

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL PRE-COUNCIL ROOM (A106)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

AUGUST 8, 2016 , 5:45 PM

1. Smoke-Free Ordinance-Whit Colvin (See attached information.)
2. Update on bridges over Watkins Branch and Shades Creek-Walter Schoel of Schoel Engineering.
3. Contract with Stone and Sons Electrical to light the police and fire memorials. (This item may be added to the formal agenda. See attached information.)
4. Alley assess for 502 Euclid-Whit Colvin (This item could be added to the formal agenda. See attached information.)
5. Executive Session

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**ORDINANCE NO. 1957
AN ORDINANCE TO PROHIBIT SMOKING IN PUBLIC PLACES, LICENSED
BUSINESSES AND WORKPLACES IN THE
CITY OF MOUNTAIN BROOK, ALABAMA**

WHEREAS, the City Council of the City of Mountain Brook, Alabama is aware that studies show that (1) second-hand smoke exposure can cause disease and premature death in children and adults who do not smoke; (2) children exposed to second-hand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks; (3) even occasional exposure of adults to second-hand smoke can have immediate adverse effects on the cardiovascular system and can cause coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to second-hand smoke; (5) establishing smoke-free public places and places of employment are the only effective ways to ensure that second-hand smoke exposure does not occur in such places because ventilation and other air cleaning technologies cannot completely control exposure of non-smokers to second-hand smoke; and (6) evidence from peer-reviewed studies shows that smoke-free policies and laws do not have an adverse economic impact on the hospitality industry;

WHEREAS, the Council is aware that studies have shown that residual tobacco contamination, or "third-hand smoke," from cigarettes, cigars, and other tobacco products is left behind after smoking occurs and builds up on surfaces and furnishings. Tobacco residue can linger in spaces long after smoking has ceased and continue to expose people to tobacco toxins. Sticky, highly toxic particulate matter, including nicotine, can cling to walls and ceilings. Gases can be absorbed into carpets, draperies, and other upholsteries, and then be reemitted (off-gassed) back into the air and recombine to form harmful compounds. Given the rapid sorption and persistence of high levels of residual nicotine from tobacco smoke on indoor surfaces, including clothing and human skin, exposure to "third-hand smoke" represents an unappreciated health hazard through dermal exposure, dust inhalation, and ingestion;

WHEREAS, the Council finds that unregulated electronic smoking devices, commonly referred to as electronic cigarettes, or "e-cigarettes," closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system. The Food and Drug Administration (FDA) has found that tested samples of the product of such electronic smoking devices contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals, including tobacco-specific nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. The FDA's testing also suggested that "quality control processes used to manufacture these products are inconsistent or non-existent." According to a more recent study, electronic smoking device emissions are made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke. Electronic cigarettes produce an aerosol or vapor of undetermined and potentially harmful substances, which may appear similar to the smoke emitted by traditional tobacco products. Their use in workplaces and public places where smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions;

WHEREAS, the City Council of the City of Mountain Brook, Alabama is concerned about the health hazards induced by breathing second-hand smoke which include lung cancer, heart disease, respiratory infection, and decreased respiratory function, including bronchospasm;

WHEREAS, the City Council of the City of Mountain Brook, Alabama finds and declares that the purposes of this ordinance are (1) to protect the public health and welfare by prohibiting smoking in places of employment and in certain public places and; and (2) to promote the right of non-smokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over

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the desire to smoke.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

1. As used in this ordinance, the following words and phrases shall have the following meanings:
 - (1) BAR: An establishment that is licensed by the City for the serving of alcoholic beverages that are intended for consumption by guests on the premises. In addition to the consumption of those beverages, operations at a Bar may include serving of food to the public. The term "Bar" may include a tavern, nightclub or cocktail lounge.
 - (2) CIGAR BAR: A licensed establishment in which the primary activity is the sale, manufacture or promotion of cigars or cigar accessories, and in which the sale of the other products is merely incidental.
 - (3) ELECTRONIC SMOKING DEVICE: Any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
 - (4) ENCLOSED AREA: All space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
 - (5) GOVERNMENT BUILDING: Any building operated or occupied by state, county or city government, or any agencies thereof, or any other separate corporate instrumentality or unit of state, county or city government.
 - (6) LICENSED BUSINESS: An organization or entity required to obtain a license from the City of Mountain Brook in order to engage in business or conduct business in the City.
 - (7) OUTDOOR PUBLIC PLACE: An outdoor public place is any public or private area that is intended for the public to assemble, congregate and use outside, including, but not limited to, any recreational area, athletic field, space, stadium, amphitheater, arena, bleachers, stage, grandstand, temporary seating area, playground equipment, pavilion, shelter, concession stand, picnic table, bench, sidewalk, path or other structure, improvement or facility in that area.
 - (8) PLACE OF EMPLOYMENT: An area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, interior construction sites, temporary offices, and vehicles. Except as provided in Section 2(5), a "place of employment" includes the area within 20 feet of the exterior of any building, structure or facility comprising that place. A private residence is not a "place of employment" unless it is used in conjunction with a home occupation involving the employment of persons other than those residing in the private residence.
 - (9) PRIVATE CLUB: A premise operated by an organization which is not available to and not customarily used by the general public and entry and privileges thereto are established by regulations of that organization.
 - (10) PUBLIC PLACE: An area to which the public is invited or in which the public is

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permitted, including but not limited to licensed businesses, bars, restaurants, government buildings, recreational areas, athletic facilities, public transportation shelters, and outdoor common areas of multifamily dwellings. Except as provided in Section 2(5), a “public place” includes the area within 20 feet of the exterior of any enclosed public place.

- (11) RECREATIONAL AREA: Any public or private area in the City open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to parks, athletic fields, playgrounds, gardens, golf courses, trails and sidewalks.
- (12) RESIDENTIAL FACILITY. A residential facility includes any house, hotel, motel, nursing home, building or other structure that is used or intended to be used for short or long-term lodging in the City of Mountain Brook.
- (13) RESTAURANT: An eating establishment (including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias) which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term “Restaurant” shall include a bar area within the restaurant.
- (14) RETAIL TOBACCO STORE: A retail store whose primary business is the sale of tobacco products and accessories and in which the sale of other products is merely incidental.
- (15) SMOKING: The inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form; the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form; or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Ordinance.

2. Except as otherwise provided in this subsection, no person shall smoke in any enclosed public place, in any enclosed place of employment, in any enclosed residential facility or in any outdoor public place within the City of Mountain Brook. This prohibition does not apply to any of the following:

- (1) Private Residences, unless used in conjunction with a home occupation involving the employment of persons other than those residing there.
- (2) Cigar Bars or retail tobacco stores.
- (3) Private clubs.
- (4) Smoking outside in the common area of a multifamily residential facility at a point more than 20 feet from any entrance, operable window or ventilation system for that facility.
- (5) Smoking outside in an area that is more than 20 feet from the exterior of an enclosed public place or an enclosed place of employment; provided that if the person in charge of any such place does not control a 20 foot area from the exterior of their premises, smoking will be permitted outdoors in the area that the person actually controls if it occurs more than 5 feet from any entrance, operable window or ventilation system serving those premises.
- (6) Smoking outside in any outdoor public place at a location where a nonsmoker is not within 20 feet. If a person commences smoking in a permitted location in an outdoor public place and a nonsmoker and smoker subsequently are in the same 20 foot area, the smoker shall not violate this ordinance if they walk through or away from that area or otherwise remove themselves from it following the request of the nonsmoker.

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3. The owner, operator, manager, or other person in charge of a public place, a place of employment, or an outdoor public place within the City of Mountain Brook shall clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it, near all entrances.
4. The person in charge of a public place or a place of employment within the City of Mountain Brook shall not knowingly permit, cause, suffer or allow any person to violate the provisions of this ordinance in that place. It shall be an affirmative defense to an alleged violation of this subsection that the person having control of a place has asked that the lighted cigarette, cigar, pipe, other tobacco product or electronic smoking device be extinguished or use of same ceased and has asked the person to leave the establishment if that person has failed or refused to extinguish the lighted cigarette, cigar, pipe or other tobacco products or cease use of an electronic smoking device.
5. A person who violates the provisions of this ordinance by smoking in an area where prohibited by the provisions of this ordinance shall be guilty of an ordinance violation, punishable by a fine of at least twenty-five dollars (\$25.00), but not to exceed one hundred dollars (\$100.00).
6. The owner, operator, manager, or other person in charge of a public place or a place of employment within the City of Mountain Brook who fails to comply with the provisions of this ordinance shall be guilty of an ordinance violation, punishable by:
 - (1) A fine not exceeding one hundred dollars (\$100) for a first violation;
 - (2) fine not exceeding two hundred dollars (\$200) for a second violation within a one (1) year period;
 - (3) A fine not exceeding five hundred dollars (\$500) for third or subsequent violations within a one (1) year period.

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7. Each day on which a violation of this Ordinance occurs shall be a separate and distinct violation.
8. Jurisdiction for violations of this ordinance shall be with the municipal court. A charge of a violation shall be treated in the same manner as a traffic citation. Any law enforcement officer may issue a citation pursuant to this section.
9. **Repealer.** City Ordinance number 1693 is hereby amended by this Ordinance by repealing such ordinance and adopting this Ordinance in its place. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
10. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
11. **Effective Date.** This ordinance shall become effective September 1, 2016.

ADOPTED: This ___ day of _____, 2016.

Council President

ADOPTED: This ___ day of _____, 2016.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on _____, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on _____, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

Sam Gaston

From: Andrew Phillips
Sent: Thursday, August 04, 2016 4:07 PM
To: 'Sam Gaston'
Cc: 'Walter Schoel III'
Subject: Jemison Park Pedestrian Bridge
Attachments: Engineers Estimate 65x6 Connector WX SYP Horiz safety rails 543257 Jemison Park Stream 5-27-16.pdf; Brochure.pdf

Sam:

Good afternoon, I hope you are doing well. We have been working with Contech to determine which bridge system would be most appropriate for this application. The goal for this particular bridge would be to span Shades Creek, minimize bank disturbance and not adversely affect the stream's conveyance. The Continental Pedestrian truss style bridge appears to be the best option. It appears to satisfy all of the project goals listed above.



Contech has provided a preliminary material cost for the bridge of \$36,900. We are now working with a local contractor to verify the installation costs. At this point, they are suggesting an additional \$80,000 for installation (crane, spread footing, anchor, testing, etc). The total cost for material and installation would be in the ballpark of \$116,900. The contractor felt that he could likely reduce his cost after some additional site reconnaissance. He is hoping to have a revised estimate by Monday afternoon.

Thank you,

Andrew Phillips, PE
Project Manager
Schoel Engineering
1001 22nd Street South | Birmingham, Alabama 35205

8/4/2016

Direct: 205.313.1154 | Main: 205.323.6166 | Fax: 205.328.2252
aphillips@schoel.com | www.schoel.com



Civil Engineering | Surveying | Water Resources
Environmental | High Definition Surveying

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5/27/2016

Subject: Jemison Park Stream Crossing, Mountain Brook, AL , (CONTECH Project #543257)

The following is a Continental Pedestrian Bridge System ENGINEER'S COST ESTIMATE for the subject project. This ESTIMATE is intended for preliminary estimating purposes only and should **not** be interpreted as a final QUOTATION. The information presented is based on the most current data made available to CONTECH.

CONTECH will fabricate and deliver the following described Continental Pedestrian Bridge components and appurtenances:

DESCRIPTION OF SUPPLIED MATERIALS:

- 1 - 65 x 6 Continental Connector Bridge
- WX Steel Finish
- Nominal 2: Southern Yellow Pine deck
- Design stresses in accordance with LRFD
- Horizontal Safety Rails at 4" max to height of 54 inches
- IPE (rub rail)rail provided
- Uniform Live Load of 90 psf (LRFD) psf
- Vehicular Live Load of 6000 lbs
- Delivered in 1 sections

ESTIMATE: \$36,900 Delivered (F.O.B.)

Estimated Heaviest Crane Pick: 16,500 lbs

These costs do not include the foundation, or installation costs. As part of the construction process, the contractor is to perform the items listed below in accordance with the installation drawings:

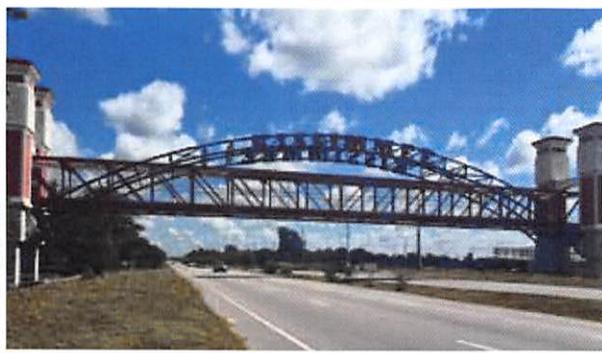
- Excavate and/or construction for the structure & foundations
- Provide and install anchor bolts
- Unload and set structure utilizing crane
- Touch-Up paint work
- Third-party testing

Please contact me should you have any questions or need additional information. Thank you for your interest in the Continental Pedestrian Bridge System.

Respectfully,

Tod Green
(205) 306.3277

PEDESTRIAN & VEHICULAR
STEEL TRUSS BRIDGES
REFERENCE GUIDE



How Can We Help You?

Building Blocks to a Successful Project.

Contech® prefabricated truss bridges are durable and aesthetic solutions. Prefabricated manufacturing means fast installation and substantial cost-savings. Contech truss bridges are typically erected and installed in one to three days, without the need for field welding. Contech truss bridges feature efficient bridge design and construction that is customized and manufactured to your specifications.

SOLUTION DEVELOPMENT	DESIGN SUPPORT	INSTALLATION
<ul style="list-style-type: none"> • Product Design Worksheet • Structure Selection • Siting & Layout • Design Your Own Bridge (DYOB®) • Engineer Estimates • Site Simulation • Proposal Preparation • Design Build Support 	<ul style="list-style-type: none"> • Specifications • Contract Drawings • Permitting Assistance • Structural/Fabrication Drawings • Approval Assistance • Custom Solutions • Horizontal/Vertical Alignment • Foundation Support 	<ul style="list-style-type: none"> • Preconstruction Meeting • On-Site Installation Assistance • Logistics Coordination



Steadfast Capstone®

Scottsdale, AZ



Steadfast Vehicular Steel Truss Bridges

Steadfast Bridges® are known for its safe, durable, affordable and aesthetic solutions. Steadfast truss structures are suitable for residential and commercial developments, Department of Transportation, municipal roads, parks and trails, as well as industrial and mining facilities.

Steadfast Bridges Offers:

- Clear spans to 200 feet
- Bolted or welded construction
- Weather, painted, or galvanized finishes
- 35 year galvanized warranty
- Aesthetic solutions
- Quick and straightforward installation with onsite support
- Improved hydraulics
- A variety of rail, deck, and finish options
- Extensive technical support
- Manufacturing with AISC major bridge certification
- Fracture critical and sophisticated paint coating endorsements



Steadfast Colonial Flat

Lansing, MI

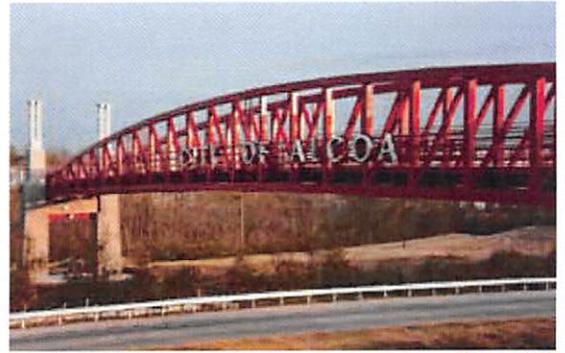


Continental Pedestrian Steel Truss Bridges

Since 1972, Continental® has been North America’s premier brand for pedestrian steel truss bridges. With more than 14,000 installations worldwide, Continental truss bridges are ideal for parks and trails, golf courses, skywalks, environmentally sensitive areas and developments.

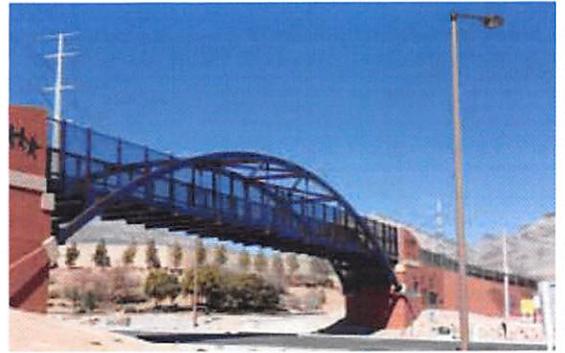
Continental Bridge Offers:

- Clear spans to 250 feet and more. Spans greater than 250 feet with custom design
- Pedestrian crossings over highways, railroad tracks, rivers and wetlands
- Pre-fabrication allows for rapid installation
- Aesthetic solutions
- A variety of rail, deck, and finish options
- Extensive technical support
- Manufacturing with AISC Major/Intermediate bridge certification
- Fracture critical and sophisticated paint coating endorsements



Continental Capstone®

Alcoa, TN



Continental Thrust Arch

Las Vegas, NV

EXPRESS® TRUSS



CONTINENTAL® BRIDGE



EXPRESS Connector®

Albuquerque, NM

Pre-Engineered AASHTO Pedestrian Bridges

The EXPRESS® Truss bridge is a pre-engineered pedestrian steel truss bridge designed for owners, engineers and contractors who know “time is money.” This standardized truss system provides stamped drawings within one week after receipt of order and a bridge ready for shipment in less than eight weeks, significantly reducing construction time. The speed, quality and value of EXPRESS® bridges will ensure you receive the industry’s best customer experience.

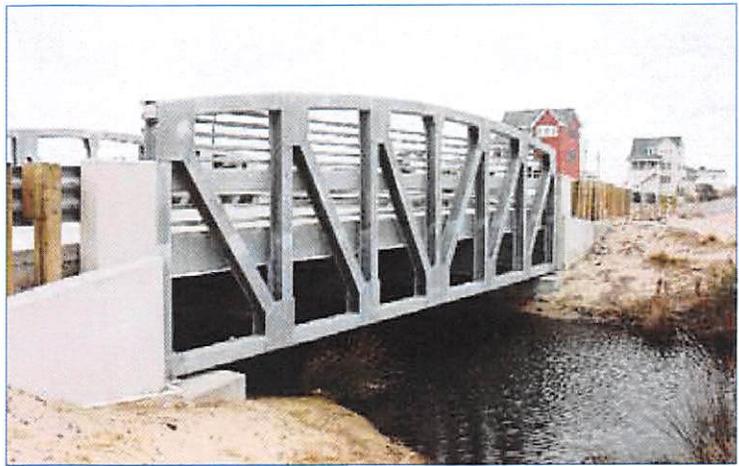
EXPRESS Truss Bridges Offer:

- Stamped drawings within 1 week after receipt of order
- Bridge ready for shipment within 6 - 8 weeks of approved drawings
- Quick and straightforward installation
- Designed in accordance with AASHTO
- IBC design is also available

REBUILDING OUR INFRASTRUCTURE

Municipalities & Counties

Time-sensitive projects and emergency bridge replacements often lead municipalities to a Steadfast vehicular or EXPRESS pedestrian truss structure. The clear span structures can improve hydraulics and minimize road and trail closure time with a quick installation, while fitting within a budget. Structures are typically installed in 1-3 days and require minimal maintenance.



Steadfast Capstone®

Rodanthe, NC



Continental Keystone®

Raleigh, NC



Continental Gateway®

Apopka, FL



Continental Capstone®

Beaver Creek, OH

HELPING TO KEEP AMERICA WORKING

Energy, Mining & Industrial

Continental steel truss structures have been utilized for pipe support, conveyor support and other elevated crossings. Steadfast vehicular structures, which meet AASHTO loading criteria, will accommodate large construction vehicles and equipment for the transport of heavy materials. The strength and durability of these systems allow for a wide range of unique solutions.



Continental Connector®

Morris, IL



Steadfast Link®

Baker, WV



Continental Connector®

Stephens Point, WI



Steadfast Capstone®

Haworth, NJ

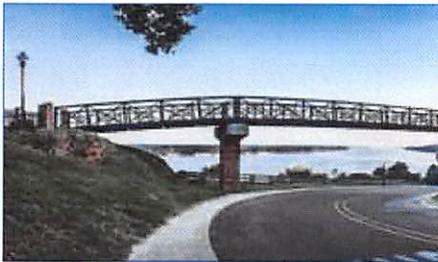


Continental Custom Connector® Flight 93 Memorial – Shanksville, PA

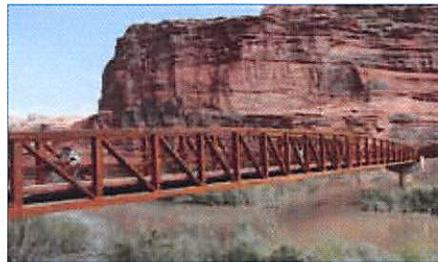
ENJOYING LIFE & LEISURE

Park, Resorts, Trails, Golf Courses & MORE

Resorts, tourist attractions and signature golf courses all over the country have turned to Contech pedestrian and vehicular truss structures with a wide variety of styles, rail, deck and finishing options available. Contech was fortunate to have participated in providing the 800' long multi-span, Connector-style, Continental truss bridge at the site of the Flight 93 National Memorial in Shanksville, PA. The pedestrian bridge allows visitors dry passage over the wetlands area.



Continental Custom Natchez, MS



Continental Connector® Moab, UT



Continental Custom Gateway® Des Moines, IA



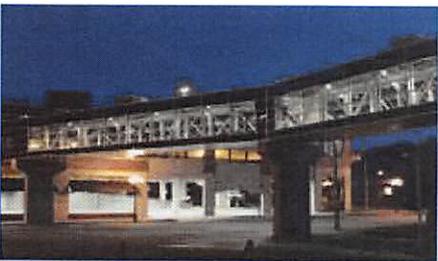
Continental Gateway® Dedham, MA

PROVIDING COMMUNITY SOLUTIONS

Residential & Commercial

Continental pedestrian and Steadfast vehicular truss structures have been selected by developers throughout the U.S. to provide practical, yet aesthetic structures in residential developments, hospitals, schools and communities. These structures are available in an array of style and finish options to provide a signature look as well as guarantee safe, reliable bridges for every day use.

Developers also look to Continental pedestrian and Steadfast vehicular truss solutions for busy commercial sites. Often times, these bridges are main entrances or centerpieces for business parks, shopping centers and local communities.



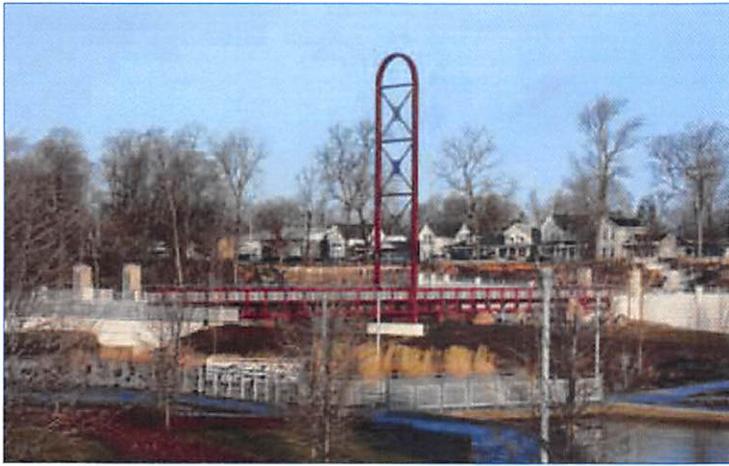
Continental Gateway® Moline, IL



Steadfast Colonial Harrison County, IN



Continental Custom Gateway® Warren, OH



Continental Cable-Stayed

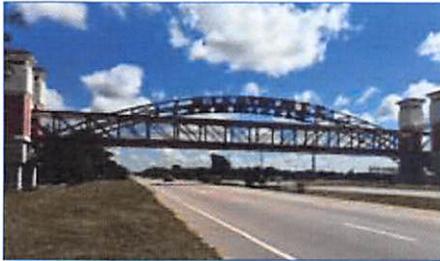
Mishawaka, IN

Custom Designs & Signature Looks

Specialty truss bridges by Contech can be custom designed to specifically fit your project's needs. Our bridges have been successfully designed to replicate a particular bridge style or create a brand new signature look.

These custom options have included:

- Gangways onto floating docks, wildlife crossings, material handling and pipe support systems within buildings
- Bridges enclosed with stone, stucco, wood or other materials
- Multi-color paint systems and decorative lighting
- Cable-stayed bridges and skywalks
- Specialized railing, decking and finish options
- ADA accessible ramps
- Thrust arch, support towers and decorative towers



Continental Gateway®

Kissimmee, FL



Continental Gateway®

Daytona Beach, FL



Continental Connector®

Dulles, VA

Rail Options



Cable



Mesh Panels



Safety Rail/Wood Rub Rail



Vertical Picket/Pipe Handrail

Deck Options



Wood



Steel Grate



Concrete



Asphalt*

Finish Options



Weathering Steel



Painted Steel

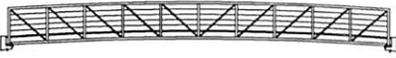


Galvanized Steel



Continental® Pedestrian Truss Styles*

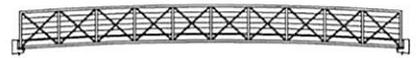
Connector®



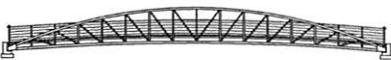
Capstone®



Link®



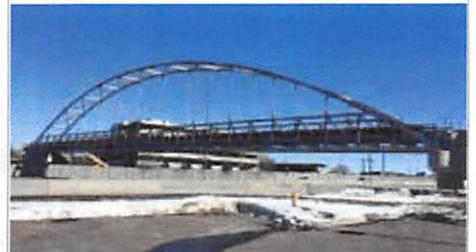
Keystone®



Gateway®



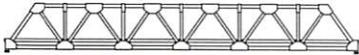
Tied Arch®



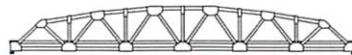
*Custom styling is available to make your project a reality (e.g. skywalks, cable-stayed bridges).

Steadfast Bridges® Vehicular Truss Styles

Colonial Flat



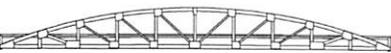
Colonial



Capstone®



Keystone®



Horizon



Archway®



Contech® Engineered Solutions offers a full range of pedestrian and vehicular truss styles for your project's needs. As highly skilled solution providers, we are ready to support you in every phase of your project, from concept to installation.



COMPLETE SITE SOLUTIONS



STORMWATER SOLUTIONS

Helping to satisfy stormwater management requirements on land development projects

- Stormwater Treatment
- Detention/Infiltration
- Rainwater Harvesting
- Biofiltration/Bioretention

PIPE SOLUTIONS

Meeting project needs for durability, hydraulics, corrosion resistance, and stiffness

- Corrugated Metal Pipe (CMP)
- Steel Reinforced Polyethylene (SRPE)
- High Density Polyethylene (HDPE)
- Polyvinyl Chloride (PVC)

STRUCTURES SOLUTIONS

Providing innovative options and support for crossings, culverts, and bridges

- Plate, Precast & Truss bridges
- Hard Armor
- Retaining Walls
- Tunnel Liner Plate

Contech Engineered Solutions is the nation's leading provider of site solutions products and services for the Civil Engineering industry.

With more than 40 manufacturing facilities across the United States and around the world, Contech has the resources to support every site development need.

Visit us at www.ContechES.com or call Toll Free: 800-338-1122

For more information, call one of Contech's Regional Offices located in the following cities:

Corporate - Ohio (Cincinnati)	513-645-7000
California (Roseville)	800-548-4667
Colorado (Denver)	720-587-2700
Florida (Orlando)	321-348-3520
Maine (Scarborough)	207-885-9830
Maryland (Baltimore)	410-740-8490
Oregon (Portland)	503-258-3180
Texas (Dallas)	972-590-2000



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Electrical Contractors, Inc.

July 25, 2016

City of Mountain Brook
Public Works Dept.

Attention: Ronnie Vaughn

Re: LED Monument lighting quote

We are pleased to offer you the following quotation for the installation of color programmable LED light fixtures at the 2 monuments in Crestline Village. The LED fixtures will be color programmable via hand held remote. One remote is included in the price.

911 Memorial \$5,245.00

Furnish and Install:

- (3) LED color programmable fixtures mounted on concrete incased stems with brick paver over-lay to match existing brick. (Brick furnished by Mountain Brook.)
- (1) Low voltage transformer mounted on the building.
- 120 volt circuit in ¾" PVC conduit from the existing lighting junction box to the new transformer.
- Low voltage circuit from the transformer to each light fixture.

Fallen Officer Memorial \$4,105.00

Furnish and Install:

- (2) LED color programmable fixtures mounted on concrete incased stems with brick paver over-lay to match existing brick. (Brick furnished by Mountain Brook)
- (1) Low voltage transformer mounted on the building.
- 120 volt circuit in ¾" PVC conduit from the existing lighting junction box to the new transformer.
- Low voltage circuit from the transformer to each light fixture.

Thank you for this opportunity to serve you.

Sincerely,

Brody Stone

Megan Gore, Esq.

Megan Gore
Attorney at Law
905 Greenbriar Circle
Mountain Brook, Alabama 35203
Phone 205.410.9748

3
meguscette@yahoo.com

July 22, 2016

Mountain Brook City Council
Mountain Brook City Hall
56 Church Street
Mountain Brook, AL
205-802-2400

Re: 502 Euclid Avenue Alley Access; ROW Encroachment Agreement

Dear Mountain Brook City Council Members:

We have lived in Mountain Brook at 502 Euclid Avenue since we were married in 2006. We purchased our home to start our family, and since then, we have been blessed with two children. Our house currently has a concrete parking area in the front that is large enough to park 2 cars.

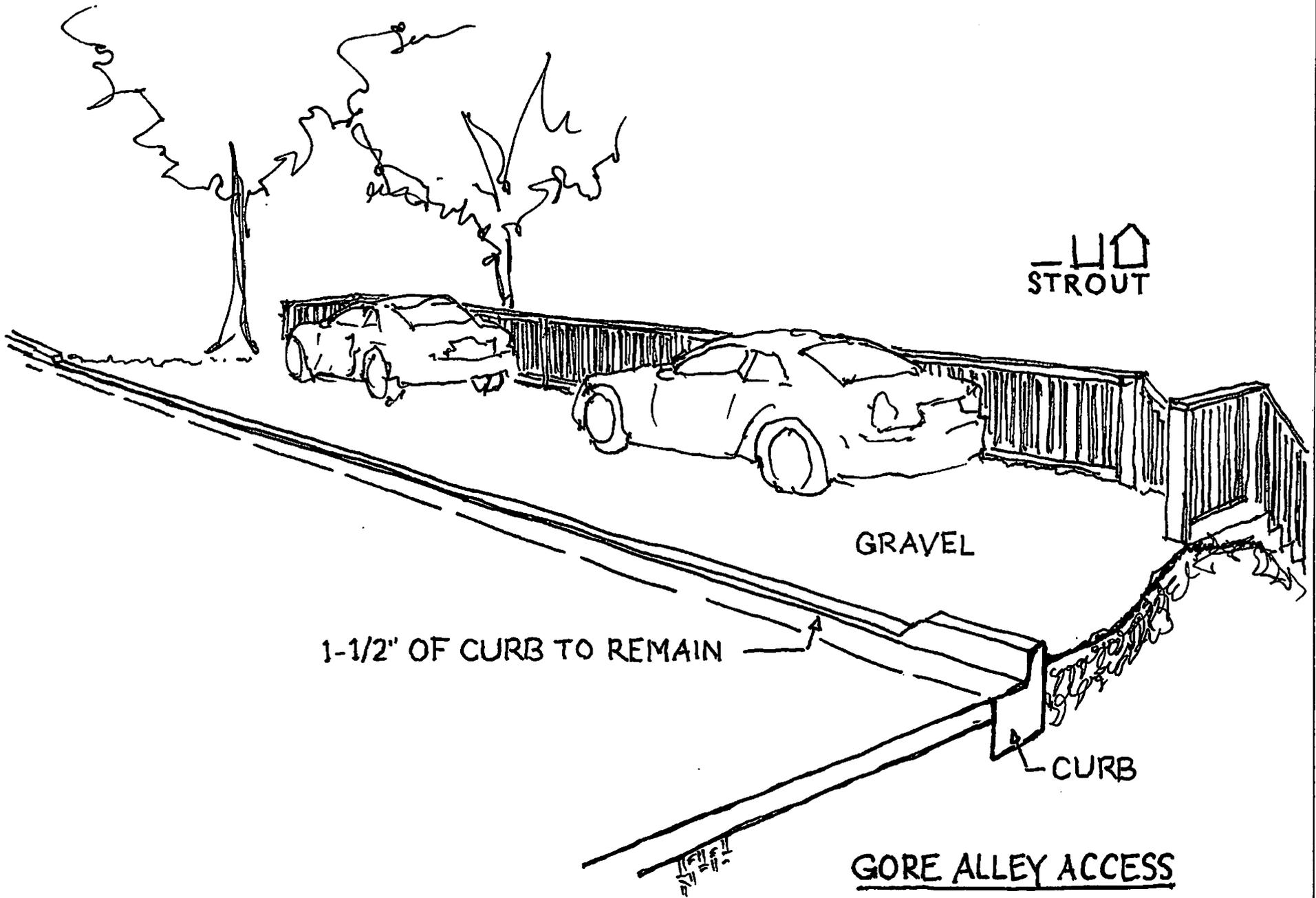
We are seeking to add 2 parking spaces to the rear of our property for convenience, safety, and increased property value. Adding parking to the rear of our property would increase safety on both Euclid and Spring Street, as it would decrease the number of cars parked on the side of both streets, as well as allow drivers to leave the house without backing out into the often heavy traffic on Euclid. Further, this additional parking would increase our property's value because buyers are willing to pay more for the convenience of added parking, especially in Crestline, where parking is at a premium.

Our builder/architect, Ben Strout, has designed a gravel parking area that would attach to the paved portion in the alley way. Attached, please find a sketch of this design. Our architect's plan has addressed the issue of drainage by the use of gravel, which, as a pervious surface allows water to flow through it, and by the use of a 1.5 inch curb, which would also direct the flow of water in the appropriate direction. Additionally, Ben's design makes the parking area beautiful and updated using railroad ties and wooden steps leading to the backyard of our house.

In summary, we are asking for permission to access to our property from the public right of way. Thank you for your time and for your consideration of this matter.

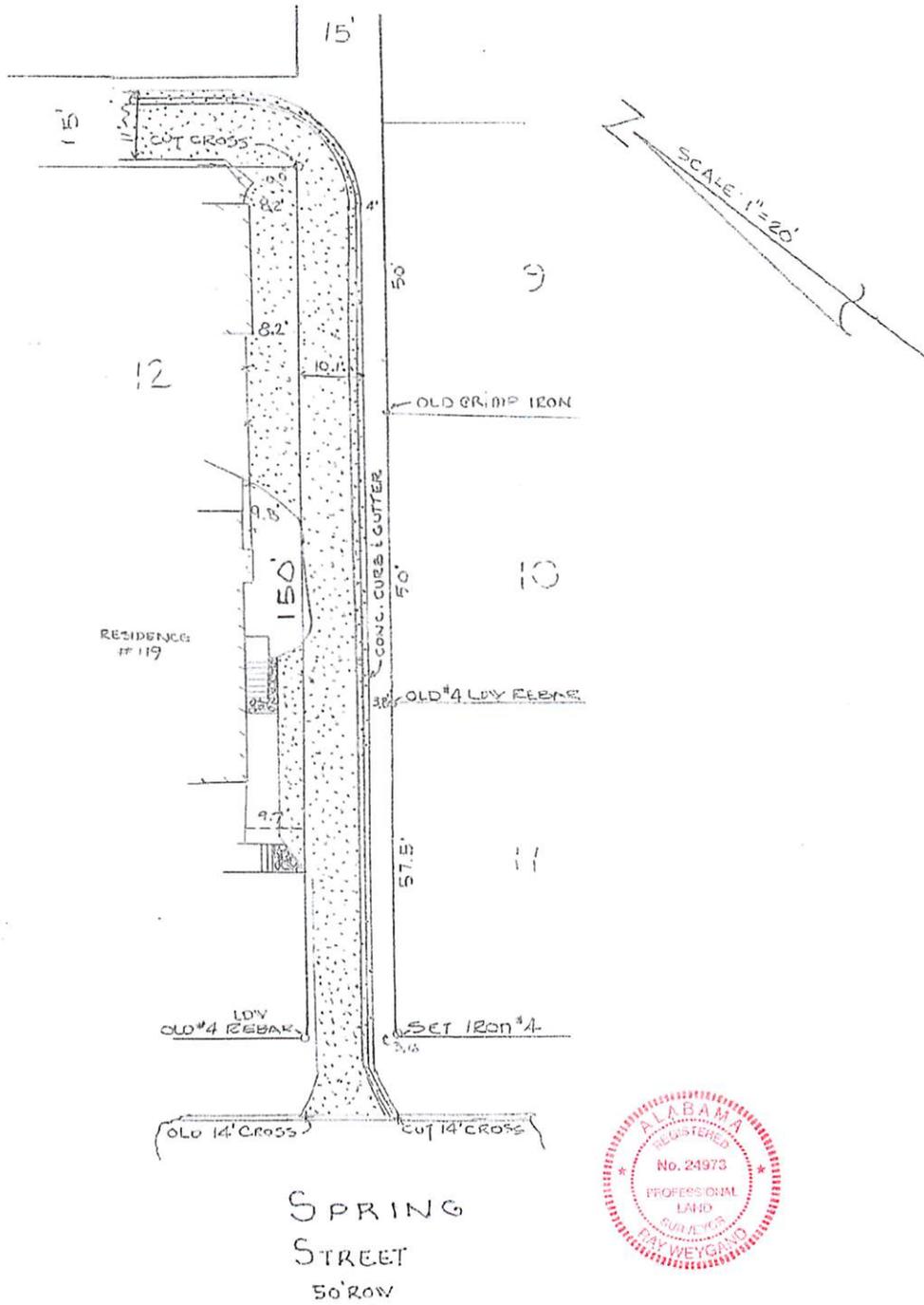
Sincerely,

Megan and Chase Gore



LEGEND

ASP	ASPHALT
BLDG	BUILDING
CALC	CALCULATED
MEAS	MEASURED
CH	CHORD
LNG	LONG CHORD
d	DEFLECTION
Δ	DELTA
FSMT	EASEMENT
HW	HEADWALL
MIN	MINIMUM
M1	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
C	CENTERLINE
A/C	AIR CONDITIONER
3	POLE
X	ANCHOR
X	FENCE
X	OVERHEAD UTILITY
PVMT	PAVEMENT
W/	WITH
TAN	TANGENT
RES	RESIDENCE
GLT	LIGHT
CCV	COVERED
▨	DECK
○	CONCRETE
▨	WALL
□	COLUMN



STATE OF ALABAMA,
JEFFERSON COUNTY)

BOUNDARY SURVEY

* CRESTLINE HEIGHTS

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot ALLEY, BLOCK 6 as recorded in Map Volume 7, Page 150, 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.: _____
Purchaser: _____
Address: 119 SPRING ST.

[Signature]
Ray Weygand, Reg. L.S. #24973
109 Oxmoor Road, Homewood, AL 35229
Phone: (205) 942-0385 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.

THIS INSTRUMENT PREPARED BY:

DRAFT

Meg Gore, Esq.
905 Greenbriar Circle
Mountain Brook, AL 35213
meguscette@yahoo.com

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This **Right of Way Encroachment License Agreement** (the “Agreement”) is entered this **25th** day of **July, 2016**, by and between the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter the “City” or “Licensor”), and **Megan Gusquette Gore and Chase H. Gore** (hereinafter individually or collectively referenced for purposes of this Agreement as the “Licensees”).

WITNESSETH:

WHEREAS, the Licensees represents that they own the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 502 Euclid Avenue, Mountain Brook, AL
Parcel ID #: 2300334007001001
Legal Description: Lot 10, Block 6, according to the Survey of Crestline Heights, as recorded in Map Book 7, Page 16, in the Probate Office of Jefferson County, Alabama.

(the “Property”);

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the “City ROW”);

WHEREAS, the Licensees desire to install and maintain a gravel parking pad on their own property, as well as a gravel extension that will encroach upon the city ROW and that will extend to the already improved portion of the city ROW, at the location depicted on the attached Exhibit “A” (collectively hereinafter the “Improvement”), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the “Encroachment Area”); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensees a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensees a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensees agree and acknowledges that this Agreement grants them only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensees and does not run with the land. Further, the Licensees agree to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensees agree to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensees acknowledge that, in the event that the City, in the exercise of its sole discretion, determines that the Licensees' use of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensees written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensees, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensees in the Encroachment Area. If the City revokes the License, the Licensees waive and release the City from any and all claims for expenses incurred by the Licensees to construct or maintain any Improvement in the Encroachment Area.

5. The Licensees may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such

other department as the City may designate. Further, the Licensees agree that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensees shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensees, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensees, for themselves and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensees" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensees or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensees' use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensees shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensees remove or substantially modify an encroaching Improvement after this Agreement is executed, they shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensees from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street

Mountain Brook, AL 35213

To the Licensee:
Megan and Chase Gore, or current residents
502 Euclid Avenue
Mountain Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensees shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

By: _____
Mayor

LICENSEES

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A – DEPICTION OF ENCROACHMENT AREA

See attached.

Sam Gaston

From: Dana Hazen
Sent: Monday, July 11, 2016 10:30 AM
To: Sam Gaston
Cc: Glen Merchant
Subject: Fwd: permit at 502 Euclid?

Here is an email I sent to Whit last week regarding 502 Euclid (I am forwarding to you so you can take a look at the photo and zoning map to get a better idea of the configuration of the driveway. George Jones Sr. (The original "Snoozy") lives at 119 Spring and he came in to see me last week because folks at 502 Euclid are taking down trees and clearing in the rear, and told him they were going to connect to the private driveway that is located in the unimproved alley along the side of 121 Spring.

Mr. Jones and the owner of 121 Spring got permission from the city to build that private driveway in the unimproved alley and paid for and maintain the improvement for access to the rear of their two properties. There is a curb along the right side of the driveway that would keep anyone from connecting to it without tearing it up.

I talked to Whit and he agreed that the City is not in a position to issue a permit for a parking pad to connect to a private driveway. The alley is not open for public use. Also, the driveway is only about 10 feet wide and does not actually abut the rear of 502 Euclid... So in order to connect to it the owner of 502 Euclid would have to secure an encroachment agreement from the city to "tie into it."

The only way for the owners of 502 Euclid to connect to the driveway would be to enter into an agreement with the owners of the driveway and share in the cost of maintenance, and secure an encroachment agreement from the City.

I told this to Mr. Jones, and I don't think either him or the owner of 121 Spring want to share the driveway with 502 Euclid.

Sent from my iPad

Begin forwarded message:

From: Dana Hazen <hazend@mtnbrook.org>
To: Whit Colvin <wcolvin@bishopcolvin.com>
Subject: Fwd: permit at 502 Euclid?

Hi Whit,

I am curious as to whether the owner of 502 Euclid has a right to connect to a private driveway (paid for and installed by another property owner) within the unimproved right-of-way (alley)?

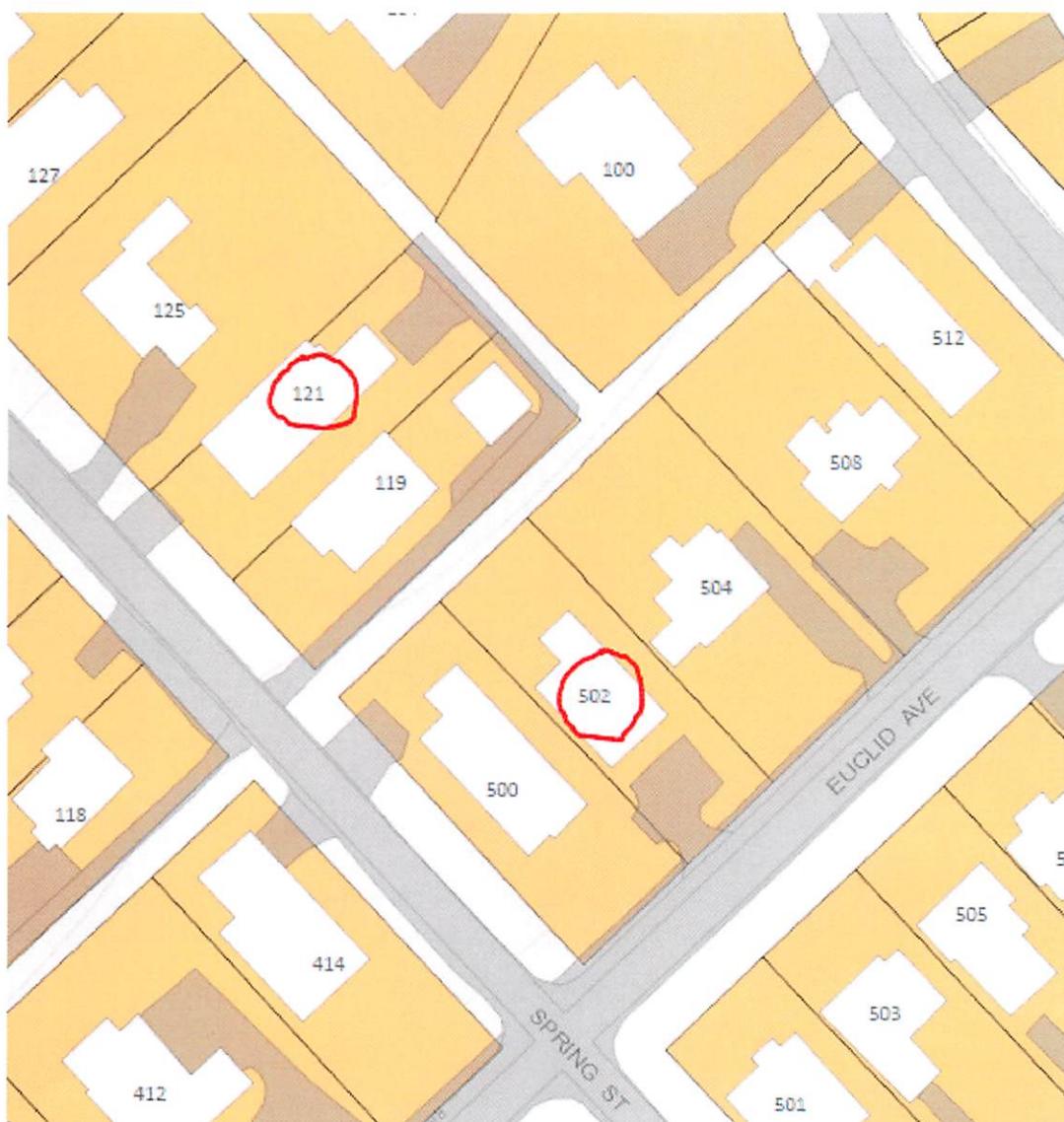
It was constructed with a curb all along its right edge...



----- Forwarded message -----

From: **Dana Hazen** <hazend@mtnbrook.org>
Date: Fri, Jul 8, 2016 at 1:21 PM
Subject: Re: permit at 502 Euclid?
To: Glen Merchant <merchantg@mtnbrook.org>

Here is a map of the properties in question, thanks.



On Fri, Jul 8, 2016 at 1:20 PM, Dana Hazen <hazend@mtnbrook.org> wrote:

Glen,

I had a gentleman in my office earlier today asking if a permit is needed, and if so has one been granted, for the installation of a parking pad at the rear of the property at 502 Euclid.

The person asking about it lives at 121 Spring, and he and his neighbor at 119 Spring were granted permission by the City several years ago to build a private driveway in the unimproved alley along side of 119 Spring, to access the rear of their two properties.

Now the owner of 502 Euclid is clearing trees in the rear and telling this gentleman that they are going to connect to his driveway.

Anyway, is a permit needed to install the parking pad on private property? If so, has one been issued? Thanks.

--

Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

[205/802-3821](tel:2058023821) phone
[205/879-6913](tel:2058796913) fax
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

--

Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

[205/802-3821](tel:2058023821) phone
[205/879-6913](tel:2058796913) fax
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

--

Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

205/802-3821 phone
205/879-6913 fax
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

JOB LOCATION

Address: 502 Euclid Ave
 Legal Description: Lot: _____ Block _____ Survey _____

IDENTIFICATION

Name of Owner: <u>Clase Gore</u> Address <u>905 Greenbriar Circle</u> City <u>Mt. Brook</u> State <u>AL</u> Phone _____	Name of Contractor <u>Strout Construction</u> Address <u>1730 4th Ave Sewela</u> City <u>Trondale</u> State <u>AL</u> Phone <u>(205) 569-8774</u> Mtn Brook Lic # _____ State Lic# <u>24921</u>
--	---

Plans Drawn By: <input type="checkbox"/> Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Designer Name: _____ Address: _____ Phone: _____ State Registration # _____	Is Architect or Engineering supervision included? <input type="checkbox"/> Yes <input type="checkbox"/> Architect <input type="checkbox"/> No <input type="checkbox"/> Engineer If yes, by whom? _____ Phone: _____ State Registration# _____
---	---

Type Improvement Permit is for: <input type="checkbox"/> New Construction <input type="checkbox"/> Addition <input type="checkbox"/> Alterations <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Other <u>Brugh clearing staircase in yard (wood)</u>	Type Construction <input type="checkbox"/> Fireproof <input type="checkbox"/> Fire Resistive <input type="checkbox"/> Heavy Timber <input type="checkbox"/> Non-Combustible <input type="checkbox"/> Ordinary <input type="checkbox"/> Other _____	Occupancy (Use) NONRESIDENTIAL <input type="checkbox"/> Amusement, Recreational <input type="checkbox"/> Church/Religious <input type="checkbox"/> Business <input type="checkbox"/> Service Station/Repair Garage <input type="checkbox"/> Hospital/Institutional <input type="checkbox"/> Office/Professional <input type="checkbox"/> School/Library/Educational <input type="checkbox"/> Other _____	RESIDENTIAL <input type="checkbox"/> Single Family <input type="checkbox"/> Duplex <input type="checkbox"/> Apartment - # of Units _____
--	--	--	--

SELECTED CHARACTERISTICS OF BUILDING

Type of heat: <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal <input type="checkbox"/> Other Type of sewage disposal: <input type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Septic Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Individual (well, etc) Will there be central air? <input type="checkbox"/> Yes <input type="checkbox"/> No Will there be an elevator? <input type="checkbox"/> Yes <input type="checkbox"/> No Will there be off street parking? # of spaces? _____	Dimensions Number of stories _____ Total sq ft living area _____ Total sq ft of non-living area _____
---	--

Residential Buildings Only: Number of Bedrooms _____ Number of Bathrooms _____ Total Number of Rooms _____	Plot and Zoning Information: Plot area (in sq feet) _____ Plot width: Front _____ Rear _____ Length of sides 1 _____ 2 _____
---	---

SUBCONTRACTORS: Please list ALL subcontractors to be used on job on the BACK of this form. List names, address, and phone number of subs	By signing below I understand that it is the contractor's responsibility to call the City and schedule all inspections. Failure to do so may result in future permit applications being denied.
--	--

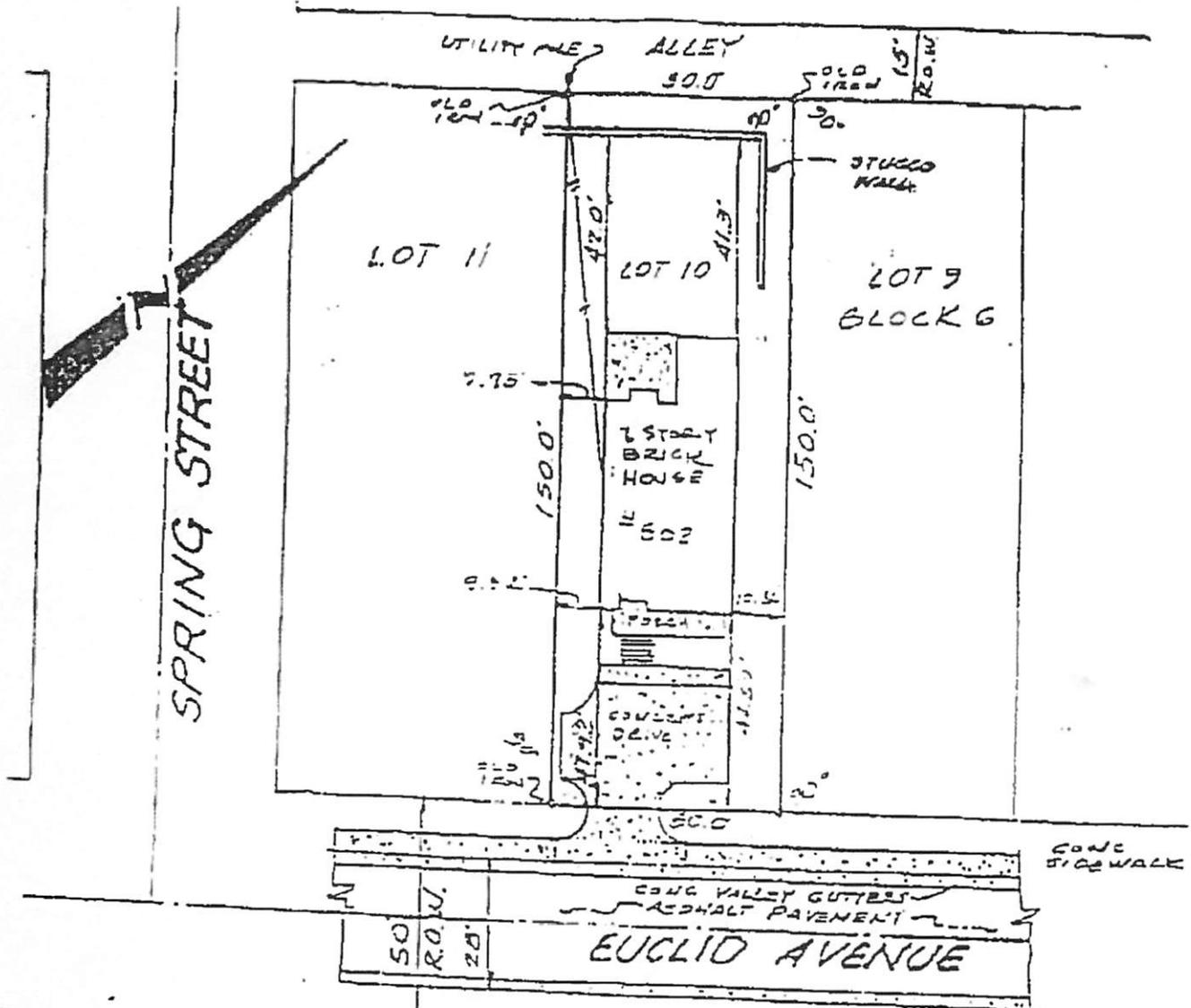
CERTIFICATION

I hereby certify that I have read this application and that all information contained herein is true and correct, that I agree to comply with all city ordinances and state laws regulating building construction, that I am the owner or the authorized agent for the work herein described and that the total contract or valuations is:

\$ 5,000 Name of Company: Strout Construction
 Date: July 7, 2016 Signature [Signature]
 Printed Name: Benjamin O. Strout

For office use only

Approved by: [Signature] Job Cost: \$ 5,000.00 Fire Marshal: _____
 Permit Fee: 100.00 Date Issued: 7/7/2016 Permit # B-045583



SPRING STREET

LOT 11

LOT 10

LOT 9
BLOCK 6

2 STORY
BRICK
HOUSE
502

EUCLID AVENUE

STATE OF ALABAMA
SHERIFF'S OFFICE

SCALE: 1" = 30'

ADDRESS: 502 EUCLID AVENUE

I, Jerry A. Gay, a Registered Professional Land Surveyor do hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the statute controlling standards for the practice of Land Surveying in the State of Alabama and that this is a true and correct survey of Lot: 10 Block 6

CROSSLINE HEIGHTS
 In the office of the Judge of Probate Jefferson County, Alabama Division, page 16
 The buildings on said premises are within the lines of same and there are no visible encroachments of buildings, rights-of-way easements or joint driveways over or across said land except as shown; there are no visible encroachments by electric or telephone wires (including wires which serve the premises only) or sewers or drains thereon, including poles, anchors and guy wires, on or over said premises except as shown.

2010-29-96

Jerry A. Gay

Jerry A. Gay, Reg. No. 1011151
CITY OF MOBILE, AL



Subs to 1011 Map 62 W. 10. 27162 2006 12 26

Property shown hereon 2006 Map 62 lies within the special flood hazard zone as indicated on the Federal Insurance Administration Flood Insurance Map 00018-7-JAN-06 MOUNTAIN BROOK, Alabama.

007-25-96 THE 1 06 20

(ZONE "C")
2006 12 26

As-Built Survey



Lot has alley access at back of property! Purchaser would need to independently verify possibility of constructing a parking pad.



Sam Gaston

From: Whit Colvin
Sent: Thursday, July 14, 2016 3:08 PM
To: Sam Gaston; Dana Hazen; Glen Merchant
Cc: wcolvin@bishopcolvin.com
Subject: Re: 502 Euclid

That is helpful. All of that predates our work for the City so we would not have anything. But the variance angle makes sense - that may be why we have not been able to find anything. Plus, if the driveway was already there, it could have been there for a long long time...

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
Phone: (205) 251-2881
Direct Line: (205) 224-4195
Mobile: (205) 222-6225
wcolvin@bishopcolvin.com
www.bishopcolvin.com

On 7/14/2016 3:06 PM, Sam Gaston wrote:

Had a call from David Kimberlin who lives at 119 Spring. He has lived in this house since 2000 and bought it from Claudia McDonald. He thinks his house and 121 Spring (Snoozy Jones) were build in 1993. There was one house on two lots in this location at one time. According to him, Ms McDonald told him that Kelly Watson was the builder of the two homes and a variance was obtained to allow the drive to turn the corner into the rear of the homes (BZA or PC?). He was told there was an existing driveway in the unopened alley for the former home on these two lots.

He is opposed to allowing the Gore's to access the driveway as well as Snoozy Jones.

Maybe this will give you more info on the search.

Glen-did you talk with Jerry Weems to see if he remembered this situation?

Sam S. Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213A

Sam Gaston

From: Glen Merchant
Sent: Thursday, July 14, 2016 11:50 AM
To: Sam Gaston; Dana Hazen; Whit Colvin; Janet Forbes
Subject: Private driveway
Attachments: IMG_20160714_111543721_HDR.jpg; IMG_20160714_111239027.jpg;
IMG_20160714_111337343.jpg; IMG_20160714_111501283_HDR.jpg

The observation is based on the survey marks noted by Weygand Surveying.

The driveway is approximately 5-6' off of the south property line of the ROW leaving no driving surface area between the driveway and Euclid Ave property. It appears that the curb acts to divert the water off the driveway to Spring St correctly.

Glen Merchant
Building Official
City of Mountain Brook
Office: 205-802-3812
merchantg@mtnbrook.org







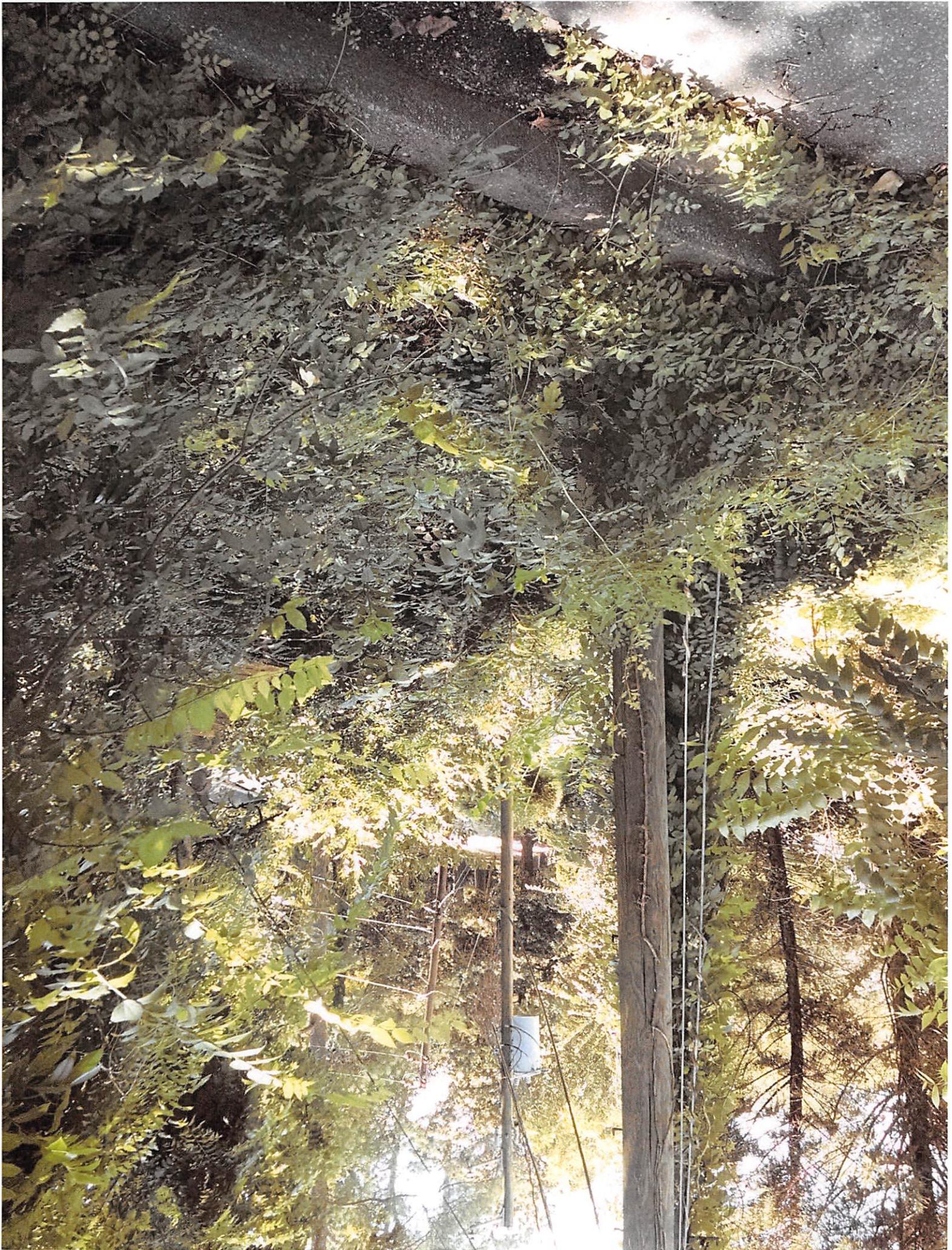


Sam Gaston

From: Glen Merchant
Sent: Thursday, July 14, 2016 11:52 AM
To: Sam Gaston; Dana Hazen; Whit Colvin; Janet Forbes
Subject: Private driveway .2
Attachments: IMG_20160714_111637576.jpg; IMG_20160714_112310647.jpg;
IMG_20160714_111600371_HDR.jpg

The first two pictures are at the end of the driveway where it turns behind 121 to 119 Spring St. If an Alley was constructed the 4 poles, sewer manhole, retaining wall and storage building may need moving or alteration. Also due to the elevation being 4-5' higher than the Euclid Ave side storm a water management system could be a factor.

Glen Merchant
Building Official
City of Mountain Brook
Office: 205-802-3812
merchantg@mtnbrook.org





Sam Gaston

From: David Kimberlin, M.D.
Sent: Tuesday, July 19, 2016 11:37 PM
To: Sam Gaston
Cc: Kim Kimberlin, R.N
Subject: Photographs of impact on Kimberlin property of proposed parking pad
Attachments: Sewer line map.png; Looking toward distal end of driveway (dead end).JPG; Beside our property line looking toward proposed parking pad.JPG; Inside Kimberlin house on looking toward proposed parking pad.JPG; Second angle from inside Kimberlin house looking at proposed parking pad.JPG; Kimberlin property with garage and basketball goal.JPG; Driveway dead ends into Jones property.JPG; UAB Dropbox Service.pdf

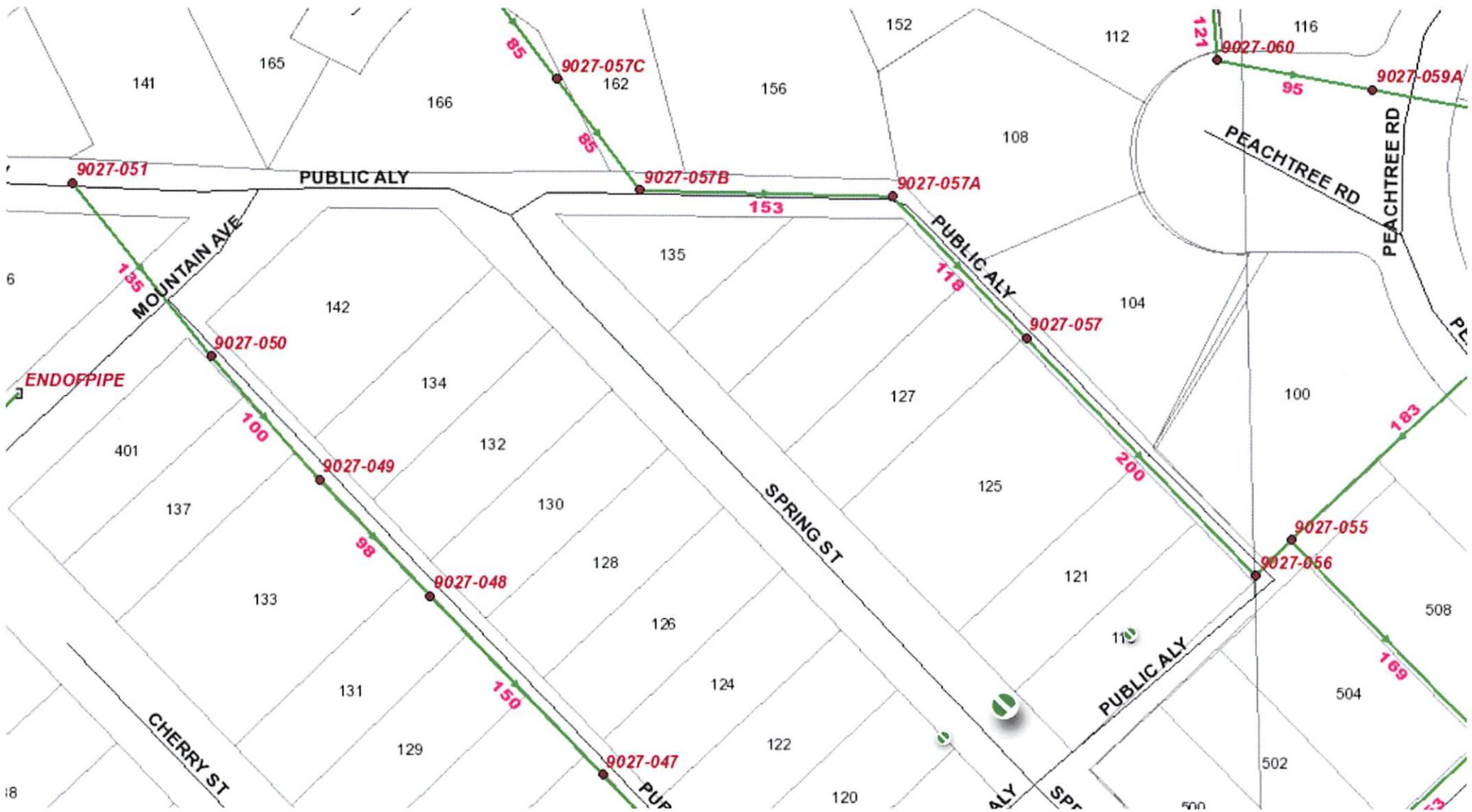
Dear Sam,

Please find attached seven photographs that illustrate the detrimental impact of the Gores' proposed parking pad on the safety and aesthetics of our property. I also have sent these through the UAB Drop Box, with a PDF of the drop off notification also attached. We believe that these photographs clearly illustrate that there simply is not room for cars that would park on the proposed parking pad to safely drive to and leave it. For example, the opening to our garage is 8 feet or so from our downhill property line, and it still takes Kim and me 4 or 5 cuts of the wheel to get our cars out of the garage and positioned to drive down the driveway. I estimate that it would take 6-10 cuts of the wheel for a car parked parallel on the proposed parking pad to turn around and exit the driveway, and they cannot pull forward and exit from the other end because it is a closed dead end at the Jones' property. Children play at our basketball goal and ride bicycles up and down the drive, and having the additional traffic in this dead end design is dangerous. We also are very concerned about the storm water runoff that the parking pad would produce, about the impact on the sewer line easement, and about the detrimental impact that it would have on the aesthetic appeal of how this very attractive driveway looks from the street and from our house. We look forward to expressing our concerns in person to the City Council on July 25. We also thank you very much for the thorough and professional way that you and all other city personnel have approached this matter.

Please let me know if I can provide any additional information that could be of benefit to the Council prior to the meeting.

David

Kim and David Kimberlin
119 Spring Street
Home: 879-6937
Cell: 910-1096
e-mail: dkimberlin@peds.uab.edu













Sam Gaston

From: Marion Kling
Sent: Tuesday, July 19, 2016 11:47 AM
To: Sam Gaston
Subject: 119 Driveway

To whom it may concern

My thoughts & feelings on widening? The existing driveway and adding alley to it for additional parking ? I believe that is the issue on hand.

As I am across the street (118 Spring St) I am concerned about more traffic using the alley ways.

One of the reason I originally bought this house was for the alley for the children to play & walk to school. Many of them still do and there are a few young children still living on my alleyway . So I would be opposed to additional cars coming & going. Then I am concerned about the aesthetics of how driveway and then alley being added would look.

It is our view across the street and currently it's a nice landscaped one with the driveway in good pleasing repair. Much better than my asphalt alley .

If they were to come in and widen and not use same materials or match the existing drive I believe it would devalue the Kimberlins and surely not help my property value or the safety of the children that play and walk the alleyways. Surely don't want it to look like an asphalt jungle over there.

I don't know if this is relevant or not but since I have lived here 34 years and knew the owners The Hunts before the property was divided that was a driveway there for their home .

Any questions please feel free to contact me

Regards

Marion Kling
205-999-3667
118 Spring St

Sent from my iPhone