

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 11, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 11th day of March, 2024 (others were allowed to listen to the meeting by way of Internet video conference- no one did). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Board of Zoning Adjustment and Village Design Review Appointments

Tyler Slaten-Senior Planner

- There are two potential appointments 1) VDR and 2) BZA
- The applicants are Marta Self for BZA and Cleo K. Gorman for VDR

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-050 and 2024-051)

2. Proposal from Schoel Engineering regarding the Field #1 area fill project for additional parking

Alex Pattillo-2901 Thornhill Road

- This is a proposal to remediate the field slope behind the High School Building
- Currently it is a 2 to 1 horizontal vertical slope which does not meet ALDOT's minimum requirements
- The plans will show putting the slope back to a 3 to 1 horizontal vertical slope

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-045)

3. Guardrail recommendation for Euclid Avenue at Azalea Drive

Richard Caudle-Skipper Consultants

- Due to the crash on New Year's Day, the council wanted to pursue the installation of a guardrail in the area
- Recommended the city consult with Sain Associates

- Sain Associates was not comfortable with doing engineering work on the guardrail due to certain aspects that could not meet acceptable design standards
- If the guardrail was installed, the sight distance would need to be checked to ensure it did not block sight line
- The recommendation has not changed due to the primary of the cause of the crash was DUI and speeding (not the curve)
- If the crash had not occurred at this location, it would have occurred farther along Euclid Avenue
- The frequency of crashes over the years do not warrant the installation of a guardrail

Mitchell Leibovitz-744 Euclid Avenue

- Strongly believe a guardrail is not warranted
- A guardrail is unsightly and creates a perception that the street is unsafe
- Feels a guardrail would de-value their home

Billy Pritchard-Council President Pro Temp

- In agreement that a guardrail is not warranted
- (Council President Virginia Smith and Council Members Gerald Garner and Graham Smith were in agreement that a guardrail is not warranted)

4. Appoint City Council liaison to the Environmental and Sustainability Committee

Virginia Smith-Council President

- Graham Smith agreed to be the council liaison for the Environmental and Sustainability Committee
- Item added to the formal agenda (Motion 2024-046)

5. Finance Committee reappointment

Lloyd Shelton-Council Member

- John Doody has served two terms on the Finance Committee
- He has served with distinction and has expressed his interest to continue to serve

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-047)

6. Conditional Use for the old Chester's test kitchen site at 2037 Cahaba Road in English Village

Dana Hazen-Director of Planning, Building, and Sustainability

- The proposal is for a lunchtime operation (Sitar II)
- There has not been a lunchtime operation in the past at this location
- The proposal is to have 4 employees on site from 11:00am-1:00pm, anticipate the patrons to stay for 35 minutes
- The proposal has 17 tables with 35 chairs
- There are about 8 vacant spaces at 11:00am and 9 vacant spaces at 2:00pm in the upper parking lot
- Applicant indicates there will be a good deal of walk-up patrons

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-048)

7. ADECA grant application for Irondale Furnace Trail extension

David Giddens

- This would be an extension of the Irondale Furnace Trail
- This would be about 2,000 linear feet

Graham Smith-Council Member

- This is for the permission to apply for the ADECA grant
- The application is due in September
- Looking to apply for \$150,000

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-049)

8. Sign Ordinance amendments to address dirty and dilapidated awnings

Dana Hazen-Director of Planning, Building, and Sustainability

- Over the past few years it has been a struggle to manage unsightly awnings within the city
- There has not been anything in our ordinances or framework that states the unsightly awnings are in violation
- The proposed ordinance is requiring awning frame and fabric be securely affixed and not visibly faded or soiled
- If the awning does not comply within 30 days of written notice of the city it would need to be cleaned or repaired in order to get in in compliance
- This ordinance is written for the business owner (not property owner)
- Would operate on a complaint basis, and not go out to regularly inspect awnings

Billy Pritchard-Council President Pro Temp

- Can add to the permit that states the owner is obligated to maintain the awning
- Inquired if it could be included in the business license renewal

Dana Hazen

- When someone applies for an awning they go through the Village Design Review application
- Will amend the application with a provision that says they acknowledge they have to be in accordance with the ordinance and if they receive a letter they will act within 30 days

Gerald Garner-Council Member

- Inquired if it is put on the business owner, what is the recourse if the business owner moves out

Dana Hazen

- Does not think any traction will be made if it is placed on the property owner

Virginia Smith-Council President

- Inquired how it would work administratively if linked to the business license

Steve Boone-Finance Director/Assistant City Manager

- Could follow up if there is a complaint, then send to Revenue Department
- One problem: the revenue system does not currently have a flag to not issue business licenses if someone is in violation

Whit Colvin-City Attorney

- Like enforcement proceedings at renewals versus revocation

- If the awning is hazardous then the City has the authority to fix them
- If the awning is just an eyesore, the City does not have the authority to fix the awnings

Virginia Smith

- Will review and discuss at future council session

9. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. **ADJOURNMENT**

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:50 pm.

3. **CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on March 11, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council March 25, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MARCH 11, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:06 p.m. on the 11th day of March, 2024 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

The Council President Virginia Smith stated that a quorum was present and that the meeting was open for the transaction of business

1. COLORECTAL CANCER AWARENESS PROCLAMATION

Stewart Welch-Mayor

- Presented the Colorectal Cancer Awareness Proclamation

Hailey Hollingsworth

- Father passed away in 2022 from colorectal cancer
- Colorectal cancer is the 2nd leading cause of death in America
- It is important to get screened early

2. ARBOR DAY PROCLAMATION

Stewart Welch-Mayor

- Presented the Arbor Day Proclamation

3. CONSENT AGENDA

Council President Virginia Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the February 26, 2024, regular meeting of the City Council

2024-038	Colorectal Awareness Month Proclamation	Exhibit 1
2024-039	Arbor Week Proclamation	Exhibit 2
2024-040	Execute an agreement with United Ability, Inc. (dba Gone for Good Document Destruction and E-Waste Recycling) with respect to a community document destruction and e-waste recycling event	Exhibit 3, Appendix 1
2024-041	Accept the professional service agreement with Skipper Consulting Inc. with respect to on-call traffic engineering services	Exhibit 4, Appendix 2
2024-042	Authorize the sale or disposal of certain surplus property	Exhibit 5, Appendix 3
2024-043	Amend Resolution 2023-139 with respect to VIN 1GNSK2E04DR207653	Exhibit 6
2024-044	Accept the professional services proposal with Bhate Geosciences Corporation with respect to conducting a limited asbestos containing materials (ACM) sampling survey at the KI property (Fire Station No. 2) located at 3100 Overton Road	Exhibit 7, Appendix 4
2024-045	Authorize the agreement for consulting services with Schoel Engineering for the Mountain Brook High School Field 1 Area parking fill plans for modification to fill and permitting with ALDOT	Exhibit 8, Appendix 5
2024-046	Elect Graham Smith to the Environmental and Sustainability Committee	Exhibit 9
2024-047	Re-appoint John R. Doody Jr. to the Finance Committee with the term of office to end March 11, 2028	Exhibit 10
2024-048	Approve the conditional lunchtime food use (Sitar II) application at 2037 Cahaba Road	Exhibit 11, Appendix 6
2024-049	Accept the professional services proposal with Nimrod Long and Associates with respect to landscape design services for the extension of Irondale Trail	Exhibit 12, Appendix 7
2024-050	Appoint Marta M. Self to the Board of Zoning Adjustment, the term of which will end on March 11, 2027	Exhibit 13, Appendix 8
2024-051	Appoint Cleo K. Gorman to fill the unexpired term of George Israel, the term of which will end on May 29, 2024	Exhibit 14, Appendix 9

Thereupon, the foregoing minutes and resolutions (Nos. 2024-038 through 2024-051), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council.

Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2024-038 through 2024-051) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

4. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

5. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is March 25, 2024, 7:00p.m.

6. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:06 pm.

7. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on March 11, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council March 25, 2024

EXHIBIT 1

PROCLAMATION NO. 2024-038

WHEREAS, colorectal cancer is the second leading cause of cancer-related deaths for men and women combined in Alabama and the lifetime risk of being diagnosed with cancer of the colon or rectum is 4.4 percent for men and 4.1 percent for women in the United States;

WHEREAS, the vast majority of colon cancer deaths can be prevented through proper screening and early detection and if 80 percent of adults were screened for colon cancer, 203,000 fewer people will die by 2030;

WHEREAS, the survival rate of individuals who have colorectal cancer is 90 percent when detected in the early stages versus only a 10 percent survival rate when colorectal cancer is diagnosed after it has spread to other organs;

WHEREAS, the American Cancer Society estimates 2,570 new cases of colorectal cancer will be diagnosed in Alabama this year and 900 people will die from the disease, and deaths from colorectal cancer occur disproportionately among those who are underserved or underinsured;

WHEREAS, when detected early the five-year survival rates for colon cancer is 90%; however, only 39% of colorectal cancers are diagnosed at this stage, mostly due to low rates of screening;

WHEREAS, greater awareness of colon cancer and the means to prevent it could save the lives of hundreds of Alabamians every year because colorectal cancer is preventable, treatable, and beatable in most cases; and

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of Mountain Brook, Alabama recognize the importance of colorectal screenings and hereby proclaim March 2024 as

“COLORECTAL CANCER AWARENESS MONTH”

throughout the City and encourage all residents of Mountain Brook who are 45 and over to get a colorectal screening for Colorectal Cancer Awareness in Mountain Brook, Alabama.

EXHIBIT 2

PROCLAMATION NO. 2024-039

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim April 8 through April 12, 2024, as

ARBOR WEEK

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

Further, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

EXHIBIT 3

RESOLUTION NO. 2024-040

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and United Ability, Inc. (dba Gone For Good Document Destruction and E-Waste Recycling), in the form as attached hereto as Exhibit A, with respect to a community document destruction and e-waste recycling event to be held in Mountain Brook.

APPENDIX 1

EXHIBIT 4

RESOLUTION NO. 2024-041

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional service agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to on-call traffic engineering services.

APPENDIX 2

EXHIBIT 5

RESOLUTION NO. 2024-042

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

Section 1. It is hereby established and declared that the following property, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

APPENDIX 3

EXHIBIT 6

RESOLUTION NO. 2024-043

WHEREAS, the City of Mountain Brook, Alabama, per Resolution 2023-139 declared the 2012 Chevrolet Tahoe (VIN 1GNSK2E0XCR260694) owned by the City of Mountain Brook, Alabama as surplus property; and

WHEREAS, the City Manager, or his designated representative, was hereby authorized and directed to trade said property for a Stryker Powered Stretcher (Serial Number: 110940453)

WHEREAS, it was determined that the above listed vehicle identification number was incorrect; and

WHEREAS, the correct vehicle identification number is 1GNSK2EO4DR207653, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, that Resolution 2023-139 be amended to reflect the correct vehicle identification number.

EXHIBIT 7

RESOLUTION NO. 2024-044

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services proposal submitted by Bhate Geosciences Corporation, in the form as attached hereto as Exhibit A, with respect to conducting a limited asbestos containing materials (ACM) sampling survey at the Knesseth Israel Synagogue located at 3100 Overton Road.

APPENDIX 4

EXHIBIT 8

RESOLUTION NO. 2024-045

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for consulting services, attached hereto as Exhibit A, between the City and Schoel Engineering Company, Inc. for the Mountain Brook High School Field 1 Area parking fill plans for modification to fill and permitting with ALDOT.

APPENDIX 5

EXHIBIT 9**MOTION NO. 2024-046**

Council Member Lloyd Shelton made a motion to elect Graham Smith to the Environmental and Sustainability Committee effective March 11, 2024.

The motion was seconded by Council Member Graham Smith.

There being no further discussion or comments or questions from the audience, Council President Virginia Smith called for a vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Lloyd C. Shelton
Graham L. Smith

Nays: None

Council President Virginia Smith thereupon declared that said motion (No. 2024-046) is adopted by a vote of 5—0.

EXHIBIT 10**RESOLUTION NO. 2024-047**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that John R. Doody, Jr. is hereby reappointed to the Finance Committee, to serve without compensation, with the term of office to end March 11, 2028.

EXHIBIT 11**RESOLUTION NO. 2024-048**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional lunchtime food use (Sitar II) application at 2037 Cahaba Road.

APPENDIX 6

EXHIBIT 12**RESOLUTION NO. 2024-049**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services proposal submitted by Nimrod Long and Associates, in the form as attached hereto as Exhibit A, with respect to landscape design services for the extension of the Irondale Trail.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager, or his designee, to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

APPENDIX 7

EXHIBIT 13**RESOLUTION NO. 2024-050**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Marta M. Self is hereby appointed as a full voting member to the Board of Zoning Adjustment, to serve without compensation; the term of which will end on March 11, 2027.

APPENDIX 8

EXHIBIT 14**RESOLUTION 2024-051**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Cleo Kathryn Gorman is hereby appointed as a regular member to the Village Design Review Committee, to fill the unexpired term of George Israel, the term of which will end on May 29, 2024.

APPENDIX 9



10. Miscellaneous. This Agreement and any addenda attached hereto and agreed to by the parties in writing represents the entire agreement between the parties and supersedes any and all prior agreements and arrangements, whether oral or written between the parties that relate to the Event. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Alabama. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neutral gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as a waiver of that provision or any other provision, and the provision will continue to be in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, then other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail or by express mail, sent to Client at its billing address identified on the first page of this Agreement, and if to GFG, to the respective GFG branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this paragraph.

THIS AGREEMENT ("Agreement") is made effective as of the 26th day of February, 2024, by and between UNITED ABILITY, INC, an Alabama nonprofit corporation, doing business as GONE FOR GOOD DOCUMENT DESTRUCTION (hereinafter called "GFG") and the CITY OF MOUNTAIN BROOK, ALABAMA with a billing address of 56 Church Street, Mountain Brook, AL 35213, (hereinafter called "Client"). GFG and Client hereby agree as follows:

Terms and Conditions

1. Event Address: Mountain Brook High School, 3650 Bethune Drive, Mountain Brook, AL 35223
2. Event Date and Time: Saturday, April 6, 2024 from 9:00 pm until 12:00 pm.
3. Sole Terms. All services provided by GFG to Client for the Event are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto. No term or condition on Client's purchase order or any other instrument, agreement or understanding shall be binding upon GFG unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.
4. Authorized Representative: Client's authorized representative ("Authorized Representative") shall be Tyler Slaten, slatent@mtnbrook.org, 205-802-3811.
5. Services.
 - (a) Paper Materials. GFG Mobile-based operations: At the Event GFG staff will receive and dump paper material delivered by the public for shredding into a large rolling container, which will be locked when not in use by GFG staff and during transport to the mobile shred truck. Containers filled with sensitive Materials will be tipped and shredded on the mobile GFG truck. Paper material that has been shredded will be transported by GFG to a contracted recycling entity for baling within GFG's sole discretion.
 - (b) E-Waste. At the Event GFG Staff will receive electronic waste delivered by the public and properly dispose of that waste in the manner selected by GFG.
6. Service Fees. Gone for Good will provide paper and e-waste disposal services for the Event at no charge.
7. Limitation of Liability. GFG is not liable for (a) any loss or damage whatsoever relating to the Material or its destruction by GFG or (b) for the repair, replacement or restoration of any destroyed Material. GFG's aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the Service Fees received by GFG from Client during the last year of the term of this Agreement. Notwithstanding the foregoing, in no event will GFG be liable for any special, indirect, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
8. Setoff. Client will not set off invoiced amounts or any portion thereof against sums that are due or may

APPENDIX 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first shown above.

UNITED ABILITY, INC. - "GFG"

By: 

Name: Abe Bernstein

Its: Director

Date: 2/29/2024

CITY OF MOUNTAIN BROOK, ALABAMA - "CLIENT"

By: 

Name: Stewart Welch III

Its: Mayor

Date: 3-11-2024

PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 66 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3844 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, during the duration of this Agreement, the City Manager for the Client may request in a writing to the Consultant's undersigned representative that it perform general traffic engineering services on small matters or projects affecting the City of Mountain Brook (the "Services" or collectively a "Project");

WHEREAS, the Consultant may commence work on a request for Services after, in writing, it acknowledges the City Manager's request and furnishes Client a scope of work (which will include a schedule) for the work it will perform in response thereto (the "Scope of Work"); and

WHEREAS, the Client and Consultant agree that the Services will be performed according to the terms of this Agreement (which include Exhibit A), the City Manager's written request, and Consultant's Scope of Work, all of which along with the Addendum constitute the entire Agreement concerning the performance of Services hereunder.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. **CLIENT'S RESPONSIBILITIES:** 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 its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

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 work within established schedules.

3. **COMPENSATION/ BILLING/ PAYMENT:** Skipper Consulting Inc. will undertake and perform the work and services as requested by the City on a time and materials basis, including reimbursement of out-of-pocket expenses, according to the labor rate and expense schedule included in Exhibit A. The maximum amount billable under this contract shall be \$30,000.00. The duration of the contract shall be for a period not to exceed twenty-four (24) months from the date of execution of the agreement, or until such a time that the maximum amount billable under this agreement has been expended.

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the cause of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

APPENDIX 2

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL CONSULTANT: SKIPPER CONSULTING INC.
By: Stewart Welch III By: Richard L. Caudle
Printed Name: Stewart Welch III Printed Name: Richard L. Caudle, P.E.
Title: Mayor Title: Senior Traffic Engineer
Date: 3-11-2024 Date: February 26, 2024

EXHIBIT "A"

Skipper Consulting, Inc.
Hourly Labor Rates

Classification	Hourly Rate
Clerical	\$ 50.00/hour
Engineering Technician	\$ 90.00/hour
Technician/CADD I	\$ 50.00/hour
Technician/CADD II	\$ 105.00/hour
Traffic Engineer I	\$ 105.00/hour
Traffic Engineer II	\$ 115.00/hour
Traffic Engineer III	\$ 190.00/hour
Senior Traffic Engineer I	\$ 200.00/hour
Sr. Transportation Engineer/Planner	\$ 210.00/hour
Senior Traffic Engineer II	\$ 225.00/hour
Principal	\$ 245.00/hour

Direct Expenses

Mileage	IRS current rate plus 10%
Traffic counts, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. - TRAFFIC ENGINEERING SERVICES (On-Call Traffic Engineering Services)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

- 1. Definitions. For purposes of this Addendum, the terms below have the following meanings:
A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the "Client."
B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
C. "The Contractor" refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the "Consultant."
2. Dispute Resolution. If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. Attorney's Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. Independent Contractor. Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. Contractor's Insurance Requirements: For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

- 1. Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

APPENDIX 2

property damage with a combined single limit of not less than \$500,000 per occurrence.

2. Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

3. Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

4. Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. EXCLUSION OF CONSEQUENTIAL DAMAGES. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK CONTRACTOR: SKIPPER CONSULTING INC.

By: [Signature] By: Richard L. Caudle
Printed Name: Stewart Welch III Printed Name: Richard L. Caudle, P.E.
Title: Mayor Title: Senior Traffic Engineer
Date: 3-11-2024 Date: February 26, 2024

Surplus

2007 GE 3.2 Cu. Ft. Compact Refrigerator H 32.5" X D 19" X W 17.75" Model # SFR03BAPABB

Book Carts - 6, various sizes.

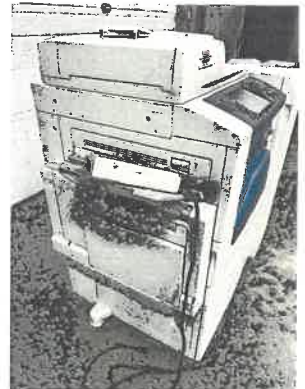


Platform Carts - 3, various sizes, some have issues



APPENDIX 3

Xerox WorkCentre 7855





New Council Item (Surplus property mix-up)

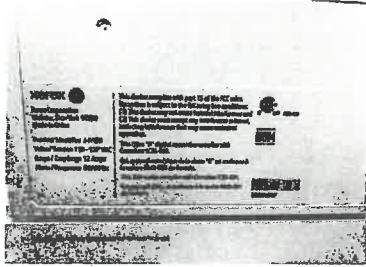
Heather Richards <richardsh@mtnbrook.org>
To: VIRGINIA C SMITH <wood967@cloud.com>, Sam Gaston <gastons@mtnbrook.org>
Cc: David Kennedy <kennedyd@mtnbrook.org>

Thu, Mar 7, 2024 at 2:39 PM

In September of 2023 the fire department informed me of a vehicle they wanted to surplus and trade for a stretcher. The council did indeed surplus the property. Last week, David Kennedy informed me that the fire department sent over the incorrect VIN when we surplussed that vehicle. Luckily the vehicle was traded to another fire department. Kennedy spoke with Whit on how to correct this mistake. He stated the council would need to amend the original resolution and we would have to do a new bill of sale. Whit stated the Resolution will need to be amended before we can exchange titles. I drafted a resolution and Whit has reviewed and approved. I would like to add this to Monday's agenda. A copy of the resolution is attached.

Heather Richards
City Clerk
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213
Direct - 205-802-3823
Facsimile - 205-874-0611

2024-.doc
53K



APPENDIX 3

https://mail.google.com/mail/u/0/?ik=80a4775052&view=pt&search=all&permmsgid=msg-a:9045746020080535146&siml=msg-a:90457460200805...

March 11, 2024

Mountain Brook Fire Department
 102 Tibbett Street
 Birmingham, Alabama 35213

ATTN: Mr. Chris J. Mullins, MSEM

Subject: Proposal to Provide Limited
 Asbestos Sampling Survey
 Knesseth Israel Synagogue
 3100 Overton Road,
 Mountain Brook, Alabama 35223
 BHATE Proposal Number: 4760-24

Dear Mr. Mullins:

Bhate Geosciences Corporation (BHATE) is pleased to submit the following proposal to conduct a limited asbestos containing materials (ACM) sampling survey at the Knesseth Israel Synagogue located at 3100 Overton Road in Mountain Brook, Jefferson County Alabama.

In this proposal, we have outlined the following:

- Our understanding of the project
- Regulatory information
- Scope of services
- Sampling report
- Estimated budget and allowances
- Schedule of service performance

PROJECT DESCRIPTION & ANTICIPATED SITE CONDITIONS

The subject property consists of approximately 1.63-acres and is developed with an approximately 18,200 square-foot structure and associated asphalt paved parking lot. The structure was originally constructed in 2007. According to Mr. Chris J. Mullins, MSEM, Fire Chief, Mountain Brook Fire Department, the structure is to be demolished.

Prior to proceeding with demolition, Mountain Brook Fire Department wishes to conduct an ACM survey of the structure in order to identify what materials contain asbestos in quantities enough to be considered ACM and would need to be abated prior to demolition/renovation activities.

5217 5th Avenue South • Birmingham, Alabama 35212
 Phone 205.591.7062 • Fax 205.591.7194 • www.bhate-geo.com

ESTIMATED BUDGET

The following budget has been prepared in accordance with the previously discussed scope of services:

ESTIMATED BUDGET LIMITED ASBESTOS SURVEY AND ABATEMENT SPECIFICATIONS

Field Work to Collect Asbestos Samples (100 samples)	\$ 1,800.00
PLM analysis of up to 94 asbestos bulk samples by a NIST/NVLDP accredited laboratory (7 day turn around @ \$17.50/sample)	\$ 1,645.00
PLM analysis of up to 6 roof asbestos bulk samples by a NIST/NVLDP accredited laboratory (7 day turn around @ \$25.00/sample)	\$ 150.00
Sampling Disposable Items and Shipping	\$ 150.00
Asbestos survey report preparation	\$ 1,000.00

Total Estimated Limited Asbestos Scope of Work Budget \$ 4,745.00

Notes:

Our services will be provided based on our unit fees for services required to evaluate the presence of ACMs in the structure. If it appears that additional sampling is warranted to aid in the evaluation within the specified areas, we will notify you. However, our indicated budget will not be exceeded without your prior authorization.

Please note that asbestos sampling is **destructive** and requires pieces of the material to be sampled to be **cut out or otherwise removed**. If the sampling occurs on a roof this may result in a roof leak, no matter the type of temporary repair.

SCHEDULE OF WORK PERFORMANCE

We can commence our field work within seven (7) business days after receiving written authorization. We expect completion of field work and laboratory testing in approximately three weeks. We anticipate that a written report of our findings can be provided shortly after the laboratory services are complete.

Asbestos Sampling

Possible asbestos containing materials (ACMs) may be present in the subject buildings including, but not limited to, the following:

- Floor materials
- Wall materials
- Ceiling materials
- Baseboards
- Caulking
- Insulation

Suspect materials should be identified by visual inspection and presumed to be ACM. In order to avoid abatement of these presumed ACMs, the asbestos content must be quantified. This can be accomplished through research of construction documents (if available) or collecting physical samples (by an AHERA qualified asbestos inspector) and subsequent laboratory testing. Materials containing more than one (1) percent of asbestos are considered ACM and must be abated by a licensed asbestos abatement contractor if they are to be disturbed.

Our current scope for sampling and laboratory testing includes up to a total of **100** bulk samples. Based on our understanding of the project and our experience with similar projects, the following typically represents our proposed scope of services:

- Review of available historical documents concerning construction, maintenance and past asbestos surveys, provided this documentation becomes available prior to fieldwork. However, it is likely that historical research will not represent a significant part of our evaluation.
- Coordination of fieldwork including initial site visit, sampling plan and laboratory assignment of samples with proper chain-of-custody.
- Collection of samples of presumed ACM (up to **100** total samples) for laboratory analysis.
- Polarized light microscopy (PLM) analysis conducted by a NIST/NVLDP accredited laboratory.
- Preparation of an asbestos report (including an oral preliminary report).

Report

Based on the scope of services described, our report will address the following items:

- A brief overview of federal regulations that address the identification, abatement and/or management of ACMs.
- A detailed description of our sampling plan and test techniques.
- Summary of laboratory analysis including proper chain-of-custody documentation.
- Identification of ACM present in the building per the Statement of Work for this project, and sampling locations.

APPENDIX 4

Proposal to Provide Limited
 Asbestos Sampling
 Knesseth Israel Synagogue
 3100 Overton Road
 Mountain Brook, Alabama 35223
 BHATE Proposal Number: 4760-24

CLOSING

If this proposal is acceptable to you, please sign the attached Service Authorization Sheet and return it to BHATE (fax number: 205.591.7184).

We appreciate the opportunity to present this proposal to you. When you have had an opportunity to review this proposal, feel free to call if you have any questions, need modifications or wish to discuss our scope of services. We look forward to working with you.

Respectfully submitted,
 BHATE GEOSCIENCES CORPORATION

David B. Matson
 David B. Matson
 Project Manager

Marc Langlois
 Marc Langlois, P.G.
 Environmental Department Manager

SECTION 21: TERMINATION

- 21.1 This AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by either party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BHATE shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 21.2 In the event of termination or suspension for more than three (3) months, prior completion of all reports contemplated by this AGREEMENT, BHATE may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of BHATE in completing such analyses, records and reports.

SECTION 22: ASSIGNS

- 22.1 Neither the Client/Owner nor BHATE may delegate, assign, sublet or transfer his duties or interest in this AGREEMENT without the written consent of the other party.

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

- ADEM permitting (should not be required)
Permitting with the City of Birmingham (permits are the contractors responsibility, if required)
Construction surveying
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 1 1/2 % 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.

APPENDIX 5

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

Table with 2 columns: Position and Rate. Includes 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"):

- 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

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 if 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 cancellation, 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.

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

(Signature Page Follows)

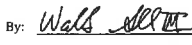
Whereas, the undersigned, duly authorized representatives of the parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: 
Stewart H. Welch III

Its: Mayor
Date: 3-11-2024

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: 
Walter Schoel III

Its: CEO
Date: March 06, 2024

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.

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: _____

APPENDIX 5



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

MINUTE BOOK 94

WOODRURY
ENGINEERING
ARCHITECTS
PLANNERS
CONSULTANTS



PROJECT NAME:
AT
ENGLISH
VILLAGE
PROJECT NO:
FIRST FLLOOR
L.D. 11880

93
SHEET NUMBER:
P1.1

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 Cafe, 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.

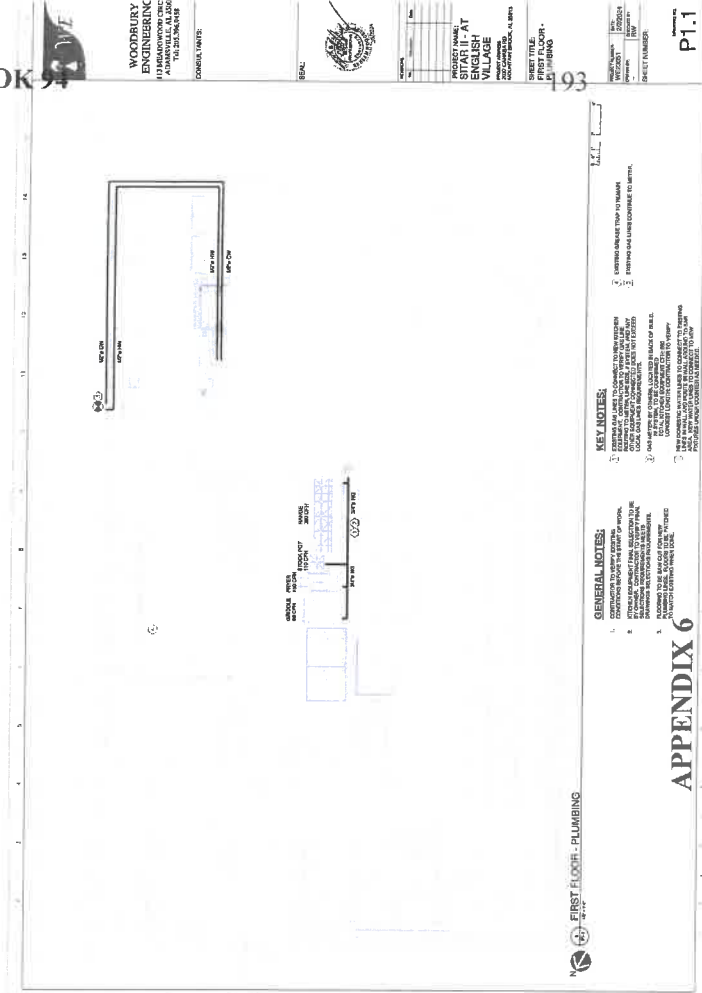
Please see the attached letter and proposed floor plan from the applicant as to the details of the proposed use. It is anticipated that 50 people will be served between 11:00a-1:00p; with proposed seating for 35. It is also anticipated that diners may remain on the premises for 35 minutes. The applicant 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.



KEY NOTES:
GENERAL NOTES:
1. CONSULT THE ARCHITECT FOR ALL DIMENSIONS AND MATERIALS.
2. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT.
3. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT.
4. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT.
5. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT.

APPENDIX 6



MINUTE BOOK 93

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,

Joel Eliason, ASLA
President

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.

APPENDIX 7



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879-6913
slaten@mtmbrook.org
www.mtmbrook.org

MINUTE BOOK 94

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

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.

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)

Table with 3 columns: 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.

Table with 2 columns: Name of Board, Dates Served

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.

Table with 3 columns: Name of organization, Dates Served, Title, Specific Projects, or Other In/c.

* 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.

APPENDIX 8

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 (4), 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.mtmbrook.org or Sam Gaston, City Manager at sgastons@mtmbrook.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
Summer Associate
Associate Consultant

Sao Paulo, Brazil **2003-2004**
London, UK **Summer 2002**
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
New Products Development

Porto Alegre, Brazil **1997-1998**
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
November, 1996
December, 1994

Post Graduate Degree In Industrial Engineering
Bachelors Degree In Food Engineering
 • 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



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

MINUTE BOOK 94

City of Mountain Brook
Public Service Application

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 Cleo Kathryn Gorman for your consideration.

Date: 7/13/22 Name: Cleo Kathryn Gorman
Phone Number: (205) 317-3996 Email: cgorman@trojb.design
Address: 3613 Mountain Lane Mountain Brook, AL 35213
Street City State Zip Code

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

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

Table with 3 columns: 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.

Table with 2 columns: Name of Board, Dates Served

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.

Table with 3 columns: Name of organization, Dates Served, Title, Specific Projects, or Other Info.

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.

APPENDIX 9

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
Date 7/13/22

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.mtmbrook.org or Sam Gaston, City Manager at gastons@mtmbrook.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 (e)

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/Director 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 qualz 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 Dehak software
Past experience with Chamber of Commerce leadership and Economic Development activities

