				
<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT COST</u>	<u>BASE BID</u>
Equipment-(32) 2" nozzles,(1) 3" nozzle, (8) Lights	1	LS	\$144,151.00	\$144,151.00
Excavation and Conc. For Vault and Tank	1	LS	\$20,000.00	\$20,000.00
Plumbing	1	LS	\$50,000.00	\$50,000.00
Electrical	1	LS	\$18,000.00	\$18,000.00
Concrete and Waterproofing	1	LS	\$12,560.00	\$12,560.00
Granite Paving	315	SF	\$50.00	\$15,750.00
Trench Grate	62	LF	\$250.00	\$15,500.00
Sanitary Sewer Connection	1	LS	\$8,000.00	\$8,000.00
			Subtotal	\$283,961.00
		General Conditions	15%	\$42,594.15
			Grand Total	\$326,555

Nimrod Long

And Associates

L O N G

Land Planners

Landscape Architects

Urban Designers

January 10, 2013

Mr. Sam Gaston
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

RE: **Project No. CMAQ-9802 (921)**
Village Trail System, Phase 6
City of Mountain Brook, Jefferson County

Dear Sam:

I am hopeful we are getting close to the end of NLA having to request additional fees for Phase 6. Our problem is that we do not have a contract with the City to pay for our additional time beyond preparing the Construction Documents for ALDOT to bid.

After bidding Phase 6, we have billed the City \$27,055.00 of Additional Services. All of this with the exception of \$8,594.65 in invoices sent in December have been approved and paid. Since our last billing period ending on 12/20/12, we have spent additional time that has not been billed and project still more time as shown below.

Time Spent Since 12/20/12 –

• Dave Giddens	21 hrs @ \$100.00	\$2,100.00
• Nim Long	6.5 hrs @ \$135.00	<u>\$877.50</u>
		\$2,977.50

Projected Time to Complete Adjusted Drawings –

• Dave Giddens	73 hrs @ \$100.00	\$7,300.00
• Nim Long	20 hrs @ \$135.00	\$2,700.00
• LBVD	(Drainage Study)	<u>\$3,500.00</u>
		\$13,500.00

Total Requested Additional Services –

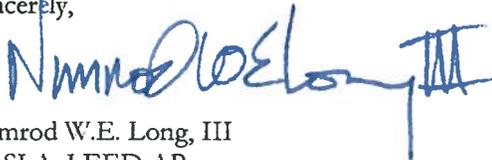
1. Invoice 19282	\$8,594.65
2. Time Since Last Invoice	\$2,977.50
3. <u>Projected Time</u>	<u>\$13,500.00</u>
Total Estimated	\$25,072.15

I'm sure it will be helpful to know what we will have to do to justify this additional funding request. Most of our time has been spent producing drawings to meet new requirements for driveways and retaining walls. We have also spent time on the following:

1. Meetings with ALDOT Director on two occasions to discuss how to complete this project on a timely basis.
2. We met with ALDOT on portions of two days to determine what drawings ALDOT needed to give approval so work could continue.
3. Updated the entire set of drawings to show changes to the Structural Walls on plans drawings and quantity sheets.
4. We have just begun to adjust the eight (8) driveways in an ALDOT approved format.
5. Miscellaneous meetings and drawings regarding changes to
 - A. Walkway layout and drainage at the triangle on Cherokee Road.
 - B. Meeting to coordinate traffic signal at Beechwood.
 - C. Providing drawings for bridge easement and walls on Old Leeds Road.
6. LBYD Engineering is doing a required drainage study for the walkway changes at the Cherokee Road triangle. Projected fee: \$3,500.00
7. Meetings with Sain and City as requested to address construction questions.

The main part of our work has been addressing the issues of revised driveway slopes, revised wall details and calculations of quantities for these changes. We have worked hard to do all this as efficiently as possible to keep additional fees to an absolute minimum.

Sincerely,



Nimrod W.E. Long, III
FASLA, LEED AP

cc: File
05-863\Corr\MB\13-010 Letter to Sam - Additional Service.doc

Mountain Brook Walkway System Phase 6
 CMAQ-9802(921)
 1/7/2013

PROJECT FUNDING SUMMARY PROVIDED BY ALDOT DATED 12/13/11

	TOTAL ESTIMATE	FEDERAL FUNDS	CITY FUNDS
Roadway (Construction Cost plus CE&I)	\$ 1,829,763.10	\$ 1,463,810.48	\$ 365,952.62
Federal Non-Participation	\$ 8,526.54		\$ 6,526.54
Indirect Cost	\$ 250,286.28	\$ 200,229.02	\$ 50,057.25
TOTAL:	\$ 2,086,575.92	\$ 1,664,039.50	\$ 422,536.41

PROJECT COST CHANGES KNOWN AS OF 1/7/13

	CONSTRUCTION TOTAL	CE&I (15% OF CONSTR \$)	GRAND TOTAL	80% FEDERAL	20% CITY	REASON FOR COST CHANGE
Change Order 1	\$ 11,199.50	\$ 1,679.93	\$ 12,879.43	\$ 10,303.54	\$ 2,575.89	Required Erosion Control Items added for ADEM and ALDOT comments, Approved
Change Order 2	\$ 8,910.00	\$ 1,336.50	\$ 10,246.50	\$ 8,197.20	\$ 2,049.30	Added Magnolia Trees as coordinated by City, NLA, and property owner, Not approved yet
Deletions	\$ (4,500.00)	\$ (675.00)	\$ (5,175.00)	\$ (4,140.00)	\$ (1,035.00)	Deletion of transplanting Leyland Cypress trees, trees are too large to transplant
Anticipated Over/Under-runs	\$ 101,176.70	\$ 15,176.51	\$ 116,353.21	\$ 93,082.56	\$ 23,270.64	Approximate, anticipated over-runs for adjustments to meet field conditions
Knolwood Driveways	\$ 22,935.26	\$ 3,440.29	\$ 26,375.55	\$ 21,100.44	\$ 5,275.11	Approximate, revisions to driveways as required by ALDOT
Retaining Wall Revisions	\$ 101,746.24	\$ 15,261.94	\$ 117,008.18	\$ 93,606.54	\$ 23,401.64	Revised wall design for battered (sloped) face to meet clear zone requirements and for height, length, footer revisions
Deletions of proposed retaining walls	\$ (138,619.92)	\$ (20,792.99)	\$ (159,412.91)	\$ (127,530.33)	\$ (31,882.58)	Deletion of several proposed walls along Cherokee Road
Deletion of Minor Structure Concrete Walls	\$ (8,775.88)	\$ (1,316.38)	\$ (10,092.26)	\$ (8,073.81)	\$ (2,018.45)	Short walls have been determined to not be needed
Driveway revisions						Driveways (8) currently being redesigned by NLA
Wall J Battered Design						Will be repriced once reviewed by structural engineer
Wall L and O						Will be repriced once redesign for revised heights complete
TOTAL:	\$ 94,071.90	\$ 14,110.79	\$ 108,182.69	\$ 86,546.15	\$ 21,636.54	Approximate

NOTES:

The project funding summary includes the Roadway construction cost, federal non-participation costs, CE&I costs, and indirect costs.

Anticipated Over-runs and Under-runs are evaluated monthly.

Change Order 1 is approved

Change Order 2 is pending, waiting on final price estimate from the contractor so can submit to ALDOT for final approval



January 10, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
3928 Montclair Road, Suite 200
Mountain Brook, AL 35213

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Sam:

As previously discussed with you and ALDOT, Sain's fee for CE&I services on the subject project has been depleted. We request a supplement to our contract for \$145,987.20.

The original contract was based on 140 working days and was originally estimated to complete in November 2012. Due to pending decisions on driveways and retaining walls, the contract time has been periodically stopped because these pending decisions have caused for gaps in the contractor's work. Even though time is not counting toward the contract, Sain has maintained full time inspection while the contractor is working. Sain has also attended several meetings and has extensive coordination with the City, Nimrod Long and Associates, and ALDOT regarding the plan revisions, quantity revisions, and contractor pricing in regards to the driveways and retaining walls.

Sain estimates the following for time remaining on the project (please note, this is just an estimate of time as the contractor has not been provided all the information yet to request the time extensions nor has ALDOT approved of the time extensions):

- Time remaining on the original contract as of January 1 – 48 days
- Time extension for Green Valley drainage – 2 days
- Time extension for Knollwood Drive driveways – 3 days
- Time extension for Retaining Walls B, D, E, and I – 15 days
- Time extension for Retaining Wall J – 5 days
- Time extension for Retaining Walls L and O – 10 days
- Time extension for Eight (8) Driveways to be reconstructed – 16 days
- Time extension for estimated over-runs – 16 days
- TOTAL: 115 days

The supplemental manday estimate is based upon 115 additional days and an approximate completion date of June 2013..

Please forward this letter and attachments with a letter of your approval to ALDOT. If you have any questions, please do not hesitate to call.

Sincerely,

Alicia N. Bailey, P.E.
AL Registration #26339

James A. Meads, P.E.
President/CEO
Alabama Reg. #17294

Celebrating 40 Years of Excellence in Engineering and Surveying

244 West Valley Avenue, Suite 200 - Birmingham, Alabama 35209 - p (205) 940-6420 - f (205) 940-6433
www.sain.com

City of Mountain Brook
CMAQ-9802(921)

Sain Associates, Inc.

Project: Mountain Brook Village Walkway System, Phase 6

Task	Task Description	Project Manager	Level II Inspector	Level I Inspector	Administrative Assistant	Professional Civil Engineer	Target Person	Instrument Person	Field Supervisor	Professional Land Surveyor	Survey Drafter	Total
8.0 A	Contract Administration	10	5	1	4							20
8.0 B	Survey Control and other surveying	1.5					8.5	8.5	8.5	4	8	39
8.0 C	Project Inspection	15	100	30								145
8.0 D	Testing	1	5	5								11
8.0 E	Management Engineering Services	20	5	1		8						34
	MANDAY TOTALS:	47.5	115	37	4	8	8.5	8.5	8.5	4	8	249
	DAILY RATE:	\$ 270.64	\$ 160.00	\$ 152.00	\$ 138.40	\$ 344.00	\$ 152.00	\$ 176.00	\$ 186.00	\$ 296.00	185.28	
	TOTAL DIRECT LABOR:	\$ 12,855.40	\$ 18,400.00	\$ 5,624.00	\$ 553.60	\$ 2,752.00	\$ 1,292.00	\$ 1,496.00	\$ 1,581.00	\$ 1,184.00	\$ 1,482.24	\$ 47,220.24

OVERHEAD 174.25%: \$ 82,281.27
SUB-TOTAL: \$ 129,501.51
DIRECT JOB COSTS: \$ 2,875.00
SUB-TOTAL: \$ 132,376.51
PROFIT @ 10%: \$ 13,237.65
SUB-CONSULTANT FEE: \$ -
SUB-CONSULTANT MARK-UP 5%: \$ -
FACILITIES CAPITAL COST 0.79%: \$ 373.04
TOTAL FEE AMOUNT: \$ 145,987.20

A G R E E M E N T

B E T W E E N

SAIN ASSOCIATES, INC.

A N D

CITY OF MOUNTAIN BROOK

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

SUPPLEMENTAL AGREEMENT #1

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

This AGREEMENT is made and entered into by and between the City of Mountain Brook, hereafter referred to as the CITY, acting by and through the Alabama Department of Transportation, (ALDOT), hereinafter referred to as the STATE, and Sain Associates, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 244 West Valley Avenue, Suite 200, Birmingham, Alabama 35209, Party of the Second Part, hereinafter referred to as the CONSULTANT.

ARTICLE I - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services for the Mountain Brook Village Walkway System, Phase 6 for the City of Mountain Brook, Project Number CMAQ-9802(921). The project consists of the following seven sites: Overcrest Road (2500 LF), Cherokee Road (2500 LF), Overbrook Road (3000 LF), Old Leeds Road (2250 LF), Shiloh Drive (1150 LF), Green Valley Road (550 LF), and Knollwood Drive (1100 LF).

SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the CITY.

SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the STATE. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the STATE.

2.0 ITEMS TO BE FURNISHED BY THE CITY/STATE TO CONSULTANT:

A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via Division Engineer/City Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:

5 sets Construction Plans - Half scale

3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)

2 sets Standard Drawings

1 copy of Executed Contract

3.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by Division Engineer/City Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by Division Engineer/City Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the STATE/CITY. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of Division Engineer/City Engineer to correspond with type of suspension, either complete suspension or partial suspension.

4.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the STATE/CITY shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the STATE policies, plans, specifications and contract provisions. The CONSULTANT shall cooperate and assist the STATE/CITY representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the STATE'S/CITY'S recommendations. The STATE'S/CITY'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by Division Engineer/City Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

5.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise Division Engineer/City Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

- B. Project Inspection: The CONSULTANT shall provide services to monitor and document Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The

CONSULTANT shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

C. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the STATE'S Testing Manual. The STATE/CITY reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The STATE/CITY shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the STATE/CITY of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a laboratory other than the State laboratory shall be

handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

D. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the STATE/CITY to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the STATE/CITY, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to Division Engineer/City Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the STATE. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.

5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to Division Engineer/City Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with Division Engineer/City Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make

recommendations to Division Engineer/City Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The State Construction Engineer, depending on the nature of proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that Division Engineer/City Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to Division Engineer/City Engineer of all project(s) related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to Division Engineer/City Engineer, together with any proposals from Contractor. The CONSULTANT shall be a liaison and cooperate with the STATE/CITY in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item

that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem. In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to Division Engineer/City Engineer for approval. Approval of Division Engineer/City Engineer must be obtained prior to initiating any change or extra work.
10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the STATE/CITY Project manager, shall negotiate prices with Contractor and prepare and submit a recommendation to Division Engineer/City Engineer for approval. The Division Engineer/City Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.
11. In the case where Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.
12. In the case where Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with Division Construction Engineer/City Construction Engineer. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation

and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

13. In the case where Contractor for a project submits a request for extension of allowable contract time, the CONSULTANT shall analyze request and prepare a recommendation to Division Engineer/City Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or other times as necessary, to Division Engineer/City Engineer on all delays. This recommendation is needed to justify a time extension.
14. The CONSULTANT shall prepare and submit to Division Engineer/City Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve CONSULTANT, shall be signed and sealed by the CONSULTANT and Division Engineer/City Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the STATE/CITY, the CONSULTANT shall assist appropriate STATE/CITY offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
16. The CONSULTANT shall monitor and document Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.
17. Shop drawing/sample submittal and approvals shall be logged by the STATE. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
18. The CONSULTANT shall assist Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize

delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

19. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
20. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
21. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform Division Engineer/City Engineer of these inquiries.
22. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

6.0 PERSONNEL: (See attached personnel and their qualifications)

7.0 SUBCONSULTANT SERVICES: (See attached proposal from Bhate Geosciences)

8.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by Division Engineer/City Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the STATE/CITY in connection with said Project(s).

9.0 CLAIMS REVIEW:

In the event Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT has completed this AGREEMENT, the CONSULTANT shall, by written request from the STATE/CITY, analyze the claim, prepare a recommendation to Division Engineer/City Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services shall be mutually agreed between the STATE/CITY and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by Division Engineer/City Engineer, assist appropriate STATE/CITY Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT. The CONSULTANT shall, upon written request by Division Engineer/City Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the STATE/CITY in any litigation or hearings in connection with said construction contract(s).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. This AGREEMENT shall be effective upon the date of approval by the City Council.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Division requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Division.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the STATE shall pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT’S personnel that may be working on various projects under this AGREEMENT.

<u>CLASSIFICATION</u>	<u>HOURLY PAY RANGES</u>
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00
Administrative Assistant	\$10.00 to \$19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration.
3. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
4. The CONSULTANT’S home office overhead and labor additive rate, as determined by the STATE’S Bureau of Finance and Audits, External Audit Section, shall be applied to direct salary and wages. Any sub-consultant’s overhead and labor additive rate shall not exceed prime consultant’s rate. The CONSULTANT’S billable overhead and labor additive rate can only

increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.

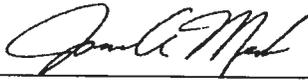
5. Any paid overtime shall require prior authorization from Division Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.
 - a. The hourly overtime rate shall be 1.5 times the hourly billable rate.
 - b. Hours worked on holidays observed by the CONSULTANT shall be billable at an hourly rate of 2 times the hourly billable rate. Billable holiday work shall require prior approval by the STATE.

6. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed one hundred forty-five thousand, nine hundred eighty-seven and 20/100 (\$145,987.20) for a total contract amount of three hundred eighty-three thousand, one hundred forty-six dollars and 20/100 Dollars (\$383,146.20). See attached manday fee estimate.

ATTEST:

(CONSULTANT)

By: _____
(Affix Corporate Seal)

By:  _____

APPROVED BY CITY:



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
3928 Montclair Road
Suite 230
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

MEMO

DATE: January 9, 2013

TO: Mayor, City Council
City Manager
City Attorney

FROM: Dana Hazen, City Planner

RE: Thompson Subdivision, Pine Ridge Road

In November 2011 the Planning Commission approved a 7-lot subdivision on Pine Ridge Road (see attached plan as approved in 2011). The subdivision was never recorded, and the owner is prepared to bring an alternate 5-lot subdivision before the Planning Commission in February 2013 (See attached proposed plats and preliminary plan).

The property is zoned Res-A, which requires a minimum road frontage of 100 feet per lot. The Thompson property has approximately 486 feet of road frontage on Pine Ridge Road. The owner seeks to divide the property into 5 lots, but is 14 feet shy of the minimum road frontage (500 feet).

In an effort to gain the additional 14 feet of frontage the owner proposes to dedicate 20 feet of right-of-way to the City. The property widens out as it gets farther from the road, so by moving the front property line back 20 feet, the owner would gain the necessary road frontage to meet the zoning regulations.

The existing right-of-way along Pine Ridge Road is 50 feet, and the proposed right-of-way (in front of the Thompson property) is 70 feet.

In order for the Planning Commission to be able to hear/approve the proposed 5-lot subdivision the Council would have to formally "accept" the additional right-of-way.

This item will be discussed at the pre-meeting; no formal action is necessarily being requested at this time.

Proposed Plot

THE UNDERSIGNED, JOSEPH A. MILLER, III, REGISTERED ENGINEER/LAND SURVEYOR, STATE OF ALABAMA, AND MICHAEL D. THOMPSON TRUST, OWNER, WHOSE NAME IS SIGNED TO THIS CERTIFICATE, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT MAP OF A SURVEY MADE BY JOSEPH A. MILLER, III, ENGINEER/LAND SURVEYOR, OF THE PROPERTY SHOWN ON THIS MAP WITH THE DIMENSIONS OF THE LOTS TOGETHER WITH THE STREETS, AVENUES, ALLEYS AND OTHER PUBLIC WAYS SHOWN THEREON AND GIVING THE NAME AND WIDTH OF EACH STREET AND AVENUE AND THE NUMBER AND DIMENSIONS OF EACH LOT AND BLOCK AND SHOWING THE RELATION OF THE LAND SO PLOTTED TO THE GOVERNMENT SURVEY. I, JOSEPH A. MILLER, III, 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. SAID OWNER ALSO CERTIFIES THAT THE SAME IS NOT SUBJECT TO ANY MORTGAGE.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS THE ____ DAY OF 2013.

BY: JOSEPH A. MILLER, III REGISTERED PEPLS #17054
 BY: MICHAEL D. THOMPSON TRUST

STATE OF ALABAMA
 JEFFERSON COUNTY

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT JOSEPH A. MILLER, III, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AS ENGINEER AND SURVEYOR AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME, ON THIS DATE, THAT, BEING INFORMED OF THE CONTENTS OF THE CERTIFICATE, HE EXECUTED SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF 2013.

BY: _____ NOTARY PUBLIC - MY COMM. EXPIRES: _____

STATE OF ALABAMA
 JEFFERSON COUNTY

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT MICHAEL D. THOMPSON TRUST, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AS OWNER AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME, ON THIS DATE, THAT, BEING INFORMED OF THE CONTENTS OF THE CERTIFICATE, HE EXECUTED SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF 2013.

BY: _____ NOTARY PUBLIC - MY COMM. EXPIRES: _____

APPROVED: _____ CHAIRMAN, MOUNTAIN BROOK PLANNING COMMISSION

APPROVED: _____ SECRETARY, MOUNTAIN BROOK PLANNING COMMISSION

NOTE: ENVIRONMENTAL SERVICES DEPARTMENT APPROVAL INDICATES THAT EASEMENTS HAVE BEEN DEDICATED FOR FUTURE JEFFERSON COUNTY SANITARY SEWERS; HOWEVER, THIS DOES NOT MEAN SANITARY SEWERS HAVE BEEN BUILT OR WILL BE BUILT IN THE FUTURE. ANY CHANGE IN THE RIGHT-OF-WAY OR EASEMENT BOUNDARIES AFTER THIS DATE MAY VOID THIS APPROVAL.

DIRECTOR OF ENVIRONMENTAL SERVICES _____ DATE _____

NOTES:
 ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, PRIVATE TELEVISION CABLE SYSTEMS, AND MAY BE USED FOR SUCH PURPOSES TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION (UNLESS OTHERWISE NOTED).

BUILDER IS RESPONSIBLE FOR THE DRAINAGE ON EACH LOT AND IN AND AROUND EACH BUILDING.

THE LOT OWNER/BUILDER SHALL USE APPROPRIATE METHODS, WHETHER PIPES, UNDERDRAINS, DITCHES, GRADING OR OTHER MEANS TO PROVIDE A BUILDING SITE FREE OF SURFACE OR SUBSURFACE DRAINAGE PROBLEMS WITHOUT ADVERSELY AFFECTING ADJACENT LOTS.

THE LOT OWNER/BUILDER SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF SANITARY SEWER STRUCTURE LINE LOCATION PRIOR TO CONSTRUCTION OF BUILDING FOUNDATIONS.

NO PERMANENT STRUCTURE OR OTHER OBSTRUCTION SHALL BE LOCATED WITHIN THE LIMITS OF A DEDICATED EASEMENT.

ELEVATION OF ALL SANITARY SEWER LATERALS TO EACH LOT SHOULD BE VERIFIED BY BUILDER PRIOR TO SETTING LOWEST FLOOR OF RESIDENCE TO BE SERVED.

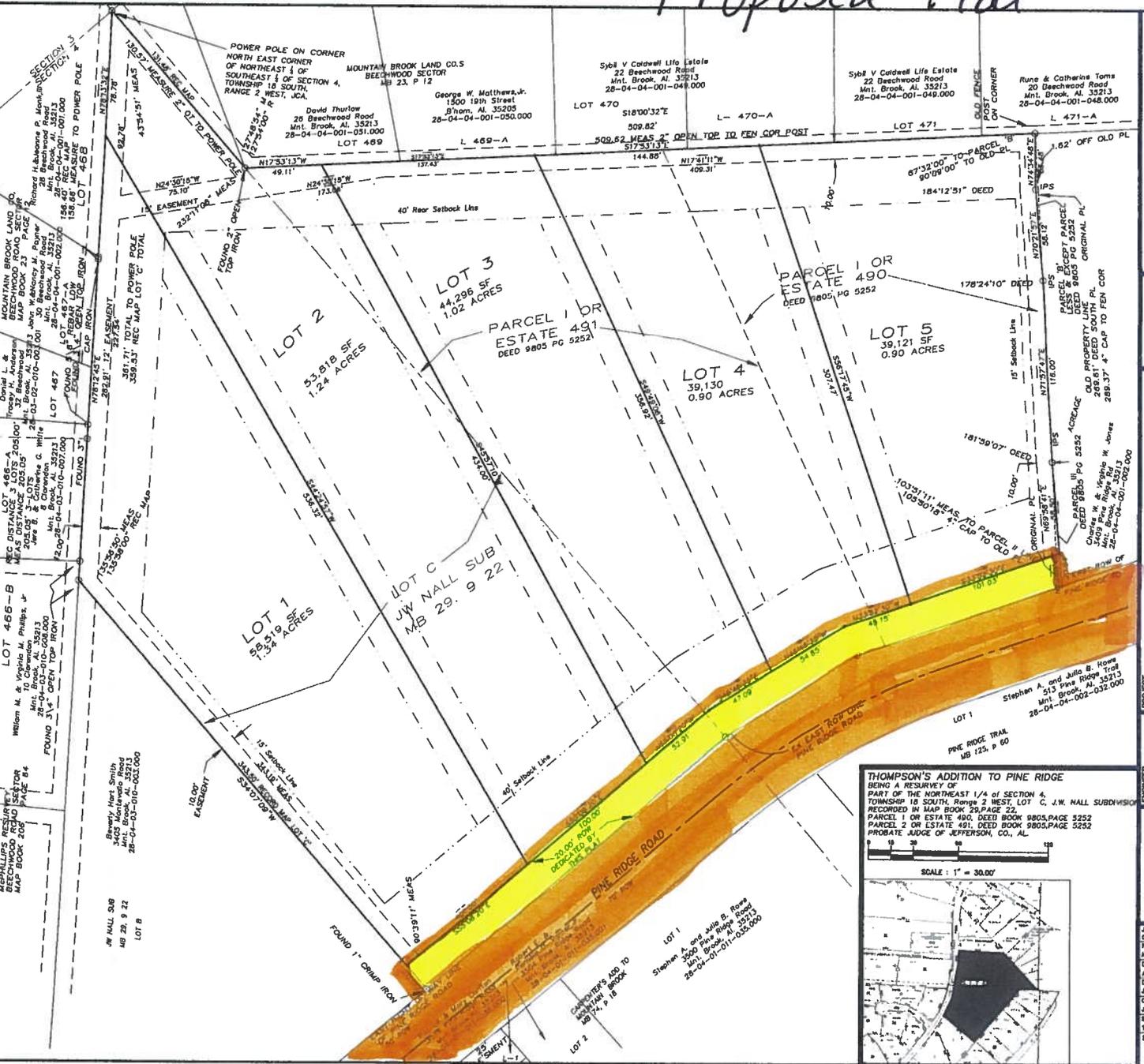
NO HOUSE SHALL HAVE A FINISHED FLOOR ELEVATION LESS THAN TWO (2) FEET ABOVE TOP OF ANY ADJACENT STORM SEWER WITHOUT ENGINEER'S APPROVAL.

NO FENCE SHALL IMPIDE THE FLOW OF WATER IN ANY DRAINAGE WAY.

MILLER, TRIPLETT & MILLER ENGINEERS, INC. IS NOT RESPONSIBLE FOR SOIL COMPACTIONS AND DID NOT CONDUCT ANY SURFACE AND SUBSURFACE INVESTIGATIONS

NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS PER MAP NO. 0107306079Q, DATED SEPT. 28, 2006.

THIS PROPERTY IS ZONED "RESIDENCE A" REQUIRED SETBACKS:
 FRONT.....40 FEET
 REAR.....40 FEET
 SIDES.....15 FEET



THOMPSON'S ADDITION TO PINE RIDGE
 BEING A RESURVEY OF PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 2 WEST, LOT C, J.W. HALL SUBDIVISION RECORDED IN MAP BOOK 29, PAGE 22, PARCEL 1 OR ESTATE 490, DEED BOOK 9803, PAGE 3252 PARCEL 2 OR ESTATE 491, DEED BOOK 9803, PAGE 3252 PROBATE JUDGE OF JEFFERSON CO., AL.

SCALE: 1" = 30.00'

STEPHEN A. and JULIE B. ROWE
 513 Pine Ridge Trail
 Mt. Brook, AL 35213
 28-04-04-001-032.000

REVISIONS

NO.	DATE	DESCRIPTION

JOB NO: 000003
 FILE NAME: Full/Pine Ridge Addn Br
 DATE: April 8, 2012
 DRAWN: JAM
 CHECKED: SMM
 SCALE: 1"=30'
 SHEET 1

RECORD PLAT
Thompson's Addition to PINE RIDGE
 NE 1/4 of Section 4, Township 18 South, Range 2 West
 Mountain Brook, Jefferson County, AL.

PROJECT: _____
 ENGINEER: _____
 FOR REVIEW: _____

MILLER, TRIPLETT AND MILLER ENGINEERS, INC.
 CONSULTING ENGINEERS/LAND SURVEYORS
 2217 10th COURT SOUTH, BIRMINGHAM, ALABAMA 35205
 TELEPHONE (205) 320-0114

MM

