

CITY OF HOOVER
CITY COUNCIL MEETING
AGENDA
MONDAY, JUNE 1, 2020
6:00 PM

1. Call To Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Approval Of Minutes – May 14, 2020 (Work Session) And May 18, 2020 (Regular Meeting)
6. Announcements, Reports, Guest Recognitions, Employee Recognitions, and Proclamations.

Consent Agenda

The Consent Agenda is presented by the Council President at the beginning of a Council Meeting. Items presented on the Consent Agenda are considered routine and non-controversial. They are adopted by general consent without debate. Items may be removed from the Consent Agenda by the request of any one member. If an item is removed it may be considered either immediately after the Consent Agenda is approved or considered later on the agenda at the discretion of the Council President and City Council.

7. Payment of Bills.
8. Resolution Number 6262-20 – A Resolution Approving An Alcohol License, 2980 John Hawkins Parkway, Baron Hoover, LLC D/B/A Hyatt Place Hoover, Sanjay Manilal Patel, Executive(s).
9. Resolution Number 6256-19 – A Resolution Authorizing The Mayor To Enter Into An Agreement with Spire.
10. Resolution Number 6261-20 – A Resolution Approving And Assenting To A Declaration Of Vacation.
11. Resolution Number 6263-20 –A Resolution Authorizing Signatures on Bank Accounts.
12. Resolution Number 6264-20 - A Resolution Appointing A Member To The Public Park and Recreation Board.

Regular Agenda

13. Resolution Number 6257-20 – A Resolution Authorizing The Mayor To Fill A Certain Employee Position Vacancies.
14. Resolution Number 6260-20 – A Resolution Amending The Budget for the Fiscal Year Ending September 30, 2020.
15. Resolution Number 6258-20 – *public hearing* - A Resolution Declaring A Weed and Other Vegetation Nuisance and Directing the Abatement of Said Nuisance Pursuant to Alabama Law.
16. Ordinance Number 20-2477 – *public hearing* – **Z-0320-02** – Pre-zoning of 1919 & 1921 Shannon Road (Old Shannon Fire Department) Vernon and Kim Starling – V&K Holdings LLC, Jeff Co. I-2 to Hoover C-1. *Roll Call Vote.*
17. Ordinance Number 20-2481 – Annexation – 1919 & 1921 Shannon Road (Old Shannon Fire Department), Vernon and Kim Starling, Owner.
18. Ordinance Number 20-2478 - *public hearing* - **Z-0120-01** – Alan Howard, AJH Properties, LLC, is requesting **pre-zoning** of property owned by Roy W. and Judith L. Gilbert at 5400 and 5410 Saddlecreek Lane, located near Greystone Legacy. Mr. Howard is asking for the property to be pre-zoned to PRD (Planned Residential Development District) for the purpose of building a residential development. *Roll Call Vote.*
19. Ordinance Number 20-2482 – Annexation – 5400 and 5410 Saddlecreek Lane, located near Greystone Legacy, Alan Howard, AJH Properties, LLC, Representing Agent, And Roy W. And Judith L. Gilbert, Owner(s).
20. Ordinance Number 20-2479 - **Z-0320-03** – Special Events/Live Entertainment Ordinance. *Roll Call Vote.*

1st Reading (*Items to be considered on June 15, 2020*)

21. Ordinance Number 2483-20 – An Ordinance Authorizing The Mayor To Enter Into An Automatic And Mutual Fire And EMS Aid Agreement With The City Of Birmingham, Alabama.

1st Reading And Setting Public Hearings For June 15, 2020 (*No Action To Be Taken At This Meeting*)

22. Resolution Number 6255-20 - A Resolution Granting Conditional Use Approval For An Amenity Center For Abingdon By The River For The Property Located Off Flemming Parkway, Hoover, Alabama. (*No Action To Be Taken At This Meeting*).

Other Items

23. Comments/Questions.
24. Adjourn.

The City Council of the City of Hoover adopted a Declaration of Emergency on March 16, 2020 due to the COVID-19 pandemic. The Governor of the State of Alabama and the Alabama Department of Public Health has issued several orders in conjunction with COVID-19. The Governors' orders provide that public meetings may be held via teleconference, videoconference, or other similar means of communication equipment. As allowed by the orders of the Governor and the State of Alabama Department of Health, the City Council may utilize teleconference, videoconference, or other similar means of communication to hold its regular monthly meetings during this emergency. The City Council will provide notification of the means of presentation of each City Council meeting pursuant to the provisions of the Alabama Open Meetings Act.

The City Council will meet on June 1, 2020, at 6 p.m. via teleconference/video conference. Anyone may attend this meeting via the internet or phone. The City Council will, also, meet at the Hoover Senior Center, 400 Municipal Drive, Hoover AL 35216.

The following link should be utilized to register for and to attend this meeting via the internet:

<http://www.hooveralabama.gov/686/Public-Meetings>

Join Zoom Meeting from PC or Tablet

<https://us02web.zoom.us/j/83143756394?pwd=aVdZZis2TVVJVjJsTIM2SC90Q0NOQT09>

Meeting ID: 831 4375 6394

Password: 310559

One tap mobile

+13126266799,,83143756394#,,1#,310559# US (Chicago)

+19292056099,,83143756394#,,1#,310559# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 831 4375 6394

Password: 310559

Find your local number: <https://us02web.zoom.us/u/kbwSLPaUFA>

RESOLUTION NUMBER 6262-20

**A RESOLUTION APPROVING AN ALCOHOL LICENSE
FOR BARON HOOVER, LLC D/B/A HYATT PLACE
HOOVER, SANJAY MANILAL PATEL, EXECUTIVE(S)**

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

1. The City Council of the City of Hoover, Alabama, hereby approves the alcohol license for Baron Hoover, LLC d/b/a Hyatt Place Hoover, located at 2980 John Hawkins Parkway, Hoover, Alabama, for the sale of 160 - Special Retail - More Than 30 Days; Sanjay Manilal Patel, executive(s).

APPROVED and ADOPTED, on this the 1st day of June, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk



Hoover Police Department

Nicholas C. Derzis
Chief of Police

To: Wendy Dickerson, City Clerk
From: Nicholas C. Derzis, Chief of Police *ncd*
Date: May 19, 2020
Re: ABC License Application/Transfer
Subject: **HYATT PLACE**
2980 John Hawkins Parkway
Hoover, AL 35244

This is to advise that the Police Department:

- A. Is **NOT** opposed to the approval of this application.
- B. Is opposed to the approval of this application
- C. Has not received the information necessary to form an opinion regarding this application.
The information needed should be received by _____.

If further information is necessary, please do not hesitate to contact me.

RESOLUTION NUMBER 6256-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SPIRE ALABAMA, INC.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the Mayor is hereby authorized to execute a permanent easement agreement in substantially the form attached hereto as Exhibit A with Spire Alabama, Inc.

ADOPTED on this the 1st day of June, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

EXHIBIT A

+

EASEMENT

Jefferson County, Alabama
_____, 2020

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, the **CITY OF HOOVER, ALABAMA**, 2020 Valleydale Rd., Suite E-100 Hoover, AL 35216 (**Grantor**), owner of a tract of land described as follows: Part of Section 29, Township 19 South, Range 3 East, and as described in Lot 3-A of "Resurvey of Lot 3" as recorded in Map Book 31, Page 67 in the office of the Judge of Probate, Jefferson County, Alabama Records, does hereby grant unto **SPIRE ALABAMA INC. (Grantee)** 2101 Sixth Avenue North, Birmingham, AL 35203, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely: A thirty-foot (30') by ninety-foot (90') foot wide strip of land in the above parcel as shown and described on "Exhibit A", together with the rights to use additional space adjacent to the above described easement as may be required during construction and approved by the **Grantor's** Fire Chief and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access, **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the property described in Exhibit A for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the property described in Exhibit A for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line

connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee** that is not on **Grantor's** property unless such location is approved in writing by **Grantor**.

Grantor shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 90 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In the first such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein shall be paid by **Grantee**. Subsequent to the first such relocation, any and all additional relocations shall be upon the same terms as set forth herein regarding notice and designation of an alternate easement area, except that **Grantor** shall pay **Grantee's** reasonable and necessary costs to relocate its facilities, if the removal and relocation is made necessary by the actions of **Grantor**.

The Grantor hereby covenants that it is seized and possessed of the real property described in Exhibit A; that it has a good and lawful right to place this easement upon such property; that the property is free from all encumbrances; and that it will warrant the title against all persons claiming by, through or under the Grantor (but not otherwise). **Grantee** accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property, the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said CITY OF HOOVER, ALABAMA has caused these presents to be signed on the day and year first above written.

CITY OF HOOVER, ALABAMA

Name: _____

Printed Name: FRANK V. BROCATO

Title: MAYOR

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

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

Given under my hand and official seal, this the _____ day of _____, 2020.

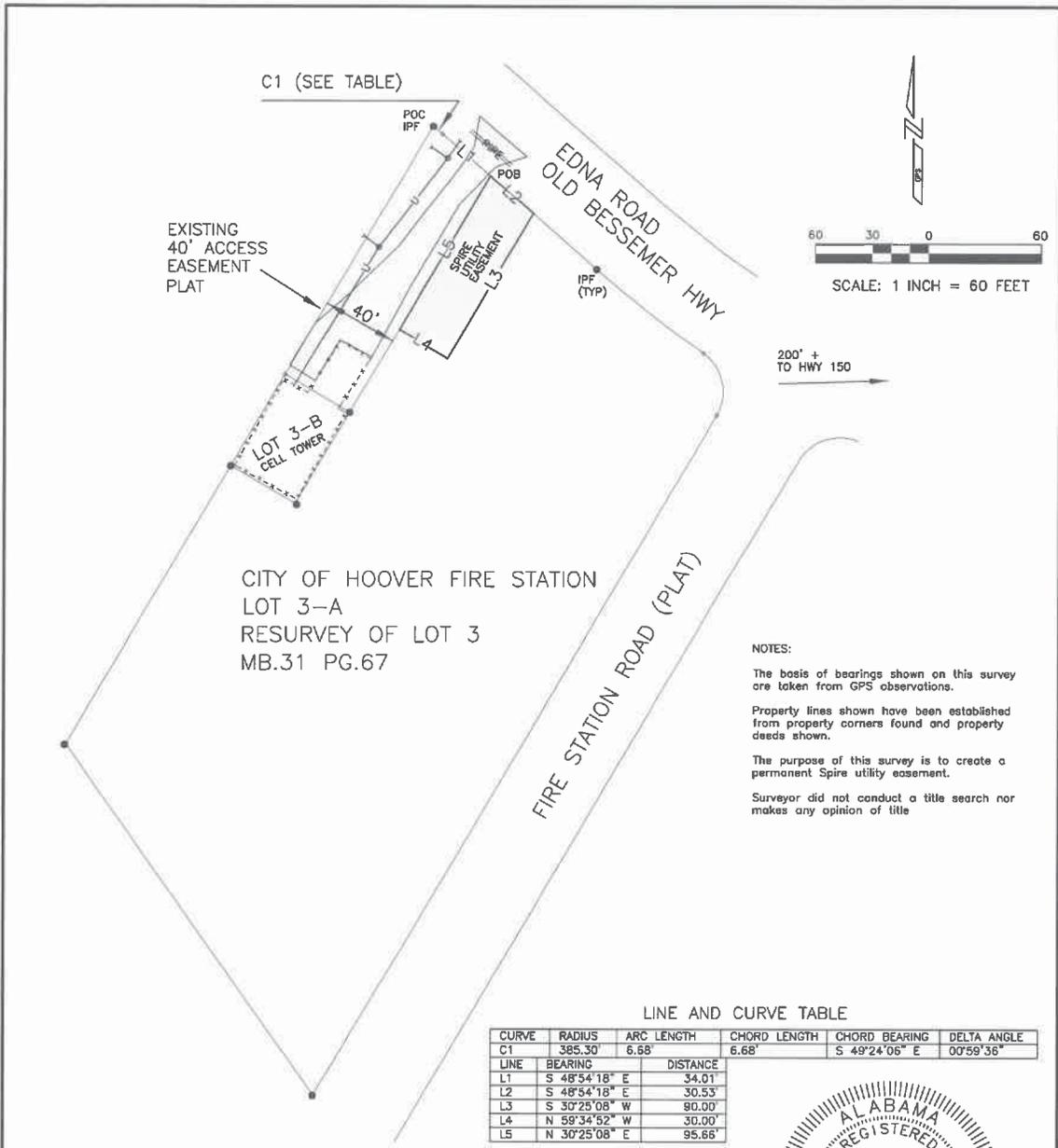
Notary Public

My Commission Expires: _____

NOTARIAL SEAL]

Source of Title: Lot 3-A of "Resurvey of Lot 3" as recorded in Map Book 31, Page 67

**This instrument was prepared by: Mr. Matt Aplington
 700 Market Street, 6th Floor
 St. Louis, MO 63101**



CITY OF HOOVER FIRE STATION
 LOT 3-A
 RESURVEY OF LOT 3
 MB.31 PG.67

NOTES:
 The basis of bearings shown on this survey are taken from GPS observations.
 Property lines shown have been established from property corners found and property deeds shown.
 The purpose of this survey is to create a permanent Spire utility easement.
 Surveyor did not conduct a title search nor makes any opinion of title

LINE AND CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	385.30'	6.68'	6.68'	S 49°24'06" E	00°59'36"
LINE	BEARING	DISTANCE			
L1	S 48°54'18" E	34.01'			
L2	S 48°54'18" E	30.53'			
L3	S 30°25'08" W	80.00'			
L4	N 59°34'52" W	30.00'			
L5	N 30°25'08" E	95.66'			

STATE OF ALABAMA
 JEFFERSON COUNTY

A permanent Spire Utility easement located within Lot 3-A of "Resurvey of Lot 3" as recorded in Map Book 31, Page 67 in the Office of the Judge of Probate, Jefferson County, Alabama, also being in the SW quarter of Section 29 Township 19 South, Range 3 West, Jefferson County Alabama, being more particularly described as follows:

Commence at an Iron pin found at the NW corner of Lot 3-A of "Resurvey of Lot 3" as recorded in Map Book 31, Page 67 in the Office of the Judge of Probate, Jefferson County, Alabama, also being a point on the Southern ROW of Edna Drive (Old Bessemer Hwy) and the beginning of a curve to the right, said curve having a Radius of 385.30', a central angle of 0°59'36" and a curve that bears S 49°24'06"E; thence proceed along the arc of said curve, said road ROW and the NE line of Lot 3-A, for 6.68 feet to the end of said curve; thence proceed S 48°54'18"E, along said road ROW and the NE line of Lot 3-A for or 34.01 feet to a point on the SE line of a 40' access easement as shown on "Resurvey of Lot 3", said point being THE POINT OF BEGINNING of a permanent Spire Utility easement; thence continue along said previous course for 30.53' to a point; Thence leaving said road ROW and the NE line of Lot 3-A, proceed S 30°25'08"W, 30' SE of, and parallel to, the SE line of said access easement for 80.00' to a point; thence proceed N 59°34'52"W for 30.00 feet to a point on the SE line of said access easement; thence proceed N 30°25'08"E, along the SE line of said access easement for 95.66' to THE POINT OF BEGINNING of described permanent Spire Utility easement.

Said easement contains 2,785 square feet or 0.064 acres, more or less.

January 21, 2020

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jim C. McCullers

Jim C. McCullers
 AL. PLS # 15154



LEGEND

IPF	IRON PIN FIELD	U	OVERHEAD UTILITY LINES
SPE	IRON PIN SET	—	FENCE
CP	CONCRETE MONUMENT FOUND	—	CONCRETE
DIS	CONCRETE MONUMENT SET	—	NOT TO SCALE
PK	PK MARK FIELD	—	CONCRETE
PK	PK MARK SET	—	RIGHT OF WAY
SPE	SPIRE FIELD	—	CONCRETE
TRV	TRAVELER POINT	—	KINDEN BUILDING LINE
U	UTILITY POLE	—	ODIUM METER
		—	MAP BOOK
		—	RETS BOOK
		—	PLAT
		—	POINT OF BEGINNING

McCullers-CAPPS & ASSOCIATES, INC.
 Surveyors-Mappers-Consultants
 (205) 957-1519
 5533 Bankhead Highway
 Birmingham, Alabama 35210

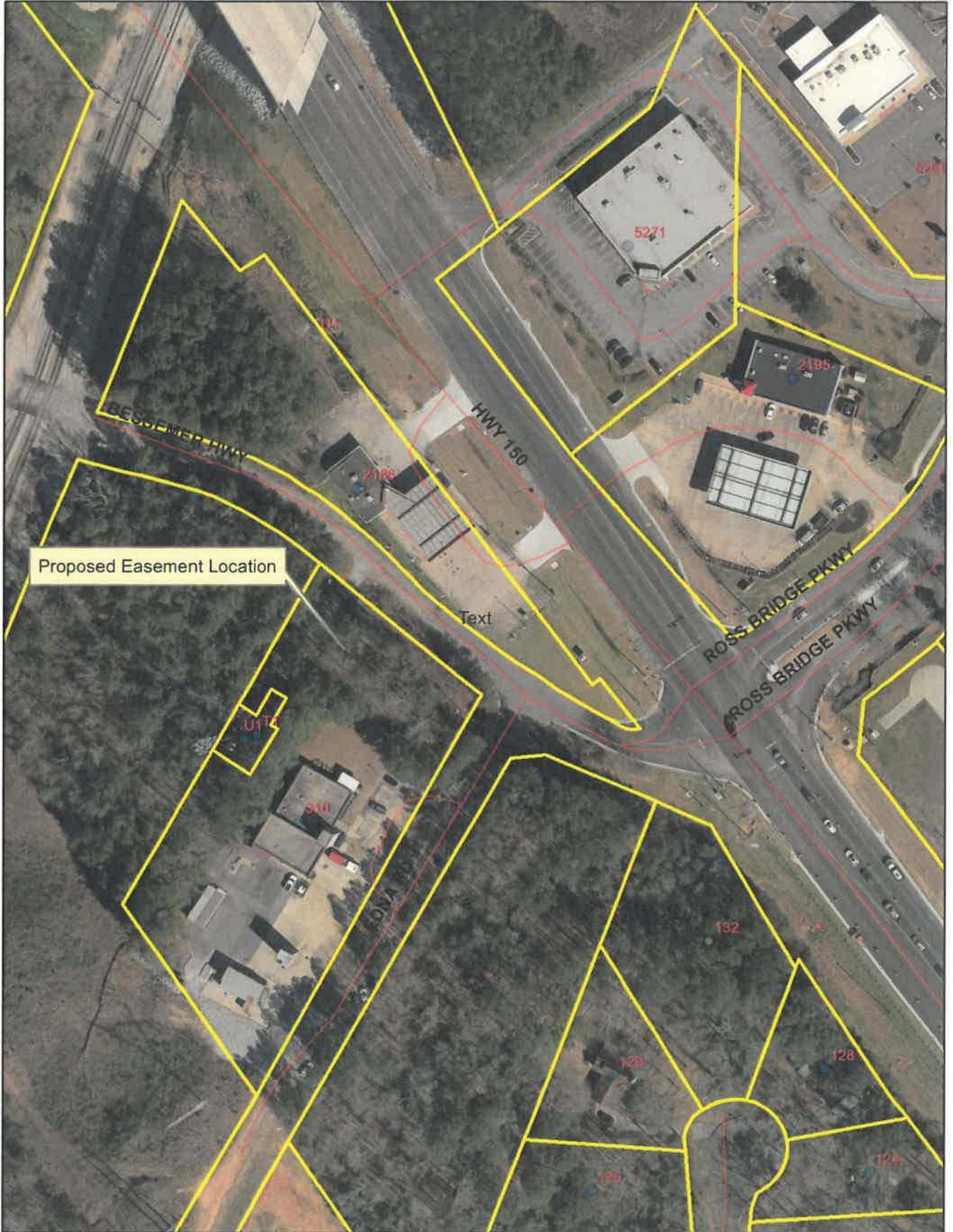
EXHIBIT A
 SPIRE PERMANENT EASEMENT
 CITY OF HOOVER
 S29 T19S R3W

date	1-21-20	job no.	20003	drawn by	JCM	dwg. no.	E1	rev.	0
scale	1"=60'	f.b. no.		chkd. by	JFC				



03/28/2014

Proposed Spire Easement Location - Hoover Fire Station 6





**Engineering Department
City of Hoover**

Chris Reeves, P.E., P.T.O.E.
Acting City Engineer

Memorandum

To: Wendy Dickerson
City Clerk

From: Chris Reeves *CR*

Date: May 8, 2020

**Re: 310 Edna Road – Hoover Fire Station 6
Spire Permanent Easement
Jefferson County, Alabama**

Copy: Hoover City Council
Mayor Frank Brocato
Allan Rice, City Administrator
Jim Wyatt, Chief Operating Officer
Jeff Watson, Spire Alabama Incorporated
Clay Bentley, Fire Chief
April Danielson, Wallace, Jordon, Ratliff & Brandt, LLC.
File

Please place an item on the next City Council agenda authorizing the mayor to execute an easement with Spire for the upgrade and relocation of a proposed gas regulator facility. This easement is located on City property at 310 Edna Road adjacent to Fire Station 6. Spire will be upgrading this facility to address the future growth needs in the Hoover area. In the event that any City of Hoover projects require this infrastructure to be relocated, Spire has agreed to relocate one time at their expense. This is also noted in the easement documentation. The City Attorney's office has reviewed this information.

Attachments: (1.) Easement Location Map.
(2.) Easement Documentation.
(3.) Survey of proposed easement label Exhibit A.
(4.) Photo of a gas regulator similar to what will be installed.

RESOLUTION NUMBER 6261-20

**A RESOLUTION APPROVING AND ASSENTING TO A
DECLARATION OF VACATION**

WITNESSETH THESE RECITALS:

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

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

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

Description of Vacation of Easement:

An Easement to be vacated in Lot 63 Greystone 5th Sector Phase I as recorded in Map Book 17, on Page 72 A,B & C, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found accepted to be the Eastern most comer of said Lot 63; thence run Southwesterly along the Southeast line of said Lot 63 and also along the Northwest line of Lot 64 in said Greystone 5th Sector Phase I for a distance of 74.70 feet to a point; thence turn an angle to the right of 90° 00' 00" for a distance of 7.05 feet to the Point of Beginning; thence turn an angle to the left of 91 ° 13' 29" along the Northwest line of a 20 foot sanitary sewer easement for a distance of 41.10 feet to a point; thence tum an angle to the right of 66° 08' 50" for a distance of 55.76 feet to a point; thence tum an angle to the right of 132° 59' 29" for a distance of 83.46 feet to a point; thence tum an angle to the right of 103° 37' 15" for a distance of 28.10 feet to the Point of Beginning.

Said Easement containing 2187.6 Sq. Ft. more or less.

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

1. The vacation of the hereinabove described right-of-way is hereby vacated and annulled and all public rights and right-of-way herein are hereby divested pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975; and

2. A copy of the Final Plat for A Resurvey of Lot 63 Greystone 5th Sector, Phase 1 shall be recorded in the Shelby County Office of the Probate as approved by the Planning and Zoning Commission on May 11, 2020 contingent upon the adoption and approval of the vacation of easement by the City Council of the City of Hoover, Alabama.

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 1st day of June, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

EXHIBIT A

F
RECEIVED
MAR 23 2020
CITY OF HOOVER

STATE OF ALABAMA
SHELBY COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Lot 63
as same appears on the Plat of Greystone 5th Sec Ph. 2 which Plat is recorded in Plat Book
17, at Page 72B, in the Probate Office of Jefferson County, Alabama, do hereby declare that
each of said Plats embraced within the boundaries of said SHELBY as the
same appears of record on the Plat to be vacated, and said _____
is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as
follows:

1. This Declaration of Vacation of _____ is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.
2. It is in the best public interest that _____ be closed and vacated.
3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.
4. _____ is situated in the City of _____, Hoover Shelby County, Alabama. A copy of the map reflecting the location of _____ is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. Reasoning/Purpose for request to vacate:
REDUCE DRAINAGE EASEMENT TO MATCH EXISTING WATER WAY

6. Type of Easement/Right-Of-Way to be vacated:
DRAINAGE EASEMENT

An Easement to be vacated in Lot 63 Greystone 5th. Sector Phase I as recorded in Map Book 17, on Page 72 A,B & C, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found accepted to be the Eastern most corner of said Lot 63; thence run Southwesterly along the Southeast line of said Lot 63 and also along the Northwest line of Lot 64 in said Greystone 5th. Sector Phase I for a distance of 74.70 feet to a point; thence turn an angle to the right of 90° 00' 00" for a distance of 7.05 feet to the Point of Beginning; thence turn an angle to the left of 91° 13' 29" along the Northwest line of a 20 foot sanitary sewer easement for a distance of 41.10 feet to a point; thence turn an angle to the right of 66° 08' 50" for a distance of 55.76 feet to a point; thence turn an angle to the right of 132° 59' 29" for a distance of 83.46 feet to a point; thence turn an angle to the right of 103° 37' 15" for a distance of 28.10 feet to the Point of Beginning. Said Easement containing 2187.6 Sq. Ft. more or less.

7. The street address and legal descriptions of all property abutting 801 Royal Terrace and the names and addresses of the owner of said abutting properties are, as follows: LOT 63

A. Street Address: 1028 GREYMOOR RD. BIRMINGHAM AL 35242
Legal Description: LOT 62
Owners' Name(s): SOL MAZ OGET

B. Street Address: 805 ROYAL TERRACE BIRMINGHAM, AL
Legal Description: LOT 64 35242
Owners' Name(s): HARRY HAROLDIN

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

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

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

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

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

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

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

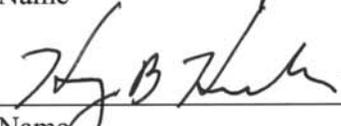
IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on:

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)


Name

3/17/2020
Date


Name

3/17/2020
Date

Name

Date

STATE OF ALABAMA

Shelby COUNTY

GENERAL ACKNOWLEDGMENT

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

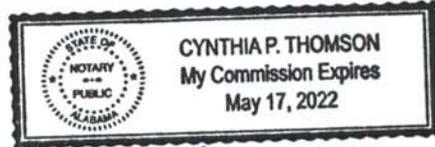
Given under my hand and official seal, this the 17 day of March, 2020.

Cynthia P. Thomson
Notary Public

STATE OF ALABAMA

Shelby COUNTY

GENERAL ACKNOWLEDGMENT



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

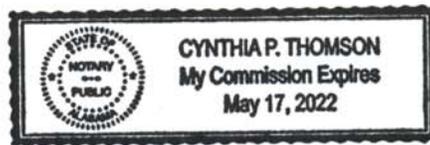
Given under my hand and official seal, this the 17 day of March, 2020.

Cynthia P. Thomson
Notary Public

STATE OF ALABAMA

_____ COUNTY

GENERAL ACKNOWLEDGMENT



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

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

Notary Public

EXHIBIT B

BUILDING SI
EASEMENTS
ASSESSMEN
DECLARATIC
BE SET FOF

ALL EASEM
STORM DITC
WITHIN AND

"SINK HOLE
IN AN AREA/
AND ZONING
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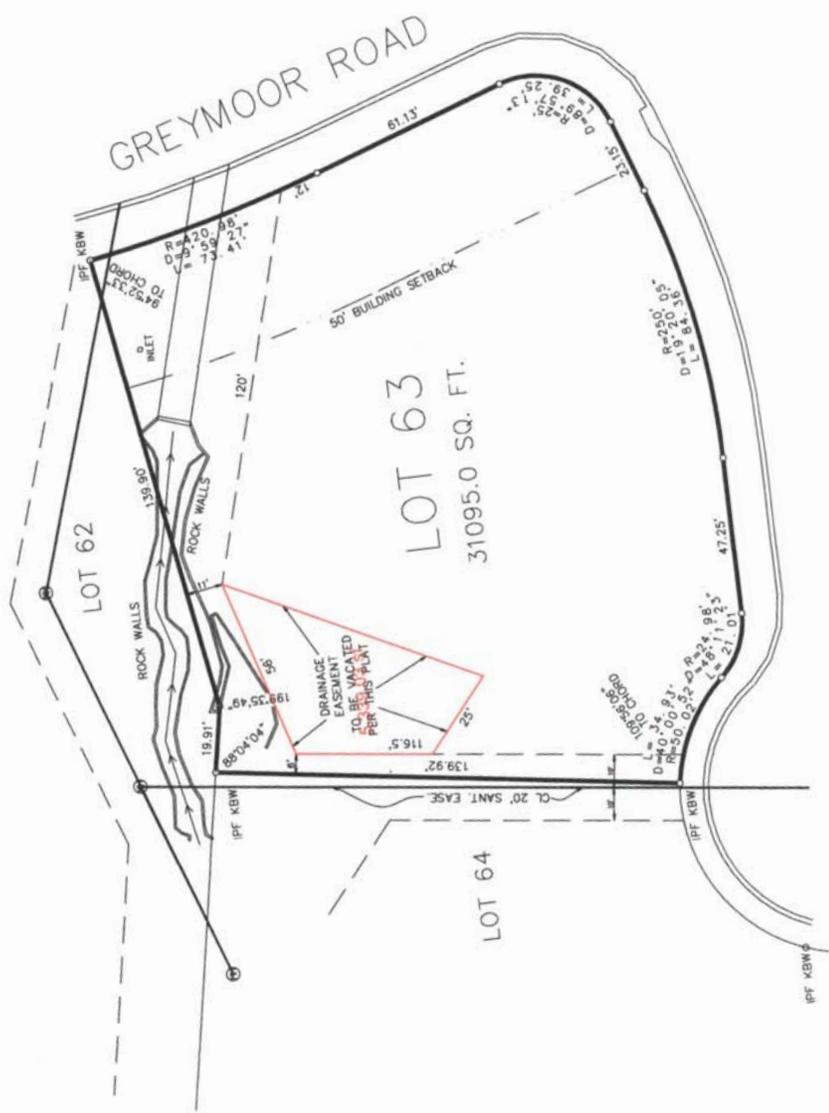
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- B/C: BACK OF CURB
- MB: MAP BOOK
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- : FORCE MAIN
- : FIRE HYDRANT = FH
- : CURB INLET
- : HEADWALL

RESOLUTION NUMBER 6263-20

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 signatures as shown on the attached Exhibit "A" for various accounts and wires are hereby authorized, effective June 1, 2020.

ADOPTED this the 1st day of June, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

EXHIBIT A

**HOOVER CITY COUNCIL RESOLUTION NUMBER 6263-20
Bank Account Authorizations Effective June 1, 2020**

Financial Institution	Account Number	Account Name	Account Purpose/Use	Authorized Account Signer(s)	Authorized For Wires/Transfers	Authorized Online Account Administrators
Regions Bank		Pooled Cash	Cash Management and Treasury Operations	Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Council President (Gene Smith)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
				Council President Pro Tempore (John Greene)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
				City Clerk (Wendy Dickerson)		
Regions Bank		Controlled Disbursement	Cash Management and Treasury Operations	Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Council President (Gene Smith)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
				Council President Pro Tempore (John Greene)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
				City Clerk (Wendy Dickerson)		
Regions Bank		City Clerk Recording	City Clerk Operating Account	City Clerk (Wendy Dickerson),	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				Assistant City Clerk (Cynthia Harris)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
Regions Bank		Municipal Court	Court Operations	Mayor (Frank Brocato)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
				City Clerk (Wendy Dickerson)		
Wells Fargo Bank		Payroll (Current)	Payroll and Benefits	Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Council President (Gene Smith)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
				City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
					Payroll Specialist (Crystal Horton)	
Regions Bank		Payroll (Future)	Payroll and Benefits	Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Council President (Gene Smith)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
				City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
					Payroll Specialist (Crystal Horton)	
Regions Bank		Flexible Spending Account (FSA)	Payroll and Benefits	Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Clerk (Wendy Dickerson)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
				Third Party Administrator (James Murfee)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
Regions Bank		Health Reimbursement Account (HRA)	Payroll and Benefits	Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Council President (Gene Smith)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
Regions Bank		Workers Compensation Claims	Risk Management Operating Account	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
				Mayor (Frank Brocato)	City Treasurer (Ben Powell)	City Treasurer (Ben Powell)
				City Clerk (Wendy Dickerson)	Finance Director (Tina Bolt)	Finance Director (Tina Bolt)
Regions Bank		Workers Compensation Claims	Risk Management Operating Account	Third Party Administrator (Mark Sparks)	City Clerk (Wendy Dickerson)	City Clerk (Wendy Dickerson)
				Third Party Administrator (Collette Mangold)		

EXHIBIT A

**HOOVER CITY COUNCIL RESOLUTION NUMBER 6263-20
Bank Account Authorizations Effective June 1, 2020**

Financial Institution	Account Number	Account Name	Account Purpose/Use	Authorized Account Signer(s)	Authorized For Wires/Transfers	Authorized Online Account Administrators
Regions Bank		Library General Fund	Library Operating Account	Library Director (Amanda Bordon)	N/A	N/A
				Library Board Member (Ruth Cole)		
				Library Admin. Assistant (Carolyn Childers)		
Regions Bank		Library State Aid Fund	Library Operating Account	Library Director (Amanda Bordon)	N/A	N/A
				Library Board Member (Ruth Cole)		
				Library Admin. Assistant (Carolyn Childers)		
Regions Bank		Library Arts Fund	Library Operating Account	Library Director (Amanda Bordon)	N/A	N/A
				Library Board Member (Ruth Cole)		
				Library Fine Arts Manager (Matina Johnson)		
				Library Admin. Assistant (Carolyn Childers)		
Regions Bank		Library Southern Voices	Library Operating Account	Library Director (Amanda Bordon)	N/A	N/A
				Library Board Member (Ruth Cole)		
				Library Technology Manager (Carrie Steinmehl)		
				Library Admin. Assistant (Carolyn Childers)		
Regions Bank		Library Friends Fund	Library Operating Account	Library Director (Amanda Bordon)	N/A	N/A
				Library Board Member (Ruth Cole)		
				Library Admin. Assistant (Carolyn Childers)		
Regions Bank		Police Department Indigent Fund	Special Benevolent Fund	Police Chief (Nick Derzis)	N/A	N/A
				Police Executive Officer (Jehad Al Dakka)		
				Police Admin. Services Supervisor (Tammy Gilbert)		
Regions Bank		Administration Flower Fund	Special Benevolent Fund	Accounts Payable Specialist (Rhonda Gehman)	N/A	N/A
				Executive Assistant to the Mayor (Ellen Williams)		
Regions Bank		Fire Department Family Fund	Special Benevolent Fund	Fire Chief (Clay Bentley)	N/A	N/A
				Assistant Fire Chief (Brandon Etheredge)		
PNC Bank		Hoover Police Family Fund	Special Benevolent Fund	Police Chief (Nick Derzis)	N/A	N/A
				Police Executive Officer (Jehad Al Dakka)		
				Police Administrator (Tammy Gilbert)		

RESOLUTION NUMBER 6264-20

AMENDING A RESOLUTION RE-APPOINTING MEMBERS TO THE PARKS AND RECREATION BOARD

WHEREAS, Section 11-60, Code of Alabama 1975, allows the formation of the Public Park and Recreation Board of the City of Hoover; and

WHEREAS, Section 11-60-7, Code of Alabama 1975, states that the term of office shall be held for a period of six (6) years; and

WHEREAS, Howard Peyton was serving on the Public Park and Recreation Board of the City of Hoover and resigned, effective immediately; and

WHEREAS, his term expires on the 30th day of September, 2021; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to appoint _____ to the Public Park and Recreation Board of the City of Hoover.

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

1. Pursuant to Sections 11-60-7, Code of Alabama 1975, the City Council of the City of Hoover, Alabama, does hereby appoint _____ to the Public Park and Recreation Board of the City of Hoover for the unexpired term ending on the 30th day of September, 2021; and
2. This Resolution Number 6264-20 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 1st day of June, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6257-20

**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. Civil Engineer – Full Time
2. Detention Officer – Full Time
3. Firefighter/Paramedic – Full Time

ADOPTED this the 1st day of June, 2020.

Gene Smith, President of the Council

APPROVED:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6260-20

**A RESOLUTION AMENDING THE BUDGET FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2020**

BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting duly assembled a quorum being present that the budget for fiscal year ending September 30, 2020 is hereby amended as shown on the attached Exhibit "A".

ADOPTED this the 1st day of June, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

RESOLUTION NUMBER 6258-20

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

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

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

3419 Loch Ridge Drive, Hoover, Alabama
2335 Deerwood Road, Hoover, Alabama
1858 Burning Tree Circle, Hoover, Alabama
905 Shady Brook Circle, Hoover, Alabama
2125 Tyler Lane, Hoover, Alabama
2229 Lynngate Drive, Hoover, Alabama
1139 Camelot Circle, Hoover, Alabama
2500 Riverchase Galleria, Hoover, Alabama
3301 Lorna Road, Hoover, Alabama
1776 Southpointe Drive, Hoover, Alabama
1718 Southpointe Drive, Hoover, Alabama
1200 Shades Crest Road, Hoover, Alabama

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

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

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

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

3419 Loch Ridge Drive, Hoover, Alabama
2335 Deerwood Road, Hoover, Alabama
1858 Burning Tree Circle, Hoover, Alabama

**905 Shady Brook Circle, Hoover, Alabama
2125 Tyler Lane, Hoover, Alabama
2229 Lynngate Drive, Hoover, Alabama
1139 Camelot Circle, Hoover, Alabama
2500 Riverchase Galleria, Hoover, Alabama
3301 Lorna Road, Hoover, Alabama
1776 Southpointe Drive, Hoover, Alabama
1718 Southpointe Drive, Hoover, Alabama
1200 Shades Crest Road, Hoover, Alabama**

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

ADOPTED this the 1st day of June, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

ORDINANCE NUMBER 20-2477

**AN ORDINANCE TO APPROVE A PRE-ZONING ACTION TO AMEND
ORDINANCE NUMBER 263 OF 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. Section 11-52-85 of the *Code of Alabama* (1975) authorizes the City of Hoover (“City”) to pre-zone territory proposed for annexation by the City prior to the effective date of the annexation. The Alabama Code further requires that any pre-zoned property be annexed into the City within one hundred (180) days of the initiation of annexation proceedings as provided by law. If the annexation of such pre-zoned property is not completed within such period of time, then the pre-zoning shall be null and void.

SECTION 2. The Zoning Map of the City of Hoover, Alabama, adopted as part of the Zoning Ordinance of the City of Hoover, Alabama, will be hereby amended as follows:

That the property described on Exhibit "A" attached hereto and made a part hereof, now located in Jefferson County, Alabama, be and from and after the enactment hereof and the annexation thereof into the City of Hoover, zoned **Hoover C-1 (Neighborhood Shopping District)**, and the uses and restrictions applicable to **Hoover C-1 (Neighborhood Shopping District)**, 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 3. All ordinances or parts of ordinances contrary to the provisions hereof are hereby repealed.

SECTION 4. 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 5. This ordinance shall become effective upon (i) its passage and approval by the Council and the Mayor of the City of Hoover, Alabama, (ii) the publication as required by law, and (iii) the annexation of the subject property into the City within one hundred eighty (180) days from the date of application for annexation.

ADOPTED this the 1st day of June, 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 20-2477 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Hoover on the 1st day of June, 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

Address: 1921 Shannon Road

Legal Description:

Commence at the SW Corner of NW 1/4 of SW 1/4 of Section 7, Township 19 South, Range 3 West and run east along the south line of said 1/4-1/4, 573.62 feet; thence left $45^{\circ}09'00''$ and run northeasterly 1637.90 feet; thence left $46^{\circ}18'30''$ and run northerly 226.47 feet to a point on the center line of a public road (Shannon Road) conveyed by Tennessee Coal, Iron and Railroad Company to Jefferson County, Alabama by deed dated October 17, 1928, said point being on a curve to the left, having a central angle of $6^{\circ}31'04''$ and a radius of 1910.08 feet; thence right $42^{\circ}03'14''$ (angle measured to a chord) and run along the arc of said curve and center line of roadway in a northeasterly direction 217.28 feet to a point of tangent; thence continue in the tangent and center line of roadway in a northeasterly direction 350.19 feet to the Point of Beginning of the herein described tract of land; thence continue along the last described course 203.03 feet to the NW corner of a tract of land conveyed by United States Steel Corporation to the Water Works Board of the City of Birmingham, Alabama by deed dated May 24, 1985; thence right $99^{\circ}55'00''$ and run southeasterly along the west property line of said Water Works tract, 313.04 feet; thence right $90^{\circ}00'00''$ and run southwesterly 200.00 feet; thence right $90^{\circ}00'00''$ and run northwesterly 278.07 feet to the point of beginning.

ORDINANCE NUMBER 20-2481

AN ORDINANCE TO ALTER, REARRANGE AND EXTEND THE CORPORATE LIMITS OF THE CITY OF HOOVER, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE LIMITS OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a petition signed by Vernon and Kim Starling requesting that certain territory described therein be annexed to the City of Hoover, and

WHEREAS, there is attached to the said petition a map of said territory showing its relationship to the corporate limits of the City; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in the said petition are true and that it is in the public interest that said property be annexed into the City of Hoover;

NOW, THEREFORE, be it ordained by the Council of the City of Hoover as follows:

SECTION 1: That said Council hereby assents to the annexation of said territory to the City of Hoover, Alabama, and the corporate limits of the City of Hoover are hereby extended and rearranged pursuant to the provisions of Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits, within the corporate area of said City, which said territory is not within the corporate limits or municipal boundaries of another municipality and does not lie at any point more than one-half the distance between the present corporate limits or municipal boundaries of another municipality and does not lie at any point more than one-half the distance between the present corporate limits and the corporate limits of any other municipality. Said property is described in **Exhibit “A”** attached hereto and made a part hereof.

SECTION 2: The City Clerk shall file a certified copy of this ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and publish a copy of this ordinance as required by state law.

ADOPTED this the 1st day of June, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

EXHIBIT A

Address: 1921 Shannon Road

Legal Description:

Commence at the SW Corner of NW 1/4 of SW 1/4 of Section 7, Township 19 South, Range 3 West and run east along the south line of said 1/4-1/4, 573.62 feet; thence left $45^{\circ}09'00''$ and run northeasterly 1637.90 feet; thence left $46^{\circ}18'30''$ and run northerly 226.47 feet to a point on the center line of a public road (Shannon Road) conveyed by Tennessee Coal, Iron and Railroad Company to Jefferson County, Alabama by deed dated October 17, 1928, said point being on a curve to the left, having a central angle of $6^{\circ}31'04''$ and a radius of 1910.08 feet; thence right $42^{\circ}03'14''$ (angle measured to a chord) and run along the arc of said curve and center line of roadway in a northeasterly direction 217.28 feet to a point of tangent; thence continue in the tangent and center line of roadway in a northeasterly direction 350.19 feet to the Point of Beginning of the herein described tract of land; thence continue along the last described course 203.03 feet to the NW corner of a tract of land conveyed by United States Steel Corporation to the Water Works Board of the City of Birmingham, Alabama by deed dated May 24, 1985; thence right $99^{\circ}55'00''$ and run southeasterly along the west property line of said Water Works tract, 313.04 feet; thence right $90^{\circ}00'00''$ and run southwesterly 200.00 feet; thence right $90^{\circ}00'00''$ and run northwesterly 278.07 feet to the point of beginning.

CITY OF HOOVER
ANNEXATION PETITION

STATE OF ALABAMA

COUNTY OF JEFFERSON

We, the undersigned owners of the property or properties, hereby request and petition the City of Hoover, Alabama, to take whatever action is necessary to cause our property, legally described below, to be annexed into the corporate limits of the City of Hoover.

The undersigned petitioners do further petition that the City Council of the City of Hoover, Alabama, set a date for the hearing of this petition.

PROPERTY DESCRIPTION

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK ____ **, PAGE** ____ **IN THE PROBATE OFFICE OF**
_____ **COUNTY, ALABAMA.**

LEGAL DESCRIPTION (METES AND BOUNDS) *(list below or attach):*

FIRE DISTRICT

Check one:

This property is _____ / is not _____ located in a Fire District.

If located in a Fire District, I am aware that the annexation buyout requirement must be met before the annexation of my property can be completed by the City of Hoover. If the property is located in a Fire District, list the name of the District: _____.

ZONING:

The property is currently zoned I-2. *(The County you live in can provide this information.)*

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)	DESCRIPTION OF PROPERTY
<u>Velva Starling</u>	LOT _____ BLOCK _____ SURVEY _____
<u>Kimberly Starling</u>	LOT _____ BLOCK _____ SURVEY _____

STATE OF ALABAMA
Jefferson COUNTY
Velva Starling

being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Velva Starling
Signature of Certifier

Subscribed and sworn before me this the 24th day of January, 2020.

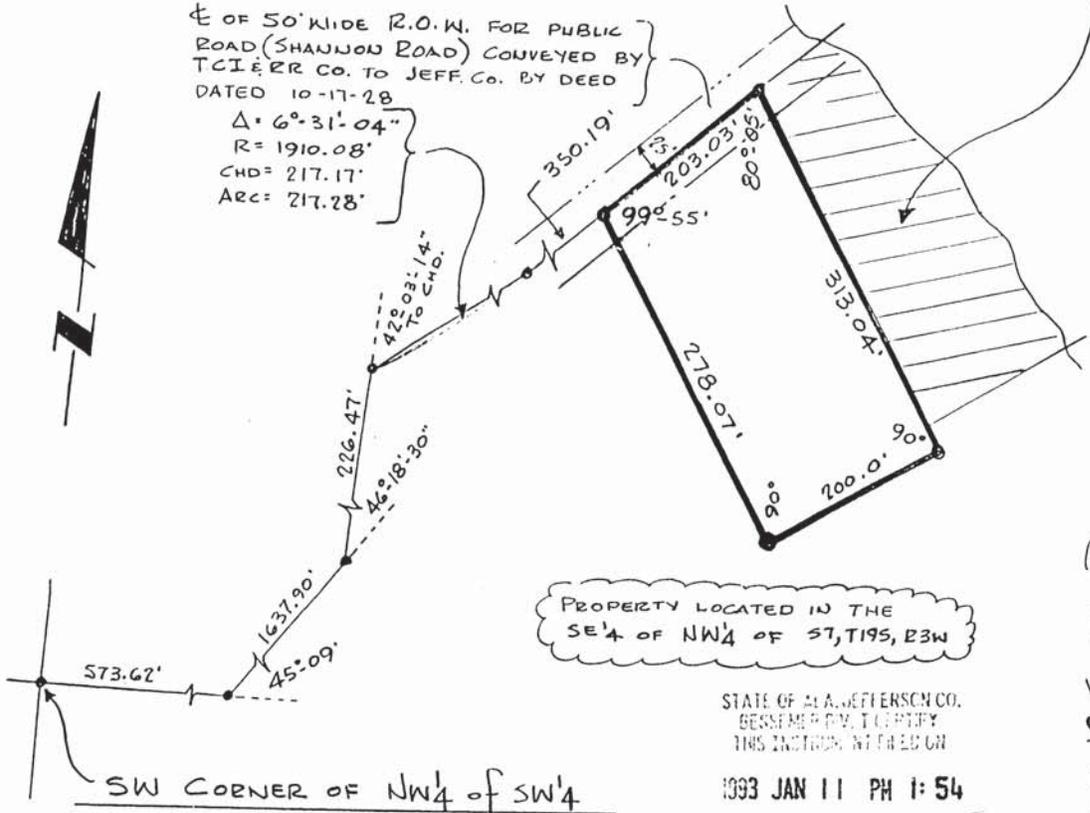
SEAL

Vanessa C. Bradstreet
Notary Public
My commission expires: 08-18-2021

TRACT OF LAND CONVEYED BY USSC TO THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, ALABAMA BY DEED DATED 5-24-85

☒ OF 50' WIDE R.O.W. FOR PUBLIC ROAD (SHANNON ROAD) CONVEYED BY TCIER CO. TO JEFF. CO. BY DEED DATED 10-17-28

$\Delta = 6^{\circ}31'04''$
 $R = 1910.08'$
 $CHD = 217.17'$
 $ARC = 217.28'$



SW CORNER OF NW 1/4 of SW 1/4
SECTION 7, T19S, R3W

PROPERTY LOCATED IN THE SE 1/4 OF NW 1/4 OF S7, T19S, R3W

STATE OF ALA. JEFFERSON CO.
BESSIE M. DIV. I COUNTY
THIS INSTRUMENT FILED ON

1993 JAN 11 PM 1:54

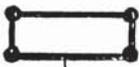
NOTARIAL PUBLIC STATEMENT
DEED TAX HAS BEEN PAID

JUDGE OF PROBATE

STATE OF ALABAMA, JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

George A. Reynolds
Judge of Probate



TRACT OF LAND CONVEYED BY USS CORPORATION

TO THE SHANNON VOLUNTEER FIRE DEPARTMENT BY

DOCUMENT ATTACHED HERETO

TOWNSHIP 19 SOUTH, RANGE 3 WEST
JEFFERSON CO., ALABAMA

EXHIBIT "A"

050289 USRD

REVISED 6-10-92

ORDINANCE NUMBER 20-2478

AN ORDINANCE TO APPROVE A PRE-ZONING ACTION TO AMEND ORDINANCE NUMBER 263 OF 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. Section 11-52-85 of the *Code of Alabama* (1975) authorizes the City of Hoover ("City") to pre-zone territory proposed for annexation by the City prior to the effective date of the annexation. The Alabama Code further requires that any pre-zoned property be annexed into the City within one hundred (180) days of the initiation of annexation proceedings as provided by law. If the annexation of such pre-zoned property is not completed within such period of time, then the pre-zoning shall be null and void.

SECTION 2. The Zoning Map of the City of Hoover, Alabama, adopted as part of the Zoning Ordinance of the City of Hoover, Alabama, will be hereby amended as follows:

That the property described on Exhibit "A" attached hereto and made a part hereof, now located in Jefferson County, Alabama, be and from and after the enactment hereof and the annexation thereof into the City of Hoover, zoned **Hoover PRD (Planned Residential Development)**, and the uses and restrictions applicable to **Hoover PRD (Planned Residential Development)**, 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 3. All ordinances or parts of ordinances contrary to the provisions hereof are hereby repealed.

SECTION 4. 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 5. This ordinance shall become effective upon (i) its passage and approval by the Council and the Mayor of the City of Hoover, Alabama, (ii) the publication as required by law, and (iii) the annexation of the subject property into the City within one hundred eighty (180) days from the date of application for annexation.

ADOPTED this the 1st day of June, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

CERTIFICATION:

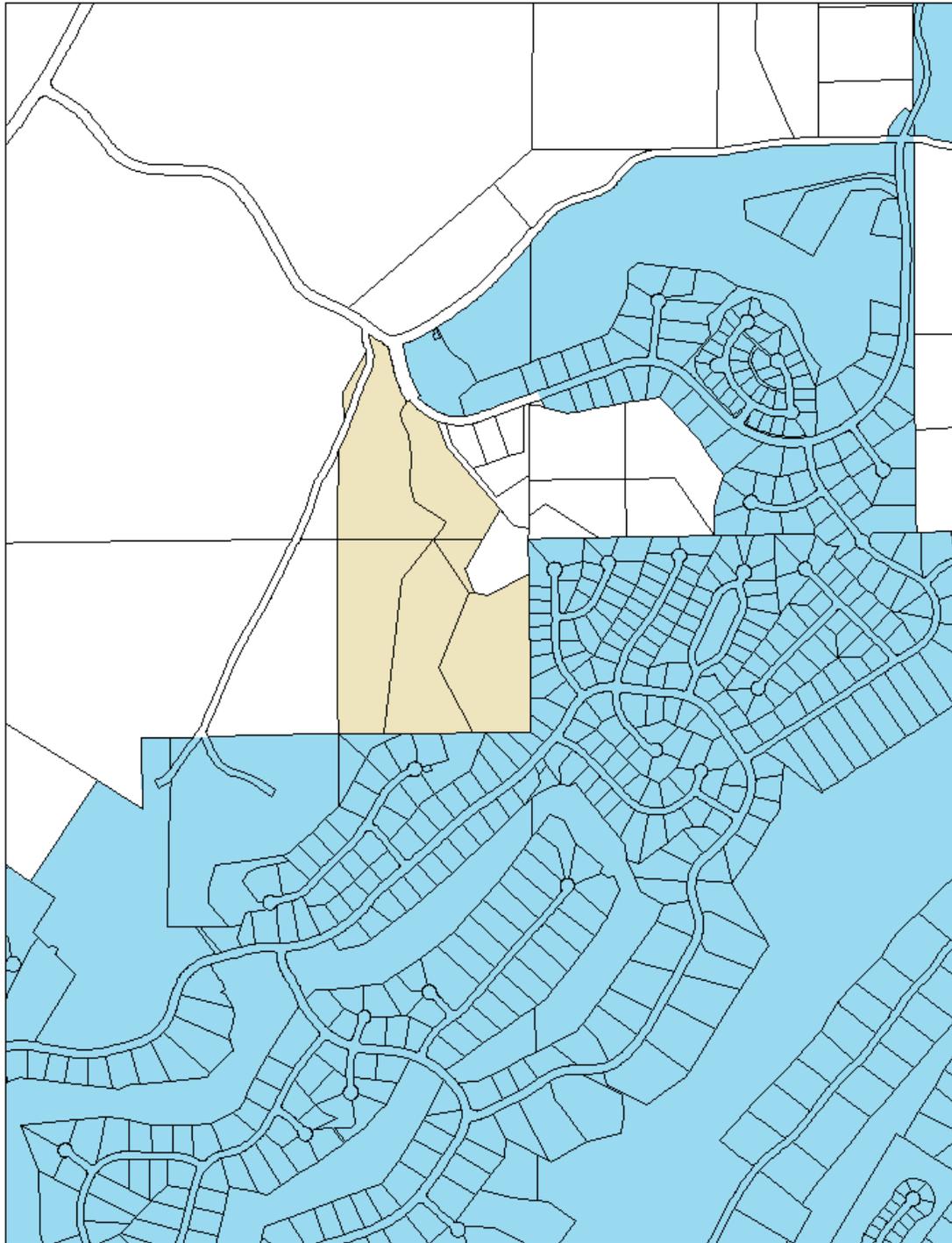
I, Wendy Dickerson, as City Clerk of the City of Hoover, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 20-2478 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Hoover on the 1st day of June, 2020, as same appears 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

**Subject Property
Located off of Saddlecreek Lane**



 Subject Property  HooverCityLimits

Legal Description:

A parcel of land situated in Section 21 & 28 Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows; Commence at a 3" capped pipe locally accepted as the Southwest comer of the Southeast Quarter of the Southeast Quarter of said Section 21 and the Northwest comer of the Northeast Quarter of the Northeast Quarter of said Section 28, thence run South $89^{\circ} 13' 33''$ East along the South line of said Section 21 for a distance of 684.87 feet to an iron pin set with SSI cap at the Point of Beginning; thence run North $14^{\circ} 56' 49''$ East for a distance of 78.92 feet to an iron pin set with SSI cap; thence run North $34^{\circ} 52' 27''$ East for a distance of 119.19 feet to an iron pin set with SST cap; thence run North $04^{\circ} 13' 57''$ West for a distance of 44.21 feet to an iron pin set with SST cap; thence run North $36^{\circ} 18' 45''$ West for a distance of 354.46 feet to an iron pin set with SSI cap; thence run North $05^{\circ} 56' 56''$ East for a distance of 65.50 feet to an iron pin found with LOW cap; thence run North $00^{\circ} 28' 04''$ West for a distance of 149.40 feet to an iron pin found with LOW cap; thence run North $27^{\circ} 07' 00''$ West for a distance of 95.93 feet to an iron pin found with LOW cap; thence run North $13^{\circ} 20' 31''$ West for a distance of 67.37 feet to an iron pin found with LOW cap; thence run North $31^{\circ} 13' 57''$ East for a distance of 69.36 feet to an iron pin set with SSI cap on the Southwest Right-of-Way line of Legacy Drive and also being on a curve to the left having a central angle of $8^{\circ} 52' 29''$, a radius of 428.30 feet and a chord gearing of South $42^{\circ} 29' 52''$ East; thence run in a Southeasterly direction along the arc of said curve and also along said Southwest Right-of-Way line for a distance of 66.34 feet to an iron pin found with a cap; thence run North $43^{\circ} 03' 53''$ East for a distance of 20.00 feet to an iron pin found with a cap on a curve to the left having a central angle of $22^{\circ} 23' 08''$, a radius of 408.30 feet and a chord gearing of South $58^{\circ} 07' 41''$ East; thence run in a Southeasterly direction along the arc of said curve and also along said Southwest Right-of-Way line for a distance of 159.52 feet to an iron pin found with a cap; thence run South $18^{\circ} 53' 55''$ East for a distance of 187.01 feet to an iron pin found with a cap; thence run South $38^{\circ} 34' 14''$ East for a distance of 365.38 feet to an iron pin found with a cap; thence run South $39^{\circ} 3' 24''$ East for a distance of 187.20 feet to a PK nail found; thence run South $32^{\circ} 53' 00''$ West for a distance of 426.15 feet to an iron pin found with a cap; thence run South $3^{\circ} 5' 15''$ West for a distance of 6.36 feet to an iron pin found with SSI cap; thence run South $13^{\circ} 06' 39''$ East for a distance of 184.26 feet to an iron pin found with SSI cap; thence run South $82^{\circ} 49' 19''$ East for a distance of 91.65 feet to an iron pin found with SSI cap; thence run North $64^{\circ} 09' 42''$ East for a distance of 306.33 feet to an iron pin found with SSI cap on the East line of the Northeast Quarter of the Northeast Quarter of said Section 28; thence run South $00^{\circ} 45' 53''$ West along said East line for a distance of 1118.98 feet to a 3" capped pipe locally accepted as the Southeast comer of the said Quarter-Quarter Section; thence run North $89^{\circ} 01' 18''$ West along the South line of said Quarter-Quarter Section for a distance of 1314.60 feet to a 3" capped pipe locally accepted as the Southwest comer of said Quarter-Quarter Section; thence run North $00^{\circ} 33' 11''$ East along the West line of said Quarter-Quarter Section for a distance of 359.97 feet to an iron pin set with SSI cap; thence run South $89^{\circ} 26' 49''$ East for a distance of 243.58 feet to an iron pin set with SST cap; thence run North $27^{\circ} 05' 24''$ East for a distance of 130.82 feet to an iron pin set with SST cap; thence run North $08^{\circ} 14' 34''$ West for a distance of 77.92 feet to an iron pin set with SSI cap; thence run North $07^{\circ} 40' 56''$ East for a distance of 221.33 feet to an iron pin set with SSI cap; thence run North $11^{\circ} 40' 42''$ East for a distance of 81.94 feet to an iron pin set with SSI cap; thence run North $26^{\circ} 28' 02''$ East for a distance of 101.37 feet to an iron pin set with SSI cap; thence run North $45^{\circ} 54' 42''$ East for a distance of 76.54 feet to an iron pin set with SSI cap; thence run North $68^{\circ} 57' 28''$ East for a distance of 83.60 feet to an iron pin found; thence run North $74^{\circ} 59' 10''$ East for a distance of 148.66 feet to an iron pin set with SSI cap; thence run North $12^{\circ} 38' 42''$ West for a distance of 38.43 feet to an iron pin set with SSI cap; thence run North $03^{\circ} 22' 29''$ East for a distance of 138.74 feet to an iron pin set with SSI cap; thence run North $25^{\circ} 01' 11''$ East for a distance of 81.44 feet to the Point of Beginning. Said Parcel containing 34.317 acres more or less.

ORDINANCE NUMBER 20-2482

AN ORDINANCE TO ALTER, REARRANGE AND EXTEND THE CORPORATE LIMITS OF THE CITY OF HOOVER, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE LIMITS OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a petition signed by Roy and Sharon Gilbert requesting that certain territory described therein be annexed to the City of Hoover, and

WHEREAS, there is attached to the said petition a map of said territory showing its relationship to the corporate limits of the City; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in the said petition are true and that it is in the public interest that said property be annexed into the City of Hoover;

NOW, THEREFORE, be it ordained by the Council of the City of Hoover as follows:

SECTION 1: That said Council hereby assents to the annexation of said territory to the City of Hoover, Alabama, and the corporate limits of the City of Hoover are hereby extended and rearranged pursuant to the provisions of Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits, within the corporate area of said City, which said territory is not within the corporate limits or municipal boundaries of another municipality and does not lie at any point more than one-half the distance between the present corporate limits or municipal boundaries of another municipality and does not lie at any point more than one-half the distance between the present corporate limits and the corporate limits of any other municipality. Said property is described in **Exhibit “A”** attached hereto and made a part hereof.

SECTION 2: The City Clerk shall file a certified copy of this ordinance containing an accurate description of said annexed territory with the Probate Judge of Shelby County, Alabama, and publish a copy of this ordinance as required by state law.

ADOPTED this the 1st day of June, 2020.

APPROVED BY:

Frank V. Brocato, Mayor

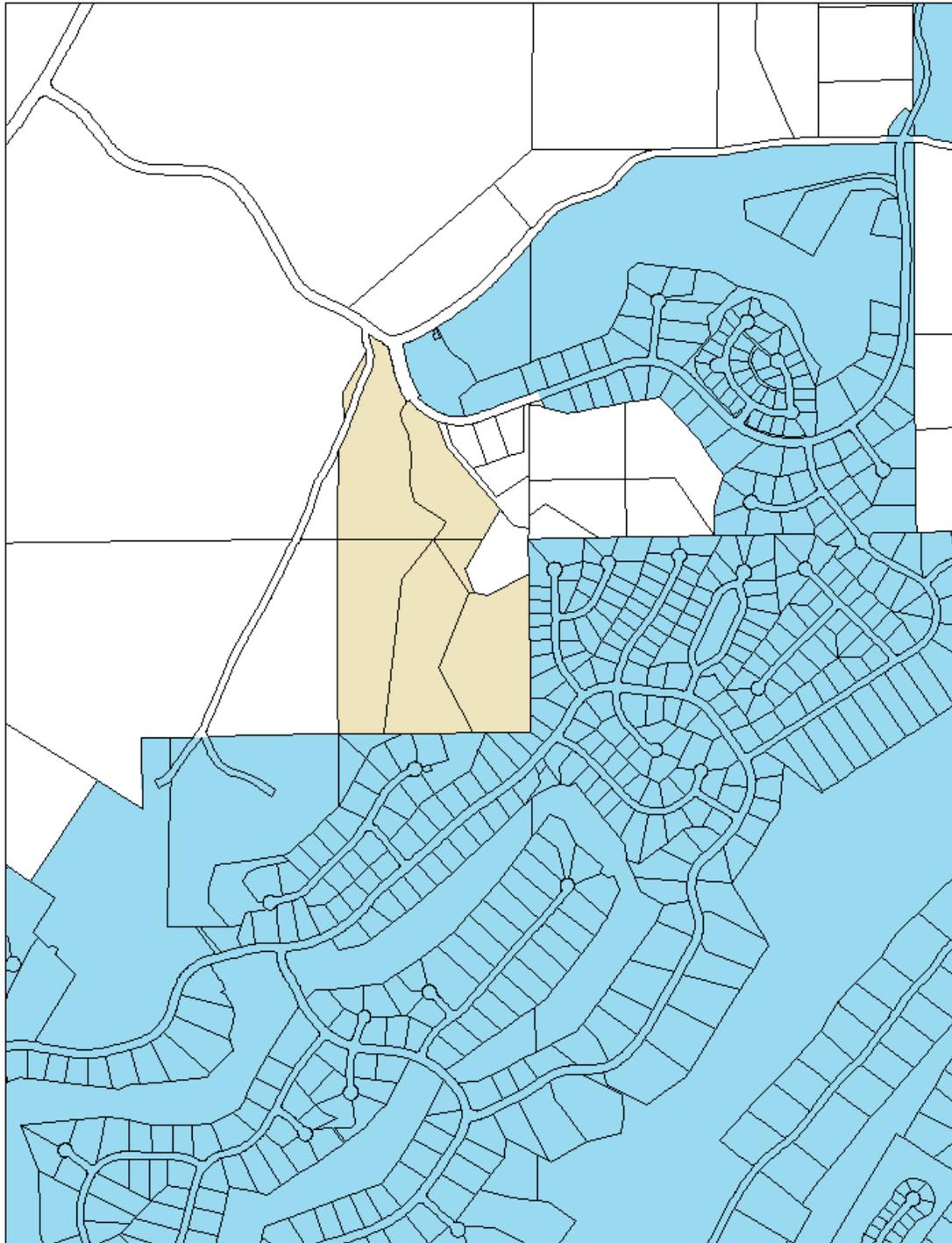
Gene Smith, Council President

ATTESTED BY:

Wendy Dickerson, City Clerk

EXHIBIT A

**Subject Property
Located off of Saddlecreek Lane**



Subject Property HooverCityLimits

A parcel of land situated in Section 21 & 28 Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows; Commence at a 3" capped pipe locally accepted as the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 21 and the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 28, thence run South 89° 13' 33" East along the South line of said Section 21 for a distance of 684.87 feet to an iron pin set with SSI cap at the Point of Beginning; thence run North 14° 56' 49" East for a distance of 78.92 feet to an iron pin set with SSI cap; thence run North 34° 52' 27" East for a distance of 119.19 feet to an iron pin set with SSI cap; thence run North 04° 13' 57" West for a distance of 44.21 feet to an iron pin set with SSI cap; thence run North 36° 18' 45" West for a distance of 354.46 feet to an iron pin set with SSI cap; thence run North 05° 56' 56" East for a distance of 65.50 feet to an iron pin found with LDW cap; thence run North 00° 28' 04" West for a distance of 149.40 feet to an iron pin found with LDW cap; thence run North 27° 07' 00" West for a distance of 95.93 feet to an iron pin found with LDW cap; thence run North 13° 20' 31" West for a distance of 67.37 feet to an iron pin found with LDW cap; thence run North 31° 13' 57" East for a distance of 69.36 feet to an iron pin set with SSI cap on the Southwest Right-of-Way line of Legacy Drive and also being on a curve to the left having a central angle of 8° 52' 29", a radius of 428.30 feet and a chord bearing of South 42° 29' 52" East; thence run in a Southeasterly direction along the arc of said curve and also along said Southwest Right-of-Way line for a distance of 66.34 feet to an iron pin found with a cap; thence run North 43° 03' 53" East for a distance of 20.00 feet to an iron pin found with a cap on a curve to the left having a central angle of 22° 23' 08", a radius of 408.30 feet and a chord bearing of South 58° 07' 41" East; thence run in a Southeasterly direction along the arc of said curve and also along said Southwest Right-of-Way line for a distance of 159.52 feet to an iron pin found with a cap; thence run South 18° 53' 55" East for a distance of 187.01 feet to an iron pin found with a cap; thence run South 38° 34' 14" East for a distance of 365.38 feet to an iron pin found with a cap; thence run South 39° 37' 24" East for a distance of 187.20 feet to a PK nail found; thence run South 32° 53' 00" West for a distance of 426.15 feet to an iron pin found with a cap; thence run South 35° 35' 15" West for a distance of 6.36 feet to an iron pin found with SSI cap; thence run South 13° 06' 39" East for a distance of 184.26 feet to an iron pin found with SSI cap; thence run South 82° 49' 19" East for a distance of 91.65 feet to an iron pin found with SSI cap; thence run North 64° 09' 42" East for a distance of 306.33 feet to an iron pin found with SSI cap on the East line of the Northeast Quarter of the Northeast Quarter of said Section 28; thence run South 00° 45' 53" West along said East line for a distance of 1118.98 feet to a 3" capped pipe locally accepted as the Southeast corner of the said Quarter-Quarter Section; thence run North 89° 01' 18" West along the South line of said Quarter-Quarter Section for a distance of 1314.60 feet to a 3" capped pipe locally accepted as the Southwest corner of said Quarter-Quarter Section; thence run North 00° 33' 11" East along the West line of said Quarter-Quarter Section for a distance of 359.97 feet to an iron pin set with SSI cap; thence run South 89° 26' 49" East for a distance of 243.58 feet to an iron pin set with SSI cap; thence run North 27° 05' 24" East for a distance of 130.82 feet to an iron pin set with SSI cap; thence run North 08° 14' 34" West for a distance of 77.92 feet to an iron pin set with SSI cap; thence run North 07° 40' 56" East for a distance of 221.33 feet to an iron pin set with SSI cap; thence run North 11° 40' 42" East for a distance of 81.94 feet to an iron pin set with SSI cap; thence run North 26° 28' 02" East for a distance of 101.37 feet to an iron pin set with SSI cap; thence run North 45° 54' 42" East for a distance of 76.54 feet to an iron pin set with SSI cap; thence run North 68° 57' 28" East for a distance of 83.60 feet to an iron pin found; thence run North 74° 59' 10" East for a distance of 148.66 feet to an iron pin set with SSI cap; thence run North 12° 38' 42" West for a distance of 38.43 feet to an iron pin set with SSI cap; thence run North 03° 22' 29" East for a distance of 138.74 feet to an iron pin set with SSI cap; thence run North 25° 01' 11" East for a distance of 81.44 feet to the Point of Beginning. Said Parcel containing 34.317 acres more or less.

RECEIVED

SEP 23 2019

JOHN P. HOOVER

CITY OF HOOVER
ANNEXATION PETITION

RECEIVED

DEC 23 2019

STATE OF ALABAMA

CITY OF HOOVER

COUNTY OF Shelby

We, the undersigned owners of the property or properties, hereby request and petition the City of Hoover, Alabama, to take whatever action is necessary to cause our property, legally described below, to be annexed into the corporate limits of the City of Hoover.

The undersigned petitioners do further petition that the City Council of the City of Hoover, Alabama, set a date for the hearing of this petition.

PROPERTY DESCRIPTION

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE PROBATE OFFICE OF _____ COUNTY, ALABAMA.

LEGAL DESCRIPTION (METES AND BOUNDS) (*list below or attach*):

See Attached

FIRE DISTRICT

Check one:

This property is / is not _____ located in a Fire District.

If located in a Fire District, I am aware that the annexation buyout requirement must be met before the annexation of my property can be completed by the City of Hoover. If the property is located in a Fire District, list the name of the District: North Shelby County.

ZONING:

The property is currently zoned AG/HZ. (*The County you live in can provide this information.*)

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)	DESCRIPTION OF PROPERTY
<u>Sharon Gilbert</u>	LOT _____ BLOCK _____ SURVEY _____
<u>Roy Gilbert</u>	LOT _____ BLOCK _____ SURVEY _____

STATE OF ALABAMA
Shelby COUNTY

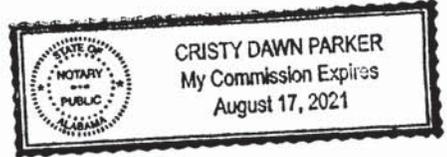
Roy Gilbert being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Roy Gilbert
Signature of Certifier

Subscribed and sworn before me this the 30th day of Oct, 2019.

SEAL

Cristy Dawn Parker
Notary Public
My commission expires: _____



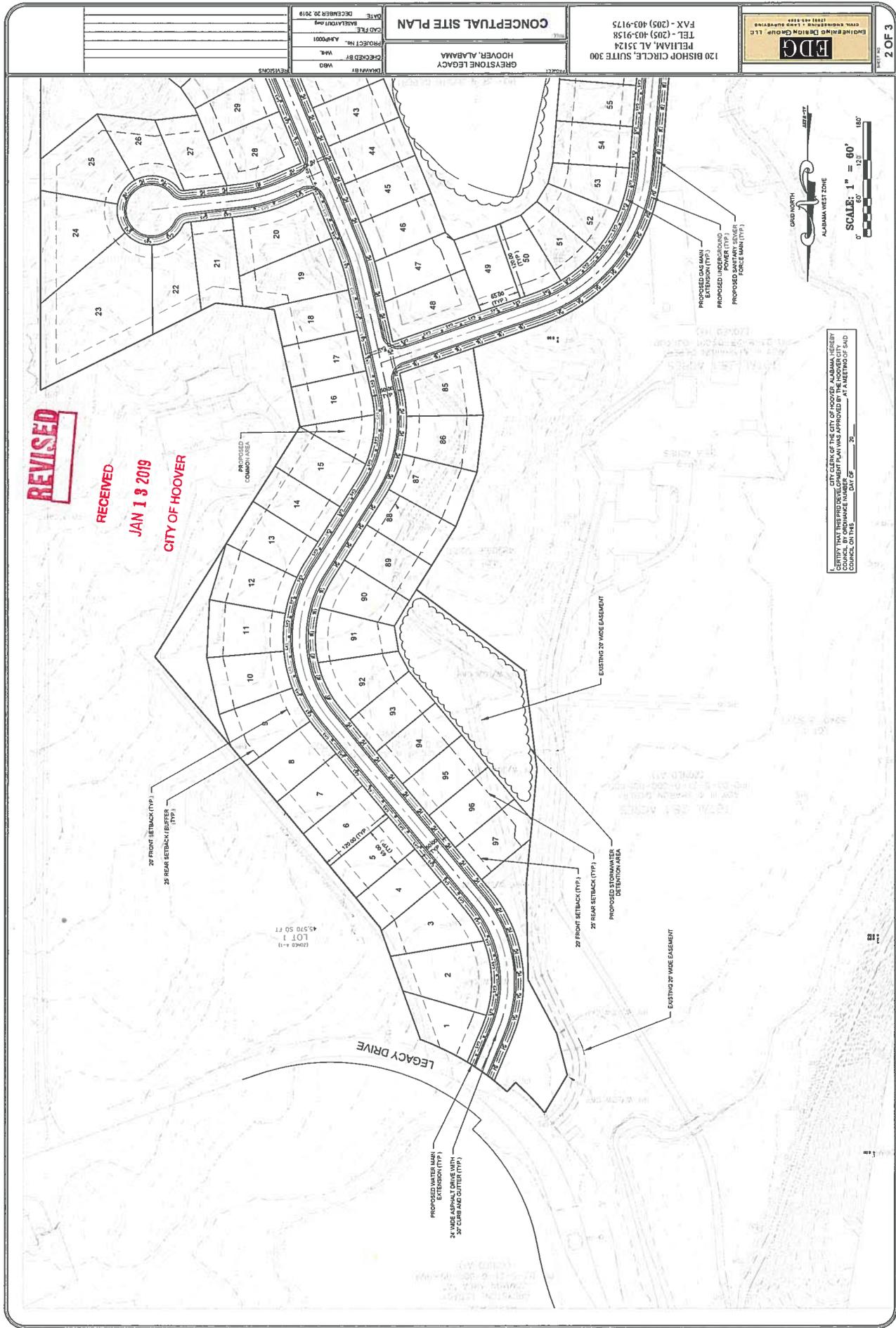
RECEIVED

23 2019

PROPERTY RECORDS

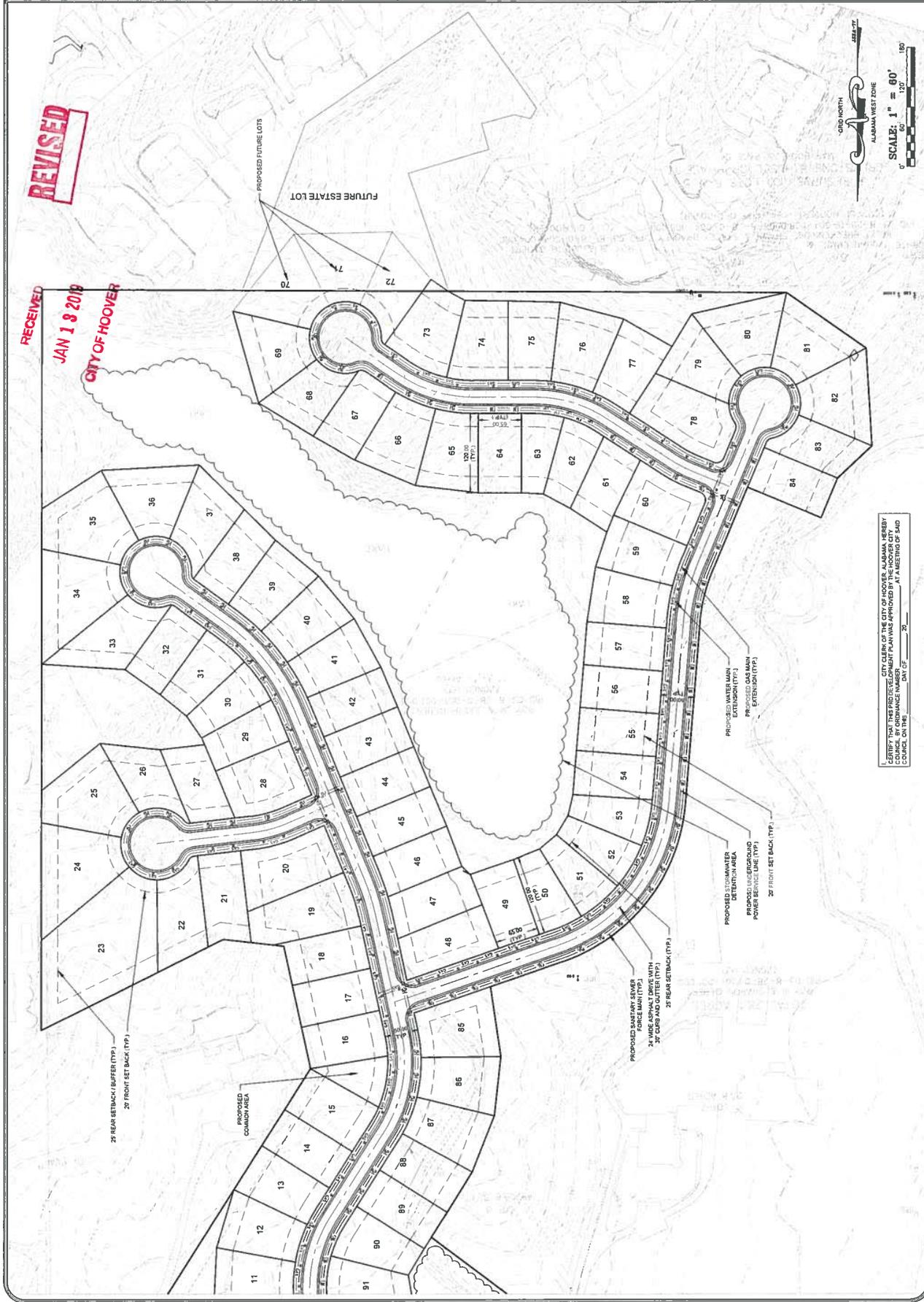
REVISED

RECEIVED
JAN 13 2019
CITY OF HOOVER



REVISED

RECEIVED
JAN 18 2019
CITY OF HOOVER



EDC
ENGINEERING DESIGN GROUP, LLC
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124
TEL - (205) 403-9158
FAX - (205) 403-9175

PROJECT: GREYSTONE LEGACY
HOOPER, ALABAMA
DRAWN BY: WBO
CHECKED BY: WLE
PROJECT NO.: A-18-0001
CADD FILE: BASELAYOUT.dwg
DATE: DECEMBER 28, 2018

AERIAL EXHIBIT



REVISED

JAN 18 2018

CITY OF HOOPER

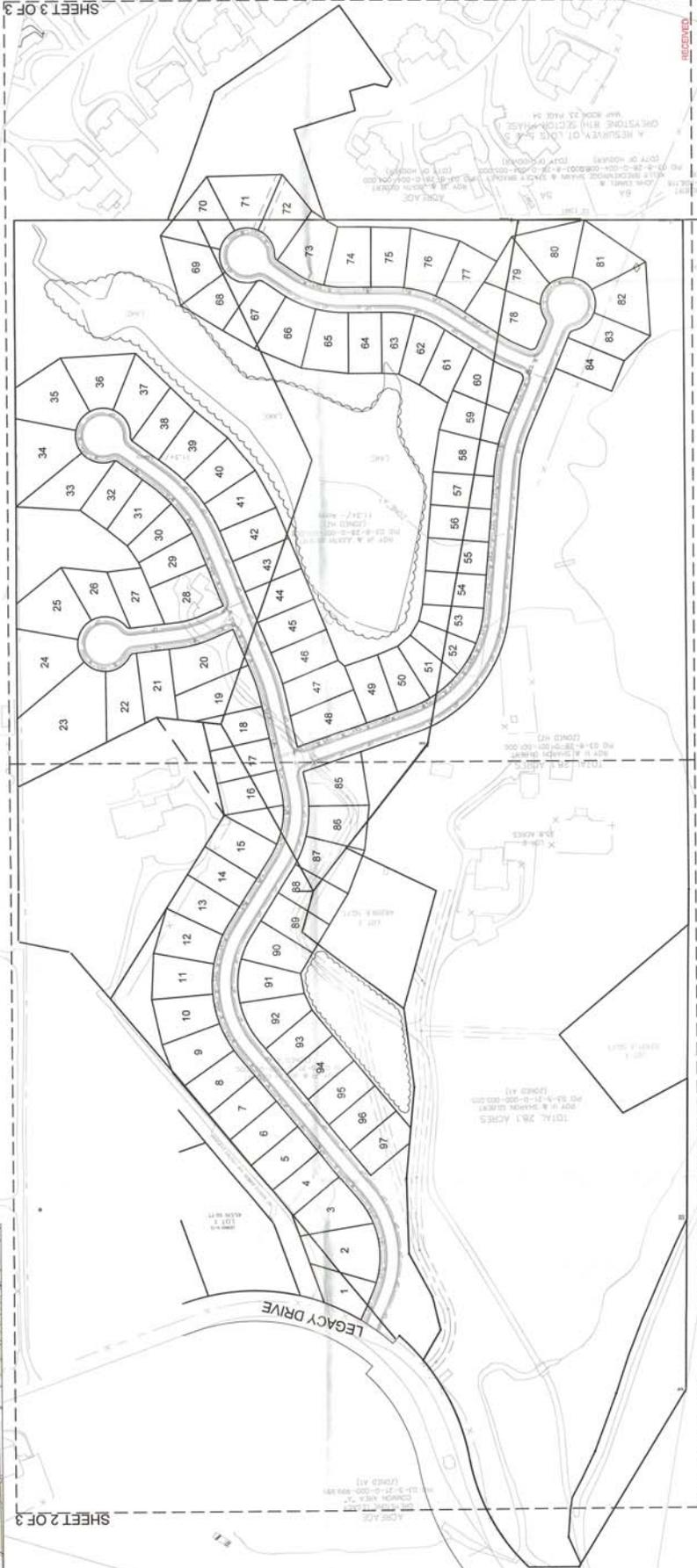
PROPERTY INFORMATION

PROJECT NAME	8415 SADDLE CREEK LANE
ADDRESS	A-1, 102
EXISTING ZONING CLASSIFICATION	2.000000 SF (0.00 AC)
PROPOSED ZONING CLASSIFICATION	300.000 SF (0.68 AC)
PERVIOUS SURFACE	285.000 SF (0.65 AC)
OPEN SPACE	87
PROPOSED SINGLE FAMILY RESIDENTIAL LOTS (R01107)	87
REQUIRED SETBACKS	
FRONT	20
REAR	20



SHEET 2 OF 3

SHEET 3 OF 3



RECEIVED
CITY OF HOOVER
ALABAMA WEST ZONE
JAN 27 2019

SCALE: 1" = 100'

0 100 200 300

CITY CLERK OF THE CITY OF HOOVER, ALABAMA, HEREBY CERTIFY THAT THIS PRELIMINARY SUBDIVISION PLAN WAS APPROVED BY THE BOARD OF CITY ENGINEERS AND ARCHITECTS AT A MEETING OF SAID COUNCIL ON THIS _____ DAY OF _____, 20____.

EDG
ENGINEERING DESIGN GROUP, LLC
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124
TEL - (205) 403-9158
FAX - (205) 403-9175

OVERALL SITE PLAN

GREYSTONE LEGACY
HOOVER, ALABAMA

DATE: DECEMBER 20, 2018
DRAWN BY: WBD
CHECKED BY: WHL
PROJECT NO.: A180001
CADD FILE: BAE18017.dwg



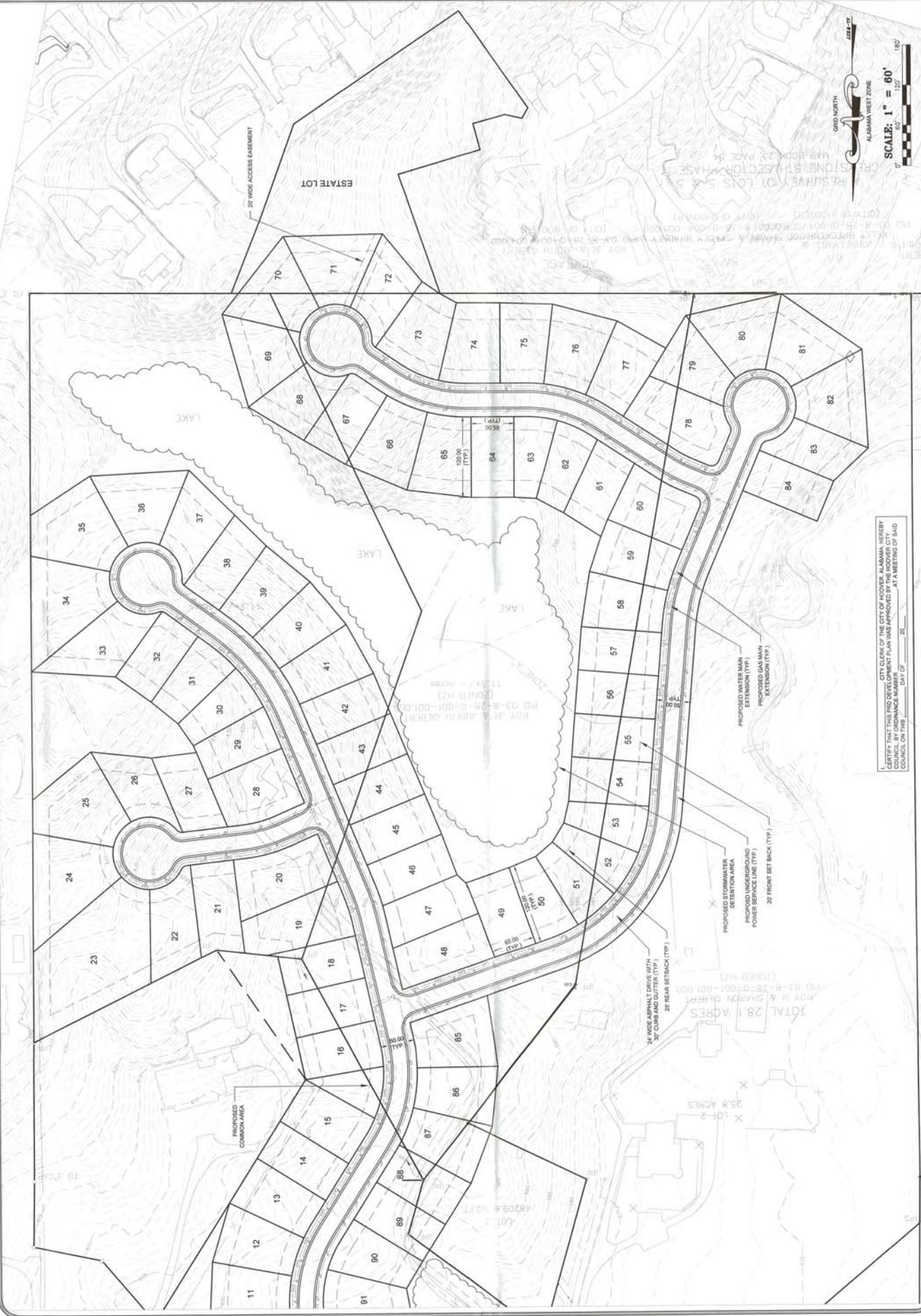
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124
TEL - (205) 403-9158
FAX - (205) 403-9175

CONCEPTUAL SITE PLAN

GREYSTONE LEGACY
HOOVER, ALABAMA

DATE: DECEMBER 20, 2018
CAD FILE: BASHLYN01.dwg
PROJECT NO.: ALPH0001
CHECKED BY: WMS
DRAWN BY: WMS

NO.	DESCRIPTION



CITY CLERK OF THE CITY OF HOOVER, ALABAMA, HEREBY CERTIFY THAT THIS PRO DEVELOPMENT PLAN WAS APPROVED BY THE HOOVER CITY COUNCIL ON THIS _____ DAY OF _____ AT THE OFFICE OF THE CITY CLERK.

ORDINANCE NO. 20 -2479

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 9th day of March, 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. ADDITION OF APPENDIX I, ARTICLE VII, SECTION 20.0. SPECIAL EVENTS.

Appendix I, Article VII, Section 20.0, Special Events is hereby added to the Zoning Ordinance as follows:

Sec. 20.0 Special Events.

Sec. 20.1 General

Sec. 20.1.A. Purpose. The purpose of this section is to provide provisions and guidance for events and live entertainment offered to patrons on a temporary basis separate from regulations for the same when treated as principal uses in this Ordinance.

Sec. 20.1.B. Applicability. This section applies to all special events of a temporary nature within the City whether held on public or private property. Provisions in this Zoning Ordinance related to permanent buildings and live entertainment shall not apply to activities in relation to a special event hosted by a non-profit organization or business entity lasting no more than three (3) continuous days and Farmers’ Markets. Except for Farmers’ Markets and events taking place on public property, special events covered by this section cannot occupy the same site more than 12 days per calendar year. Special events held in a public place, public area, or public property shall also conform to the

requirements of Chapter 13, Section 13-4 of the *Municipal Code of the City of Hoover, Alabama*.

Sec. 20.2 Outdoor Events

Sec. 20.2.A. Live Entertainment. Special events which take place outdoors and include live entertainment shall require Conditional Use approval if the event occurs within a residential district. In all instances other than a City sponsored event, live entertainment at outdoor events shall conclude at 10:00 PM. If amplified music is provided, such amplified music shall conclude at 9:00 PM and sound levels may not exceed allowable levels permitted in the Noise Ordinance.

Sec. 20.2.B. Event Approval Required.

For all special events taking place outdoors, whether on public or private property, organizers must obtain a permit pursuant to the requirements, as applicable, that are set forth in Chapter 13, Section 13-4 of the *Municipal Code of the City of Hoover, Alabama*.

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 1st day of June, 2020.

Gene Smith, President of the City Council

APPROVED:

Frank V. Brocato, Mayor

ATTESTED:

Wendy Dickerson, City Clerk

ORDINANCE NUMBER: 20-2483

An ordinance of the City of Hoover authorizing an Inter-Jurisdictional Automatic and Mutual Fire and EMS Aid Agreement with the City of Birmingham through its Fire and Rescue Service

WHEREAS, the City of Birmingham, Alabama enters into automatic aid and mutual aid fire and EMS agreements (“Aid Agreements”) with other Jefferson County municipalities through the authority set forth in Act 1969-916 of the Acts of Alabama and §11-102-1 *et seq.* of the *Code of Alabama* (“Law”); and

WHEREAS, pursuant to the Law, municipalities entering into Aid Agreements with the City of Birmingham must enter into such agreements by ordinance; and

WHEREAS, the City Council of the City of Hoover has determined that entering into an automatic and mutual fire and EMS aid agreement with the City of Birmingham, Alabama through its Fire and Rescue Service is desirable in times of emergency or disaster, will promote the public health, safety, and general welfare, and will serve a valid and sufficient public purpose.

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

Section 1. AUTHORIZATION OF EXECUTION OF INTER-JURISDICTIONAL AUTOMATIC AND MUTUAL FIRE AND EMS AID AGREEMENT. Mayor Frank V. Brocato is hereby authorized to execute an inter-jurisdictional automatic and mutual fire and EMS aid agreement with the City of Birmingham, Alabama through its Fire and Rescue Service for rendering aid in fire and for EMS protection. The form for this agreement shall be in substantially the same form as attached hereto as Exhibit 1.

Section 2. ORDINANCES REPEALED. All ordinances or parts of ordinances 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 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; MUNICIPAL CODE. This Ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation, or other provision of law. 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. This Ordinance will not be codified in the *Municipal Code of the City of Hoover, Alabama.*

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 ORDAINED, that the City Council of the City of Hoover does hereby ordain, resolve, and enact the foregoing Ordinance for the City of Hoover on this the 15th day of June, 2020.

Gene Smith, President of Council

APPROVED:

Frank Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

Exhibit 1

**INTER-JURISDICTIONAL AUTOMATIC AND MUTUAL FIRE AND EMS
AID AGREEMENT**

This agreement (hereinafter referred to as "Agreement") entered into the _____ day of _____, 2020, by and between the City of Birmingham, Alabama, a Municipal Corporation organized under the laws of the State of Alabama, through its Fire and Rescue Service (hereinafter referred to as "BFRS"), and the City of Hoover, a municipal corporation organized under the laws of the State of Alabama, through its Fire and Rescue Service, (hereinafter referred to as "HFD").

W I T N E S S E T H:

WHEREAS, the City of Birmingham presently maintains and operates the Birmingham Fire and Rescue Service Department with firefighting equipment and firefighting personnel and operates an emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, the City of Hoover presently maintains and operates the Hoover Fire Department (HFD) with firefighting equipment and firefighting personnel and utilizes the City of Hoover's emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, Chapter 11-102 of the *Code of Alabama*, 1975, provides that a municipality may enter into a written contract, not to exceed three years, with any one or more municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually, which contract may be renewed for an additional three years upon mutual consent, and must be approved by the municipal governing body by an ordinance of general permanent operation, and

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes Jefferson County and the municipalities, other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein, and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the parties in times of emergency or disaster.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other under the following stipulations, provisions and conditions:

1. **Purpose of Agreement.** To provide reciprocal fire and rescue assistance on a first response basis utilizing the nearest units to the incident of either party and to otherwise assist when fire or accidents are too great to be dealt with unassisted. Both parties agree to provide each other with the following types of aid.

(a) *Mutual aid* – described in Section 2 of this document and defined as responding to a call for assistance where the call for aid is a result of the requesting agency making a formal request for aid via its emergency communications center.

(b) *Automatic aid in a specific area* – described in Section 3 of this document and defined as responding automatically to any emergency call in a defined area. Automatic aid areas will be loaded into each agency's E911 database so as to generate an automatic response.

2. **Request for Assistance; Response to Mutual Aid Requests.** The intent of "mutual aid" is to increase the efficiency of life-saving services to the citizens of both the City of Birmingham and the City of Hoover in times of emergency or disaster. Subject to this Section 2, mutual aid shall be provided by one party to the other party within the city limits of the City of Hoover or the City of Birmingham, as applicable. In requesting mutual aid from BFRS, HFD shall request emergency fire and rescue assistance from BFRS only through the BFRS Communications Bureau. In requesting mutual aid from HFD, BFRS shall request emergency fire and rescue assistance from HFD only through HFD's E911 Communications Center.

The equipment and personnel of the assisting agency will be dispatched upon request, provided however, the amount of equipment and personnel dispatched by the assisting agency shall be at the discretion of the assisting agency consistent with the public safety within the assisting party's area of primary responsibility and the aims and purposes of the Agreement. The minimum response will be one (1) engine company or quint apparatus, provided however, should the responding agency be involved in an emergency operation at the time of receiving the request for assistance from the requesting agency, the response may be delayed until such time as the responding agency is able to make an additional commitment. In the event that the assisting agency becomes aware of an emergency within their primary area of responsibility, then the assisting agency may, upon coordination with the ranking Commanding Officer of the requesting agency, recall whatever equipment and personnel as may be needed to meet the needs of the assisting agency in its area of primary responsibility.

3. **Response to Automatic Aid Calls.** In addition to specific requests for mutual aid assistance, both BRFS and HFD will respond to incidents located in an area identified as the

"automatic aid response zone." The automatic aid response zone shall be an area limited to addresses or locations that follow in this Section 3.

When an incident is reported to either the BFRS or HFD and the incident is located in the automatic aid response zone, the agency receiving the report shall notify the other agency as soon as possible after dispatching its first responding units. Deployment of first responding units by both BFRS and HFD in the automatic aid response zone shall consist of one (1) engine company or quint apparatus.

RESPONSE ZONES

City of Birmingham Automatic Aid to the City of Hoover:

- All subdivisions along and off of Ross Bridge Parkway to the Haddon Subdivision in Ross Bridge

Additional individual street locations and address ranges in the City of Hoover to receive Automatic Aid from BFRS:

1501-1578	Aaron Dr
2250-2439	Abbeyglen Cir
2264-2305	Abbeyglen Ln
2400-2425	Abbeyglen Pl
3750-3811	Abbeyglen Way
4250-4391	Abbotts Way
1501-1578	Angel Dr
2000-3137	Ashby Ln
2280-2341	Bellevue Ct
2350-2380	Bellevue Ter
100-1300	Birchall Ln
4040-4059	Buell Ln
3401-3457	Burrow Dr
2250-2283	Butler Springs Ln
4000-4041	Butler Springs Pl
3900-3985	Butler Springs Way
3611-3659	Chalybe Cove
2102-2249	Chalybe Dr
3686-3698	Chalybe Ln
3667-3679	Chalybe Pl
2254-2433	Chalybe Trl
3700-3746	Chalybe Walk
1960-2097	Chalybe Way
1580-1599	Chardonnet Ln
1-1757	Clydette Ln
215-217	Cook St
1500-1549	Doss Dr
4000-4013	Dunemere Ln

1600-1632	Franklin Ln
2301-2391	Freestone Ridge Cove
4028-4041	Further Ln
200-217	Garber St
4200-4285	Glasscott Crossing
2490-2495	Glasscott Ct
1-1401	Glasscott Ln
2386-248 I	Glasscott Pl
1613-1621	Glenridge Cir
1259-1644	Glenridge Dr
1256-1299	Glenridge Ln
1200-1397	Golden Forest Dr
2100-4400	Grand Ave
1325-1370	Green Acre Trl
4100-4145	Greenside Ct
3900-3937	Greenside Ter
4000-4013	Greenside Trc
2057-2165	Greenside Way
2140-2156	Greenview Ln
2004-2031	Greenview Trl
3923-3969	Haddon Cir
1455-1479	Haddon Cv
1487-1599	Haddon Dr
3978-3999	Haddon Ln
1358-1449	Haddon Pl
1298-1349	Haddon Trl
3491-3499	Harris Dr
226-244	Hulsey St
3400-3408	James St
3700-3963	James Hill Cir
1560-1599	James Hill Cv
1570-1595	James Hill Dr
3691-4001	James Hill Pl
3601-3798	James Hill Ter
1500-1559	James Hill Way
4510-4563	Jessup Ln
0000-0000	Lambert Rd
1410-1431	Loveless Ln
3500-3599	Market St
1512-1546	Melton Rd
2400-2785	Montuak Rd
242-258	Morris St
4014-4027	Newtown Ln
0000-200	Nobinger Rd
2400-2485	Northampton Dr
4060-4089	Noyak Rd

4200-4379	Orchard Ave
200-221	Paden Ave
1400-1501	Petty-John Rd
1623-1662	Praytor Dr
3380-3390	Praytor Ln
1753-1757	Ranch Dr
2100-2265	Ross Ave
991-5271	Ross Bridge Pkwy
2091-2123	Ross Park Ave
3791-3883	Ross Park Dr
2050-2083	Ross Park Way
3400-3541	Sawyer Dr
1440-1461	Sawyer Pass
1470-1487	Sawyer Run
2491-2543	Sebonac Rd
10-787	Shades Crest Rd
2000-2204	Shannon Oxmoor Rd
1500-2017	Shannon Rd
3100-3500	Shannon Wenonah Rd
1500-1532	Shrove St
2153-2173	Silver Spur Ln
2200-2329	Southampton Dr
1232-1269	Smith Cir
1500-1532	Stagner Hill Rd
2331-2384	Sunrise Way
1361-1396	Swan Dr
1538-1584	Tedescki Dr
215-217	Tia Ln
1856-1931	Tiger Walk
1716-1810	Triple H Ranch Rd
4400-4499	Tuckahoe Ln
1490-1584	Valley Dr
1385-1390	Vicki Ln
3840-4004	Village Center Dr
3620-4015	Village Center Ln
2301-2398	Village Center St
3724-3776	Village Center Way
1355-1432	Winfield Dr
1373-1579	Womack Dr

Hoover Fire Department Automatic Aid to the City of Birmingham:

- Castlemaine Subdivision (off West Oxmoor Rd/Shades Crest Rd)
- Robert Trent Jones Golf Club on Sunbelt Parkway
- Mountain View Subdivision on Shannon Road
- Mountain Ridge Subdivision on Shannon Road
- Highland Manor Subdivision on Tiger Walk

Additional individual street locations and address ranges in the City of Birmingham to receive Automatic Aid from HFD:

	Oxmoor Landing Parkway
100-164	Jewel Circle
2001-2009	Crimson Place
1917	Tiger Walk
100-217	Melbourne Circle
100	Budapest Drive
1900	Block of Shannon Road
1800-2000	Calgary Drive
1800-1851	Winnepeg Circle
1800-1826	Quebec Drive
1900-2017	Nova Scotia Circle
1800-1813	Ontario Circle
1900-1909	Edmonton Circle
100-500	Sunbelt Parkway
400-500	Sunbelt Drive
800-1170	Castlemaine Drive
1000-1017	Castlemaine Way
1000-1060	Castlemaine Trail
800-972	Castlemaine Court
2400-2500	Block of Shannon Oxmoor Road

4. Officer-in-charge. The assisting party shall be subject to the orders and directions of the officer-in-charge of the operation having responsibility in the area where the emergency exists while the assisting party is within such area. If the assisting unit is outside its jurisdiction, the officer-in-charge of the first arriving assisting unit shall take command of the situation until relieved by the authority having jurisdiction.

5. Duties and Level of Service. No department, officer or employee of either party to this Agreement shall perform any function or service not within the scope of the duties of such department, officer, or employee in performing the same kind of services within their respective jurisdiction. Rendition of service (subject to number 4 above), standard of performance, discipline

of officers and employees, and other matters incident to performance of services and control of personnel shall remain with BFRS and HFD, respectively.

Except as otherwise provided by law, and as limited by this agreement between the parties, the BFRS and HFD shall have the full power and authority to act within the jurisdictions of the other to the extent necessary to carry out the purposes of this Agreement.

Disputes of disagreements as to the level of services and standards of performance required of either party shall be reported to both the BFRS Fire Chief and the HFD Fire Chief, respectively. The decision of the BFRS Fire Chief shall be final and conclusive as to the level of services or standards of performance by the BFRS. The decision of the HFD Fire Chief shall be final and conclusive as to the level of services or standards of performance by HFD.

6. Employee Status. Persons employed by the City of Birmingham or the City of Hoover, in the performance of services and functions pursuant to this Agreement, shall have no claim to pension, worker's compensation, unemployment compensations, civil service or any other employee rights or privileges granted by operation of law or otherwise by the other entity to its officers and employees.

7. Liabilities and responsibilities of Parties.

- (a) The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- (b) Except as otherwise provided by law and as limited by this Agreement between the parties, BFRS and HFD shall have the full power and authority to act within the jurisdictions of the other to the extent necessary to carry out the purposes of this Agreement.
- (c) The parties hereto and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party of its respective officers and employees.
- (d) All liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment and all parties shall provide sufficient insurance to cover all such liabilities. Both the City of Birmingham and the City of Hoover are self-insured. Both BFRS/City of Birmingham and HFD/City of Hoover waive subrogation rights against the other.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or

employees of either party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to this Agreement.

- (f) BFRS shall not be held liable for the actions or inactions of HFD during emergency responses, including, but not limited to, HFD not responding to incidents after being notified by BFRS. Nor shall HFD be held liable for the actions or inactions of BFRS during emergency responses, including, but not limited, to BFRS not responding to incidents after being notified by HFD.
- (g) Neither party to this agreement shall have any power to incur any debt which shall become the responsibility of the other contracting party. The cost of gasoline and other expendable supplies for continued operation shall be the responsibility of the party to which such equipment and supplies relate.
- (h) All compensation for personnel shall be borne by the party employing such personnel.

8. Procedures of Operation to Implement the Agreement.

(a) Minimum aid provided by each department to the other will consist of one (1) engine company or quint apparatus within the parameters of Section 2 hereof.

(b) An Incident Command System shall be implemented and used by each party to this agreement to provide for a clear transfer of command and command responsibility at the scene where emergency response aid is being rendered.

(c) Each Fire Department subject to this Agreement shall be trained to meet or exceed ISO guidelines.

(d) Each party to this Agreement shall make and implement all plans necessary to effectively and efficiently carry out the Agreement.

9. Term of Contract. The term of this Agreement shall begin on the _____ day of _____, 2020 and shall remain in effect for three (3) years unless terminated by mutual written agreement of both parties. Provided, however, either party may terminate said Agreement by giving at least thirty (30) days written notice to the other party listed below.

Chief Cory D. Moon
Birmingham Fire and Rescue Service

1808 7th Avenue North
Birmingham, AL 35203

Chief Clay Bentley
Hoover Fire Department
2020 Valleydale Road, Suite 201
Hoover, Alabama 35244

10. Immigration Law Compliance. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

11. Severability. If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

12. Effective Date. This Agreement shall not take effect until it has been approved by the governing body of each of the contracting entities. Approval by a city shall be by adoption of a resolution or ordinance of general and permanent operation.

Each party to this Agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

13. Transport of Patients. BFRS agrees to transport patients in the jurisdiction of HFD per Hoover Fire Department Advanced Life Support Transport Policy EMS 95-1 (revised 2/23/12), a copy of which is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed

by their duly authorized officer on this the ____ day of _____, 2020.

Signed, sealed and delivered in the presence of:

CITY OF BIRMINGHAM, ALABAMA

ATTEST :

Randall Woodfin, Mayor

Lee Frazier, City Clerk

Approved as to form:

CITY OF BIRMINGHAM, ALABAMA

Attorney, City of Birmingham

CITY OF HOOVER, ALABAMA

Frank V. Brocato, Mayor

Exhibit A

***Hoover Fire Department Advanced Life Support Transport Policy EMS 95-1
(revised 2/23/12)***

EXHIBIT A

 FIRE DEPARTMENT CITY OF HOOVER Standard Operating Guidelines	EMS TRANSPORT		
	Category:	EMS	Date: 6/01/2019
	SOG Number:	EMS 103	Revision Date:
			Total Pages: 3

SECTION 1: PURPOSE:

To give direction on when EMS transport to hospitals should be accomplished by Hoover Fire Department transport units.

SECTION 2: STRATEGY:

It will be the intent of the Hoover Fire Department to transport ALS patients and any patient that requires entry into the Trauma Communications Center (TCC). This includes Trauma System, STEMI, and Stroke System patients. The Hoover Fire Department will also transport patients that require the administration of Schedule II medications. The private ambulance provider will transport BLS patients primarily and ALS patients in certain circumstances. However, the fire department incident commander has the authority to determine the means of transport based on what is best for the well-being of the patient and the current situation at hand in the City of Hoover. Other situations to consider Hoover Fire Department transport would be citizen request, city employees and immediate family, BLS patient with extended private ambulance ETA, and hostile scenes.

SECTION 3: PROCEDURE:

- A. When the Hoover Public Safety Dispatch Center receives a request for medical assistance, Hoover Fire Department rescue units will be dispatched according to response protocol. Calls will be classified as Advanced Life Support (ALS) or Basic Life Support (BLS). The standard response for EMS calls will be an engine, quint, or truck company and a private ambulance. For ALS calls, a Hoover transport unit will be added to the dispatch.
- B. After arriving on the scene, HFD personnel will evaluate and treat the patient based on established medical protocol and in conjunction with the medical control physician (as needed). As soon as possible, the incident commander will confirm that the patient is ALS or BLS.
- C. The Trauma Communications Center (TCC) should be contacted from the scene to determine hospital divert status, to provide entry of system patients, and for direct transfer to medical control if needed.

EMS TRANSPORT– Continued

- D. When a private ambulance is used to transport a patient, it will be the incident commander's discretion as to whether a Hoover Fire Department paramedic accompanies the patient to the hospital.
- E. Transport of family member or friend accompanying the patient:
1. One person may accompany the patient to the hospital and that person shall ride in the passenger seat of the cab compartment. The passenger shall wear his/her seatbelt anytime the vehicle is moving.
 2. In the event patient care would be better served by having someone ride in the transport compartment, one individual, preferably a family member may ride in the transport compartment and shall be secured by seatbelt on the long bench or attendant's seat.
- F. Billing Procedure:
1. The Hoover Fire Department ESO report will be used to bill patients receiving transport by HFD. In order to collect on transports by HFD, the following information will be retrieved and recorded:
 - Patient's name, complete address (including apartment number/letter), and phone number
 - Patient's D.O.B. and social security number
 - Patient's insurance company and policy number
 2. Insurance information can be obtained in several ways:
 - Ask the admitting clerk in the E.D.
 - Ask the admitting clerk for the admitting sheet.
 - Ask the patient or a relative.
 - Ask patient or relative post-incident (This is the last resort effort.) After incident contact should be done by the EMS officer or by fire administration.
 - After returning to quarters, the HFD ESO transport report will be completed making sure the patient's correct name, date of birth, home address, insurance carrier, policy number, and social security number appear in the report.
 - Additionally, the mileage from the scene to the receiving hospital should be entered on the HFD transport report.
 3. Billing of city employees and family
 - City of Hoover employees will not be billed for transport by HFD under any circumstance.

EMS TRANSPORT– Continued

- Immediate family members of City of Hoover employees (spouse, parent or child) will have a bill submitted to their health insurance carrier but will not be responsible for any costs outside of what their insurance carrier pays.
- City of Hoover employees and immediate family should be transported by HFD when in the best interest of the patient and an email should be sent to the EMS office to advise us for billing purposes.

G. Complaints:

1. All complaints should be reported immediately to the shift commander.
2. The shift commander will make every effort to notify the complainant and inform him/her that the department will investigate the complaint and report back with our findings.
3. If the complaint is of such a nature that it can be handled routinely and expeditiously, the shift commander will do so and forward a report to the fire chief and the EMS office.
4. If the complaint is of such a nature that the shift commander feels it should be handled by the EMS officer, after completing #2 (above), the shift commander will notify the EMS officer, who will investigate and report back to the complainant, and to the fire chief.

H. Hospitals - Birmingham area hospitals Hoover Fire Department will transport to:

(Note: Transport to hospitals not listed below will be accomplished using a private ambulance provider.)

1. Brookwood Baptist Medical Center
2. Brookwood 119 (FED)
3. Princeton Baptist Medical Center
4. Shelby Baptist Medical Center
5. Children's Hospital
6. UAB Callahan Eye Foundation
7. St. Vincent's (Downtown)
8. St. Vincent's East
9. Grandview Medical Center
10. UAB
11. UAB Highlands
12. UAB Medical West
13. UAB Medical West Hoover (FED)
14. UAB Gardendale (FED)
15. VA Medical Center

RESOLUTION NUMBER 6255-20

A RESOLUTION GRANTING CONDITIONAL USE APPROVAL FOR AN AMENITY CENTER FOR ABINGDON BY THE RIVER FOR THE PROPERTY LOCATED OFF FLEMMING PARKWAY, HOOVER, ALABAMA

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

WHEREAS, the legal description and a map of the subject property located off Flemming Parkway is hereby attached as Exhibit A, and the property is currently zoned PUD PR-1 (Planned Residential - 1 District); and

WHEREAS, Richard Johnson, authorized representative, has submitted application for Conditional Use Approval to allow for an Amenity Center for Abingdon by the River; and

WHEREAS, said Conditional Use Approval application is hereby attached as Exhibit B.

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 the Amenity Center for Abingdon by the River with the following contingencies:
 - a. Landscape plans should be revised to show future park path to the north and east of the site.
 - b. Landscape plan indicates the drop-off area directly in front of the clubhouse is landscaped rather than concrete like the site plan shows.
 - c. Will there need to be any handrails for sidewalk located on top of the dam?
 - d. If lighting is planned for the parking lot, will need to coordinate with landscaping to ensure no conflicts.
 - e. These items can be addressed with the permit site plan set.
2. The Subject Property Map is hereby attached as Exhibit A.
3. The Conditional Use Approval application is hereby attached as Exhibit B.
4. This Resolution Number 6255-20 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 15th day of June, 2020.

Gene Smith, Council President

APPROVED BY:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

EXHIBIT A

Conditional Use - Amenity Center



Legend



500' Beyond Amenity Center



Amenity Center



Date: 4/22/2020

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, being more particularly described as follows:

COMMENCE at 3" capped pipe at the Northeast corner of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, and run in an Westerly direction along the North-line of said Section for a distance of 306.55 feet; thence leaving said North-line, run S 0°56'58" W for a distance of 1801.56 feet to the POINT OF BEGINNING; thence run S 43°15'38" E for a distance of 120.00 feet; thence run S 46°44'22" W for a distance of 79.20 feet; thence run S 2°22'45" W for a distance of 176.84 feet; thence run S 1°28'34" E for a distance of 96.62 feet; thence run S 22°57'35" E for a distance of 97.17 feet; thence run S 66°51'54" E for a distance of 132.13 feet; thence run N 46°44'22" E for a distance of 212.19 feet; thence run N 0°39'48" W for a distance of 532.85 feet; thence run S 89°20'12" W for a distance of 23.13 feet; thence run S 46°44'22" W for a distance of 242.50 feet; thence run N 43°15'38" W for a distance of 120.00 feet; thence run S 46°44'22" W for a distance of 62.50 feet to the POINT OF BEGINNING.

Said parcel containing 3.7 acres, more or less.

EXHIBIT B

Application

**CITY OF HOOVER
CONDITIONAL USE APPLICATION**

Case No. _____
(Page 1 of 4)

The applicant shall submit a complete application, including any supplemental information and a non refundable application fee of **\$100** to the Secretary of the Planning Commission, at least **21** days prior to the meeting at which the Commission is to hear the zoning amendment.

If the applicant is not the owner of the subject property, the owner shall stipulate in a letter to the Commission, that the applicant is so authorized.

OWNER/APPLICANT INFORMATION

Name of Property Owner: SB Dev. Corp.

Address: 3545 Market Street

Telephone Numbers Work: 205.290.2329 Home: 205.504.3730

Name of Applicant: Richard A. Johnson II

Address: 3545 Market Street

Telephone Numbers Work: 205.290.2329 Home: 205.504.3730

SUBJECT PROPERTY INFORMATION

Address: See Legal Description attached

Lot: _____ Block: _____ Subdivision Name: Abingdon by the River

Current Zoning: PR-1

Conditional Use Request: Amenity Center and related appurtenances

EACH CONDITIONAL USE APPLICATION SHALL BE ACCOMPANIED BY:

1. **A non-refundable application fee of \$100**
2. **A vicinity map showing the exact location of the site in relation to the surrounding area and zoning of the site and adjacent property.**
3. **A legal description of the property to be zoned**
4. **Fifteen copies of a site plan development plan, folded to a dimension of eight and one-half by eleven inches, drawn to scale, showing:**
 - a. **Existing and proposed topography**
 - b. **Property lines and scale**
 - c. **Storm drainage facilities and other utility easements**
 - d. **Existing and proposed structures and their uses**
 - e. **Exterior lighting, outside storage areas, general landscaping, fences and signs**
 - f. **Parking and loading areas and points of ingress and egress**
5. **Tree Conservation Plan**
6. **Any supplemental information which will assist the City in reviewing the conditional use request.**

20 March 2020
Date

Richard A. Johnson II
Signature of Owner/Applicant

APPLICATION WITHDRAWN

Date

Signature of Owner/Applicant

Case No. _____
(Page 3 of 4)

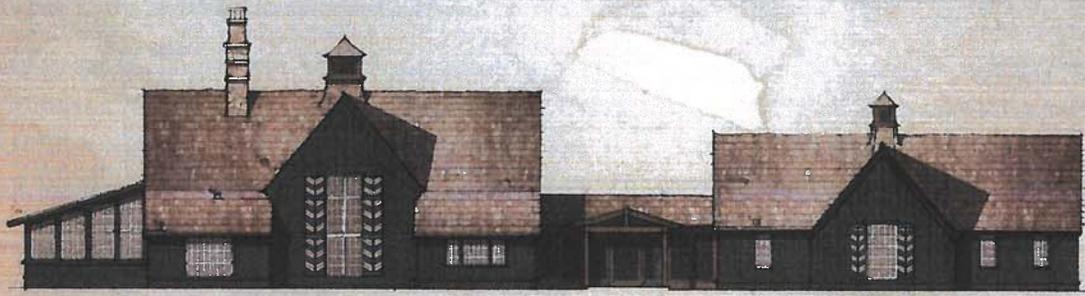
**OFFICIAL USE ONLY
PLANNING COMMISSION DISPOSITION**

Date Filed	Date of Notice	Date of Hearing
Fee Paid	Receipt No.	Date Paid
Decision of Planning Commission		
Approved: _____ Denied: _____		
List Conditions of Approval or Reasons for Denial:		

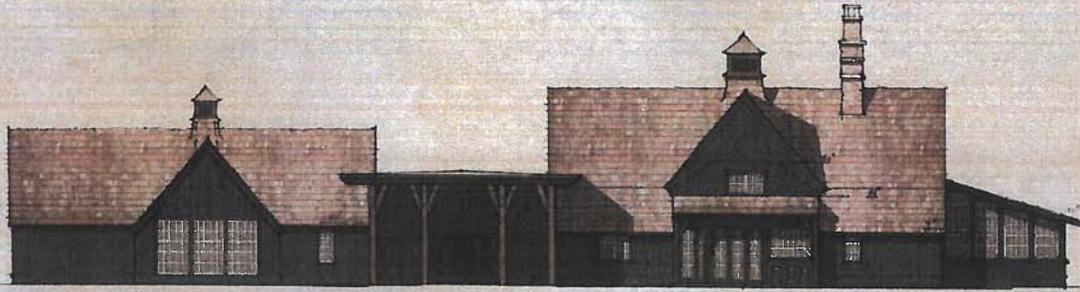
Case No. _____
(Page 4 of 4)

**OFFICIAL USE ONLY
CITY COUNCIL DISPOSITION**

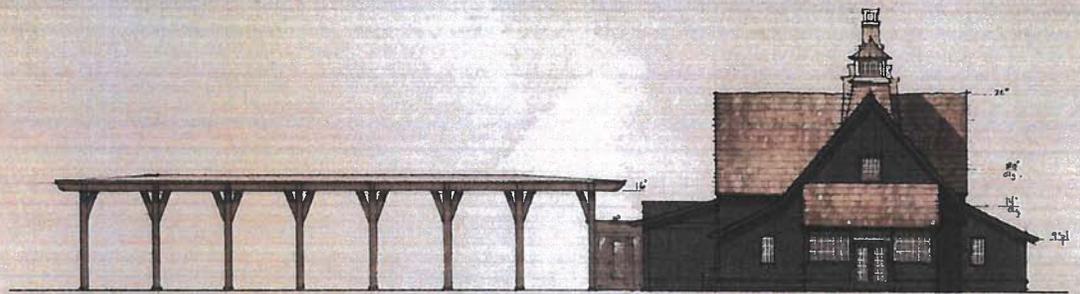
Publication Dates:
Date of Hearing:
Decision of City Council Approved: _____ Denied: _____
List of Conditions of Approval or Reasons for Denial:



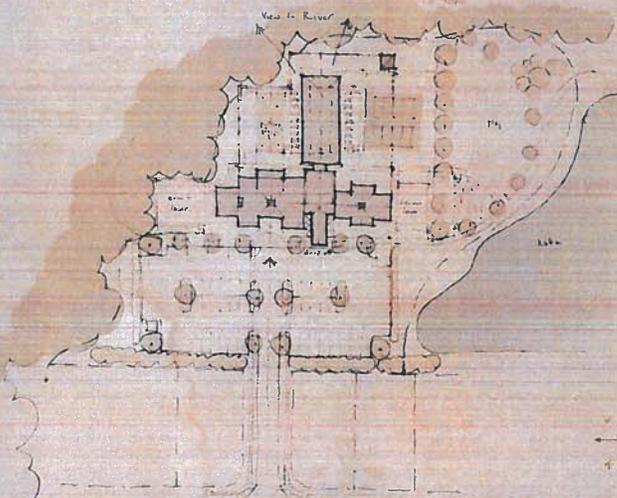
FRONT ELEVATION



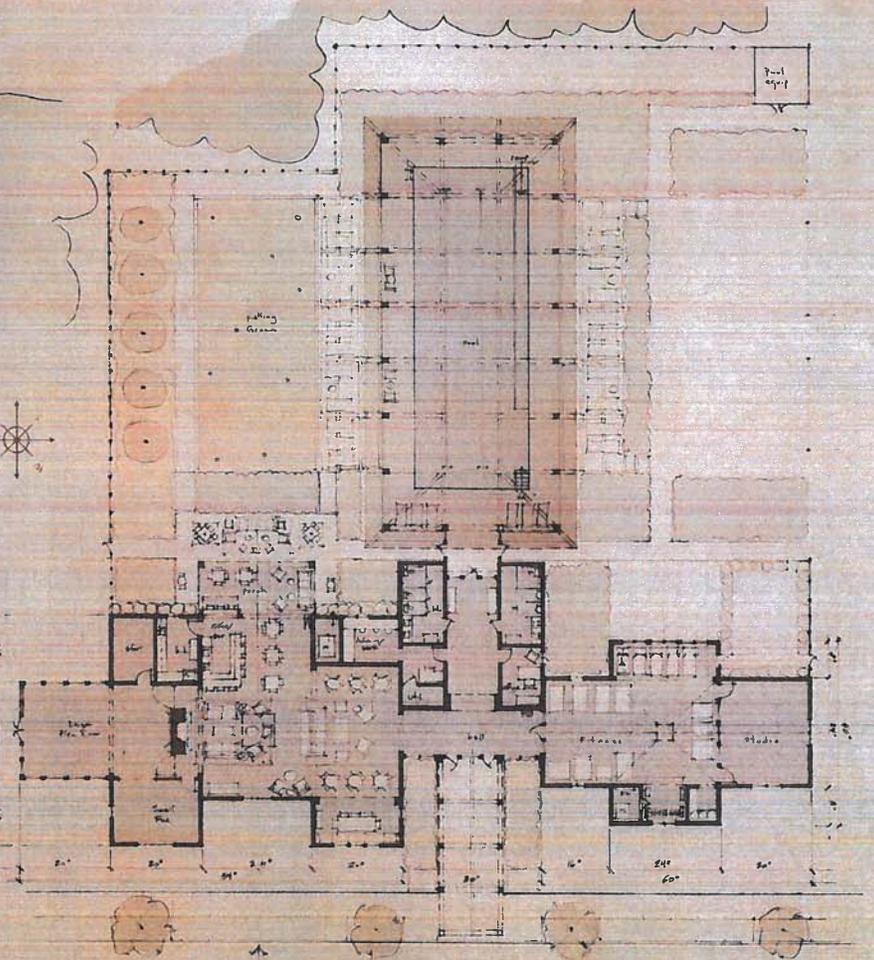
REAR ELEVATION



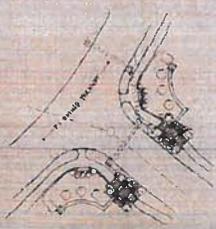
SIDE ELEVATION



SITE PLAN



FLOOR PLAN



THE CLUBHOUSE WILL BE CONSTRUCTED WITH A MIXTURE OF MATERIALS INCLUDING: LOCAL WOODS, BRICK, AND STONE. THE ROOFING WILL BE A COMBINATION OF WOOD SHAKES AND METAL ROOFING.

ENTRY ELEVATION



STREET SECTION



Site Plan 1:20
Materials:
Local Washed Brick or Stone
Wood Shake Roofing

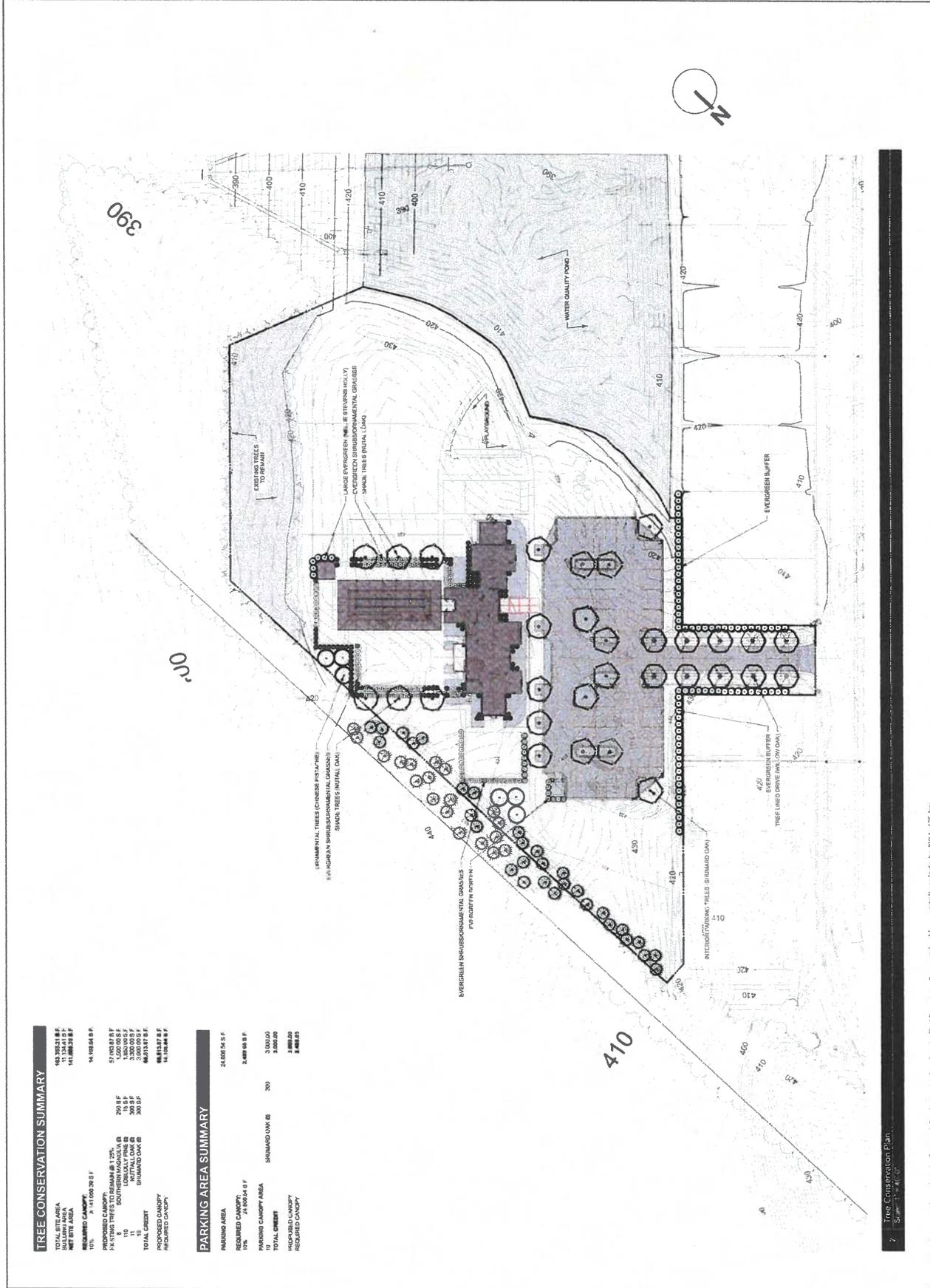


Signature Homes
Abingdon By The River
 Hoover, Alabama

DATE	March 22, 2020	Scale	
PROJECT NAME	Signature Homes	Drawn By	DP
REVISED		Checked By	DP
PROJECT NO.	2020-0011	Sheet No.	
SHEET TITLE			

Tree Conservation Plan
 SHEET NUMBER
 L-1.00

SCALE
 L-1.00
 SDR/EC

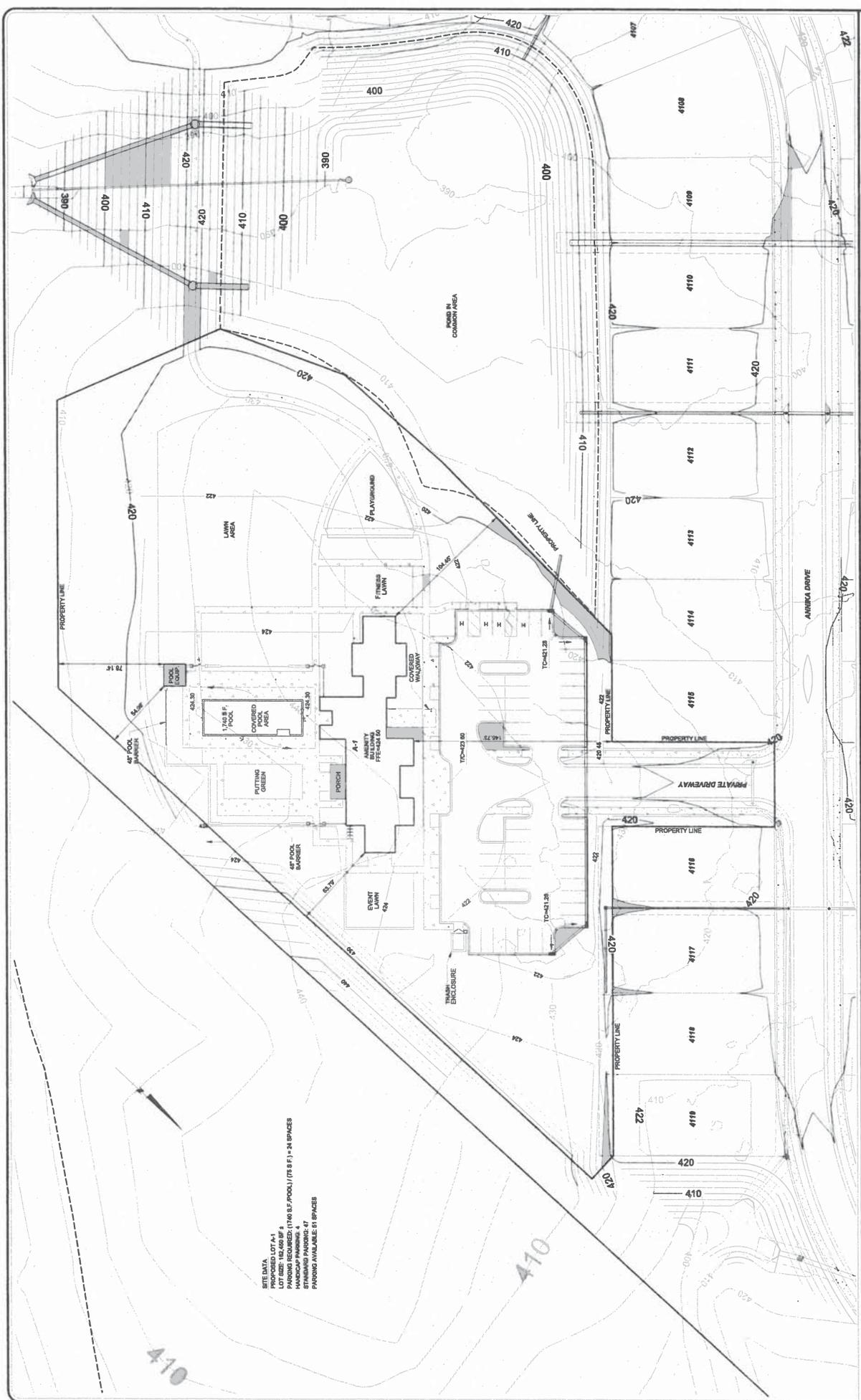


TREE CONSERVATION SUMMARY

TOTAL SITE AREA	143,782.51 S.F.
BUILDING AREA	11,134.41 S.F.
NET SITE AREA	141,888.28 S.F.
REQUIRED CANOPY	14,108.84 S.F.
PERCENTAGE CANOPY	9.94%
EXISTING TREES TO REMAIN @ 3.25%	57,023.87 S.F.
SOUTHERN PINE	290 S.F.
LONGLEAF PINE	1,500 S.F.
WATER OAK	3,300 S.F.
WHITE OAK	3,300 S.F.
WALNUT	300 S.F.
WILLOW	200 S.F.
TOTAL EXISTING	88,423.87 S.F.
PROPOSED CANOPY	14,108.84 S.F.
REQUIRED CANOPY	14,108.84 S.F.

PARKING AREA SUMMARY

PARKING AREA	24,026.54 S.F.
REQUIRED CANOPY	2,402.65 S.F.
PERCENTAGE CANOPY	10%
PARKING CANOPY AREA	3,000.00
SHRUBBED CANOPY	3,000.00
TOTAL EXISTING	3,000.00
PROPOSED CANOPY	3,000.00
REQUIRED CANOPY	3,000.00



SITE DATA
 PROPOSED LOT A-1
 LOT SIZE: 182,600 SF ±
 1140 S.E. POOL / 178 S.E. FITNESS LAWN / 100 S.E. PLAYGROUND
 HANDICAP PARKING: 4
 PARKING AVAILABLE: 47
 PARKING AVAILABLE: 61 SPACES

No.	Date	By	Checked

Alabama Engineering Company, Inc. 1214 Alford Avenue, Suite 200 Hoover, Alabama 35226 Phone (205) 803-2161 Fax (205) 803-2162		No. 21544 Professional Seal State of Alabama Mechanical No. 21544	Date: _____ Drawn by: _____ Checked by: _____ File Name: _____ Project No.: _____
Conditional Use Plan Anclivity Area Flemming Farms Phase 4 Hoover, Alabama			Sheet No. C1.0 Sequence No. 1 of 1