

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 8, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-1 virtual attendee.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:30 p.m. on the 25th day of March, 2024 (others were allowed to listen to the meeting by way of Internet video conference, 1 attendee). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President
Lloyd C. Shelton

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

1. AGENDA

1. Bids for the new Fire Station No. 2

Adam Kent-Barrett Architecture Studio

- Stone Building LLC is the lowest responsible bid
- The bids received came within budget
- Once Stone Building develops a schedule, it should take 365 days to complete

Sam Gaston-City Manager

- The bids came in well below what was budgeted

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2024-059)

2. Indigent Attorney's Fee for Municipal Court

Heather Richards-City Clerk

- Historically, our public defenders filled out the attorney fee declaration in order to get reimbursed for their time
- This is a form that is utilized by district and circuit court
- This form is not necessary at the municipal level
- The form limits the pay of the public defenders to \$70 an hour per client
- Proposing paying \$300 per attorney, per court session (or the amount of the Fair Trial Tax- whichever is lesser)

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2024-060)

3. Convert Memory Triangle to a clover and wildflower cover

Dana Hazen-Director of Planning, Building, and Sustainability

- With the sewer project going on at Memory Triangle, this leaves a clean slate for a pollinator habitat
- Researched what would be used, how it would look during different seasons, how it would be maintained, etc.
- This is an experimental project
- Would like to install a seed mix of wildflowers that would bloom throughout a 9 month season
- It could take 1-3 years before it really takes hold
- It would cost about \$400 for the seeds
- Would have to manage expectations of the public due to it changing to a more relaxed vegetative feel
- This project would not have to be irrigated
- The Board of Landscape Design was in favor of the project

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2024-061)

4. Amendments to the City Code to address dirty and unmaintained awnings

Dana Hazen-Director of Planning, Building, and Sustainability

- Planning and Zoning would issue a written notice of the violation and give individuals 60 days to clean, repair, remove, etc.
- After 60 days of non-compliance, the ordinance provides for a fine of \$500 collected at the business license renewal
- There will also be an additional \$50 a month per month it is not remedied
- The awning issuance fee will be increased to \$100

Whit Colvin-City Attorney

- Added a sentence to the ordinance to make it clear that this did not cover awnings on residential structures

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Ordinance 2159 and 2160)

5. Re-appointment of Jenifer Kimbrough to the Board of Education

Billy Pritchard-Council President Pro Tempore

- Jenifer Kimbrough's term is about to expire
- She is willing to serve again
- Received a letter from the Board recommending Jenifer Kimbrough to be re-appointed
- Item added to the formal agenda (Resolution 2024-062)

6. 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 6:53 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 April 8, 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 April 22, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
APRIL 8, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-1 virtual attendee.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 8th day of April, 2024 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President
Lloyd C. Shelton

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

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

1. 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 March 11, 2024, regular meeting of the City Council

2024-058	Authorize the sale or disposal of certain surplus property	Exhibit 1, Appendix 1
2024-059	Award the bid [B-20240215-911] for the Mountain Brook Fire Station No. 2 to Stone Building LLC	Exhibit 2, Appendix 2
2024-060	Approve the rate of pay for indigent defense services for the Mountain Brook Municipal Court	Exhibit 3, Appendix 3
2024-061	Approve the establishment of a native plant pollinator habitat at Memory Triangle	Exhibit 4, Appendix 4
2024-062	Re-appoint Jenifer G. Kimbrough to the Board of Education with the term of office to end May 31, 2029	Exhibit 5, Appendix 5

Thereupon, the foregoing minutes and resolutions (Nos. 2024-058 through 2024-062), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Graham Smith. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard 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: William S. Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2024-58 through 2024-062) were adopted by a vote of 3—0 and as evidence thereof he signed the same.

2. CONSIDERATION OF ORDINANCE (NO. 2159) AMENDING CHAPTER 121 OF THE CITY CODE OF MOUNTAIN BROOK (EXHIBIT 6)

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council Member Garner that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Graham Smith and was unanimously carried, as follows:

Ayes: William S. ("Billy") Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 3-0.

After said ordinance had been considered in full by the Council, Council Member Garner then moved for the adoption of said ordinance. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: William S. ("Billy") Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2159) is hereby adopted by a vote of 3—0 and, as evidence thereof, he signed the same.

3. CONSIDERATION OF ORDINANCE (NO. 2160) AMENDING CHAPTER 14 OF THE CITY CODE OF MOUNTAIN BROOK (EXHIBIT 8)

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council Member Garner that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous

consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Graham Smith and was unanimously carried, as follows:

Ayes: William S. ("Billy") Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 3-0.

After said ordinance had been considered in full by the Council, Council Member Garner then moved for the adoption of said ordinance. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: William S. ("Billy") Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2160) is hereby adopted by a vote of 3—0 and, as evidence thereof, he signed the same.

4. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

5. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is April 22, 2024, 7:00p.m.

6. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the formal meeting at approximately 7:03 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 April 8, 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 April 22, 2024

EXHIBIT 1

RESOLUTION NO. 2024-058

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 1

EXHIBIT 2

RESOLUTION NO. 2024-059

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20240215-911] for the Mountain Brook Fire Station No. 2 in the amount of \$7,690,505.00 to Stone Building LLC having been determined by the City to have submitted the lowest bid in conformance with the expressed specifications.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-060

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

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2024-061

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the establishment of a native plant pollinator habitat at Memory Triangle.

APPENDIX 4

EXHIBIT 5**RESOLUTION NO. 2024-062**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Jenifer G. Kimbrough is hereby re-appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2029.

APPENDIX 5

EXHIBIT 6**ORDINANCE NO. 2159**

Section 1.

“ARTICLE I. – IN GENERAL

Sec. 121-2. Compliance with chapter provisions.

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

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

Sec. 121-3. Definitions.

(a) Interpretations. With respect to words used in this chapter, words used or defined in one tense shall include other tenses and derivative forms. Words used in the singular number shall include the plural, and words used in the plural number shall include the singular.

(b) Definitions. The following definitions shall apply to the regulation and control of signs within this chapter:

Awning. A frame and a sheet of canvas or other material stretched on the frame and used to keep the sun or rain off a storefront, window, or doorway. Awnings for the purposes of the Chapter shall not include residential awnings.

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

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

(a) Building code. All signs and awnings must comply with the building code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time.

(b) Electrical code. Any sign that may require electrical wiring or connections shall comply with the electrical code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time, and shall be submitted to the electrical inspector for an appropriate permit. The electrical inspector shall examine the plans and specification respecting all wiring and connections to determine if such wiring, etc. complies with the electrical code, and shall issue such permit only if the plans and specifications for such sign comply with such codes and ordinances or shall disapprove the application if they do not comply with such codes and ordinances. Such action of the electrical inspector shall be taken prior to submission of the application to the building inspections superintendent for a sign permit. All electrical devices used in signs must be inspected by Underwriters Laboratories (i.e., "UL Listed").

(c) Height. No sign shall exceed the height limit for buildings established in chapter 129 of this Code for the district in which it is located.

(d) Obstruction to passage. No sign or awning shall be erected, displayed, or maintained so as to obstruct or interfere with any fire escape, any required exit way, window, door opening or any other means of egress, or of any opening required for ventilation required by the building code and all other provisions of this Code.

(e) Signs in public rights-of-way. No sign or awning, other than an official sign, shall be placed in a public right-of-way, or shall project into a public right-of-way, or shall be attached to private property placed in a public right-of-way, except as expressly provided in this chapter. Any sign or awning so placed or located except in conformance with this chapter shall be forfeited to the public and subject to confiscation and destruction. In addition to other remedies, the city shall have the right to recover from the owner of such sign or awning, or from the person placing such sign or awning, the full costs of removal and disposal of such sign or awning.

Sec. 121-7. Prohibited and illegal signs.

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

(1) Any sign visible from a public right-of-way that simulates or imitates in color, lettering, content, or design any traffic sign or signal, or that makes use of words, symbols, or characters in a

manner which is likely to interfere with, mislead, or confuse pedestrians or motorists, or otherwise presents or implies the need or requirement of stopping, caution, the existence of danger, or which for any reason could be confused with any sign displayed or authorized by public authority.

(2) Any sign or device designed to attract attention of the public, through motion of any kind, including those which may be set in motion by wind.

(3) Any sign containing or consisting of any animated, blinking, flashing, intermittent, traveling or fluctuating lights, light emitting diodes (LED), liquid crystal display (LCD), plasma, video, or similar displays, including arrangements that spell messages, simulate motion or form various symbols or images or other illuminating devices that have a changing light intensity, brightness, or color. (Devices displaying video of photographs or intermittently displaying photographs are excluded from this provision for businesses whose primary commodity is photographic images; such is to be considered window display of merchandise but may only be displayed in accordance with subsection 121-7(1) above.)

(4) Any sign or awning at any street intersection that would obstruct free and clear vision of motorists, or that would obstruct or interfere with a motorist's view of any authorized traffic signal or sign.

(5) Any sign painted on, or attached to, a utility pole, column, bench, sidewalk, or similar structure, or painted on or attached to a tree, rock or other natural feature.

(6) Any sign or awning erected, painted, enlarged, or structurally altered in violation of any provision of this chapter.

(7) Any sign or awning determined by the building inspections superintendent to be dangerous because it is not securely affixed to the ground, or otherwise affixed in a safe, secure, and permanent manner to a building or other approved supporting structure.

(8) Any sign that has deteriorated or been damaged to such extent that the cost of reconstruction or restoration is deemed by the building inspections superintendent to be in excess of 50 percent of its depreciated value, exclusive of foundations.

(9) Any awning whose fabric is not securely affixed to its frame, or whose fabric is visibly faded or soiled, or whose frame has deteriorated or been damaged to such extent that it is deemed by the building inspections superintendent to be a safety hazard.

(10) Any sign identifying a business or other use no longer occupying the premises upon which it is displayed.

(11) Any sign whose content is determined to be obscene, incites violence, or is otherwise without protection of the First Amendment of the United States Constitution.

(12) Any internally illuminated sign in the three traditional villages.

(13) Any illuminated awning.

(14) Neon signs (including, but not limited to, "open/closed" signs) on either the interior or exterior surface of a building or window; provided, however, that neon signs or signs incorporating neon may be permitted when such signs are custom designed for the particular location upon which they will be

Section 2.

ARTICLE II. – ADMINISTRATION

Sec. 121-39. Enforcement.

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

Sec. 121-42. Inspection.

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

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

The building inspections superintendent shall require any sign or awning fabric or frame that is an immediate danger to persons or property to be removed by the owner of the property upon which the sign or awning fabric or frame is located within 48 hours of written notice to such owner. The building inspections superintendent shall require any sign that is not in immediate danger to persons or property, but otherwise impinges upon the public health, safety, or general welfare, or is, in the opinion of the building inspections superintendent, structurally unsound or unsafe in any way, to be removed, repaired, replaced, or secured, in compliance with the provisions of this chapter, by the owner of the property upon which the sign is located, within 30 days of written notice to such owner. The building inspections superintendent shall require any awning that does not comply with the provisions of this chapter (fabric in clean condition and securely affixed to the frame) to be removed, repaired, replaced, cleaned, or secured, in compliance with the provisions of this chapter, by the business owner of the awning, within 60 days of written notice to such business owner.

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

The building inspections superintendent shall require any sign or awning for which no permit has been issued, or that is specifically prohibited by this chapter, to be removed by the owner of the property upon which the sign or awning is located, within 60 days of written notice to such owner; unless an application is made to the Village Design Review Committee for the next available agenda and said sign or awning is approved by said committee in accordance with the provisions of this chapter. Otherwise, if the sign or awning is not removed within said 60-day period, the city may, but shall not be required to, have such sign or awning removed and such owner must reimburse the city for the cost of such removal within ten days of the removal of such sign or awning.

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

Sec. 121-62. Responsibility.

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

and for issuing sign and awning permits when all required procedures and approvals are satisfactorily completed and fees paid.

Sec. 121-64. Application procedure.

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

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

Sec. 121-65. Initial staff review.

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

Sec. 121-66. Design review—Generally.

The village design review committee shall, in public meeting, review all sign and awning applications as to compliance with the provisions of this chapter and for compatibility with its design guidelines

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

Sec. 121-67. Same—Time limitation.

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

Sec. 121-68. Fees.

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

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

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

Sec. 121-70. Revocation.

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

Sec. 121-99. Required.

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

- (1) All general business signs existing prior to submission of the master sign plan, whether or not such signs conform to the provisions of this chapter, shall be counted toward the permitted aggregate display area of general business signs.

(2) The master sign plan shall apply to all businesses within a related project, even if the properties have been subdivided.

(3) The master sign plan may be more restrictive with respect to sign or awning size and placement, than set forth in article I of this chapter.

Sec. 121-102. Content.

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

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

Sec. 121-103. Amendment.

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

Sec. 121-135. Conditions.

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

Sec. 121-136. Alteration.

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

3. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

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

EXHIBIT 7

ORDINANCE NO. 2160

Section 1.

“CHAPTER 14 – FEES

Sec. 14-1. Fees.

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

CHAPTER 121

SIGNS AND AWNINGS

121-68 Sign and Awning Fees:

Where the value of construction is \$1,000.00 or more (per \$1,000.00 or fraction thereof) 10.00

Plus an issuance fee for signs of 50.00

Plus an issuance fee for awnings of 100.00

Plus additional \$1.00 fee per \$1,000.00 of value of non-residential construction as required by Ala.

Act 2015-308

121-44

Fines for non-compliance with 60-day awning violation written notice, to be collected at annual business license renewal:

Initial fine upon expiration of written 60-day compliance notice 500.00

Additional fine for each calendar month of non-compliance after initial 60-day written notice period. 50.00

2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

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



MINUTE BOOK 93

Manufacturer	Description	Serial Number
HP	Monitor	3CQ45218KK
HP	Monitor	CNC628037P
HP	Monitor	CNC304QNY5
HP	Monitor	CNC911QVWL
Dell	Monitor	CN0N445N
NEC	Monitor	37507303GA
Dell	Monitor	CN0D3073
Dell	Monitor	CNOW5HWR
HP	Monitor	CNC931NTRT
HP	Monitor	CNK3200DFY
ELO	Monitor	ET1729L7UWA
HP	Monitor	CNK3119G0P
Spectracom	Server	720
Spectracom	Server	2432
Bravapro	Disk Publisher	2100801283
IBM	Type Writer	No Serial number
Royal Sovereign	Coin Sorter	I080941
HID	Badge Printer	B3350399
Swingline	Shreader	XA34955H



APPENDIX 1

Mount Brook Fire Station No. 2

March 28, 2024 10:00am CST

Architect Barrett Architecture Studio

Mount Brook #1

Mountain Brook, AL 35213

202 Highland Ave South

BIDS SHALL BE VALID FOR CONSTRUCTION DURATION

Project: Georgetown 365 Calendar Days

Table with columns for CONTRACTOR, ENVELOPE INFORMATION, and BONDING COMPANY. Includes rows for Bid Form, Alternate Form, Unit Price Form, Allowance Form, and various bid amounts.

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

Table with columns for Unit Price Description, Unit Price #1, and Unit Price #2. Includes items like Excavation/Removal of Soil Materials (CY) and Pavers of Engineered PDI Materials (CY).

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Stone Building, LLC
B. Project Name: Mountain Brook Fire Station No 2.
C. Project Location: 3100 Overton Road, Mountain Brook, Alabama, 35223, United States.
D. Owner: City of Mountain Brook.
E. Owner Project Number: B-2024 0215-911.
F. Architect: Barrett Architecture Studio.
G. Architect Project Number: 22-011 .

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Barrett Architecture Studio and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of: seven million five hundred fifty six thousand four hundred seventy seven and 99/100 Dollars (\$ 7,556,477.99)
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above: Ten Thousand and 00/100 Dollars (\$ 10,000.00).
B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

APPENDIX 2

Mountain Brook Fire Station No 2 SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractors and Suppliers list to be provided after receipt of bids.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 365 calendar days.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated March 1, 2024
2. Addendum No. 2, dated March 8, 2024
3. Addendum No. 3, dated March 8, 2024
4. Addendum No. 4, dated March 18, 2024

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - 004323 Alternates Form.
2. Bid Form Supplement - 004322 Unit Prices Form.
3. Bid Form Supplement - 004321 Allowances Form.
4. Bid Form Supplement - Bid Bond Form (ALA Document A310-2010).
a. Cashier's Check or Bid Bond.
5. Section 004213a - Proposal Form Attachment - Sales Tax
6. Copy of General Contractor's License.

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Alabama, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 20 day of March, 2024.
B. Submitted By: Stone Building, LLC (Name of bidding firm or corporation).
C. Authorized Signatures: [Signature] (Handwritten signature).

J:\Minutes & Agendas\Council\2024\20240408 Minutes.docx

April 8, 2024

Mountain Brook Fire Station No 2 SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

- D. Signed By: Justin Drummond (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).
F. Witnessed By: [Signature] (Handwritten signature).
G. Attest: [Signature] (Handwritten signature).
H. By: Brett Drummond (Type or print name).
I. Title: Vice President (Corporate Secretary or Assistant Secretary).
J. Street Address: 8011 Liberty Parkway, Suite 201
K. City, State, Zip: Vestavia Hills, AL 35242
L. Phone: 205-328-8300
M. License No.: 51438

END OF DOCUMENT 004113

SECTION 004213a

PROPOSAL FORM ATTACHMENT - SALES TAX

ACCOUNTING OF SALES TAX

Attachment to Proposal Form-Section 00 42 13

To: City of Mountain Brook

Date: March 20, 2024

Name of Project: Mountain Brook Fire Station No. 2

SALES TAX ACCOUNTING: Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

Table with 2 columns: Description (BASE BID, ALTERNATE No. 1-4) and Amount (\$154,019.00, \$6,437.00, \$740.00, \$2,174.00, \$989.00)

Legal Name of Bidder: Stone Building, LLC
*By (Legal Signature): [Signature]
*Name (type or print): Justin Drummond
*Title: President
Telephone Number: 205-928-8300

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

004213a - 1

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DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Stone Building, LLC
B. Project Name: Mountain Brook Fire Station No. 2.
C. Project Location: 2320 Highland Ave. South suite 250, Birmingham, Alabama, 35205, United States.
D. Owner: City of Mountain Brook.
E. Owner Project Number: B-20240215-911
F. Architect: Barrett Architecture Studio.
G. Architect Project Number: 22-011

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of Unsuitable material and Excess Topsoil. 1. Sixteen and 00/100 dollars (\$16.00) per unit.
B. Unit-Price No. 2: Replacement of unsatisfactory soil with Engineered Fill. 1. Twenty and 00/100 dollars (\$20.00) per unit.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20 day of March, 2024.
B. Submitted By: Stone Building, LLC (Insert name of bidding firm or corporation).
C. Authorized Signature: [Signature] (Handwritten signature).
D. Signed By: Justin Drummond (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).

004322 - 1

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DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Stone Building, LLC
B. Prime Contract: N/A
C. Project Name: Mountain Brook Fire Station No. 2.
D. Project Location: 2320 Highland Ave. South suite 250, Birmingham, Alabama, 35205, United States.
E. Owner: City of Mountain Brook.
F. Owner Project Number: B-20240215-911
G. Architect: Barrett Architecture Studio.
H. Architect Project Number: 22-011

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

004323 - 1

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004322 - 2

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APPENDIX 2

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1 : Finish out 2nd Floor :

- 1. ADD X DEDUCT NO CHANGE NOT APPLICABLE
2. Two hundred eighty-four thousand seven hundred ninety-four Dollars (\$ 284,794.00)
3. ADD 0 DEDUCT NO CHANGE 0 calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 2 : Infrared Sauna

- 1. ADD X DEDUCT NO CHANGE NOT APPLICABLE
2. Thirty six thousand four hundred seventy-nine Dollars (\$ 36,479.00)
3. ADD DEDUCT NO CHANGE X calendar days to adjust the Contract Time for this alternate.

C. Alternate No. 3 : Dorn Furniture

- 1. ADD X DEDUCT NO CHANGE NOT APPLICABLE
2. One hundred fifty-eight thousand seven hundred forty-seven Dollars (\$ 158,747.00)
3. ADD DEDUCT NO CHANGE X calendar days to adjust the Contract Time for this alternate.

D. Alternate No. 4 : Brick Pavers at Sidewalks and Patios

- 1. ADD X DEDUCT NO CHANGE NOT APPLICABLE
2. Forty-nine thousand four hundred forty-five Dollars (\$ 49,445.00)
3. ADD DEDUCT NO CHANGE 0 calendar days to adjust the Contract Time for this alternate.

E. Alternate No. 5 : Asphaltic Seal Coat

- 1. ADD X DEDUCT NO CHANGE NOT APPLICABLE
2. Five thousand four hundred sixty-four Dollars (\$ 5,464.00)
3. ADD DEDUCT NO CHANGE 0 NOT APPLICABLE

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20 day of March, 2024.
B. Submitted By: Stone Building, LLC (Name of bidding firm or corporation).
C. Authorized Signature: Justin Drummond (Handwritten signature).
D. Signed By: Justin Drummond (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: Stone Building, LLC
B. Project Name: Mountain Brook Fire Station No 2.
C. Project Location: 3100 Overton Road, Mountain Brook, Alabama, 35223, United States.
D. Owner: City of Mountain Brook.
E. Owner Project Number: B-2024 0215-911.
F. Architect: Barrett Architecture Studio.
G. Architect Project Number: 22-011.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Soil, Quantity Allowance \$ 115,200.00
B. Allowance No. 2 : Radio, Lump Sum \$ 20,000.00
C. Allowance No. 3 : General Contingency \$ 25,000.00
D. Allowance No. 4 : Murals \$ 20,000.00
E. Allowance No. 5 : Infrared Sauna \$ 40,000.00
F. Allowance No. 6 : Front Door Pull Set \$ 2,000.00

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20 day of March, 2024.
B. Submitted By: Stone Building, LLC (Insert name of bidding firm or corporation).

APPENDIX 2

- C. Authorized Signature: Justin Drummond (Handwritten signature).
D. Signed By: Justin Drummond (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321



CONTRACTOR: (Name, legal status and address) Stone Building, LLC 8011 Liberty Parkway Vestavia Hills, AL 35242
SURETY: (Name, legal status and principal place of business) Fidelity and Deposit Company of Maryland 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056 an IL Corporation

OWNER: (Name, legal status and address) City of Mountain Brook 56 Church Street Mountain Brook, AL 35213

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of Amount Bid Not To Exceed Ten Thousand Dollars (5% NTE \$10,000.00)

PROJECT: (Name, location or address, and Project number, if any) Mountain Brook Fire Station No. 2 3100 Overton Road, Mountain Brook, AL 35223 Architect's Project No. 22-011; Owner's Project No. B-2024 0215 911 Alabama Department of Construction Management Project No. 2024103

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

Signed and sealed this 14th day of March

[Signature] (Witness)

[Signature] (Witness)

Stone Building, LLC (Contractor as Principal) (Seal)

Justin Drummond, President (Title)

Fidelity and Deposit Company of Maryland (Surety) (Seal)

William M. Smith, Attorney-in-Fact (Title)

Certification of Document's Authenticity AIA® Document D401™ - 2003

I, William M. Smith, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:37:30 CT on 03/14/2024 under Order No. 4104251021 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

[Signature] (Signer)

Attorney-in-Fact (Title)

03/14/2024 (Dated)

APPENDIX 2

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ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mark W. EDWARDS, II, Anna CHILDRRESS, Jeffrey M. WILSON, Robert R. FREEL, Aisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, all of Birmingham, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of September, A.D. 2023.



ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

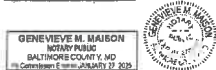
By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 29th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Malson



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of March 2024.



Thomas O. McClellan Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reports@claims@zurichna.com 800-626-4577

STATE OF ALABAMA

BID LIMIT: **U**
AMOUNT: **UNLIMITED**

LICENSE NO.: **51438**
TYPE: **RENEWAL**



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

STONE BUILDING LLC
BERMINGHAM, AL 35242
is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:
EC: BUILDING CONSTRUCTION, INC: MUNICIPAL AND UTILITY

until **June 30, 2024** when this Certificate expires.
Witness our hands and seal of the Board, dated Montgomery, Ala.,

17th day of **May, 2023**

SECRETARY-TREASURER

CHAIRMAN

194253

Michael B. Tate
John A. Cole, Jr.

	2023	2022	2021
Current Assets	\$ 38,724,175	\$ 33,268,884	\$ 21,402,802
Fixed Assets, Net	482,803	404,816	282,462
Goodwill	17,724	24,813	31,902
Other Receivables	230,000	-	-
Total Assets	\$ 39,454,702	\$ 33,698,513	\$ 21,717,166
Current Liabilities	\$ 35,845,649	\$ 32,227,971	\$ 16,997,760
Member Equity	3,609,053	1,470,542	4,719,406
Liabilities and Equity	\$ 39,454,702	\$ 33,698,513	\$ 21,717,166
Current Ratio	1.08	1.03	1.26
Contractor Income	\$ 156,418,014	\$ 119,074,320	\$ 72,650,406
Job Cost	150,439,431	115,056,824	69,407,359
Gross Profit	5,978,583	4,007,496	3,243,047
Operating Expenses	2,103,407	1,762,067	1,645,183
Operating Profit	3,875,176	2,245,429	1,597,864
Other Income	489,370	46,592	2,350
Other Deductions	(136,035)	(90,885)	(19,180)
Net Income	4,228,511	2,201,136	1,581,034
Beginning Equity	1,470,542	4,719,406	3,858,372
Member Distributions	(2,090,000)	(5,450,000)	(720,000)
Ending Equity	\$ 3,609,053	\$ 1,470,542	\$ 4,719,406

Reviewed Financial Statements were prepared by Jones & Kirkpatrick PC.

Based on my review of the financial statements provided by Michelle Popwell, Controller, in my opinion, the Contractor has the financial capacity to perform the Fire Station No. 2 project especially considering the project provides for payment and performance bonds.

Steven Boone

04/04/2024

APPENDIX 2

J:\City Council Action Items\2024\04082024\2024- Stone Building Financial Statement Synopsis.xlsx



Memorandum

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

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

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

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

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

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

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

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

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

APPENDIX 3



MEMO

DATE: April 8, 2024
TO: Mayor, City Council, City Manager, City Attorney
FROM: Dana Hazen, City Planner
RE: Memory Triangle – Pollinator Habitat

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

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

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

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

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

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

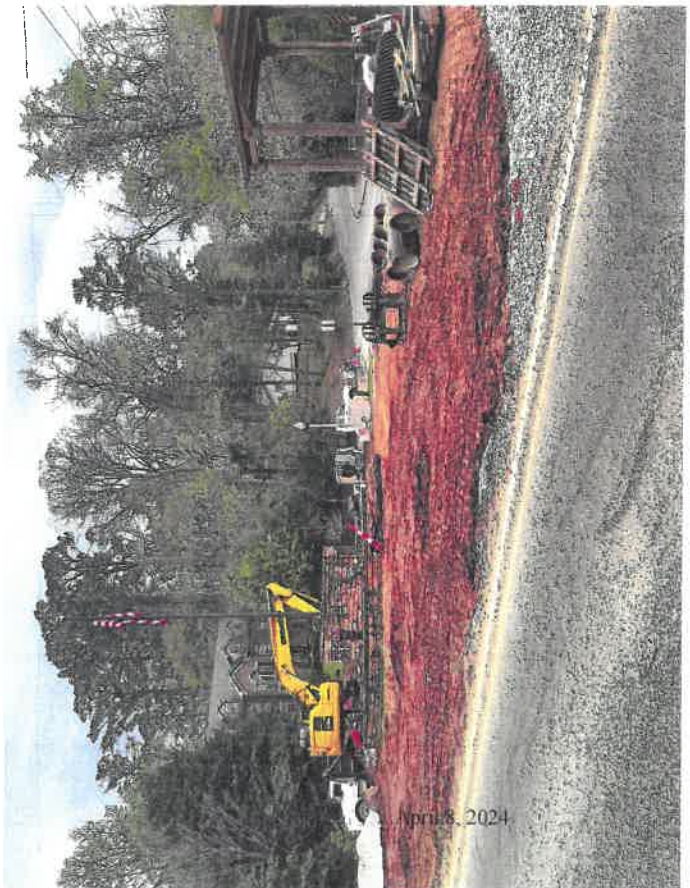
The total cost for the clover, grasses, millet, and wildflower blend is \$400.00. See attached illustrations for species "visuals" and for a list of the proposed seed mix from Roundstone Native Seeds.

Memory Triangle Pollinator Habitat

APPENDIX 4



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April 8, 2024



**Memory Triangle
Phase 1 – Long Grasses**

Perimeter of Triangle:

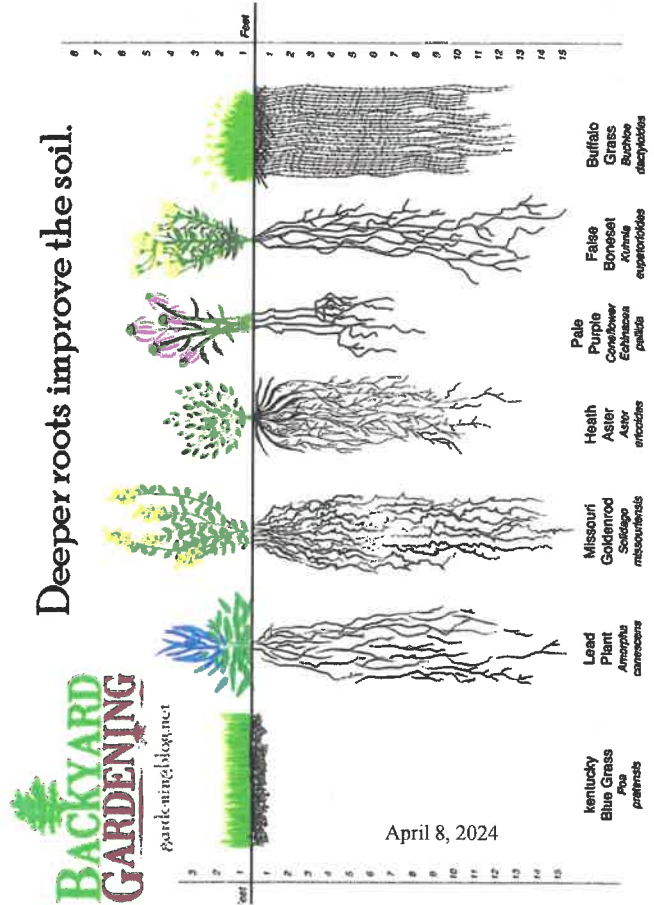
- Buffalo Grass, low-cut for semi-formal boundary

Interior of Triangle:

- Brown Top Millet
- Purple Lovegrass
- Side Oats Grama

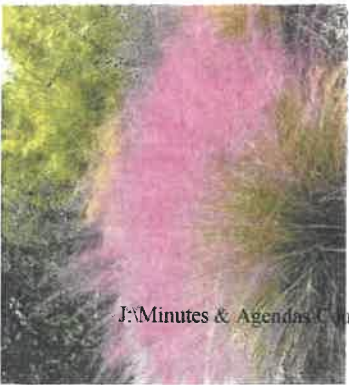


Buffalo Grass – 10-foot wide border around perimeter of Triangle; May be mowed short after bloom period; deep roots.



April 8, 2024

Phase 2 – Memory Triangle



Purple Love Grass

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

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

Phase 1 – Memory Triangle



Brown Top Millet

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

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

Phase 2 – Memory Triangle



Side Oats Grama

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



Brown Top Millet at Jemison Park

APPENDIX 4

Memory Triangle
Phase 2 – Wildflower Mix

Perimeter of Triangle:

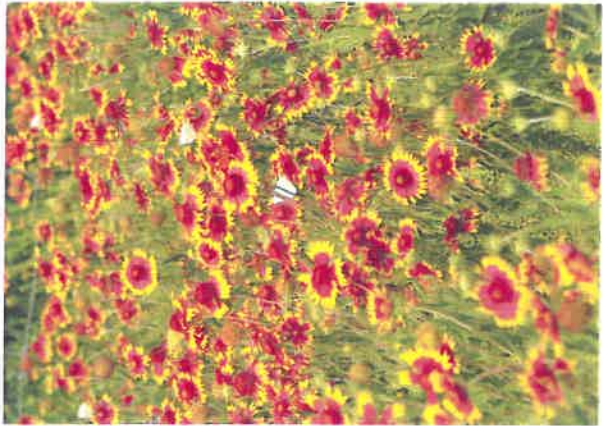
- Buffalo Grass, low-cut for semi-formal boundary

Interior of Triangle:

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

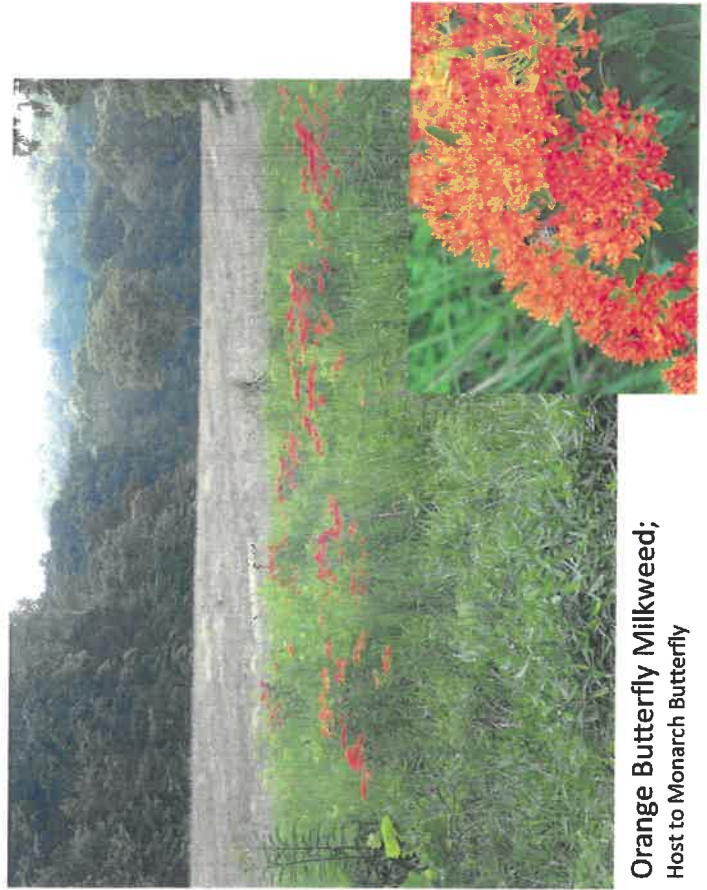


Slender Mountain Mint



Red/Yellow Indian Blanket
with Moths and Butterflies

April 8, 2024



Orange Butterfly Milkweed;
Host to Monarch Butterfly



Appalachian Beardtongue

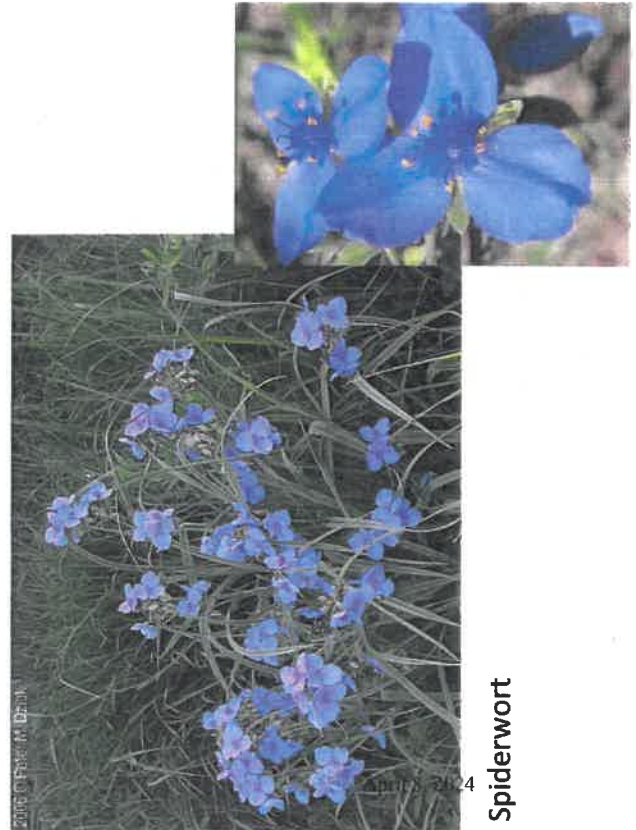


Lance Leaved Coreopsis

APPENDIX 4



Bergamot



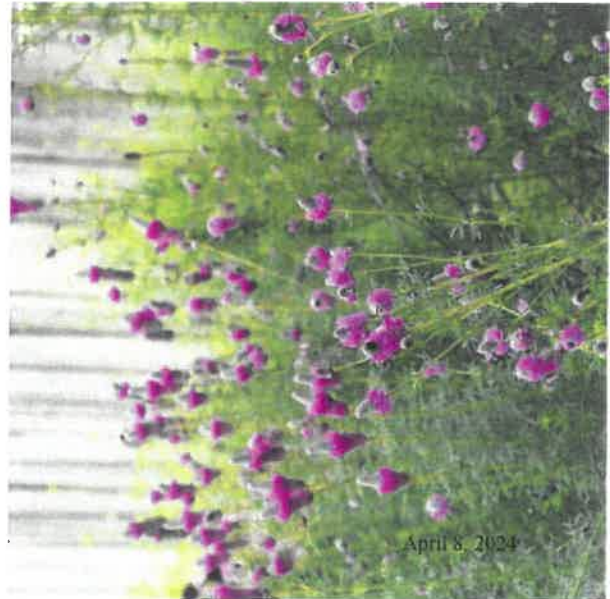
Spiderwort



Black-eyed Susan

Grey Goldenrod
Supports 181 insect species

Spotted Beebalm



Supports 20 species of caterpillars and
29 species of specialist pollinators

Violet Lespedeza

ROUNDSTONE
 5764 Baker Hollow Road
 Upton, KY 42784
 270-831-3034 phone
 270-831-3036 fax
Sales@roundstoneseed.com

Quote #
CL2114-2
Date Quoted:
4/4/2024

Bill To Address:
 Customer: Dana Hazen
 Address 1:
 Address 2:
 City, St, Zip:
 Phone:
 E-mail:
 Previous Address (if different):

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

Internal MAC: 300-00-00
 Single Species or Mix:
 Preferred Ship Method:
 Desired Ship Date:
 Square Feet: 8,491
 Acres: 0.19

ROUNDSTONE
 5764 Baker Hollow Road
 Upton, KY 42784
 270-831-3034 phone
 270-831-3036 fax
Sales@roundstoneseed.com

Quote #
249
Quote #
CL2114-2
Date Quoted:
4/4/2024

Bill To Address:
 Customer: Dana Hazen
 Address 1:
 Address 2:
 City, St, Zip:
 Phone:
 E-mail:
 Previous Address (if different):

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

Internal MAC: 300-00-00
 Single Species or Mix:
 Preferred Ship Method:
 Desired Ship Date:
 Square Feet: 7,220
 Acres: 0.17

Common Name	Botanical Name	Seeds/lb	oz/lb	lb/acre	lb	Units	Price/Unit	Cost	Handling	Total
Grasses										
Purple Love Grass	Eragrostis spectabilis	2.87	2.00	0.1250	0.234	PLS	\$ 350.0000	\$ 8.54		\$ 8.54
Side Oats Grass	Bouteloua curtipendula	7.94		1.0000	0.1949	Net	\$ 30.0000	\$ 5.85		\$ 5.85
Subtotal Grasses		10.813			1.225					
Forbs										
Lance Leaved Coreopsis	Coreopsis lanceolata	4.42	14.00	0.5750	0.1796	PLS	\$ 30.0000	\$ 5.32		\$ 5.32
Pink Coreopsis	Coreopsis linifolia	4.59	1.00	0.0225	0.0122	PLS	\$ 21.0000	\$ 0.26	4.62	\$ 5.60
Stiffly Milkwort	Asclepias tuberosa	0.29	2.00	0.1350	0.0244	PLS	\$ 415.0000	\$ 10.13		\$ 10.13
Black-eyed Susan	Rudbeckia hirta	4.59	2.00	0.1350	0.0244	PLS	\$ 31.5000	\$ 0.77	4.23	\$ 5.00
Heath Aster	Aster pilosus	2.01	2.00	0.1350	0.0244	PLS	\$ 300.0000	\$ 7.32		\$ 7.32
Gray Goldenrod	Solidago nemoralis	2.87	2.00	0.1250	0.0244	PLS	\$ 320.0000	\$ 7.81		\$ 7.81
Slender Mountain Mint	Pycnanthemum tenuifolium	4.30	0.50	0.0313	0.0061	PLS	\$ 327.5000	\$ 1.83	3.12	\$ 5.00
Marshall Golden Aster	Chrysopsis mariana	1.43	2.00	0.1250	0.0244	PLS	\$ 700.0000	\$ 17.06		\$ 17.06
Indian Head	Gaillardia xanthifolia	3.41	10.00	0.6250	0.2228	PLS	\$ 48.0000	\$ 5.25		\$ 5.25
Violet Lespedeza	Lespedeza violacea	1.00	4.00	0.2000	0.0487	PLS	\$ 211.0000	\$ 10.26		\$ 10.26
Slender Lespedeza	Lespedeza virginica	1.00	4.00	0.2000	0.0487	PLS	\$ 400.0000	\$ 19.48		\$ 19.48
Spotted Beebalm	Monarda punctata	4.30	2.00	0.1250	0.0244	PLS	\$ 490.0000	\$ 11.96		\$ 11.96
Appalachian Beardtongue	Penstemon lanigatus	4.82	1.00	0.0625	0.0122	PLS	\$ 650.0000	\$ 7.93		\$ 7.93
Ohio Spikenard	Tridax canadensis	0.83	4.00	0.2000	0.0487	PLS	\$ 385.0000	\$ 18.75		\$ 18.75
Subtotal Forbs		39.88	90.50	3.156						
Permanent Mix Seeds /lb P/L					49.98					
Warm Crops and Other Intolerant Species										
Brown top millet	Panicum ramosum	5.61			5.0000	Net	\$ 2,780.00	\$ 2.71	2.29	\$ 5.00
Handling Total:									\$ 14.25	
Freight is calculated at time of shipping										
Handling is charged on all bins below \$5.00										
Pricing on quote is valid for 30 days.										
		Pounds/acre	9.38	Total Pounds	1,899					
		Seed Cost/acre	\$ 727.66	Seed Cost	\$ 141.84					
				Total Cost	\$ 156.10					

Common Name	Botanical Name	oz/lb	lb/acre	lb	Units	Price/Unit	Cost	Handling	Total	
Buffalo Grass	Bouteloua distachyoides		35.0000	4,3005	PLS	\$ 55.5000	\$ 243.40		\$ 243.40	
Brown Top Millet	Panicum ramosum		5.0000	0.8287	Net	\$ 2,780.00	\$ 2.30	2.70	\$ 5.00	
Handling Total:										
Freight is calculated at time of shipping										
Handling is charged on all bins below \$5.00										
Pricing on quote is valid for 30 days.										
		Pounds/acre	51.0000	Total Pounds	5,1582					
		Seed Cost/acre	###00000	Seed Cost	\$ 245.79					
				Order Total	\$ 245.69					

APPENDIX 4

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

Year 1 & 2

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

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

Year 3 - on

Monitor site for weeds. Spot treat weeds with a glyphosate if necessary. About every 3 years (not the 3rd year following planting), lightly disturb the soil to keep grasses from dominating. Do this late winter/early spring. It will need to be mowed once a year. If it looks attractive going into the winter, then mow in early spring. If not, mow in late fall.

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



Very truly yours,

Jeffrey Brewer, Vice President

Nicky Barnes

Anna Comer

Daniel Odrezn

MINUTE BOOK 93

April 8, 2024

Honorable Stewart Welch, Mayor
Virginia C. Smith, President
Graham Smith
Lloyd Shelton
Billy Pritchard, Council President Pro Temp
Gerald Garner

Re: Mountain Brook Board of Education Member Recommendation

Dear Mayor and Council Members:

Jenifer Kimbrough's first term on the School Board will expire in June of this year. She has been a tremendous asset to the School Board during her tenure and currently serves as Board President. We appreciate the time and consideration that you take in appointing members to the Board. We are grateful that you have asked for our input in this decision. Upon your request, we recommend that Mrs. Kimbrough be reappointed to the Board for a second term (2024-2029).

Mrs. Kimbrough is the Managing Director and Chief Financial Officer at Oakworth Capital Bank. She has also served in numerous volunteer leadership positions including the Junior League of Birmingham and Canterbury United Methodist Church. She currently serves on the University of Alabama Culverhouse Board of Visitors and on the Professional Advisory Board for the School of Accountancy.

Mrs. Kimbrough's 20 plus years of financial services experience, along with her other life experiences and wisdom, have served the Board well during her first term. Additionally, Mrs. Kimbrough and her husband, William, are well vested in the day to day life of the school system with her 2 children, Henry (10th) and Mary Evelyn (9th).

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www.mtnbrook.k12.al.us

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Jenifer Goforth Kimbrough, CPA

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jenifer.kimbrough@oakworth.com
205-263-4704 (o) 205-999-8321 (c)

Residence
3728 Locksley Drive
Mountain Brook, AL 35223
jgkimbrough21@gmail.com
205-967-0221 (h) 205-999-8321 (c)

PROFESSIONAL EXPERIENCE

Oakworth Capital Bank, Birmingham, Alabama
Managing Director and Chief Financial Officer October 2015 – Present

Surgical Care Affiliates, Birmingham, Alabama
Vice President, Compliance & Audit March 2010-September 2015
Vice President, Assurance and Process Improvement November 2007 – March 2010

Regions Financial Corporation, Birmingham, Alabama
Sr. Vice President and Assoc. Dir. of Investor Relations November 2006-November 2007 (post-merger)
Sr. Vice President and Dir. of Investor Relations February 2003-November 2006 (pre-merger)

Ernst & Young LLP, Birmingham, AL
Financial Services Audit Staff - Senior Manager August 1993 – February 2003
University of Alabama recruiting coordinator
Training program leader
Mentor program leader

FedNat Holding Co. (Previously NASDAQ: FNHC), Sunrise, FL April 2009 – November 2022
Operated as FedNat Insurance Company
Board of Directors
Chair, Audit Committee
Member, Compensation Committee
Member, Nominating Committee

EDUCATION

Bachelor of Science in Commerce and Business Administration, summa cum laude
The University of Alabama - May 1993

CERTIFICATIONS

Certified Public Accountant by the Alabama State Board of Public Accountancy effective March 2, 1994. Certificate No. 6277

Chartered Global Management Accountant by the American Institute of CPAs, effective 2014

Kimbrough
Page 2

PROFESSIONAL ACTIVITIES and RECOGNITION

American Institute of CPAs, Women's Initiatives Executive Committee (WIEC), 2005-2008
American Woman's Society of CPAs, 2004-2005 National President
Alabama Society of CPAs
American Institute of CPAs
The University of Alabama College of Business Board of Visitors 2017-present
The University of Alabama College of Business Culverhouse Connections Mentor, 2010-2016
The University of Alabama Culverhouse School of Accountancy Advisory Board, 2013-present
The University of Alabama 2018 Accounting Alumni Leadership Award
2015 Women ASC Leaders to Know, Becker's Healthcare
2014 Women ASC Leaders to Know, Becker's Healthcare
2014 People to Know in the ASC Industry, Becker's Healthcare
2022 Birmingham Business Journal Top CFO Award
2023 Top 25 CFOs of Alabama, Finance and Investing

COMMUNITY ACTIVITIES

Leadership Alabama Class XXXIII
Rotary Club of Birmingham, 2018-present
Scholarships for Kids Board, 2019-2023
Momentum Women's Leadership Program graduate
Birmingham Area Chamber of Commerce Project Corporate Leadership graduate
Junior League of Birmingham 2006-present (sustainer)
Executive board and Finance VP, overseeing approximately \$1MM budget, 2014-15
Various councils and committees
Canterbury United Methodist Church
Sunday school teacher
Finance Council
Mountain Brook Board of Education 2019-present
President 2023-24
Vice President 2022-23
Mountain Brook City Schools Funding Task Force
Mountain Brook PTO Council Treasurer, 2015-16
Brookwood Forest Elementary PTO Board and Treasurer, 2013-15