

CITY OF HOOVER
CITY COUNCIL MEETING
AGENDA
MONDAY, OCTOBER 19, 2020
6:00 PM

1. Call To Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Approval Of Minutes –October 5, 2020 (Regular Meeting) and October 13, 2020 (Special Called Meeting)
6. Announcements, Reports, Guest Recognitions, Employee Recognitions, and Proclamations.

Regular Agenda

7. Payment of Bills.
8. Resolution Number 6339-20 – A Resolution Accepting A Request For Proposal And Authorizing The Mayor To Enter Into An Agreement For Holiday Decorating Services.
9. Resolution Number 6340-20 - A Resolution Authorizing The Mayor To Execute An Agreement With Alternative Service Concepts.
10. Resolution Number 6341-20 - A Resolution Authorizing The Mayor To Execute An Agreement With Argonaut Insurance Company.
11. Resolution Number 6342-20 - A Resolution Authorizing The Mayor To Execute An Agreement With Motorola.
12. Resolution Number 6343-20 – A Resolution Authorizing The Police Chief To Enter Into An Agreement With The United States Department Of Justice, Drug Enforcement Administration.
13. Resolution Number 6344-20 – Resolution Authorizing The Mayor To Fill Certain Employee Position Vacancies.
14. 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.

15. 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".
16. Ordinance Number 20-2492 – *public hearing* - An Ordinance For The Seventeenth Amendment To The Trace Crossings Planned Unit Development Zoning Application.
17. Ordinance Number 20-2493 – *public hearing* - An Ordinance To Amend The Zoning Ordinance Of Hoover, Alabama.
18. 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".
19. Comments/Questions.
20. Adjourn.

RESOLUTION NUMBER 6339-20

WHEREAS, the City solicited Requests for Proposals (RFP) in compliance with the provisions of the Alabama bid law, and

WHEREAS, RFP's were mailed to 4 vendors and emailed to 255 vendors as listed on the City of Hoover vendor list and the RFP was also posted on the City of Hoover website; and

WHEREAS, proposals were received and publicly opened at 10:00 a.m. on Wednesday, October 13, 2020 for **Holiday Decorating Services, RFP #20-015**, and

WHEREAS, a proposal was received from the following vendor:

Vendor	Total Proposal Amount
Holiday Lights & Design	\$46,577.50

NOW THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama in regular meeting duly assembled, a quorum being present that the proposal of **Holiday Lights & Design** is hereby **accepted** in the amount of **\$46,577.00**.

BE IT FURTHER RESOLVED that Mayor Frank V. Brocato is hereby authorized to execute a contract with **Holiday Lights & Design** for the work to be performed.

ADOPTED this the 19th day of October, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6340-20

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH ALTERNATIVE SERVICE
CONCEPTS.**

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that the Mayor is hereby authorized to enter into an agreement with Alternative Service Concepts.

ADOPTED this the 19th day of October, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6341-20

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL WITH ARGONAUT INSURANCE COMPANY FOR THE STOP-LOSS INSURANCE POLICY FOR THE CITY OF HOOVER, ALABAMA

WHEREAS, the City Council for the City of Hoover has reviewed a renewal with Argonaut Insurance Company; and

WHEREAS, the renewal is for the Stop-Loss Insurance Policy for the City of Hoover, Alabama; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said renewal.

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

1. The Mayor is hereby authorized to execute said renewal with Argonaut Insurance Company for the Stop-Loss Insurance Policy for the City of Hoover, Alabama; and
2. This Resolution Number 6341-20 shall become effective immediately upon the approval and adoption by the City Council of the City of Hoover, Alabama.

DONE, ORDERED, 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

RESOLUTION NUMBER 6342-20

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS.**

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that the Mayor is hereby authorized to enter into an agreement with Motorola Solutions.

ADOPTED this the 19th day of October, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk



SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Date: 09-AUG-2020

Company Name: Hoover, City Of Attn.: Billing Address: 100 Municipal LN City, State, Zip Code: Hoover, AL 35216 Customer Contact:

Bill to Tag#: 0001
 Contract Start Date: 01-OCT-2020
 Contract End Date: 30-SEP-2021
 Payment Cycle: ANNUAL
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S00516A	ASTRO ADVANCED PACKAGE Includes: Network Monitoring Technical Support Dispatch Service Onsite Response Preventive Maintenance Level 1 Infrastructure Repair w/ Advanced Replacement Network Security Monitoring Security Update Service Remote Security Update Service Management		
	SVC02SVC0127A	NICE GOLD PACKAGE - 24x7 Support		
			Sub Total	\$12,581.28
			Taxes	
			Grand Total	\$12,581.28
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	
				\$150,975.36
				\$150,975.36

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

PHONE

MOTOROLA REPRESENTATIVE (PRINT NAME)

Company Name : Hoover, City Of
Contract Number :
Contract Modifier :
Contract Start Date : 01-OCT-2020
Contract End Date : 30-SEP-2021

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

RESOLUTION NUMBER 6343-20

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION

WHEREAS, the City Council for the City of Hoover has reviewed an agreement with the United States Department of Justice, Drug Enforcement Administration; and

WHEREAS, the agreement is for a secretarial position who will be assigned to the Birmingham District Office; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said agreement.

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

1. The Police Chief is hereby authorized to execute and deliver said agreement with the United States Department of Justice, Drug Enforcement Administration; and
2. This Resolution Number 6343-20 shall become effective immediately upon the approval and adoption by the City Council of the City of Hoover, Alabama.

DONE, ORDERED, 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

RESOLUTION NUMBER 6344-20

**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. One (1) Risk Management Supervisor – Operations
2. Four (4) Fire Medics – Fire Department
3. One (1) Administrative Services Specialist – Fire Department
4. Three (3) Police Officers – Police Department

ADOPTED this the 19th day of October, 2020.

Gene Smith, President of the Council

APPROVED:

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

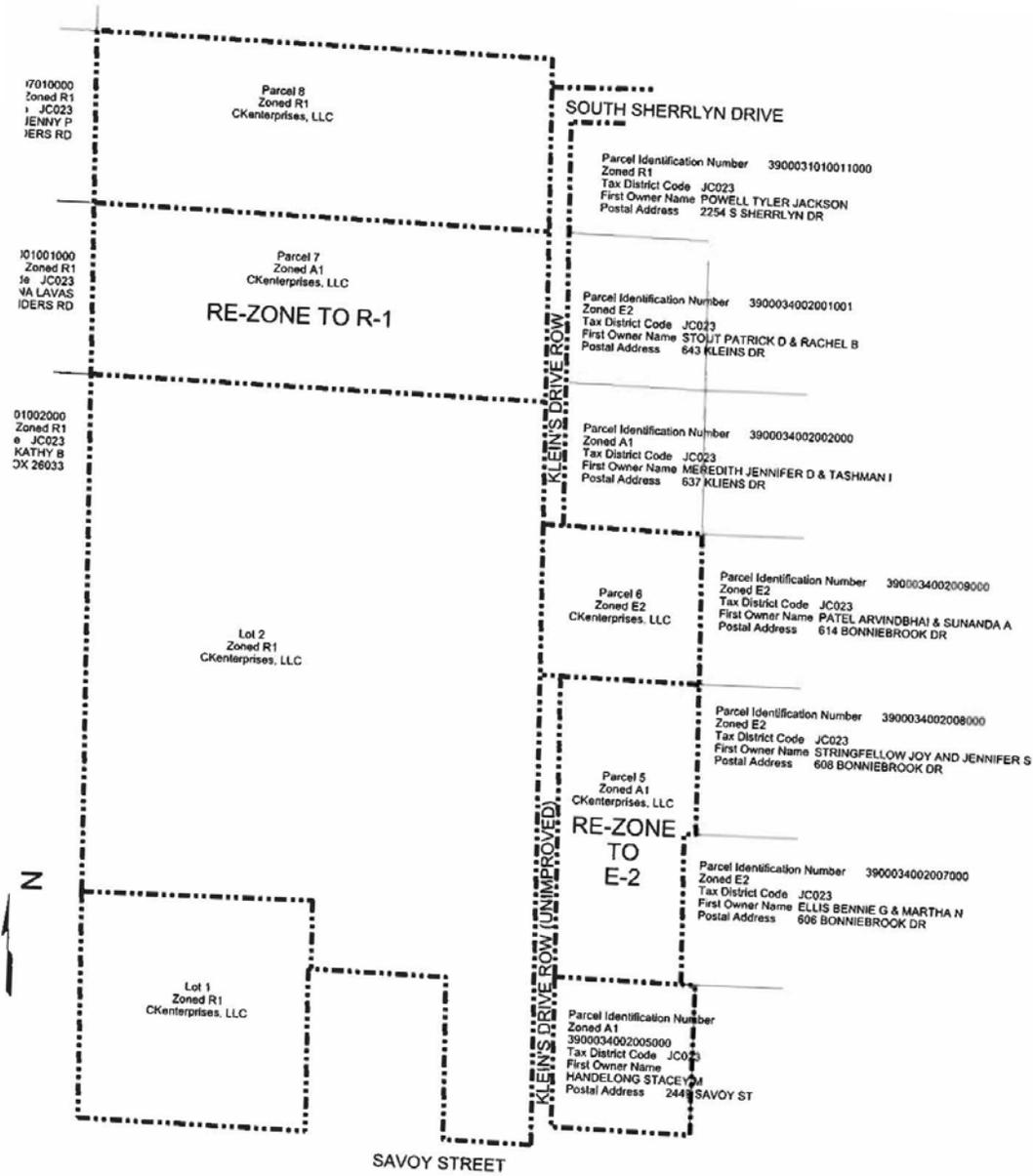


EXHIBIT B

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

UNITED STATES STEEL CORPORATION,
a Delaware corporation

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 $7^{\circ}58'07''$ 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 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 $79^{\circ}53'40''$ and run in a Southwesterly direction for a distance of 2040.98 feet; thence turn an angle to the right of $93^{\circ}30'28''$ 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 $86^{\circ}25'45''$ 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 $97^{\circ}50'55''$ (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.

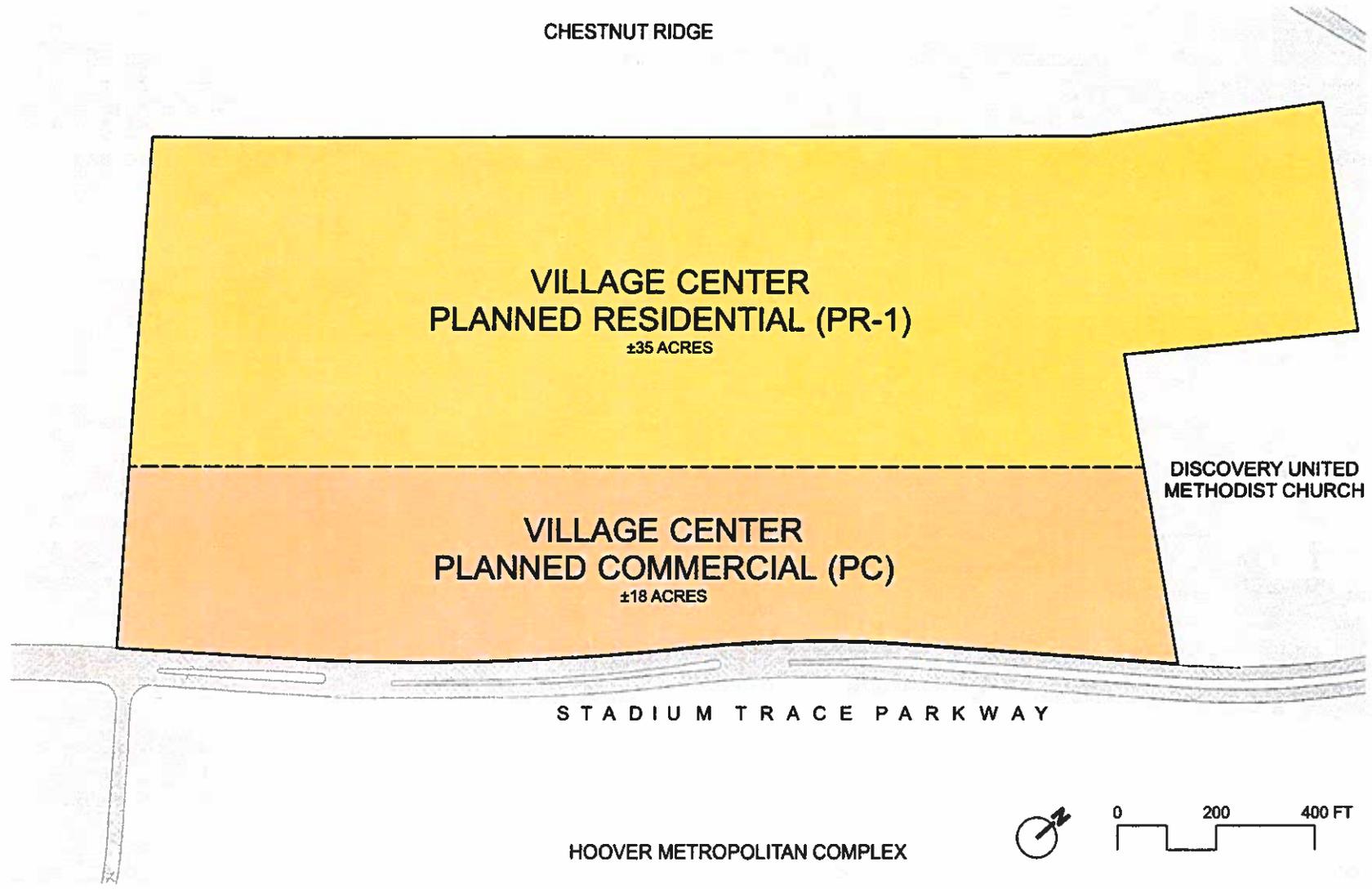


EXHIBIT B

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.

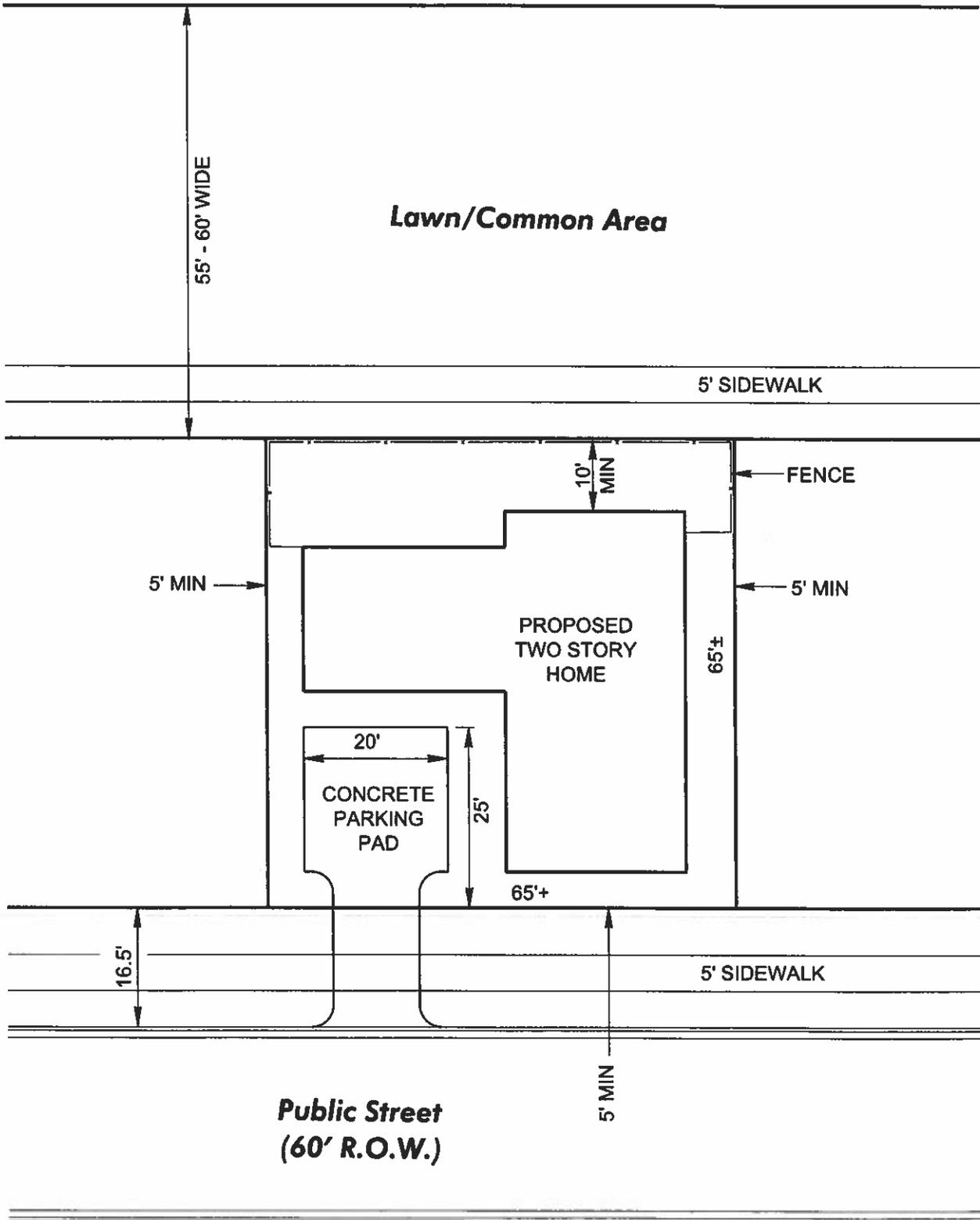
EXHIBIT C-1

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.

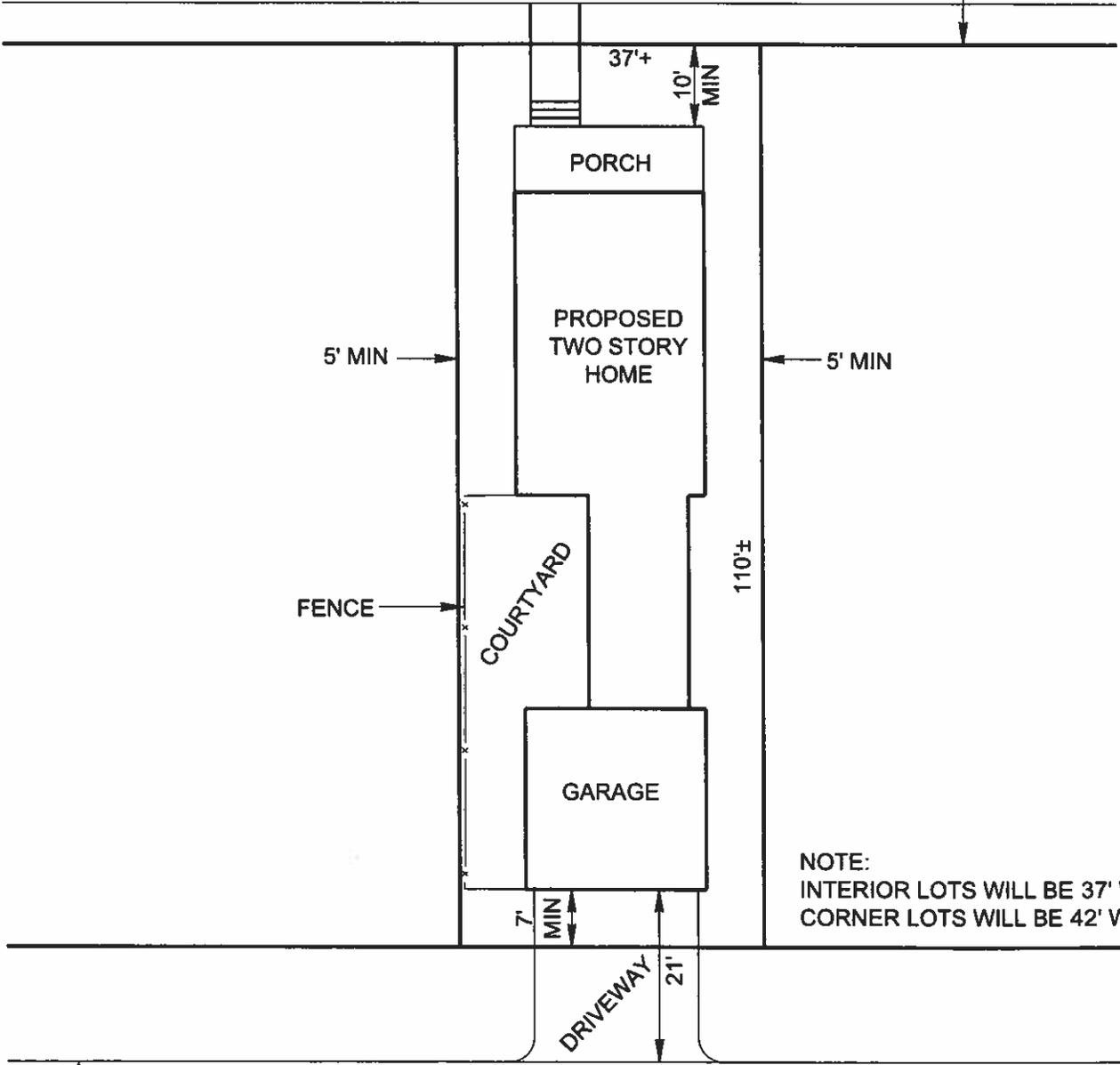
TRACE CROSSINGS
EXAMPLE PLOT PLAN
HOUSE TYPE B

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

Lawn/Common Area

55' - 60' WIDE

5' SIDEWALK



5' MIN

10' MIN

PORCH

PROPOSED
TWO STORY
HOME

5' MIN

FENCE

COURTYARD

110'±

GARAGE

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

7' MIN

DRIVEWAY

21'

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.

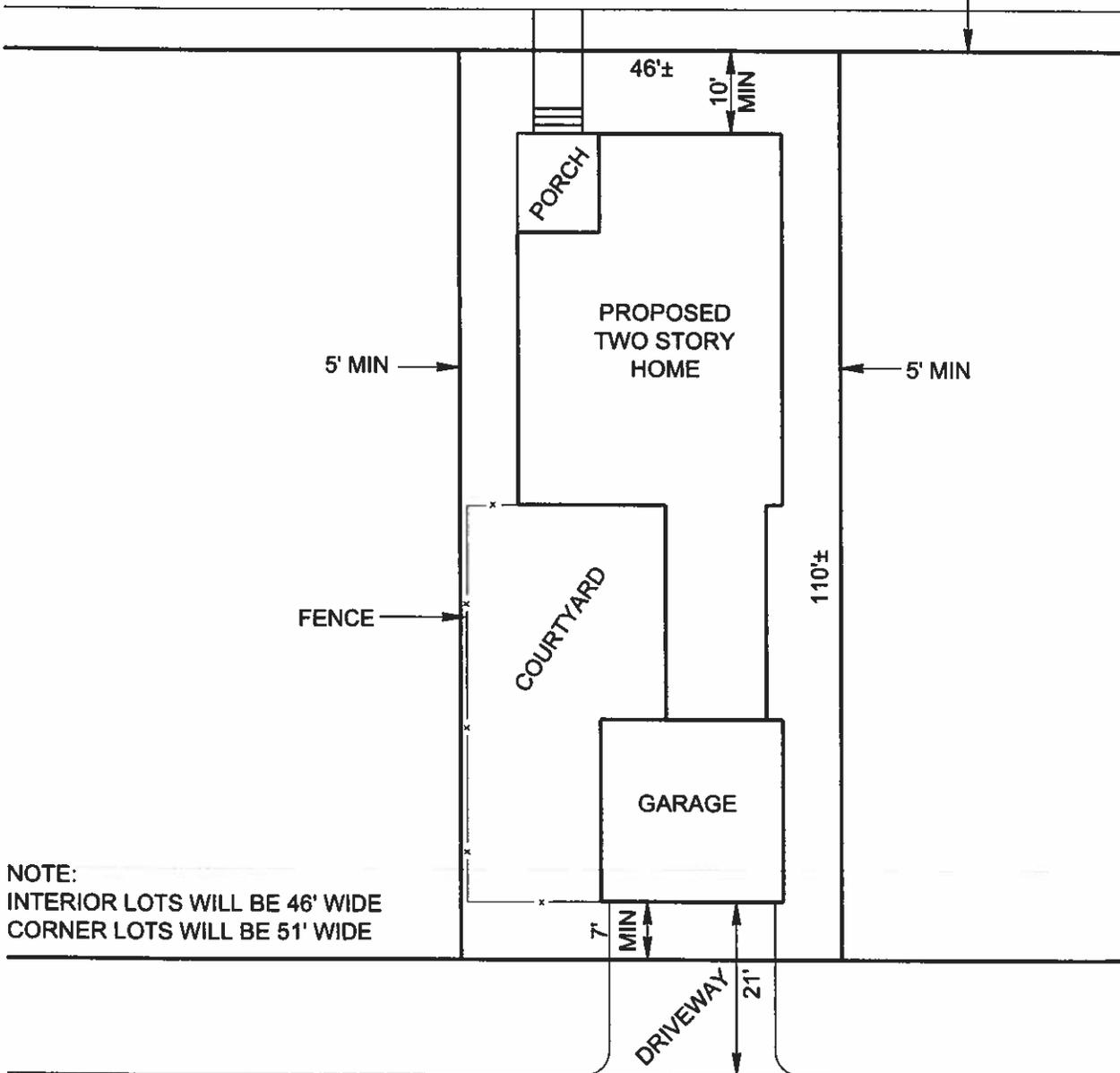
TRACE CROSSINGS
EXAMPLE PLOT PLAN
HOUSE TYPE C

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.)

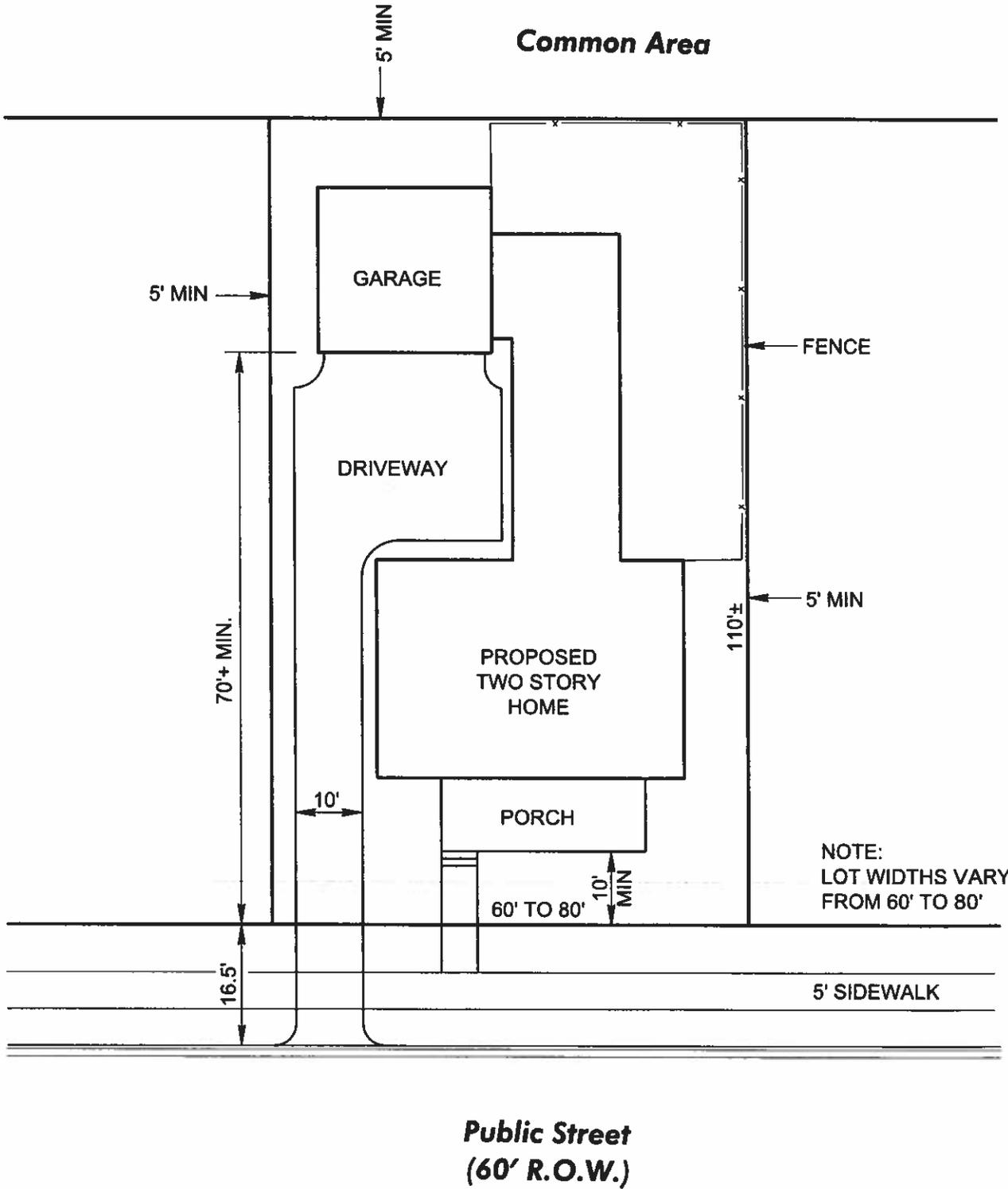
EXHIBIT C-4

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'

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

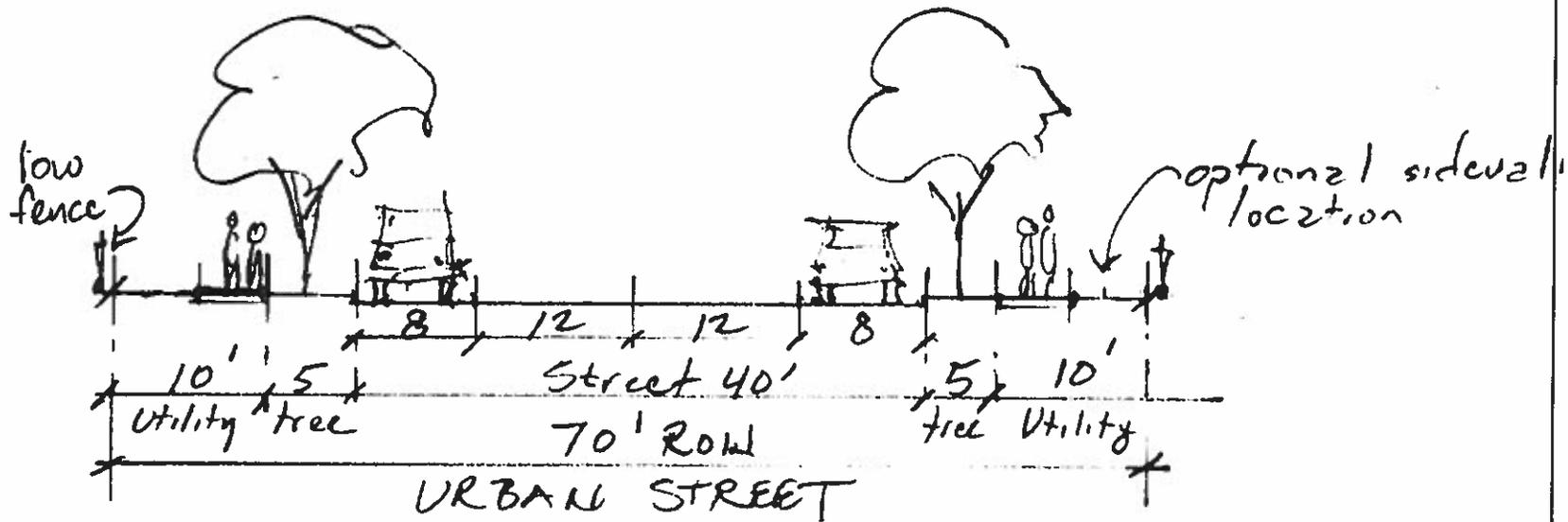
Alabama Engineering Company, Inc.
2 Office Park Circle, Suite 11
Birmingham, Alabama 35223
Phone (205) 803-2161
Fax (205) 803-2162

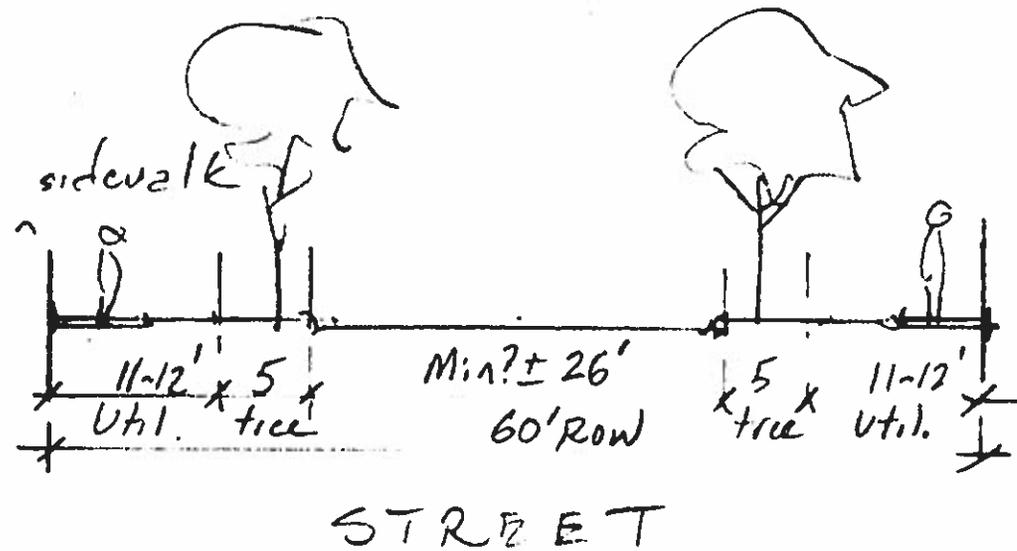
Buffer Exhibit	Scale 1" = 175'	Date 02/07/07
Trace Crossings at Chestnut Trace	Drawn By MFB	Sheet No. C1.0
1 Hoover, Alabama	Checked MFB	Sequence No. 1 of 2
	File Name C:\Projects\1000000	

EXHIBIT E

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

See attached.





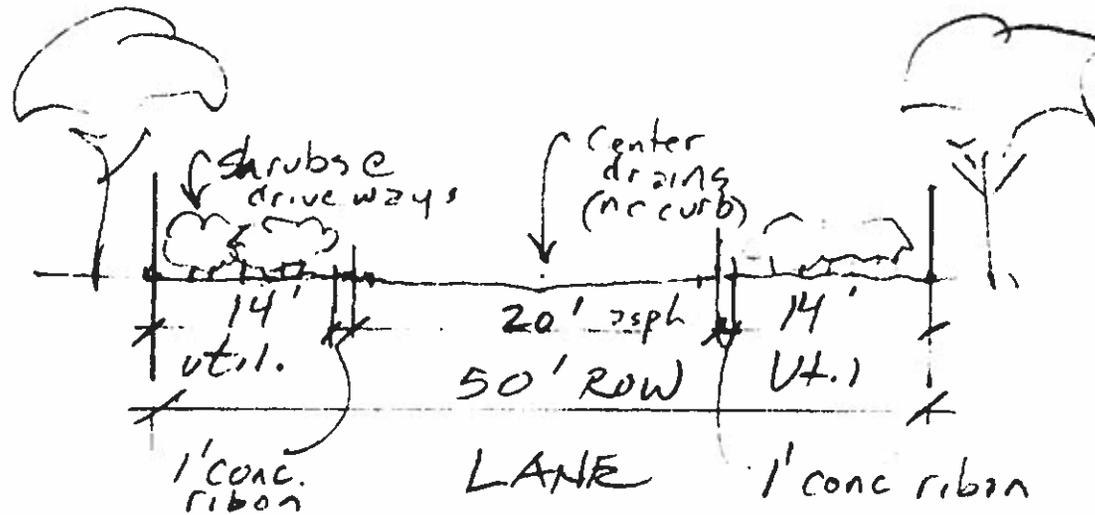
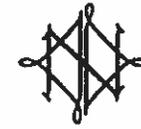


EXHIBIT F

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'.

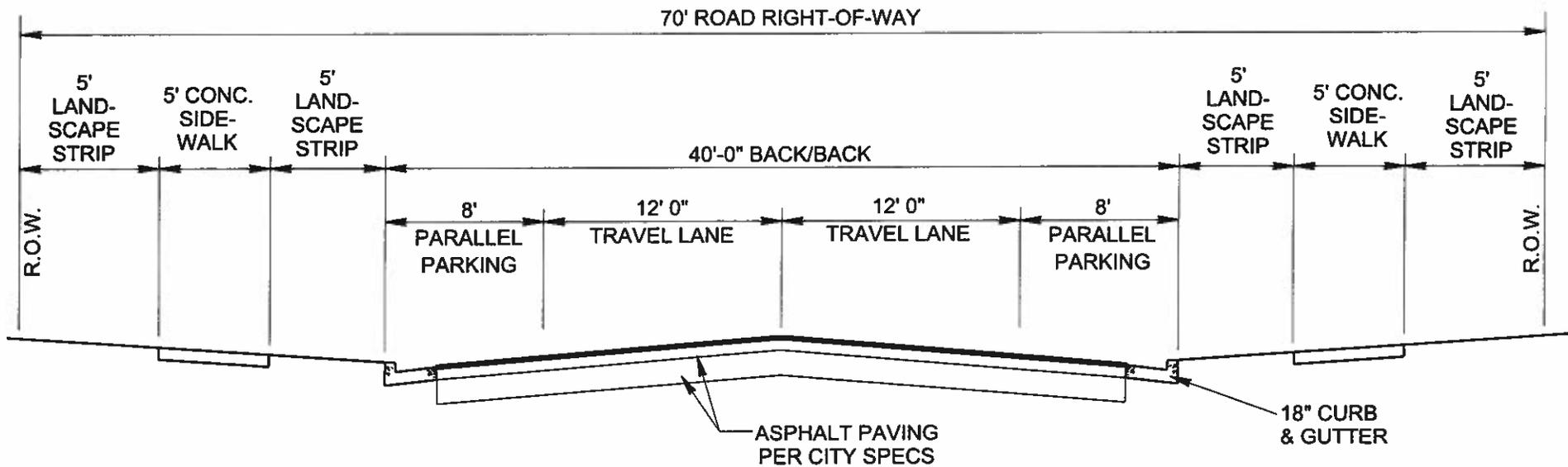
UTILITIES WILL BE INSTALLED IN THE OUTSIDE 10' OF THE ROAD RIGHT-OF-WAY

**TRACE CROSSINGS
TYPICAL ROADWAY SECTION
URBAN STREET**

Alabama Engineering Co., Inc.

August 4, 2020

Not to scale



**TYPICAL ROADWAY SECTION
URBAN STREET**

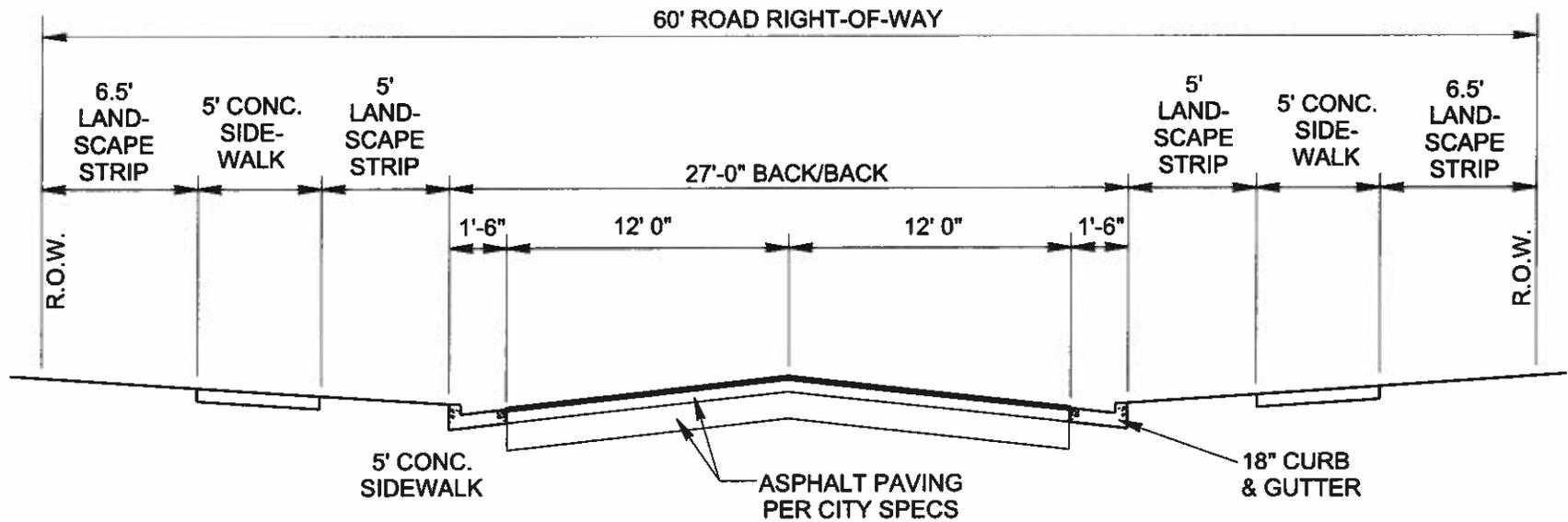
NOTES:

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.

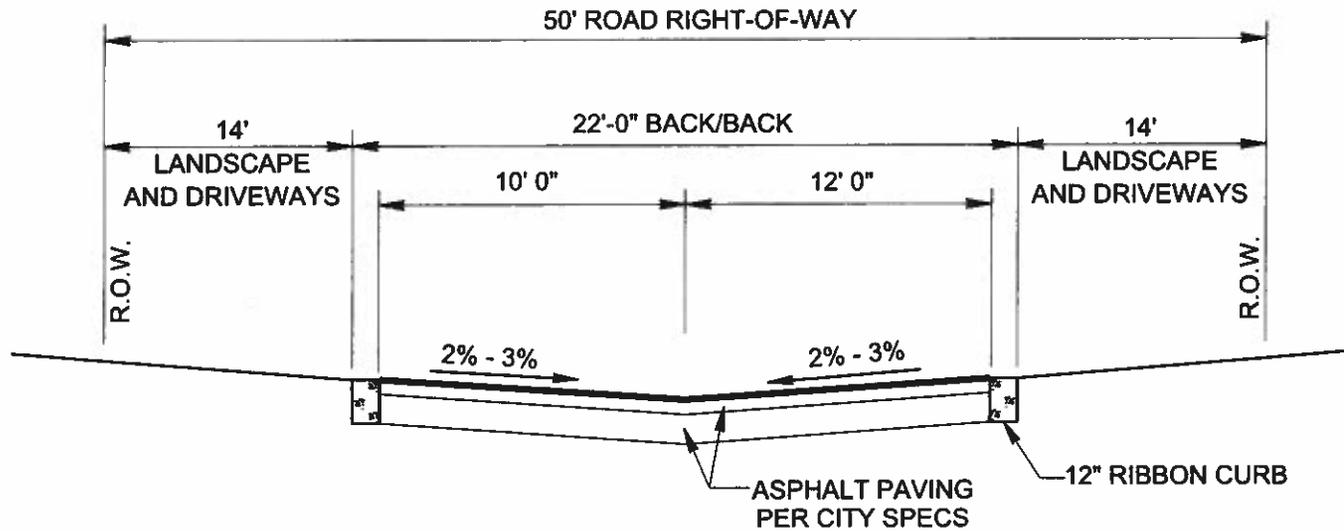
UTILITIES WILL BE INSTALLED IN THE OUTSIDE 10' OF THE ROAD RIGHT-OF-WAY

TRACE CROSSINGS
TYPICAL ROADWAY SECTION
NEIGHBORHOOD LANE

Alabama Engineering Co., Inc.

August 4, 2020

Not to scale

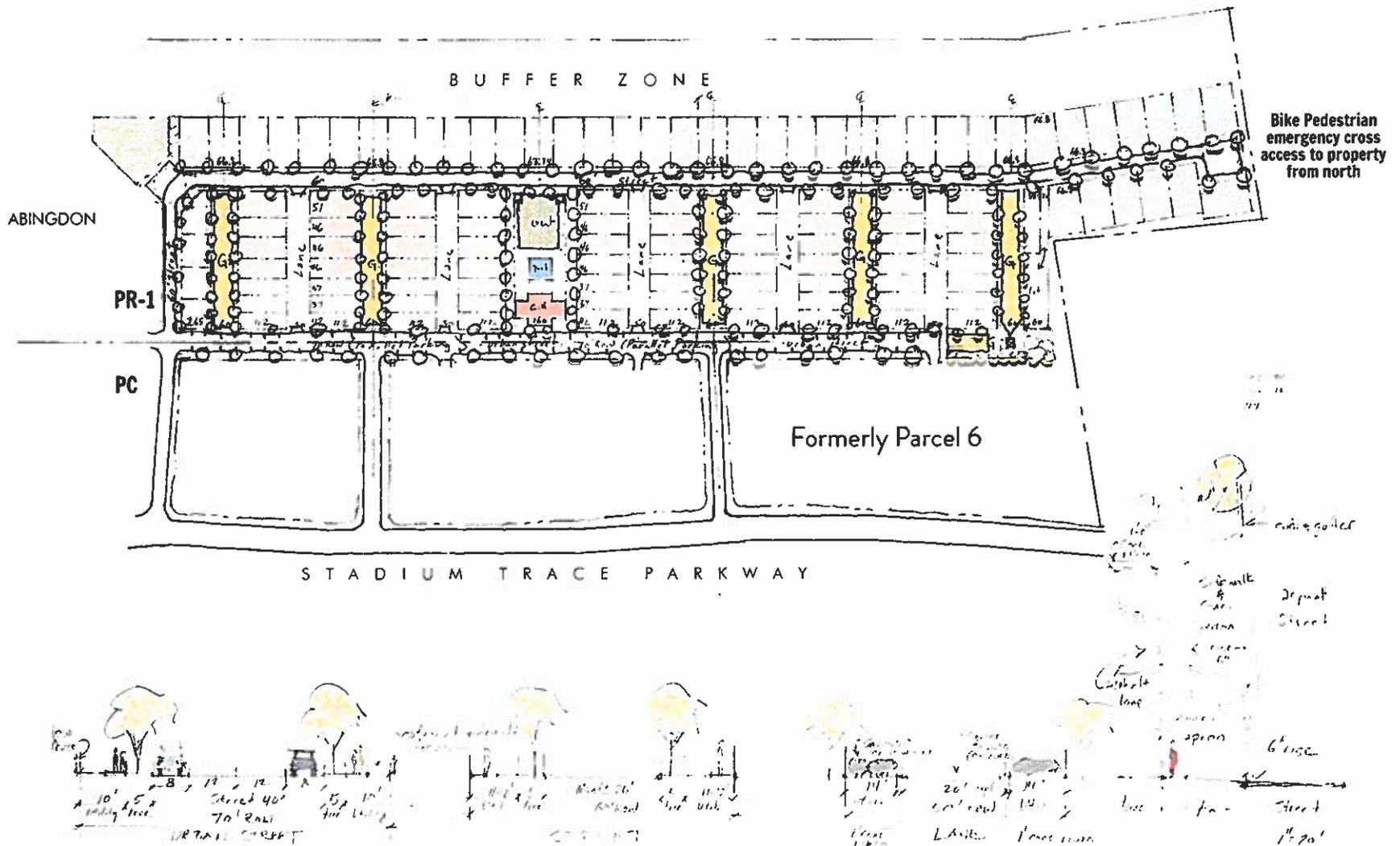


TYPICAL ROADWAY SECTION
NEIGHBORHOOD LANE

EXHIBIT G

Concetual Development Plan for Village Center PR-1 Area

See attached.

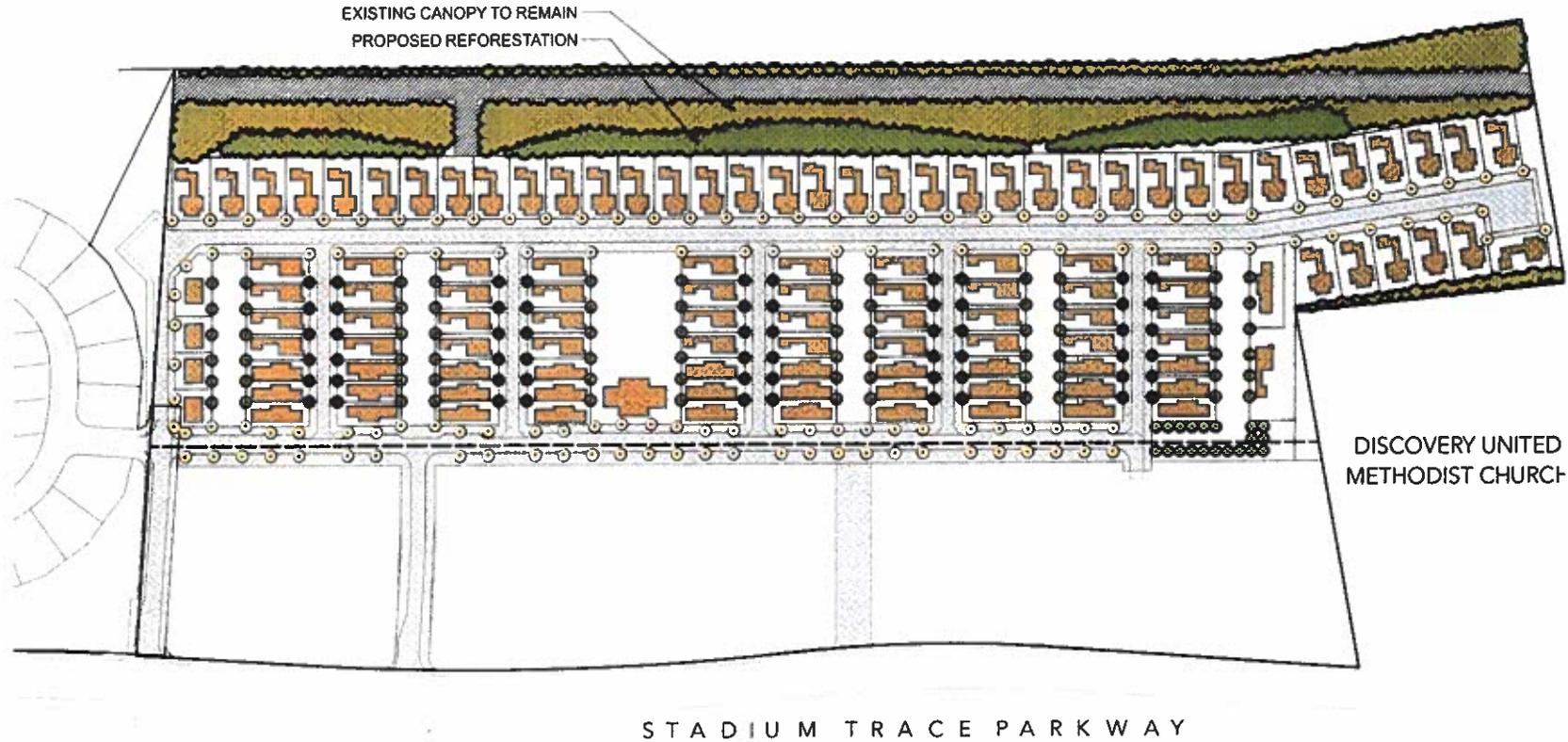


Note: This plan is conceptual in nature and subject to change. Actual development elements may vary, including (but not limited to) land uses, road alignment, lot size, lot alignment, conservation areas and site amenities.

EXHIBIT H

Tree Conservation Plan for the Village Center

See attached.



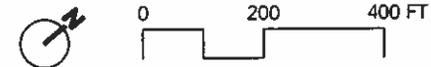
TREE CONSERVATION SUMMARY

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.



TREE CONSERVATION PLAN

TRACE CROSSINGS, HOOVER, ALABAMA

August 4, 2020

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:

Gene Smith, Council President

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 20-2494 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

