

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

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

MARCH 11, 2024 6:00 p.m.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 03112024).

1. Proposal from Schoel Engineering regarding the Field # 1 area fill project for additional parking-Alex Pattillo of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
2. Guardrail recommendation for Euclid Avenue at Azalea Drive-Richard Caudle of Skipper Consultants (See attached information.)
3. Appoint City Council liaison to the Environmental and Sustainability Committee-Graham Smith (This item may be added to the formal agenda.)
4. Finance Committee reappointment -Lloyd Shelton (See attached information. This item may be added to the formal agenda.)
5. Conditional Use for the old Chester's test kitchen site at 2037 Cahaba Road in English Village (Lunch time restaurant)-Dana Hazen (See attached information. This item may be added to the formal agenda.)
6. Sign Ordinance amendments to address dirty and dilapidated awnings-Dana Hazen (See attached information. This item may be added to the formal agenda.)
7. ADECA grant application for Irondale Furnace Trail extension-Graham Smith (See attached information. This item may be added to the formal agenda.)
8. Board of Zoning Adjustment appointment-Tyler Slaten (See attached information. This item may be added to the formal agenda.)
9. Village Design Review Committee appointment-Tyler Slaten (See attached information. This item may be added to the formal agenda.)

Agreement for Consulting Services

Mountain Brook High School Field 1 Area Parking Fill Plans for Modification to Fill and Permitting with ALDOT

March 06, 2024

This **AGREEMENT**, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services provided in developing plans to modify the recently-placed fill in accordance with the requirements of ALDOT. This work will require permitting with ALDOT and a Highway Permit for fill placement will be prepared and submitted. In addition, as-built cross section of the fill slope will be prepared and submitted to ALDOT, as per their requirements.

PROPOSED SCOPE & SERVICES

1. Development of plans for the modification of the existing fill slope

The Consultant would develop construction plans for the slope modification. These plans would depict the modification of the fill sections as required by ALDOT. An Erosion Control plan would also be prepared. The detailed scope is as follows:

- Meet on site with the Client
- Obtain original design information from ALDOT
- Develop plans for slope modification
- Develop erosion Control plan
- Submit plans to Client and to ALDOT

Lump Sum Fee \$ 9,200

2. Highway Permit development and submittal for the placement of fill in State ROW

The Consultant would prepare the required Highway Permit for placement of fill in State ROW. The detailed scope is as follows:

- Prepare Permit documents for placement of fill in State ROW
- Submit plans to ALDOT
- Administer the approval by ALDOT

Lump Sum Fee \$ 3,750

3. As-Built Cross sections of the fill slope post-construction

The Consultant would field survey the as-constructed slope and prepare cross section exhibits as per ALDOT requirements. The detailed scope is as follows:

- Reestablish site control
- Field-survey fill slope cross sections
- Develop cross section exhibits and submit to ALDOT

Lump Sum Fee \$ 5,500

3. Construction Administration

The Consultant would perform limited Construction Administration. The detailed scope is as follows:

- Deliver plans to Contractor and answer questions
- Periodically observe construction progress
- Observe as-constructed work

Proposed Fee \$Hourly (a budget of \$ 3,000 is recommended)

NOT INCLUDED IN SCOPE OF WORK

1. ADEM permitting (should not be required)
2. Permitting with the City of Birmingham (permits are the contractors responsibility, if required)
3. Construction surveying
4. Evaluation of condition or modification of design of existing storm pipe that may have been filled over (this would be additional services if required)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2024

Senior Principal	\$ 350.00 per hour
Principal	\$ 230.00 per hour
Department Manager/Chief Land Surveyor	\$ 210.00 per hour
Survey Field Crew	\$ 205.00 per hour
Senior Project Manager	\$ 200.00 per hour
Project Manager	\$ 185.00 per hour
Senior Professional	\$ 175.00 per hour
Construction Administration Manager	\$ 150.00 per hour
Project Professional	\$ 140.00 per hour
Staff Professional	\$ 130.00 per hour
Senior Designer / Drafter / Specialist	\$ 130.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 120.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 105.00 per hour
Administrative / Technical Support	\$ 95.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount.

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):

(a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;

(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.

3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.

4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the Scope of Services within established schedules.

7) Consultant's Insurance. For the duration of the Project and the Agreement and for limits not less than stated below, Consultant, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to Client:

(a) Professional Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis.

(b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises/operations, products/completed operations, assumed contractual obligations, and independent contractors; and

(c) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement,, Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "**Instruments of Service**") shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancelation, Client will compensate Consultant for Services performed up to through the date of that notice.

10) Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed party must promptly provide the other with written notice of the Force Majeure Event, the delayed party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional Instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

15) Limitation of Liability. In no event may Consultant recover from Client any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the Client's breach of its obligations hereunder or suspension or termination of this Agreement.

16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

17) This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

18) Any forbearance or delay on the part of Client in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

20) This Agreement is made only for the benefit of the parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.

22) Immigration Law Compliance. Consultant represents and warrants to Client that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.

24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.

25) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: _____
Stewart H. Welch III

Its: Mayor

Date: _____

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Wals All III
Walter Schoel III

Its: CEO

Date: March 06, 2024

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

Company: _____

Client: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

Consultant's Project Representative: _____

Client's Project Representative: _____

Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: Monday, February 26, 2024 5:22 PM
To: Sam Gaston; Ronald Vaughn
Cc: Virginia Smith; Billy Pritchard; stewart@welchgroup.com; Lloyd Shelton; Gerald Garner; Graham Smith; Jaye Loggins; Jason Rhoads
Subject: RE: Euclid and Azalea guardrail

Here are my thoughts on the guardrail issue on Euclid Avenue near Azalea Road after reading Sain's response below:

1. The City has installed guardrail in a similar situation on Montevallo Road recently (near Crestview Drive) – see picture below.
2. I don't know if the guardrail on Montevallo Road was engineered or if it was installed with no engineering. If the guardrail on Montevallo Road was not engineered, the City may have to go down this same path if the City decides to install a guardrail on Euclid Avenue if no engineer is comfortable to design and seal plans.
3. Sight distance exiting Azalea Road with guardrail in place would need to be checked. We would also need to check sight lines for all the driveways which the guardrail would impact as well (see #4 below)
4. The length of need of the guardrail would probably extend past 742 Euclid Avenue and along the curb in front of 744 Euclid Avenue as Sain shows. Moreover, AASHTO says the runout length of the guardrail would need to extend 190-220 feet from the beginning of the curve. This would extend from the corner of Euclid Avenue at Azalea Road in front of 744, 746, and 748 Azalea Road (in front of four houses). However, this is to shield an object, and a shorter length may be needed to redirect traffic going around the curve (based on common sense).
5. It is better to flare the end treatments away from the roadway, but not required. Not flaring the end treatment increases the runout length.
6. We don't have any reports of people running off the road in this curve and just going onto the sidewalk or front yards or any physical evidence that this is a regular occurrence. The two crashes which have involved running off the road have been catastrophic events involving the house and vehicles at 96 Azalea Avenue. It is true that a vehicle which runs off the road will suffer more damage and there will be a greater probability of injury/fatality than if the vehicle just goes through landscaping.
7. The presence of driveways cutting through the guardrail does present opportunities for vehicles to get behind the guardrail or to gate through the end treatments.
8. My opinion regarding guardrail has not changed: First, the primary contributing cause of the two catastrophic crashes was DUI and speed, not the curve. These drivers could easily leave the roadway at the next curve on Euclid Avenue instead of this one. Second, guardrail is the only possible solution to mitigate the two catastrophic crashes which have happened. Third, we have record of two such crashes over a nine year period – this frequency does not, in my opinion, warrant the expense of installation of a guardrail.

In summary, I would not recommend the City pursue installation of a guardrail at this location.

Richard L. Caudle, P.E. (registered in AL and MS)
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
Office (205) 655-8855 Direct (205) 767-0183
Cell (205) 790-4307 Home (205) 594-4708



From: Sam Gaston <gastons@mtnbrook.org>

Sent: Monday, February 26, 2024 4:26 PM

To: Richard Caudle <richard@skipperinc.com>

Cc: Virginia Smith <virginiasmith31161@gmail.com>; Billy Pritchard <billyp@pm-j.com>; stewart@welchgroup.com; Lloyd Shelton <lcs@borlandcpa.com>; Gerald Garner <geraldagarner@gmail.com>; Graham Smith <graham4mb@gmail.com>; Jaye Loggins <logginsj@mtnbrook.org>; Jason Rhoads <rhoadsj@mtnbrook.org>

Subject: FW: Euclid and Azalea guardrail

Richard,

Do you agree with Sain? If so, we need to notify the property owner.

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
www.mtnbrook.org



From: Ronald Vaughn [mailto:vaughnr@mtnbrook.org]
Sent: Friday, February 23, 2024 5:12 PM
To: Currie, Nathan <NCurrie@sain.com>
Cc: Bailey, Alicia <abailey@sain.com>; Wood, Eric <ewood@sain.com>; Sam Gaston <gastons@mtnbrook.org>
Subject: Re: Euclid and Azalea guardrail

Thanks Nathan and very glad to hear your daughter is better.

I have copied Sam on this reply and your email may be all that is needed. We will let you know.

Thanks and have a good weekend.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, AL 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

On Feb 23, 2024, at 4:55 PM, Currie, Nathan <NCurrie@sain.com> wrote:

Ronnie,

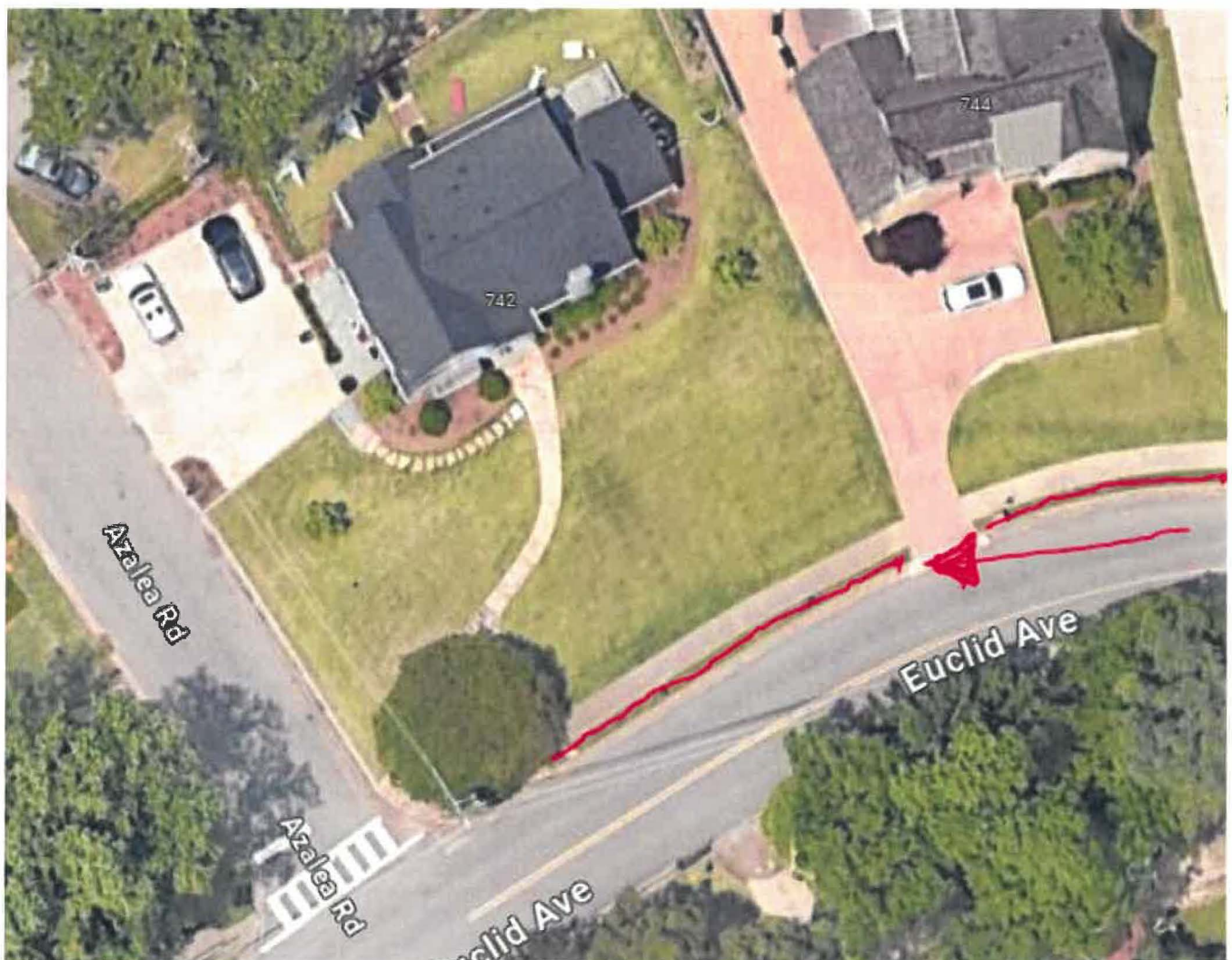
I apologize for the slow follow up from our field meeting on Tuesday. My daughter was in the hospital for a couple of days after our meeting...better now though, and that's put me behind a couple of days.

After our field review on Tuesday and based on more discussions with our team here at Sain, I would not be comfortable proposing or signing and sealing a plan for guardrail installation at this location. The guardrail would not be warranted based on current roadside safety guidelines, since there is no obstruction or hazard close to the roadway, and I think it would obstruct sight lines for drivers turning from Azalea onto Euclid.

I also think the proximity of the existing drives relative to the curve prevent a safe installation of guardrail. The desired intent of guardrail would be to redirect vehicles back onto the roadway in the event of a runoff, but to achieve that intent you would need the guardrail length to extend beyond the curve in each direction. In this case, that length is broken up by driveways, which requires the installation of more end treatments at those ends. As you know, end treatments aren't intended to redirect, so it's preferred they be flared out farther from the roadway so they don't receive direct impact.

Looking at the likely path of westbound drivers (red arrow below, path of Jan1 driver), running off the road would place them directly impacting the guardrail end treatment in that spot. This concerns me that minor runoffs today, where drivers can stop or correct without any injury, could result in more severe crashes in the future.

If you're needing something different from me on this, just let me know. Sam's email from earlier today seemed to imply you're needing surveying info rather than the design plan we had discussed.



Thanks,

Nathan Currie, P.E.
Infrastructure Team Leader / Associate
Sain Associates, Inc.

Sam Gaston

From: Steve Boone <boones@mtnbrook.org> on behalf of Steve Boone
Sent: Thursday, March 07, 2024 11:37 AM
To: Sam Gaston
Subject: Finance Committee appointment

John Doody was initially appointed to the FC in 2015 to fill the remaining term of John Lyon. His first full term expired in November 2023. He has expressed to Lloyd his willingness to serve another term. Please add this reappointment consideration to the upcoming pre-meeting agenda.

--

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

www.mtnbrook.org

<http://mtnbrookcity.blogspot.com/>



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

MEMO

DATE: March 11, 2024

TO: Mayor, City Council, City Manager, City Attorney FROM: Dana Hazen, City Planner

RE: 2037 Cahaba Road, English Village (previous Chester's Test Kitchen)
Conditional Use – Lunchtime Restaurant

The zoning code allows food uses (by right) in the LB District without any special approval (except for the hours of 11:00a-1:00p). Due to the high parking demand on the streets during the lunchtime hours, council approval of a conditional use is required for lunchtime operation.

Sitar II is a food concept proposed in the previous Chester's Test Kitchen, which prior to that was Iz Café, Yogurt Mountain, and Joe Mugg's. None of the previous food uses served any sit-down meals, per se, so they were allowed lunchtime operation without any conditional use approval. Sitar has another location (on 4th Avenue South in Birmingham) on which the proposed operational characteristics are based.

Please see the attached letter and proposed floor plan from the applicant as to the details of the proposed use. It is anticipated that 50 people will be served between 11:00a-1:00p; with proposed seating for 35. It is also anticipated that diners may remain on the premises for 35 minutes. The applicant describes the proposed use as a walk-up food service primarily for those already working or shopping in English Village, rather than a vehicular destination.

It is hard to anticipate how many lunchtime patrons will walk from other locations within the village, how many may be destination travelers who will need to park in the vicinity for 35 minutes, or how many auto travelers may arrive and park as individuals or how many might come in groups. However, when Billy's was open for lunch, the upper lot appeared to handle that lunchtime crowd with ease.

The question before the council is whether or not it is anticipated that the street and public lot parking in the vicinity can handle the additional load as projected by the applicant. PB&S has been systematically observing parking vacancies in English Village over the past few years, especially as it relates to the use of the public parking lots that the city provides. In 2023, vacancies in the upper lot were noted to be an average of 8 vacant spaces at 11:00am and 9 vacant spaces at 2:00pm; these observations were conducted throughout the year on Tuesdays and Thursdays. The lower lot tends to be nearly full, with employees from Little Hardware and Tonya Jones Salon utilizing the majority of these.

The zoning ordinance requires council approval of office uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

Bhuwan Bashel

612 Hackberry Ridge Trace

Birmingham, AL 35226

City Council

City of Mountain Brook

56 Church St

Mountain Brook, AL 35213

February 26, 2024

Dear Council Members,

I would like to propose to the council that the new restaurant, Sitar II, located at 2037 Cahaba Rd, Mountain Brook, AL 35213, be able to serve lunch based on the following information:

Number of employees on site between 11:00 am and 1:00pm: 4

Number of patrons expected to be served: 50

Number of tables/chairs inside dining room: 17/35

Employee parking: Rear of public parking lot at the corner of Fairway Drive and Cahaba Rd.

Turnover rate (minutes): 35

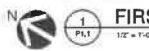
Traffic Pattern: Foot traffic from shoppers in the Village. This will not be a destination location.

This data is based on numbers generated at Sitar I, located at 1801 4th Ave South, Suite 115, Birmingham, AL 35233, since July of 2019.

Thank you in advance for your consideration and we look forward to serving the residence of English Village.

Kindest Regards,

Bhuwan Bashel



178 • T-6

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS BEFORE THE START OF WORK.
2. KITCHEN EQUIPMENT FINAL SELECTION TO BE BY OWNER. CONTRACTOR TO VERIFY FINAL SELECTIONS REQUIREMENTS MEETS DRAWINGS SELECTIONS REQUIREMENTS.
3. FLOORING TO BE SAW CUT FOR NEW PLUMBING LINES. FLOORS TO BE PATCHED TO MATCH EXISTING WHEN DONE.

EXISTING GAS LINES TO CONNECT TO NEW KITCHEN EQUIPMENT. CONTRACTOR TO VERIFY GAS LINE ROUTING TO METER, LINE SIZE, # SYSTEM, AND ANY OTHER EQUIPMENT CONNECTED DOES NOT EXCEED LOCAL GAS LINES REQUIREMENTS.

GAS METER: BY OTHERS, LOCATED IN BACK OF BUILD. 2# SYSTEM, TO BE CONFIRMED

TOTAL KITCHEN EQUIP. TO BE: 600

LONGEST LENGTH: CONTRACTOR TO VERIFY

NEW DOMESTIC WATER LINES TO CONNECT TO EXISTING LINES IN WALL AND ROUTE IN WALL AROUND TO BAR AREA. NEW WATER LINES TO CONNECT TO NEW FIXTURES UNDER COUNTER AS NEEDED.

- DRAWING NO.
P1.1

Dirty Awning Ordinance

This set of ordinance revisions stems from the city's need for an ordinance framework to address business awnings that are in disrepair or need to be cleaned. The current ordinance does not address maintenance of awnings. The city has received awning complaints in the past, and has not had the means to resolve the complaints in a timely manner. See attached photos of awnings the city has tried (with limited success) to resolve.

The proposed changes to the sign ordinance aim to achieve the following:

Requirements for any awning approved by VDR:

1. The awning frame is to be secure (not a hazard) and the awning fabric is to be securely affixed to the frame and not torn or visibly faded or soiled.
2. If the awning does not comply with the maintenance provisions of the ordinance then a written notice by the building superintendent shall be issued to the business owner to have the awning fabric removed, repaired, replaced, cleaned, or secured, in compliance with the provisions of this chapter, by the business owner of the awning, within 30 days of written notice to such business owner.
3. The application to apply for an awning permit is to be revised so as to include a section where the business owner must sign an acknowledgment that the awning frame and fabric will be maintained in accordance with the provisions of the ordinance, and agrees to remedy any non-compliance within 30 days of any notice by the city to do so.
4. If the 30-day notice does not produce the intended result, then the city has the option to remove the awning (fabric and frame) and charge the applicant for that service. (This is to be included in the acknowledgment for signature on the application).
5. Awnings approved by VDR, and installed prior to the adoption of this ordinance are specifically excluded from "nonconforming" provisions, and are subject to all provisions of this ordinance upon adoption.
6. Sec 121-5 is not proposed to change, and requires the following: Each and every violation of the provisions of this chapter shall be punishable by a fine not exceeding \$500.00, at the discretion of the court trying the case. Each and every day the violation continues shall be construed as a separate offense.









trocadero

15
MINUTE
PARKING
THIS SPOT
ONLY

trocadero
HAIR SALON





The photograph shows the exterior of a hair salon named 'Trocadero'. A large, dark grey awning extends over the storefront, but it is in a state of disrepair. The left side of the awning is sagging and partially detached from the building's roofline, with visible straps and structural damage. The word 'trocadero' is printed in a white, lowercase, serif font on the right side of the awning. Below the awning, the storefront features large glass windows and a central glass door. The left window has a decal that reads 'trocadero HAIR SALON Est 1974', with a small crown icon above the 't'. The interior of the salon is visible through the glass, showing various hair styling equipment and products. To the right of the main entrance, there is a section of the building with a light-colored stone or brick facade. Further right, another entrance is partially visible, decorated with festive lights and a sign that says 'OPEN'. The sky above is blue with scattered white clouds. The front of a silver car is visible in the bottom right corner of the frame.

trocadero

trocadero
HAIR SALON
Est 1974

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 121 OF THE CITY CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
as follows:

Section 1.

"ARTICLE I. – IN GENERAL

Sec. 121-2. Compliance with chapter provisions.

No sign **or awning** shall be erected, displayed, maintained, or altered in the city unless it is in compliance with this chapter.

- (1) *Permit required.* It shall be unlawful for any person to erect, display, materially alter, or relocate any sign **or awning** unless such sign is in compliance with this chapter, and a permit for such sign **or awning** has been issued by the building inspections superintendent, and the permit fee required by this chapter has been paid, except for any sign for which a permit is not required under this chapter.
- (2) *Signs displaying commercial messages.* Signs requiring a sign permit and displaying commercial messages shall be permitted only as accessory to buildings or structures engaged in permitted institutional activities, or in permitted activities as evidenced by a valid business license issued by the city.
- (3) *Design review required.* It shall be unlawful for the building inspections superintendent to issue a sign permit **or awning permit** until satisfactory completion of the design review process as required under this chapter.
- (4) *Maintenance.* The owner of any sign **or awning** shall maintain same, together with all sign **or awning** supports, braces, anchors, and messages, in good repair, in a safe manner, and in a permitted location, all in accordance with this chapter. **Awning fabric is to be securely affixed to the frame and not torn or visibly soiled.**
- (5) *Required signs.* The street address of each of the premises in the city shall be displayed in a legible manner in a location visible from the public right-of-way.

Sec. 121-3. Definitions.

- (a) *Interpretations.* With respect to words used in this chapter, words used or defined in one tense shall include other tenses and derivative forms. Words used in the singular number shall include the plural, and words used in the plural number shall include the singular.
- (b) *Definitions.* The following definitions shall apply to the regulation and control of signs within this chapter:

Awning. A frame and a sheet of canvas or other material stretched on the frame and used to keep the sun or rain off a storefront, window, or doorway.

Awning sign. Sign that is painted on, applied to, or otherwise is a part of a fabric or other nonstructural awning.

Sec. 121-6. Requirements applicable to all signs and awnings.

- (a) *Building code.* All signs and awnings must comply with the building code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time.
- (b) *Electrical code.* Any sign that may require electrical wiring or connections shall comply with the electrical code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time, and shall be submitted to the electrical inspector for an appropriate permit. The electrical inspector shall examine the plans and specification respecting all wiring and connections to determine if such wiring, etc. complies with the electrical code, and shall issue such permit only if the plans and specifications for such sign comply with such codes and ordinances or shall disapprove the application if they do not comply with such codes and ordinances. Such action of the electrical inspector shall be taken prior to submission of the application to the building inspections superintendent for a sign permit. All electrical devices used in signs must be inspected by Underwriters Laboratories (i.e., "UL Listed").
- (c) *Height.* No sign shall exceed the height limit for buildings established in chapter 129 of this Code for the district in which it is located.
- (d) *Obstruction to passage.* No sign or awning shall be erected, displayed, or maintained so as to obstruct or interfere with any fire escape, any required exit way, window, door opening or any other means of egress, or of any opening required for ventilation required by the building code and all other provisions of this Code.
- (e) *Signs in public rights-of-way.* No sign or awning, other than an official sign, shall be placed in a public right-of-way, or shall project into a public right-of-way, or shall be attached to private property placed in a public right-of-way, except as expressly provided in this chapter. Any sign or awning so placed or located except in conformance with this chapter shall be forfeited to the public and subject to confiscation and destruction. In addition to other remedies, the city shall have the right to recover from the owner of such sign or awning, or from the person placing such sign or awning, the full costs of removal and disposal of such sign or awning.

Sec. 121-7. Prohibited and illegal signs.

In addition to any sign not specifically permitted by these regulations, the following are specifically prohibited in the city:

- (1) Any sign visible from a public right-of-way that simulates or imitates in color, lettering, content, or design any traffic sign or signal, or that makes use of words, symbols, or characters in a manner which is likely to interfere with, mislead, or confuse pedestrians or motorists, or otherwise presents or implies the need or requirement of stopping, caution, the existence of danger, or which for any reason could be confused with any sign displayed or authorized by public authority.

- (2) Any sign or device designed to attract attention of the public, through motion of any kind, including those which may be set in motion by wind.
- (3) Any sign containing or consisting of any animated, blinking, flashing, intermittent, traveling or fluctuating lights, light emitting diodes (LED), liquid crystal display (LCD), plasma, video, or similar displays, including arrangements that spell messages, simulate motion or form various symbols or images or other illuminating devices that have a changing light intensity, brightness, or color. (Devices displaying video of photographs or intermittently displaying photographs are excluded from this provision for businesses whose primary commodity is photographic images; such is to be considered window display of merchandise but may only be displayed in accordance with subsection 121-7(1) above.)
- (4) Any sign or awning at any street intersection that would obstruct free and clear vision of motorists, or that would obstruct or interfere with a motorist's view of any authorized traffic signal or sign.
- (5) Any sign painted on, or attached to, a utility pole, column, bench, sidewalk, or similar structure, or painted on or attached to a tree, rock or other natural feature.
- (6) Any sign or awning erected, painted, enlarged, or structurally altered in violation of any provision of this chapter.
- (7) Any sign or awning determined by the building inspections superintendent to be dangerous because it is not securely affixed to the ground, or otherwise affixed in a safe, secure, and permanent manner to a building or other approved supporting structure.
- (8) Any sign that has deteriorated or been damaged to such extent that the cost of reconstruction or restoration is deemed by the building inspections superintendent to be in excess of 50 percent of its depreciated value, exclusive of foundations.
- (9) Any awning whose fabric is not securely affixed to its frame, or whose fabric is visibly faded or soiled, or whose frame has deteriorated or been damaged to such extent that it is deemed by the building inspections superintendent to be a safety hazard.
- (10) Any sign identifying a business or other use no longer occupying the premises upon which it is displayed.
- (11) Any sign whose content is determined to be obscene, incites violence, or is otherwise without protection of the First Amendment of the United States Constitution.
- (12) Any internally illuminated sign in the three traditional villages.
- (13) Any illuminated awning.
- (14) Neon signs (including, but not limited to, "open/closed" signs) on either the interior or exterior surface of a building or window; provided, however, that neon signs or signs incorporating neon may be permitted when such signs are custom designed for the particular location upon which they will be

Section 2.

ARTICLE II. – ADMINISTRATION

Sec. 121-39. Enforcement.

If a violation of any provision of this chapter specified in a written notice from the building inspections superintendent **or the zoning officer** to the owner of the property upon which the sign **or awning** is located is not remedied by the time specified in the notice, the building inspections superintendent **or zoning officer** shall use all available means to remedy the situation and may direct the city attorney to bring a civil action to remedy the violation. Any reasonable expenses incident to such removal shall be paid by the owner of the property to which such sign is located.

Sec. 121-42. Inspection.

The building inspections superintendent shall be responsible for inspection of all signs **and awnings** to determine compliance with the provisions of this chapter.

Sec. 121-43. Removal of unsafe signs **and unsafe or poorly maintained awnings**.

The building inspections superintendent shall require any sign **or awning fabric or frame** that is an immediate danger to persons or property to be removed by the owner of the property upon which the sign **or awning fabric or frame** is located within 48 hours of written notice to such owner. The building inspections superintendent shall require any sign that is not in immediate danger to persons or property, but otherwise impinges upon the public health, safety, or general welfare, or is, in the opinion of the building inspections superintendent, structurally unsound or unsafe in any way, to be removed, repaired, replaced, or secured, in compliance with the provisions of this chapter, by the owner of the property upon which the sign is located, within 30 days of written notice to such owner. **The building inspections superintendent shall require any awning that does not comply with the provisions of this chapter (fabric in clean condition and securely affixed to the frame) to be removed, repaired, replaced, cleaned, or secured, in compliance with the provisions of this chapter, by the business owner of the awning, within 30 days of written notice to such business owner.**

Sec. 121-44. Removal of prohibited signs **and awnings**.

The building inspections superintendent shall require any sign or awning for which no permit has been issued, or that is specifically prohibited by this chapter, to be removed by the owner of the property upon which the sign **or awning** is located, within 30 days of written notice to such owner; **unless an application is made to the Village Design Review Committee for the next available agenda and said sign or awning is approved by said committee in accordance with the provisions of this chapter. Otherwise, if the sign or awning is not removed within said 30-day period, the city may, but shall not be required to, have such sign or awning removed and such owner must reimburse the city for the cost of such removal within ten days of the removal of such sign or awning.**

Sec. 121-62. Responsibility.

The zoning officer shall be responsible for receiving applications and fees for sign and awning permits, for conducting initial staff review of such applications for completeness, for advising applicants that they are encouraged to appear before the villages design review committee on behalf of their applications, for forwarding such applications to the village design review committee for review and for issuing sign and awning permits when all required procedures and approvals are satisfactorily completed and fees paid.

Sec. 121-64. Application procedure.

Application for a sign permit or an awning permit shall be made upon the form provided by the zoning officer and shall contain, or have attached thereto, the following information:

- (1) Name, address, and telephone number of applicant;
- (2) Name, address, telephone number and proof of business license of person or company who shall erect the sign or awning;
- (3) Address of building, or property upon which sign or awning is proposed to be erected;
- (4) Written consent, of the owner of the property on which the sign or awning is to be located, for erection or placement of sign or awning;
- (5) Copy of the approved master sign plan, if applicable;
- (6) Photographs of adjacent buildings and/or sites clearly showing the character of the surrounding area and of nearby signs or awnings;
- (7) Photographs of the building or site on which the sign or awning is proposed to be placed;
- (8) Scaled, dimensioned drawing of the proposed sign or awning;
- (9) Scaled drawing of building facade, showing the actual size and location of the proposed sign or awning in proportion to and in relation to the existing building or the building to be constructed;
- (10) Information regarding method of construction and placement of sign or awning;
- (11) Description or samples of sign or awning materials and colors;
- (12) As part of the permit application for any awning or awning sign the applicant shall sign an acknowledgement and agreement to keep the awning clean and in good condition, in accordance with the provisions of this chapter.
- (13) Other information the zoning officer may require to demonstrate full compliance with all applicable provisions of this Code.

Sec. 121-65. Initial staff review.

The zoning officer shall review all sign **or awning** permit applications for compliance with this chapter, and shall forward all complete sign **or awning** applications to the village design review committee for placement on the next agenda.

Sec. 121-66. Design review—Generally.

The village design review committee shall, in public meeting, review all sign **and awning** applications as to compliance with the provisions of this chapter and for compatibility with its design guidelines and the theme and overall character to be achieved in the area. Because signs **and awnings** are so nearly a part of the buildings to which they are attached or pertain, the village design review committee shall assure, through the review process, that signs **and awnings** are appropriately fit to, and are not incompatible with the architecture of, their host premises. The village design review committee shall report its approval or denial of the application to the building inspection superintendent, who shall not issue a sign permit **or awning permit** without approval of the application by the village design review committee.

Sec. 121-67. Same—Time limitation.

If within 45 days (or such longer period of time as may be agreed upon by the applicant and the village design review committee) of the applicant's submittal to the zoning officer of a complete application for a sign permit **or awning permit**, including all required information and materials, the report of the village design review committee is not submitted to the building inspection superintendent, the application shall be considered approved by the village design review committee as submitted, and the building inspection superintendent shall issue a sign permit **or awning permit** if all other requirements of this chapter have been satisfied and the appropriate fee paid.

Sec. 121-68. Fees.

Each sign **or awning** permit application shall be accompanied by a check made payable to the city or cash in an appropriate amount, as established by resolution of the city council. This fee shall defray the cost of processing sign **or awning** permit applications, and shall be charged in addition to any building permit fee, electrical permit fee, or any other fee associated with the approval of a proposed or existing development. Incidental and temporary signs shall not require a sign permit or payment of a sign permit fee.

Sec. 121-69. Time limitation, sign permit.

If the work authorized under a sign **or awning** permit has not been completed within six months following the date of issuance, such permit shall become null and void and any partial construction removed by the permittee.

Sec. 121-70. Revocation.

The building inspections superintendent is authorized and empowered to revoke any sign **or awning** permit upon failure of the permit holder to comply with any provision of this chapter.

Sec. 121-99. Required.

A development site containing an existing or proposed office park, shopping center, building, or group of buildings that contains multiple businesses, institutions, or other arrangement of multiple nonresidential uses shall have a master sign plan which, if not approved as part of a master development plan by the city council or planning commission as part of the zoning or rezoning of the site, shall be subject to approval by the village design review committee, prior to application for any sign **or awning** within its boundaries. All sign **or awning** permit applications pertaining to such development sites shall be reviewed in light of such approved plans. **Sign and awning** permit applications reviewed under authority of a master sign plan shall be subject to the following:

- (1) All general business signs existing prior to submission of the master sign plan, whether or not such signs conform to the provisions of this chapter, shall be counted toward the permitted aggregate display area of general business signs.
- (2) The master sign plan shall apply to all businesses within a related project, even if the properties have been subdivided.
- (3) The master sign plan may be more restrictive with respect to sign **or awning** size and placement, than set forth in article I of this chapter.

Sec. 121-102. Content.

A master sign plan shall consist of a site plan of the development site, and building elevations, at a scale of no less than one-eighth inch equals one foot zero inches, showing:

- (1) The location of buildings, parking lots, driveways, and streets, and building elevations.
- (2) Sign bands and other sign **and awning** locations on buildings, as applicable.
- (3) Dimensioned locations and sizes of all general business signs and incidental signs, existing and proposed, by type of sign, **as well as all awnings, existing and proposed.**

Sec. 121-103. Amendment.

Application for amendment to a master sign plan shall be made only by the owner of the development site or an authorized agent, and shall include written evidence of approval of the amendment from all affected tenants. Signs **and awnings** subsequently made nonconforming because of an amendment to a master sign plan shall be brought into compliance with the amended plan within 180 days following approval of the amended plan.

Sec. 121-135. Conditions.

Any sign that is not specifically permitted, or that does not comply with all provisions of this chapter, yet which lawfully existed and was maintained as such as of the effective date of this chapter shall be considered a nonconforming sign; **the same does not hold true for an awning that does not comply with all provisions of this chapter; all awnings (existing or new) are subject to the provisions of this chapter.**

Sec. 121-136. Alteration.

A nonconforming sign shall not, after the effective date of this chapter, be enlarged, structurally altered, or extended unless such sign shall be made to comply with all the provisions of this chapter. A nonconforming sign may not be replaced by another nonconforming sign. Minor repairs and maintenance of nonconforming signs, such as repainting and electrical repairs, shall be permitted. However, no changes in the location, size, or shape of any nonconforming sign shall be permitted except to make the sign comply with all provisions of this chapter. **This provision does not apply to awnings or to awning signs."**

3. 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.

4. 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.

5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 11th day of March, 2024.

Council President Pro Tempore

ADOPTED: This 11th day of March, 2024.

Mayor

CERTIFICATION

I, Heather Richards, 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 March 11, 2024, as same appears in the minutes of record of said meeting, and published by posting copies thereof on March 12, 2024, 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

Sign Ordinance - Awnings

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 121 OF THE CITY CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
as follows:

Section 1.

"ARTICLE I. – IN GENERAL

Sec. 121-2. Compliance with chapter provisions.

No sign **or awning** shall be erected, displayed, maintained, or altered in the city unless it is in compliance with this chapter.

- (1) *Permit required.* It shall be unlawful for any person to erect, display, materially alter, or relocate any sign **or awning** unless such sign is in compliance with this chapter, and a permit for such sign **or awning** has been issued by the building inspections superintendent, and the permit fee required by this chapter has been paid, except for any sign for which a permit is not required under this chapter.
- (2) *Signs displaying commercial messages.* Signs requiring a sign permit and displaying commercial messages shall be permitted only as accessory to buildings or structures engaged in permitted institutional activities, or in permitted activities as evidenced by a valid business license issued by the city.
- (3) *Design review required.* It shall be unlawful for the building inspections superintendent to issue a sign permit **or awning permit** until satisfactory completion of the design review process as required under this chapter.
- (4) *Maintenance.* The owner of any sign **or awning** shall maintain same, together with all sign **or awning** supports, braces, anchors, and messages, in good repair, in a safe manner, and in a permitted location, all in accordance with this chapter. **Awning fabric is to be securely affixed to the frame and not torn or visibly soiled.**
- (5) *Required signs.* The street address of each of the premises in the city shall be displayed in a legible manner in a location visible from the public right-of-way.

Sec. 121-3. Definitions.

- (a) *Interpretations.* With respect to words used in this chapter, words used or defined in one tense shall include other tenses and derivative forms. Words used in the singular number shall include the plural, and words used in the plural number shall include the singular.
- (b) *Definitions.* The following definitions shall apply to the regulation and control of signs within this chapter:

Awning. A frame and a sheet of canvas or other material stretched on the frame and used to keep the sun or rain off a storefront, window, or doorway.

Awning sign. Sign that is painted on, applied to, or otherwise is a part of a fabric or other nonstructural awning.

Sec. 121-6. Requirements applicable to all signs and awnings.

- (a) *Building code.* All signs and awnings must comply with the building code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time.
- (b) *Electrical code.* Any sign that may require electrical wiring or connections shall comply with the electrical code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time, and shall be submitted to the electrical inspector for an appropriate permit. The electrical inspector shall examine the plans and specification respecting all wiring and connections to determine if such wiring, etc. complies with the electrical code, and shall issue such permit only if the plans and specifications for such sign comply with such codes and ordinances or shall disapprove the application if they do not comply with such codes and ordinances. Such action of the electrical inspector shall be taken prior to submission of the application to the building inspections superintendent for a sign permit. All electrical devices used in signs must be inspected by Underwriters Laboratories (i.e., "UL Listed").
- (c) *Height.* No sign shall exceed the height limit for buildings established in chapter 129 of this Code for the district in which it is located.
- (d) *Obstruction to passage.* No sign or awning shall be erected, displayed, or maintained so as to obstruct or interfere with any fire escape, any required exit way, window, door opening or any other means of egress, or of any opening required for ventilation required by the building code and all other provisions of this Code.
- (e) *Signs in public rights-of-way.* No sign or awning, other than an official sign, shall be placed in a public right-of-way, or shall project into a public right-of-way, or shall be attached to private property placed in a public right-of-way, except as expressly provided in this chapter. Any sign or awning so placed or located except in conformance with this chapter shall be forfeited to the public and subject to confiscation and destruction. In addition to other remedies, the city shall have the right to recover from the owner of such sign or awning, or from the person placing such sign or awning, the full costs of removal and disposal of such sign or awning.

Sec. 121-7. Prohibited and illegal signs.

In addition to any sign not specifically permitted by these regulations, the following are specifically prohibited in the city:

- (1) Any sign visible from a public right-of-way that simulates or imitates in color, lettering, content, or design any traffic sign or signal, or that makes use of words, symbols, or characters in a manner which is likely to interfere with, mislead, or confuse pedestrians or motorists, or otherwise presents or implies the need or requirement of stopping, caution, the existence of danger, or which for any reason could be confused with any sign displayed or authorized by public authority.

- (2) Any sign or device designed to attract attention of the public, through motion of any kind, including those which may be set in motion by wind.
- (3) Any sign containing or consisting of any animated, blinking, flashing, intermittent, traveling or fluctuating lights, light emitting diodes (LED), liquid crystal display (LCD), plasma, video, or similar displays, including arrangements that spell messages, simulate motion or form various symbols or images or other illuminating devices that have a changing light intensity, brightness, or color. (Devices displaying video of photographs or intermittently displaying photographs are excluded from this provision for businesses whose primary commodity is photographic images; such is to be considered window display of merchandise but may only be displayed in accordance with subsection 121-7(1) above.)
- (4) Any sign **or awning** at any street intersection that would obstruct free and clear vision of motorists, or that would obstruct or interfere with a motorist's view of any authorized traffic signal or sign.
- (5) Any sign painted on, or attached to, a utility pole, column, bench, sidewalk, or similar structure, or painted on or attached to a tree, rock or other natural feature.
- (6) Any sign **or awning** erected, painted, enlarged, or structurally altered in violation of any provision of this chapter.
- (7) Any sign **or awning** determined by the building inspections superintendent to be dangerous because it is not securely affixed to the ground, or otherwise affixed in a safe, secure, and permanent manner to a building or other approved supporting structure.
- (8) Any sign that has deteriorated or been damaged to such extent that the cost of reconstruction or restoration is deemed by the building inspections superintendent to be in excess of 50 percent of its depreciated value, exclusive of foundations.
- (9) **Any awning whose fabric is not securely affixed to its frame, or whose fabric is visibly faded or soiled, or whose frame has deteriorated or been damaged to such extent that it is deemed by the building inspections superintendent to be a safety hazard.**
- (10) Any sign identifying a business or other use no longer occupying the premises upon which it is displayed.
- (11) Any sign whose content is determined to be obscene, incites violence, or is otherwise without protection of the First Amendment of the United States Constitution.
- (12) Any internally illuminated sign in the three traditional villages.
- (13) **Any illuminated awning.**
- (14) Neon signs (including, but not limited to, "open/closed" signs) on either the interior or exterior surface of a building or window; provided, however, that neon signs or signs incorporating neon may be permitted when such signs are custom designed for the particular location upon which they will be

Section 2.

ARTICLE II. – ADMINISTRATION

Sec. 121-39. Enforcement.

If a violation of any provision of this chapter specified in a written notice from the building inspections superintendent **or the zoning officer** to the owner of the property upon which the sign **or awning** is located is not remedied by the time specified in the notice, the building inspections superintendent **or zoning officer** shall use all available means to remedy the situation and may direct the city attorney to bring a civil action to remedy the violation. Any reasonable expenses incident to such removal shall be paid by the owner of the property to which such sign is located.

Sec. 121-42. Inspection.

The building inspections superintendent shall be responsible for inspection of all signs **and awnings** to determine compliance with the provisions of this chapter.

Sec. 121-43. Removal of unsafe signs **and unsafe or poorly maintained awnings.**

The building inspections superintendent shall require any sign **or awning fabric or frame** that is an immediate danger to persons or property to be removed by the owner of the property upon which the sign **or awning fabric or frame** is located within 48 hours of written notice to such owner. The building inspections superintendent shall require any sign that is not in immediate danger to persons or property, but otherwise impinges upon the public health, safety, or general welfare, or is, in the opinion of the building inspections superintendent, structurally unsound or unsafe in any way, to be removed, repaired, replaced, or secured, in compliance with the provisions of this chapter, by the owner of the property upon which the sign is located, within 30 days of written notice to such owner. **The building inspections superintendent shall require any awning that does not comply with the provisions of this chapter (fabric in clean condition and securely affixed to the frame) to be removed, repaired, replaced, cleaned, or secured, in compliance with the provisions of this chapter, by the business owner of the awning, within 30 days of written notice to such business owner.**

Sec. 121-44. Removal of prohibited signs **and awnings.**

The building inspections superintendent shall require any sign or awning for which no permit has been issued, or that is specifically prohibited by this chapter, to be removed by the owner of the property upon which the sign **or awning** is located, within 30 days of written notice to such owner; **unless an application is made to the Village Design Review Committee for the next available agenda and said sign or awning is approved by said committee in accordance with the provisions of this chapter. Otherwise,** if the sign **or awning** is not removed within said 30-day period, the city may, but shall not be required to, have such sign **or awning** removed and such owner must reimburse the city for the cost of such removal within ten days of the removal of such sign **or awning**.

Sec. 121-62. Responsibility.

The zoning officer shall be responsible for receiving applications and fees for sign and awning permits, for conducting initial staff review of such applications for completeness, for advising applicants that they are encouraged to appear before the villages design review committee on behalf of their applications, for forwarding such applications to the village design review committee for review and for issuing sign and awning permits when all required procedures and approvals are satisfactorily completed and fees paid.

Sec. 121-64. Application procedure.

Application for a sign permit or an awning permit shall be made upon the form provided by the zoning officer and shall contain, or have attached thereto, the following information:

- (1) Name, address, and telephone number of applicant;
- (2) Name, address, telephone number and proof of business license of person or company who shall erect the sign or awning;
- (3) Address of building, or property upon which sign or awning is proposed to be erected;
- (4) Written consent, of the owner of the property on which the sign or awning is to be located, for erection or placement of sign or awning ;
- (5) Copy of the approved master sign plan, if applicable;
- (6) Photographs of adjacent buildings and/or sites clearly showing the character of the surrounding area and of nearby signs or awnings;
- (7) Photographs of the building or site on which the sign or awning is proposed to be placed;
- (8) Scaled, dimensioned drawing of the proposed sign or awning ;
- (9) Scaled drawing of building facade, showing the actual size and location of the proposed sign or awning in proportion to and in relation to the existing building or the building to be constructed;
- (10) Information regarding method of construction and placement of sign or awning;
- (11) Description or samples of sign or awning materials and colors;
- (12) As part of the permit application for any awning or awning sign the applicant shall sign an acknowledgement and agreement to keep the awning clean and in good condition, in accordance with the provisions of this chapter.
- (13) Other information the zoning officer may require to demonstrate full compliance with all applicable provisions of this Code.

Sec. 121-65. Initial staff review.

The zoning officer shall review all sign **or awning** permit applications for compliance with this chapter, and shall forward all complete sign **or awning** applications to the village design review committee for placement on the next agenda.

Sec. 121-66. Design review—Generally.

The village design review committee shall, in public meeting, review all sign **and awning** applications as to compliance with the provisions of this chapter and for compatibility with its design guidelines and the theme and overall character to be achieved in the area. Because signs **and awnings** are so nearly a part of the buildings to which they are attached or pertain, the village design review committee shall assure, through the review process, that signs **and awnings** are appropriately fit to, and are not incompatible with the architecture of, their host premises. The village design review committee shall report its approval or denial of the application to the building inspection superintendent, who shall not issue a sign permit **or awning permit** without approval of the application by the village design review committee.

Sec. 121-67. Same—Time limitation.

If within 45 days (or such longer period of time as may be agreed upon by the applicant and the village design review committee) of the applicant's submittal to the zoning officer of a complete application for a sign permit **or awning permit**, including all required information and materials, the report of the village design review committee is not submitted to the building inspection superintendent, the application shall be considered approved by the village design review committee as submitted, and the building inspection superintendent shall issue a sign permit **or awning permit** if all other requirements of this chapter have been satisfied and the appropriate fee paid.

Sec. 121-68. Fees.

Each sign **or awning** permit application shall be accompanied by a check made payable to the city or cash in an appropriate amount, as established by resolution of the city council. This fee shall defray the cost of processing sign **or awning** permit applications, and shall be charged in addition to any building permit fee, electrical permit fee, or any other fee associated with the approval of a proposed or existing development. Incidental and temporary signs shall not require a sign permit or payment of a sign permit fee.

Sec. 121-69. Time limitation, sign permit.

If the work authorized under a sign **or awning** permit has not been completed within six months following the date of issuance, such permit shall become null and void and any partial construction removed by the permittee.

Sec. 121-70. Revocation.

The building inspections superintendent is authorized and empowered to revoke any sign **or awning** permit upon failure of the permit holder to comply with any provision of this chapter.

Sec. 121-99. Required.

A development site containing an existing or proposed office park, shopping center, building, or group of buildings that contains multiple businesses, institutions, or other arrangement of multiple nonresidential uses shall have a master sign plan which, if not approved as part of a master development plan by the city council or planning commission as part of the zoning or rezoning of the site, shall be subject to approval by the village design review committee, prior to application for any sign or awning within its boundaries. All sign or awning permit applications pertaining to such development sites shall be reviewed in light of such approved plans. Sign and awning permit applications reviewed under authority of a master sign plan shall be subject to the following:

- (1) All general business signs existing prior to submission of the master sign plan, whether or not such signs conform to the provisions of this chapter, shall be counted toward the permitted aggregate display area of general business signs.
- (2) The master sign plan shall apply to all businesses within a related project, even if the properties have been subdivided.
- (3) The master sign plan may be more restrictive with respect to sign or awning size and placement, than set forth in article I of this chapter.

Sec. 121-102. Content.

A master sign plan shall consist of a site plan of the development site, and building elevations, at a scale of no less than one-eighth inch equals one foot zero inches, showing:

- (1) The location of buildings, parking lots, driveways, and streets, and building elevations.
- (2) Sign bands and other sign and awning locations on buildings, as applicable.
- (3) Dimensioned locations and sizes of all general business signs and incidental signs, existing and proposed, by type of sign, as well as all awnings, existing and proposed.

Sec. 121-103. Amendment.

Application for amendment to a master sign plan shall be made only by the owner of the development site or an authorized agent, and shall include written evidence of approval of the amendment from all affected tenants. Signs and awnings subsequently made nonconforming because of an amendment to a master sign plan shall be brought into compliance with the amended plan within 180 days following approval of the amended plan.

Sec. 121-135. Conditions.

Any sign that is not specifically permitted, or that does not comply with all provisions of this chapter, yet which lawfully existed and was maintained as such as of the effective date of this chapter shall be considered a nonconforming sign; the same does not hold true for an awning that does not comply with all provisions of this chapter; all awnings (existing or new) are subject to the provisions of this chapter.

Sec. 121-136. Alteration.

A nonconforming sign shall not, after the effective date of this chapter, be enlarged, structurally altered, or extended unless such sign shall be made to comply with all the provisions of this chapter. A nonconforming sign may not be replaced by another nonconforming sign. Minor repairs and maintenance of nonconforming signs, such as repainting and electrical repairs, shall be permitted. However, no changes in the location, size, or shape of any nonconforming sign shall be permitted except to make the sign comply with all provisions of this chapter. **This provision does not apply to awnings or awning signs."**

3. 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.

4. 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.

5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 11th day of March, 2024.

Council President Pro Tempore

ADOPTED: This 11th day of March, 2024.

Mayor

CERTIFICATION

I, Heather Richards, 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 March 11, 2024, as same appears in the minutes of record of said meeting, and published by posting copies thereof on March 12, 2024, 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

Sign Ordinance - Awnings

N i m r o d L o n g

A n d A s s o c i a t e s

L O N G

L a n d P l a n n e r s

L a n d s c a p e A r c h i t e c t s

U r b a n D e s i g n e r s

March 7, 2024

Mr. Sam Gaston
City of Mountain Brook
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213

Dear Sam:

Nimrod Long and Associates is pleased to provide this proposal for landscape design services for the extension of the Irondale Trail. We look forward to working with the Park Board to add another link to the city's trail system.

It is our understanding that the proposed trail extension should continue with the same character and materials as the existing Irondale Trail and Nature Trail. The new trail will follow the eastern side of Shades Creek between Stone River Road and Wilderness Road. The trail is intended to be for pedestrians only and the proposed walking surface will be aggregate similar to the Irondale Furnace Trail. Because of the natural drainage along the stream, the design of the new trail must also address surface storm water.

We will provide design services to include layout of the proposed centerline of the trail and means to address surface drainage above and crossing the trail. As we've done recently at the new Chief's Trail in Jemison Park, we will walk the site to determine the best routing for the trail and stake a centerline for your surveyor to record. We will develop a drawing based on the surveyed centerline and develop details for the trail surfacing and drainage. Documents will be prepared in a format suitable for competitive bidding.

Our services do not include the cost of the survey. If the extent of the proposed work requires ADEM permitting, the cost of the permit and monitoring are not included in this fee proposal. We will assist the Park Board in getting a fee proposal for survey costs and additional permit costs from the engineer of your choice.

It is my understanding that the city may pursue a Recreational Trails Grant from ADECA to cover a portion of the cost to construct the trail. As part of our services, we will assist you in preparing the grant proposal and gathering the required submittals.

Irondale Trail Extension
March 7, 2024

We propose to provide these services based on a lump sum fee not to exceed \$19,250.00. Reimbursable expenses are in addition to fees and include the cost of travel, copying, postage, and multiple sets of bid documents. Fees for work completed and reimbursable expenses will be invoiced monthly.

We look forward to the opportunity of working with the city on this project. If you have any questions or comments about the ideas presented in this proposal, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Eliason", with a long horizontal flourish extending to the right.

Joel Eliason, ASLA
President

CITY OF MOUNTAIN BROOK



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879.6913
slatent@mtnbrook.org
www.mtnbrook.org

DATE: March 11, 2024

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Zoning Adjustment Appointment

The Board of Zoning Adjustment has an open position after Richard Simonton chose not to serve another term. I have included the application of Marta Self for your consideration.

City of Mountain Brook

Public Service Application

Date: 09/27/2023

Name: Marta M. Self

Phone Number: (205) 369-8764

Email: marta.self@gmail.com

Address: 2808 Hastings Rd Mountain Brook, AL 35223

How long have you been a resident of Mountain Brook? 5 years (moved in 2019)

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustment	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	O'Neal Library Board
Environmental Sustainability (Bee City)		

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

<i>Name of Board</i>	<i>Dates Served</i>
n/a	

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

<i>Name of organization</i>	<i>Dates Served</i>	<i>Title, Specific Projects, or Other Info.</i>
University of Pennsylvania Alumni Club of Alabama	2018-present	President
Workshops Inc.	1995-2022	Board member, 2022 Board Chair
YMCA of Greater Birmingham	2019-present	Board Director
YMCA Roebuck (Northeast)	2020-2022	Capital Campaign Cabinet member
Center Creek Capital*	2022-present	Advisory Board

* Real Estate Investment Firm focused on affordable rentals, based in Washington DC. Properties are located in low-to-moderate income census tracts, and there is no conflict with Mountain Brook, AL.

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

For a couple of years my husband and I were seeking an opportunity to move to Mountain Brook, looking to renovate or build. We finally bought our (tear-down) property in 2018, around the Mountain Brook Elementary area. During those years I became an avid reader of the BZA packets, in order to familiarize myself with the city's processes and zoning. I met with Dana Hazen a couple of times, and was impressed by the work she and the BZA do. Dana's knowledge, solicitude and professionalism spoke volumes about the city and how it is run. I believe zoning regulations and architectural/building standards are essential to sustain the quality of life and property values in the city, and Mountain Brook is in good hands with the BZA.

What specific objectives would you work towards as a member of the selected board?

I am looking forward to serving the city, becoming a more active member of this community that has welcomed our family well, and using my talents and interests to add value to the BZA. I believe it is important to make well-balanced zoning decisions to maintain cohesiveness, harmony, and proper land use in our city. In my view, the board does a tremendous job in balancing hardships and desires of homeowners with the overall integrity and standards of the community in all its decisions, and it would be my honor to learn from the experience of the existing board members and city staff, and continue to support and grow their impact on Mountain Brook, its streets, and its residents.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

While I have no formal education in urban planning, civil engineering, or architecture, I have always been interested in those disciplines. I seek to, in my personal and professional life, get involved, learn more, and apply learnings in these areas. I have personal hands-on involvement with planning and renovating two houses, and building one from the ground up in Mountain Brook. On a professional level, I serve on the advisory board of a real estate investment firm that builds and renovates homes, and in my work at the Regions Foundation I am keenly aware of community development issues and how zoning regulations can spur, or hinder, progress and success.

Other qualifications that make me a desirable candidate to the BZA are: strong analytical ability, team work orientation, attention to detail, quick learning skills, management and complex decision making experience. Those skills and experiences, as an industrial engineer, business strategy consultant, or in various roles at Regions Bank - while not directly tied to urban planning - are transferable and applicable to the work of the BZA.

I will also benefit the board by bringing the perspective of a homeowner who has interacted with the Planning, Building and Sustainability department in the past years, and has an understanding of the delicate balance of zoning decisions in the overall health of the city, from obvious impacts in aesthetics and design, to less visible issues such as water management and long-term compounding of adjustments over the decades.

Certification

By initialing here (MS), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

Marta Mendes-Miguel Self

Printed Name of Applicant



Signature

09/28/2023

Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

Marta Mendes-Miguel Self
2808 Hastings Rd Birmingham, AL 35223
205-369-8764 marta.self@gmail.com

PROFESSIONAL EXPERIENCE

DRIVING ACTION, CHANGE, AND IMPROVEMENT, FROM THE FACTORY FLOOR TO C-LEVEL STRATEGIC ISSUES TO BROAD ECONOMIC DEVELOPMENT. ALWAYS WITH PURPOSE, INTELLECTUAL POWER, AND POSITIVE RELATIONSHIPS.

REGIONS BANK

Birmingham, AL, USA

***Executive Director of the Regions Foundation and Head of Corporate Philanthropy* 2019- present**

- Manages the Regions Foundation and Regions Bank's strategic philanthropic investments, shaping grant making and investments through values, vision, leadership, and results-driven strategy.
- Primary face of the Foundation and strategic partner of the Bank's community relations, leading purpose-led and performance-driven strategies.
- Works with managers in 15 states to craft or elevate local philanthropic plans, leading decisions based on the effectiveness and health of its nonprofit partners vis-a-vis each community's unique needs.
- Focused on identifying, supporting, and growing initiatives that eliminate barriers to prosperity in the areas of Education & Workforce Readiness, and Community & Economic Development.

***SVP Bank Secrecy Act (BSA) and Anti Money Laundering (AML) Oversight & Outreach* 2019**

- Established the functions of advisory and oversight of the Corporate Line of Business BSA/AML risks.
- Developed enhanced Anti-Bribery Anti-Corruption (ABAC) Framework increasing the program's effectiveness.

***SVP Enterprise Risk Management – Office of Resolution Planning* 2013 –2018**

- Lead the development and submission of regulatory-required Resolution Plans (Living Wills): annual plan includes an expansive and detailed view of the company, in compliance with Dodd Frank Act (DFA) regulations, Federal Reserve System and the Federal Deposit Insurance Corporation (FDIC) new rules.
- Prepared presentation for the Board of Directors annual approval and presented it to C-level Committee.
- Main interface with regulators, delivering presentations, compiling and providing detailed backup evidence, including financial model documentation. No regulatory findings issued under my leadership.

***SVP - Marketing Strategy Development Management* 2007 –2013**

- Managed Marketing for Consumer Lending
 - Led restart of active lending marketing post banking crisis.
 - Expanded a targeted and multi-channel Direct Marketing pre-approved program working with LOB and credit policy with return on investment over 200%, despite difficult lending environment.
- Developed messaging/media strategy, and managed marketing for the launch of 'Now Banking' – a new suite of financial products catering to the underserved segment.
- Created and managed Multicultural Marketing programs and integrated them into BAU marketing.

***VP – Internal Management Consultant* Feb 2006 –2007**

- Managed integration projects for the Regions-AmSouth merger integration in the areas of Treasury Management, International Banking, and Trust. Coordinated merger marketing communications program.

ROHM AND HAAS

Philadelphia, PA, USA

***Global Business Development Manager* Oct 2004- Jan 2006**

- Managed all portions of business generation from the ground-up of four ideas. Lead two into business cases, modeling valuation scenarios. One idea has received first round of funding.

BAIN & COMPANY

Consultant

Sao Paulo, Brazil

2003-2004

Summer Associate

London, UK

Summer 2002

Associate Consultant

Sao Paulo, Brazil

1999-2001

- Performance improvement: delivered performance boosting plan for clients in the Airline and Chemicals Industry, focusing on more efficient procurement, reduced working capital and streamlined processes.
- Shared services rationalization: Carried out extensive benchmarking among peers and developed cost cutting strategies, dashboard metrics and timetables for clients in Chemicals and Consumer Goods fields.
- M&A: worked on deals performing due diligence and valuation.
- Change management: supported executives during change, created metrics and performance dashboards.
- Business Development: worked with clients on reorganizing portfolios and aligning R&D and sales for growth strategies. Work included market niche strategies, competitive gap analysis and organizational assessment.

MARS

Process Engineer

Porto Alegre, Brazil

1997-1998

New Products Development

Mogi Mirim, Brazil

1996-1997

- Designed the manufacturing process for a US\$14 million new pet food plant, developing a flexible and innovative layout. Coordinated the new plant start-up and trained the first shift of 75 people.
- Expanded the canned cat pet food product line by leveraging Mars' Research and Development resources around the world.

NABISCO

Manufacturing Line Manager

Piracicaba, Brazil

1994-1996

- Managed production and maintenance teams, responsible for two product manufacturing lines and a direct team of 52. Coordinated production trials for new products together with marketing team.

EDUCATION

THE WHARTON SCHOOL, University of Pennsylvania
Philadelphia, PA

Master of Business Administration

2001 to 2003

- Awarded merit scholarship by *Fundação Estudar*, sponsored by the largest Brazilian Private Equity firm

UNIVERSITY OF CAMPINAS (UNICAMP)

Campinas, SP, Brazil

Post Graduate Degree in Industrial Engineering

November, 1996

Bachelors Degree in Food Engineering

December, 1994

- Graduated ranked first in Class

ADDITIONAL INFORMATION

- Portuguese native speaker, conversational in Spanish
- Board Chair at Workshops Inc., a non-profit helping people with disabilities or employment barriers enter the workforce
- Board Member at the YMCA of Greater Birmingham

CITY OF MOUNTAIN BROOK



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879.6913
slatent@mtnbrook.org
www.mtnbrook.org

DATE: March 11, 2024

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Village Design Review Committee Appointment

The Village Design Review Committee has an open position after George Israel vacated his seat. His term runs until May 29, 2024. I have included the application of Kleo Cathryn Gorman for your consideration.

***City of Mountain Brook
Public Service Application***

Date: 7/13/22 Name CleoKathryn Gorman

Phone Number: (205) 317 - 3996 Email: cgorman@trojb.design

Address: 3613 Mountain Lane Mountain Brook, AL 35213

How long have you been a resident of Mountain Brook? 26 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review x	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
NA	

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Canterbury United Methodist	2000-present	Various – Church Council, VBS, etc.
Junior League of Birmingham	1996 - present	Chair, Corporate Sponsorships
Operation New Birmingham	1998 - 2004	Various community activities

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

My interest in the Village Design Review Committee is related to my professional role as partner in a regional architectural firm. While my firm's niche is healthcare design, our strategies for our clients are more comprehensive, promoting full scale community planning for best outcomes in development. The details matter. The experience of a place can be made special or rather can become negative based on choices made (or left to chance) early in planning and construction. Exterior signage, color palettes, and maintenance are a few examples of those choices.

What specific objectives would you work towards as a member of the selected board?

The environments of the villages in Mountain Brook have undergone change over the last few years, most of which has been positive. Change continues in the completion of the project in Mountain Brook Village and with the school construction, now well underway. As a member of the Villages Design Review Committee, I would work to continue the progress made while maintaining the small town charm enjoyed by residents and visitors alike.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I am qualified to serve on this board, due to my thirty years of experience representing design firms, now serving as a partner for the past six years. I have worked with clients, partner consultants, and contractors to achieve best outcomes in projects, the details of which have included budget, schedule, codes, and design strategies. I am a respectful people person who cares about community. My two daughters have grown up in Mountain Brook and we continue to have pride in this place!

Certification

By initialing here (CKG), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

Cleo Kathryn Gorman
Printed Name of Applicant


Signature

7/13/22
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

Cleo Kathryn Gorman

3613 Mountain Lane, Birmingham, AL 35213
cgorman@trojb.design (e) | 205-317-3996 (c)

EDUCATION

Winthrop University, Rock Hill, South Carolina | Bachelor of Arts, 1984
Presidential Hostess, Sigma Sigma Sigma sorority vice president 1983, Young Alumnus of the Year 1988

PROFESSIONAL/CIVIC ACTIVITY

American College of Healthcare Executives (ACHE) | since 2004, past president Alabama Chapter Society for Commercial Real Estate Women (CREW) | since 2019
Marketing Professional Services (SMPS) | twice past president Alabama Chapter
Associated Builders & Contractors (ABC) | task force to choose new ad firm
Operation New Birmingham, hosted regional planning conference committee mtgs
UAB Healthcare Symposium | conference committee
Canterbury United Methodist Church | church council
Junior League of Birmingham | sustainer

EXPERIENCE

TRO Jung | Brannen, Birmingham, AL | August 1996 – Present | Partner/Dir. of Marketing & Business Development

Accomplishments include:

- Securing more than \$600M in healthcare construction, yielding more than \$6M in professional design fees
- Promoting southeastern growth strategy with new commissions in four states
- Diversifying and broadening firm's relationship base with healthcare clients, consultants, and contractors
- Leading the new leadership team through website and social media communications development
- Contributing to corporate rebranding exercise upon two-firms merger
- Strengthening internal communication with corporate representatives
- Raising the quality level of portfolio photography
- Conceiving and producing the firm's first ever video client testimonials and three subsequent marketing videos
- Publishing articles in Birmingham Business Journal, Portico, and Medical Construction & Design magazines

Responsibilities include:

- Marketing and business development across seven states region
- Marketing and business development for Tampa office
- Developing regional annual marketing budget and broad business development strategy
- Generating leads in appropriate target markets
- Networking with prospects, clients, contractors, engineers, strategic design partners, and others
- Representing the firm in trade shows, industry events, special presentations, and occasional public speaking
- Managing prospect, client, and project database
- Developing internal and external team building, proposal production, and presentation strategies
- Managing team-produced targeted quals packages, proposals, and presentations
- Producing design awards submissions
- Managing project photography
- Managing firm messaging across many platforms, including print, web, and social media
- Working with local and state news media for public relations
- Use of InDesign, Photoshop, Microsoft Office, Excel, Outlook, Adobe, PowerPoint, and Deltek software
- Past experience with Chamber of Commerce leadership and Economic Development activities