

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

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

JULY 25, 2016, 5:45 PM

1. Smoke Free Ordinance revisions-Whit Colvin
2. Cell Phone Free Zones Ordinance- Dale Wisely (This item maybe added to the formal agenda.)
3. Alley access for 502-Euclid Avenue-Chase and Meg Gore (See attached information. This item may be added to the formal agenda.)
4. Amendments to Memory Triangle and street light banner policy-Dana Hazen and Hunter Simmons.

ORDINANCE NO. 1956

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 has found that numerous studies show that 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 finds 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 public places and places of employment; and (2) to guarantee 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 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) **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.
- (2) **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.
- (3) **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.
- (4) **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.
- (5) **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.
- (6) **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, construction sites, temporary offices, and vehicles. 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.
- (7) **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.
- (8) **PRIVATE FUNCTION:** The rental of a ballroom, restaurant, private club, or other facility for the sole purpose of entertaining, private parties, events or other social functions.
- (9) **PUBLIC PLACE:** An area to which the public is invited or in which the public is permitted, including but not limited to licensed businesses, government buildings, recreational areas, athletic facilities, public transportation shelters, and outdoor common areas of multifamily dwellings.
- (10) **RECREATIONAL AREA:** Any public or private area 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.
- (11) **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.

- (12) **SMOKING:** The inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, 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 area within a 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,
 - (2) Cigar Bars or retail tobacco stores.
 - (3) Private clubs.
 - (4) Part of the outdoor common area of multifamily residential facilities that is designated for smoking, provided, however, that any such area may not exceed 25% of the total outdoor common area of the facility and such area may not be located closer than 20 feet from any entrance, operable window or ventilation system of the facility.
 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, a place of employment, or an outdoor public place 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, a place of employment, or an outdoor public place 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 a third or subsequent violations

within a one (1) year period.

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 July ___, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on July 25, 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

2

Handheld Device Usage Statistics

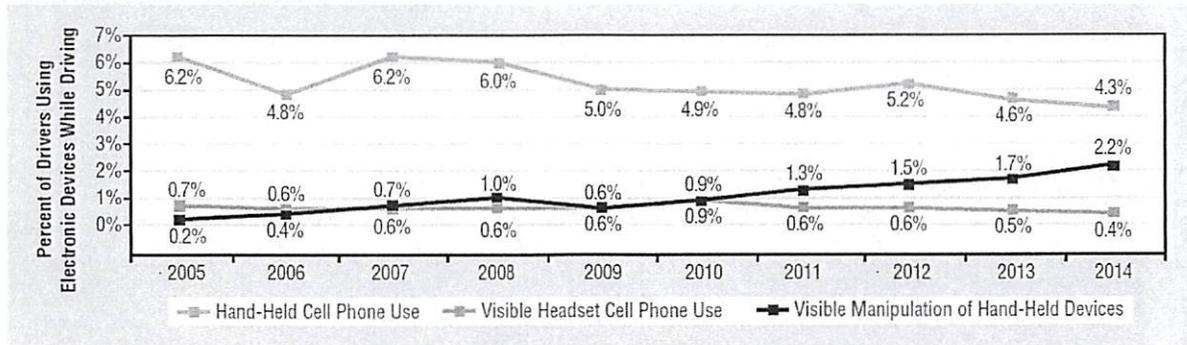
School	Period	Minutes Observed	Using Device	Usage Per minute	Estimated Sample	Device Use Rate	Conflicts	Distracted
Mountain Brook High School	Morning	35	16	0.46	800	2.0%	0	5 (0.6%)
	Afternoon	53	33	0.62	600	5.5%	0	2 (0.3%)
Mountain Brook Junior High School	Morning	44	18	0.41	815	2.2%	0	3 (0.4%)
	Afternoon	49	18	0.37	630	2.9%	1	3 (0.5%)
Brookwood Forest Elementary School	Morning	30	9	0.30	450	2.0%	0	3 (0.7%)
	Afternoon	53	21	0.40	275	7.6%	1	1 (0.4%)
Cherokee Bend Elementary School	Morning	32	4	0.13	120	3.3%	0	1 (0.8%)
	Afternoon	50	12	0.24	120	10.0%	0	3 (2.5%)
Crestline Elementary School	Morning	35	19	0.54	900	2.1%	1	3 (0.3%)
	Afternoon	30	50	1.67	675	7.4%	1	12 (1.8%)
Mountain Brook Elementary School	Morning	28	9	0.32	120	7.5%	0	5 (1.8%)
	Afternoon	54	4	0.07	120	3.3%	0	0 (0.0%)

“Conflicts” were noted whenever a driver using a handheld device either took an action which may have resulted in a crash or caused other drivers to take action which may have resulted in a crash

“Distracted” was noted when the driver was visibly texting or looking down at a handheld device

The chart below shows the national trend on handheld device usage from 2005 to 2014. The cells above with RED entries denotes where the observation was above national average.

Figure 1
Driver Use of Electronic Devices, 2005–2014



Source: NHTSA “Traffic Safety Facts Research Note”, September 2014

PROPOSED SCHOOL ZONE MOUNTAIN BROOK HIGH SCHOOL

7:30-8:00 AM
2:30-3:30 PM



PROPOSED SCHOOL ZONE MOUNTAIN BROOK JUNIOR HIGH SCHOOL

7:30-8:00 AM
2:30-3:30 PM



PROPOSED SCHOOL ZONE BROOKWOOD FOREST ELEM. SCHOOL

7:30-8:00 AM
2:30-3:30 PM



PROPOSED SCHOOL ZONE CHEROKEE BEND ELEMENTARY SCHOOL

7:30-8:00 AM
2:30-3:30 PM



PROPOSED SCHOOL ZONE CRESTLINE ELEMENTARY SCHOOL

7:30-8:00 AM
2:30-3:30 PM



PROPOSED SCHOOL ZONE MOUNTAIN BROOK ELEM. SCHOOL

7:30-8:00 AM
2:30-3:30 PM



PROPOSED SCHOOL ZONE HIGHLANDS SCHOOL

7:30-8:00 AM
2:30-3:30 PM



SIGN ASSEMBLIES FOR THE BEGINNING OF SCHOOL ZONES

WITH NO SPEED LIMIT CHANGE



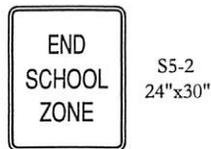
WITH SPEED LIMIT CHANGE/
NO ACTIVE DEVICES



WITH SPEED LIMIT CHANGE
AND ACTIVE DEVICES



SIGN ASSEMBLY FOR THE END OF SCHOOL ZONES



AN ORDINANCE TO PROHIBIT THE USE OF WIRELESS TELECOMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE IN SCHOOL ZONES BETWEEN THE HOURS OF 7:30 A.M. AND 8:00 A.M. AND BETWEEN THE HOURS OF 2:30 P.M. AND 3:30 P.M.

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

1. **Provisions.** It shall be unlawful for the driver of a motor vehicle in a School Zone to operate a wireless telecommunication device between the hours of 7:30 A.M. and 8:00 A.M. and between the hours of 2:30 P.M. and 3:30 P.M. Operating a wireless telecommunication device shall include engaging in a call; writing, sending, or reading text-based communications; accessing, reading, or posting to a social network site or accessing or adding any information to the wireless telecommunication device. The provisions of this Section shall only apply within a school zone upon a public road or highway during posted hours when signs are located in a visible manner in each direction that indicate the use of a hand-held wireless telecommunication device is prohibited while operating a motor vehicle.
2. **"Wireless telecommunication device" defined.** "Wireless telecommunication device" means a cellular telephone, a text- messaging device, a personal digital assistant, a stand-alone computer, or any other substantially similar wireless device that is readily removable from the vehicle and is used to write, send, or read text or data through manual input. A "wireless telecommunication device" shall not include any device or component that is permanently affixed to a motor vehicle. It does not include a hands-free wireless telephone, an electronic communication device used hands-free, citizens band radios, citizens band radio hybrids, commercial two-way radio communications devices, two-way radio transmitters or receivers used by licensees of the Federal Communication Commission in the Amateur Radio Service, or electronic communication devices with a push-to-talk function.
3. **Violations.**
 - (1) Violations of this ordinance shall constitute a moving violation.
 - (2) The first violation of the provisions of this ordinance shall be punishable for a fine of not more than \$XX.
 - (3) Each subsequent violation shall be punishable by a fine of not more than \$XX.
 - (4) If a person is involved in a collision at the time of the violation, then the fine shall be equal to double the amount of the standard fine imposed in this ordinance and the law enforcement officer investigating the collision shall indicate on the written report that the person was using a wireless telecommunication device at the time of the collision.
4. **Exceptions:** The provisions of this ordinance shall not apply to a person who uses a wireless telecommunication device and does any of the following:
 - (1) Reports a traffic collision, medical emergency, or serious road hazard.
 - (2) Reports a situation in which the person believes his personal safety is in jeopardy.
 - (3) Reports or averts the perpetration or potential perpetration of a criminal act against the driver or another person.

(4) Operates a wireless telecommunication device while the motor vehicle is lawfully parked.

(5) Uses a wireless telecommunication device in an official capacity as an operator of an authorized emergency vehicle.

5. **Repealer.** 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.
6. **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.
7. **Effective Date.** This ordinance shall become effective immediately upon adoption, publication as provided by law, and the installation of appropriate traffic signage indicating that such turns are prohibited.

Sam Gaston

From: Sam Gaston
Sent: Monday, July 18, 2016 10:57 AM
To: 'Kavita Vasil'
Cc: 'WISELY, DALE'; Ted Cook; 'Jennifer Dillon'; 'Larry Bender'; Ronald Vaughn; 'Richard Caudle'
Subject: RE: Cell Phone Ordinance

I am copying our traffic engineering consultant, Richard Caudle of Skipper Consultants, so he can add his comments.

1. I assume it will be only for Old Leeds Road
2. The City would pay for the signage and install them.
3. City will install the signs.

Sam S. Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: Kavita Vasil [mailto:kvasil@highlandsschool.org]
Sent: Monday, July 18, 2016 10:50 AM
To: Sam Gaston
Cc: WISELY, DALE; Ted Cook; Jennifer Dillon; Larry Bender
Subject: RE: Cell Phone Ordinance

Hi Mr. Gaston,

I wanted to get back to you. Highlands would love to participate in the cell phone ordinance. Couple of questions:

1. Assuming this only applies to public roads – so for us only Old Leeds Road and not our 2 internal driveway/parking lots?
2. Would we be responsible for getting and paying for the signage on Old Leeds? If so, do you have any information of cost or who we contact for that?
3. Would the city install the signs along Old Leeds Road – want to make sure they are installed correctly and located where the city would like them placed.

I am cc'ing this to our Director of Facilities and our Director of Finance & Operations so they are in the know. Please let us know specifics and how to proceed.

Thank you again for thinking of Highlands and more importantly, how to keep all our kiddos safe while on the road!

Respectfully,
Kavita

Kavita Vasil

7/22/2016

Head of School
Highlands School
"A Higher Degree of Learning"

4901 Old Leeds Road
Birmingham, AL 35213
(205) 956-9731
www.highlandsschool.org

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From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Tuesday, July 12, 2016 10:58 AM
To: Kavita Vasil <kvasil@highlandsschool.org>
Cc: WISELY, DALE <wiselyd@mtnbrook.k12.al.us>; Ted Cook <cookt@mtnbrook.org>
Subject: RE: Cell Phone Ordinance

Next week if possible, perhaps by Thursday.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: Kavita Vasil [mailto:kvasil@highlandsschool.org]
Sent: Tuesday, July 12, 2016 10:54 AM
To: Sam Gaston
Cc: WISELY, DALE; Ted Cook
Subject: RE: Cell Phone Ordinance

Dear Mr. Gaston,

THANK YOU for reaching out and thank you for considering Highlands School as part of this Ordinance. In our Highlands carpool guidelines for drop off and pick up we also ask for "no cell phone" usage but as you can imagine, it is hard to enforce. Looks like this would at least be enforceable along Old Leeds Road during the respective times. Let me take a look, think about it, and get back to you. When would you need to know by latest?

Respectfully,
Kavita

7/22/2016

Megan Gore, Esq.

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

meguscette@yahoo.com

3

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.

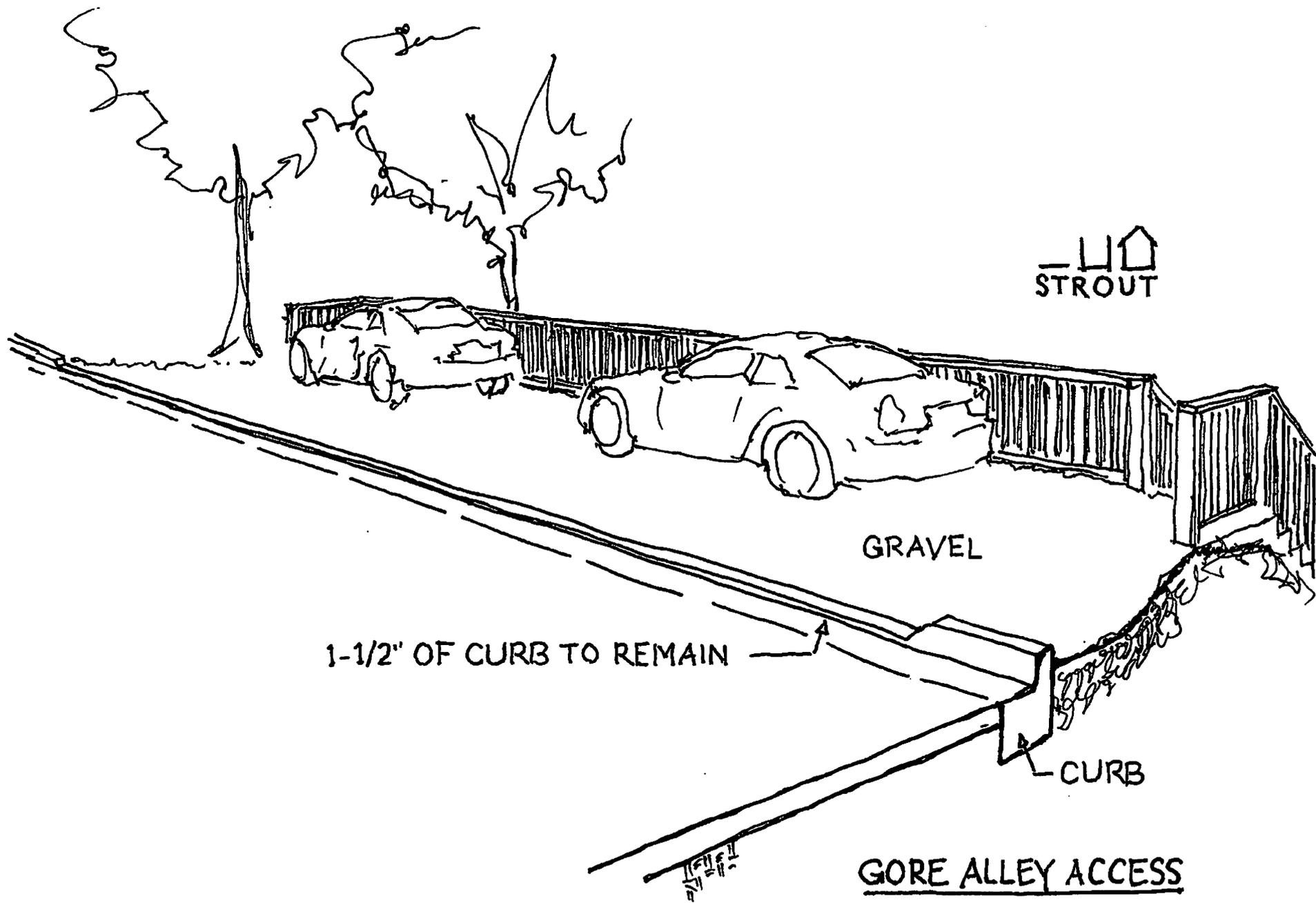
We are seeking to add 2 parking spaces to the rear of our property for convenience, safety, and increased property value. Adding parking to the rear of our property would increase safety on both Euclid and Spring Street, as it would decrease the number of cars parked on the side of both streets, as well 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.

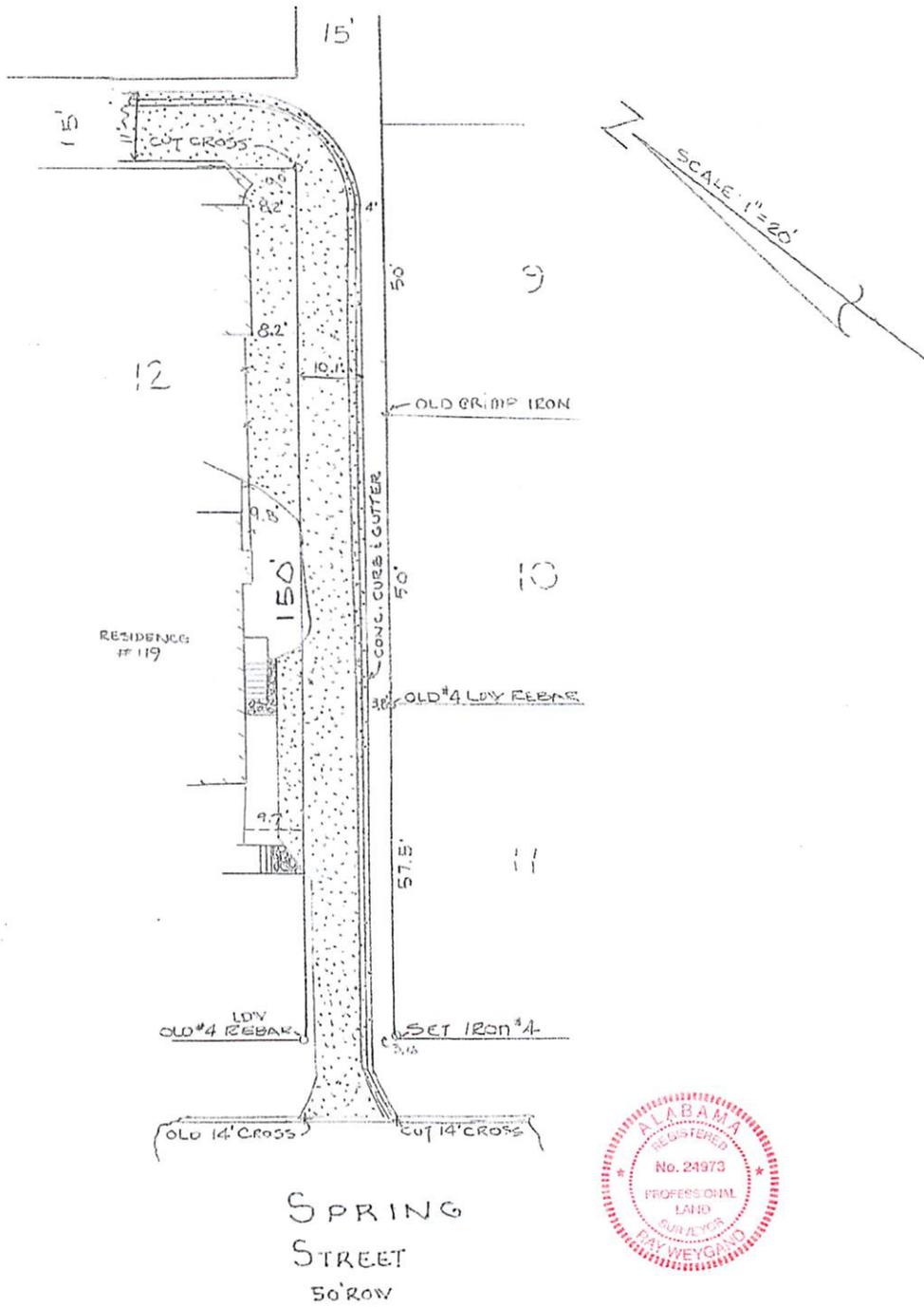
Sincerely,

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
○	POLE
X	ANCHOR
X	FENCE
X	OVERHEAD UTILITY
PVMT	PAVEMENT
W	WITH
TAN	TANGENT
RES	RESIDENCE
GLT	COVERED
CDV	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.

Ray Weygand
Ray Weygand, Reg. L.S. #24973
109 Oxmoor Road, Homewood, AL 35209
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:

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 -----

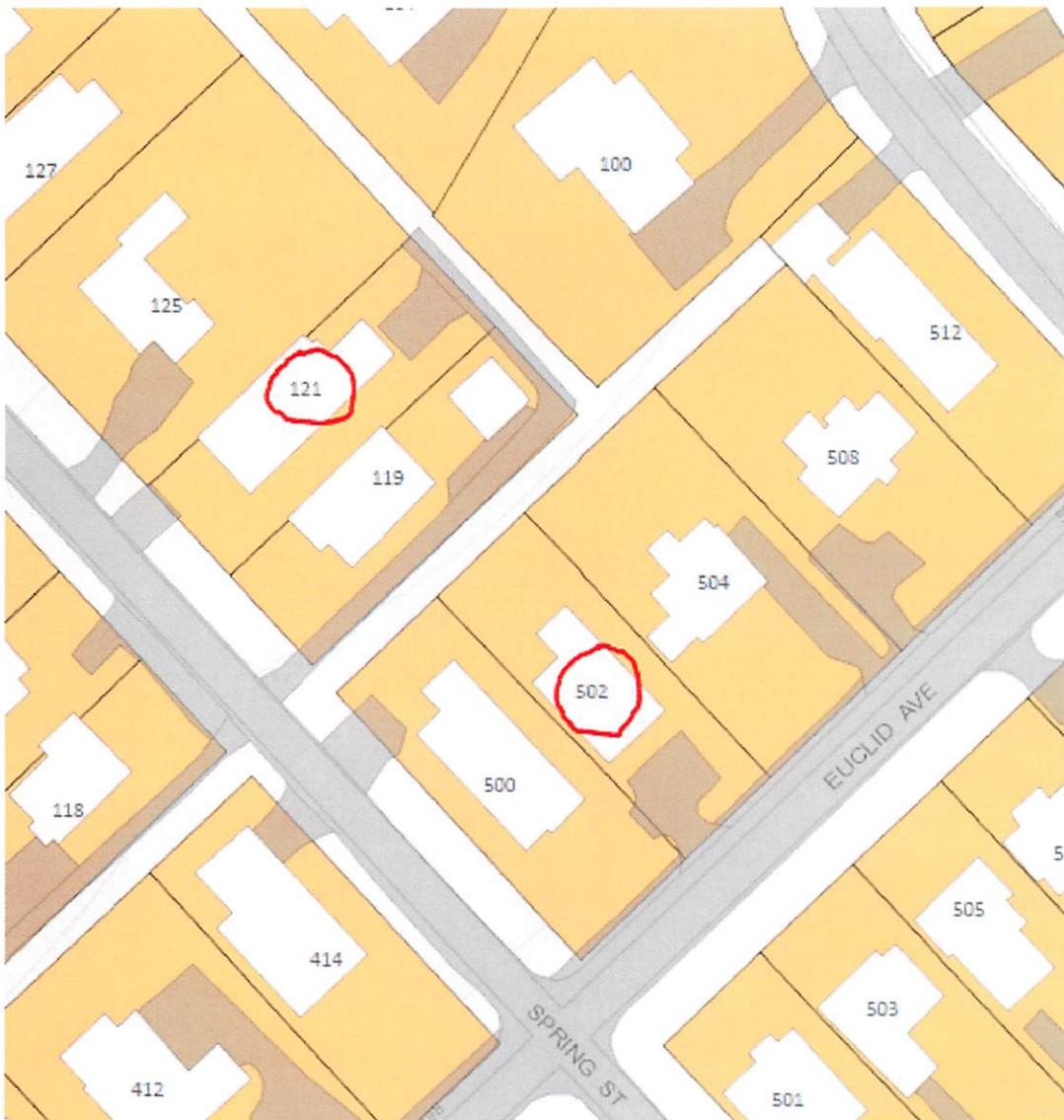
From: **Dana Hazen** <hazend@mtnbrook.org>

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

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

[205/802-3821](tel:2058023821) phone
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--

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>Brush 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.
--	--

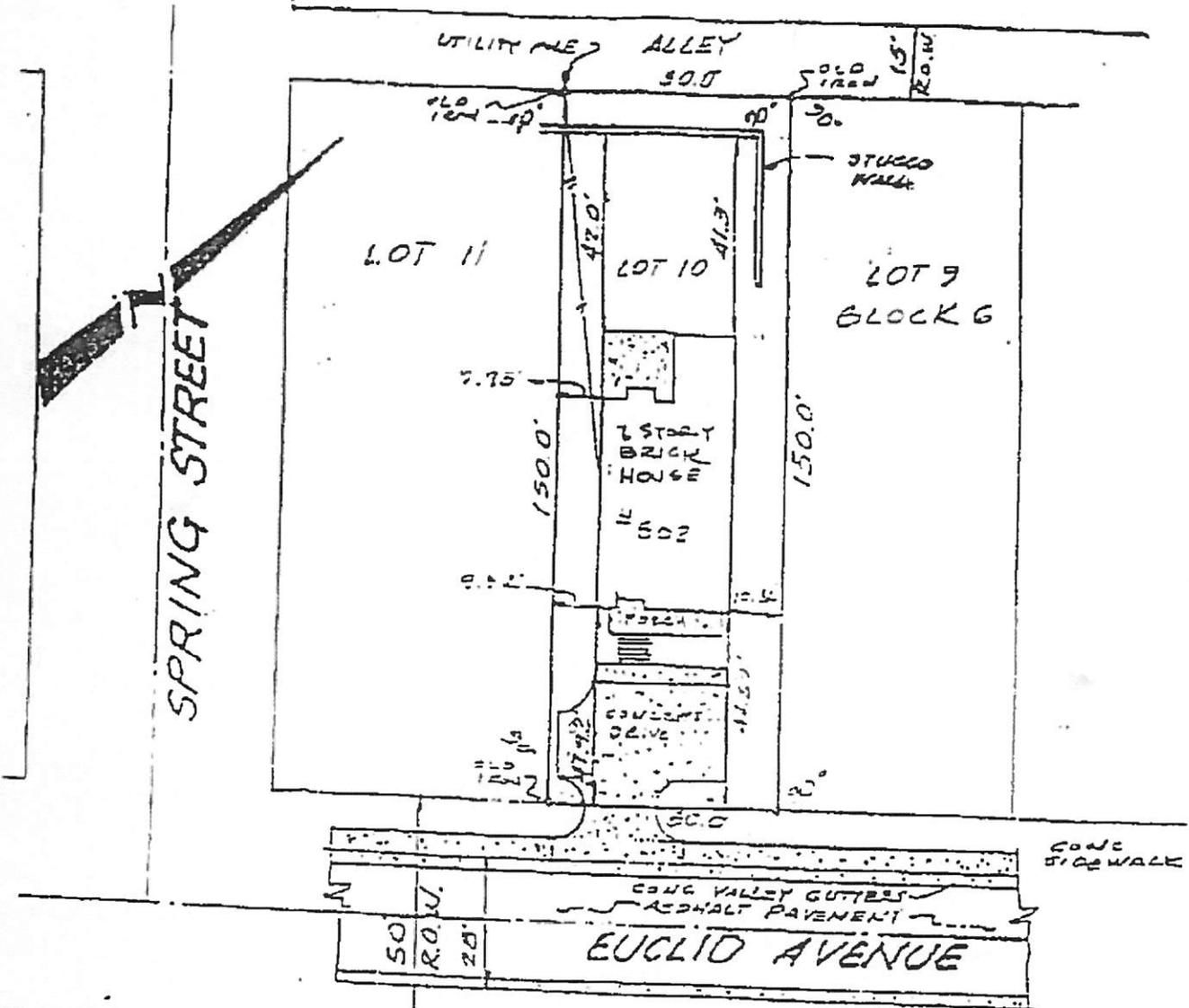
CERTIFICATION

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



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 and 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

CRESTLINE HEIGHTS as recorded in Map Book 7 page 16

In the Office of the Judge of Probate Jefferson County, Alabama Division.

The buildings on said premises are within the lines of case 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 sewerage or stormwater lines, including poles, anchors and guy wires, on or over said premises except as shown.

20 10-29-96

Jerry A. Gay

Jerry A. Gay, Reg. No. 1151
CITY OF MOBILE, AL



Map 10 11 page 62 in No. 27120 on p. 13 26

Property shown hereon 2005 NOT 5 lies within the special flood hazard zone as indicated on the Federal Insurance Administration Flood Insurance Map 00018 7 JANE MOUNTAIN BROOK Alabama.

007-25-96 THE 1:06 2U

(ZONE 'C')
205 342 3033

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

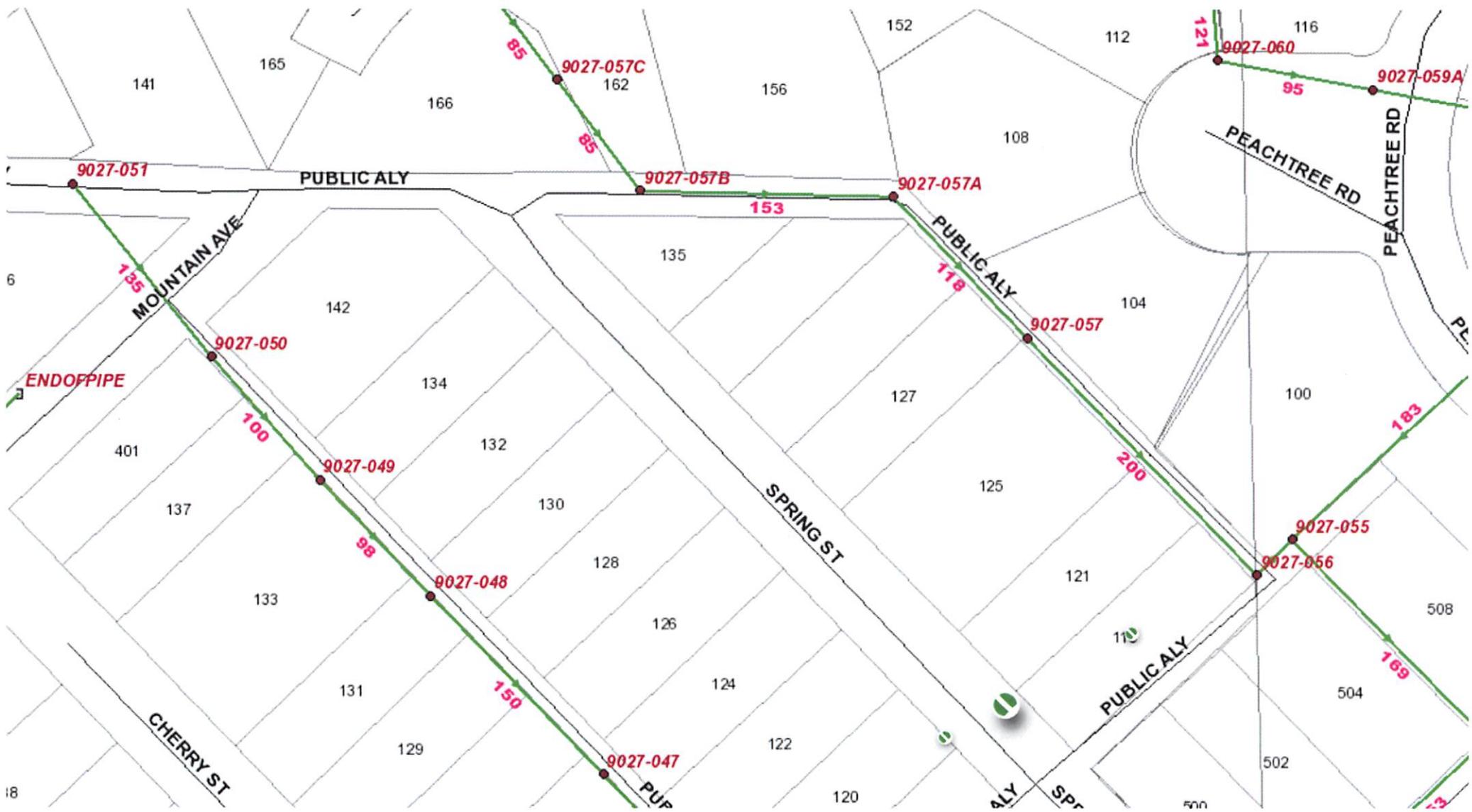
Dear Sam,

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



CITY OF MOUNTAIN BROOK

Hunter Simmons, GISP
GIS Manager
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3830
Fax: 205.879.6913
simmonsh@mtnbrook.org
www.mtnbrook.org

A

DATE: July 20, 2016
TO: Mayor, City Council & City Manager
FROM: Hunter Simmons, GIS Manager
RE: Policy Update – Memory Triangle and Banner Policy

The following changes are included in the updated version of the Memory Triangle and Banner Policy.

- Strengthened the language regarding the prohibition of commercial signs and logos.
- Currently applicants can apply one year in advance. The new policy would limit reservations to 120 days from the application date.
- Requires all banner designs to be submitted to the City for approval four weeks prior to installation.
- Public works will hang Memory Triangle signs and lamp post banners to both ensure the design matches what is approved, and that the sign is hung properly.
- The fee for Memory Triangle signs will be raised from \$10/week to \$20/week to offset the City's installation costs.
- Limits the materials of lamp post banners to reduce damage to city property. (Smooth materials are likely to stick to the mounting boards and peel the protective powder coat).
- Includes a new fee of \$5 per lamp post banner to offset the City's installation costs.

CITY OF MOUNTAIN BROOK
Sign and Banner Policy
Effective Date: 8-1-2016

The City of Mountain Brook maintains designated areas for the limited purposes of displaying banners and signs informing the public about special civic and community events and activities in the City. The City has limited space available in Memory Triangle in Crestline Village and on designated lamp posts in various locations in the City. The designated areas are subject to the following:

I. General Provisions.

- a. Signs and banners are permitted for the limited purpose of providing notice of special civic and community events and activities.
- b. Signs and banners shall not be commercial in nature. Commercial logos are not permitted.
- c. There are a limited number of spaces available for use, and priority will be afforded to the City and its related organizations.
- d. Signs must be professionally produced and must comply with all specifications.
- e. Entities can reserve space in advance. Space shall be available on a first come, first served basis.
- f. Requests to utilize the space must be submitted to the City Manager's office.
- g. The City shall not be responsible for storing or keeping any sign or banner nor for damage to sign from weather, vehicles or any other cause.
- h. Areas may only be used for the purposes intended and the City reserves the right to refuse use of City property or to remove banners that are not in compliance with this policy.
- i. Reservations are limited to 120 days from the application date.

II. Memory Triangle Display Area Provisions.

- a. Recommended size for new banners: No larger than three and one-half feet (3.5') tall by eight feet (8') wide.
- b. Banner design must be submitted to the City Manager's office for pre-approval at least four (4) weeks prior to delivery.

- c. Banner will be installed by the City and must be delivered to City Hall by the Thursday before the week(s) they are to be displayed.
- d. The display period for banners is limited to one side for two weeks (Monday – Monday) per event. City or City-related organizations may display banners without regard to the two week limitation, and any banners placed by City or City-related organizations may remain in place for multiple weeks, space notwithstanding.
- e. There shall be a fee of twenty dollars (\$20.00) per week for each banner displayed, paid in advance, to offset the cost of maintaining the Memory Triangle Display. No fee shall be required of City or City-funded organizations.

III. Lamp Post Display Areas Provisions.

- a. Lamp Post banners must comply with all banner specifications, including but not limited to size, font, and color (see attached specifications, and the City reserves the right to refuse banners that do not comply with specifications). Only print on one side of the banner. The back of the banner must be textured or rip stop. Banners with smooth backs will not be accepted.
- b. Lamp post banner designs must be submitted to the City Manager's office for pre-approval at least two (2) weeks prior to delivery.
- c. Banners will be installed by the City and must be delivered to City Hall by the Thursday before the week(s) they are to be displayed.
- d. There are a limited number of banner spaces available for use. No group or entity may occupy more than five (5) lamp post banner spaces for more than two weeks per event. Such spaces may be selected by the City. Spaces are counted by side; each side of panel is one space (two spaces per pole). If a location is open a certain pole may be requested; banners that are still in date will not be moved for this request. Such spaces may be selected by the City.
- e. There shall be a fee of five dollars (\$5.00) per week, for each side displayed, paid in advance, to offset the cost of hanging banners. No fee shall be required of City or City-funded organizations.

IV. Use of Display Space.

Community display areas are provided as an organized means of communicating information about civic and community events and activities in the City of Mountain Brook. The space is being provided for that purpose by the City for civic related purposes. Accordingly, signs

and banners may not advertise or promote events or activities (a) that conflict with, interfere with, or adversely affect community events, festivals, fairs, activities, or programs that are sponsored by (i) the City of Mountain Brook, (ii) Boards or agencies of the City of Mountain Brook, or (iii) civic or other community groups and organizations that are intended to promote or enhance trade and commerce, cultural life, recreation, or other bona fide civic and community purposes within the City of Mountain Brook, or (b) that would tend to divert trade or commerce from the City of Mountain Brook.

CITY OF MOUNTAIN BROOK
Sign and Banner Policy
Effective ~~Date: 8-1-11-11~~ Date: 8-1-11-112016

The City of Mountain Brook maintains designated areas for the limited purposes of displaying banners and signs informing the public about special civic and community events and activities in the City. The City has limited space available in Memory Triangle in Crestline Village and on designated lamp posts in various locations in the City. The designated areas are subject to the following:

I. General Provisions.

- a. Signs and banners are permitted for the limited purpose of providing notice of special civic and community events and activities.
- b. Signs and banners shall not be commercial in nature. Commercial logos are not permitted.
- c. There are a limited number of spaces available for use, and priority will be afforded to the City and its related organizations.
- d. Signs must be professionally produced and must comply with all specifications.
- e. Entities can reserve space in advance. Space shall be available on a first come, first served basis.
- f. Requests to utilize the space must be submitted to the City Manager's office.
- g. The City shall not be responsible for storing or keeping any sign or banner nor for damage to sign from weather, vehicles or any other cause.
- h. Areas may only be used for the purposes intended and the City reserves the right to refuse use of City property or to remove banners that are not in compliance with this policy.
- i. Reservations are limited to 120 days from the application date.

Formatted: Indent: Left: 0.5"

II. Memory Triangle Display Area Provisions.

- a. Recommended size for new banners: No larger than three and one-half feet (3.5') tall by eight feet (8') wide.

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~~b. Banners~~ Banner design must be fastened submitted to monument in corners by strings/rope in such manner so that the banner City Manager's office for pre-approval at least four (4) weeks prior to delivery.

~~b.c.~~ Banner will hang straight, will not sag, be installed by the City and will remain rigid, must be delivered to City Hall by the Thursday before the week(s) they are to be displayed.

~~e.~~ User is responsible for display and removal of banner.

d. The display period for banners is limited to ~~One~~ one side for two weeks (Monday – Monday) ~~per event~~. City or City-related organizations may display banners without regard to the two week limitation, and any banners placed by City or City-related organizations may remain in place for multiple weeks, space notwithstanding.

e. There shall be a fee of ~~ten~~ twenty dollars (\$~~10~~20.00) per week for each banner displayed, paid in advance, to offset the cost of maintaining the Memory Triangle Display. No fee shall be required of City or City-funded organizations.

III. Lamp Post Display Areas Provisions.

a. Lamp Post banners must comply with all banner specifications, including but not limited to size, font, and color (see attached specifications, and the City reserves the right to refuse banners that do not comply with specifications). Only print on one side of the banner. The back of the banner must be textured or rip stop. Banners with smooth backs will not be accepted.

b. Lamp post banner designs must be submitted to the City Manager's office for pre-approval at least two (2) weeks prior to delivery.

~~b.c.~~ Banners will be installed by the City and must be delivered to City Hall by ~~Friday~~ the Thursday before the week(s) they are to be displayed.

d. There are a limited number of banner spaces available for use. No group or entity may occupy more than ~~ten~~ five (5) lamp post banner spaces for more than two weeks per event. Such spaces may be selected by the City. Spaces are counted by side; each side of panel is one space (two spaces per pole). If a location is open a certain pole may be requested; banners that are still in date will not be moved for this request. Such spaces may be selected by the City.

e. There shall be a fee of five dollars (\$5.00) per week, for each side displayed, paid in advance, to offset the cost of hanging banners. No fee shall be required of City or City-funded organizations.

~~e.~~

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IV. Use of Display Space.

Community display areas are provided as an organized means of communicating information about civic and community events and activities in the City of Mountain Brook. The space is being provided for that purpose by the City for civic related purposes. Accordingly, signs and banners may not advertise or promote events or activities (a) that conflict with, interfere with, or adversely affect community events, festivals, fairs, activities, or programs that are sponsored by (i) the City of Mountain Brook, (ii) Boards or agencies of the City of Mountain Brook, or (iii) civic or other community groups and organizations that are intended to promote or enhance trade and commerce, cultural life, recreation, or other bona fide civic and community purposes within the City of Mountain Brook, or (b) that would tend to divert trade or commerce from the City of Mountain Brook.