CITY OF HOOVER
CITY COUNCIL MEETING
AMENDED AGENDA
MONDAY, FEBRUARY 3, 2020
6:00 PM

1. Call To Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Approval Of Minutes – January 16, 2020 (Work Session), January 16, 2020 (Special Called Meeting), and January 21, 2020 (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 6183-20 – A Resolution Approving An Alcohol License, 5250 Peridot Place, Radiant Investments, LLC d/b/a Big Whiskeys, Nizar Batada, Amaan Porbandarwalla, Zunaid Porbandarwala, and Sajid Jalali, Executive(s).
9. Resolution Number 6184-20 – A Resolution Authorizing The Mayor To Execute A Non-Disclosure Agreement For Economic Development Purposes.
10. Resolution Number 6185-20 – A Resolution Authorizing The Mayor To Execute A Restatement Of Lease And Consent To Sublease With Shades Cliff Civic Club, Inc.
Regular Agenda

12. Resolution Number 6187-20 – A Resolution Authorizing The Mayor To Execute An Agreement With LogMeIn.

1st Reading (Items to be considered on February 17, 2020)

13. Ordinance Number 20-2472 – An Ordinance Authorizing The Lease Of Unneeded Municipal Real Property Of The City Of Hoover, Alabama

1st Reading and Setting Public Hearings For February 17, 2020 (No Action To Be Taken At This Meeting)

14. Resolution Number 6181-20 –A Resolution Granting Conditional Use Approval For The Patton Creek Art Festival For The Property Located At 4445 Creekside Avenue, Hoover, Alabama. No Action To Be Taken At This Meeting.

15. Resolution Number 6182-20 - A Resolution Granting Conditional Use Approval For A Modular Building To Be Used For Sunday School Classes For The Property Located At 560 Lake Crest Drive, Hoover, Alabama. No Action To Be Taken At This Meeting.

16. Ordinance Number 20-2471 - An Ordinance Amending Various Sections Of The Zoning Ordinance Of Hoover, Alabama. No Action To Be Taken At This Meeting.

Other Items

17. Comments/Questions

18. Adjourn
RESOLUTION NUMBER 6183-20

A RESOLUTION APPROVING AN ALCOHOL LICENSE FOR
RADIANT INVESTMENTS LLC D/B/A BIG WHISKEYS,
NIZAR BATADA, AMAAN PORBANDARWALLA, ZUNAID
PARBANDARWALA, AND SAJID JALALI, 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 Radiant Investments, LLC d/b/a Big Whiskeys, located at 5250 Peridot Place,
   Hoover, Alabama, for the sale of 020- Restaurant Retail Liquor; Niz Batada, Amaan
   Porbandarwalla, Zunaid Parbandarwala, and Sajid Jalali, executive(s).

APPROVED and ADOPTED, on this the 3rd day of February, 2020.

______________________________
Gene Smith
Council President

APPROVED BY:

______________________________
Frank V. Brocato
Mayor

ATTESTED BY:

______________________________
Wendy Dickerson
City Clerk
To: Wendy Dickerson, City Clerk
From: Nicholas C. Derzis, Chief of Police
Date: January 22, 2020
Re: ABC License Application/Transfer
Subject: BIG WHISKEYS
5250 Peridot Place
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.
Type License: 020 - RESTAURANT RETAIL LIQUOR
Type License:
Trade Name: BIG WHISKEYS
Applicant: RADIANT INVESTMENTS LLC
Location Address: 5250 PERIDOT PL  HOOVER, AL  35244
Mailing Address: 5250 PERIDOT PL  HOOVER, AL  35244
County: JEFFERSON  Tobacco sales: NO
Filing Fee: $50.00
Tobacco Vending Machines:
Type Ownership: LLC
Date Incorporated: 01/17/2019  State incorporated: AL
County Incorporated: JEFFERSON
Date of Authority: 01/17/2019  Alabama State Sales Tax ID:
Name:  Title:  Date and Place of Birth:  Residence Address:
NIZAR BATADA  MEMBER
AMAAN PORBANDARWALLA  MEMBER
ZUNAID PORBANDARWALA  MEMBER
Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO
Contact Person: ZUNAID PORBANDARWALA  Home Phone:
Business Phone:  Cell Phone:
Fax:
E-mail:
PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous License Number(s)
License 1:  License 2:
If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: RADIANT INVESTMENTS LLC
What is lessors primary business? RESTAURANT BUSINESS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee’s business by the lessor? YES

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4500
Building seating capacity: 250
License Structure: SINGLE STRUCTURE
Location is within: CITY LIMITS
License covers: ENTIRE STRUCTURE
Police protection: CITY
STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20191227103729468

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted?
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Agent’s Initials:

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: RESTAURANT OWNER IS THE PROPERTY OWNER
Is there any further interest in, or connection with, the licensee’s business by the lessor?: THE OWNER OF THE PROPERTY AND THE BUSINESS IS THE APPLICANT
RESOLUTION NUMBER 6184-20

AUTHORIZATION OF EXECUTION OF NON-DISCLOSURE AGREEMENTS FOR ECONOMIC DEVELOPMENT PURPOSES

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hoover, in regular meeting duly assembled, a quorum being present, that Frank V. Brocato or his designee is authorized to enter into a Non-Disclosure agreement on behalf of the City of Hoover, Alabama with any company, which discloses Proprietary Information (as defined in the agreement) to the City for economic development purposes in order to protect such information from disclosure under the terms set forth in the non-disclosure agreement. Any non-disclosure agreement entered into pursuant to the authority granted by this resolution shall be in substantially the form attached hereto as Exhibit A.

DONE this the 3rd day of February, 2020.

______________________________
Gene Smith
Council President

APPROVED BY:

______________________________
Frank V. Brocato
Mayor

ATTESTED BY:

______________________________
Wendy Dickerson
City Clerk
EXHIBIT A

AGREEMENT
NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “AGREEMENT”) is entered into as of the ___ day of __________, ______ (the “EFFECTIVE DATE”) by and between __________________, a __________ corporation having an office and place of business at ____________________________________________ (“COMPANY”) and the City of Hoover, Alabama, an Alabama municipal corporation (“RECIPIENT”), located at 100 Municipal Drive, Hoover, Alabama 35216.

WHEREAS, Company has been asked to provide certain information to the Recipient for the Purpose as hereafter defined in Section 2 below.

THEREFORE, in order to induce Company to disclose Proprietary Information, as defined hereunder, to Recipient, the parties hereto agree as follows:

1. “PROPRIETARY INFORMATION” shall, for the purpose of this Agreement, mean information, which may be disclosed by Company to Recipient in writing, orally or by observation, which is nonpublic and designated in writing at the time of disclosure to Recipient, by Company as either proprietary, a trade secret or confidential in nature. Specifically, Company may disclose to Recipient information regarding Company’s potential future economic development and expansion plans in the City of Hoover and/or the State of Alabama, including without limitation, job numbers, capital investment or other financial information, cost figures, and information relating to alternative site considerations.

2. Proprietary Information disclosed by Company to Recipient shall be used by Recipient solely for the purpose of evaluating and entering into a mutually beneficial relationship between Company and the City of Hoover, Alabama (“PURPOSE”). In order to fulfill the Purpose, the parties expect to disclose to one another certain Proprietary Information.

3. (a) Recipient, on behalf of itself and its employees and agents, agrees to the extent permitted by applicable law to retain Proprietary Information in strict confidence and exercise reasonable steps to safeguard the confidentiality of the Proprietary Information received from Company and shall neither disclose nor use Proprietary Information other than the Purpose for a period terminating the earlier of (i) two (2) years from the date on which the Company publicly commits to a site for development within the city of Hoover or (ii) five (5) years from the date of receipt of such Proprietary Information. 

(b) Company recognizes that Recipient may be under an obligation to make annual reports to governmental bodies within the State of Alabama. Nothing herein shall prevent Recipient from making such required reports.

(c) Company acknowledges that the Recipient is subject to certain other applicable laws, including without limitation, open records laws and nothing herein shall be construed to prevent the Recipient or its employees, elected officials and/or political appointees from complying with applicable law. If Recipient receives a subpoena or a court order, or a request from a third party for Proprietary Information under applicable open records laws, Recipient shall as soon as practicable, unless prohibited by law, notify Company of such request in order to permit Company to assert any legal rights available to Company in order to protect the requested information. In the event that such protective order or other remedy is not obtained, or that Company waives compliance with the provisions of this Agreement,
Recipient will furnish only that portion of the Proprietary Information which Recipient is legally required to furnish.

4. This Agreement shall not affect Recipient’s rights to use or disclose information (i) to elected officials, political appointees and/or employees, contractors and agents of the Recipient or its departments, (ii) elected officials, political appointees and/or employees of counties and/or economic development organizations who have a valid reason to evaluate the information and have been made aware of this Agreement and/or (iii) to any person, information which:

a) is or may hereafter be publicly available through no wrongful act of Recipient;
b) Recipient can show by written records that such information was known on a non-confidential basis by Recipient prior to the disclosure by Company;
c) Recipient can show by written records to have been lawfully disclosed on a non-confidential basis to Recipient by a third party subsequent to disclosure by Company; and/or
d) Company has agreed in writing may be disclosed by Recipient.

This Agreement shall not apply to specific information which (a) is in, or enters, the public domain otherwise than by reasons of a breach hereof; or (b) is legally transmitted or disclosed to Recipient by a third party which owes no obligation of confidentiality to Company.

5. Except for the PURPOSE provided in Paragraph 2 of this Agreement, no right or license, either express or implied, under any patent, copyright, trade secret, know-how or Proprietary Information is granted hereunder.

6. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement. However, such termination shall not affect Recipient’s obligations with respect to Proprietary Information disclosed prior to the effective date of termination.

7. Except as otherwise provided below Recipient shall, upon the request of Company, return without retaining copies, all documents, materials, and other tangible media, and all samples still in existence containing Proprietary Information, including any studies, compilations, or other materials prepared in whole or in part based on said Proprietary Information. To the extent it is not possible to return any portion of the Proprietary Information, Recipient shall certify in writing to Company the destruction of same and the identity of the person who has performed such destruction. However, notwithstanding the above, Company acknowledges that certain documents that come into Recipient’s possession may, by law, become public records. Therefore, Recipient may keep one copy of each such document or other media which shall be treated by Recipient as confidential within the scope of this Agreement.

8. All notices hereunder shall be in writing and sent by first class mail directed to the respective party, at its address written above. Notice shall be effective upon mailing, if correctly addressed with sufficient postage.

9. This Agreement may only be assigned or transferred with the prior written consent of the other party.

10. This Agreement shall be governed by and interpreted under the laws of the State of Alabama and may not be superseded, amended, or modified except by written Agreement between the parties.
11. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of Proprietary Information to which this Agreement relates.

______________________________________________________________________

IN WITNESS WHEREOF, this AGREEMENT has been executed by duly authorized representatives of the parties on the dates written below.

_______________________________________  CITY OF HOOVER, ALABAMA

By: ____________________________________  By: ________________________________
Typed Name: ____________________________  Typed Name:  Frank V. Brocato
Title: __________________________________  Title:  Mayor
Date: ___________________________________  Date: ________________________________
RESOLUTION NUMBER 6185-20

AUTHORIZING THE EXECUTION OF A RESTATEMENT OF LEASE AND CONSENT TO SUBLEASE WITH SHADES CLIFF CIVIC CLUB, INC.

WHEREAS, the City of Hoover, Alabama (“City”) and Shades Cliff Civic Club, Inc. (“Club”) entered into a Lease Agreement, dated the 14th day of December, 1987 (“Lease”), for the lease of the real property located in Jefferson County, Alabama, which is now more particularly described as follows:

Lot 1 of the resurvey of Lots 1, 2, 9 & 10, in Block 3 according to the map and survey of Choice Acres as recorded in Map Book 16, Page 24 in the Office of the Judge of Probate, Jefferson County, Alabama;

LESS AND EXCEPT the following property on which the Shades Cliff Pool is located described as:

A parcel of land lying in a portion of Lot 2 and Lot 9, Block 3, according to Choice Acres as recorded in Map Book 16, Page 24 in the Office of the Judge of Probate, Jefferson County, Alabama, situated in the Southeast quarter of the Southeast quarter of Section 4, Township 19 South, Range 3 West Jefferson County, Alabama and being more particularly described as follows: Begin at a found capped rebar marking the Southeast corner of said Lot 9 and the Northerly right of way line of Hawksbury Lane; thence run North 88 Degrees 34 minutes 04 seconds West along said right of way line and the South line of said Lot 9 for a distance of 205.41 feet to a point; thence leaving said right of way line and South Lot line run North 00 Degrees 32 minutes 44 seconds East for a distance of 237.43 feet to a point; thence run South 89 Degrees 35 minutes 27 seconds East for a distance of 198.98 feet to a point on the East line of said Lot 2; thence run South 00 Degrees 58 minutes 36 seconds East along said East line for a distance of 241.16 feet to the Point of Beginning. Said parcel contains 48,367 square feet or 1.11 acres more or less.

(“Land”), together with all improvements located on the Land (the Land and all improvements located thereon are hereinafter referred to collectively as the “Leased Premises”); and

WHEREAS, the Leased Premises has been used as a public park since the date of the Lease and the City and the Club desire to restate and reaffirm the terms of the Lease; and

WHEREAS, the Club desires to consent to the assignment of the Lease by the City to The Public Park and Recreation Board of the City of Hoover.

BE IT RESOLVED by the City Council of the City of Hoover at a regular meeting, duly assembled, a quorum being present, as follows:

SECTION 1. LEASE WITH THE CLUB AUTHORIZED. Mayor Frank V. Brocato is authorized to execute a Restatement of Lease Agreement and Consent to Sublease for the Leased Premises with the Club. Such agreement shall be in substantially the form attached hereto as Exhibit 1.
SECTION 2. PUBLIC PURPOSE SERVED. It is hereby established and declared that a public purpose is served through the execution of this agreement with the Club to provide for a public park on the Leased Premises. The entering into of these agreements by the City confers a direct public benefit in furtherance of the public health, safety and welfare through the establishment of public cultural facilities as allowed by Alabama law.

ADOPTED this 3rd day of February, 2020.

Gene Smith
Council President

APPROVED BY:

__________________________
Frank V. Brocato
Mayor

ATTESTED BY:

__________________________
Wendy Dickerson
City Clerk
EXHIBIT 1

Restatement of Lease Agreement and Consent to Sublease
RESTATEMENT OF LEASE AGREEMENT AND CONSENT TO SUBLEASE

THIS RESTATEMENT OF LEASE AGREEMENT AND CONSENT TO SUBLEASE (this “Restatement”) is made as of the ___ day of ____________, 2020 (“Effective Date”), between the Shades Cliff Civic Club, Inc. ("Lessor") and the City of Hoover, Alabama ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement, dated the 14th day of December, 1987 (the “Lease”), for the lease of the real property located in Jefferson County, Alabama, more particularly described as Lots 1, 2, 9 and 10 in Block 3 according to the map and survey of Choice Acres as recorded in Map Book 16, Page 24, in the office of the Judge of Probate of Jefferson County, Alabama (the “Land”), together with all improvements located on the Land (the Land and all improvements located thereon are hereinafter referred to collectively as the “Leased Premises” or “Property”); and

WHEREAS, Lessor desires to consent to the assignment of the Lease by Lessee to The Public Park and Recreation Board of the City of Hoover.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Lessor and Lessee agree as follows:

1. Restatement of the Lease. The Lessor and Lessee hereby restate the Lease as it was originally executed. If for any reason the original Lease is declared to be unenforceable, then this Restatement restates all terms and provisions of the Lease.

2. Modification of Land Description pursuant to the Lease. The Land to be leased under the Lease shall be modified to the following:

   Lot 1 of the resurvey of Lots 1, 2, 9 & 10, in Block 3 according to the map and survey of Choice Acres as recorded in Map Book 16, Page 24 in the Office of the Judge of Probate, Jefferson County, Alabama;

   LESS AND EXCEPT the following property on which the Shades Cliff Pool is located:

   A parcel of land lying in a portion of Lot 2 and Lot 9, Block 3, according to Choice Acres as recorded in Map Book 16, Page 24 in the Office of the Judge of Probate, Jefferson County, Alabama, situated in the Southeast quarter of the Southeast quarter of Section 4, Township 19 South, Range 3 West Jefferson County, Alabama and being more particularly described as follows: Begin at a found capped rebar marking the Southeast corner of said Lot 9 and the Northerly right of way line of Hawksbury Lane; thence run North 88 Degrees 34 minutes 04 seconds West along
said right of way line and the South line of said Lot 9 for a distance of 205.41 feet to a point; thence leaving said right of way line and South Lot line run North 00 Degrees 32 minutes 44 seconds East for a distance of 237.43 feet to a point; thence run South 89 Degrees 35 minutes 27 seconds East for a distance of 198.98 feet to a point on the East line of said Lot 2; thence run South 00 Degrees 58 minutes 36 seconds East along said East line for a distance of 241.16 feet to the Point of Beginning. Said parcel contains 48,367 square feet or 1.11 acres more or less. A survey of the property on which the Shades Cliff Pool is located is attached hereto as Exhibit A.

A survey of the Leased Premises is attached hereto as Exhibit B.

3. **Modification of Section 3 of the Lease.** Section 3 of the Lease shall be deleted in its entirety and replaced with the following:

The parties acknowledge that Shades Cliff Pool, Inc. (hereinafter referred to as “Pool”) is a non-profit corporation organized under the laws of the State of Alabama. The parties agree that the Pool shall have the right to use the parking area adjacent to the pool; however, this right shall not be exclusive. Lessee agrees that the field lines of the Pool that traverse the Leased Premises shall remain in their current location and shall be available for use by the Pool. Lessee further agrees that it will not remove or relocate these field lines without prior written consent from the Pool. The parties acknowledge that Lessee shall have no responsibility for the general and routine maintenance of such field lines. Lessor agrees it will cause these field lines to be maintained and kept in good working order by written agreement with the Pool. Lessor will notify Lessee of the location of such field lines so that Lessee is aware of the location during any construction that occurs on the Leased Premises and may take care around such field lines.

4. **Modification of Section 5 of the Lease.** Section 5 of the Lease shall be deleted in its entirety and replaced with the following:

The parties further agree that the Boy Scout Troop 21 shall use the BBQ pavilion now located on the leased premises on a priority basis; provided, however, that this right shall not be exclusive.

5. **Modification of term found in Lease.** All references in the Lease to the term “club house” shall now mean the pavilion to be constructed by the Lessee.

6. **Consent to Sublease.** Pursuant to Section 11 of the Lease, Lessor consents to the sublease of the Lease by the Lessee to The Public Park and Recreation Board of the City of Hoover.

7. **Recording of Lease and Restatement.** The Lease and Restatement shall be recorded with the Judge of Probate in Jefferson County, Alabama.
8. **Counterparts.** This Restatement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their respective names as of the dates set forth below.

**LESSOR:**

SHADES CLIFF CIVIC CLUB, INC.

By: ______________________________
   (Signature)

Printed Name: ____________________

Its: President

Date: ______________________________

STATE OF ALABAMA    )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that __________________, whose name as President of the Shades Cliff Civic Club, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

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

________________________________
Notary Public

(SEAL)

My Commission Expires:

________________________________
LESSEE:

THE CITY OF HOOVER, ALABAMA

By: ______________________________
(Signature)

Printed Name: Frank Brocato

Its: Mayor

Date: ______________________________

STATE OF ALABAMA  )
COUNTY OF JEFFERSON  )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Brocato, whose name as Mayor of The City of Hoover, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, in such capacity 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

(SEAL)

My Commission Expires:
Exhibit A

Survey of Shades Cliff Pool Property
Exhibit B

Survey of Leased Premises
RESOLUTION NUMBER 6186-20

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 3rd day of February, 2020.

__________________________________________
Gene Smith
Council President

APPROVED BY:

__________________________________________
Frank V. Brocato
Mayor

ATTESTED BY:

__________________________________________
Wendy Dickerson
City Clerk
## BUDGET AMENDMENT

**FY 2020**

**02-03-2020**

### Current change in fund balance

<table>
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<tr>
<th>DESCRIPTION</th>
<th>(SOURCE)</th>
<th>PROJECT CODE</th>
<th>GENERAL FUND</th>
<th>SPECIAL REVENUE FUND</th>
<th>CAPITAL PROJECTS FUND</th>
<th>PROPRIETARY FUND</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current change in fund balance</td>
<td></td>
<td></td>
<td>500,000</td>
<td>(13,766,007)</td>
<td>(24,524,934)</td>
<td>(4,243,571)</td>
<td>(42,034,512)</td>
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</tbody>
</table>

### PROPOSED CHANGES

1. **AFG federal grant award for hazmat equipment**
   - **USE**
   - **AFG20**
   - Project Code: AFG20
   - Funds: \(157,564\)

2. **City portion of funds for hazmat equipment**
   - **USE**
   - **AFG20**
   - Project Code: AFG20
   - Funds: \(15,756\)

3. **Standardize department issued weapons for police officers**
   - **USE**
   - **WEAPON**
   - Project Code: WEAPON
   - Funds: \(284,000\)

4. **Budget revenue to balance**
   - **(SOURCE)**
   - Project Code: (SOURCE)
   - Funds: \(-15,756\)

### Net amendment changes

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>(SOURCE)</th>
<th>PROJECT CODE</th>
<th>GENERAL FUND</th>
<th>SPECIAL REVENUE FUND</th>
<th>CAPITAL PROJECTS FUND</th>
<th>PROPRIETARY FUND</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net amendment changes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>284,000</td>
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</tbody>
</table>
RESOLUTION NUMBER 6187-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LOGMEIN USA, 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 an agreement with LogMeIn USA, Inc. for software subscription renewal in substantially the form attached hereto as Exhibit A.

ADOPTED on this the 3rd day of February, 2020.

_________________________________________________________
Gene Smith
Council President

APPROVED BY:

_________________________________________________________
Frank V. Brocato
Mayor

ATTESTED BY:

_________________________________________________________
Cynthia Harris
Assistant City Clerk
CONTACT INFORMATION.

Customer: City of Hoover
Address: 100 Municipal Ln, Hoover, Alabama United States, 35216-5500

Main Contact:
Email: 
Phone: 

LogMeIn Account Email: 

VAT/TVA/ABN Number: 

LOGMEIN REPRESENTATIVE:
Name: 
Email: 
Phone: 
Fax: 

QUOTE OR OID #: UID #: 

LMI Opp ID #: 
Quote Date: 01-21-2020 
Quote Expiration Date: 02-15-2020 

TERM & BILLING INFORMATION.

Term and Billing Frequency: Annual Annual 

Payment Method: Invoice 

AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO LOGMEIN, YOU CONFIRM THIS IS AN ORDER FOR THE LMI SERVICE(S) LISTED HEREIN AND AGREE TO THE TERMS OF SERVICE https://www.logmeininc.com/legal/terms-and-conditions WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER. 

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply: 

Purchase Order Process:
If the order is in excess of 25k USD, or equivalent, LogMeIn requires a PO with the executed Order in the name of the contracting entity noted above. Please complete:

Require a PO?
Requires a PO, see below:
Customer PO#: PO Expiration Date (if applicable): 

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: City of Hoover 
Signature: 
Name: 
Title: 
Date: 

If Billing Contact is different than above, please provide:
Billing Address: 

Billing/Invoicing Contact: 
Telephone: 
Email: 

Customer Authorized Signatory
SERVICES & FEE SUMMARY. You agree to use the Services in accordance with the applicable Use Levels. All fees are exclusive of VAT, GST and any other applicable taxes and/or fees.

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Purchase Type</th>
<th>Contract Term (Months)</th>
<th>Contract Type</th>
<th>Quantity</th>
<th>Expiration Date</th>
<th>Unit Price (Monthly)</th>
<th>Total Price</th>
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<td>Renewal</td>
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<td>Annual Annual</td>
<td>4</td>
<td>1/28/2021</td>
<td>USD 175.00</td>
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**TOTAL AMOUNT:** USD 8,400.00
ORDINANCE 20-2472

ORDINANCE AUTHORIZING THE LEASE OF UNNEEDED MUNICIPAL REAL PROPERTY OF THE CITY OF HOOVER, ALABAMA

BE IT ORDAINED by the City Council of the City of Hoover, Alabama, as follows:

SECTION 1. It is hereby established and declared that the following real property of the City of Hoover, Alabama is not currently needed for public or municipal purposes and will not be needed for municipal purposes for at least the next five (5) calendar years:

Office space, designated as Suite 207A, at the City of Hoover Public Safety Center, located at 2020 Valleydale Road, Hoover, Alabama 35244. The leased space shall include approximately 2480 square feet, including 2240 square feet of office space and 240 feet of storage room.

SECTION 2. Having received an offer from the National Association of School Resource Officers (“NASRO”) to lease that real property described in Section 1 above, the City Council hereby declares it to be in the best interest of the public and the City of Hoover, Alabama to lease such real property to the NASRO for five (5) years from the effective date of the lease. This use is a public purpose. It is further declared to be in the best interest of the public and the City of Hoover to lease the real property to the NASRO at a rate equal to fair market value for the term of the lease for a total of Twenty Five Thousand and Nine Hundred and Fifty Dollars ($25,950.00) per year. An agreement has been reached between City and NASRO that the payment of such lease amount will be satisfied through an exchange of services between the NASRO and the City in an amount equal to such fair market value. Specifically, NASRO will continue to provide up to $10,000 of ongoing training for Hoover Police Department personnel who are school resource officers at no cost to the City. NASRO and the City have agreed that such training shall include a school resource officer basic training course, advanced training course, management training course, and interview and interrogation training course. NASRO has also agreed to comp the registration cost to the City for any Hoover Police Department personnel who attend the national school resource officer conference hosted by NASRO. NASRO has further agreed to provide Hoover Police Department personnel with access to all individuals who lead any of the above training sessions for resource purposes.

In addition to the above, NASRO will also provide up to $10,000 of ongoing training for Hoover City School personnel. This would include such training as a school resource officer basic training course, advanced training course, management training course, and interview and interrogation training course. NASRO has also agreed to comp the registration cost to the Hoover City School system for any personnel who attend any national school resource officer conference hosted by NASRO during the term of this Agreement. NASRO further agrees to provide Hoover City Schools with 20 complementary registrations for each annual National School Leadership Summit held during the term of this Agreement.
SECTION 3. It is also hereby established and declared that a public purpose is served by the NASRO leasing the municipal property described in Section 1 and that the leasing of this municipal property confers a direct public benefit in furtherance of the public health, safety and welfare. NASRO is a not-for-profit corporation which offers training programs and services to its members, which include school based law enforcement officers, school administrators, and school security/safety professionals, to further organization goals of providing a safe learning environment for the students and of protecting students, school faculty and staff and the schools they attend.

SECTION 4. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama (1975), the Mayor of the City of Hoover is hereby authorized and directed to execute a lease agreement with the NASRO in the name of the City of Hoover, Alabama to lease the municipal property described in Section 1 herein. Such lease shall be in substantially the form attached hereto as Exhibit A.

SECTION 5. This ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED this 17th day of February, 2020.

APPROVED:

Gene Smith, President of Council

Frank V. Brocato, Mayor

ATTEST:

Wendy Dickerson, City Clerk
Exhibit A
RENAL AGREEMENT
This is a legally binding contract. It contains a Release. If not understood, seek competent advice.

STATE OF ALABAMA )

SHELBY COUNTY )

This Rental Agreement (“Agreement”) is made this 31st day of December, 2019 (“Effective Date”) by and between The City of Hoover, Alabama, hereinafter called “Landlord” and National Association of School Resource Officers, Inc., a Florida not for profit corporation, hereinafter called “Tenant,” and such Agreement is to become effective as set forth herein.

WITNESSETH: That the Landlord does hereby demise and let unto the Tenant the following described premises in Shelby County, Alabama, to-wit:

Office space, designed as Suite 207A, at the City of Hoover Public Safety Center, located at 2020 Valleydale Road, Hoover, Alabama 35244. For all purposes under this Lease, the Premises shall be deemed to include approximately 2480 square feet, including 2240 square feet of office space and 240 square feet of storage room.

Use: Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Tenant as office space for conducting business and holding training programs, and for no other or different use or purpose.

Term: Tenant’s use of the premises shall begin on January 1, 2020 and shall terminate five (5) years therefrom on December 31, 2025.

1. Public Purpose: The Landlord is providing the premises to the Tenant at a rate equal to fair market value for the term of this Agreement, which amounts to Twenty Five Thousand and Nine Hundred and Fifty Dollars ($25,950.00) per year. In accordance with a legislative determination by the Hoover City Council, the Landlord is providing the premises because it is not currently needed for public or municipal purposes and will not be needed for municipal purposes for at least the next five (5) calendar years. The Hoover City Council’s legislative determination is that it is in the best interest the City of Hoover, Alabama to provide the premises to the Tenant for the agreement term for fair market value. An agreement has been reached between the Landlord and Tenant that the rent valued at fair market value will be satisfied by an exchange of services by the Tenant equal to fair market value. Specifically, NASRO will continue to provide up to $10,000 of ongoing training for Hoover Police Department personnel who are school resource officers at no cost to the City. NASRO and the City have agreed that such training shall include a school resource officer basic training course, advanced training course, management training course, and interview and interrogation training course. NASRO has also agreed to comp the registration cost to the City for any Hoover Police
Department personnel who attend the national school resource officer conference hosted by NASRO. NASRO has further agreed to provide Hoover Police Department personnel with access to all individuals who lead any of the above training sessions for resource purposes.

In addition to the above, NASRO will also provide up to $10,000 of ongoing training for Hoover City School personnel. This would include such training as a school resource officer basic training course, advanced training course, management training course, and interview and interrogation training course. NASRO has also agreed to comp the registration cost to the Hoover City School system for any personnel who attend any national school resource officer conference hosted by NASRO during the term of this Agreement. NASRO further agrees to provide Hoover City Schools with 20 complementary registrations for each annual National School Leadership Summit held during the term of this Agreement.

**Quiet Enjoyment:** This Agreement is made upon the following terms, conditions, and covenants: The Landlord covenants to keep the Tenant in possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of the Tenant to obtain possession thereof provided the Landlord shall exercise due diligence and effort to place the Tenant in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Landlord or Landlord’s employees have made no representations or promises with respect to said demised premises except as herein expressly set forth. The Tenant will examine the premises and accept the same in the physical condition in which the same then exists (except as otherwise expressly provided herein at time of inspection). Landlord agrees that Tenant is allowed 24 hour access to the premises.

**Roof:** Should the roof of the building leak at any time during said term, due to no fault on the part of the Tenant, the Landlord will repair the same within a reasonable time after being requested in writing by the Tenant so to do, but in no event shall the Landlord be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall the Landlord be liable for damages or injuries arising from defective workmanship or materials, the Tenant hereby expressly waiving the same. Landlord and its employees shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of the Landlord, other than willfully wrongful acts of Landlord.

**Signs:** Tenant shall be responsible for the cost and expenses of the preparation and installation of a sign for the Tenant in the premises.

**Roof and Drains, etc., Debris On:** The Landlord will keep the roof and leased grounds free of all cans, bottles, fragments, debris and trash, and the Landlord will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.
Repairs: Landlord shall not be obligated or required to make any other repairs or do any work on or about said premises or any part thereof, or on or about any premises connected therewith, unless and only to the extent herein agreed. All portions of the premises shall be kept in good repair by Tenant and at the end of the term hereof, the Tenant shall deliver the demised premises to Landlord in good repair and condition, reasonable wear and tear expected.

Inspection and Showing: However, Landlord reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Landlord may deem necessary or proper, or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect said premises at all reasonable times, and the right to show said premises to prospective tenants, and the right to display “For Rent” signs on said premises.

Failure of Tenant to Repair: Should the Tenant fail to make repairs agreed to by it under this agreement, the Landlord may enter the premises and make such repairs and collect the cost thereof from the Tenant as additional rent. Except as herein specifically provided, the Tenant will not make or permit to be made any alterations, additions, improvements or changes in the premises, without the written consent of the Landlord before work is contracted or let. The consent to a particular alteration, addition, improvement or change shall not be deemed consent to, nor waiver of, a restriction against alterations, additions, improvements or changes for the future.

Upkeep, Security; Compliance with Law: Landlord agrees to pay all bills for utilities, except for telephone and internet, which will be paid by Tenant, and Landlord agrees to pay all bills for HVAC maintenance used on said premises by Tenant.

Landlord will keep all electric wiring, water pipes, water closets, drains, sewer lines, septic tanks and other plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Landlord shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said electric wiring, pipes, water closets, drains, and sewer lines, septic tanks or plumbing, or any of them. Tenant will replace all keys lost or broken and will incur the expense if the locks on the premises need to be rekeyed.

In the event of a security breach of the premises discovered by Landlord’s security, Landlord will immediately notify Tenant’s designated agent. Tenant may park vehicles in the parking lot at the premises. Said vehicles must be in working condition with a current license plate and tag. Tenant will comply, at all time and in all respects, with all the applicable laws and ordinances relating to nuisance, insofar as the premises hereby let, and the streets and highways bounding the same, are concerned, and the Tenant will not be any act or omission render the Landlord liable for any violation thereof. Tenant will not commit any waste of property, or permit the same to be done, and will take good care of said premises at all times.
**Public Liability Insurance:** Tenant shall during the entire term of this Agreement, at Tenant’s own expense, keep in force by advance payment of premiums, liability insurance in an amount not less than $1,000,000.00 for injury to or death of one person or as a result of one occurrence and not less than $2,000,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of $300,000.00, insuring Tenant, Landlord, and Landlord’s Agents, Servants, and employees (as additional insureds) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of Tenant’s occupancy thereof and resulting in personal injury or death or property damage. Tenant shall on request furnish to Landlord certificates of all insurance required under this paragraph.

**Defects in Premises:** Landlord shall not be liable for any injury or damage caused by, or growing out of, any defect in said premises, or its equipment, drains, heating, cooling, ventilation, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, floodings, seepage or other cause.

**Removal of Debris:** Landlord will keep all streets, roadways, sidewalks, curbs and gutters on the premises and in front thereof or adjacent thereto clean and free from debris and obstructions.

**Events of Default:** Upon the happening of any one or more of the events as expressed in this paragraph, the Landlord shall have the right, at the option of the Landlord, to either annul and terminate this Agreement upon two days’ written notice to Tenant and thereupon re-enter and take possession of the premises; or the right upon two days’ written notice to the Tenant to re-enter and re-let said premises, from time to time, as agents of the Tenant, and such re-entry or re-letting or both, shall not discharge the Tenant from any liability or obligation hereunder, except that rents (that is, gross rents less the expense of collecting and handling, and less commission) collected as a result of re-letting shall be credited on the Tenant’s liability up to the amount due under the terms of this Agreement and the balance, if any, credited to the Landlord. Nothing herein, however, shall be construed to require the Landlord to re-enter and re-let, nor shall anything herein be construed to postpone the right of the Landlord to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Landlord is hereby given the right to sue therefore at any time after default. The events or default referred to herein are: failure of the Tenant to pay any one or more of the installments of rent, or any other sum, provided for in this Agreement as and when the same become due; the vacation or abandonment by the Tenant of the premises or the use thereof for any purpose other than the purpose for which the same are hereby let; the assignment by Tenant of this agreement; the violation by the Tenant of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Tenant herein contained and failure of the Tenant to remedy such violation within ten (10) days after written notice thereof is given by the Landlord to the Tenant.

**Default:** Upon termination of this Agreement or re-entry upon said premises for any one or more of the causes set forth above by the Landlord, or upon termination of this
Agreement by Tenant upon one hundred twenty (120) days’ written notice to the Landlord, the rents provided for in this Agreement for the one hundred twenty (120) days from the date of notice of termination by Tenant, and all other indebtedness to the Landlord owed by the Tenant, shall be and become due and payable without regard to whether or not possession of the premises shall have been surrendered or taken by the Landlord.

Abandonment; Re-Letting: In the event the Tenant abandons the premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Landlord shall have the privilege at Landlord’s option of re-entering and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed satisfactory to the Landlord, applying each month the net proceeds obtained from said leasing to the credit of the Tenant herein, up to the amount due under the terms of this agreement, and the balance to the Landlord.

Re-Entry, etc.; No Bar: No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of the Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Landlord to annul the Agreement or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

Reinstatement: If this Agreement is terminated by the Landlord for any reason, including non-payment of rent, and the Tenant pays the rent, attorney’s fees and other charges and thus makes itself current, and/or remains or continues to be in possession of the premises or any part thereof, with the Landlord’s consent, this Agreement will be considered reinstated, and will continue in effect as thought it had not been terminated.

Improvements and Additions; Property of Landlord: Tenant agrees that it will undertake no alterations to the premises without first obtaining prior written approval from the Landlord. All improvements or additions to the premises by Tenant or its tenants shall adhere to the premises, and become the property of the Landlord, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Tenant, and may be removed by the Tenant one (1) week prior to the expiration of this agreement, provided all terms, conditions and covenants of the agreement have been complied with by Tenant and provided said Tenant restores the premises to its original condition, normal wear and tear excepted. Landlord shall have the right to inspect the premises, and in the event the Tenant fails to return the premises to its original condition, Tenant agrees to pay five hundred dollars ($500.00) plus the cost of any repairs necessary to return the premises to its original condition.

Fire, Floor & other Casualty; Transfer or Assignment: In the event of the total destruction of, or partial damage to, the demised premises by fire, floor or other casualty, Landlord shall proceed with the due diligence and dispatch to repair and restore the premises to the
condition to which they existed immediately prior to the occurrence of such casualty, at Landlord’s cost and expense.

Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises or any part thereof, or any interest therein, shall be null and void.

Agreement on Usage of Lodging Facilities within limits of the City of Hoover and Shelby County: Tenant agrees that, when applicable, it will coordinate and schedule the daily lodging of attendees or staff of any training within the lodging facilities located within the City of Hoover and Shelby County, Alabama. This lodging shall include and not be limited to all program participants, training session attendees, guest staff or specialty trainers participating in the training located within the premises. The City of Hoover and Shelby County lodging facilities shall also be listed by Tenant as available facilities for all training events or programs occurring within the metropolitan statistical area, with the lodging facility details contained within the associated training events or program materials.

Notices and Demands: All notices and demands authorized or required to be given to the Tenant under any provision hereof must be in writing, and may be delivered to the Tenant in person or left on or in the premises or shall be conclusively deemed to have been delivered to the Tenant if the same be deposited in the United States mail addressed to the Tenant at the premises, with the proper postage affixed thereto. All notices herein authorized or required to be given to the Landlord may be given by certified mail, addressed to the Landlord at the address of the Landlord shown on page 1 of this agreement, and said notices must be in writing.

Tenant Will Hold Harmless: Tenant will indemnify and hold Landlord and Landlord’s employees free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of the Tenant. Tenant will further indemnify and save harmless Landlord and Landlord’s employees from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Landlord or Landlord’s employees. Any property stored in the demised premises shall be at the sole risk of Tenant.

Waiver of Subrogation Rights: Neither Landlord nor Tenant shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from its negligence or that of any of its agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.

Should the Tenant continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Landlord, such
tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.

The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Landlord.

If all or any part of the demised premises is taken by eminent domain (“eminent domain” shall include the exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are condemned and ordered town down or removed by lawful authority, then the term of this Agreement shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements are ordered town down or removed, whichever may be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Landlord may elect to continue the term of this Agreement and to restore, at Landlord’s expense, the remaining premises to a complete architectural unit with signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorate reduction of the rent payable each month. The Landlord shall be deemed to have exercised this option to restore the premises unless, within 30 days after the date of taking, the Landlord shall notify the Tenant in writing of its election to terminate this agreement. The Landlord shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain, including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Tenant in the premises, and the Tenant hereby assigns, and transfer to the Landlord all of the Tenant’s right to receive any part of such proceeds.

Clean Premises: The Tenant hereby agrees that upon the expiration or prior termination of this agreement, the Tenant will promptly remove from the premises all signs, trash, debris and property of the Tenant, and the Tenant will leave the floors, stairs, passageways, as clean as it is possible to clean them by the use of broom, mop and shovel.

It is understood and agreed by the parties that this agreement shall be binding upon the Tenant, its agencies or successors.
IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Agreement on the day the same bears date.

Witness: “Landlord”

THE CITY OF HOOVER, ALABAMA

By: _____________________________________________

Printed Name: Frank V. Brocato

Its: Mayor

Date: ____________________________________________

Witness: “Tenant”

NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS, INC.

By: _____________________________________________

Printed Name: James M. Canady

Its: Executive Director

Date: ____________________________________________
RESOLUTION NUMBER 6181-20

A RESOLUTION GRANTING CONDITIONAL USE APPROVAL FOR THE PATTON CREEK ART FESTIVAL FOR THE PROPERTY LOCATED AT 4445 CREEKSIDE AVENUE, 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 property is located at 4445 Creekside Avenue, and the property is currently zoned C-2 (Community Business District); and

WHEREAS, Ms. Jinger Glasgow, authorized representative, has submitted application for Conditional Use Approval to allow for the Patton Creek Art Festival; and

WHEREAS, said Conditional Use Approval application and map of the subject property is hereby attached as Exhibit A.

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

1. Conditional Use Approval is hereby approved to allow the Patton Creek Art Festival.
2. The Conditional Use Approval application and map of the subject property is hereby attached as Exhibit A.
3. This Resolution Number 6181-20 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 17th day of February, 2020.

______________________________
Gene Smith
Council President

APPROVED BY:

______________________________
Frank V. Brocato
Mayor
ATTESTED BY:

_______________________________
Wendy Dickerson
City Clerk
EXHIBIT A
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: ARCPBIRAL001, LLC
Address: 650 5th Avenue 30th Floor, New York, NY 10019
Telephone Numbers Work Home: N/A
Name of Applicant: Jinger Glasgow, Central AL Artists Guild
Address: 5 Glasgow Rd, B’ham, AL 35224
Telephone Numbers Work: ________ Home: ________

SUBJECT PROPERTY INFORMATION

Address: 44115 Creekside Avenue, Hoover, AL 35244
Lot: 18 Block: 2 Subdivision Name: 
Current Zoning: C-2 Community Business District
Conditional Use Request: See attached
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.

APPLICATION WITHDRAWN

Date Signature of Owner/Applicant
PATTON CREEK ART FESTIVAL, SATURDAY, MARCH 7, 9-4

We are a for profit group of artists seeking to have a good, well attended show.

We will set up 4 rows of tents. Each row will contain Six-10’ x 20’ tents each. Each tent accommodates 2 artists. There will be two rows on each side of the center median. At the ends will be two 10’x 10’ tents for each of our sponsors. We have already made a deposit with “Game Day Done Right” to supply and put up and take down the tents needed for our artists. We will have food trucks on the intersecting street by Barnes and Nobles. We will line them up from Hoover’s approved list when we are given the go ahead. Please expedite our request for this festival since the date is fast approaching.

It is our wish to help Patton Creek present a good and safe event to encourage store rentals. We are also looking forward to showing you the best artists work in this show.

Regards,

Jinger Glasgow, President, Central Al. Artist Guild
Generator is Red

4" = 10'  Each Street is 44'19" wide
Good afternoon Ms. Bradstreet. Jinger Glasgow has asked me to reach out to you directly. I understand she is attempting to obtain permits for the Central Alabama Artist Guild (CAAG) festival we are hosting at Patton Creek on March 7, 2020. Please accept this e-mail as evidence of our intent to host this event on Main Street at Patton Creek. If you need anything further from me, please let me know. Thank you.

Brian Holmes
Senior Vice President - Asset Management
Lincoln Property Company - Retail REIT Services
RESOLUTION NUMBER 6182-20

A RESOLUTION GRANTING CONDITIONAL USE APPROVAL FOR A MODULAR BUILDING TO BE USED FOR SUNDAY SCHOOL CLASSES FOR THE PROPERTY LOCATED AT 560 LAKE CREST DRIVE, HOOVER, ALABAMA

WHEREAS, Article VI, Section 9.3 of the Zoning Ordinance of the City of Hoover, Alabama classifies uses permitted only as a “Conditional Use”; and

WHEREAS, the property is located at 560 Lake Crest Drive, and the property is currently zoned C-P (Preferred Commercial (Office) District); and

WHEREAS, Mr. Charlie Culp, authorized representative, has submitted application for Conditional Use Approval to allow for the modification of the previously approved site plan for the addition of a modular building to be used for Sunday school classes to the existing Conditional Use on the property located at 560 Lake Crest Drive; and

WHEREAS, said Conditional Use Approval application and map of the subject property is hereby attached as Exhibit A.

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

1. Conditional Use Approval is hereby approved to allow for the modification of the previously approved site plan for the addition of a modular building to be used for Sunday school classes to the existing Conditional Use on the property located at 560 Lake Crest Drive.

2. The Conditional Use Approval application and map of the subject property is hereby attached as Exhibit A.

3. This Resolution Number 6182-20 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 17th day of February, 2020.

________________________________________
Gene Smith
Council President
EXHIBIT A
Legal Description per Jefferson County Tax Assessor Information:

Address: 560 Lake Crest Drive
Legal: Lot 4 A P E C Addition to Lake Crest 32/46
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.

12-18-19
Date

APPLICATION WITHDRAWN

[Signature]

Date    Signature of Owner/Applicant
December 13, 2019
City of Hoover
100 Municipal Drive
Hoover, AL 35216

Attention: City of Hoover Planning Department

The undersigned, hereby authorizes Cross Creek Church, its employees, representatives, agents, and/or consultants to act as agent on the undersigned’s behalf for the sole purpose of applying for and presenting on a Conditional Use Permit for a Modular Building located at 560 Lake Crest Drive, Hoover, AL. It is understood that any application may be denied, modified, or approved with conditions, and that such conditions must be complied with prior to issuance of building permits.

Vested Owner:

Print Name:

Position/Company: Trustee

Date: 12/15/2019
ORDINANCE NUMBER 20-2471

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 its regularly scheduled meeting on the 17 day of February, 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:


1. ADDITION TO ARTICLE II, SECTION 2.12 RESIDENTIAL DISTRICTS.
Section 2.12 should be amended to add the following to the end of this section:

J. R-LSF Legacy Single-Family Residential District

2. AMENDMENT TO ARTICLE VI, SECTION 8.6.C MINIMUM BUILDING SETBACKS. Section 8.6.C should be deleted in its entirety and replaced with the following:

C. Minimum building setbacks: No building located in the R-T-4 district shall be located closer than twenty (20) feet from a public street right-of-way nor closer than twenty-five (25) feet from an R-T-4 district boundary that abuts an A-1, R-E, E-1, E-2, PR-1, R-1, R-2, R-3, PRD or R-LSF zoning district boundary. Front building setbacks for all lots that front a local street in the same block, may be reduced to five (5) feet when vehicle access to said lots is from the rear of the lots; subject to approval by the planning commission as part of the preliminary plat approval process. All structures shall be located so as to conform to the International Building Code as may be amended by the city and the International Fire Prevention Code.

3. AMENDMENT TO ARTICLE VI, SECTION 15.6.B MINIMUM BUILDING SETBACKS. Section 15.6.B should be deleted in its entirety and replaced with the following:

B. Minimum building setbacks: No building located in the PRD district shall be located closer than twenty (20) feet from a public street right-of-way nor closer than twenty-five (25) feet from a PRD district boundary that abuts an A-1, R-E,
E-1, E-2, PR-1, R-1, R-2, R-3, or R-LSF zoning district boundary. Front building setbacks for all lots that front a local street in the same block, may be reduced to five (5) feet when vehicle access to said lots is from the rear of the lots, and may be reduced to fifteen (15) feet when the garages are setback more than thirty five (35) feet from the fronting street; subject to approval by the Planning Commission as part of the preliminary or final plat approval or amendment processes. If the reduced front setback prevents installation of the front yard tree(s) required in Article XIII, the required tree(s) shall be installed in a viable location in the side or rear yard of the subject lot. All structures shall be located so as to conform to the International Building Code, as adopted and as may be amended by the city and the International Fire Prevention Code.

4. **ADDITION OF ARTICLE VI. – ZONING DISTRICTS.** Article VI, Zoning Districts is hereby amended by adding Section 20.0 - Legacy Single-Family Residential (R-LSF) to the end of this article as follows:

   Sec. 20.0. *Legacy Single-Family District (R-LSF).*

   20.1. **Intent.** To provide medium density single-family housing free from other uses which are incompatible with the intent of this district.

   20.2. **Permitted principal uses.** Detached single-family dwellings and accessory structures.

   20.3. **Conditional uses.** The same conditional uses are permitted in this district as in District E-1, subject to the same conditions.

   20.4. **Special exception uses.** The same special exception uses are permitted in this district as in the District E-1, subject to the same conditions.

   20.5. **Prohibited uses.** The same uses are prohibited in this district as in District E-1, subject to the same conditions.

   20.6. **Area and dimensional regulations.**

      A. Minimum lot area: Fifteen thousand (15,000) square feet.

      B. Minimum lot width: Average of the lots on the same block face or seventy-five (75) feet, whichever is less.

      C. Minimum yards (see Figure 20.1 for additional guidance): Front:
1. If the average established setback on the block face (same side of the street within 500 feet or an intersecting street, whichever is less) is greater than twenty (20) feet, then within five (5) feet of said average setback.

2. If the average established setback on the block face (same side of the street within 500 feet or an intersecting street, whichever is less) is twenty (20) feet or less, then equal to said average setback.

3. Thirty-five (35) feet if said block face has less than 40% of lots developed.

Rear:

1. Twenty (20) feet, or
2. Distance between the rearmost vertical support of the primary structure and the rear property line as established prior to January 1, 2020.

Side:

1. Ten (10) feet, or
2. Distance between the closest vertical support of the primary structure and the side property line as established prior to January 1, 2020.
D. Minimum livable floor area:
1. One-story residence: One thousand five hundred (1,500) square feet.
2. One and one-half (1/2) or two-story dwelling: One thousand (1,000) square feet on first floor; total minimum for dwelling-One thousand nine hundred (1,900) square feet.

20.7. **Buffer regulations.** Same as District E-1.

20.8. **Additional regulations (when applicable).**

A. Cluster development, Article VIII, section 9.0.

B. Off-street parking and loading regulations, Article IX.

C. Sign regulations, Article X.

D. Tree conservation, buffers and landscaping, Article XIII.
E. Telecommunications regulations, Article XIV.

F. Covered Front Porches: In order to promote the health, safety and general welfare of residents within the district, by providing more opportunities for activation of the fronts of homes and increased visibility of streets within the district, while maintaining views from the fronts of adjacent homes, covered porches are permitted to encroach up to fifteen (15) feet from the average setback line of a block face, or ten (10) feet from the required 35 foot front setback for block faces not developed beyond 40%, provided no covered front porch encroaches closer than fifteen (15) feet from the right-of-way boundary. Those portions of the porch encroaching into the setback are to remain open on all sides other than that along the front building wall of the primary structure. The maximum depth of a front porch shall be fifteen (15) feet. This section shall take precedence over Article VII Sec. 5.0.

G. Conflict with other setbacks. In the event that the setback requirements within this section are in conflict with other setback regulations, the regulations in this section shall take precedence.

Figure 20.2. Guidelines for Front Porch setbacks in the R-LSF District
H. **Maximum Area of Impervious Surface.** In order to promote the health, safety, and general welfare through harmonious development and redevelopment within the district, the maximum portion of a lot that can be covered by an impervious surface shall be 50%. Permeable pavers and the water surface area of swimming pools shall not be counted towards the site’s impervious surface.

5. **AMENDMENT TO ARTICLE VII, SECTION 5.0.D.** Section 5.0.D should be deleted in its entirety and replaced with the following:

D. In single-family and two-family residential districts, except the RT-4 and PRD districts, an unenclosed and uncovered balcony, deck, or fire escape may project into a required yard provided such structures shall not be located closer than twenty-five (25) feet from the rear property line nor ten (10) feet from either side property line.

All such structures with floor elevations at or below the first floor elevation of the dwelling in the RT-4 and PRD districts shall have no minimum side or rear setbacks and may project no more than five (5) feet beyond the minimum front setback of the district.

All such structures, excluding stairs or ramps, with floor elevations above the first floor elevation of the dwelling in the RT-4 and PRD districts, may project into a required rear yard provided they shall not be located closer than seventeen (17) feet from an RT-4 or PRD district boundary which abuts an E-1, E-2, R-1, R-2, PR-1, or R-LSF district, nor twelve (12) feet from a rear property line. The minimum side setback for such structures shall be the same as the subject dwelling. No such structure may project into the front yard more than five (5) feet beyond the front wall of the dwelling.

6. **AMENDMENT TO ARTICLE VII, SECTION 12.2.D REGULATIONS PERTAINING TO THE A-1, E-1, E-2, R-1, R-2, R-3, R-T-4, RE AND PRD DISTRICTS.** Section 12.2.D should be deleted in its entirety and replaced with the following:

D. **Regulations pertaining to the A-1, E-1, E-2, R-1, R-2, R-3, R-T-4, RE, PRD, and R-LSF districts.** A parabolic antenna shall be permanently attached to the ground, located in the rear yard at least twelve (12) feet from a property line and shall not exceed sixteen (16) feet in height.

7. **AMENDMENT TO ARTICLE VII, SECTION 17.0.** The title of Section 17.0 should be deleted in its entirety and replaced with the following:

Sec. 17.0. - Portable storage containers in the A-1, RE, E-1, E-2, R-1, R-2, R-3, RT-4, PRD, PR-1 and R-LSF zoning districts.
The remainder of Section 17.0 shall remain unchanged.

8. **AMENDMENT TO ARTICLE VII, SECTION 18.0.** The title of Section 18.0 should be deleted in its entirety and replaced with the following:

Sec. 18.0. - Portable storage containers in the A-1, RE, E-1, E-2, R-1, R-2, R-3, RT-4, PRD, PR-1 and R-LSF zoning districts.

The remainder of Section 18.0 shall remain unchanged.

9. **AMENDMENT TO ARTICLE VII, SECTION 19.0.** The title of Section 19.0 should be deleted in its entirety and replaced with the following:

Sec. 19.0. - Storage in the A-1, RE, E-1, E-2, R-1, R-2, R-3, RT-4, PRD, PR-1 and R-LSF zoning districts.

The remainder of Section 19.0 shall remain unchanged.

10. **AMENDMENT TO ARTICLE VIII, SECTION 9.2 LOCATION.** Section 9.2 should be deleted in its entirety and replaced with the following:

9.2. Location. Permitted only in zones E-1, E-2, R-1, R-2, R-3, R-4, R-T-4, and R-LSF.

11. **AMENDMENT TO ARTICLE VIII, SECTION 9.3.C [DENSITY.], CLUSTER RESIDENTIAL DEVELOPMENT, REQUIREMENTS.** Section 9.3.C should be deleted in its entirety and replaced with the following:

C. [Density.] The maximum density, expressed in dwelling units per gross acre of any cluster residential development shall be determined by the average maximum density per gross acre permitted within the zone in which the cluster is utilized. The following is a schedule of permitted densities for cluster developments within the various zones:

<table>
<thead>
<tr>
<th>ZONE</th>
<th>Density (Dwellings Per Gross Tract Acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1</td>
<td>1.0</td>
</tr>
<tr>
<td>E-2</td>
<td>2.2</td>
</tr>
<tr>
<td>R-1</td>
<td>2.9</td>
</tr>
<tr>
<td>R-LSF</td>
<td>2.9</td>
</tr>
<tr>
<td>R-2</td>
<td>3.6</td>
</tr>
<tr>
<td>R-3</td>
<td>3.6</td>
</tr>
<tr>
<td>R-4</td>
<td>10.9</td>
</tr>
</tbody>
</table>
Although specific areas within the cluster development may exceed the above permitted densities, when the gross acreage of the cluster development is divided by the total number of dwelling units in the cluster development, the over-all density must be less than or equal to the above permitted densities.

12. **AMENDMENT TO ARTICLE IX, SECTION 2.1.A.** Section 2.1.A should be deleted in its entirety and replaced with the following:

   A. In districts E-1, E-2, R-1, R-2, R-3, R-4, R-T-4, and R-LSF, required off-street parking shall be provided on the same lot as the use to which the parking pertains. In other districts such parking may be provided either on the same lot or an adjacent lot, not in one of the above districts, when an increase in the number of spaces is required by a change of use or enlargement of the building served, or where such spaces are provided collectively or used jointly by two (2) or more buildings or establishments.

13. **AMENDMENT TO ARTICLE X, SECTION 3.0 SIGNS.** The title of Section 3.0 should be deleted in its entirety and replaced with the following:

   Sec. 3.0. - Signs permitted within zones A-1, E-1, E-2, R-1, R-2, R-3, and R-LSF.

   The remainder of Section 3.0 shall remain unchanged.

14. **AMENDMENT TO ARTICLE XIII, SECTION 2.4.A.** Section 2.4.A should be deleted in its entirety and replaced with the following:

   A. For residential uses in the A-1 District and for permitted uses in the RE, E-1, E-2, R-1, R-2, R-3, PRD, and R-LSF districts, a tree conservation plan may be approved for individual lots or for more than one lot.

   1. A tree conservation plan for an individual lot, pursuant to a building plan, shall not require topography and shall contain the following information:

      a. The boundaries of all tree save areas.
      b. All dimensions and distances, property lines, easements and rights-of-way.
      c. Existing and proposed buildings and structures.
      d. Bodies of water, including water detention and retention areas.
      e. Driveways and parking areas.
      f. Sufficient information and detail to clearly demonstrate that all applicable requirements and standards of this section are fully satisfied.
      g. The plan shall be accompanied by quantitative data which certifies compliance with the tree conservation standards of section 2.9.
2. A tree conservation plan which covers more than one lot shall be a conceptual plan which shows the manner in which the tree conservation standards of section 2.9 will be fulfilled. The plan shall contain the following information:

a. The boundaries of all tree save areas.
b. All dimensions and distances, property lines, easements and rights-of-way.
c. Bodies of water, including water detention and retention areas.
d. Sufficient information and detail to clearly demonstrate that all applicable requirements and standards of this section are fully satisfied.
e. The plan shall be accompanied by a statement which describes the manner in which the tree conservation standards of section 2.9 are to be met and certification that the tree conservation plan complies with those standards.

15. **AMENDMENT TO ARTICLE XIII, SECTION 2.4.B**. Section 2.4.B should be deleted in its entirety and replaced with the following:

B. For uses other than a dwelling in the A-1 district and for conditional uses in the RE, E-1, E-2, R-1, R-2, R-3, PRD, and R-LSF districts and for all uses in the R-T-4, R-4, C-P, C-1, C-2, C-3, C-4, I-1 and Mixed Use districts, the tree conservation plan that is pursuant to a building plan, shall contain the following information:

1. The boundaries of all tree save areas.
2. All dimensions and distances, property lines, easements, rights-of-way and buffers.
3. Existing and proposed buildings and structures, including signs, dumpsters, light and power poles, utility and drainage structures.
4. Existing and proposed buildings and structures on adjacent property affected by a required buffer. When the finished floor elevation of buildings on the subject property differs by ten (10) feet or more from the finished floor elevation of the buildings on the adjacent property affected by the buffer, the plan shall include an elevation which accurately shows the comparative elevations of the buildings.
5. Bodies of water, including water detention and retention areas.
6. Driveways, parking areas, existing and proposed parking spaces, access aisles and other vehicle maneuvering areas.
7. The location, species, size, description and spacing of all required ground covers, shrubs and trees to be planted. Shrub bed plantings at a scale of one inch equals twenty (20) feet and sections of planting through typical berms and slopes greater than ten (10) percent gradient shall be provided at the request of the administrator.
8. Sufficient information and detail to clearly demonstrate that all applicable requirements and standards of this article are fully satisfied.

9. The plan shall be accompanied by:
   a. A grading plan which shows all areas of cut and fill as well as borrow areas and areas for stockpiling of soil and materials.
   b. Quantitative data which certifies compliance with the tree conservation standards of section 2.9.
   c. Detailed drawings and specifications of tree protection measures including: Protective tree fencing, erosion control fencing, tree protection signs, transplanting specifications, tree wells and aeration systems, staking specifications, and other applicable drawings.

16. **AMENDMENT TO ARTICLE XIII, SECTION 2.5.A.** Section 2.5.A should be deleted in its entirety and replaced with the following:

   A. Speculative land disturbance in the E-1, R-E, R-1, R-2, R-3, and R-LSF districts shall leave twenty (20) percent of the land area in tree cover area, as required in subsection 2.9. The tree cover area shall be located along the rear and side property lines of a tract or parcel and along the rear property line of a lot.

17. **AMENDMENT TO ARTICLE XIII, SECTION 2.5.B.** Section 2.5.B should be deleted in its entirety and replaced with the following:

   B. Speculative land disturbance in the E-1, R-E, R-1, R-2, R-3, and R-LSF districts, on property owned by an entity which is a conditional use in those districts, shall not be permitted within fifty (50) feet of an adjacent single family residential district boundary nor within any required buffer.

18. **AMENDMENT TO ARTICLE XIII, SECTION 2.9 TREE CONSERVATION STANDARDS.** Section 2.9 should be deleted and replaced with the following:

   2.9. *Tree conservation standards.* All land disturbing activities regulated by this article shall include the preservation and/or planting of trees on the site to the extent that minimum tree cover shall be provided as follows:

<table>
<thead>
<tr>
<th>Zoning Districts</th>
<th>Percent Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permitted Uses in the A-1, RE, E-1, E-2, R-1, R-2, R-3, PRD, and R-LSF districts</td>
<td>20%</td>
</tr>
<tr>
<td>Permitted and Conditional uses in the R-T-4, R-4, and CP districts and Conditional Uses in the A-1, RE, E-1, E-2, R-1, R-2, R-3 and PRD districts</td>
<td>15%</td>
</tr>
<tr>
<td>Permitted and Conditional Uses in the C-1, C-2, C-3, C-4, and I-1 districts</td>
<td>10%</td>
</tr>
<tr>
<td>Mixed Use District</td>
<td>See paragraph H</td>
</tr>
</tbody>
</table>

19. **AMENDMENT TO ARTICLE XIII, SECTION 2.9.E.** Section 2.9E. should be deleted in its entirety and replaced with the following:

E. The following minimum number of trees shall apply to each front yard(s) of all residential lots in the A-1, RE, E-1, E-2, R-1, R-2, R-3, R-T-4, PRD, and R-LSF zoning districts.

<table>
<thead>
<tr>
<th>Lot Width</th>
<th>Minimum Number of Large Deciduous Trees</th>
</tr>
</thead>
<tbody>
<tr>
<td>70 feet or less</td>
<td>1</td>
</tr>
<tr>
<td>More than 70 feet</td>
<td>2</td>
</tr>
</tbody>
</table>

If the prospective homeowner states in writing that trees are not desired in the front yard, then the trees allocated to that lot may be re-allocated to other front yard or public street plantings within the boundary of the tree conservation plan.

20. **AMENDMENT TO ARTICLE XIII, SECTION 6.1.** Section 6.1 should be deleted in its entirety and replaced with the following:

6.1. Permitted and conditional uses in the R-T-4, R-4, CP, C-1, C-2, C-3, C-4, and I-1 districts and conditional uses in the A-1, RE, E-1, E-2, R-1, R-2, R-3, PRD, and R-LSF districts:

A. No tree conservation plan required by this article shall be approved by the administrator until a financial guarantee of performance is submitted, in an amount determined by the administrator to be not less than one hundred ten (110) percent of the cost of implementing the tree conservation plan. The guarantee shall be in the form of a bond, irrevocable letter of credit or certificate of deposit made payable to the city.

B. Prior to release of the financial guarantee and prior to issuance of a certificate of occupancy for the premises, the administrator shall determine that the tree conservation plan has been implemented.

21. **AMENDMENT TO ARTICLE XIII, SECTION 6.2.** The title of Section 6.2 should be deleted in its entirety and replaced with the following:


The remainder of Section 6.2 shall remain unchanged.

22. **AMENDMENT TO ARTICLE XIV, SECTION 5.0 SETBACKS.** Section 5.0 should be deleted in its entirety and replaced with the following:
Sec. 5.0. - Setbacks.

Towers shall be placed no closer than a distance equal to the height of the tower from any dwelling located in the A-I, R-E, E-1, E-2, R-1, R-2, R-3, PRD, R-LSF, PR-I or RT-4 zoning district. However, because of the unique nature of telecommunications facilities, other required setbacks from property lines shall be determined on an individual basis by the board of adjustment as part of the special exception process. The board shall consider the following factors when establishing minimum setbacks.

A. The type of telecommunications facility;
B. Relationship to other properties and buildings;
C. Relationship to the public right-of-way;
D. Size of the subject lot or parcel;
E. Accessibility for public safety and other purposes; and
F. Other factors which effect the telecommunications facility, surrounding property and community at large.

23. AMENDMENT TO ARTICLE XV, SECTION 7.2. The title of Section 7.2 should be deleted in its entirety and replaced with the following:


The remainder of Section 7.2 shall remain unchanged.

24. AMENDMENT TO ARTICLE XV, SECTION 8.6. ENFORCEMENT. Section 8.6 should be deleted in its entirety and replaced with the following:

8.6. Enforcement.

A. Permitted and conditional uses in the R-T-4, R-4, CP, C-1, C-2, C-3, C-4, and I-1 Districts and conditional uses in the A-1, RE, E-1, E-2, R-1, R-2, R-3, PRD, and R-LSF Districts:

1. No tree conservation plan required by this section shall be approved by the administrator until a financial guarantee of performance is submitted, in an amount determined by the administrator to be not less than one hundred ten (110) percent of the cost of implementing the tree conservation plan. The guarantee shall be in the form of a bond, irrevocable letter of credit or certificate of deposit made payable to the city.

2. Prior to release of the financial guarantee and prior to issuance of a certificate of occupancy for the premises, the administrator shall determine that the tree conservation plan has been implemented.

B. Permitted uses in the A-1, RE, E-1, E-2, R-1, R-2, R-3, PRD, and R-LSF Districts. A certificate of occupancy shall not be issued for any dwelling
until the lot on which the dwelling is located complies with the tree
conservation plan approved for the lot or subdivision.

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 17th day of February, 2020.

__________________________________
Gene Smith, President of the City Council
APPROVED:

______________________________
Frank V. Brocato, Mayor

ATTESTED:

______________________________
Wendy Dickerson, City Clerk