

CITY OF HOOVER
CITY COUNCIL MEETING
AGENDA
MONDAY, OCTOBER 5, 2020
6:00 PM

1. Call To Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Approval Of Minutes –September 3, 2020 (Work Session), September 17, 2020 (Work Session) and September 21, 2020 (Regular Meeting)
6. Announcements, Reports, Guest Recognitions, Employee Recognitions, and Proclamations.

Regular Agenda

7. Payment of Bills.
8. Resolution Number 6329-20 – A Resolution Approving An Alcohol License for HHCS OPCO LLC D/B/A Cajun Steamer, 180 Main Street; Suite 200, Henry Stilley III and Brian James Fauver, Executive(s).
9. Resolution Number 6333-20 – A Resolution Approving An Alcohol License for Moes Original BBQ Brooks Gap LLC D/B/A Moes Original BBQ, 1031 Brocks Gap Parkway; Suite 191, Kevin Allen Witherington, Executive(s).
10. Resolution Number 6330-20 - A Resolution Authorizing The Mayor To Execute A Service Agreement With Stericycle.
11. Resolution Number 6331-20 – **public hearing** - A Resolution Authorizing The Mayor To Execute An Amendment to Development Agreement With Harden Properties, LLC, Buy-Lo Quality Food Stores, Inc. d/b/a/ Piggly Wiggly.
12. Resolution Number 6336-20 – A Resolution Approving And Assenting To A Declaration Of Vacation.
13. Resolution Number 6334-20 – A Resolution Authorizing The Birmingham Water Works to Install Fire Hydrants.
14. Resolution Number 6335-20 – Resolution Authorizing The Mayor To Fill Certain Employee Position Vacancies.

15. Resolution Number 6332-20 - *public hearing* - A Resolution Declaring A Weed and Other Vegetation Nuisance and Directing the Abatement of Said Nuisance Pursuant to Alabama Law.
16. Resolution Number 6317-20 – *public hearing (2nd reading)* - A Resolution For The Abatement Of Public Nuisance Due To Weeds And/Or Grass.
17. **1st Reading and Setting a Public Hearing For October 19, 2020 (No Action To Be Taken At This Meeting)**
18. Resolution Number 6328-20 – *public hearing* - A Resolution Granting Conditional Use Approval For A Place Of Worship For The Property Located At 3604 Lorna Ridge Drive And 2122 Lorna Ridge Lane, Hoover, Alabama.
19. Ordinance Number 20-2491 – *public hearing* - An Ordinance To Amend Ordinance Number 263 The City Of Hoover, Alabama, Entitled "The Zoning Ordinance Of The City Of Hoover, Alabama".
20. Ordinance Number 20-2492 – *public hearing* - An Ordinance For The Seventeenth Amendment To The Trace Crossings Planned Unit Development Zoning Application.
21. Ordinance Number 20-2493 – *public hearing* - An Ordinance To Amend The Zoning Ordinance Of Hoover, Alabama.
22. Ordinance Number 20-2494 – *public hearing* - An Ordinance To Amend Ordinance Number 263 The City Of Hoover, Alabama, Entitled "The Zoning Ordinance Of The City Of Hoover, Alabama".

Other Items

23. Comments/Questions.
24. Adjourn.

RESOLUTION NUMBER 6329-20

**A RESOLUTION APPROVING AN ALCOHOL LICENSE
FOR HHCS OPCO LLC D/B/A CAJUN STEAMER, HENRY
STILLEY III, BRIAN JAMES FAUVER, EXECUTIVE(S)**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF HOOVER, ALABAMA, AS FOLLOWS:**

1. The City Council of the City of Hoover, Alabama, hereby approves the alcohol license for HHCS OPCO LLC d/b/a Cajun Steamer, located at 180 Main Street; Suite 200, Hoover, Alabama, for the sale of 020- Restaurant Retail Liquor; Henry Stilley III and Brian James Fauver, executive(s).

APPROVED and ADOPTED, on this the 5th day of October, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

RESOLUTION NUMBER 6333-20

A RESOLUTION APPROVING AN ALCOHOL LICENSE FOR MOES ORIGINAL BBQ BROCKS GAP LLC D/B/A MOES ORIGINAL BBQ, KEVIN ALLEN WITHERINGTON, EXECUTIVE(S)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

1. The City Council of the City of Hoover, Alabama, hereby approves the alcohol license for Moes Original BBQ Brocks Gap LLC d/b/a Moes Original BBQ, located at 1031 Brocks Gap Parkway, Ste 191, Hoover, Alabama, for the sale of 020 - Restaurant Retail Liquor; Kevin Allen Witherington, executive(s).

APPROVED and ADOPTED, on this the 5th day of October, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

RESOLUTION NUMBER 6330-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STERICYCLE.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the Mayor is hereby authorized to execute an Agreement with Stericycle.

ADOPTED on this the 5th day of October, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk


SERVICE AGREEMENT: Hazardous Drug Disposal Service

Account/Site #

Service Address

Customer: _____
 Address 1: _____
 Address 2: _____
 City/State/Zip: _____
 Phone #: _____
 E-Mail: _____
 Sales Rep: _____

Billing Address

Name: _____
 Address 1: _____
 Address 2: _____
 City/State/Zip: _____
 Phone #: _____
 Fax #: _____
 Generator ID #: _____

COMPLIANCE PORTAL 24x7 on MyStericycle.com

HAZARDOUS DRUG DISPOSAL SERVICE (HDDS) BENEFITS

Flexible scheduling based on your HDDS pick-up needs

Professional drivers with specialized training in transporting hazardous waste

Hazardous waste manifests for all shipments as required by DOT

Specially designed containers that meet state and federal regulations

Guides, checklists and comprehensive waste segregation training reinforce proper handling procedures to ensure your team is knowledgeable about handling pharmaceuticals

No set-up fee. Service includes RCRA containers, waste analysis & profiling, and waste segregation training*

CATEGORY	FREQUENCY (AVAIL STOPS/YR)	MAX YEARLY CONTAINERS	\$/EA ADD'L STOP	\$/EA ADD'L CONTAINER
Hazardous Drug Disposal	1	3	\$700.00	\$200.00

- Service frequency under the Agreement will be **ON-CALL**. Customer must contact Stericycle to collect, transport and dispose wastes.
- The 'maximum allowable containers per year' are for any combination of compatible and/or incompatible wastes.
- Incompatible wastes are typically segregated into 2 gallon containers, and must be segregated from compatible waste and other incompatible waste streams.
- P-listed waste should be segregated into 1.5 quart containers and then overpacked into a 2, 8, or 18 gallon container. The 1.5 quart container does not count towards the customer's annual allotment.

* All HDDS customers will receive online access to MyStericycle.com in order to review proper pharmaceutical waste segregation practices and service details.

MONTHLY SERVICE FEE: \$69.00
Billing Schedule: Monthly
Contract Effective Date: 10-1-2020

Stericycle will not accept improperly identified or unidentified wastes. If the material is improperly identified or is not Conforming Waste, a \$500.00 rejection fee may apply.

The rates listed above include containers furnished by Stericycle for the proper management of designated wastes. Should these containers be misused, misplaced or require replacement (for any reason other than disposal of hazardous pharmaceuticals via Stericycle), Stericycle at its discretion, may charge a container replacement fee.

During the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee listed above by more than 5% annually.

By signing below, I acknowledge that I am Customer's authorized officer or agent and have the authority to bind Customer to this Agreement. Customer agrees to be bound by the Terms and Conditions hereof including the Supplementary Definitions.

Customer

Signature
 Frank Brocato
 Name (Please Print)

 Title _____ Date _____

Stericycle

Signature
 Chad Shechtman
 Name (Please Print)

 Title _____ Date _____

4010 Commercial Ave., Northbrook, IL 60062 Phone: (847) 943-6364 Fax: (866) 628-3830

This Offer Will Expire On: 9-15-2020

Terms and Conditions

This Service Agreement ("Agreement") between Customer and Stericycle, Inc ("Stericycle") shall be for a term of **60 months ("Initial Term")** and shall apply to all goods ("Supplies") and services provided by Stericycle to Customer at the Service Location(s) provided on page 1 to this Agreement or Schedule B, if attached and shall automatically renew for successive terms equal to the Initial Term unless either of the Parties has given written notice of termination at least 60 days prior to termination of the Initial Term or any successive term. Customer's Waste Profile(s), analytical testing, MSDS(s), reports of process generating waste, proposals and other information provided are hereby incorporated and Customer authorizes Stericycle to act as an authorized representative of Customer solely for the purpose of executing hazardous waste related regulatory documentation as may be required for each location serviced by Stericycle. Further, Stericycle is also authorized to perform hazardous waste determinations as required by 40 CFR 262.11 (and applicable State regulations) and to sign the waste characterization report documenting these determinations. Customer understands that all items to be transported are to be offered in accordance with the requirements of 49 CFR subparts 100-185 or Customer agrees to pay Overpack or added labor charges, as necessary, to conform to these requirements. Items offered for transportation must be free of Hazardous residue on external surfaces and be properly segregated to meet U.S. Department of Transportation requirements. All Terms and Conditions, except item 1 below, shall survive this Agreement's termination.

1. Customer agrees that while this Agreement is in effect, Stericycle has the exclusive right to provide: (a) the Supplies and service(s) described in Schedule A, and (b) all other Supplies and services provided to Customer by Stericycle during the time beginning with the Agreement Effective Date until this Agreement is terminated.
2. If Customer breaches this Agreement by terminating Stericycle's service prior to the expiration of its Term or any Extension Term, or in any other way violates this agreement in such a way that Stericycle's continued performance is rendered impossible or commercially impracticable, then, in addition to any rights and remedies Stericycle may have at law or in equity, Stericycle shall be entitled to collect from Customer an amount in liquidated damages equal to fifty (50) percent of Customer's average charge on a monthly basis based on the twelve (12) months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) multiplied by the number of months remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges that Stericycle's damages resulting from the premature termination of collections are impossible of estimation and include lost profits, inefficiencies resulting from route changes, increased administrative overhead, unrecoverable sunk training/instruction costs and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.
3. Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the Term or Extension Term.
4. Customer agrees that Stericycle shall have the option to utilize Subcontractors to provide the Supplies and services contemplated by this Agreement.
5. Stericycle's performance of disposal services under this Agreement shall be contingent on the end disposal facility's approval of Customer's Conforming Waste. In addition, Stericycle shall be excused from performance of Services if equipment, transporters or facilities become unavailable to Stericycle for any reason, including but not limited to an act of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions, revocation or modification of governmental permits or other required licenses or approvals, breakage or failure of machinery or apparatus, national defense requirements or any other event, including labor trouble, strike, lockout or injunction, that prevents the performance of the Services.
6. Health Insurance Portability and Accountability Act (HIPAA): This agreement in no way implicates the operation or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) nor any subsequent updates, and the Parties are not Business Associates of one another as defined therein.
7. **Payment terms are net 30 days from invoice date.** A finance charge equal to 18% per annum, or the maximum amount permitted by law shall be charged to overdue invoices. Stericycle may terminate this Agreement at any time for non-payment.
8. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to SRCL only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which Services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for Services. **The parties agree Hazardous Drug Disposal Service shall not include collection, transportation, treatment or disposal of controlled substances listed under the Drug Enforcement Administration and Customer shall not provide such items as part of its waste for collection by Stericycle.**
9. Indemnification. Stericycle will indemnify, defend and hold Customer, its directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, claims, suits, fines, penalties, costs and expenses (including legal fees and expenses), including but not limited to environmental remediation and response costs (collectively, "Damages"), caused by or arising from Stericycle's breach of this Agreement (except to the extent Damages are caused by or arise from the intentional misconduct, negligence or other fault of Customer, and except to the extent Damages relate to Nonconforming Waste or Waste to which Stericycle does not hold title to or bear the risk of loss for under this Agreement). Customer will indemnify, defend and hold Stericycle, its directors, officers, employees, agents and Contractors harmless from and against any and all Damages caused by or arising from Customer's intentional misconduct, negligence or other fault, its breach of this Agreement, its Nonconforming Waste, or any Waste originating from Customer or its locations for which Stericycle does not hold title to or bear the risk of loss for under this Agreement.
10. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
11. Title and Risk of Loss to Conforming Waste: Title and Risk of Loss to Conforming Waste (excluding Waste that is land disposed or land applied) shall be vested in Stericycle at such a time as it is loaded onto vehicle(s) of Stericycle or Stericycle's Subcontractor(s) until such a time that Stericycle or Stericycle's Subcontractor(s) delivers said Conforming Waste to the TSDF(s), then Title and Risk of Loss shall transfer to TSDF(s). Stericycle warrants that Stericycle shall only deliver Customer's Waste to TSDF(s) with whom Stericycle has a written contractual relationship whereby Title and Risk of Loss for Conforming Waste transfers to the TSDF(s), upon delivery, of said Conforming Waste from Stericycle or Stericycle's Subcontractor(s), to the TSDF(s).
Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste"): Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste") shall remain with Customer, until the required steps have been taken to develop i.) an accurate Waste Profile, ii.) an accurate shipping manifest(s), and iii.) accurately labeled containers, to meet Federal, state and local laws and regulations. Once all discrepancies have been resolved, and the Customer's Non-Conforming Waste is rendered Conforming Waste, Title and Risk of Loss for said Waste shall be vested in Stericycle in accordance with the terms specified under **Title and Risk of Loss to Conforming Waste** above. Stericycle may, solely as an accommodation to Customer, and at the Customer's sole additional expense, assist in resolving said discrepancies and/or arrange for the proper handling, storage, and transportation of such Waste in accordance with applicable Federal, state and local laws and regulations, until such a time that the Non-Conforming Waste has been rendered Conforming Waste or has been returned to the Customer or Customer's designee. Stericycle shall exert reasonable care in the storage and handling of Customer's Non-Conforming Waste.
12. The parties hereby acknowledge that they are independent contractors, and neither Stericycle nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Customer. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

13. Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request.
14. This Agreement (with exhibits) contains the entire agreement of the parties and supersedes any and all other prior and/or contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof, including any individual agreements currently existing between Stericycle and Customer's facilities listed on Schedule B. Any amendment or modification to this agreement (other than as provided in Section 3) must be in writing and signed by both parties in order to be valid and enforceable.
- If any provision of this Agreement or any amendment or modification of this Agreement is invalid and/or otherwise unenforceable, the remaining provisions of this Agreement shall remain in effect and be so construed so as to effectuate the intent and purposes of this Agreement and any amendments and/or modifications hereto.
 - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.
 - The rights and remedies set forth herein are cumulative and shall be in addition to any other rights and remedies available to the parties under this Agreement or otherwise at law.

Supplementary Definitions

- **Contractor** – Any vendor hired by Customer for purchase of goods and/or services.
- **Subcontractor** – A vendor hired by Stericycle to provide goods and/or services under this Agreement.
- **Waste** – A Customer's Hazardous or Non-Hazardous material or Universal Waste that is intended for disposal, treatment, recycling or reuse.
- **Hazardous** - A material that meets the Federal definition as described in 40 CFR Part 261.3 or any applicable state or local regulations.
- **Universal Waste** – A material that meets the Federal definition as described in 40CFR Part 273 or any applicable state or local regulations.
- **Non-Hazardous** – A material that does not meet the definition of either Hazardous or Universal Waste.
- **TSDF** – Treatment, Storage, and Disposal Facilities for Hazardous Waste(s), Non-Hazardous Waste(s), Universal Waste(s) and other recyclable materials.
- **Waste Profile** – A detailed description of a Waste including its physical and chemical properties as required by rule and /or a TSDF.
- **Conforming Waste** - A Waste offered by Customer to Stericycle that matches the characteristics described by the customer prior to shipping the Waste. This description may include, but is not limited to, the applicable analytical results, Waste Profile(s), MSDS(s), Customer knowledge of Waste generating process, and/or Universal Waste specifications.
- **Overpack** – A process that includes packaging certain wastes in a larger container to meet Federal Department of Transportation (DOT) shipping and other safety requirements.
- **Incompatible** – A category of waste materials that must be segregated during handling, storage, transportation and disposal to eliminate potential chemical reactions as required by regulations and to protect public safety.
- **Compatible** – Waste materials that are not Incompatible.

The Steri-SafeSM Difference

Stericycle has you covered with
Superior Service, Hassle-Free Compliance

Hazardous Drug Disposal Service

Proper management of hazardous pharmaceuticals is the law and the right thing to do to protect your customers, employees, and your community.

Stericycle has developed the Hazardous Drug Disposal Service (HDDS) program specifically for smaller healthcare facilities like dental offices, veterinary clinics, private practices; nursing homes and assisted living facilities; and urgent care/community medical clinics.

Stericycle's Hazardous Drug Disposal Service allows you to be SAFE, SIMPLE, COMPLIANT, FLEXIBLE

Your Program Benefits Summary

SAFE

24/7 access to Hazardous Drug Disposal Training

Train and educate your staff using Stericycle's MyStericycle.com online training portal* to ensure that employees are well-versed in regulatory requirements and proper handling procedures

Supplementary Guidance Documents

Up-to-date information on regulations, supporting program materials and flyers to be posted above containers to assist with proper waste segregation

SIMPLE

Hazardous Waste Identification Checklist

Checklist makes it easy to identify waste and comply with EPA, DOT and state/local regulations for the disposal of non-DEA-controlled pharmaceutical waste

Customer email and hotline for questions and support requests

COMPLIANT

Specially designed containers** that meet state and federal regulations

Hazardous waste manifests for all shipments as required by DOT

FLEXIBLE

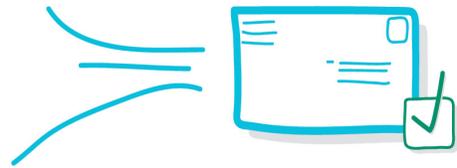
Choose the number of Rx containers and service frequency that fits the needs of your facility

Call your local Stericycle Specialty Waste office to schedule a pick up when you need it.

* MyStericycle.com online training portal is available only to Regulated Medical Waste customers. Non RMW customers will receive training via CD-ROM or compatible platform.

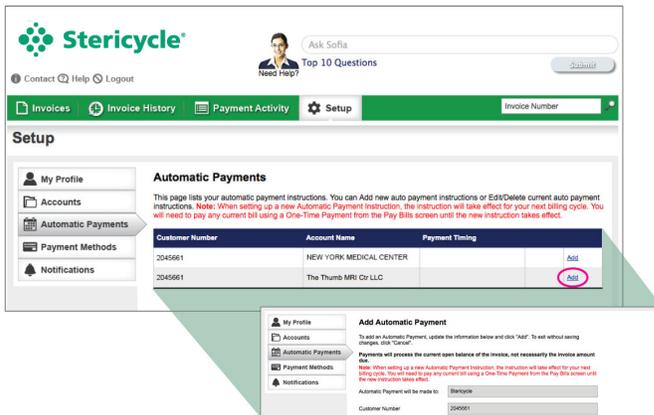
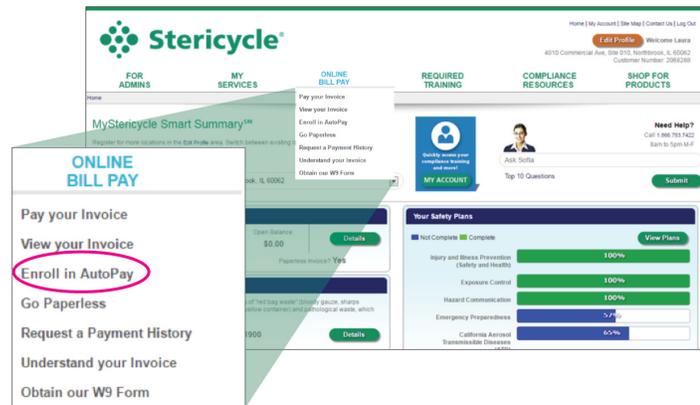
** DEA controlled Substances are prohibited, and incompatible waste must be segregated.

NEVER MISS A PAYMENT



Pay how you want, when you want by enrolling in AutoPay at **MyStericycle.com**.

Log into **MyStericycle.com** you will be taken to your Smart Summary. Click on the **"Online Bill Pay"** Tab from the top menu navigation and click on **"Enroll in AutoPay"**.



The next page will show all your Stericycle accounts. To choose accounts you wish to enroll in AutoPay, click the blue **"Add"** link to the right of each account.

Enter your automatic payment preferences and payment methods. When finished, click the gray **"Add"** button at the bottom right of the screen.

3 REASONS TO GO PAPERLESS

1 IT'S SAFE

Advanced encryption technology keeps your account information safe from prying eyes.

2 IT'S EASY

Streamline and simplify your bill-paying process. Just click and go!

3 IT'S ORGANIZED

Stop hunting and stuffing. All your statements are stored online and are accessible anytime.

Go to **MyStericycle.com** and get started. Questions? Contact us at **866-783-7422** or **MyStericycle@stericycle.com**

Your trusted partner for a healthier business.





**CsRx Amendment to
Stericycle, Inc.
Services Agreement**

This Amendment dated October 1st, 2020, amends that certain Stericycle Services Agreement (the "Agreement") dated October 1st, 2020, by and between Stericycle, Inc. ("Stericycle") and City of Hoover ("Customer") for the delivery of Hazardous Drug Disposal Service. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to them in the Agreement.

1. Beginning on October 1st, 2020, the locations affiliated with Customer listed on Attachment A hereto ("Customer Locations"), will begin receiving Additional Services (defined below) under the terms and conditions set forth in the Agreement and this Amendment.

2. **"Controlled Substance Waste Services.** During the term of this Agreement, Stericycle shall furnish the Customer "CsRx Container Management Services," hereinafter defined as scheduled collection and disposal of Controlled Substance Waste from the Customer location and such other Customer locations as may be mutually agreed upon by the parties during the term of this Agreement (collectively, the "Premises"). The service also includes the cost of replacing the containers at all surveyed locations. The term "Controlled Substance Waste" as used herein is defined, as controlled substances that have been rendered unavailable and unusable for all practical purposes in accordance with all state and federal regulations. RCRA pharmaceuticals are to be handled in such a way to meet all state and federal regulations. Customer agrees to conform to the CsRx Waste Acceptance Policy (Attachment C) which is incorporated herein by reference."

3. Customer represents and warrants that it is authorized to enter into the Agreement and this Amendment on behalf of each Customer Location.

4. Except as supplemented by this Amendment, the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first set forth above.

[Customer]

Stericycle, Inc.

By: _____

By: _____

Print Name: Frank Brocato

Print Name: _____

Title: _____

Title: _____



Attachment A
Customer Locations
and
Pricing

Account #	Site #	Location Name	Contact	Location Address	Container Qty per Replacement Shipment	Container Type	Replacement Shipment Interval	Monthly Fee
New	New	City of Hoover	Joel West	2020 Valleydale Rd, Hoover, AL 35244	1	1.4 quart	16 weeks	\$ 25.00

Additional Locations: In the event that Customer acquires, leases, takes control or otherwise adds a location in a Stericycle service area, Customer shall notify Stericycle of the new location, and upon receiving notification, Stericycle shall add those serviced locations under the provisions of this service agreement, via an amendment. Customer will receive container at the stated intervals listed above.

In the event any new Customer Location is party to an existing agreement for services similar to the Services by a vendor other than Stericycle: (i) Customer will use commercially reasonable efforts to terminate such agreement as soon as possible; and (ii) such locations shall immediately become a Customer Location upon the expiration of such agreement.



Attachment B **CsRx Program Description**

Self-Service Program Description

CsRx Preparation

1. Customer will determine how many container locations will be required so that lockable brackets can be ordered.
2. An initial order will be placed by Stericycle on behalf of the customer for 1.4 quart and/or 1 gallon containers.

Service Process

1. Stericycle will deliver to Customer replacement container at prescribed intervals.
2. Customer agrees to replace the “old” container with the new container upon their arrival and date the new container being placed into service.
3. Customer agrees to dispose of the “old” container into the black hazardous pharmaceutical container.
4. Stericycle will dispose of the black hazardous pharmaceutical container when full.
5. Customer agrees to always use the CsRx containers solely in accordance with their intended purpose.

Excluded Content

1. Customer agrees to not accept or take-back controlled-substances from patients (ultimate user) with intent to deactivate the medications utilizing the CsRx container (s). This practice is prohibited by DEA regulations.



Attachment C
CsRx Waste Acceptance Policy

CONTROLLED SUBSTANCE WASTE ACCEPTANCE POLICY

1. **Introduction**

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of non-RCRA pharmaceutical waste. The purpose of this policy is to summarize the **minimum** requirements for preparing your controlled substance waste for collection, transportation and treatment.

2. **Controlled Substance Waste**

Stericycle accepts controlled substance waste by an institutional practitioner generated after the controlled waste has been administered to a patient on behalf of a registrant at the registrant's location (i.e. wastage) or non-hazardous Controlled substances removed from the practitioner's inventory and destroyed in the CsRx container. EPA RCRA hazardous waste pharmaceuticals must be handled in such a way as to meet all state and federal regulations.

3. **Management of Non-Conforming Waste**

As required by regulation and by company policy, Stericycle reserves the right and may refuse transport of any containers that appear to be non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any non-conforming waste identified in route to or at a Stericycle location may be returned to the generator for proper packaging or disposal. Stericycle may be required to pick up non-conforming containers from a Stericycle facility to be returned to the generator for further evaluation or management. In the event of such an occurrence additional charges may apply to the generator. Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

ACCEPTED WASTE FOR CONTROLLED SUBSTANCE SHIP-BACK CONTAINER

Controlled Substance Waste

Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampule or solid controlled substance waste such as patches, pills, tablets or capsules. All RCRA controlled substances must be managed and disposed as hazardous pharmaceutical waste. CsRx containers cannot be used to take- back medications from ultimate users*.

*An ultimate user is defined by the CSA as a "person who has lawfully obtained, and who Possesses, a controlled substance for his own use or for the use of a member of his household or for an animal owned by him or by a member of his household." 21 U.S.C. 802(2)



CsRx Program Waste Acceptance Policy

INTRODUCTION

Stericycle requires compliance with all applicable regulations regarding the collection, transportation and treatment of pharmaceutical waste. The purpose of this policy is to summarize the minimum requirements for preparing your controlled substance wastage for collection, transportation and disposal through Stericycle's CsRx® program.

DEFINITIONS

Controlled Substance Waste: Stericycle accepts controlled substance waste from an institutional practitioner generated after the controlled substance has been administered to a patient on behalf of a registrant at the registrant's location; this material is also known as controlled substance wastage.

Non-RCRA (Non-Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampoule or solid controlled substance waste such as patches, pills, tablets or capsules. Wastes must be characterized and certified as non-hazardous (i.e. is not specifically listed or does not exhibit hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations) by the generator.

RCRA (Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampoule or solid controlled substance waste such as patches, pills, tablets or capsules. These wastes are hazardous waste due to being listed and/or exhibiting hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations. All hazardous controlled substance waste must be managed & disposed of as hazardous waste pharmaceuticals.

DISPOSAL PROCEDURES

Disposal of Non-Hazardous Controlled Substance Waste: In most states, non-hazardous controlled substance waste may be sent through the Commercial Common Carrier for disposal.

In the following states, this material cannot be shipped via a common carrier and/or managed as non-hazardous controlled substance waste: Delaware, Illinois, Louisiana, Maine, Minnesota, North Dakota, New Hampshire, New Jersey, New Mexico, Rhode Island, and Washington. Follow instructions in next section, "Disposal of Hazardous Controlled Substance Waste" for management of non-hazardous controlled substance waste in these states.

Disposal of Hazardous Controlled Substance Waste: This material is prohibited from shipping via common carrier and requires a hazardous waste transporter and hazardous waste manifest for pickup and disposal. Non-hazardous controlled substance waste may also be collected with hazardous controlled substance waste; this type of program is referred to as "over-classification". All containers must be labeled as hazardous waste in both satellite accumulation areas (SAA) and central accumulation areas (CAA). The CsRx container must be disposed onsite with other hazardous waste pharmaceuticals.

PROHIBITED WASTE

The following wastes are prohibited from being disposed in a CsRx container. In the event of such an occurrence, additional charges may apply to the customer and/or customer may be asked to pick up their waste from the Stericycle facility. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

- **Controlled Substances** that are still part of registrant inventory
- **Controlled Substances** from ultimate users* (take-back program waste)
- **Controlled Substances** that are a Schedule I substance (i.e. Illicit drugs and contraband found on patients)
- **Chemical Wastes (Hazardous and Non-hazardous)** Examples include but are not limited to acids, bases, alcohols, waste oil, solvents, reagents, fixers, developers, cleaning agents, and heavy metals.
- **Regulated Medical Waste:** Including sharps waste as defined by DOT, OSHA and/or State regulations
- **Radioactive Waste**

MANAGEMENT OF NON-HAZARDOUS CONTROLLED SUBSTANCE WASTE CONTAINERS DAMAGED IN SHIPMENT

As required by regulation and by company policy, Commercial Common Carrier services reserve the right and may refuse transport of any containers that appear to be damaged, leaking, or improperly packaged as these containers are could create a risk of exposure to employees or the public. Any damaged packages identified in route to or at a Commercial Common Carrier location may be returned to the generator for proper packaging or disposal. Stericycle or customer may be required to pick-up damaged packages from a Commercial Common Carrier facility or a Stericycle facility. In the event of such an occurrence additional charges may apply to the customer. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

*An ultimate user is defined by the Controlled Substances Act as a "person who has lawfully obtained, and who possesses, a controlled substance for his own use or for the use of a member of his household or for an animal owned by him or by a member of his household." 21 U.S.C. 802(27).



Pharmaceutical Waste Identification Checklist

The U.S. Environmental Protection Agency (EPA) requires all businesses to evaluate waste materials prior to disposal in order to determine whether they are regulated as hazardous under the Resource Conservation and Recovery Act (RCRA).¹ This requirement extends to waste pharmaceuticals being disposed of by healthcare facilities. This process of evaluation and analysis is often referred to as "Waste Characterization".

Stericycle has developed this checklist to assist generators with waste characterization. The following questions ask about varying types of procedures and categories of medication where hazardous pharmaceutical wastes are typically found. As always, you should refer to your state or local regulatory organization's requirements to determine the best solution for your facility's specific needs. State or local regulations may be different or more stringent than federal EPA requirements.

SECTION 1: Identifying Compatible Pharmaceutical Waste

CHECK ANY OF THE FOLLOWING THAT APPLY TO YOU :

1. Do you vaccinate your patients?
2. Do you supply medication to treat Diabetes?
3. Do you treat cardiological emergencies on-site(e.g.heart attacks)?
4. Do you perform procedures requiring the use of anesthesia, either topical or otherwise?
5. Do you supply medications to treat blood pressure or long-term heart ailments?
6. Do you administer chemotherapy?
7. Do you treat skin ailments or supply dermatology medications including lice or dandruff treatments?
8. Do you perform Ophthalmological procedures or supply eye medications such as eye drops or ointment?
9. Do you supply or administer multi-vitamins (nasal/oral/injectable)?
10. Do you ever need to dispose of unopened alcohol pads or swabs*?

*Customers who only have alcohol pads or swabs do not qualify for Stericycle's Hazardous Drug Disposal Service.

SECTION 2: Identifying P-Listed Hazardous Pharmaceutical Waste

P-listed hazardous waste, also known as acutely hazardous waste, is subject to a special set of EPA regulatory requirements due to its high toxicity to human health and the environment. To avoid being considered an Large-Quantity Generator (LQG), P-listed pharmaceutical waste should be collected separately from other pharmaceutical waste and monitored so that the total amount on-site does not exceed 2.2 pounds

DO YOU SUPPLY OR HAVE ON-SITE ANY OF THE FOLLOWING MEDICATIONS:

- Arsenic Trioxide/Trisenox
- Coumadin/Jantoven/Warfarin
- Nicotine Patches, Lozenges & Gums
- Physostigmine, Physostigmine Salicylate
- Epinephrine salts (CT, WA only)
- Nitroglycerin, medical-grade (CT, HI, ME, MI only)

SECTION 3: Identifying Incompatible Pharmaceutical Waste

A small number of medications, known as incompatible, pharmaceutical waste, must be collected and transported in their own containers, per current DOT requirements, separate from compatible waste and from one another, to prevent a chemical reaction from occurring. **Please note that each category listed below requires its own container, separate from all other pharmaceutical waste.**

HAVE YOU EVER HAD TO DISPOSE OF ANY OF THE FOLLOWING MEDICATIONS?

- Aerosols (includes asthma inhalers,Hurricane)
- Collodion/Nitrocellulose (includes New Skin,Wart Removers)
- Ignitable (includes Velphoro)
- Oxidizers (includes Silver Nitrate sticks/Applicators,Arxol Silver,Amyl Nitrate, Cyanide Antidote Kits)
- Corrosive Acids (includes Aluminium Chloride Injections,Tri-Chlor,ammonia inhalants, cupric/copper/chromium chloride,hydroxyzine hydrochloride,L-cysteine, lactic acid,Pyridoxine HCL injection,sporanox)

SECTION 4: Estimating Pharmaceutical Waste Volume

Do you estimate the total quantity of pharmaceutical waste that your facility needs to dispose of on a monthly basis to be more than 220 pounds or less than 220 pounds? (Note: 220 pounds is the approximate weight of four full 5 gallon buckets of paint.)

- 1 month or less
- 2 months
- 3 months

If your facility stocks any of the P-listed items listed in section 2, do you estimate the total quantity of these items that your facility needs to dispose of on a monthly basis to be more than 2.2 pounds or less than 2.2 pounds? (Note: 2.2 pounds is the approximate weight of a full quart of milk.)

- More than 2.2 pounds
- Less than 2.2 pounds

- 4-6 months
- 7-12 Months

Note: CESQGs are facilities that generate less than 220 pounds of hazardous waste per month or less than 220 pounds of spill residue per month. SQGs are facilities that generate between 220 and 2200 pounds of the same materials. CESQGs and SQGs cannot accumulate more than 2.2 pounds of P-listed waste on site at any given time. A CESQG facility cannot accumulate onsite more than 2,200 pounds of non-acute hazardous waste at any one time prior to disposal. If this happens, the facility must then follow all the requirements of a SQG. A SQG facility cannot accumulate more than 13,200 pounds of similar material. Please note that a shipment of 2.2 pounds or more of a P listed waste can cause you to become a Large Quantity Generator (LQG).

SECTION 5: Definition of Acceptable Pharmaceutical Waste

YES, I certify that these containers will be used only for collection of RCRA hazardous and non-hazardous pharmaceutical waste. I certify that no DEA controlled substances, infectious or regulated medical wastes (RMW) or non-pharmaceutical wastes of any kind will be included in these containers. I certify that I will collect my incompatible pharmaceutical waste separately from my compatible pharmaceutical waste. I agree to place only wastes conforming to these descriptions into these containers. I agree that the current amount of pharmaceutical waste generated at my facility each month is less than 220 pounds and that the current amount of P-listed waste generated at my facility each month is less than 2.2 pounds. I agree to inform my stericycle representative in the future in the event that there is a change to any of the information provided on this document.

Name: Frank Brocato Signature: _____ Position/Title: _____

Date: September 3, 2020 Phone: _____

System Name/Affiliation: _____

Facility Name: City of Hoover Facility Address: 2020 Valleydale Rd

Facility City/ State/ Zip: Hoover, AL, 35244

Customer Number: _____ Site ID: _____

Please Return To: _____ **Fax/Email:** _____

Certificate Of Completion

Envelope Id:	Status: Sent
Subject: Stericycle Document(s) for your Signature on City of Hoover	
Source Envelope:	
Document Pages: 13	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Chad Shechtman
Time Zone: (UTC-06:00) Central Time (US & Canada)	

Record Tracking

Status: Original 9/8/2020 11:06:28 AM	Holder: Chad Shechtman	Location: DocuSign
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Signer Events

Frank Brocato

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Chad Shechtman

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent	Hashed/Encrypted	9/8/2020 11:08:10 AM
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Payment Events

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Stericycle Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Stericycle Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customercare@stericycle.com

To advise Stericycle Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customercare@stericycle.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Stericycle Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Stericycle Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. during the course of my relationship with you.

RESOLUTION NUMBER 6331-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO DEVELOPMENT AGREEMENT WITH HARDEN PROPERTIES, LLC, BUY-LO QUALITY FOOD STORES, INC. D/B/A/ PIGGLY WIGGLY.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the Mayor is hereby authorized to execute an Amendment to Development Agreement With Harden Properties, LLC, Buy-Lo Quality Food Stores, Inc. d/b/a/ Piggly Wiggly.

ADOPTED on this the 5th day of October, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (“Amendment”) is made and entered into on this the _____ day of October, 2020, by and between **HARDEN PROPERTIES, L.L.C.**, an Alabama domestic limited liability company, (“Harden”) **BUY-LO QUALITY FOOD STORES, INC. d/b/a Piggly Wiggly**, an Alabama domestic corporation (“Piggly Wiggly”), and the **CITY OF HOOVER, ALABAMA** (hereinafter referred to as the “City”).

WHEREAS, Harden, Piggly Wiggly, and the City entered into a Development Agreement, dated the 7th day of February, 2020 (the “Agreement”), to provide development incentives to Harden and Piggly Wiggly for the Purpose within the Development (as defined in the Agreement) located at Bluff Park Village; and

WHEREAS, the City, Harden and Piggly Wiggly desire to amend the Agreement as set forth herein to grant an additional economic incentive to Harden that was negotiated between Harden and the City, but inadvertently not included in the Agreement.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

A. Amendment to Article 4 of the Agreement. Article 4, Section 4.4 of the Agreement is added to the Agreement and shall read as follows:

4.4 **Reimbursement of Fees.** Within one (1) year after _____, the City will reimburse to Harden all construction related permitting fees paid by Harden to the City.

B. Remainder of Agreement Unaffected; Counterparts. The parties hereto acknowledge that, except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same amendment.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on _____, first above written.

CITY OF HOOVER, ALABAMA

BY: _____
Frank V. Brocato

ITS: MAYOR

DATE: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **FRANK V. BROCATO**, whose name as **MAYOR** of the **CITY OF HOOVER, ALABAMA**, an Alabama municipal corporation, is signed to the foregoing Amendment to Development Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2020.

(SEAL)

Notary Public
My Commission Expires: _____

HARDEN PROPERTIES, L.L.C.

BY: _____

PRINTED NAME: Kenneth E. Harden

ITS: _____

DATE: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **KENNETH E. HARDEN**, whose name as _____ of **HARDEN PROPERTIES, L.L.C.**, an Alabama limited liability company, is signed to the foregoing Amendment to Development Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2020.

(SEAL)

Notary Public
My Commission Expires: _____

BUY-LO QUALITY FOOD STORES, INC.

BY: _____

PRINTED NAME: Naseem M. Ajlouny

ITS: President

DATE: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Naseem M. Ajlouny, whose name as President of BUY-LO QUALITY FOOD STORES, INC., an Alabama domestic corporation, is signed to the foregoing Amendment to Development Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said domestic corporation on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2020.

(SEAL)

Notary Public
My Commission Expires: _____

RESOLUTION NUMBER 6336-20

A RESOLUTION APPROVING AND ASSENTING TO A DECLARATION OF VACATION

WITNESSETH THESE RECITALS:

WHEREAS, a Declaration signed by Jeremy Tickle, the owner(s), of all the lands abutting the following described right-of-way situated in the City of Hoover, Shelby County, Alabama, vacating said easement and marked as “Exhibit A”, has been duly presented to the City Council of the City of Hoover, Alabama, for assent and approval of said governing body; and

WHEREAS, said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

WHEREAS, above-referenced right-of-way is more particularly described, as follows:

Description of Vacation of Easement:

A portion of an easement to be abandoned situated in Lot 4A, A resurvey of Lot 4 Greystone 9th Sector, as recorded in Map Book 36, on Page I 16, in the Office of the Judge of Probate, Shelby County, Alabama, and being situated in the South half of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Lot 4A; thence run in a Northwesterly direction along the East line of said Lot 4A, also along the West line of Lot 5 in Greystone 9th Sector, as recorded in Map Book 21, on Page 143, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 10.11 feet to the point of beginning, being 10 feet from and parallel to the South line of said Lot 4A; thence turn an angle to the left of 81 degrees, 43 minutes, 57 seconds and run in a Northwesterly direction 10 feet from and parallel to said South line for a distance of 53.00 feet to a point; thence turn an angle to the right of 19 degrees, 45 minutes, 12 seconds and run in a Northwesterly direction for a distance of 94.00 feet to a point; thence turn an angle to the left of 111 degrees, 48 minutes, 22 seconds and run in a Southerly direction for a distance of 18.50 feet to a point; thence turn an angle to the left of 80 degrees, 22 minutes, 43 seconds and run in a Southeasterly direction for a distance of 52.70 feet to a point; thence turn an angle to the right of 33 degrees, 37 minutes, 48 seconds and run in a Southeasterly direction for a distance of 8.90 feet to a point; thence turn an angle to the right of 43 degrees, 38 minutes, 10 seconds and run in a Southerly direction for a distance of 5.50 feet to a point that is 5 feet from and parallel to the South line of said Lot 4A; thence turn an angle to the left of 84 degrees, 50 minutes, 05 seconds and run in a Southeasterly direction 5 feet from and parallel to said South line

for a distance of 57 .90 feet to a point; thence turn an angle to the left of 12 degrees, 01 minutes, 29 seconds and run in a Northeasterly direction for a distance of 24.00 feet to the point of beginning; said portion of the easement to be abandoned containing 1,204 square feet, more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

- 1. The vacation of the hereinabove described right-of-way is hereby vacated and annulled and all public rights and right-of-way herein are hereby divested pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975; and
- 2. A copy of the Final Plat for A Resurvey of Lot 4A of a Resurvey of Lot 4, Greystone 9th Sector shall be recorded in the Shelby County Office of the Probate as approved by the Planning and Zoning Commission on September 14, 2020 contingent upon the adoption and approval of the vacation of easement by the City Council of the City of Hoover, Alabama.

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 5th day of October, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

STATE OF ALABAMA
SHELBY _____ COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Lot 4A Part of Easement as same appears on the Plat of RES LOT 4A GREYSTONE 9TH SEC which Plat is recorded in Plat Book 36, at Page 116, in the Probate Office of ~~Jefferson~~ ^{SHELBY} County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said Lot 4A Part of Easement as the same appears of record on the Plat to be vacated, and said Lot 4A Part of Easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of Lot 4A Part of Easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.
2. It is in the best public interest that Lot 4A Part of Easement be closed and vacated.
3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.
4. Lot 4A Part of Easement is situated in the City of _____, SHELBY County, Alabama. A copy of the map reflecting the location of Lot 4A Part of Easement is attached hereto and incorporated into this Declaration of Vacation as a part hereof.
5. Reasoning/Purpose for request to vacate:
To enable the required privacy wall between golf course and pool
within owner's back yard.
6. Type of Easement/Right-Of-Way to be vacated:
Partial vacation of an existing utility / drainage easement
located within owner's back yard.

7. The street address and legal descriptions of all property abutting Lot 4A Part of Easement and the names and addresses of the owner of said abutting properties are, as follows:

A. Street Address: 5246 Greystone Way, Birmingham, AL 35242
Legal Description: Lot 4A, Greystone 9th Sector, MB 36, PG 116
Owners' Name(s): Jeremy Tickle

B. Street Address: N/A - NO ABUTTING PROPERTY OWNER REQUIRED
Legal Description: EASEMENT PORTION WITHIN OWNER'S YARD ONLY
Owners' Name(s): EASEMENT VACATION IS CONTAINED WITHIN OWNER'S YARD

C. Street Address: NOT APPLICABLE - PARTIAL EASEMENT VACATION
Legal Description: PORTION ONLY WITHIN OWNER'S YARD
Owners' Name(s): NOT APPLICABLE

D. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

E. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

F. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

G. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

H. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

8. All of the undersigned do hereby declare Lot 4A Part of Easement to be vacated and respectfully request the assent of the City Council of the City of Hoover, Alabama, to said vacation of Lot 4A Part of Easement and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on:

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)

Name Jeremy Pickle

Date 8/11/20

Name _____

Date _____

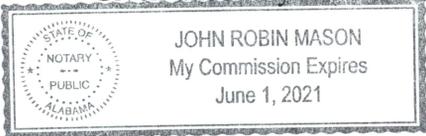
STATE OF ALABAMA

Shelby COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, does hereby certify that Jeremy Tickle, whose name is signed to the foregoing Declaration of Vacation, and who is acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of AUGUST, 2020.



John Robin Mason
Notary Public

STATE OF ALABAMA

_____ COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, does hereby certify that _____, whose name is signed to the foregoing Declaration of Vacation, and who is acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 20__.

Notary Public

STATE OF ALABAMA

_____ COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, does hereby certify that _____, whose name is signed to the foregoing Declaration of Vacation, and who is acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 20__.

Notary Public

Legal Description of Portion of Easement to be Vacated
5246 Greystone Way

A portion of an easement to be abandoned situated in Lot 4A, A resurvey of Lot 4 Greystone 9th Sector, as recorded in Map Book 36, on Page 116, in the Office of the Judge of Probate, Shelby County, Alabama, and being situated in the South half of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Lot 4A; thence run in a Northwesterly direction along the East line of said Lot 4A, also along the West line of Lot 5 in Greystone 9th Sector, as recorded in Map Book 21, on Page 143, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 10.11 feet to the point of beginning, being 10 feet from and parallel to the South line of said Lot 4A; thence turn an angle to the left of 81 degrees, 43 minutes, 57 seconds and run in a Northwesterly direction 10 feet from and parallel to said South line for a distance of 53.00 feet to a point; thence turn an angle to the right of 19 degrees, 45 minutes, 12 seconds and run in a Northwesterly direction for a distance of 94.00 feet to a point; thence turn an angle to the left of 111 degrees, 48 minutes, 22 seconds and run in a Southerly direction for a distance of 18.50 feet to a point; thence turn an angle to the left of 80 degrees, 22 minutes, 43 seconds and run in a Southeasterly direction for a distance of 52.70 feet to a point; thence turn an angle to the right of 33 degrees, 37 minutes, 48 seconds and run in a Southeasterly direction for a distance of 8.90 feet to a point; thence turn an angle to the right of 43 degrees, 38 minutes, 10 seconds and run in a Southerly direction for a distance of 5.50 feet to a point that is 5 feet from and parallel to the South line of said Lot 4A; thence turn an angle to the left of 84 degrees, 50 minutes, 05 seconds and run in a Southeasterly direction 5 feet from and parallel to said South line for a distance of 57.90 feet to a point; thence turn an angle to the left of 12 degrees, 01 minutes, 29 seconds and run in a Northeasterly direction for a distance of 24.00 feet to the point of beginning; said portion of the easement to be abandoned containing 1,204 square feet, more or less.

RESOLUTION NUMBER 6334-20

A RESOLUTION AUTHORIZING BIRMINGHAM WATER WORKS TO INSTALL FIRE HYDRANTS

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that **Birmingham Water Works** is hereby authorized to install four (4) fire hydrants at the following location(s):

Harmony at Riverchase Assisted Living Development

- o *located at 2171 Parkway Lake Drive*

ADOPTED this the 5th day of October, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

RESOLUTION NUMBER 6335-20

**A RESOLUTION AUTHORIZING THE MAYOR TO FILL
CERTAIN EMPLOYEE POSITION VACANCIES**

WHEREAS, the City Council of the City of Hoover, Alabama adopted Resolution Number 6225-20 in response to the Governor's Declaration of a State of Emergency due to the COVID-19 virus; and

WHEREAS, the City Council of the City of Hoover, Alabama also declared a State of Emergency due to the virus on the 16th day of March, 2020 by adoption of Resolution Number 6225-20; and

WHEREAS, the City Council of the City of Hoover, Alabama froze all hiring for vacant approved positions and where no offer had been made; and

WHEREAS, the City Council of the City of Hoover, Alabama finds that it is a public purpose and in the public interest to allow the hiring of personnel to fill certain vacant positions.

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor Frank V. Brocato is authorized to fill the following current employee position vacancies:

1. Five (5) Firefighters – Fire Department
2. One (1) Full-time Administrative Assistant – Office of the City Clerk

ADOPTED this the 5th day of October, 2020.

Gene Smith, President of the Council

APPROVED:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6332-20

A RESOLUTION DECLARING A WEED AND OTHER VEGETATION NUISANCE AND DIRECTING THE ABATEMENT OF SAID NUISANCE PURSUANT TO ALABAMA LAW

WHEREAS, the *Code of Alabama* gives all municipalities the authority to abate weeds on property within their municipal city limits under sections 11-67-60 through 11-67-67; and

WHEREAS, the properties (hereafter subject properties) located at the address listed below has an overabundance of grass and/or weeds present thereon:

2125 Tyler Lane, Alabama

WHEREAS, the abundance of overgrown grass and/or weeds on the subject property is injurious to the general public health, safety and general welfare by:

- (a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests;
- (b) attaining heights and dryness that constitute a serious fire threat or hazard;
- (c) bearing wingy or downy seeds, when mature that cause the spread of weeds and when breathed, irritation to the throat, lungs, and eyes of the public;
- (d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property;
- (e) being unsightly; and/or
- (f) exceeding 12 inches in height; and

WHEREAS, such grass and/or weeds located on the subject property constitutes a threat to the health, safety, and welfare of the citizens of the City of Hoover and must be abated.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the weeds and/or grass located at the following address are declared to be a public nuisance:

2125 Tyler Lane, Alabama

BE IT FURTHER RESOLVED, that the public nuisance located at the above described property is hereby ordered to be abated by the City of Hoover as provided under Alabama law.

ADOPTED this the 5th day of October, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6317-20

A RESOLUTION FOR THE ABATEMENT OF NUISANCE DUE TO WEEDS AND/OR GRASS

WHEREAS, the *Code of Alabama* gives all municipalities the authority to abate weeds on property within their municipal city limits under sections 11-67-60 through 11-67-67; and

WHEREAS, it has been determined that the properties (hereafter subject properties) located at the addresses listed below have an overabundance of grass and/or weeds present thereon:

2302 Locke Lane, Hoover, Alabama

WHEREAS, the abundance of overgrown grass and/or weeds on the subject properties is injurious to the general public health, safety and general welfare by:

- (a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests; or
- (b) attaining heights and dryness that constitute a serious fire threat or hazard; or
- (c) bearing wingy or downy seeds, when mature, that cause the spread of weeds and, when breathed, irritation to the throat, lungs, and eyes of the public; or
- (d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property; or
- (e) being unsightly; or
- (f) growth of grass or weeds, other than ornamental plant growth, that exceeds 12 inches in height; and

WHEREAS, such grass and/or weeds located on the subject properties constitute a threat to the health, safety, and welfare to the citizens of the City of Hoover and must be abated;

WHEREAS, the subject properties were declared to be a public nuisance by this City Council through Resolution Number 6258-20 passed by the Council on the 15th day of June, 2020;

WHEREAS, following the passage of Resolution Number 6272-20 the City Council scheduled a public hearing on Monday, July 20, 2020 at 6:00 p.m. in the City Council Chambers to consider evidence, objections, and protests regarding the removal of the weeds on the subject properties;

WHEREAS, as required by Alabama Code §11-67-62:

- (a) notices of the public hearing were mailed by certified mail, return receipt requested at least twenty-one (21) days from the date of the public hearing to all property owners of the subject properties appearing of record in the office of the tax assessor;
- (b) notice of the public hearing was posted in three public places located in the municipality for at least 21 days prior to the hearing; and
- (c) two signs were conspicuously posted on each of the subject properties at least seven (7) days prior to the public hearing date;

WHEREAS, the City Council convened for such public hearing at said time and date and heard and considered all evidence concerning the subject properties; and

WHEREAS, no objections or protests regarding the proposed removal of the weeds and/or grass on the subject properties were filed with and/or presented to the City of Hoover at this public hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present, at the conclusion of the public hearing that the weeds and/or grass on the following properties is declared to be a public nuisance:

2302 Locke Lane, Hoover, Alabama

BE IT FURTHER RESOLVED, that the public nuisance located on the subject properties is hereby ordered to be abated by the City of Hoover, Alabama as provided under Alabama law.

ADOPTED this the 20th day of July, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6328-20

A RESOLUTION GRANTING CONDITIONAL USE APPROVAL FOR A PLACE OF WORSHIP FOR THE PROPERTY LOCATED AT 3604 LORNA RIDGE DRIVE AND 2122 LORNA RIDGE LANE, HOOVER, ALABAMA

WHEREAS, Article VI, Section 11.3 of the Zoning Ordinance of the City of Hoover, Alabama classifies uses permitted only as a “Conditional Use”; and

WHEREAS, the property is located at 3604 Lorna Ridge Drive, and the property is currently zoned C-2 (Community Business District); and

WHEREAS, Mr. Pritesh Patel, authorized representative, has submitted application for Conditional Use Approval to allow for a place of worship on the property located at 3604 Lorna Ridge Drive; and

WHEREAS, said legal description and map of the subject property is hereby attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

1. Conditional Use Approval is hereby approved to allow for a place of worship for the property located at 3604 Lorna Ridge Drive; and
2. The legal description and map of the subject property is hereby attached as Exhibit A; and
3. This Resolution Number 6328-20 shall become effective immediately upon the approval and adoption by the City Council of the City of Hoover, Alabama.

APPROVED and ADOPTED, on this the 19th day of October, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

EXHIBIT A

Legal Description:

3604 Lorna Ridge Drive and 2122 Lorna Ridge Lane (40-7-3-001-65.001):

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 2 WEST, IN JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 265.00 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF I-459 HIGHWAY; THENCE 65 DEGREES 06 MINUTES 31 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 590.37 FEET; THENCE 103 DEGREES 03 MINUTES RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 75.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 220.00 FEET; THENCE 96 DEGREES 37 MINUTES 07 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 635.92 FEET; THENCE 93 DEGREES 01 MINUTE 54 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 350.26 FEET; THENCE 99 DEGREES 28 MINUTES 02 SECONDS LEFT IN A NORTHEASTERLY DIRECTION ALONG A LINE 60 FEET FROM AND PARALLEL TO SAID RIGHT OF WAY LINE AND THE EXTENSION THEREOF A DISTANCE OF 606.42 FEET TO THE POINT OF BEGINNING.



293 ft
Scale Per Inch



This City of Hoover Geographic Information System (GIS) map is used for reference purposes only. The City of Hoover does not guarantee accuracy of the material contained herein and is not responsible for misuse or

Powered by
VANTAGEPOINTS

ORDINANCE NUMBER 20-2491

AN ORDINANCE TO AMEND ORDINANCE NUMBER 263 THE CITY OF HOOVER, ALABAMA, ENTITLED "THE ZONING ORDINANCE OF THE CITY OF HOOVER, ALABAMA".

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

SECTION 1. That the Zoning Map of the City of Hoover, Alabama, adopted as part of the Zoning Ordinance of the City of Hoover, Alabama, as heretofore amended, be and the same is amended as follows:

"That the property described on Exhibit "B" attached hereto and as shown on the map attached hereto as "Exhibit "C" and made a part hereof, located in the City of Hoover, Alabama, be and from and after the enactment hereof, zoned from:

621 Kleins Drive (39-3-4-002-4.000) from Hoover A-1 to Hoover E-2 (Single Family Estate District) with Conditions, and

644 Kleins Drive (39-3-3-001-8.000) from Hoover A-1 to Hoover R-1 (Single Family Residential District) with Conditions, and

The "Conditions" referred to with this rezoning are, as follows:

1. Exhibit Map A Parcel 2, 5, 6, 7, and 8 will have no more than 44 units; and
2. Exhibit Map A Parcel 1 shall have covenants that restrict any further development of more than one house.

as set out in the Zoning Ordinance of said City, as amended, shall govern and control the uses made of and permitted in said property."

SECTION 2. That all ordinances, or parts of ordinances contrary to the provisions hereof are hereby repealed.

SECTION 3. That if any part, provision or section of this ordinance is declared to be unconstitutional, or invalid by any court of competent jurisdiction, such holdings shall not affect any other part, provision or section of this ordinance not thereby affected.

SECTION 4. That this ordinance shall become effective immediately upon its passage and approval by the Council and the Mayor of the City of Hoover, Alabama.

ADOPTED this the 19th day of October, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

CERTIFICATION:

I, Wendy Dickerson, as City Clerk of the City of Hoover, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 20-2491 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Hoover on the 19th day of October, 2020, as same appears in the official records of said City.

Posted at the Hoover City Hall, Hoover Public Library, Fire Station # 7, Fire Station #8, and the Hoover Public Safety Center this the _____ day of _____, 2020.

Wendy Dickerson
City Clerk

EXHIBIT MAP A

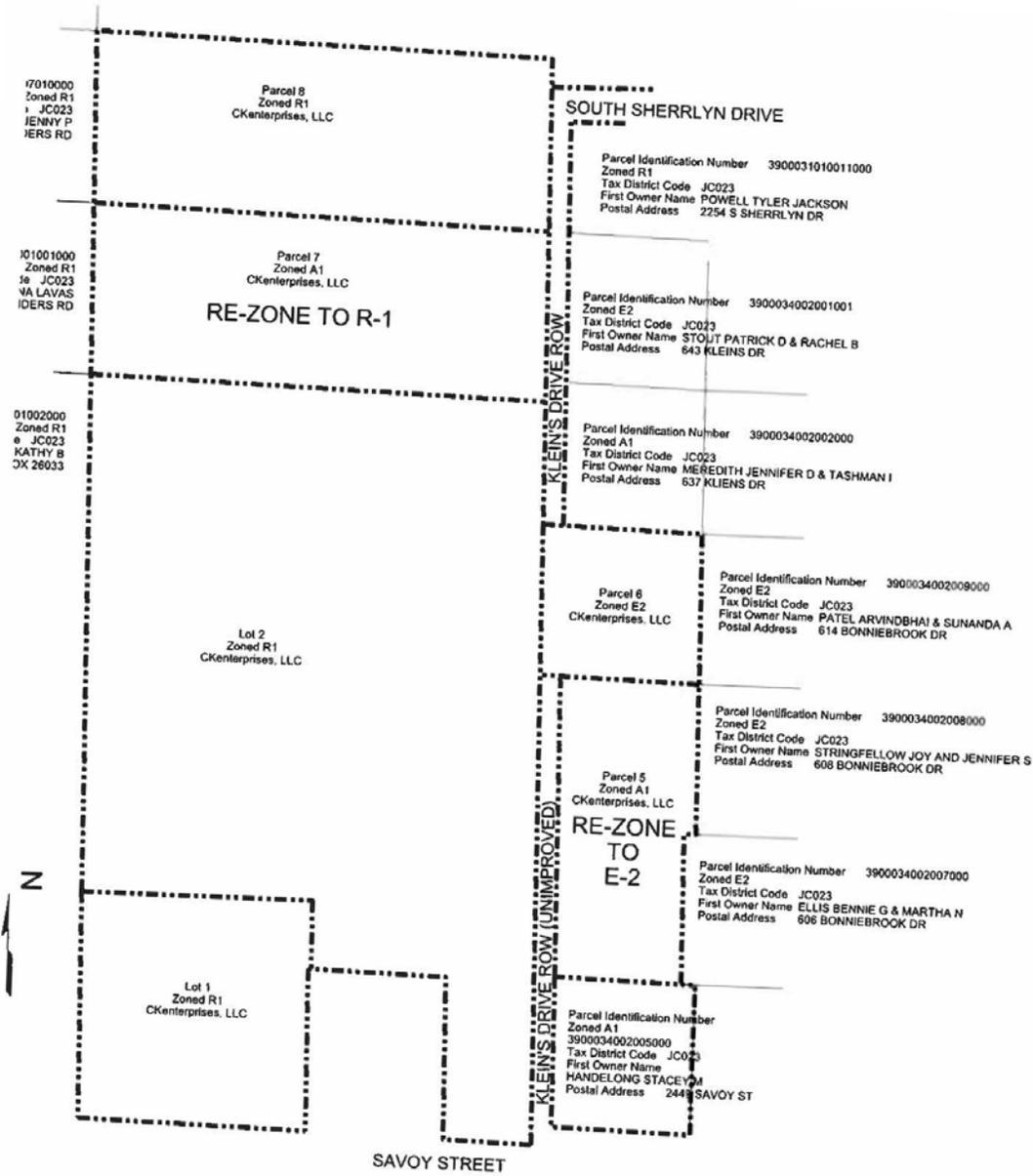


EXHIBIT B

Legal Descriptions:

621 Kleins Drive (*Parcel ID 39-3-4-002-4.000*)

A part of the NW1/4 of SE1/4 of Section 3, Township 19 South, Range 3 West, Jefferson County, Alabama described as follows:

BEGIN at the Southeast corner of Lot 12, according to the First Addition of Klein's Subdivision, as recorded in Map Book 65, Page 100, in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama;

Thence N88°49'35"W along the South Boundary of said Lot 12, 199.88 feet;

Thence S00°57'15"E, 435.62 feet;

Thence S88°48'09"E, 182.23 feet;

Thence N00°52'09"W, 217.80 feet;

Thence S88°52'06"E, 17.06 feet;

Thence N00°53'05"W, 217.87 feet to the POINT OF BEGINNING.

Contains 1.90 acres, more or less.

644 Kleins Drive (*Parcel ID 39-3-3-001-8.000*)

A part of the NE1/4 of SW1/4 of Section 3, Township 19 South, Range 3 West, Jefferson County Alabama described as follows:

COMMENCE at the Northeast corner of said NE1/4 of SW1/4;

Thence N88°42'50"W along the North Boundary of said NE1/4 of SW1/4, 15.00 feet to the POINT OF BEGINNING;

Thence N88°42'50"W along the North Boundary of said NE1/4 of SW1/4, 659.75 feet;

Thence S01°00'56"E, 248.33 feet;

Thence S88°49'12"E, 658.84 feet;

Thence N00°48'57"W, 247.07 feet to the POINT OF BEGINNING.

Contains 3.74 acres, more or less.

EXHIBIT C

Subject Property in Blue- Request Rezoning from Hoover A-1 to Hoover R-1



 Subject Property

Subject Property in Blue -
Request Rezoning from Hoover A-1 to Hoover E-2



 Subject Property

ORDINANCE NUMBER 20-2492

**AN ORDINANCE FOR THE SEVENTEENTH AMENDMENT TO
THE TRACE CROSSINGS PLANNED UNIT DEVELOPMENT
ZONING APPLICATION**

WHEREAS, SB Development Corporation and United States Steel Corporation has submitted the Seventeenth Amendment to the Trace Crossings Planned Unit Development (“Seventeenth Amendment”) to the City of Hoover (a copy of which is attached as Exhibit A) with the following conditions:

1. The Developer shall pay 50% of the signaling expenses; and
2. The Developer shall submit a traffic study prior to preliminary plat approval; and

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HOOVER, ALABAMA, in regular meeting duly assembled, a quorum being present, that the Trace Crossings Planned Unit Development is hereby amended in accordance with the attached Exhibit A, Seventeenth Amendment to the Trace Crossings Planned Unit Development Zoning Application with the following conditions:

1. The Developer shall pay 50% of the signaling expenses; and
2. The Developer shall submit a traffic study prior to preliminary plat approval.

ADOPTED AND APPROVED this the 19th day of October, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

CERTIFICATION:

I, Wendy Dickerson, as City Clerk of the City of Hoover, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 20-2492 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Hoover on the 19th day of October, 2020, as same appears in the official records of said City.

Posted at the Hoover City Hall, Hoover Public Library, Fire Station # 7, Fire Station #8, and the Hoover Public Safety Center this the _____ day of _____, 2020.

Wendy Dickerson
City Clerk

EXHIBIT A

RECEIVED

AUG - 7 2020

REVISED

CITY OF HOOVER

**SEVENTEENTH AMENDMENT TO THE
TRACE CROSSINGS PLANNED UNIT DEVELOPMENT ZONING APPLICATION**

THIS SEVENTEENTH AMENDMENT TO THE TRACE CROSSINGS PLANNED UNIT DEVELOPMENT ZONING APPLICATION (this "Amendment") is entered into as of the 20th day of July, 2020 by and among UNITED STATES STEEL CORPORATION, a Delaware corporation ("USS"), and SB DEV. CORP., an Alabama corporation ("Signature"), and the CITY OF HOOVER, ALABAMA, an Alabama municipal corporation (the "City").

RECITALS

USS has heretofore submitted to the City, and the City has approved, The Trace Crossings Planned Unit Development Zoning Application dated September 21, 1987 (approved by the City in Ordinance No. 87-664), as amended by First Amendment thereto dated January, 1991 (and approved by the City in Ordinance No. 90-978), Second Amendment thereto dated April, 1991 (and approved by the City in Ordinance Nos. 91-1007 and 91-1008), Third Amendment thereto dated July, 1993 (and approved by the City in Ordinance No. 93-1134), Fourth Amendment thereto dated March, 1997 (and approved by the City in Ordinance No. 96-1530, and Zoning Case Z-1196-34), Fifth Amendment thereto adopted by the City Council on July 6, 1998, Sixth Amendment thereto dated and approved by the City Council on June 7, 1999, Seventh Amendment thereto adopted by the City Council on March 18, 2002 (and approved by City Council in Ordinance No. 02-1879), Eighth Amendment thereto dated June 16, 2006 (and approved by City Council Ordinance No. 07-2139), Ninth Amendment thereto dated May 19, 2008 (and approved by City Council in Ordinance No. 07-2139), Tenth Amendment thereto dated February 18, 2013 (and approved by City Council on April 15, 2013), Eleventh Amendment thereto dated May 2, 2017 adopted by the City Council on June 5, 2017 (and approved by City Council in Ordinance Nos. 17-2335, 17-2336, and 17-2337) ("11th Amendment"), Twelfth Amendment thereto adopted by the City Council on December 18, 2017 (and approved by City Council in Ordinance No. 17-2356), Thirteenth Amendment thereto dated April 20, 2018 adopted by City Council on June 18, 2018 (and approved by City Council in Ordinance No. 18-2376), Fourteenth Amendment thereto dated July 27, 2018 adopted by City Council on October 15, 2018 (and approved by City Council in Ordinance 18-2403), Fifteenth Amendment thereto dated April 22, 2019 adopted by City Council on June 17, 2019 (and approved by City Council in Ordinance 19-2436), and Sixteenth Amendment thereto dated November 18, , 2020 but not submitted to City Council for adoption at election of USS (collectively, the "PUD Plan"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to such terms in the 11th Amendment and, if such capitalized terms are not defined in the 11th Amendment, then such capitalized terms shall have the same meanings given to such terms in the PUD Plan.*

USS is the owner of Parcel 10, as described in the 11th Amendment, which contains approximately 43 acres, more or less, which pursuant to the 11th Amendment, was zoned Planned Commercial, subject to the Conditional Use Site Development Plan set forth in the 11th

Amendment and is more particularly described in Exhibit A-1, attached hereto and incorporated herein by reference.

USS is the owner of Parcel 6, as described in the 11th Amendment, containing approximately 10 acres, more or less, which pursuant to the 11th Amendment, was zoned Planned Commercial, but not a part of the Conditional Use Site Development Plan and is more particularly described in Exhibit A-2 attached hereto and incorporated herein by reference. Parcel 6 combined with Parcel 10 are hereinafter referred to as the Village Center in this Amendment. (collectively, the "Village Center" or the "Village Center Property")

USS and Signature desire to rezone the Village Center previously approved in Section 7(a) of the 11th Amendment and to withdraw and permanently delete the Conditional Use Site Development Plan as described in Section 18 of the 11th Amendment and shown in Exhibit E, E-1, E-2, E-3 and F in the 11th Amendment.

Following the approval of this Amendment, USS has agreed to sell, and Signature has agreed to purchase from USS, the Village Center Property and contemporaneously with the closing of such sale, USS shall transfer and assign to Signature 118 dwelling units of development density for use within the Village Center.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the parties hereto agree as follows:

1.0 **APPLICATION FEE**. An application fee of \$100 has been contemporaneously paid by Signature to the City.

2.0 **RESIDENTIAL DENSITY**. To the extent this Amendment is approved by the City, and Signature purchases the Village Center Property from USS, the City hereby consents to the transfer and assignment by USS to Signature of 118 units of development density for the Village Center consisting of (a) the original, remaining 74 dwelling units allocated to Parcel 10 pursuant to Section 5(f) of the 11th Amendment, plus (b) an additional 44 dwellings units of development density to be assigned by USS to Signature from the Brock's Gap Development Density for the Village Center (thereby leaving a balance of 23 dwelling units of development density for the Brock's Gap Development). Accordingly, notwithstanding anything provided to the contrary in the PUD Plan or this Amendment, all references to the maximum number of dwelling units of development density for the Village Center is hereby amended to be 118 units of development density.

3.0 **REZONING OF VILLAGE CENTER PROPERTY**.

3.1 The Village Center Zoning Plan for the Village Center Property (the "Village Center Zoning Plan") attached hereto as Exhibit B and incorporated herein by reference supersedes and replaces in its entirety all previous Conditional Use Site Development Plans and

Zoning Districts set forth in the 11th Amendment and previously approved for Parcel 6 and Parcel 10. From and after the date hereof, (a) any and all references in the PUD Plan or the 11th Amendment to (i) Parcel 10 are deleted in their entirety, (ii) Parcel 6 are deleted in their entirety and (iii) the Master Development Plan shall mean and refer to the Village Center Zoning Plan attached to this Amendment as Exhibit B, (b) the Conditional Use Site Development Plan attached as Exhibit E to the 11th Amendment and Exhibits E-1, E-2, E-3 and F attached to the 11th Amendment are deleted in their entirety and shall no longer be of any further force or effect and (c) Sections 6 and 7 of the 11th Amendment shall not be applicable to The Village Center Property.

3.2 The Village Center Zoning Plan reflects the rezoning of the Village Center Property which incorporates the previous Parcel 6 and Parcel 10 set forth in the 11th Amendment as either (a) Planned Residential (PR-1), as described in Exhibit A-3 attached hereto and incorporated herein by reference (the "Village Center PR-1 Area") or (b) Planned Commercial (PC), as described in Exhibit A-4 attached hereto and incorporated herein by reference (the "Village Center PC Area").

4.0 DEVELOPMENT CRITERIA FOR THE VILLAGE CENTER.

4.1 The Village Center PC Area shall be subject to the following: (i) the Development Criteria set forth below in this Section 4.0 of this Amendment, including, specifically, the restrictions set forth in Section 4.4 below, and (ii) the Declaration of Protective Covenants of Trace Crossings (Business)(the "TC Business Covenants").

4.2 Within the Village Center PR-1 Property, such Village Center PR-1 Area shall be used and developed solely for detached single-family residential uses not to exceed 118 single -family dwelling units.

4.3 The Village Center PR-1 Area shall be developed solely in accordance with the Village Center PR-1 Development Criteria (including the minimum lot sizes, minimum building setback requirements, minimum dwelling sizes and other requirements) set forth in Exhibit C attached hereto and incorporated herein by reference and and those provisions in this Amendment applicable to the Village Center PR-1 Area and shall not be subject to any contrary provisions set forth in the Declaration of Protective Covenants of Trace Crossings (Residential)("TC Residential Covenants"), the PUD Plan (including the Development Criteria for Single-Family Lots set forth in Section 6 of the 11th Amendment), this Amendment or in Article XII, Section 4.0, of the City Zoning Ordinance. Accordingly, the Village Center PR-1 Development Criteria contained in Exhibit C attached hereto shall supercede and replace any and all other applicable covenants, conditions, restrictions, ordinances (including the Zoning Ordinance), and regulations which may be applicable to the Village Center PR-1 Area. A Conceptual Master Development Plan for the Village Center PR-1 Area is attached hereto as Exhibit G and incorporated herein by reference.

4.4 Subject to the remaining provisions of this Section 4.4, the Village Center PC Area shall be developed in compliance with the uses and other provisions set forth in the Development Criteria of the Planned Commercial (PC) District in The Trace Crossings Planned Unit Development Zoning Application dated September 21, 1987 (approved by the City in Ordinance No. 87-664), the Declaration of Protective Covenants of Trace Crossings (Business) dated March 20, 1987 (the "TC Business Covenants") which has been recorded in Real 646, Page 515 in the Office of the Judge of Probate of Jefferson County, Alabama, and the rules and regulations adopted by the Trace Crossings Business Association (the "TCBA"). Notwithstanding anything provided to the contrary in the PUD Plan, this Amendment, the TC Residential Covenants or the TC Business Covenants, the Village Center PR-1 Area and the Village Center PC Area shall not be subject to any contrary provisions set forth in the TC Residential Covenants shall be subject to the following:

4.4.1 The following PC permitted uses shall be prohibited in the Village Center PC Area: fast-food restaurant situated in a free-standing building, auto dealership, building material sales, domestic equipment rental, hospital except free standing emergency rooms are allowed, car wash, and automotive service establishments which include muffler, tire, oil change, battery, brakes, transmission shops, and gasoline dispensing facilities.

4.4.2 Maximum building height in the Village Center PC Area shall be three (3) stories except that a motel, hotel, assisted or independent living, or senior housing or any other building located more than five hundred (500) feet from a single-family residential property boundary that is located in Chestnut Ridge shall not exceed four (4) stories in height measured from finish floor elevation on ground level but does not include unoccupied decorative roof elements. Exhibit D attached hereto and incorporated herein by reference (which is the same as Exhibit C attached to the 11th Amendment) reflects those areas of the Village Center which are within 500 feet of the single-family residential property boundary of lots located on Chestnut Trace.

4.4.3 The maximum net retail sales area for any one (1) single-tenant occupant of any of the Village Center PC Area, excluding motel, hotel or other living accommodations, shall be limited to 20,000 square feet, exclusive of stock room and/or storage areas.

4.4.4 The Village Center shall be developed with a unified development concept, which may include buildings situated in clusters. Individual parcels shall be allowed but vehicular and pedestrian access across adjoining parcel shall be required for improved circulation and cross parking across the overall master planned development of the Village Center.

4.4.5 All mechanical equipment located on a roof shall be screened so it is not visible from any directly adjoining properties. The method of screening such mechanical equipment shall be approved by the TCBA with respect the Village Center PC Area and, with

respect to the Village Center PR-1 Area, the Trace Crossings Architectural Committee Homeowner Guidelines (the "TCRA").

4.4.6 All buildings within the Village Center PR-1 Area shall be constructed with a pitched roof. All commercial buildings within the Village Center PC Area which are located within five hundred (500) feet of a single-family residential property boundary that is located on Chestnut Trace shall be built with a pitched roof and all mechanical units will be located on the ground.

4.4.7 Preservation of an undisturbed buffer, as shown on Exhibit D attached hereto and incorporated herein by reference (as shown in Exhibit E-3 attached to the 11th Amendment) shall be established and maintained between the Village Center PR-1 Area and the rear lot lines for those residential lots along Chestnut Trace. Upon completion of development of the Village Center, Signature shall donate the buffer as described in this Section 4.4.8 to the Trace Crossings Master Homeowner's Association.

4.4.8 The surface of any exterior walls visible from off-premise shall be composed of masonry, stucco, cementitious siding, site cast panels with stucco applied paint finish or other material(s) as approved by the TCBA with respect to the Village Center PC Area and by the TCRA with respect to the Village Center PR-1 Area. No metal walls panels of any shape or type, nor any type of glazed brick will be allowed as an exposed exterior component.

4.4.9 All exterior parking/access light fixtures within the Village Center PC Area shall not exceed 18-feet in height and will cast light down and will not spill over onto adjacent property.

4.4.10 Restaurant uses within the Village Center PC Area along Stadium Trace Parkway may include outside patio areas for dining as approved by TCBA which will not require screening from street.

4.4.11 Within the Village Center PR-1 Area, on-street parking shall be allowed within any street designated as an Urban Street on Exhibit E hereto but shall not be allowed within any Lane, as designated on Exhibit E. Parking on Stadium Trace Parkway shall at all times be prohibited. Signature shall install "No Parking on Street" signs in the Lanes.

4.4.12 Signature is aware that during some holidays and other special events, visitors to the Village Center PR-1 Area homes may need additional parking within the Village Center PC Area and will attempt to provide such additional parking within the Village Center PC Area through a cross-parking arrangement allowing such visitors to the Village Center PR-1 Areas homes to park within unused parking areas within the Village Center PC Area.

4.4.13 Due to the desire for the Village Center to be a master-planned, walkable, mixed-use development, future development will allow for buildings to front Stadium

Trace Parkway with building set back of a minimum of 20 feet, which will allow for patios and sidewalks along Stadium Trace Parkway.

4.4.14 Overall, the development of the Village Center Property, including the rear buffer area, as described in Section 4.4.7 above, shall comply with the tree conservation standards in Section 2.9 of Article XIII of the City Zoning Ordinance as shown on the Tree Conservation Plan attached hereto as Exhibit G and incorporated by reference; provided, however, that the following sections of Article XIII are not applicable to the Village Center development concept contemplated herein: (i) Section 2.9 E , Minimum number of trees to be planted on an individual lot (required trees would be accommodated with the common areas); (ii) Section 3.0, Buffer separating land uses within the Village Center PC Area, or between the Village Center PC Area and Village Center PR-1 Area or between the Village Center PR-1 Area and any adjoining PI (Planned Institutional) zoned property, and (iii) Section 4.0 , Landscaping required to be installed within interior of parking and vehicle areas (required trees would be accommodated within the common areas). A Tree Conservation Plan utilizing the foregoing criteria shall accompany any application submitted to the City for Preliminary Plat approval in the Village Center PR-1 Area.

4.4.15 A pedestrian crosswalk consisting of stamped bituminous asphalt paving, or equivalent, shall be established on Stadium Trace Parkway as approved by the City Engineer.

4.4.16 Signature shall form a nonprofit homeowners' association (the "HOA") for the Village Center PR-1 Area which shall, among other duties, be solely responsible for the maintenance, repair and replacement of any and all, trees, plants, shrubs, community signs, appurtenances (including sidewalks not associated with the driveway for a residence; but excluding driveways, individual or cluster mail boxes and drainage structures) which may be placed within the public right-of-way of any roadways within the Village Center PR-1 Area by Signature. Additionally the HOA , through its Architectural Review Committee ("ARC"), shall create fence regulations for the Village Center PR-1 Area.

4.4.17 The Village Center Zoning Plan contained herein modifies the acreage contained in the Village Center PR-1 Area as more particularly described in Exhibit A-3, in the Village Center PC Area as more particularly described in Exhibit A-4 and the acreage contained within the remainder of Parcel 6 as more particularly described in Exhibit A-5. There has been no change to combined total acreage of the Village Center and Parcel 6 as presented in the 11th Amendment.

4.5 ADDITIONAL OR SUBSEQUENT GOVERNMENTAL REQUIREMENTS. Except as otherwise specifically provided to the contrary in this Amendment, Signature and its respective successors and assigns shall comply with all existing ordinances, statutes, rules, regulations and requirements of the City (collectively, the "Governmental Requirements"), as the same may be amended from time to time; provided, however, that in the event (a) any conflict or

ambiguity arises between the terms and provisions set forth in this Amendment and the terms and provisions set forth in any existing or future Governmental Requirements of the City, then the terms and provisions of this Amendment shall at all times control; (b) the provisions of any existing Governmental Requirements of the City in effect as of the date hereof are modified or amended, then such modifications or amendments shall not be effective as applied to the Property; and (c) any new Governmental Requirements are enacted after the date of this Amendment which impose more stringent requirements on the Property or the use of any portion of the Property, then such increased or additional requirements shall not be effective as applied to that portion of the Property.

5.0 **TRAFFIC STUDY.** Traffic Impact Study v3 dated May 2017 performed by Skipper Consulting, Inc (“Traffic Study”) has previously been submitted to the City with the 11th Amendment zoning application which projected vehicular traffic generation for Trace Crossings, Lake Wilborn, and Blackridge Planned Unit Developments; which included the Village Center Property. No additional units of single-family development density have been added since the Traffic Study was performed. The Traffic Study, in addition to predictive vehicular trip generation and analysis, recognized and recommended the following roadway and intersection improvements, all of which have been implemented: (i) an exclusive left turn lane on Learning Lane westbound, (ii) an exclusive right turn lane on Stadium Trace Parkway northbound, (iii) an exclusive left turn lane on Brocks Gap Parkway eastbound, (iv) an exclusive left turn lane on Learning Lane westbound, (v) an exclusive right turn lane on Stadium Trace Parkway northbound, (vi) an exclusive left turn lane on Brocks Gap Parkway eastbound, (vii) Alabama Highway 150 at Stadium Trace Parkway/Preserve Parkway; construct a second right turn lane on Alabama Highway 150 eastbound, and construct a second through lane on Stadium Trace Parkway northbound, (ix) Stadium Trace Parkway at Fleming Parkway; restripe Stadium Trace Parkway northbound as two through lanes, and install a traffic signal when warranted.

5.1 A updated Traffic Impact Study shall be included with any application for Preliminary Plat approval submitted to the City for any of the Property within the Village Center PC Area. Such updated Traffic Impact Study will focus on vehicular traffic impact relating solely to the anticipated or proposed commercial and/or office land use for the Village Center PC Area.

6.0 **STORMWATER.** To the extent this Amendment is approved by the City, Signature purchases the Village Center Property from USS, and subject to the provisions of set forth in Section 4 and Exhibit C herein, the Village Center shall be designed and developed in manner which recognizes and addresses the importance of the quantity and quality of stormwater discharge leaving the site. A storm water drainage plan shall be included with any application for Preliminary Plat approval submitted to the City for any of the Property within the Village Center.

7.0 **NON-JOINDER.** Upon Signature purchasing the Village Center Property from USS to be developed as contemplated herein, the terms and provisions of this Amendment may only be amended by a written agreement or amendment executed by Signature and the City, without any requirement for the joinder of USS.

8.0 **MISCELLANEOUS PROVISIONS.** Subject to the deviations set forth in all of Section 4 of this Amendment, it is the intent of this Amendment to at all times comply with the provisions of Article XIII of the City's Zoning Ordinance. Each exhibit which is referenced and attached to this Amendment is incorporated herein as if set out fully in the body hereof. The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define, or limit the scope, intent or construction of this Amendment. Neither this Amendment nor any provision hereof may be waived, modified or amended, except by a written instrument signed by Signature and the City. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights and interests of Signature set forth herein may be transferred and assigned to any subsequent owner of any portion of the Signature Property. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Alabama. This Amendment constitutes the entire and complete agreement between the parties hereto with respect to zoning, annexation and related matters and supersedes any and all oral or written agreements or understandings between the parties with respect to the subject matter of this Amendment. It is expressly agreed that, except for this Amendment, there are no verbal or written understandings or agreements which in any way change the terms, covenants and conditions set forth herein. In the event of any conflict or ambiguity between the terms and provisions set forth in this Amendment and the terms and provisions of the PUD Plan, then the terms and provisions of this Amendment shall at all times control. If any term or provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Amendment or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law. Except as amended by the terms and provisions of this Amendment, all of the terms and provisions of the PUD Plan shall remain in full force and effect and are hereby ratified, confirmed and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SB DEV. CORP., an Alabama corporation

By: 
Printed Name: Jonathan Belcher
Title: President

UNITED STATES STEEL CORPORATION,
a Delaware corporation

By: 
Printed Name: JAMMIE P COWDEN
Title: DIRECTOR - REAL ESTATE

APPROVAL OF AMENDMENT

The foregoing Amendment and its incorporated terms and conditions are hereby accepted and approved as of the __ day of _____, 2020.

**THE PLANNING AND ZONING
COMMISSION OF THE CITY OF HOOVER,
ALABAMA**

By: _____
Its Commision President

**CITY COUNCIL OF THE CITY OF HOOVER,
ALABAMA**

By: _____
Its Council President

By: _____
Its Mayor

EXHIBIT A-1

Legal Description for the Parcel 10 according to Village Center Zoning Plan in 11th Amendment

A parcel of land situated in the NE $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Easternmost corner of a tract of land conveyed by Discovery United Methodist Church to United States Steel Corporation by deed dated September 14, 2011, (Parcel A-2 recorded in the Office of Judge of Probate, Jefferson County, REAL: 1120 PG: 913) said point also being on the West boundary of Stadium Trace Parkway; thence run in a Northwesterly direction along the Northeast boundary of said tract a distance of 638.03 feet to the POINT OF BEGINNING; thence turn an angle to the left of $89^{\circ}50'16''$ and run in a Southwesterly direction for a distance of 538.48 feet; thence turn an angle to the right of $7^{\circ}58'07''$ and run in a Southwesterly direction for a distance of 215.70 feet; thence turn an angle to the left of $91^{\circ}22'49''$ and run in a Southeasterly direction for a distance of 483.84 feet to the West boundary of Stadium Trace Parkway; thence run in a Southwesterly direction along the West boundary of Stadium Trace Parkway for a distance of 1307.58 feet; thence leaving the West boundary of Stadium Trace Parkway run in a Northeasterly direction for a distance of 1036.92 feet to a point along the west line of a 30 feet wide Alabama Power Company easement granted by United Steel Corporation; thence turn an angle to the right of $86^{\circ}25'45''$ and run in a northeasterly direction along said west row line for a distance of 198.05 feet; thence turn an angle to the left of $0^{\circ}08'54''$ and run in a northeasterly direction along said west row line for a distance of 294.18 feet; thence turn an angle to the left of $0^{\circ}06'22''$ and run in a northeasterly direction along said west row line for a distance of 256.63 feet; thence turn an angle to the right of $0^{\circ}30'49''$ and run in a northeasterly direction along said west row line for a distance of 235.76 feet; thence turn an angle to the left of $0^{\circ}11'45''$ and run in a northeasterly direction along said west row line for a distance of 259.49 feet; thence turn an angle to the left of $0^{\circ}08'35''$ and run in a northeasterly direction along said west row line for a distance of 328.39 feet; thence turn an angle to the left of $0^{\circ}06'36''$ and run in a northeasterly direction along said west row line 312.84 feet; thence leaving said west row line, turn an angle to the left of $8^{\circ}04'48''$ and run in a northeasterly direction for a distance of 478.24 feet; thence turn an angle to the right of $89^{\circ}01'32''$ and run in a Southeasterly direction for a distance of 470.23 feet to the northernmost corner of "Parcel A-1" as recorded in REAL: 1120 PG: 913 in the Office of Judge of Probate, Jefferson County, Alabama; thence turn an angle to the right of $93^{\circ}09'15''$ and run in a southwesterly direction along the northwest boundary line of Parcel A-1 for a distance of 393.81 feet to the point of beginning of a curve to the right having a central angle of $3^{\circ}53'46''$ and a radius of 123.00 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 83.64 feet to a point being the westernmost corner of said Parcel A-1; thence turn an angle to the left of $07^{\circ}41'11''$ (angle measured from tangent) and run in a

Southwesterly direction for a distance of 538.48 feet; thence turn an angle to the right of 7°58'07" and run in a Southwesterly direction for a distance of 215.70 feet; thence turn an angle to the left of 91°22'49" and run in a Southeasterly direction for a distance of 483.84 feet to the POINT OF BEGINNING.

Said parcel containing 43.2 acres, more or less.

EXHIBIT A-2

Legal Description for Parcel 6 according to Master Development Plan in 11th Amendment

A parcel of land situated in the NE $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows (and as shown on Exhibit A):

BEGIN at the Easternmost corner of a tract of land conveyed by Discovery United Methodist Church to United States Steel Corporation by deed dated September 14, 2011, (Parcel A-2 recorded in the Office of Judge of Probate, Jefferson County, REAL: 1120 PG: 913) said point also being on the West boundary of Stadium Trace Parkway; thence run in a Northwesterly direction along the Northeast boundary of said tract a distance of 638.03 feet; thence turn an angle to the left of $89^{\circ}50'16''$ and run in a Southwesterly direction for a distance of 538.48 feet; thence turn an angle to the right of $7^{\circ}58'07''$ and run in a Southwesterly direction for a distance of 215.70 feet; thence turn an angle to the left of $91^{\circ}22'49''$ and run in a Southeasterly direction for a distance of 483.84 feet to the West boundary of Stadium Trace Parkway; thence run in a Northeasterly direction along said West boundary for a distance of 831.26 feet to the POINT OF BEGINNING.

Said parcel containing 10.0 acres, more or less.

EXHIBIT A-3

Legal Description of the Village Center PR-1 Area according to the Village Center Zoning Plan

A parcel of land situated in the East 1/2 of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Easternmost corner of a tract of land conveyed by Discovery United Methodist Church to United States Steel Corporation by deed dated September 14, 2011, (Parcel A-2 recorded in the Office of Judge of Probate, Jefferson County, LR201107 PG: 5424) said point also being on the West right of way boundary of Stadium Trace Parkway; thence run in a Northwesterly direction along the Northeast boundary of said tract a distance of 406.69 feet to the POINT OF BEGINNING; thence turn an angle to the left of 79°53'40" and run in a Southwesterly direction for a distance of 2040.98 feet; thence turn an angle to the right of 93°30'28" and run in a Northwesterly direction for a distance of 667.95 feet to a point along the west line of a 30 feet wide Alabama Power Company easement granted by United Steel Corporation; thence turn an angle to the right of 86°25'45" and run in a northeasterly direction along said west row line for a distance of 198.05 feet; thence turn an angle to the left of 0°08'54" and run in a northeasterly direction along said west row line for a distance of 294.18 feet; thence turn an angle to the left of 0°06'22" and run in a northeasterly direction along said west row line for a distance of 256.63 feet; thence turn an angle to the right of 0°30'49" and run in a northeasterly direction along said west row line for a distance of 235.76 feet; thence turn an angle to the left of 0°11'45" and run in a northeasterly direction along said west row line for a distance of 259.49 feet; thence turn an angle to the left of 0°08'35" and run in a northeasterly direction along said west row line for a distance of 328.39 feet; thence turn an angle to the left of 0°06'36" and run in a northeasterly direction along said west row line 312.84 feet; thence leaving said west row line, turn an angle to the left of 8°04'48" and run in a northeasterly direction for a distance of 478.24 feet; thence turn an angle to the right of 89°01'32" and run in a Southeasterly direction for a distance of 470.23 feet to the Northernmost corner of "Parcel A-1" as recorded in REAL: 1120 PG: 913 in the Office of Judge of Probate, Jefferson County, Alabama; thence turn an angle to the right of 93°09'15" and run in a Southwesterly direction along the northwest boundary line of Parcel A-1 for a distance of 393.81 feet to the point of beginning of a curve to the right having a central angle of 3°53'46" and a radius of 123.00 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 83.64 feet to a point being the Westernmost corner of said Parcel A-1; thence turn an angle to the left of 97°50'55" (angle measured from tangent) and run in a Southeasterly direction for a distance of 231.34 feet to the POINT OF BEGINNING.

Less and except the right of way of Mineral Trace.

Said parcel containing 35.2 acres, more or less.

All angles are deflection angles unless noted otherwise.

EXHIBIT A-4

Legal Description of the Village Center PC Area
according to the Village Center Zoning Plan

A parcel of land situated in the East 1/2 of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at the Easternmost corner of a tract of land conveyed by Discovery United Methodist Church to United States Steel Corporation by deed dated September 14, 2011, (Parcel A-2 recorded in the Office of Judge of Probate, Jefferson County, LR201107 PG: 5424) said point also being on the West right of way boundary of Stadium Trace Parkway; thence run in a Northwesterly direction along the Northeast boundary of said tract a distance of 406.69 feet; thence turn an angle to the left of 79°53'40" and run in a Southwesterly direction for a distance of 2040.98 feet; thence turn an angle to the left of 86°29'32" and run in a Southeasterly direction for a distance of 368.97 feet to a point on the West right of way boundary of Stadium Trace Parkway; thence run in a Northeasterly direction, along said West right of way, for a distance of 2138.84 feet, more or less, to the POINT OF BEGINNING.

Less and except the right of way of Mineral Trace.

Said parcel containing 18.1 acres, more or less.

All angles are deflection angles unless noted otherwise.

EXHIBIT B

Village Center Zoning Plan

See attached.



CHESTNUT RIDGE

VILLAGE CENTER
PLANNED RESIDENTIAL (PR-1)
±35 ACRES

VILLAGE CENTER
PLANNED COMMERCIAL (PC)
±18 ACRES

DISCOVERY UNITED
METHODIST CHURCH

STADIUM TRACE PARKWAY

HOOVER METROPOLITAN COMPLEX

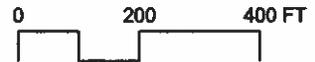


EXHIBIT B

TRACE CROSSINGS, HOOVER, ALABAMA

July 23, 2020

EXHIBIT C

Development Criteria for Village Center PR-1 Area

1.0 Notwithstanding anything to the contrary provided in the TC Residential Covenants, Section 4 of this Amendment, the PUD Plan (including the Development Criteria for Single-Family Lots and other matters set forth in Sections 6 and 7 of the 11th Amendment) or in Article XII, Section 4.0, of the City Zoning Ordinance , the Village Center PR-1 Area shall be developed in accordance with the following:

2.0 The Village Center PR-1 Area shall be developed with the typical cross-sections of Urban Street, Street, and Lane as shown on Exhibit E and engineering cross-sections cross-sections as shown on Exhibit E, both attached hereto and incorporated herein by reference and upon completion of construction of the same, shall be accepted by the City as public rights-of way.

3.0 The Village Center PR-1 Area shall be subject to separate restrictive covenants, but shall, upon turnover by Signature, become part of the Trace Crossings Master Homeowners' Association. Such restrictive covenants shall contain provisions which specifically require the homeowners' association from the Village Center PR-1 Area to provide perpetual care and maintenance of all trees planted within the rights-of-way ("Street Trees") within the Village Center as shown on Exhibit E.

4.0 The following table establishes the lot types, number of each type, lot width, lot depth and front, rear and side setbacks:

Lot Type	No. Lots	Lot Width	Lot Depth	-----Setbacks-----		
				Front	Rear	Side
A	4	65' +	65'	5'	10'	5'
B	30	37-42'	110' +	7'	10'	5'
C	40	46-51'	110' +	7'	10'	5'
D	44	60-80'	110' +	10'	5'	5'

Typical Plot set forth in the following Exhibits C-1, C-2, C-3 , and C-4, attached hereto and incorporated herein by reference, establish the area, dimensional, setback and livable floor area requirements which Typical Plot Plans shall be applicable to all of the 118 dwelling units within the Village Center PR-1 Area.

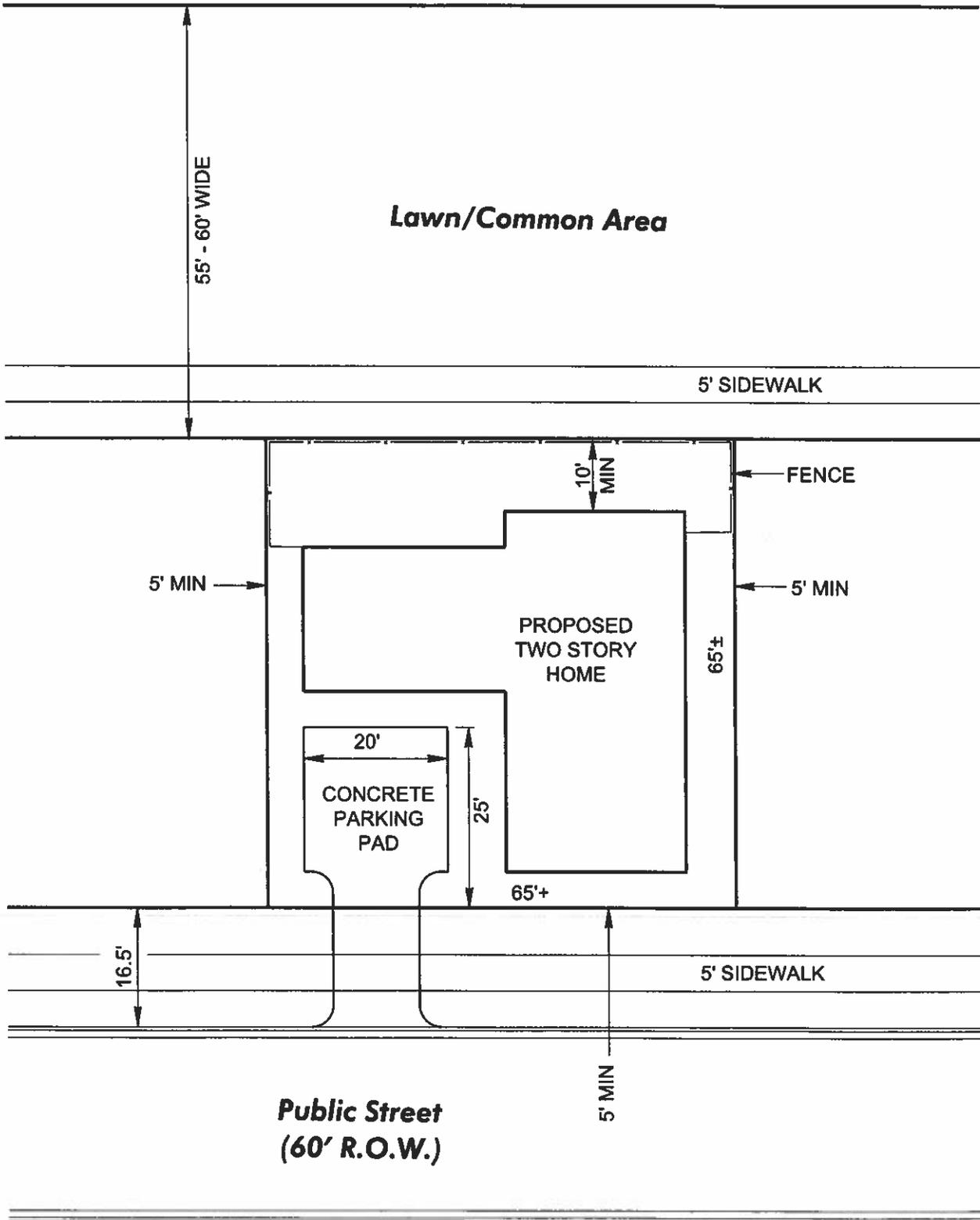
EXHIBIT C-1

Typical Plot Plan Type A
Lot Width Sixty-Five to Sixty - Seven Feet (65 - 67')

See attached.

TRACE CROSSINGS
EXAMPLE PLOT PLAN
HOUSE TYPE A

Alabama Engineering Co., Inc.
August 4, 2020 1"=20'



NOTE:
INTERIOR LOTS WILL BE 65' WIDE
CORNER LOTS WILL BE 67'+ WIDE

EXHIBIT C-2

Typical Plot Plan Type B
Lot Width Thirty-Seven to Forty-Two Feet (37 - 42')

See attached.

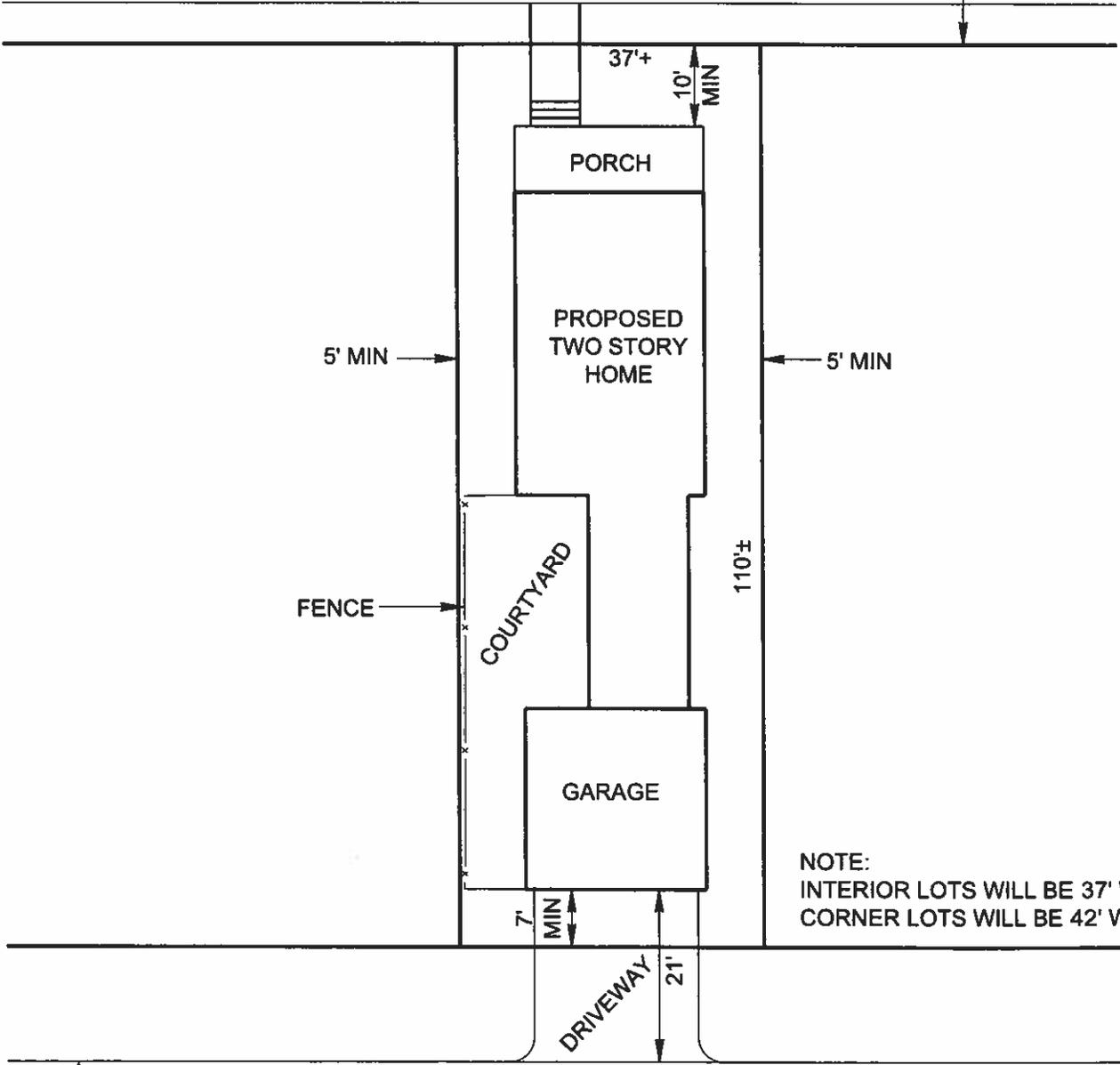
TRACE CROSSINGS
EXAMPLE PLOT PLAN
HOUSE TYPE B

Alabama Engineering Co., Inc.
August 4, 2020 1"=20'

Lawn/Common Area

55' - 60' WIDE

5' SIDEWALK



NOTE:
INTERIOR LOTS WILL BE 37' WIDE
CORNER LOTS WILL BE 42' WIDE

22' 12" RIBBON CURB

Public Lane
(50' R.O.W.)

EXHIBIT C-3

Typical Plot Plan Type C
Lot With Forty-Six Feet to Fifty-One Feet (46 - 51')

See attached.

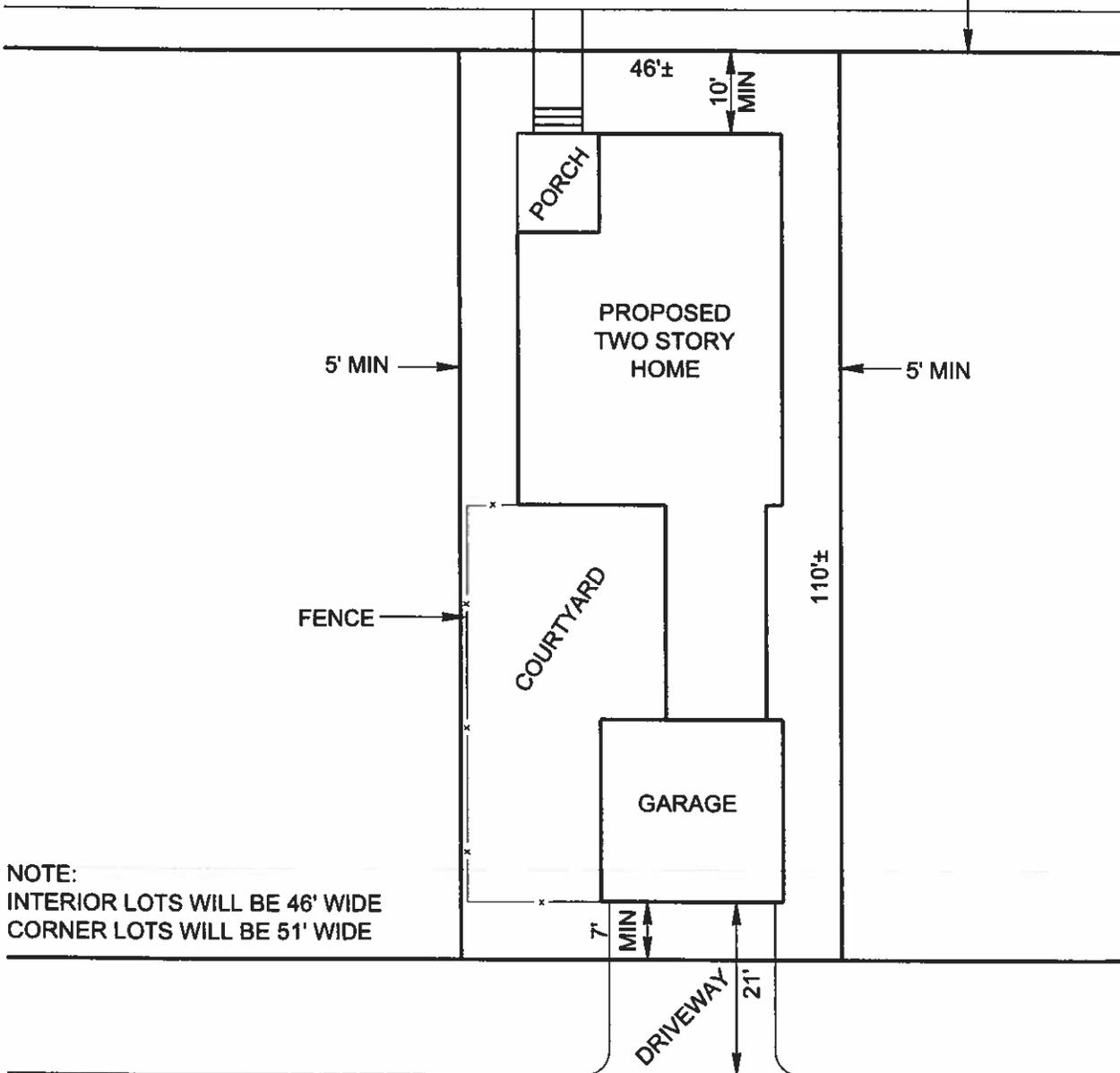
TRACE CROSSINGS
EXAMPLE PLOT PLAN
HOUSE TYPE C

Alabama Engineering Co., Inc.
August 4, 2020 1"=20'

Lawn/Common Area

55' - 60' WIDE

5' SIDEWALK



NOTE:
INTERIOR LOTS WILL BE 46' WIDE
CORNER LOTS WILL BE 51' WIDE

22'
12" RIBBON CURB

**Public Lane
(50' R.O.W.)**

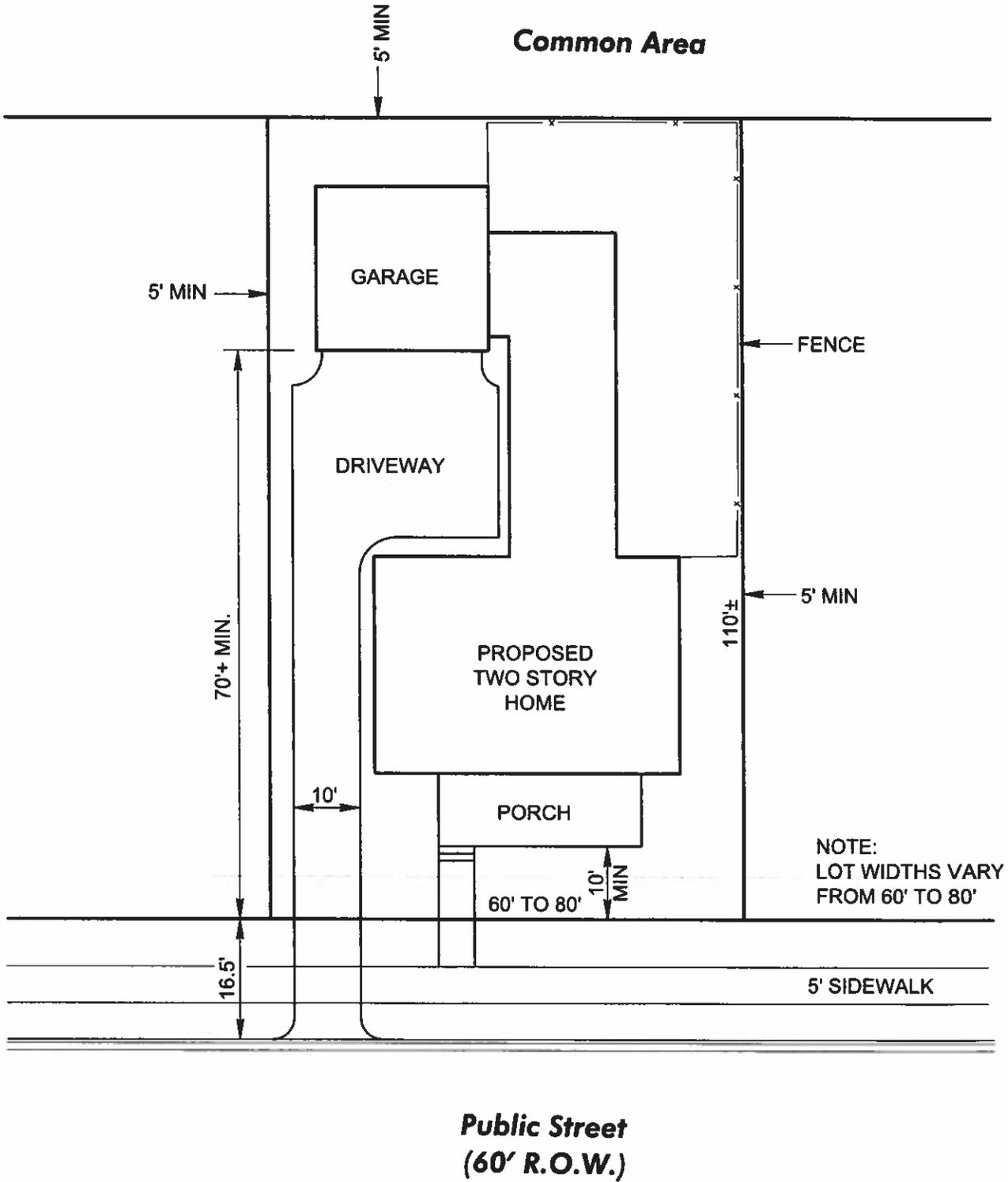
EXHIBIT C-4

Typical Plot Plan Type D
Lot Width Sixty to Eighty Feet (60 - 80')

See attached.

**TRACE CROSSINGS
EXAMPLE PLOT PLAN
HOUSE TYPE D**

Alabama Engineering Co., Inc.
August 4, 2020 1"=20'



NOTE:
LOT WIDTHS VARY
FROM 60' TO 80'

**Public Street
(60' R.O.W.)**

EXHIBIT D

Undisturbed Buffer from Rear Property Line of
Chestnut Trace Lots to Village Center PR-1 Area

See attached.

CHESTNUT TRACE

CHESTNUT TRACE

COMMON AREA
BROCK'S GAP PARKWAY

5712 5708 5704 5700 5696 5692 5688 5684 5680 5676 5672 5668 5664 5660 5656 5652 5648 5644 5640 5636 5632 5628 5620 5616

299' 301' 300' 306' 307' 305' 312' 299' 275' 274' 276' 273' 268' 274' 278' 289' 305' 320' 336' 345' 339' 324' 299' 282' 259'

POWER LINE

POWER LINE

CLEARING LIMIT

CLEARING LIMIT

CLEARING LIMIT

POWER LINE

PARCEL 10

PARCEL 6

DISCOVERY
UNITED METHODIST
CHURCH

STADIUM TRACE PARKWAY

STADIUM TRACE PARKWAY



GRAPHIC SCALE
0 50 100 175
SCALE: 1" = 175'

No.	Date	By	Checked	Revision Description

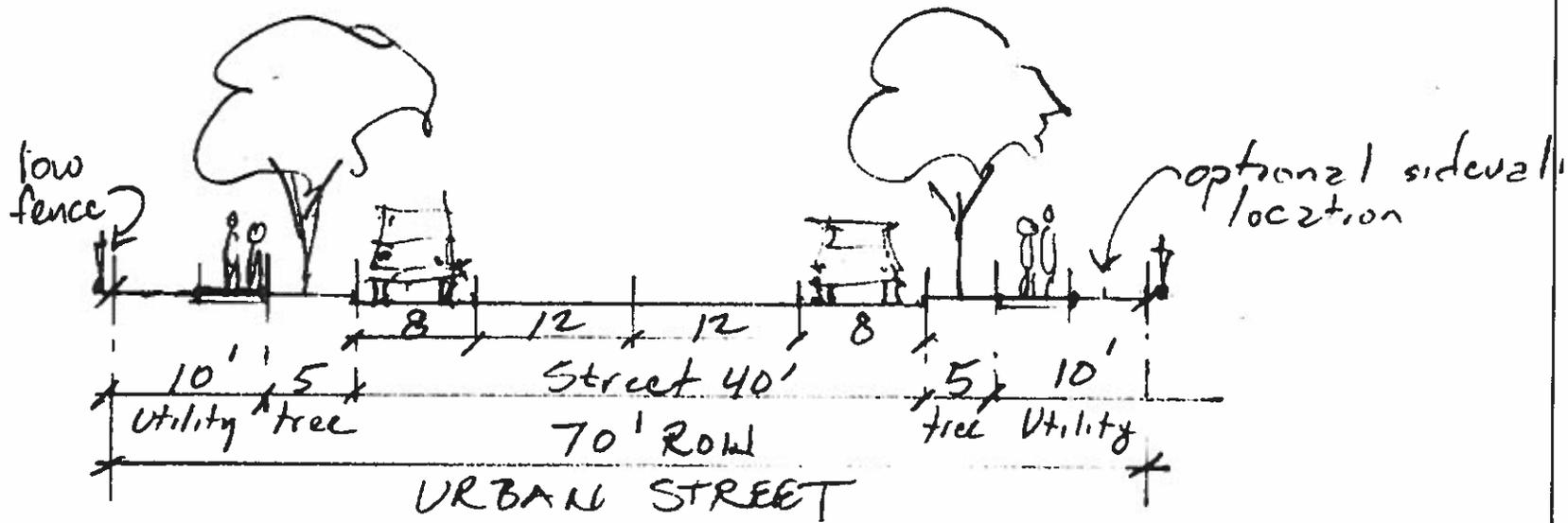
Alabama Engineering Company, Inc.
2 Office Park Circle, Suite 11
Birmingham, Alabama 35223
Phone (205) 803-2161
Fax (205) 803-2162

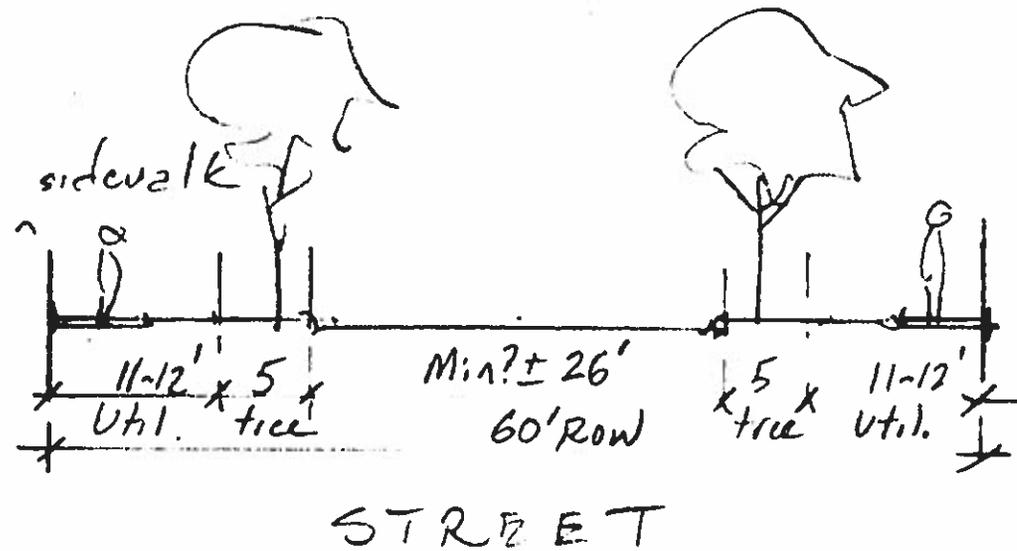
Buffer Exhibit	Scale 1" = 175'	Date 02/07/07
Trace Crossings at Chestnut Trace	Drawn By MFB	Sheet No. C1.0
1 Hoover, Alabama	Checked MFB	Sequence No. 1 of 2
	File Name C:\Projects\100001.dwg	

EXHIBIT E

Architectural Cross-Sections for Roadways in Village Center PR-1 Area

See attached.





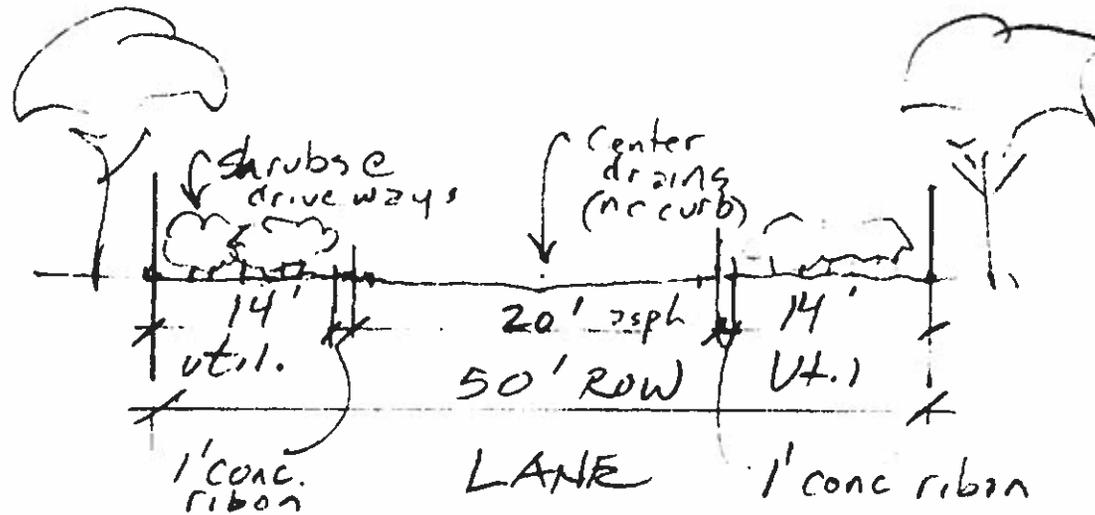
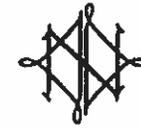


EXHIBIT F

Engineering Cross-Sections for Roadways in Village Center PR-1 Area

See attached.

NOTES:

REQUIRED TREES MAY BE PLANTED IN THE LANDSCAPE STRIP WITHIN THE ROAD RIGHT-OF-WAY.

IN AREAS WHERE THERE IS NO ON-STREET PARALLEL PARKING THE MINIMUM DIMENSION FROM BACK OF CURB TO ROAD CENTERLINE SHALL BE 13.5'.

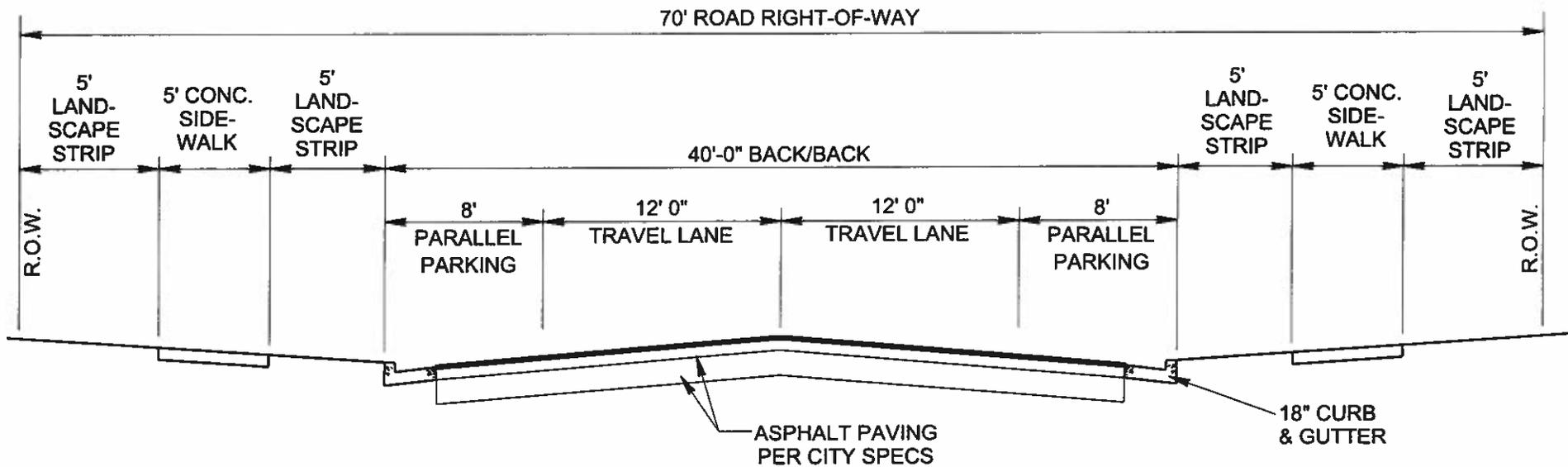
UTILITIES WILL BE INSTALLED IN THE OUTSIDE 10' OF THE ROAD RIGHT-OF-WAY

**TRACE CROSSINGS
TYPICAL ROADWAY SECTION
URBAN STREET**

Alabama Engineering Co., Inc.

August 4, 2020

Not to scale



**TYPICAL ROADWAY SECTION
URBAN STREET**

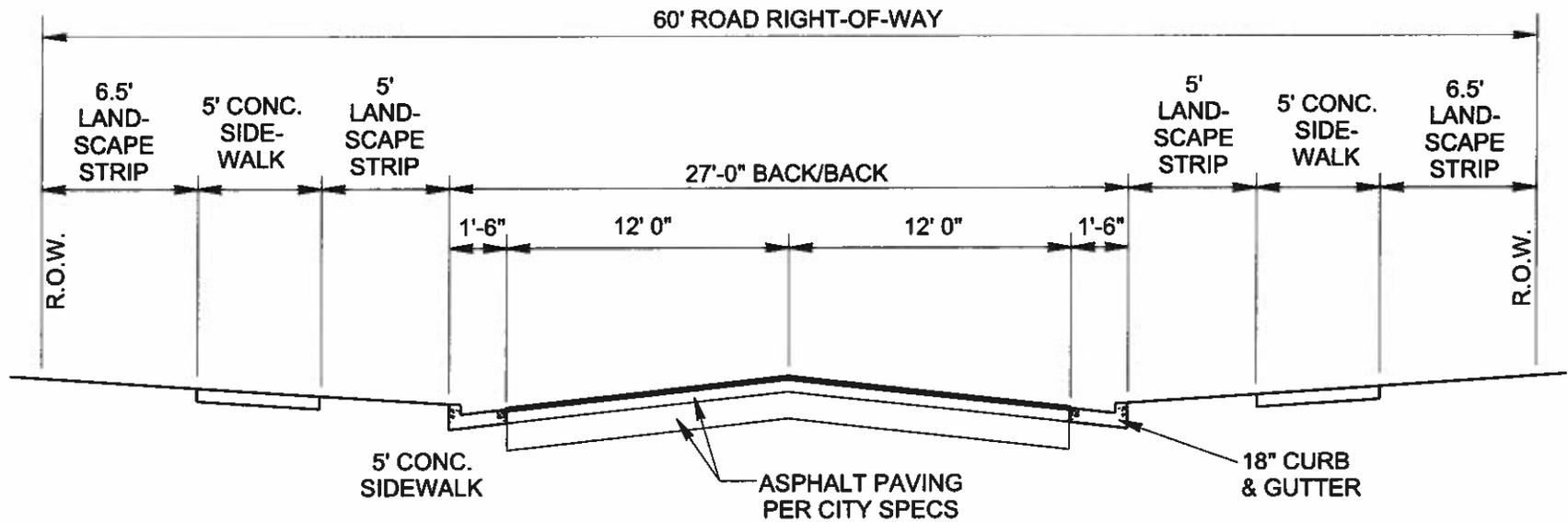
NOTES:

REQUIRED TREES MAY BE PLANTED IN THE LANDSCAPE STRIP WITHIN THE ROAD RIGHT-OF-WAY.

UTILITIES WILL BE INSTALLED IN THE OUTSIDE 11.5' OF THE ROAD RIGHT-OF-WAY

TRACE CROSSINGS
TYPICAL ROADWAY SECTION
NEIGHBORHOOD STREET

Alabama Engineering Co., Inc.
August 4, 2020
Not to scale



TYPICAL ROADWAY SECTION
NEIGHBORHOOD STREET

NOTES:

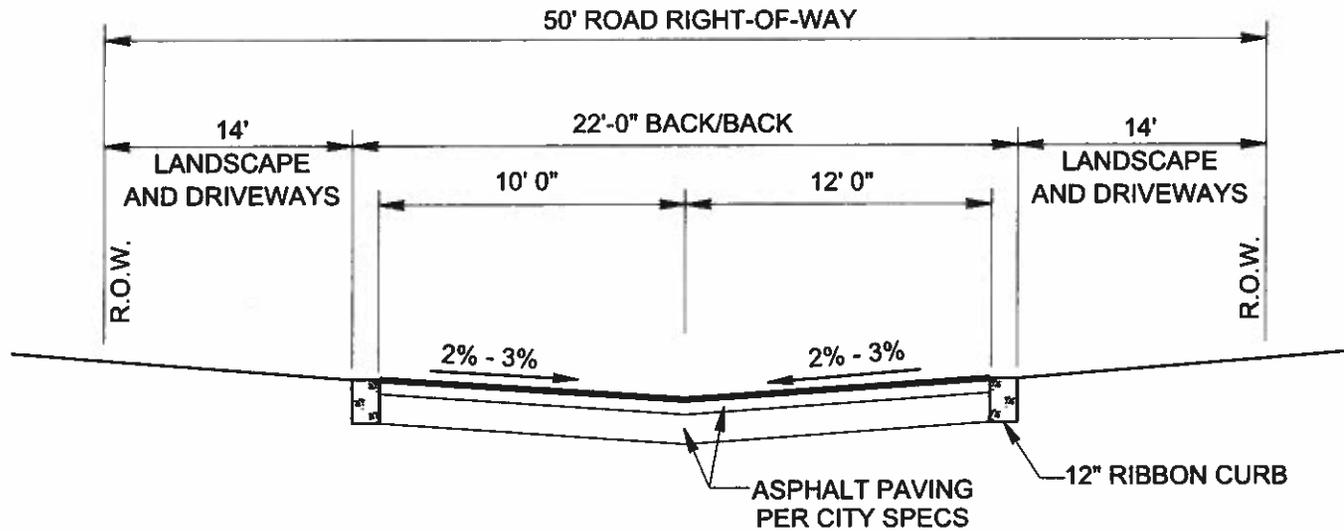
REQUIRED TREES MAY BE PLANTED IN THE LANDSCAPE AREA WITHIN THE ROAD RIGHT-OF-WAY.

GRATE INLETS WILL BE INSTALLED APPROXIMATELY EVERY 200' ALONG THE ROAD CENTERLINE FOR DRAINAGE.

UTILITIES WILL BE INSTALLED IN THE OUTSIDE 10' OF THE ROAD RIGHT-OF-WAY

**TRACE CROSSINGS
TYPICAL ROADWAY SECTION
NEIGHBORHOOD LANE**

Alabama Engineering Co., Inc.
August 4, 2020
Not to scale

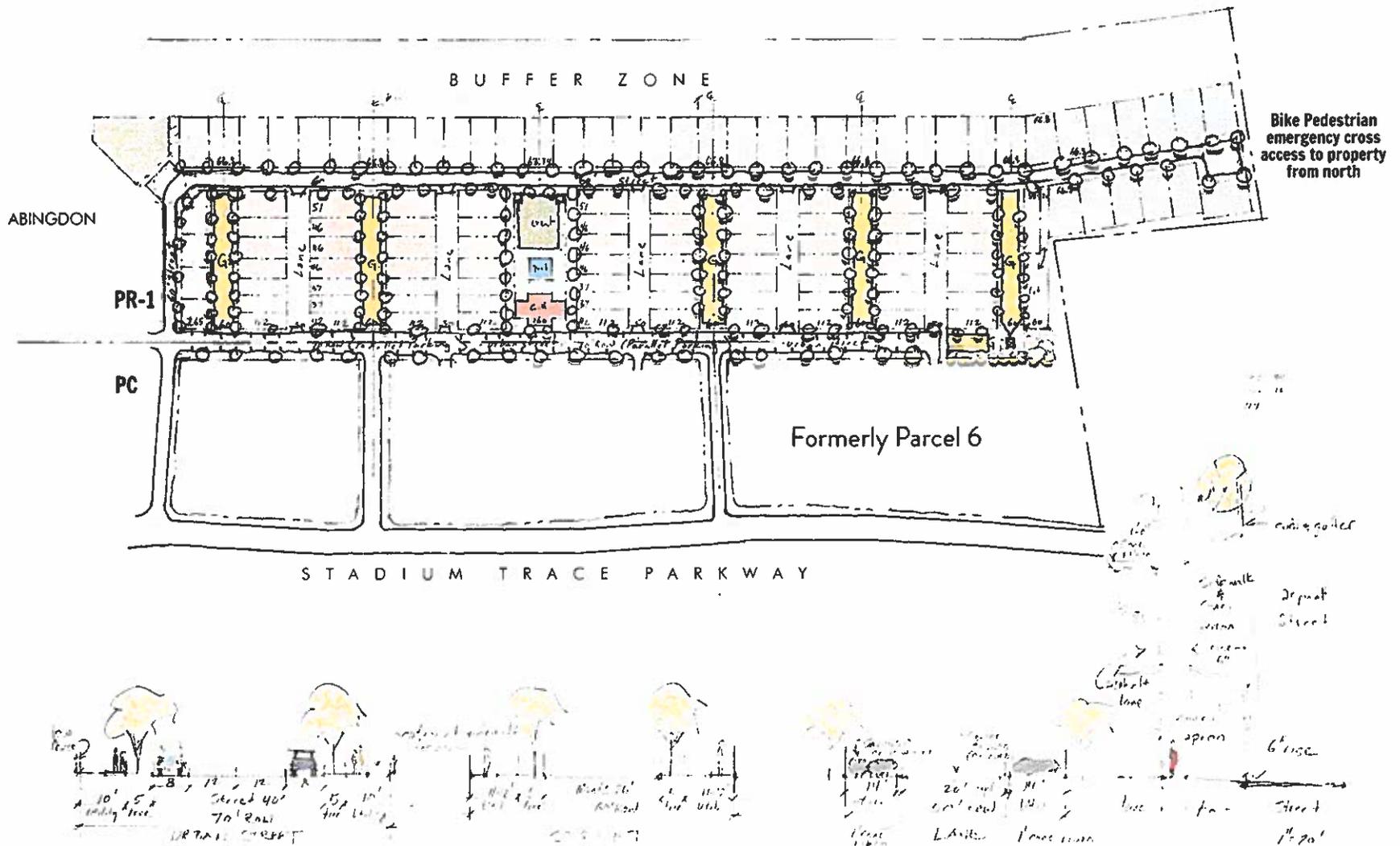


**TYPICAL ROADWAY SECTION
NEIGHBORHOOD LANE**

EXHIBIT G

Conceptual Development Plan for Village Center PR-1 Area

See attached.

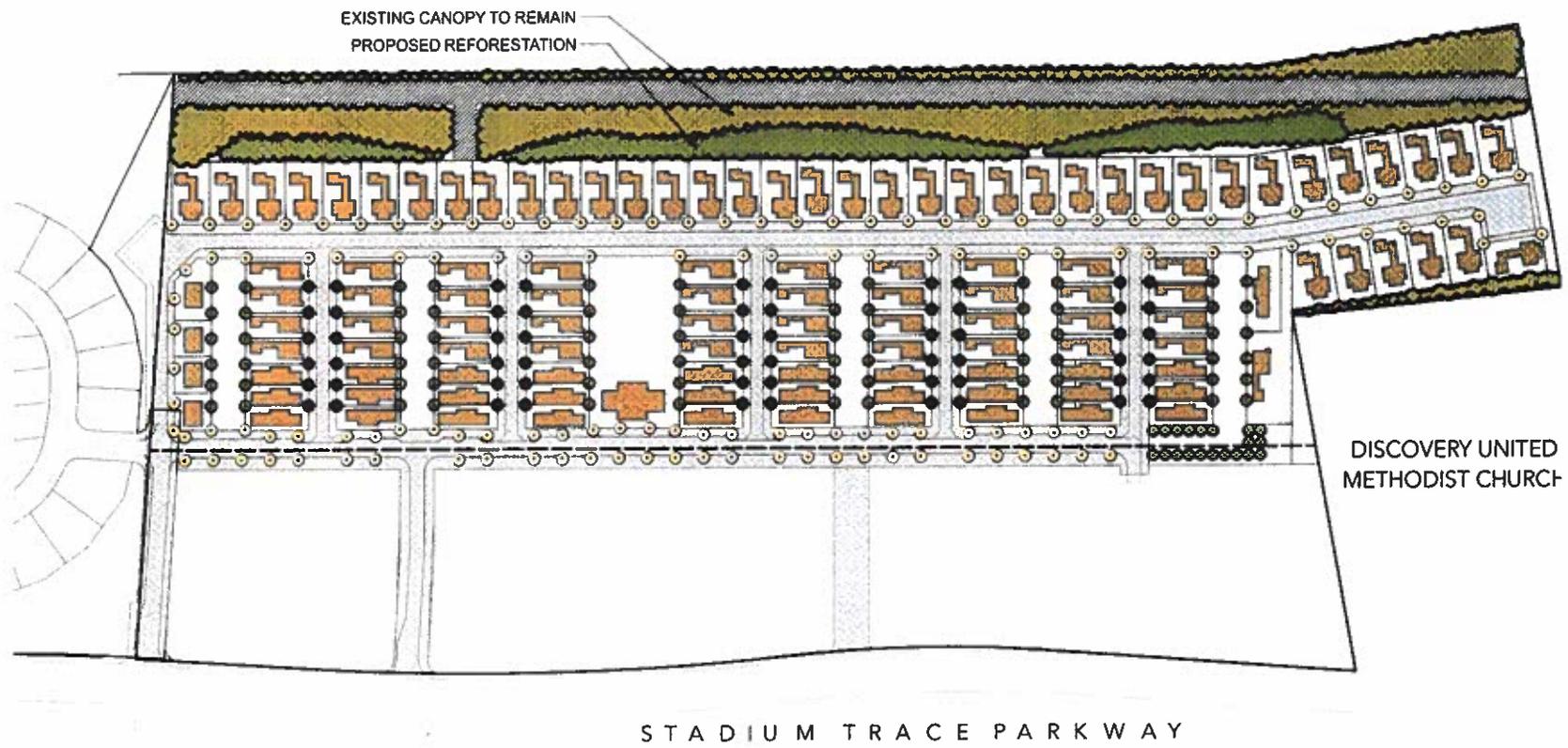


Note: This plan is conceptual in nature and subject to change. Actual development elements may vary, including (but not limited to) land uses, road alignment, lot size, lot alignment, conservation areas and site amenities.

EXHIBIT H

Tree Conservation Plan for the Village Center

See attached.



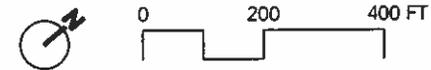
TREE CONSERVATION SUMMARY

GROSS SITE AREA	2,341,282 S.F.
UTILITY EASEMENT AREA	99,921 S.F.
RIGHT-OF-WAY AREA	421,360 S.F.
BUILDING AREA	425,497 S.F.
NET SITE AREA	1,394,504 S.F.
REQUIRED CANOPY:	
20% X 1,394,504.48 S.F.	278,901 S.F.
PROPOSED CANOPY:	
EXISTING TREES TO REMAIN @ 1.25%	166,901 S.F.
PROPOSED TREE MASSES	56,937 S.F.
285 SHADE TREES @ 200 S.F.	57,000 S.F.
TOTAL CREDIT	280,838 S.F.
PROPOSED CANOPY	280,838 S.F.
REQUIRED CANOPY	278,901 S.F.

NOTE:

This Plan is conceptual in nature and is not intended to show all trees to be preserved or planted. Rather, this Plan demonstrates the Developer's concern for the preservation of trees and key natural areas of the Property.

The Developer shall be permitted to make reasonable alterations to this Tree Conservation Plan by deleting certain areas and substituting other areas. In all cases, the required minimum overall tree canopy cover for the Property shall be maintained subject to the terms and provisions of the Seventeenth Amendment.



ORDINANCE NO. 20 -2493

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF HOOVER, ALABAMA**

WHEREAS, the City Council of the City of Hoover, Alabama desires to amend various sections of the Zoning Ordinance of Hoover, Alabama (“Zoning Ordinance”) as set forth in Appendix I of the *Municipal Code of the City of Hoover, Alabama*; and

WHEREAS, the City’s Planning & Zoning Commission held a public hearing and considered this amendment at their regularly scheduled meeting on the 14th day of September, 2020, and recommended such amendment to the City Council for adoption.

NOW, THEREFORE BE IT HEREBY ORDAINED City Council of the City of Hoover, in regular meeting duly assembled, a quorum being present as follows:

SECTION 1. **Modification of the Zoning Ordinance of Hoover, Alabama.** Appendix I -- Zoning of the *Municipal Code of the City of Hoover, Alabama* is hereby amended as set forth below.

1. REVISION TO APPENDIX I, ARTICLE VI DEFINITIONS

Appendix I, Article VI is hereby amended by the following terms and definitions:

Brewpub: A commercial establishment licensed and operated as a brewpub as defined in the Alabama Brewpub Act, Ala, Code §28-4A-1, et. seq.

Brewery: A commercial establishment for the manufacture, blending, fermentation, and packaging of beer, wine, and spirits, as defined in and licensed under Ala, Code §28-3A-6, et. seq.

**2. REVISION TO APPENDIX I, ARTICLE VI, SECTION 11.0 C-2
COMMUNITY BUSINESS DISTRICT**

Appendix I, Article VI, Section 11.0, 11.2 Permitted principal uses is hereby amended by deleting 11.2 in its entirety and replacing it with the following:

11.2. *Permitted principal uses; Permitted Accessory Uses.* Any permitted principal use in the C-P and C-1 districts, plus automobile dealerships, auto parts store, bakery which bakes goods for on-premise retail sale only, building material sales-no outside lumber yard, department stores, domestic equipment rental, furniture stores, grocery stores, main bank, motels and hotels, motion picture theatre, all types of restaurants, veterinary clinic-no outside kennels, nursing home, other retail stores deemed appropriate by the city, and brewpub, subject to Article VIII, Sec. 14.0. Permitted accessory uses such as Off-premise beer and wine, subject to Article VIII, Sec. 12.0, and On-premise alcohol, subject to Article VIII, Sec. 13.0.

3. **REVISION TO APPENDIX I, ARTICLE VI, SECTION 11.0 C-2
COMMUNITY BUSINESS DISTRICT, 11.3 - CONDITIONAL USES.**

Appendix I, Article VI, Section 11.0, 11.3 Conditional Uses is hereby amended by deleting Section 11.3 in its entirety and replacing Section 11.3 with the following:

11.3. *Conditional uses.* Shopping centers, hospitals, self-service storage facilities, uses listed in section 12.2(B) of the General Business District, commercial recreation and amusement facilities, live entertainment, churches and schools, independent living facilities and assisted living facilities, subject to the area and dimensional regulations of the R-4 district, bakery which contains a restaurant that serves goods baked on the premises, retail nurseries, garden centers and other retail establishments wherein the retail sale of plant material is the primary use of the premises, but which also provide landscaping installation and/or maintenance services or wholesale distribution of plant materials as a secondary use of the premises, used motor vehicle sales establishment, off premise liquor sales, subject to Art. VIII Sec. 11, and brewery, subject to Art. VIII, Sec. 14.0.

4. **REVISION TO APPENDIX I, ARTICLE VI, SECTION 12.0 C-3
GENERAL BUSINESS DISTRICT, 12.3 - CONDITIONAL USES.**

Appendix I, Article VI, Section 12.0, 12.3 Conditional Uses is hereby amended by deleting Section 12.3 in its entirety and replacing Section 12.3 with the following:

12.3. *Conditional uses.* Shopping centers, hospitals, self-service storage facilities, commercial recreation and amusement facilities, churches and schools, independent living facilities and assisted living facilities, subject to the area and dimensional regulations of the R-4 district, off premise liquor sales, subject to Art. VIII Sec. 11., and brewery, subject to Art. VIII, Sec. 14.0.

5. **REVISION TO APPENDIX I, ARTICLE XII, SEC. 4.0 PUD LAND
USE DISTRICTS, D - PLANNED COMMERCIAL (PC)**

Appendix I, Article XII, Section 4.0, D.2. Permitted principal uses is hereby amended by deleting D.2. in its entirety and replacing it with the following:

2. *Permitted principal uses; Permitted Accessory Uses.* Those principal uses allowed by PO; plus retail establishments, including but not limited to barber or beauty shops; banks, convenience stores; drug stores; dry cleaning outlets; coin-operated laundromats; day

care or nurseries; grocery stores; neighborhood service facilities; schools; shopping centers; nursing homes; veterinary clinics (no outside kennels); auto dealerships; auto parts stores; bakery which bakes goods for on-premise retail sale only; building material sales—no outside lumber yard; all types of restaurants; department stores; radio and TV stations (no antennas); domestic equipment rental; furniture stores; motels or hotels; motion picture theatres; hospitals; gasoline service establishments which serve auto functions such as muffler, tire, battery, brake and transmission shops, and brewpub, subject to Art. VIII, Sec. 14.0. Permitted accessory uses such as Off-premise beer and wine, subject to Article VIII, Sec. 12.0, and On-premise alcohol, subject to Article VIII, Sec. 13.0.

6. **REVISION TO APPENDIX I, ARTICLE XII, SECTION 4.0 PUD LAND USE DISTRICTS, D. PLANNED COMMERCIAL (PC), D(3) - CONDITIONAL USES**

Appendix I, Article XII, Section 4.0, D(3) Conditional Uses is hereby amended by deleting Section 4.0 D(3) in its entirety and replacing Section 4.0 D(3) with the following:

3. *Conditional uses.* Those principal and conditional uses allowed by PO, except attached single-family dwelling, duplexes, and accessory structures; commercial and recreation and amusement facilities; private clubs, live entertainment, liquor stores and lounges; self-service storage facilities; mixed use development, which may include any combination of permitted and conditional uses in the PR-1, PR-2, PO and PC districts; brewery, subject to Art. VIII, Sec. 14.0; and other uses as may be approved by the planning and zoning commission and city council. A building which is more than five hundred (500) feet from a single-family residential district boundary may exceed ten (10) stories in height upon approval as a conditional use.

7. **REVISION TO APPENDIX I, ARTICLE XII, SECTION 4.0 PUD LAND USE DISTRICTS, E. PLANNED INDUSTRIAL (PI), E(2) - PERMITTED USES**

Appendix I, Article XII, Section 4.0, E(2) Permitted Uses is hereby amended by deleting Section 4.0 E(2) in its entirety and replacing Section 4.0 E(2) with the following:

2. *Permitted principal uses.* Those principal permitted uses allowed by PC; plus major auto repair or renovation facilities not housed in the same structure or accessory structure to an auto sales establishment, bakery, bottling plant; building material sales with

outside storage and lumber yards; construction yards; distribution yards for gasoline and fuel or tanks; domestic animal kennels; farm machinery and farm supply sales; heavy equipment sales and service, highway maintenance yards and buildings; janitorial and maintenance service; laundry and dry cleaning plant, printing establishments; light industrial, fabricating, processing, assembling and manufacturing uses; sanitary sewage treatment facilities; warehouses; water or liquid storage tanks, wood working shops, self-service storage facilities, and brewery, subject to Art. VIII, Sec. 14.0.

8. REVISION TO APPENDIX I, ARTICLE VIII. SPECIAL USE REGULATIONS, SECTION 14.0.

Appendix I, Article VIII, Section 14.0 is hereby added as follows:

Sec. 14.0 – Brewpubs and Breweries.

14.1 Brewpubs. A commercial establishment that may only manufacture, blend, ferment, and package beer in annual quantities less than 10,000 barrels. A brewpub can only distribute beer in kegs or re-sell alcohol purchased from a wholesaler or the Alabama Beverage Control Board. A brewpub must contain and operate a restaurant or otherwise provide food for consumption on the premises.

14.2 Brewery. A commercial establishment for the manufacture, blending, fermentation, and packaging of beer, wine, and spirits. Manufacturers can sell only alcohol that is produced onsite as provided in Ala, Code §28-3A-6. All manufacturing shall take place wholly inside the building and outdoor storage is prohibited.

Section 2. Repeal. All ordinances, parts of ordinances, and resolutions in conflict herewith are hereby repealed.

Section 3. Severability. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Hoover hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. Legal Rights Not Impaired. That nothing in this ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. Ordinance Cumulative; Compatibility with other Regulations. This Ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation, or other provision of law except as set forth herein. The requirements of this Ordinance are in addition to and cumulative to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 6. Publication of Ordinance. That the City Clerk of the City of Hoover is hereby ordered and directed to cause this ordinance to be published and that a copy of this Ordinance be entered upon the minutes of the meeting of the City Council.

Section 7. Effective Date of Ordinance. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall be in full force and effect upon adoption and shall continue in full force and effect from month to month and year to year from its effective date until repealed.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoover does hereby ordain, resolve, and enact the foregoing Ordinance for the City of Hoover.

Done this the 19 day of October, 2020.

Gene Smith, President of the City Council

APPROVED:

Frank V. Brocato, Mayor

ATTESTED:

Wendy Dickerson, City Clerk

ORDINANCE NUMBER 20-2494

AN ORDINANCE TO AMEND ORDINANCE NUMBER 263 THE CITY OF HOOVER, ALABAMA, ENTITLED "THE ZONING ORDINANCE OF THE CITY OF HOOVER, ALABAMA".

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

SECTION 1. That the Zoning Map of the City of Hoover, Alabama, adopted as part of the Zoning Ordinance of the City of Hoover, Alabama, as heretofore amended, be and the same is amended as follows:

"That the property described on Exhibit "A" attached hereto and as shown on the map attached hereto as "Exhibit "B" and made a part hereof, located in the City of Hoover, Alabama, be and from and after the enactment hereof, zoned from:

389 Park Avenue (39-9-3-001-2.000) from Hoover E-2 to Hoover R-LSF (Legacy Single Family District), and

435 Park Avenue (39-3-3-001-8.000) from Hoover R-1 to Hoover R-LSF (Legacy Single Family District), and

2201 Pioneer Drive (39-9-4-001-25.000) from Hoover E-2 to Hoover R-LSF (Legacy Single Family District), and

2108 Chapel Road (39-9-4-001-16.000) from Hoover E-2 to Hoover R-LSF (Legacy Single Family District), and

as set out in the Zoning Ordinance of said City, as amended, shall govern and control the uses made of and permitted in said property."

SECTION 2. That all ordinances, or parts of ordinances contrary to the provisions hereof are hereby repealed.

SECTION 3. That if any part, provision or section of this ordinance is declared to be unconstitutional, or invalid by any court of competent jurisdiction, such holdings shall not affect any other part, provision or section of this ordinance not thereby affected.

SECTION 4. That this ordinance shall become effective immediately upon its passage and approval by the Council and the Mayor of the City of Hoover, Alabama.

ADOPTED this the 19th day of October, 2020.

APPROVED BY:

Frank V. Brocato, Mayor

Gene Smith, Council President

ATTESTED BY:

Wendy Dickerson, City Clerk

CERTIFICATION:

I, Wendy Dickerson, as City Clerk of the City of Hoover, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 20-2494 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Hoover on the 19th day of October, 2020, as same appears in the official records of said City.

Posted at the Hoover City Hall, Hoover Public Library, Fire Station # 7, Fire Station #8, and the Hoover Public Safety Center this the _____ day of _____, 2020.

Wendy Dickerson
City Clerk

EXHIBIT A

Legal Descriptions:

389 Park Avenue (39-9-3-001-2.000)

P O B 243 FT S S OF SE INTER CHAPEL RD & PARK AVE TH SELY 102 FT S ALG R/W TH E 182.2 FT TH N 100 FT TH W 213 FT S TO P O B BEING PT LOT M WEBSTERS 2ND ADD TO BLUFF PARK

435 Park Avenue (39-3-3-001-8.000)

LOT 13 BLK 4 BLUFF PARK ESTATES

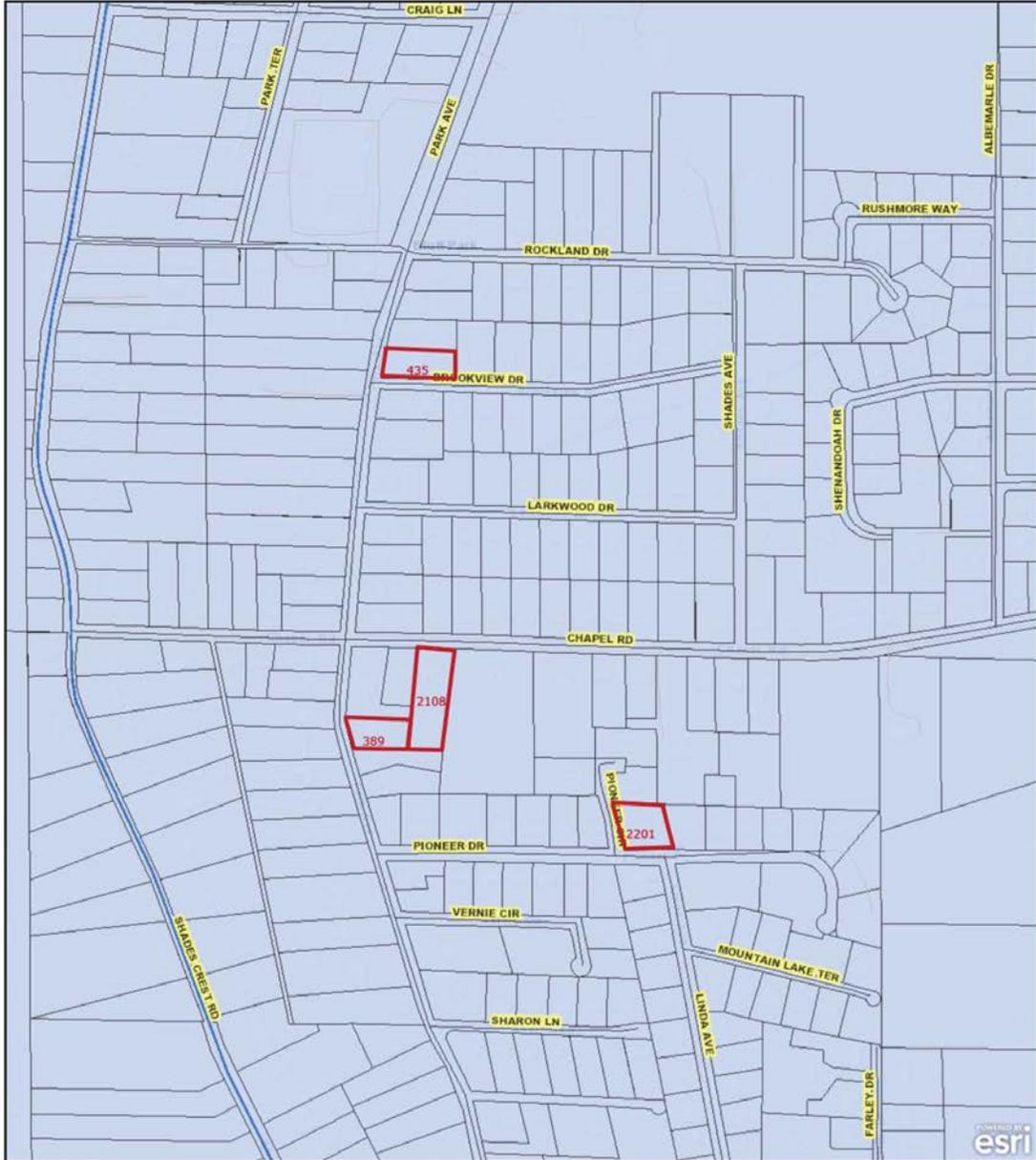
2201 Pioneer Drive (39-9-4-001-25.000)

LOT 2 & E 33.33 FT OF LOT 1 BL 5 & W 25 FT OF LOT 1 BL 1 LINDSAYS RESUR OF A PART OF WEBSTERS 2ND ADD TO BLUFF PARK

2108 Chapel Road (39-9-4-001-16.000)

P O B 10 FT W OF INTER S LINE CHAPEL RD & W LINE SE 1/4 SEC 9 T19S R3W TH E 119.5 FT ALG R/W TH S 345.2 FT TH W 119.5 FT TH N 345.2 FT TO POB LYING IN NW1/4 OF SE1/4 BEING PT OF WEBSTERS 2ND ADD TO BLUFF PARK

EXHIBIT B



567 ft
Scale Per Inch



This City of Hoover Geographic Information System (GIS) map is used for reference purposes only. The City of Hoover does not guarantee accuracy of the material contained herein and is not responsible for misuse or

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