

RESOLUTION NO. 16-04

A RESOLUTION TO AMEND THE SUBDIVISION REGULATIONS OF THE CITY OF PHENIX CITY, ALABAMA

WHEREAS, the Subdivision Regulations of the City of Phenix City, Alabama were adopted on August 12, 2002, and amended on December 12, 2006, October 13, 2009, December 22, 2009, June 22, 2010, and February 23, 2016 and April 12, 2016; and

WHEREAS, the Planning Commission of the City of Phenix City, Alabama desire to amend the Subdivision Regulations as shown on Exhibit A attached hereto.

- Article III, Section 6. Final Plat and As-Built Survey
 - Removal of Accompanying items – Item i

- Appendix of Certificates
 - Certificate of Engineering Accuracy – removal of last paragraph
 - Removal of the Indemnification and Hold Harmless Agreement

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Phenix City, Alabama, does hereby amend the Subdivision Regulations of the City of Phenix City as shown on Exhibit A attached hereto.

PASSED, ADOPTED, AND APPROVED this 13th day of June, 2017.



CHAIRMAN – PAT HOWARD

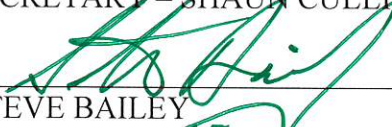


VICE CHAIRMAN – JIMMY DAVIS



PARLIAMENTARIAN – ANNIE LINDSEY

SECRETARY – SHAUN CULLIGAN



STEVE BAILEY



MARIE GILL



DON IVY

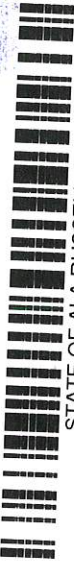
BILLY SIMS

ATTEST:



Raleigh Wells
City Employee

MISC 00028 PAGE 0002



STATE OF ALA. RUSSELL CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
MISC 00028 PG 0002-0007 2017 Jul 07 09:19AM
Alford M. Harden Jr.
JUDGE OF PROBATE

\$5.00
\$18.00
\$0.00
\$23.00
Clerk: DIANE 09:19AM

INDEX
REC FEE
CERT
CHECK TOTAL
84041

Rec 18.00
Ind 5.00
23.00

TONY TAYLOR

MEMBERS OF THE PHENIX CITY
PLANNING COMMISSION



easements, the City retains the right to bill the maintenance costs to the Subdivision's Home Owners Association and perpetual maintenance fund. In the absence of a Home Owners Association, each property owner within the subdivision shall be assessed the cost of maintenance by the City of Phenix City.

- e. Receipt of a certificate from a Land Surveyor registered in the State of Alabama that permanent monuments of suitable size and material have been placed for each lot corner in the subdivision, and that a satisfactory survey defines such permanent monuments in relation to located section corners or fractional corners of the Survey of Public Lands.
- f. A breakdown of final quantities, including costs, prepared by a licensed engineer of the following items: water lines, sewer lines, storm drain pipe, curb and gutter, sidewalks, and pavement (linear feet).
- g. Certification by the Design Engineer ensuring subdivision has accurately been designed and constructed in accordance with the requirements set forth in the Phenix City Subdivision Regulations and with the approved construction plans for the subdivision.
- h. Certification by the Design Engineer ensuring stormwater drainage system of the subdivision has accurately been designed and constructed in accordance with the requirements set forth in the Phenix City Subdivision Regulations.

~~i.—Indemnification Agreement between the City of Phenix City and the Surveyor and Engineer of the Subdivision as provided within the Appendix of these Regulations.~~

Section 7. Action on Final Plat

Approval of the Final Plat and As-builts shall be given upon (1) fulfillment of all conditions attached to, and in conformance with, the Preliminary Plat; and (2) certification of the proper installation of the improvements and compliance with Articles IV and V of these Regulations. The Planning Commission shall notify the Subdivider of the approval or disapproval of the Final Plat and As-builts. In the case of disapproval, the reasons for disapproval shall be in writing.

Failure of the Planning Commission to take action on the Final Plat within thirty (30) days after it has been submitted shall be deemed to be approval of such Final Plat. Approval of the Final Plat by the Planning Commission shall not be deemed to constitute or affect an acceptance by the public of the dedication of any street or other proposed public ways or lands shown on the Final Plat and located within the corporate limits of the City of Phenix City. In such cases, acceptance of dedicated lands by the City Council must occur prior to recording the Final Plat.

Section 8. Recording of Final Plat

Approval of the Final Plat by the Planning Commission shall be null and void if such Final Plat is not recorded in the office of the Judge of Probate of Russell County or Lee County, as appropriate, within sixty (60) days after the date of approval, unless an application for an extension of time is made in writing and is granted by the Planning Commission during this sixty (60) day period.

Section 9. Copies of Recorded Plat

The applicant shall file with the Planning Commission Recording Secretary one (1) original and three (3) copies of the Final Plat as recorded in the Office of the Judge of Probate of Russell or Lee Counties as appropriate. One of these copies shall be used by the 911 Locator to assign street numbers to each lot and shall then be returned to the Planning Commission Recording Secretary.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR RESIDENTIAL SUBDIVISIONS

SURVEYOR AND ENGINEER (LIST INDIVIDUAL, FIRM NAMES AND ADDRESSES)

INSERT NAME OF SUBDIVISION

Agreement made this _____ day of _____, 20____, between _____ (herein referred to as "Indemnitor") and the City of Phenix City, Alabama (hereinafter referred to as "City" or "Indemnitee").

— In consideration of the City accepting the certifications and representations of the abovesaid Indemnitor for the approval of subdivisions by the City and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

— Indemnitor undertakes to indemnify and hold harmless the City as Indemnitee from any and all claims demands, liabilities, losses, damages, judgments, costs and expenses, including, without limitation attorney's fees, or any and all personal injury (including death) and any property damage of any kind or nature whatsoever the City or any third party may suffer as the result of negligence or actual knowledge of a defect or deficiency known to Indemnitor and undisclosed to Indemnitee, which negligence and/or defect or deficiency is determined to be the fault of Indemnitor. This agreement only applies to the construction and development of residential subdivisions and specifically does not apply to commercial or retail development. Further, this agreement does not alter the City's previous practice of assuming the maintenance of infrastructure such as, streets, storm drainage system, the water system and sanitary sewer system contained in said residential subdivisions once said subdivisions are accepted by the City.

— Indemnity under this agreement shall commence upon substantial completion of the construction of the improvement on or to the subdivision named hereinabove, and shall continue in full force and effect for a period of seven (7) years thereafter (see Section 6-5-221, Code of Alabama, 1975, as amended).

— Indemnitee, the City, shall notify Indemnitor, in writing, within 90 days by certified or registered mail, or other confirmed form of delivery, at Indemnitor's address of any claim made against the City as Indemnitee upon the obligations indemnified against.

— In witness whereof, the parties have executed this agreement on the day and year first above written.

INDEMNITOR(s)
Surveyor

INDEMNITEE
Authorized Representative of
City of Phenix City, Alabama

INDEMNITOR(s)
Engineer

ACKNOWLEDGMENT

State of _____
County of _____

I, _____, a Notary Public for said state and county, hereby certify that _____ as Indemnitee, whose name is signed above, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, has executed the same voluntarily on the day the same bears date. Given under my hand this the _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

ACKNOWLEDGMENT

State of _____
County of _____

I, _____, a Notary Public for said state and county, hereby certify that _____ as Indemnitor, whose name is signed above, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, has executed the same voluntarily on the day the same bears date. Given under my hand this the _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

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