

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

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

APRIL 8, 2024 6:30 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 04082024).

1. Bids for the new Fire Station #2-Adam Kent of The Barrett Group (See attached information. This item may be added to the formal agenda.)
2. Indigent Attorneys Fee for Municipal Court-Heather Richards (See attached information. This item may be added to the formal agenda.)
3. Convert Memory Triangle to a clover and wildflower cover- Dana Hazen and Shanda Williams (See attached information. This item may be added to the formal agenda.)
4. Amendments to the City Code to address dirty and unmaintained awnings-Dana Hazen (See attached information. This item may be added to the formal agenda.)
5. Reappointment of Jenifer Kimbrough to the Board of Education (This item may be added to the formal agenda.)

TABULATION OF BIDS

B-20240215-911

Project Name
Mountain Brook Fire Station No. 2

Bid Due
March 20, 2024 1:00pm CST

Architect
Barrett Architecture Studio
2023 Highland Ave South
Suite 250
Birmingham, AL 35205
phone: 205.250.6161

Mountain Brook #
B-2024 0215 - 911

Bid Location
56 Church Street
Mountain Brook, AL 35213

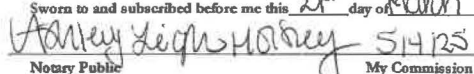
BIDS SHALL BE VALID FOR:
CONSTRUCTION DURATION:

Sixty (60) Days
Project Completion: 365 Calendar Days

CONTRACTOR	Murray Construction	Stewart Perry	Stone Building Company	WAR Construction, Inc.
	1900 28th Ave S. Birmingham, AL 35209 205.802.3917 GC Lic. #44167	4855 Overton Road Birmingham, AL 35210 205.414.6000 GC Lic. #13548	8011 Liberty Pkwy Vestavia Hills, AL 35242 205.328.8300 GC Lic. #51438	4300 Joe Mallisham Pkwy Tuscaloosa, AL 35403 (205) 758-4723 GC Lic. #
ENVELOPE INFORMATION	GC NAME Murray GC Lic. # 44167 NAME OF PROJECT ✓ MTN BK PROJECT # ✓	GC NAME Stewart Perry GC Lic. # 15548 NAME OF PROJECT ✓ MTN BK PROJECT # ✓	GC NAME Stone Building, LLC GC Lic. # 51438 NAME OF PROJECT ✓ MTN BK PROJECT # ✓	GC NAME GC Lic. #
BID FORM	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	no bid
ALTERNATE FORM	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
UNIT PRICE FORM	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
ALLOWANCE FORM	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
Addenda ONE - FOUR	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
SALES TAX PROPOSAL FORM	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
GENERAL CONTRACTOR LICENSE (COPY)	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
BID BOND	✓ Yes ___ No	✓ Yes ___ No	✓ Yes ___ No	
BONDING COMPANY OR BID DEPOSIT	Hartford Fire Insurance Company	Philadelphia Indemnity Insurance Company	Fidelity and Deposit Company of Maryland	
UNIT PRICE #1 Description Below	\$ 17.21	\$ 16.00	\$ 16.00	
UNIT PRICE #2 Description Below	\$ 21.51	\$ 20.00	\$ 20.00	
BASE BID ON PROPOSAL	\$ 7,642,162.00	\$ 7,825,000.00	\$ 7,556,477.00	
ENVELOPE ADJUSTMENT	\$ 100,000.00	\$ (40,000.00)	\$ (400,000.00)	
ADJUSTED BASE BID	\$ 7,742,162.00	\$ 7,785,000.00	\$ 7,156,477.00	
ALTERNATE #1 Description Below	\$ 344,886.00	\$ 461,000.00	\$ 283,797.00	
ENVELOPE ADJUSTMENT	\$ (33,564.00)	\$ -	\$ -	
Subtotal	\$ 8,053,484.00	\$ 8,246,000.00	\$ 7,440,274.00	
ALTERNATE #2 Description Below	\$ 51,204.00	\$ -	\$ 36,479.00	
ENVELOPE ADJUSTMENT	\$ 19,858.00	\$ -	\$ -	
Subtotal	\$ 8,124,546.00	\$ 8,246,000.00	\$ 7,476,753.00	
ALTERNATE #3 Description Below	\$ 170,824.00	\$ 165,000.00	\$ 158,747.00	
ENVELOPE ADJUSTMENT	\$ -	\$ -	\$ -	
Subtotal	\$ 8,295,370.00	\$ 8,411,000.00	\$ 7,635,500.00	
ALTERNATE #4 Description Below	\$ 53,105.00	\$ 50,000.00	\$ 49,445.00	
ENVELOPE ADJUSTMENT	\$ (2,883.00)	\$ -	\$ -	
Subtotal	\$ 8,345,592.00	\$ 8,461,000.00	\$ 7,684,945.00	
ALTERNATE #5 Description Below	\$ 5,647.00	\$ 13,000.00	\$ 5,560.00	
ENVELOPE ADJUSTMENT	\$ -	\$ -	\$ -	
Subtotal	\$ 8,351,239.00	\$ 8,474,000.00	\$ 7,690,505.00	
TOTAL BID W/ ALTERNATES	\$ 8,351,239.00	\$ 8,474,000.00	\$ 7,690,505.00	

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS RECEIVED ON THE CAPTIONED PROJECT.


Adam Kent, AIA
Barrett Architecture Studio

Sworn to and subscribed before me this 20th day of March, 2024.

Ashley Leigh Horney 514125
Notary Public My Commission Expires

Unit Price Descriptions:	
Unit Price #1:	Excavation/Removal of Soil Materials (CYIP)
Unit Price #2:	Placement of Engineered Fill Materials (CYIP)
Additive Alternates:	
Alternate #1:	Finish out 2nd Floor
Alternate #2:	Infrared Sauna
Alternate #3:	Dorm Furniture
Alternate #4:	Brick Pavers at Sidewalks and Patios
Alternate #5:	Asphaltic Seal Coat



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
www.mtnbrook.org

Memorandum

Date: April 5, 2024
To: Mayor/City Council
Subject: Indigent Defense Pay
From: Heather Richards, City Clerk

All courts within the state are required to provide counsel to indigent defendants. At the municipal level, these indigent defense attorneys (Public Defenders) are paid solely from the Fair Trial Tax. (The city does not pay for indigent attorneys with city funds.) The Fair Trial Tax, among other things, are collected from tickets and misdemeanor cases. Historically, our Public Defenders filled out an attorney fee declaration form in order to get reimbursed. This form is generated by the state and is utilized by Circuit and District Courts. The form specifies that a Public Defender can only charge \$70 an hour per client.

Our Judge and Magistrate Supervisor would like to offer the Public Defenders a flat fee as opposed to the Attorney Fee Declaration of \$70 an hour per client. Concerned with the legality of choosing a flat fee versus the attorney fee declaration, I had our Magistrate Supervisor conduct research. She spoke to Erick Locke with the Alabama Office of Courts and Christopher Roberts of the Office of Indigent Services. They both stated that each municipality can choose how they would like to pay their indigent council. The attorney fee declaration form is not necessary at the municipal level.

The proposal: \$300 per Public Defender, per court date (We currently have two public defenders and four court dates a month) Monthly cost: \$2,400

We typically collect around \$4,000 a month for the Fair Trial Tax; however, there could be a low month. The resolution can be worded in such a way that we could pay \$300 per court session per attorney OR the amount of the Fair Trial Tax collected for that month, whichever is lesser. (Anything left over from the Fair Trial Tax collected, after paying the Public Defenders, is sent back to the state)

I also asked our Magistrate Supervisor to reach out to the neighboring cities to see where they stand regarding their indigent defense pay. Here are the results:

- Vestavia – has 2 indigent attorneys (total paid \$6,000 a month)
- Trussville – has 1 indigent attorney (total paid \$3,500 a month)
- Homewood – has several attorneys (pays \$105 per attorney per court night)

If approved, we would like to start in May with the flat fee. The main points to consider are:

1. This has a neutral effect on Mountain Brook financially (This is paid solely from the Fair Trial Tax collected from tickets and misdemeanor cases).
2. AOC and OIS stated it is up to the municipality to determine indigent counsel pay.
3. We will ensure we do not outspend the Fair Trial Tax fund collected for that given month.
4. This keeps us competitive with our municipal courts regarding indigent defense pay.

RESOLUTION NO. 2024-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the rate of pay for indigent defense services to be \$300 per indigent defense attorney per court session at which he/she presides, or the amount of the Fair Trial Tax collected for that given month, whichever is lesser. This shall become effective May 1st 2024.

ADOPTED: This 8th day of April, 2024.

Council President

APPROVED: This 8th day of April, 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 a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 8, 2024, as same appears in the minutes of record of said meeting.

City Clerk



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: April 8, 2024

TO: Mayor, City Council, City Manager, City Attorney

FROM: Dana Hazen, City Planner

RE: Memory Triangle – Pollinator Habitat

The current sewer project in Memory Triangle has left the triangle in an uprooted vegetative state (aka, no-grass-one-tree). Shanda and I have been coordinating on an idea to take advantage of this “clean slate” - a plan to go back in with a ground cover that will benefit pollinators, instead of going back in with grass.

The plan is to use a native seed mix that will stabilize the soil, prevent run-off, and provide vegetation that will support a wide variety of pollinators and birds. The proposed seed mix has been specifically designed for this triangle by Roundstone Native Seeds, the same company that the city used to help design the seed mix for the recent Jemison Park restoration.

Proposed is a 10-foot wide semi-formal grassy turf strip around the perimeter of the triangle. This strip is to be maintained at a short height in order to keep taller species away from the triangle edge and the vehicular sight lines; also to establish the perception of an intentional landscaping with an orderly design.

The interior of the island would be planted with a seed mix of native long-grasses (season 1) and native windflowers (blooming in season 2).

This change in vegetation for the triangle would have a more relaxed (less formal) look to it than what has traditionally grown in this location. This concept has support from the Board of Landscape Design and the Environmental Sustainability committee, with the understanding that it is an “experimental” project, the outcome of which, and the public response to it, is anticipated to be a “mixed review.” It is anticipated that the city would utilize social media, the website, and The Reporter to let the public in on what’s happening in the triangle and why, and emphasize how it ties in with the city’s Bee City USA program.

This plan could serve as an interim solution while the city explores the idea of a more permanent and formal form of a pollinator/teaching pedestrian garden at Memory Triangle, or it may serve as a more permanent approach, or it may be scrapped if it proves to be undesirable in the long run.

The total cost for the clover, grasses, millet, and wildflower blend is \$400.00. See attached illustrations for species “visuals” and for a list of the proposed seed mix from Roundstone Native Seeds.

Memory Triangle Pollinator Habitat







Memory Triangle

Phase 1 – Long Grasses

Perimeter of Triangle:

- Buffalo Grass, low-cut for semi-formal boundary

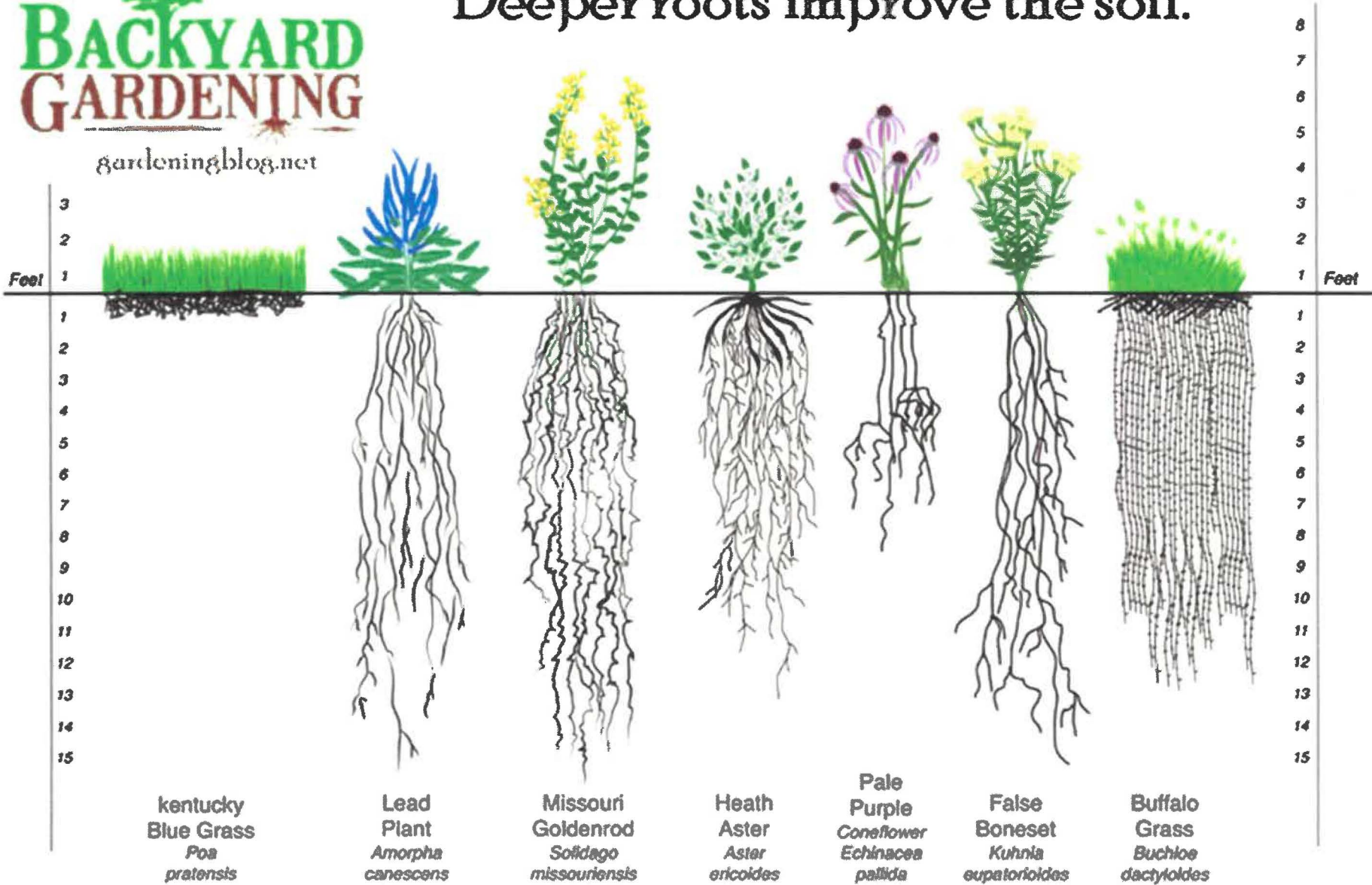
Interior of Triangle:

- Brown Top Millet
- Purple Lovegrass
- Side Oats Grama



Buffalo Grass – 10-foot wide border around perimeter of Triangle;
May be mowed short after bloom period; deep roots.

Deeper roots improve the soil.



kentucky
Blue Grass
*Poa
pratensis*

Lead
Plant
*Amorpha
canescens*

Missouri
Goldenrod
*Solidago
missouriensis*

Heath
Aster
*Aster
ericoides*

Pale
Purple
Coneflower
*Echinacea
pallida*

False
Boneset
*Kuhnia
eupatorioides*

Buffalo
Grass
*Buchloe
dactyloides*



Brown Top Millett

Phase 1 – Memory Triangle

This millet would come up first in order to stabilize the topsoil, discourage weeds, and provide some green in the initial phase, while the other seeds are germinating.

This recent photo is from Jemison Park, where Brown Top Millett is on display.



Brown Top Millett at Jemison Park

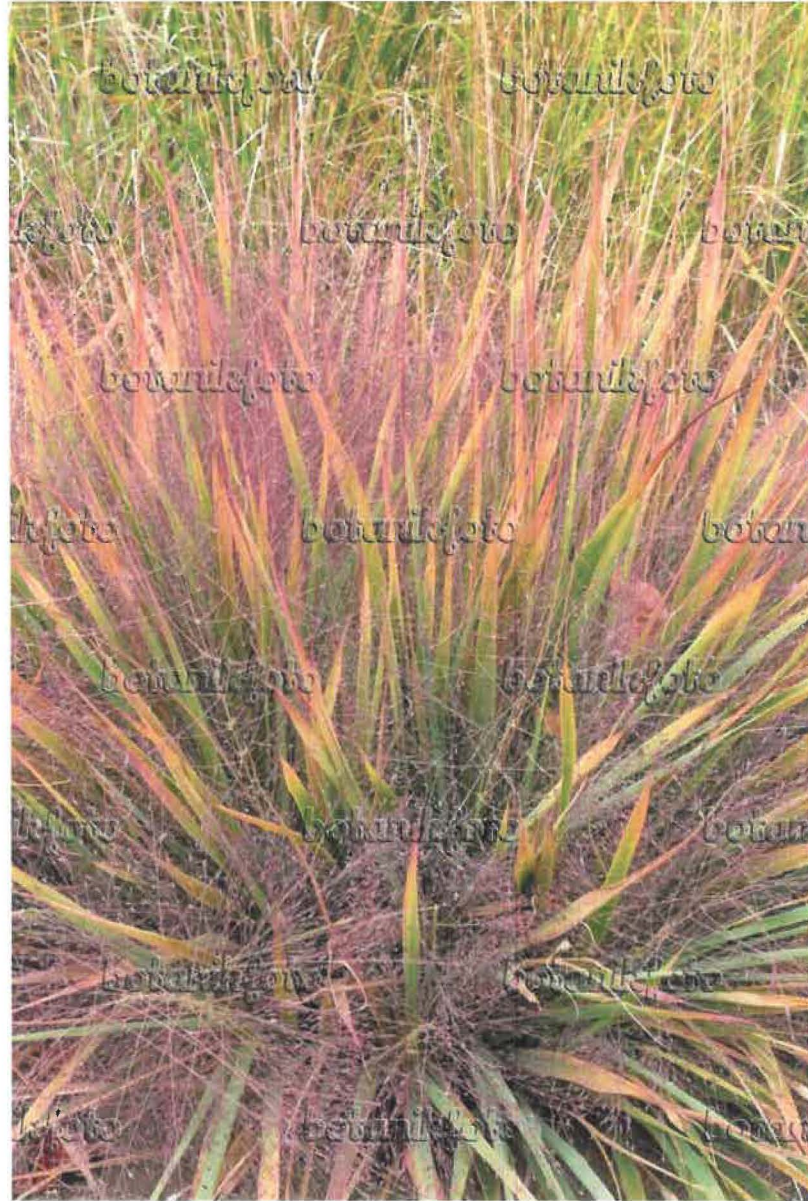
Phase 2 – Memory Triangle



Purple Love Grass

First of 2 native long grasses that would show in the first season.

Reddish purple flowers rise above the foliage in late summer. Attractive throughout the growing season, the light green foliage turns stunning bronze-red in autumn.



Phase 2 – Memory Triangle



Side Oats Grama

Second of 2 native long grasses that would show in the first season.

Memory Triangle

Phase 2 – Wildflower Mix

Perimeter of Triangle:

- Buffalo Grass, low-cut for semi-formal boundary

Interior of Triangle:

- 14 Types of blooming forbs, blooming at differing times; spring - fall

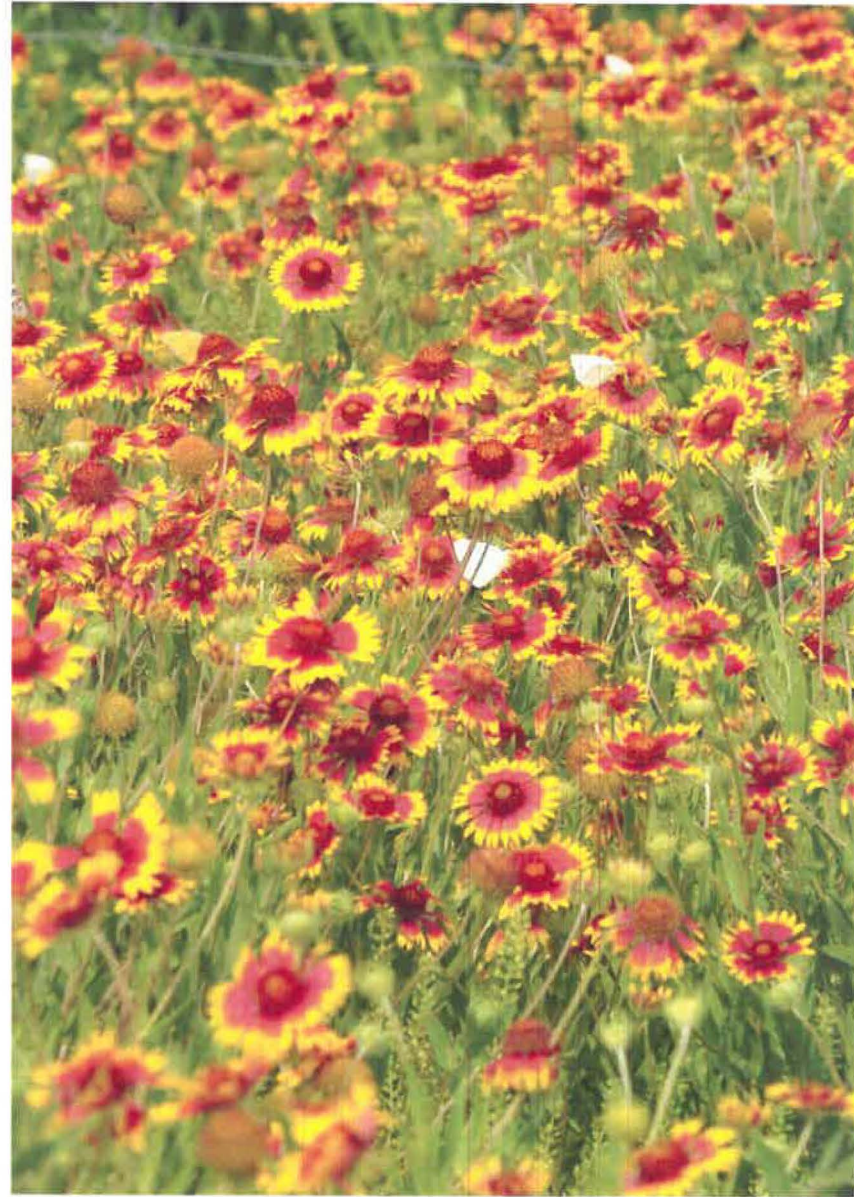


Orange Butterfly Milkweed;
Host to Monarch Butterfly





Slender Mountain Mint



Red/Yellow Indian Blanket
with Moths and Butterflies



Appalachian Beardtongue



Lance Leaved Coreopsis



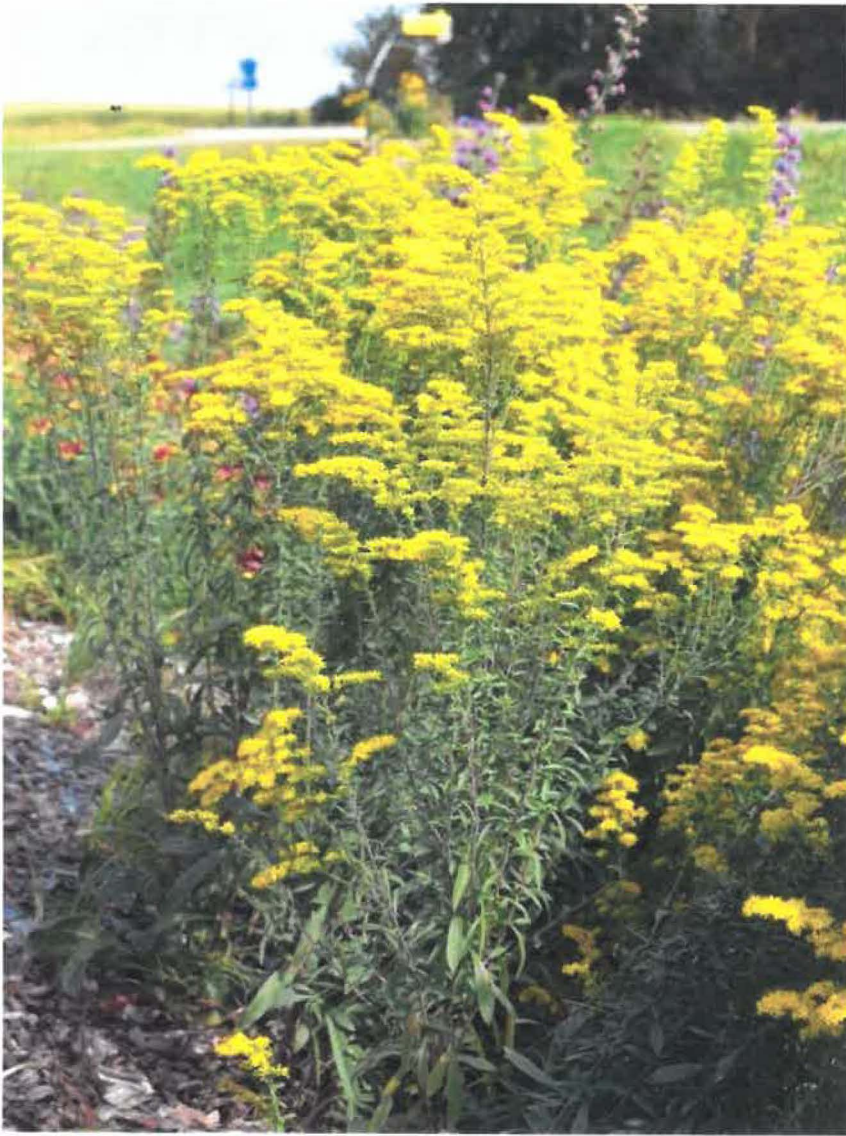
Bergamot



2006 © Peter M. Dziuk



Spiderwort



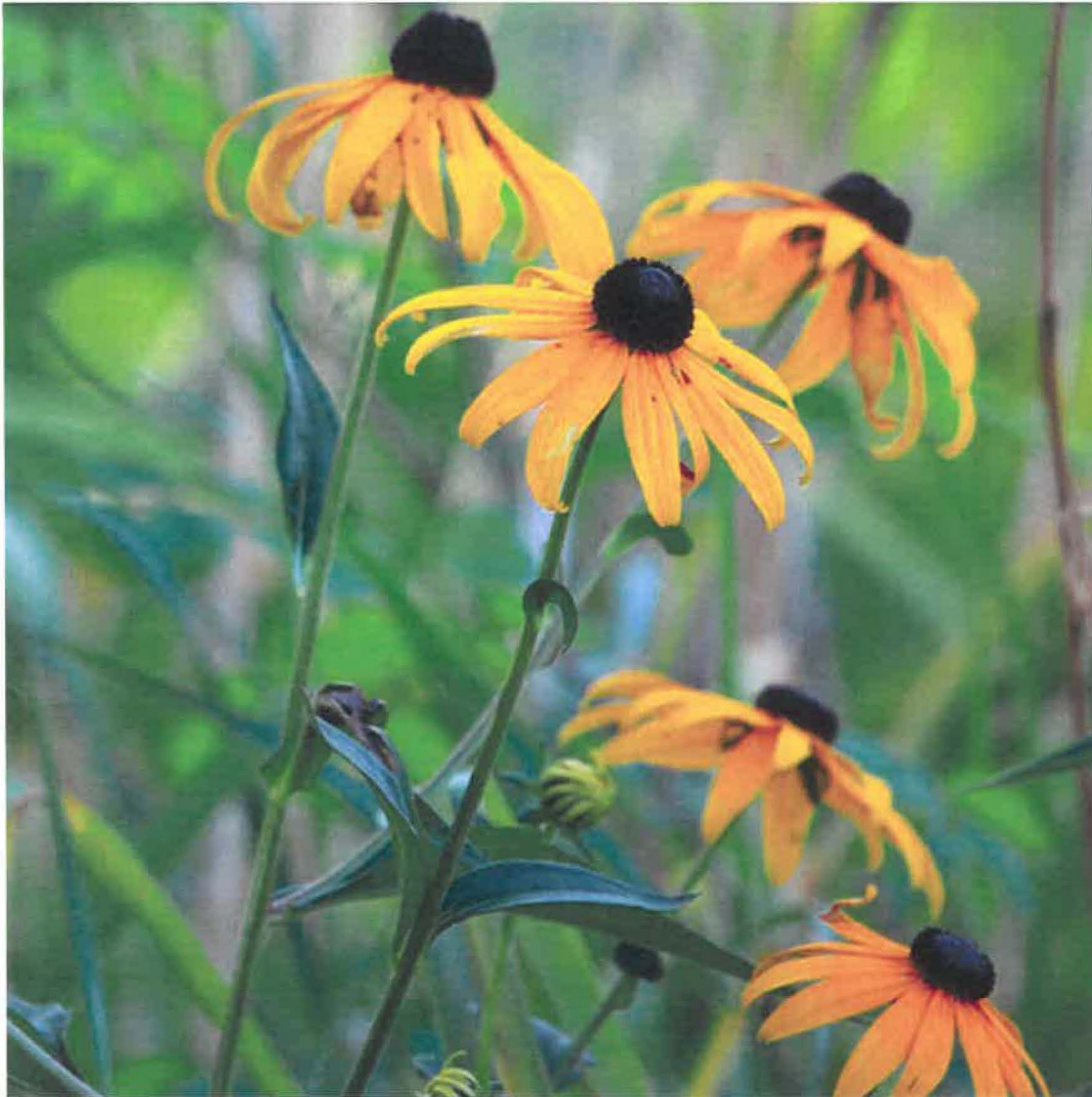
Grey Goldenrod

Supports 181 insect species



Spotted Beebalm





Black-eyed Susan

Supports 20 species of caterpillars and
29 species of specialist pollinators



Violet Lespedeza



9764 Raider Hollow Road
 Upton, KY 42784
 270-531-3034 phone
 270-531-3036 fax
Sales@roundstoneseed.com

Billing Address:
 Customer: Dana Hazen
 Address 1:
 Address 2:
 City, St, Zip:
 Phone:
 E-mail:

Quote #
CL3114-2
Date Quoted:
4/4/2024

Internal MAC: XX-XX-XX-XX
 Single Species or Mix:
 Preferred Ship Method:
 Desired Ship Date:
 Square Feet: 7,220
 Acres: **0.17**

Shipping Address (If Different):
 Customer:
 Address 1:
 Address 2:
 City, St, Zip:
 Phone:
 E-mail:

Common Name	Botanical Name	oz/ac	lbs/ac	lbs	Units	Price/unit	Cost	Handling	Total	
Buffalo Grass	Buchloe dactyloides		26.0000	4.3095	PLS	\$ 56.5000	\$ 243.49	\$ -	\$ 243.49	
Brown Top Millet	Panicum ramosum		5.0000	0.8287	Net	\$ 2.7800	\$ 2.30	\$ 2.70	\$ 5.00	
							Handling Total:	\$ -		
Freight is calculated at time of shipping									\$ -	
Handling is charged on all lines below \$5.00										
Pricing on quote is valid for 30 days.										
			Pounds/acre	31.0000					Total Pounds	5.1382
			Seed Cost/acre	#####					Seed Cost	\$ 245.79
									Order Total	\$ 248.49

Memory Triangle – Center Wildflower Zone Proposed Maintenance Schedule for 3 Years (Recommended by Roundstone Seeds)

Year 1 & 2

After planting, monitor site occasionally to see if any weeds develop. If a problem develops Roundstone can make suggestions once it is determined what is happening.

In September, mow the area to about 8"-12" high.

Year 3 - on

Monitor site for weeds. Spot treat weeds with a glyphosate if necessary.

About every 3 years (not the 3rd year following planting), lightly disturb the soil to keep grasses from dominating. Do this late winter/early spring.

It will need to be mowed once a year. If it looks attractive going into the winter, then mow in early spring. If not, mow in late fall.

This is the basic schedule. If you see a particular problem Roundstone will assist with advice.

Dilapidated 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:

Proposed enforcement changes to the municipal code (Chapter 14) drafter after last council discussion of this subject on Mar 11, 2424:

- Standard awning permit issuance fee is raised from \$50 to \$100, the extra funds to be set aside for times when the city chooses to have an awning removed (approx. \$450 for removal of canvas and frame);
- Written notice to comply with ORD provisions, giving 60 days to comply;
- If no compliance within 60 days then impose a \$500 fine, payable at annual business license renewal (*no business license renewal with occur without payment of fine*);
- In addition to the \$500 flat fine, there is a \$50/month fine for each month between the expiration of the 60-day notice and the annual business license renewal time;

Revisions to proposed municipal code changes discussed at previous council meeting on Mar 11, 2024:

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~~ **60** 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~~ **60** days of any notice by the city to do so; **also acknowledging that the city has the right to have the awning frame removed for non-compliance with the provisions of the ordinance.**
4. If the ~~30~~ **60**-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~~ **using the funds from the increased permit issuance fees for awnings.**

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.

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 **or awning** 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 60 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 **60** 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 60-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.**

If after 60 days of written notice of an awning violation of the provisions of this chapter, the business owner has not complied with the written notice, a fine shall be imposed on the business owner at the time of annual business license renewal, plus an incremental fine for each month of non-compliance between the expiration of the 60-day written notice and the annual business license renewal date, in accordance with Section [14.1](#) of the municipal code.

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, and acknowledging that**

the city retains the right to have the awning or awning sign removed for non-compliance with the provisions of this chapter, at the business owner's expense;

- (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 8th day of April, 2024.

Council President Pro Tempore

ADOPTED: This 8th day of April, 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 April 8, 2024, as same appears in the minutes of record of said meeting, and published by posting copies thereof on April 9, 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

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY CODE

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

Section 1.

“CHAPTER 14 – FEES

Sec. 14-1. Fees.

The fees to be paid to the city for the service, license or permit indicated shall be as follows. The presence of a fee in this section without a requirement elsewhere in this Code that the fee be paid shall be construed as a requirement that the fee be paid.

CHAPTER 109 BUILDINGS AND BUILDING REGULATIONS		
109-2	Building permit fees:	
109-2(a)	Where the value of construction does not exceed \$500.00, and no inspection is required	No fee
	Where the value of construction does not exceed \$500.00, and an inspection is required	50.00
109-2(b)	Where the value of construction is more than \$500.00, but less than \$1,000.00	50.00
109-2(c)	Where the value of residential construction is \$1,000.00 or more (per \$1,000.00 or fraction thereof)	10.00
	Plus an issuance fee of	50.00
	Plus additional \$1.00 fee per \$1,000.00 of value of non-residential construction as required by Ala. Act 2015-308	
	Plus an issuance fee (for non-residential awning) of	100.00
CHAPTER 129 ZONING		
121-44	Fines for non-compliance with 60-day awning violation written notice, to be collected at annual business license renewal:	
	Initial fine upon expiration of written 60-day compliance notice	500.00
	Additional fine for each calendar month of non-compliance after initial 60-day written notice period.	50.00

2. 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.

3. 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.

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

ADOPTED: This 8th day of April, 2024.

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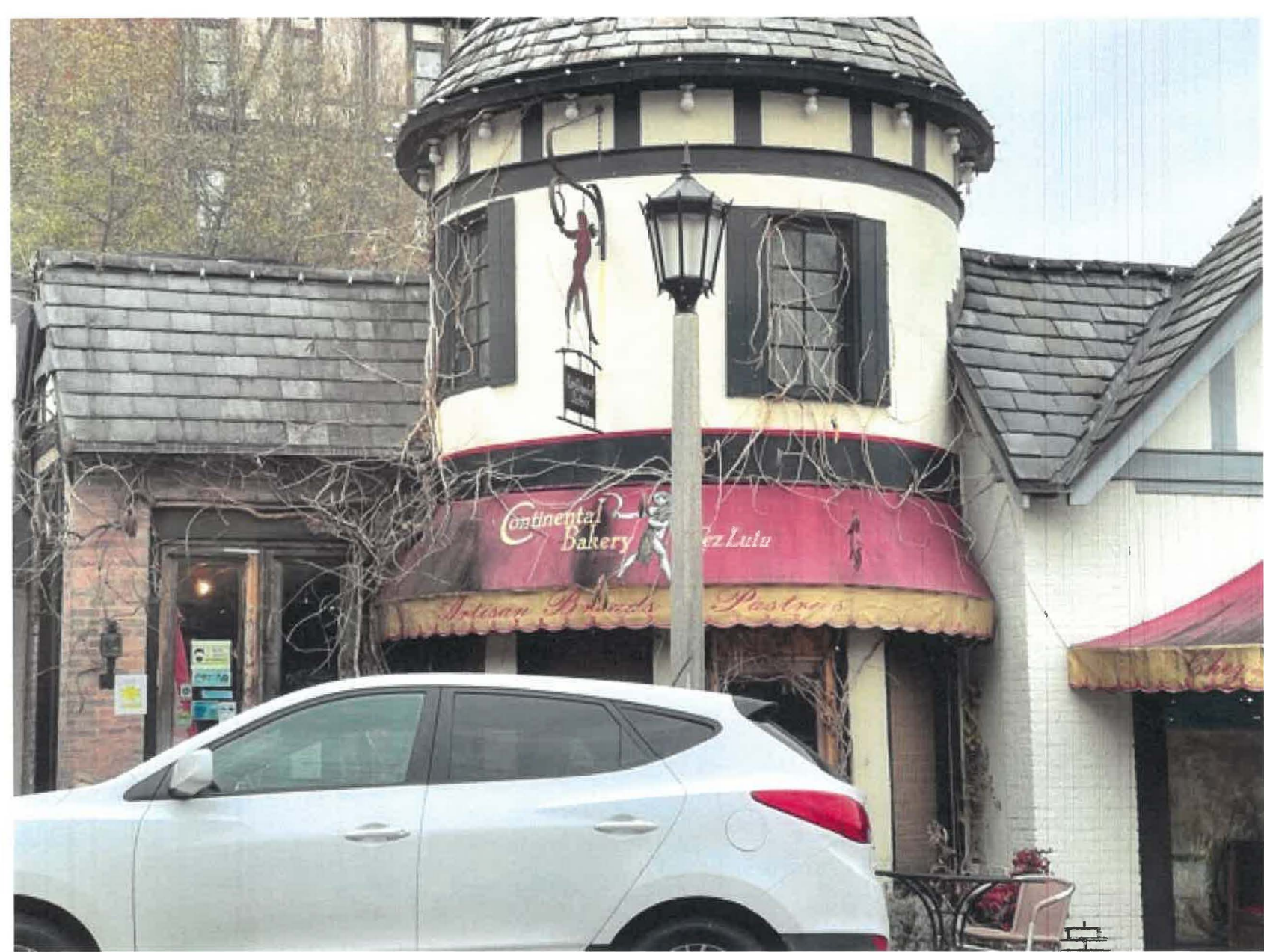
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Continental Bakery

Artisan Breads Pastries







trocadero

trocadero
HAIR SALON

15
MINUTE
PARKING
THIS SPOT
ONLY

