



Minutes of the City of Calera Council Meeting October 4, 2021

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, October 4, 2021, at 6:30 p.m., in a regular meeting. Mayor Graham residing.

Mayor and Council Members Present:

Jon G. Graham, Mayor
Philip Busby, Council Member
Kenny Dale Cost, Council Member
Ernest Montgomery, Council Member
Calvin Morgan, Council Member
Kay Snowden Turner, Council Member
Alan Watts, Council Member

Guests:

Sean Kendrick, James Fuller, Kelly Ellison, Bill Hilyer, David Hyche, Jackie Batson, Bill and Ann Davis, Chris Pappas, Alison Powers, Debbie and Richard Byers, Chuck Waid, Dawn Griggs, Reggie Darden, Tip Edwards, Dennis Torrealba, Josh Carson, Corey Perry, Larry Mathews, Peggy Sims, Paula Davis, Todd Pace

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Alan Watts opened the meeting with prayer and the Pledge of Allegiance.

Approval of Minutes:

Council Member Cost made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – September 20, 2021
Work Session – September 20, 2021

Council Member Watts seconded said motion and upon vote, the results were as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Old Business:

Ordinance No. 2021-08 – TCG Koslin LLC – Parcel 28 3 06 0 001 015.000 Rezoning Request from RG to B2 (Second Reading) – Public Hearing

Council Member Watts moved Ordinance No. 2021-08 be adopted. Council Member Montgomery seconded said motion and upon vote the results was as follows:

AYES: Cost, Graham, Montgomery, Morgan, Watts

NAYS: Busby, Turner

Motion Passed – Adopted this 4th day of October 2021

New Business:

David Hyche, Police Chief Introduction of Dispatchers, Recognition of Police Officer, East Central Alabama Highway Safety Office Traffic Enforcement Agreement (See Attached)

Ordinance No. 2021-09 – Beeswax Investment, LLC – Parcel 22 8 34 0 000 007.001 Rezoning Request from A1 to B2 – Public Hearing

Council Member Montgomery moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Cost second said motion and upon vote the results was as follows:

AYES: Cost, Graham, Montgomery, Morgan, Watts

NAYS: Busby, Turner

Unanimous Consent not given – Ordinance No. 2021-09 will be moved to the October 18, 2021, Council Meeting

Resolution No. 2021-27 – Bid Award - 2021 Basketball Uniforms and Coaches Apparel

Council Member Busby moved that Resolution No. R-2021-27 is adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed – Adopted this 4th day of October 2021

Ordinance No. 2021-06 – Amending Zoning Ordinance Article 5 Establishment of Districts Sections 5.1 thru Sections 5.11.2 – Public Hearing

Council Member Montgomery moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Cost second said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Watts

NAYS: Turner

Unanimous Consent not given – Ordinance No. 2021-06 will be moved to the October 18, 2021, Council Meeting

Ordinance No. 2021-10 – Authorization to the Issuance of one \$20,040,000 General Obligation Warrant Series 2021-CWSRF-DL

Council Member Turner moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Morgan second said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Turner moved Ordinance No. 2021-10 be adopted. Council Member Morgan seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed – Adopted this 4th day of October 2021

Guests:

Corey Perry and Josh Carson

Council Member Busby made a motion to adjourn the meeting at 7:30 p.m.

Approved this 18th day of October 2021.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

To view our City Council Meeting please click the link below:
https://www.youtube.com/watch?v=FqIBnot_JEA

Second Reading

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2021-08

WHEREAS, the Planning Commission of the City of Calera, Alabama conducted a public hearing on **August 3, 2021**, and has recommended changes in the City of Calera zoning map, and advises that said zoning is in compliance with the City of Calera Comprehensive Plan, and

WHEREAS, the Council of the City of Calera, Alabama has conducted a public hearing after proper legal and actual notice to landowners to consider changes in the zoning map recommended by the Planning Commission.

IT IS THEREFORE ORDAINED BY THE MAYOR AND
COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

That the zoning request of property described in **Exhibit A** be rezoned as follows:

From: RG (Residential Garden) District

To: B2 (General Business) District

Council Member Watts moved that Ordinance No. 2021-08 be adopted. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Cost, Graham, Montgomery, Morgan, Watts

NAYS: Busby, Turner

Mayor Graham declared Ordinance No. 2021-08 adopted.

Adopted this 4th day of October 2021.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor



 INSITE ENGINEERING 5800 FELDSPAR WAY HOOVER, ALABAMA 35244 OFFICE (205) 733-9856 FAX (205) 733-9887	CIVIL / GIS INFRASTRUCTURE ENVIRONMENTAL PLANNING COMMERCIAL RESIDENTIAL	KOSLIN FARMS COMMERCIAL PROPERTY VACINITY MAP	NOT TO SCALE 
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David Hyche, Police Chief Introduction of Dispatchers, Recognition of
Police Officer

Introduction of Dispatchers
Paula Davis and Peggy Sims

Recognition of Police Officer
Todd Pace

EAST CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

700 FOX TRAIL • OPELIKA, AL 36801 • PHONE # 334-705-5455

Traffic Enforcement Agreement

Fiscal Period: October 01, 2021 – September 30, 2022

This agreement is entered by the City of Opelika as the fiscal agent. All of the Traffic Enforcement grants' programmatic issues are managed by East Central Alabama Highway Safety Office (ECAHSO) as per federal guides outlined by National Highway Traffic Safety Administration (NHTSA) and the state procedures issued by Alabama Department of Economic Community Affairs (ADECA), and the governing entity of the law enforcement department of the following: **Calera Police Department**, hereinafter referred to as "AGENCY", for official participation in the City of Opelika grant and/or grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement is for all grants awarded for the period from **October 01, 2021, through September 30, 2022.**

The Agency will use the CORE reporting system for the grant/grants awarded to the City of Opelika. The CORE system will provide information such as the grant's/grants' name, number, CFDA number, authorized spending allocations and authorized spending periods will be made available to the AGENCY through the CORE website, for this Traffic Enforcement Agreement managed by the ECAHSO.

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement. NO AGENCY will be approved to receive enforcement funding without having an overtime payment policy or a completed ECAHSO Overtime questionnaire.

The AGENCY's grant funds may be rescinded at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by ECAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant for which any reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) Traffic Enforcement Agreement with City of Opelika, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) time sheets or timecards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy or the ECAHSO overtime policy questionnaire. The above-mentioned paperwork should be kept on file by each agency for current fiscal year plus the three (3) fiscal years from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the ECAHSO for ADECA, will be required to refund ANY or ALL funds that were reimbursed on the grant in question to the City of Opelika.

Reimbursement claims (CORE forms) are encouraged to be submitted to ECAHSO as least once per month.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and ECAHSO.

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to ECAHSO and shall ensure the accuracy of all such documentation and reports submitted, such hours reported, computation of pay rates for reimbursement and documentation of allowable contacts reported.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of the City of Opelika, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. The City of Opelika assumes no responsibility by the way or means by which the AGENCY performs its activities pursuant to this agreement.

Subject to the terms of the grant, the City of Opelika agrees to reimburse the AGENCY, for the actual traffic enforcement worked under a City of Opelika grant project, provided the activity is documented in accordance with program requirements, and with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

The funds for this agreement are awarded by NHTSA and are passed through ADECA and the City of Opelika. Therefore, all expenditures are subject to all federal, state, and city laws, guidelines, and regulations. This includes ADECA/LETS policy letters.

"Termination for Cause. If, through any cause, the AGENCY shall fail to fulfill in a timely manner its obligations under this Agreement, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, this agreement will be terminated. The ECAHSO will notify the AGENCY of such termination by written notice (email, etc.).

***** Unanimous Consent not given – Ordinance No. 2021-09 will be moved to the October 18, 2021, Council Meeting**

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2021-09

WHEREAS, the Planning Commission of the City of Calera, Alabama conducted a public hearing on **September 7, 2021**, and has recommended changes in the City of Calera zoning map, and advises that said zoning is in compliance with the City of Calera Comprehensive Plan, and

WHEREAS, the Council of the City of Calera, Alabama has conducted a public hearing after proper legal and actual notice to landowners to consider changes in the zoning map recommended by the Planning Commission.

IT IS THEREFORE ORDAINED BY THE MAYOR AND
COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

That the zoning request of property described in **Exhibit A** be rezoned as follows:

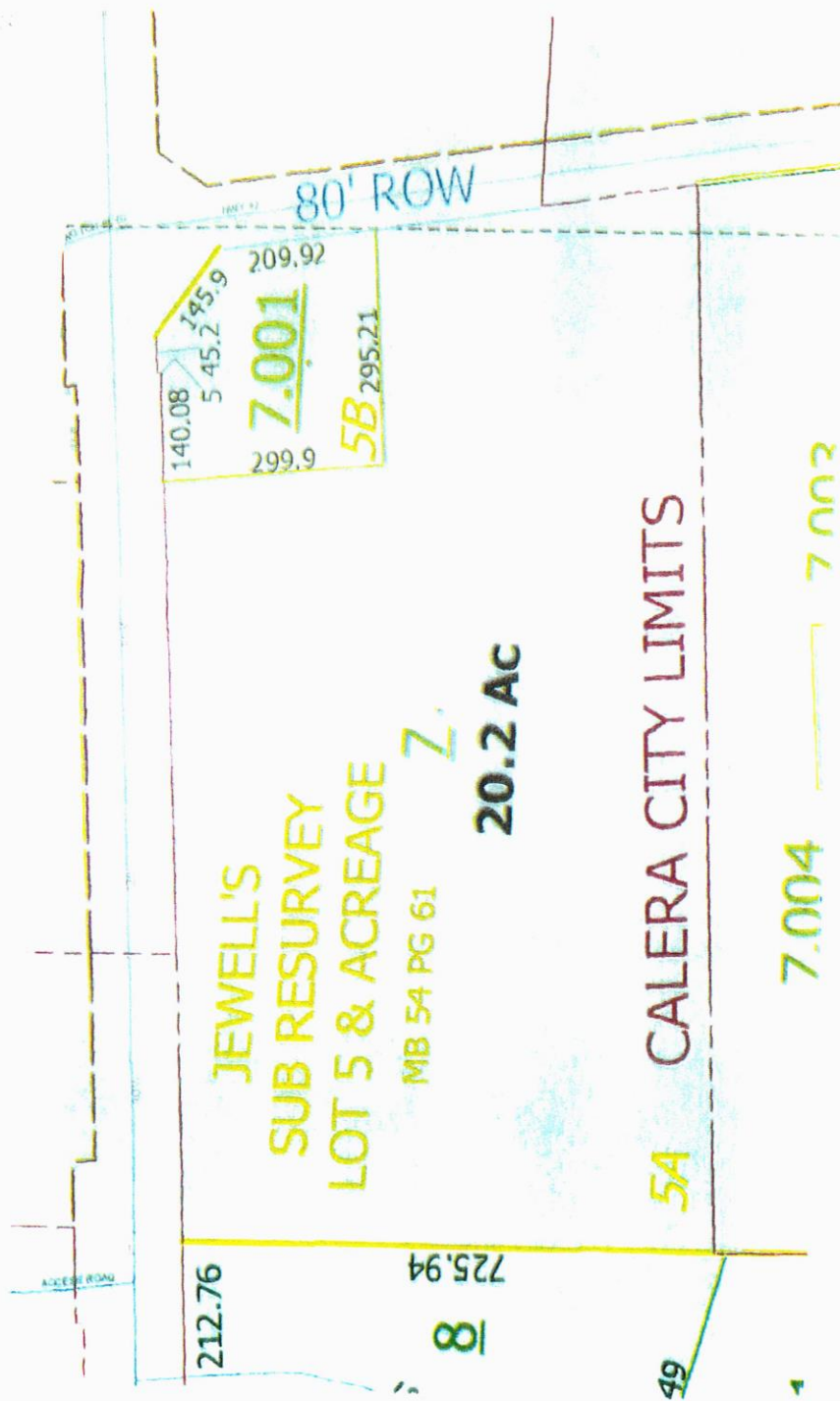
From: A1 (Agriculture) District

To: B2 (General Business) District

Council Member Montgomery moved that unanimous consent of the Council be given for immediate action upon Ordinance No. 2021-09. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Cost, Graham, Montgomery, Morgan, Watts

NAYS: Busby, Turner



Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2021-27

A RESOLUTION ACCEPTING A BID FOR 2021 CALERA YOUTH BASKETBALL UNIFORMS AND COACHES APPAREL FOR THE CITY OF CALERA, ALABAMA.

WHEREAS, the City of Calera has solicited sealed bids as required under the Alabama bid law; and

WHEREAS, bids were opened at Calera City Hall on September 27, 2021, at 10:00 a.m.; and

WHEREAS, bids were as follows:

Company

Varsity Sports	\$128.10
Riddell	\$233.80
BSN	\$134.00

WHEREAS, the Mayor and Council of the City of Calera, at the Regular Meeting on October 4, 2021, considers the recommendation of Mr. Jeff Stewart. The Mayor and Council will award the bid for the 2021 Calera Youth Basketball Uniforms Bid in the amount of \$128.10 to Varsity Sports.

(Copy of Mr. Jeff Stewart, Park and Recreation Field Superintendent recommendation letter attached to this Resolution)

Council Member Busby moved that Resolution No. R-2021-27 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2021-27 adopted.

Adopted this 4th day of October 2021.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

2021 Calera Youth Basketball Uniform Bid

Mayor,

I recommend that we accept the bid for the 2021 Youth Basketball Uniforms from Varsity Sports for \$128.10 lump sum.

There were two other bidders for this bid request.

Riddell - \$233.80 Lump Sum

BSN - \$134.00 Lump Sum

Thank you,

Jeff Stewart

***** Unanimous Consent not given – Ordinance No. 2021-06 will be moved to the October 18, 2021, Council Meeting**

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2021-06

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA:

- (1) **WHEREAS**, the Code of Ordinances of the City of Calera, Alabama is hereby amending the Zoning Ordinance Article 5 Establishment of Districts by:

Deleting:

Article 5 ESTABLISHMENT OF DISTRICTS

In order to carry out the intent and purpose of this Zoning Ordinance, the City of Calera is hereby divided into the following districts. The location, boundaries and area of which are and shall be, as shown and depicted upon the official zoning map. The said districts are to be as follows:

E-1	Single family Residential (Estate) District
R-1	Single family Residential District
R-2	Single family Residential District
R-2-A	Single family Residential District
R-3	Single family (Affordable Housing) Residential District
R-3-A	Manufactured Home Subdivision District
R-3-B	Manufactured Home Park District
R-4	Multi-family Residential District
RG	Garden Home Residential District
RT	Townhouse Residential District
A-1	Agricultural District
O&I	Office and Institutional District
B-1	Neighborhood Commercial District
B-2	General Business District
B-3	Historical Business District
M-1	Light Industrial District
M-2	Heavy Industrial District
M-3	Heavy Industrial District
MR	Municipal Reserve District

Questions concerning the exact location of district boundary lines shall be decided by the ZBA, as outlined in [§2.5](#) Interpretation of District Boundaries. The zoning district regulations are supplemented by the following Articles and provisions of this Ordinance:

Administration and Review Procedures, Art. 2

Definitions, Art. 3

General Regulations, Art. 4

Supplemental Regulations, Art. 6

Use Specific Regulations, Art. 7

Off-street Parking and Loading Regulations, Art. 8

Landscaping Regulations, Art. 9

Buffer Requirements, [§9.2 Buffers](#).

The District regulations are as described following.

E-1 Single family Residential (Estate) District

Intent. To provide areas suitable for detached single family residences on large lots, along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: One (1) acre

Minimum Lot Width: 100 ft

Minimum Yard Setbacks:

Front: Fifty (50) ft, or if fronting on undedicated road: Sixty (60) ft from the centerline

Rear: Fifty (50) ft

Side: Fifteen (15) ft *Long Branch is 12'

Maximum Height: Thirty-five (35) ft or 2-1/2 stories

Minimum Livable Floor Area: 1,300 sf of heated space, ground level or above

Corner Lot setbacks shall be the same on both streets.

R-1 Single family Residential District

Intent. To provide areas for medium density detached single family residences, along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: 15,000 sf

Minimum Lot Width: 100 ft

Minimum Yard Size:

Front: Thirty-five (35) ft, or if fronting on undedicated road: Sixty (60) ft from the centerline

Rear: Forty (40) ft

Side: Ten (10) ft

Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See figure below.

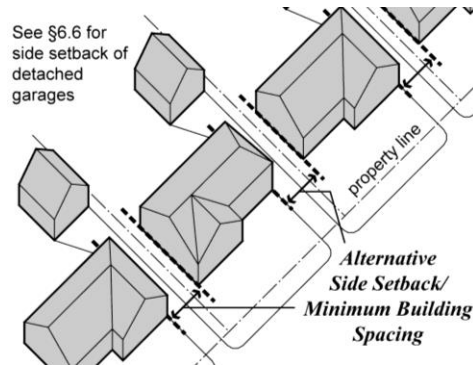


Figure 5-2: Alternative Side Setback/Minimum Building Spacing

Maximum Height: Thirty-five (35) ft or 2-1/2 stories

Minimum Floor Area: 1,200 sf of heated space ground level or above

Corner Lot setbacks shall be the same on both streets.

R-2 Single family Residential District

Intent. To provide areas for medium density single family residences along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: 12,000 sf

Minimum Lot Width: Seventy-five (75) ft

Minimum Yard Setbacks:

Front: Thirty-five (35) ft

Secondary front (for Standard Corner Lots): twenty (20) ft

Rear: Forty (40) ft

Side: Ten (10) ft

Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See [Figure 5-2](#).

Maximum Height: Thirty-five (35) ft or 2-1/2 stories

Minimum Floor Area: 1,200 sf of heated space ground level or above

For non-standard Corner Lots, front yard setbacks shall be the same on both streets.

R-2-A Single family Residential District

Intent. To provide areas suitable for medium density detached single family residences, along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: 10,000 sf

Minimum Lot Width: Sixty-five (65) ft

Minimum Yard Setback:

Front: Thirty-five (35) ft

Secondary front (for Standard Corner Lots): twenty (20) ft

Rear: Thirty (30) ft

Side: Ten (10) ft

Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See [Figure 5-2](#).

Maximum Height: Thirty-five (35) ft or 2-1/2 stories

Minimum Livable Floor Area: 1,000 sf of heated space ground level or above

For non-standard Corner Lots, front yard setbacks shall be the same on both streets.

R-3 Single family (Affordable Housing) Residential District

Intent. To provide areas suitable for medium density detached single family residences, along with manufactured homes, duplexes and selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: 8,000 sf

Minimum Lot Width: Sixty (60) ft

Minimum Yard Size:

Front: Twenty-five (25) ft

Secondary front (for Standard Corner Lots only): 20 ft

Rear: Thirty (30) ft

Side: Ten (10) ft

Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See [Figure 5-2](#).

Maximum Height: Thirty-five (35) ft or 2 1/2 stories

Minimum Floor Area: 600 sf, of heated space ground level or above

For non-standard Corner Lots, front yard setbacks shall be the same on both streets.

R-3A Manufactured Home Subdivision District

Intent. To provide areas for Manufactured Home Subdivision Development, free from other uses which are incompatible with the character and intent of this district.

Use Regulations. Refer to [Table 5.1](#).

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: 7,500 sf [15,000 sf if septic tanks and field lines are required]

Minimum Lot Width: Fifty (50) ft

Minimum Yard Setbacks:

Front: Thirty-five (35) ft

Rear: Thirty-five (35) ft

Side: Eight (8) ft

Corner Lots: Setbacks shall be the same on both streets

Manufactured Home Standards

Only Class A Manufactured Homes, as defined in [§3.5 Uses Defined](#), shall be permitted.

Each manufactured home shall be provided with two (2) off-street parking spaces, with all streets and parking spaces in complete compliance with the Calera Subdivision Regulations relative to street standards.

All manufactured homes shall be installed according to all requirements of the City Building Code and shall be completely skirted within thirty (30) days from the date the home is moved on a lot with weather resistance material. Skirting shall be adequately vented.

Procedure for Plat Approval. Layout plans for all manufactured home subdivisions shall be prepared by a Registered Engineer and submitted to the Commission for review and approval of construction. This site plan shall include the following:

Area and dimensions of the site

Number of lots, dimensions and layout of all lots

Location, size and layout of all utilities and streets

Assessment of drainage conditions by a Registered Engineer, including all proposed measures needed to rectify problems, where they exist

Street plan, including all off-street parking

Assessment of traffic conditions, including all proposed measures needed to rectify problems where they exist

Location and type of all street lighting

Location of all fire hydrants

Additional Regulations

All manufactured homes shall be individually owned.

The subdivisions shall be in accordance with all applicable Sections of the City's Subdivision Regulations.

All access points shall be as approved by the City Engineer in accord with the Public Works Manual.

The subdivision shall be served with water, sanitary facilities, and adequate drainage facilities and such plans shall be submitted to both the City Engineer and the Commission for review and approval.

R-3-B Manufactured Home Park District

Intent. To provide areas for Manufactured Home Parks, free from other uses which are incompatible with the character and intent of this district.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

The following uses shall be permitted: Class A and B Manufactured Homes, management office, manager's residence, service facilities such as laundromats, garbage pick-up areas, accessory structures and buildings, outdoor storage yards, recreational areas and facilities along with retail convenience sales intended to serve the residents of the park and their guests.

Site Standards. A site plan shall be prepared and submitted for each manufactured home park, and:

The minimum site area for the manufactured home park shall be twenty (20) contiguous acres of land with access to a public street of not less than fifty (50) ft in width.

Each manufactured home space shall have a minimum of 5,000 sf and have a minimum width of forty-five (45) ft at the front lot line.

Each manufactured home space shall be set back a minimum of thirty-five (35) ft from any park boundary line and ten (10) ft from any other lot line.

Minimum Yard Setbacks:

Front Yard: Twenty-five (25) ft, or if fronting on undedicated road: sixty (60) ft from the centerline

Rear Yard: Ten (10) ft

Side Yard: Ten (10) ft

No manufactured home may be located closer than twenty (20) ft to another such home on an adjacent lot.

The maximum density shall be six (6) manufactured homes per gross tract acre, if not served by public water and sewer. A lower density may be required by the County Health Department.

Location and type of street lighting as recommended by the Alabama Power Company or comparable engineering data.

Location and type of fire hydrants to be coordinated with City of Calera Fire Department.

Each manufactured home park shall be provided with a park and recreational area having a minimum area of 100 sf per manufactured home space. Such areas shall be consolidated into usable areas.

Installation. All manufactured homes shall be installed according to all requirements of the City Building Code; and, be completely skirted within thirty (30) days from the date the home is moved into the park with a weather resistant material. Skirting shall be adequately vented.

Storage Facilities, Accessory Uses and Structures. A maximum of 100 sf of storage area shall be provided for each space. Alternatively, park management may provide common storage lockers at an equivalent capacity. Permitted accessory structures on manufactured home spaces shall include all accessory structures permitted on the lots of single family residences, except for private swimming pools and satellite dish antennas. Such accessory uses shall not be permitted closer than five (5) ft from the rear and side boundaries of each space. Carports may be permitted in the front yard but shall not be permitted within five (5) ft of the front building line. However, such shall not be permitted within five (5) ft of the rear and side boundaries of each space and twenty-five (25) ft from front lot lines; and, in the case of a corner lot, twenty-five (25) ft from the lot lines adjacent to a street.

Off-street parking and Streets. Two-way private, paved streets (maintained by the park management) shall be installed to furnish convenient access to all manufactured home spaces within the park and such streets shall be in complete conformance with City street standards. No manufactured (mobile) home shall have its own access into a public street. Dead-end streets shall have turn-arounds in conformance with City street standards and each manufactured home shall have two (2) paved, off-street parking spaces. In addition, the location of all driveways shall be shown on the required site plan and approved by the Commission.

Service Facilities. Common recreational facilities and laundromats shall be provided for the use of park residents and their guests only. Garbage collection and disposal shall be the responsibility of park management and common garbage pick-up points shall be provided and screened as required in [§9.4 Screening](#).

Required park and recreational areas shall be provided in one or more centrally located, usable areas easily accessible to all park residents. Such space shall be maintained in a usable and sanitary condition.

Every Manufactured Home Park of ten (10) or more spaces shall be provided with above- or below-grade storm shelters, which shall:

- have a minimum floor area of ten (10) sf for each Manufactured Home space.

- Be designed by a licensed structural engineer or architect and built in accord with plans as approved by the Building Official.

- Be designed and constructed to meet the minimum lighting, ventilation and exiting requirements of the Building Code, Mechanical Code, Plumbing Code and Electrical Code, where applicable.

- Be designed and constructed to meet all applicable requirements of the Americans with Disabilities Act (ADA).

- Be located no farther than 1,320 linear ft from the furthest Manufactured Home space on-site.

Buffer Requirements. See [§9.2 Buffers](#).

Signs. Internal signs shall be in conformance with park management policy. If no such policy exists, the same signs permitted in other single family districts shall apply.

Landscaping. All required yards shall be permanently landscaped and maintained with ground cover, trees and shrubs.

Deck/Patio. Each Manufactured Home should be provided with a deck or patio of at least 200 sf.

Ownership. All Manufactured Homes are to be leased or rented only and are not to be sold individually.

Fences. Fences shall be in accordance with the provisions of [§6.4 Fences and Walls](#).

R-4 Multi-family Residential District

Intent. To provide areas for multi-family residential development along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#) and the provisions herein:

Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Maximum Building Height: three (3) stories

Regulations for Multi-family Uses, Assisted and Independent Living Facilities:

- Minimum Lot Area: None specified, although the maximum density shall be twenty (20) units per acre

- Minimum Lot Width: 200 ft

- Corner Lots shall have the same setbacks on both streets

- Minimum Livable Floor Area: 500 sf of heated space per unit, ground level or above

- All principal buildings shall be set back from parking areas and driveways by not less than twenty (20) ft.

- Minimum Open Space shall be as required per [§7.7](#) for Assisted Living Facilities and per [§7.15](#) for Multi-Family developments and Independent Living Facilities.

For multi-family buildings (one building per lot):

- Minimum Yard Setbacks:

 - Front: Fifteen (15) ft

 - Rear: Thirty (30) ft

 - Side: None, except as required by the Building and Fire Code.

- Off-street parking shall be to the side or the rear.

For multi-family complexes, assisted living facilities and independent living facilities, no building shall be nearer a dedicated street than thirty-five (35) ft. All multiple dwelling buildings shall be separated by not less than:

- Forty (40) ft front to front
- Fifteen (15) ft front to end
- Thirty (30) ft front to end
- Fifty (50) ft front to back
- Twenty (20) ft end to end
- Any other situations: Ten (10) ft

Requirements for Other Uses.

Public Buildings. See [§7.16](#).

Places of Assembly, Group Care Homes, Boarding Houses and Duplexes shall comply with the following setbacks:

- Front: Twenty-five (25) ft
- Rear: Thirty (30) ft
- Side: Ten (10) ft

Additional Regulations

For multi-family complexes and any other permitted use with multiple buildings, A Site Development Plan is required, which provides for:

Convenient vehicular servicing of the buildings, satisfactory circulation of traffic in the parking areas, and no undue interference with through traffic in gaining ingress and egress from the proposed site

A preliminary plan or engineering report providing for the site grading, storm drainage, sanitary sewerage and water supply prepared by a Registered Engineer

Suitable entrance and exit points adjoining public streets serving the proposed development, which shall be properly illuminated to reduce traffic safety hazards

Garbage and refuse collection facilities shall be the responsibility of apartment management and shall be screened as required in [§9.4 Screening](#).

RG Residential Garden Home District

Intent. To provide areas suitable for the development of residential garden homes along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

Use Regulations. Refer to [Table 5.1](#).

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Area: 6,000 sf

Minimum Lot Width: sixty (60) ft

Minimum Yard Setbacks:

- Front: Twenty (20) ft
- Rear: Twenty-five (25) ft
- Side: Ten (10) ft

Corner Lots shall have the same setbacks on both streets.

No building in an RG District shall be located less than twenty-five (25) ft from any boundary of the RG Development abutting single family residential zoning districts.

Alternative setback provisions for new subdivisions: When required parking is provided within a detached structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, the side yard is sized to accommodate, at a minimum, the width of the driveway.

Minimum Floor Area:

One story: 1,000 sf

Two story: 850 sf on first floor

Additional Regulations (When Applicable)

No fence shall be permitted forward of the front corner of the house.

No Garden Home site shall share the same block frontage with detached single-family dwellings or duplexes unless separated by an alley, watercourse or buffer.

All utilities shall be placed underground or in an alley for rear-loaded lots.

All lots shall be served by water and sewer.

There shall be two (2) paved, off-street parking spaces for each unit

Customary accessory buildings or structures, one (1) per parcel or lot, shall not exceed 200 sf. That portion of a detached accessory structure devoted to required parking shall not be counted against this allowance.

RT Residential Townhouse District

Intent. To provide areas suitable for Townhouse Residential Dwellings

Use Regulations. Refer to [Table 5.1](#).

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Maximum Density: Ten (10) units per gross tract acre, including common area

Minimum Lot Width: Eighteen (18) ft for townhouses; otherwise the minimum lot width shall be as necessary to provide fire separation in accordance with the Fire/Building Code

Minimum Yard Setbacks:

Front: Townhouses shall be set back no less than ten (10) ft from the front lot line. Where the front yard is less than fifteen (15) ft, the ground floor of the unit shall be no less than two (2) ft above grade level at the sidewalk. If front-loaded, units shall be setback thirty-five (35) ft from the front lot line.

Rear: For dwellings, the minimum rear yard setback shall be thirty (30) ft. Where an alley is present at the rear of the lot, the minimum rear yard setback for accessory buildings shall be twelve (12) ft from the alley centerline.

Side: Zero (0) ft for townhouses; as required by the Fire/Building Code in all other cases

Townhouse dwellings shall be located at least fifteen (15) ft from the RT District boundary as depicted on the site development plan; twenty (20) ft from an E-1, R-1, R-2, R-3 or R-G District.

Corner Lots: Shall have the same setbacks on both streets.

Maximum Height: Thirty-five (35) ft or 2 1/2 stories

Minimum Livable Floor Area:

One (1) story Townhouse: 1,000 sf

One and one-half (1 1/2) or two (2) story Townhouse: 500 sf on the first floor

Total minimum for townhouse: 1,000 sf

Eave Overhangs: Cornices or eaves may extend into adjoining property when allowed by properly executed and recorded covenants between property owners. All such cornices and eaves shall be fire-proof.

Building Groups. No less than three (3) nor more than eight (8) Townhouses shall be located within a continuous building group and no interconnection or overlapping between individual dwelling units shall be permitted.

A Site Development Plan is required which provides for:

Convenient vehicular servicing of the buildings, satisfactory circulation of traffic in the parking areas, and no undue interference with through traffic in gaining ingress and egress to the proposed site.

A preliminary plan or engineering report providing for the site grading, storm drainage, sanitary sewerage and water supply, prepared by a Registered Engineer.

Suitable entrance and exit points adjoining public streets serving the proposed development, which shall be properly illuminated to reduce traffic hazards.

Additional Regulations (When Applicable)

Parking.

For front setbacks less than twenty-five (25) ft, all required parking shall be within a front-loaded garage or within common or individual parking areas accessed at the rear of units by an alley or common drive.

The minimum depth of off-street parking spaces shall be measured from back of sidewalk, if front-loaded. No parking shall be permitted on a driveway less than twenty (20) ft in depth from the sidewalk to the building line. Any lots for semi-detached or detached dwellings less than sixty (60) ft wide shall be rear-loaded.

Required parking spaces shall not be permitted along existing streets.

No Townhouse site shall share the same block frontage with detached single-family dwellings or duplexes unless separated by an alley, watercourse or buffer.

Building groups shall be planned so that all units on the same block frontage are either front-loaded or rear-loaded.

Adequate provisions for emergency access from the rear of lots may be required by the Fire Marshal for lots less than sixty (60) ft in width.

A sidewalk of at least thirty-six (36) inches in width shall be provided connecting from the front entrance of each unit to the rear of the building group for unobstructed access to the rear of each unit. Where units are set back no more than twenty (20) ft from the sidewalk along the street, such sidewalk may be used as a part of this required access. Where such access must cross lots, an easement of five (5) ft in width shall be provided.

An easement appurtenant across lots shall be provided where a property owner must cross an adjoining property to reach his or her own property with gates provided if fence extends to the property line.

The applicant shall provide for and establish an organization or other legal entity for the ownership and maintenance of any commonly owned areas designated as such on the site development plan (see also [§6.11](#)). Such organization shall be created by covenants running with the land and such deed restrictions or covenants shall be duly recorded in the Office of the Probate Judge.

No fences shall be allowed in the front yard for front-loaded units.

Private swimming pools are prohibited on individual townhouse lots in the RT District but may be placed in a common area.

All utilities shall be placed underground or in an alley for rear-loaded lots.

All lots shall be served by water and sewer.

Garbage and refuse collection and disposal shall be the responsibility of management and such collection facilities shall be screened as required in [§9.4 Screening](#).

Table 5.1 Permitted Uses for Residential Districts										
	E-1	R-1	R-2	R-2A	R-3	R-3A	R-3B	R-4	RG	RT
<i>Agricultural Uses</i>										
Hobby Farms, §7.2	Y									
<i>Residential Uses</i>										
Accessory Dwellings, §7.17	SE	SE	SE	SE	SE					
Boarding Houses					Y			Y		
Duplexes					Y			Y		
Conservation Subdivisions, §7.19	Y	Y	Y	Y	Y					
Cottage Subdivisions, §7.20				Y	Y					
Family Day Care Homes, §7.21	Y	Y	Y	Y	Y	Y	Y		SE	SE
Garden Homes									Y	
Group Care Home (4 or less residents)			Y	Y				Y		
Group Care Home (10 or less residents)			SE	SE				Y		
Home Occupations, §7.9	Y	Y	Y	Y	Y	Y			Y	Y
Independent Living Facilities, §7.15								Y		
Manufactured, Modular Homes					Y	Y				
Manufactured Home Parks							Y			
Manufactured Home Subdivisions						Y				
Multi-family Dwellings, §7.15					Y	Y		Y		
Single-family Dwellings, Detached	Y	Y	Y	Y	Y					Y
Single-family Dwellings, Semi-detached										Y
Townhouses										Y
<i>Residential Accessory Uses</i>										
Customary Accessory Structures, §6.6	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Garage Sales, §6.9	Y	Y	Y	Y	Y	Y		Y	Y	Y
Private Swimming Pools, §6.10	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Private Tennis Courts, §6.10	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Satellite Dish Antennas, §6.7	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<i>Institutional Uses</i>										
Assisted Living Facilities, §7.7								SE		
Cemeteries, §7.8	Y									
Country Clubs	Y	Y	Y							
Group Care Home (more than 10 residents)								SE		
Parks	Y	Y	Y	Y	Y			Y		
Places of Assembly	SE	SE	SE	SE	SE			SE	SE	SE
Public Buildings, §7.16	Y	Y	Y	Y	Y			Y	Y	Y
Public Utility Facilities	SE	SE	SE	SE	SE			SE	SE	SE
Public Utility Services	Y	Y	Y	Y	Y			Y	Y	Y
Schools	C	C	C	C	C			C		
<i>Commercial Uses</i>										
Bed and Breakfasts, §7.18			Y		Y					
<i>Telecommunications Uses</i>										
Wireless Facilities, §7.11	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Y – The use is permitted by right subject to any limitations of the applicable district. Similar uses to those listed may also be permitted subject to §2.6 Interpretation of Uses and §2.7 Unclassified Uses. SE – Special Exception Use, requires approval by ZBA (see §2.8). May also be subject to district limitations. C – Conditional Use, requires approval by the Commission (see §2.9). May also be subject to district limitations. A use followed by a numeric cross-reference is also subject to the regulations referenced. A blank cell indicates that the use is not permitted.										

A-1 Agricultural District

Intent. This district consists primarily of undeveloped lands where agricultural and related pursuits may occur within the City and where agriculture support centers may serve outlying areas beyond the City. Further, the intent of the A-1 District is to preserve these areas in agriculture, forestry, rural residential and other limited, yet compatible land uses until such time as a higher density development pattern may be desired and City services can be expanded to accommodate this development.

Use Regulations. Refer to [Table 5.2](#) and the provisions herein.

Those institutional uses listed herein as permitted or as Special Exception Uses shall be limited to medium intensity as provided in [§3.5.3](#) unless approved by the Commission as a Conditional Use.

Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

Minimum Lot Size: 20,000 sf

Minimum Yard Size:

Front: Forty (40) ft

Rear: Forty-five (45) ft

Side: Fifteen (15) ft

Maximum Height: Thirty-five (35) ft or 2-1/2 stories

In the A-1 Agricultural District, no structure housing livestock or fowl of any kind shall be located any closer than 100 ft from any property line of a district other than an A-1 Agricultural District. In any event, no such structure shall be located any closer than 300 ft from the nearest then existing residence other than that of the owner of the property.

Regulations for Manufactured Homes. Manufactured homes shall be permitted subject to the following requirements:

All manufactured homes, as located on the proposed site, shall be at least seventy-five (75) ft from the nearest residential structure, excluding another such home.

Water and sanitary facilities must be approved by the City, as well as the County Health Department.

Site Requirements:

Minimum Lot Width: 100 ft

Minimum Lot Area: 15,000 sf

Yard Requirements:

Front: Thirty-five (35) ft

Undedicated street: Sixty (60) ft from centerline

Side: Fifteen (15) ft

Rear: Thirty-five (35) ft

Parcel and adjacent property, under the same ownership, will allow the following:

One (1) home: 15,000 sf

Two (2) homes: One (1) acre minimum

Only two additional homes, three including the principal structure, shall be permitted.

(2) **WHEREAS**, the Code of Ordinances of the City of Calera, Alabama is hereby amending the Zoning Ordinance Article 5 Establishment of Districts by:

Adding:

Article 5 ESTABLISHMENT OF DISTRICTS

In order to carry out the intent and purpose of this Zoning Ordinance, the City of Calera is hereby divided into the following districts. The location, boundaries and area of which are and shall be, as shown and depicted upon the official zoning map. The said districts are to be as follows:

E-1	Single family Residential (Estate) District
R-1	Single family Residential District
R-2	Single family Residential District
R-2-A	Single family Residential District
R-3	Single family (Affordable Housing) Residential District
R-3-A	Manufactured Home Subdivision District
R-3-B	Manufactured Home Park District
R-4	Multi-family Residential District
RG	Garden Home Residential District
RT	Townhouse Residential District
A-1	Agricultural District
O&I	Office and Institutional District
B-1	Neighborhood Commercial District
B-2	General Business District
B-3	Downtown District
M-1	Light Industrial District
M-2	Heavy Industrial District
M-3	Heavy Industrial District
MR	Municipal Reserve District
MXD	Mixed-Use District

Questions concerning the exact location of district boundary lines shall be decided by the ZBA, as outlined in §2.5 Interpretation of District Boundaries. The zoning district regulations are supplemented by the following Articles and provisions of this Ordinance:

1. Administration and Review Procedures, Art. 2
2. Definitions, Art. 3
3. General Regulations, Art. 4
4. Supplemental Regulations, Art. 6
5. Use Specific Regulations, Art. 7
6. Off-street Parking and Loading Regulations, Art. 8
7. Landscaping Regulations, Art. 9
8. Buffer Requirements, §9.2 Buffers.

Note: As of the date of the adoption of this zoning ordinance, any proposed subdivision of land that has already obtained any of the following shall be “grandfathered” and governed by the City’s zoning ordinance in effect as of the latest to occur of the following: (1) preliminary plat approval; (2) final plat approval; (3) issuance of a building permit; and/or (4) any extension or renewal of the foregoing. Provided, however, this “grandfather” exemption shall lapse and expire as to an exempt unimproved property if a permit for the construction of improvements on that property, or some portion thereof, has not been requested from the City for a continuous period of 12 months from the later of the date of approval of the latest of the foregoing events, or from the date of expiration of the last building permit obtained on that property, or some portion thereof. Additionally, if any lot shown in a preliminary or final plat is ever altered, or if unplatted land referenced in such a plat is hereafter proposed to be subdivided, such new lots will not have the foregoing “grandfather” exemption. Instead, such new lots shall conform to the provisions of the zoning ordinance then in effect.

The District regulations are as described following:

§5.1. E-1 Single family Residential (Estate) District

Intent. To provide areas suitable for detached single family residences on large lots, along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

5.1.1. Use Regulations. Refer to Table 5.1 and the provisions herein:

1. Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in §3.5.3 unless approved by the Commission as a Conditional Use.

5.1.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: One (1) acre
2. Minimum Lot Width: 150 ft
3. Minimum Yard Setbacks:
 - a. Front: Seventy-five (75) ft, or if fronting on undedicated road: Sixty (60) ft from the centerline
 - b. Rear: Seventy-five (75) ft
 - c. Side: Twenty-five (25) ft
4. Maximum Height: Thirty-five (35) ft or 2-1/2 stories
5. Minimum Livable Floor Area:
 - a. One story: 2,400 sf
 - b. More than one story: 1,800 sf on first floor, 2800 sf total
6. Corner Lot setbacks shall be the same on both streets.

§5.2. R-1 Single family Residential District

Intent. To provide areas for medium density detached single family residences, along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

5.2.1. Use Regulations. Refer to Table 5.1 and the provisions herein:

1. Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in §3.5.3 unless approved by the Commission as a Conditional Use.

5.2.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: 20,000 sf
2. Minimum Lot Width: 100 ft
3. Minimum Yard Size:
 - a. Front: Fifty (50) ft, or if fronting on undedicated road: Sixty (60) ft from the centerline
 - b. Rear: Fifty (50) ft
 - c. Side: Fifteen (15) ft
 - d. Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See figure below.

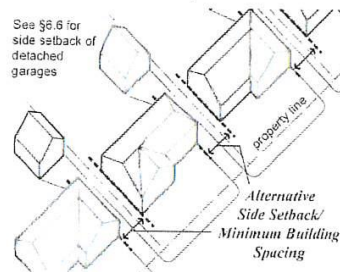


Figure 5-2: Alternative Side Setback/Minimum Building Spacing

4. Maximum Height: Thirty-five (35) ft or 2-1/2 stories
5. Minimum Floor Area:
 - a. One story: 2,000 sf
 - b. More than one story: 1,500 sf on first floor, 2400 sf total
6. Corner Lot setbacks shall be the same on both streets.

§5.3. R-2 Single family Residential District

Intent. To provide areas for medium density single family residences along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

5.3.1. Use Regulations. Refer to Table 5.1 and the provisions herein:

1. Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in §3.5.3 unless approved by the Commission as a Conditional Use.

5.3.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: 15,000 sf
2. Minimum Lot Width: Seventy-five (75) ft

3. Minimum Yard Setbacks:

- a. Front: Thirty-five (35) ft
- b. Secondary front (for Standard Corner Lots): twenty (20) ft
- c. Rear: Forty (40) ft
- d. Side: Ten (10) ft
- e. Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See Figure 5-2.

4. Maximum Height: Thirty-five (35) ft or 2-1/2 stories

5. Minimum Floor Area:

- a. One story: 1,600 ft
- b. More than one story: 1,200 sf on first floor, 2,200 sf total

6. For non-standard Corner Lots, front yard setbacks shall be the same on both streets.

§5.4. R-2-A Single family Residential District

Intent. To provide areas suitable for medium density detached single family residences, along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

5.4.1. Use Regulations. Refer to Table 5.1 and the provisions herein:

1. Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in §3.5.3 unless approved by the Commission as a Conditional Use.

5.4.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: 10,000 sf
2. Minimum Lot Width: Seventy-five (75) ft
3. Minimum Yard Setback:
 - a. Front: Thirty-five (35) ft
 - b. Secondary front (for Standard Corner Lots): twenty (20) ft
 - c. Rear: Thirty (30) ft
 - d. Side: Ten (10) ft
 - e. Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See Figure 5-2.
4. Maximum Height: Thirty-five (35) ft or 2-1/2 stories
5. Minimum Livable Floor Area:
 - a. One story: 1,500 sf
 - b. More than one story: 1,500 sf on first floor, 2,200 sf total
6. For non-standard Corner Lots, front yard setbacks shall be the same on both streets.

§5.5. R-3 Single family (Affordable Housing) Residential District

Intent. To provide areas suitable for medium density detached single family residences, along with manufactured homes, duplexes and selected institutional and commercial uses which are integrally related to residential neighborhoods.

5.5.1. Use Regulations. Refer to Table 5.1 and the provisions herein:

1. Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in

§3.5.3 unless approved by the Commission as a Conditional Use.

5.5.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: 10,000 sf
2. Minimum Lot Width: Seventy (70) ft
3. Minimum Yard Setbacks:
 - a. Front: Thirty (30) ft
 - b. Secondary front (for Standard Corner Lots only): 20 ft
 - c. Rear: Thirty (30) ft
 - d. Side: Ten (10) ft
 - e. Alternative setback provisions for new subdivisions: When required parking is provided within a structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft. In such cases and when front-loaded, a minimum building spacing of twenty (20) ft shall be required instead of a side yard setback. See Figure 5-2.
4. Maximum Height: Thirty-five (35) ft or 2 1/2 stories
5. Minimum Floor Area:
 - a. One story: 1,500 sf
 - b. More than one story: 1,500 sf on first floor, 2,200 sf total
6. For non-standard Corner Lots, front yard setbacks shall be the same on both streets.

§5.6. R-3A Manufactured Home Subdivision District

Intent. To provide areas for Manufactured Home Subdivision Development, free from other uses which are incompatible with the character and intent of this district.

5.6.1. Use Regulations. Refer to Table 5.1.

5.6.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: 7,500 sf [15,000 sf if septic tanks and field lines are required]
2. Minimum Lot Width: Sixty (60) ft
3. Minimum Yard Setbacks:
 - a. Front: Thirty-five (35) ft
 - b. Rear: Thirty-five (35) ft
 - c. Side: Ten (10) ft
 - d. Corner Lots: Setbacks shall be the same on both streets

5.6.3. Manufactured Home Standards

1. Only Class A Manufactured Homes, as defined in §3.5 Uses Defined, shall be permitted.
 2. Each manufactured home shall be provided with two (2) off-street parking spaces, with all streets and parking spaces in complete compliance with the Calera Subdivision Regulations relative to street standards.
 3. All manufactured homes shall be installed according to all requirements of the City Building Code and shall be completely skirted within thirty (30) days from the date the home is moved on a lot with weather resistance material. Skirting shall be adequately vented.
- 5.6.4. Procedure for Plat Approval. Layout plans for all manufactured home subdivisions shall be prepared by a Registered Engineer and submitted to the Commission for review and approval of construction. This site plan shall include the following:
1. Area and dimensions of the site
 2. Number of lots, dimensions and layout of all lots

3. Location, size and layout of all utilities and streets
4. Assessment of drainage conditions by a Registered Engineer, including all proposed measures needed to rectify problems, where they exist
5. Street plan, including all off-street parking
6. Assessment of traffic conditions, including all proposed measures needed to rectify problems where they exist
7. Location and type of all street lighting
8. Location of all fire hydrants

5.6.5. Additional Regulations

1. All manufactured homes shall be individually owned.
2. The subdivisions shall be in accordance with all applicable Sections of the City's Subdivision Regulations.
3. All access points shall be as approved by the City Engineer in accord with the Public Works Manual.
4. The subdivision shall be served with water, sanitary facilities, and adequate drainage facilities and such plans shall be submitted to both the City Engineer and the Commission for review and approval.

§5.7. R-3-B Manufactured Home Park District

Intent. To provide areas for Manufactured Home Parks, free from other uses which are incompatible with the character and intent of this district.

5.7.1. Use Regulations. Refer to Table 5.1 and the provisions herein:

1. The following uses shall be permitted: Class A and B Manufactured Homes, management office, manager's residence, service facilities such as laundromats, garbage pick-up areas, accessory structures and buildings, outdoor storage yards, recreational areas and facilities along with retail convenience sales intended to serve the residents of the park and their guests.

5.7.2. Site Standards. A site plan shall be prepared and submitted for each manufactured home park, and:

1. The minimum site area for the manufactured home park shall be twenty (20) contiguous acres of land with access to a public street of not less than fifty (50) ft in width.
 2. Each manufactured home space shall have a minimum of 7,500 sf and have a minimum width of sixty (60) ft at the front lot line.
 3. Each manufactured home space shall be set back a minimum of thirty-five (35) ft from any park boundary line and ten (10) ft from any other lot line.
 4. Minimum Yard Setbacks:
 - a. Front Yard: Thirty-five (35) ft, or if fronting on undedicated road: sixty (60) ft from the centerline
 - b. Rear Yard: Thirty-five (35) ft
 - c. Side Yard: Twenty (20) ft
 5. The maximum density shall be six (6) manufactured homes per gross tract acre, if not served by public water and sewer. A lower density may be required by the County Health Department.
 6. Location and type of street lighting as recommended by the Alabama Power Company or comparable engineering data.
 7. Each manufactured home park shall be provided with a park and recreational area having a minimum area of 150 sf per manufactured home space. Such areas shall be consolidated into usable areas.
 8. Location and type of fire hydrants to be coordinated with City of Calera Fire Department.
 9. Each manufactured home park shall be provided with a park and recreational area having a minimum area of 100 sf per manufactured home space. Such areas shall be consolidated into usable areas.
- 5.7.3. Installation. All manufactured homes shall be installed according to all requirements of the City Building Code; and, be completely skirted within thirty (30) days from the date the home is moved into the park with a weather resistant material. Skirting shall be adequately vented.

- 5.7.4. Storage Facilities, Accessory Uses and Structures. A maximum of 100 sf of storage area shall be provided for each space. Alternatively, park management may provide common storage lockers at an equivalent capacity. Permitted accessory structures on manufactured home spaces shall include all accessory structures permitted on the lots of single family residences, except for private swimming pools and satellite dish antennas. Such accessory uses shall not be permitted closer than five (5) ft from the rear and side boundaries of each space. Carports may be permitted in the front yard but shall not be permitted within five (5) ft of the front building line. However, such shall not be permitted within five (5) ft of the rear and side boundaries of each space and twenty-five (25) ft from front lot lines; and, in the case of a corner lot, twenty-five (25) ft from the lot lines adjacent to a street.
- 5.7.5. Off-street parking and Streets. Two-way private, paved streets (maintained by the park management) shall be installed to furnish convenient access to all manufactured home spaces within the park and such streets shall be in complete conformance with City street standards. No manufactured (mobile) home shall have its own access into a public street. Dead-end streets shall have turn-arounds in conformance with City street standards and each manufactured home shall have two (2) paved, off-street parking spaces. In addition, the location of all driveways shall be shown on the required site plan and approved by the Commission.
- 5.7.6. Service Facilities. Common recreational facilities and laundromats shall be provided for the use of park residents and their guests only. Garbage collection and disposal shall be the responsibility of park management and common garbage pick-up points shall be provided and screened as required in §9.4 Screening.
1. Required park and recreational areas shall be provided in one or more centrally located, usable areas easily accessible to all park residents. Such space shall be maintained in a usable and sanitary condition.
 2. Every Manufactured Home Park of ten (10) or more spaces shall be provided with above- or below-grade storm shelters, which shall:
 - a. have a minimum floor area of ten (10) sf for each Manufactured Home space.
 - b. Be designed by a licensed structural engineer or architect and built in accord with plans as approved by the Building Official.
 - c. Be designed and constructed to meet the minimum lighting, ventilation and exiting requirements of the Building Code, Mechanical Code, Plumbing Code and Electrical Code, where applicable.
 - d. Be designed and constructed to meet all applicable requirements of the Americans with Disabilities Act (ADA).
 - e. Be located no farther than 1,320 linear ft from the furthest Manufactured Home space on-site.
- 5.7.7. Buffer Requirements. See §9.2 Buffers.
- 5.7.8. Signs. Internal signs shall be in conformance with park management policy. If no such policy exists, the same signs permitted in other single family districts shall apply.
- 5.7.9. Landscaping. All required yards shall be permanently landscaped and maintained with ground cover, trees and shrubs.
- 5.7.10. Deck/Patio. Each Manufactured Home should be provided with a deck or patio of at least 200 sf.
- 5.7.11. Ownership. All Manufactured Homes are to be leased or rented only and are not to be sold individually.
- 5.7.12. Fences. Fences shall be in accordance with the provisions of §6.4 Fences and Walls.

§5.8. R-4 Multi-family Residential District

Intent. To provide areas for multi-family residential development along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

- 5.8.1. Use Regulations. Refer to Table 5.1 and the provisions herein:
1. Those institutional uses listed as permitted or as Special Exception Uses shall be limited to low intensity as provided in §3.5.3 unless approved by the Commission as a Conditional Use.
- 5.8.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required (see also §7.15 Multi-family Dwellings for requirements applicable to all Multiple-family development types):
1. Maximum Building Height: three (3) stories
 2. Regulations for Multi-family Uses, Assisted and Independent Living Facilities:

- a. Minimum Lot Area: None specified, although the maximum density shall be ten (10) units per acre
- b. Minimum Lot Width: 200 ft
- c. Corner Lots shall have the same setbacks on both streets
- d. Minimum Livable Floor Area:
 - (1) Two-family dwelling – same as the R-2 District
 - (2) Multiple dwellings – 800 sf per dwelling
 - (3) Independent living facility – 500 sf per dwelling unit
 - (4) No minimum floor area for assisted living units
- e. All principal buildings shall be set back from parking areas and driveways by not less than twenty (20) ft.
- f. Minimum Open Space shall be as required per §7.7 for Assisted Living Facilities and per §7.15 for Multi-Family developments and Independent Living Facilities.

3. For multi-family buildings (one building per lot):

- a. Yard Setbacks:
 - (1) Front: Fifteen (15) ft minimum, thirty-five (35) ft maximum
 - (2) Rear: Three (3) ft minimum, thirty (30) ft maximum
 - (3) Side: None, except as required by the Building and Fire Code.
- b. Off-street parking shall be to the side or the rear.

4. For multi-family complexes, assisted living facilities and independent living facilities:

- a. No building shall be nearer a dedicated street than thirty-five (35) ft.
- b. All multiple dwelling buildings shall be separated by not less than 20 ft, unless a more restrictive separation is required to comply with the International Building Code, as amended, and the International Fire Code.
- c. Sidewalks, of at least five (5) ft, shall be provided throughout the development for interconnectivity of buildings, parking areas and common areas.

5. Requirements for Other Uses.

- a. Public Buildings. See §7.16.
- b. Places of Assembly, Group Care Homes, Boarding Houses and Duplexes shall comply with the following setbacks:
 - (1) Front: Twenty-five (25) ft
 - (2) Rear: Thirty (30) ft
 - (3) Side: Ten (10) ft

5.8.3. Additional Regulations

- 1. For multi-family complexes and any other permitted use with multiple buildings, A Site Development Plan is required, which provides for:
 - a. Convenient vehicular servicing of the buildings, satisfactory circulation of traffic in the parking areas, and no undue interference with through traffic in gaining ingress and egress from the proposed site
 - b. A preliminary plan or engineering report providing for the site grading, storm drainage, sanitary sewerage and water supply prepared by a Registered Engineer
 - c. Suitable entrance and exit points adjoining public streets serving the proposed development, which shall be properly illuminated to reduce traffic safety hazards
 - d. Garbage and refuse collection facilities shall be the responsibility of apartment management and shall be screened as required in §9.4 Screening.

§5.9. RG Residential Garden Home District

Intent. To provide areas suitable for the development of residential garden homes along with selected institutional and commercial uses which are integrally related to residential neighborhoods.

5.9.1. Use Regulations. Refer to Table 5.1.

5.9.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Area: 7,000 sf
2. Minimum Lot Width: seventy (70) ft
3. Yard Setbacks:
 - a. Front: Twenty-five (25) ft minimum, thirty-five (35) ft maximum
 - b. Rear: Twenty-five (25) ft
 - c. Side: Ten (10) ft one side, twenty (20) ft to accommodate a driveway
 - d. Corner Lots shall have the same setbacks on both streets.
 - e. No building in an RG District shall be located less than twenty-five (25) ft from any boundary of the RG Development abutting single family residential zoning districts.
 - f. Alternative setback provisions for new subdivisions: When required parking is provided within a detached structure to the rear of the dwelling, the front yard setback may be reduced by five (5) ft.
4. Maximum Height: Thirty-five (35) ft or 2-1/2 stories
5. Minimum Floor Area:
 - a. One story: 1,500 sf
 - b. More than one story: 1,500 sf on first floor, 2,200 total
6. Building Facades.
 - a. All buildings shall maintain a public entrance, accessible by public sidewalk along the street on which the building fronts. Additional entries are permitted, as necessary.
 - b. Building facades must use durable materials. Durable materials include brick, stucco (EIFS is not permitted within 36 inches of finished grade), heavy timber, wood, slate, metal, and tile roofing. Vinyl and cementitious siding may be used as an accent material and shall be limited to thirty percent (30%) of all exterior walls. The percent calculation shall be based on the total area of all exterior walls, excluding openings for windows and doors.

5.9.3. Parking Standards.

1. Parking shall be located to the side or rear of the unit. Vehicle should use an alley for access where available.
2. There shall be four (4) paved, off-street parking spaces for each unit. Spaces in garages do not count toward this requirement.

5.9.4. Open Space Requirements.

1. The following uses are permitted:
 - a. Environmental Corridors/ greenways
 - b. Pocket parks
 - c. Neighborhood parks
 - d. Playgrounds
 - e. Storm water retention/detention facilities (where incorporated into one of the above)
2. No less than fifteen (15) percent of the site area shall be improved and maintained as Common Open Space for the recreational use of tenants. At least twenty-five (25) percent of the Open Space shall be dedicated, designed, and improved as a Common Open Space for the recreational use of residents. Such space shall be no less than forty (40) ft in width along its narrowest dimension. Shade must be provided for 1/3 of the area at minimum.
3. Open space must be built when the final plat is approved. Amenities provided within the open space, such as benches, planters, art, and water features will be maintained by the owner for the life of the project in accordance with §6.11 Ownership and Management of Common Open Spaces and Facilities.
4. Common open space and other permitted uses may require additional parking, beyond the required number of parking spaces per unit as determined by the City Engineer.
5. The Common Open Space shall not include steep grades, areas with poor drainage or other constraints to its recreational

use.

5.9.5. Additional Regulations (When Applicable)

1. No fence shall be permitted forward of the front corner of the house.
2. No Garden Home site shall share the same block frontage with detached single-family dwellings or duplexes unless separated by an alley, watercourse or buffer.
3. All utilities shall be placed underground or in an alley for rear-loaded lots.
4. All lots shall be served by water and sewer.
5. Customary accessory buildings or structures, one (1) per parcel or lot, shall not exceed 200 sf. That portion of a detached accessory structure devoted to required parking shall not be counted against this allowance.

§5.10. RT Residential Townhouse District

Intent. To provide areas suitable for Townhouse Residential Dwellings

5.10.1. Use Regulations. Refer to Table 5.1.

5.10.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Maximum Density: Eight (8) units per gross tract acre, including common area
2. Minimum Lot Width: Twenty-four (24) ft for townhouses; otherwise the minimum lot width shall be as necessary to provide fire separation in accordance with the Fire/Building Code
3. Yard Setbacks:
 - a. Front: Townhouses shall be set back no less than ten (10) ft from the front lot line. Where the front yard is less than fifteen (15) ft, the ground floor of the unit shall be no less than two (2) ft above grade level at the sidewalk. If front-loaded, units shall be setback at least twenty-five (25) ft, but no more than thirty-five (35) ft from the front lot line.
 - b. Rear: For dwellings, the minimum rear yard setback shall be twenty-five (25) ft. Where an alley is present at the rear of the lot, the minimum rear yard setback for accessory buildings shall be twelve (12) ft from the alley centerline.
 - c. Side: Zero (0) ft for interior units and ten (10) ft for end units.
 - d. Townhouse dwellings shall be located at least fifteen (15) ft from the RT District boundary as depicted on the site development plan; twenty (20) ft from an E-1, R-1, R-2, R-3 or R-G District.
 - e. Corner Lots: Shall have the same setbacks on both streets.
4. Maximum Height: Thirty-five (35) ft or 2 1/2 stories
5. Minimum Livable Floor Area:
 - a. One (1) story Townhouse: 1,500 sf
 - b. More than one story: 1,500 sf on first floor, 2,200 sf total
6. Building Groups. No less than three (3) nor more than eight (8) Townhouses shall be located within a continuous building group and no interconnection or overlapping between individual dwelling units shall be permitted.
7. Building Facades. Where in conflict, these standards superseded those of Article 6 Supplemental Regulations.
 - a. Eave Overhangs: Cornices or eaves may extend into adjoining property when allowed by properly executed and recorded covenants between property owners. All such cornices and eaves shall be fire-proof.
 - b. The front façade of each dwelling unit shall have a covered porch, covered stoop, or balcony over the main entrance.
 - (1) Finish floor elevation: eighteen (18) inches above grade at front façade
 - (2) Porch depth: six (6) ft of clear space, exclusive of railings, pillars, columns, or other porch features.
 - (3) Stoop depth: three (3) ft to six (6) ft deep
 - (4) Covered porches and stoops may encroach into the front yard up to six (6) ft.
 - c. All buildings shall maintain a public entrance, accessible by public sidewalk, along the street on which the building fronts. Additional entries are permitted, as necessary.
 - d. Building facades must use durable materials. Durable materials include brick, stucco (EIFS is not permitted within 36

inches of finished grade), heavy timber, wood, slate, metal, and tile roofing. Vinyl and cementitious siding may be used as an accent material and shall be limited to thirty percent (30%) of all exterior walls. The percent calculation shall be based on the total area of all exterior walls, excluding openings for windows and doors.

5.10.3. Parking Standards.

1. Spaces required. A minimum of two off-street parking spaces shall be provided each unit. In addition, visitor parking spaces must be provided in a paved area within the development site at a rate of 50% of the total number of units in the development.
2. Parking Location: Individual parking may be provided on the lot, or in a commonly owned and maintained parking area accessed at the rear of the units by an alley or common drive; provided that the parking area is easily accessible and of a reasonable distance from the townhouse that it serves.
 - a. For front setbacks less than twenty-five (25) ft, all required parking shall be accessed at the rear of the units by an alley or common drive.
 - b. The minimum depth of off-street parking spaces shall be measured from back of sidewalk, if front-loaded. No parking shall be permitted on a driveway less than twenty-two (22) ft in depth from the sidewalk to the building line. Any lots for semi-detached or detached dwellings less than sixty (60) ft wide shall be rear-loaded.
3. Garages in the RT Residential Townhouse District:
 - a. A detached garage may be placed at the rear of the lot.
 - b. A front-accessed garage attached to a front-loaded townhouse shall be recessed a minimum of two (2) ft behind the front façade (not including porches, stoops, balconies, and other architectural treatments).
 - c. The maximum allowable driveway width facing the street is eighteen (18) ft per dwelling unit.
 - d. If located in the front, two adjacent garages shall share one driveway when individual parking would otherwise be separated by less than twenty (20) feet. When a driveway serves more than one lot, an access and maintenance easement to benefit each lot shall be provided.
 - e. If an alley adjoins a lot, then garage access from the street is prohibited.

5.10.4. Open Space Requirements.

1. The following uses are permitted:
 - a. Environmental Corridors/ greenways
 - b. Pocket Parks
 - c. Neighborhood parks
 - d. Playgrounds
 - e. Stormwater retention/detention facilities (where incorporated into one of the above)
2. For developments containing more than 10 units, a minimum of fifteen (15) percent of the site area shall be improved and maintained as Common Open Space for the recreational use of tenants. At least twenty-five (25) percent of the Open Space shall be dedicated, designed, and improved as a Common Open Space for the recreational use of residents. Such space shall be no less than forty (40) ft in width along its narrowest dimension. Shade must be provided for 1/3 of the area at minimum.
3. Open space must be built when the final plat is approved. Amenities provided within the open space, such as benches, planters, art and water features will be maintained by the owner for the life of the project in accordance with §6.11 Ownership and Management of Common Open Spaces and Facilities.
4. Common open space and other permitted uses may require additional parking, beyond the required number of parking spaces per unit as determined by the City Engineer.
5. The Common Open Space shall not include steep grades, areas with poor drainage or other constraints to its recreational use.

5.10.5. A Site Development Plan is required which provides for:

1. Convenient vehicular servicing of the buildings, satisfactory circulation of traffic in the parking areas, and no undue interference with through traffic in gaining ingress and egress to the proposed site.
2. A preliminary plan or engineering report providing for the site grading, storm drainage, sanitary sewerage and water supply,

prepared by a Registered Engineer.

3. Suitable entrance and exit points adjoining public streets serving the proposed development, which shall be properly illuminated to reduce traffic hazards.

5.10.6. Additional Regulations (When Applicable)

1. No Townhouse site shall share the same block frontage with detached single-family dwellings or duplexes unless separated by an alley, watercourse or buffer.
2. Building groups shall be planned so that all units on the same block frontage are either front-loaded or rear-loaded.
3. Adequate provisions for emergency access from the rear of lots may be required by the Fire Marshal for lots less than sixty (60) ft in width.
4. A sidewalk of at least thirty-six (36) inches in width shall be provided connecting from the front entrance of each unit to the rear of the building group for unobstructed access to the rear of each unit. Where units are set back no more than twenty (20) ft from the sidewalk along the street, such sidewalk may be used as a part of this required access. Where such access must cross lots, an easement of five (5) ft in width shall be provided.
5. An easement appurtenant across lots shall be provided where a property owner must cross an adjoining property to reach his or her own property with gates provided if fence extends to the property line.
6. The applicant shall provide for and establish an organization or other legal entity for the ownership and maintenance of any commonly owned areas designated as such on the site development plan including front yards and common areas including alleys, common parking areas, fencing, open space, landscaping, amenities and buffers (see also §6.11 Private Swimming Pools and Tennis Courts). Such organization shall be created by covenants running with the land and such deed restrictions or covenants shall be duly recorded in the Office of the Probate Judge.
7. No fences shall be allowed in the front yard for front-loaded units.
8. Private swimming pools are prohibited on individual townhouse lots in the RT District but may be placed in a common area.
9. All utilities shall be placed underground or in an alley for rear-loaded lots.
10. All lots shall be served by water and sewer.
11. Garbage and refuse collection and disposal shall be the responsibility of management and such collection facilities shall be screened as required in §9.4 Screening.

Table 5.1 Permitted Uses for Residential Districts										
	E-1	R-1	R-2	R-2A	R-3	R-3A	R-3B	R-4	RG	RT
<i>Agricultural Uses</i>										
Hobby Farms, §7.2	Y									
<i>Residential Uses</i>										
Accessory Dwellings, §7.17	SE	SE	SE	SE	SE					
Boarding Houses					Y			Y		
Duplexes					Y			Y		
Conservation Subdivisions, §7.19	Y	Y	Y	Y	Y					
Cottage Subdivisions, §7.20				Y	Y					
Family Day Care Homes, §7.21	Y	Y	Y	Y	Y	Y	Y		SE	SE
Garden Homes									Y	
Group Care Home (4 or less residents)			Y	Y				Y		
Group Care Home (10 or less residents)			SE	SE				Y		
Home Occupations, §7.9	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Independent Living Facilities, §7.15								Y		
Manufactured, Modular Homes					Y	Y				
Manufactured Home Parks							Y			
Manufactured Home Subdivisions						Y				
Multi-family Dwellings, §7.15					Y	Y		Y		
Single-family Dwellings, Detached	Y	Y	Y	Y	Y					Y
Single-family Dwellings, Semi-detached										Y
Townhouses										Y

<i>Residential Accessory Uses</i>										
Customary Accessory Structures, §6.6	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Garage Sales, §6.9	Y	Y	Y	Y	Y	Y		Y	Y	Y
Private Swimming Pools, §6.10	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Private Tennis Courts, §6.10	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Satellite Dish Antennas, §6.7	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<i>Institutional Uses</i>										
Assisted Living Facilities, §7.7								SE		
Cemeteries, §7.8	Y									
Country Clubs	Y	Y	Y							
Group Care Home (more than 10 residents)								SE		
Parks	Y	Y	Y	Y	Y			Y		
Places of Assembly	SE	SE	SE	SE	SE			SE	SE	SE
Public Buildings, §7.16	Y	Y	Y	Y	Y			Y	Y	Y
Public Utility Facilities	SE	SE	SE	SE	SE			SE	SE	SE
Public Utility Services	Y	Y	Y	Y	Y			Y	Y	Y
Schools	C	C	C	C	C			C		
<i>Commercial Uses</i>										
Bed and Breakfasts, §7.18			Y		Y					
<i>Telecommunications Uses</i>										
Wireless Facilities, §7.11	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Y – The use is permitted by right subject to any limitations of the applicable district. Similar uses to those listed may also be permitted subject to §2.6 Interpretation of Uses and §2.7 Unclassified Uses. SE – Special Exception Use, requires approval by ZBA (see §2.8). May also be subject to district limitations. C – Conditional Use, requires approval by the Commission (see §2.9). May also be subject to district limitations. A use followed by a numeric cross-reference is also subject to the regulations referenced. A blank cell indicates that the use is not permitted.										

§5.11. A-1 Agricultural District

Intent. This district consists primarily of undeveloped lands where agricultural and related pursuits may occur within the City and where agriculture support centers may serve outlying areas beyond the City. Further, the intent of the A-1 District is to preserve these areas in agriculture, forestry, rural residential and other limited, yet compatible land uses until such time as a higher density development pattern may be desired and City services can be expanded to accommodate this development.

5.11.1. Use Regulations. Refer to Table 5.2 and the provisions herein.

1. Those institutional uses listed herein as permitted or as Special Exception Uses shall be limited to medium intensity as provided in §3.5.3 unless approved by the Commission as a Conditional Use.

5.11.2. Area and Dimensional Regulations. Except as may be provided for elsewhere in this Ordinance, the following area and dimensional regulations shall be required:

1. Minimum Lot Size: 3 acres
2. Minimum Yard Setback:
 - a. Front: Fifty (50) ft
 - b. Rear: Fifty (50) ft
 - c. Side: Fifteen (15) ft
3. Maximum Height: Thirty-five (35) ft or 2-1/2 stories
4. Minimum Livable Floor Area:
 - a. One story: 1,500 sf
 - b. More than one story: 1,500 sf on first floor, 2,200 sf total
5. In the A-1 Agricultural District, no structure housing livestock or fowl of any kind shall be located any closer than 100 ft from any property line of a district other than an A-1 Agricultural District. In any event, no such structure shall be located any closer than 300 ft from the nearest then existing residence other than that of the owner of the property.
6. Regulations for Manufactured Homes. Manufactured homes shall be permitted subject to the following requirements:
 - a. All manufactured homes, as located on the proposed site, shall be at least seventy-five (75) ft from the nearest residential structure, excluding another such home.
 - b. Water and sanitary facilities must be approved by the City, as well as the County Health Department.
 - c. Site Requirements:
 - (1) Minimum Lot Width: 100 ft
 - (2) Minimum Lot Area: 15,000 sf

Yard Requirements:

- (3) Front: Thirty-five (35) ft
- (4) Undedicated street: Sixty (60) ft from centerline
- d. Side: Fifteen (15) ft
- e. Rear: Thirty-five (35) ft
- f. Parcel and adjacent property, under the same ownership, will allow the following:
 - (1) One (1) home: 15,000 sf
 - (2) Two (2) homes: One (1) acre minimum
- g. Only two additional homes, three including the principal structure, shall be permitted.

Council Member Montgomery moved that unanimous consent of the Council be given for the immediate action upon said Ordinance No. 2021-06. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Cost, Graham, Morgan, Busby

NAYS: Turner

ORDINANCE NO. 2021-10

**AN ORDINANCE TO AUTHORIZE THE ISSUANCE
OF ONE \$20,040,000 GENERAL OBLIGATION WARRANT
SERIES 2021-CWSRF-DL**

BE IT ORDAINED by the City Council of the City of Calera, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**ADEM**" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"**Allowable Costs**" shall have the meaning given to such term in the Special Loan Conditions Agreement.

"**Authority**" means the Alabama Water Pollution Control Authority, a public corporation under the laws of the State of Alabama.

"**Authority Loan**" means the loan made to the City by the Authority under the Special Loan Conditions Agreement, the repayment of which is evidenced by the Series 2021-CWSRF-DL Warrant.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, N.A., under the Master Authority Trust Indenture.

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**Bank**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as registrar, transfer agent and paying agent with respect to the Series 2021-CWSRF-DL Warrant.

"**City**" means the City of Calera, Alabama, a municipal corporation under the laws of the State of Alabama.

"Council" means the governing body of the City as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Series 2021-CWSRF-DL Warrant is registered.

"Interest Payment Date" means each February 15 and August 15, commencing February 15, 2022, and continuing until and including the maturity of the Series 2021-CWSRF-DL Warrant.

"Loan Amount" has the meaning given in the Special Loan Conditions Agreement.

"Master Authority Trust Indenture" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"Project" means the improvements to the wastewater treatment system of the City to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"Project Fund" means the Project Fund created in the Master Authority Trust Indenture wherein proceeds of the Authority Loan will be deposited and held pending disbursement to or on behalf of the City for Allowable Costs respecting the Project.

"Project Funds" means the amount from the Authority Loan deposited into the Project Fund.

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2021-CWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"Redemption Price" means the price at which the Series 2021-CWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"Resolution" or **"Ordinance"** means a resolution or ordinance adopted by the Council.

"Series 2021-CWSRF-DL Warrant" without other qualifying words, means the \$20,040,000 General Obligation Warrant, Series 2021-CWSRF-DL, herein authorized evidencing the obligation of the City to repay the Authority Loan.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement among the City, the Authority and ADEM, dated September 1, 2021.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant Fund" shall have the meaning given to such term in Section 3.3(a) hereof.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

"Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

FINDINGS

Section 2.1 Findings. The Council does hereby find and declare that the following facts are true and correct:

(a) It is necessary, desirable and in the public interest that the City make certain capital improvements to the wastewater treatment system of the City (the "Project"), the estimated costs of the said improvements being approximately \$19,001,280. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority (the "Authority Loan") to provide funds to pay a portion of the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining said loan.

(b) The award of the loan to the City will be of substantial economic benefit to the City and the public by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Authority Loan. In particular, the making of the Authority Loan will enable the City to take advantage of low interest rate initiatives established by the requirements imposed on the Authority respecting the use of funds made available from the current capitalization grant agreement between the Authority and the United States Environmental Protection Agency (the "Capitalization Grant Agreement").

(c) The Capitalization Grant Agreement requires, among other things, that all projects funded in whole or part with funds from the Authority, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act.

(d) The Council deems it necessary, desirable and in the public interest that the City obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the City to repay the Authority Loan, the City

deems it necessary, desirable and in the public interest that the Series 2021-CWSRF-DL Warrant hereinafter authorized be issued.

(e) The City is not in default under any Resolution or Ordinance authorizing any outstanding indebtedness of the City, and no such default is imminent.

ARTICLE III

ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF SERIES 2021-CWSRF-DL WARRANT

Section 3.1 (a) Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Ordinance and in the Series 2021-CWSRF-DL Warrant, and subject to the terms and conditions of each, the City, by the delivery of the Series 2021-CWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2021-CWSRF-DL Warrant, made available to the City in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) **Authorization and Description of the Series 2021-CWSRF-DL Warrant.** Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly but without limitation Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and for the purpose of evidencing the obligation of the City to repay the Authority Loan, there is hereby authorized to be issued by the City one fully registered General Obligation Warrant, Series 2021-CWSRF-DL, in the aggregate principal amount of \$20,040,000. The Series 2021-CWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated September 1, 2021, and shall mature and become payable on August 15 in the following principal installments in the following years:

	Principal Amount Maturing
Year	
2024	\$810,000
2025	825,000
2026	845,000
2027	865,000
2028	880,000
2029	900,000
2030	920,000
2031	940,000
2032	965,000
2033	985,000
2034	1,005,000
2035	1,025,000
2036	1,050,000

2037	1,075,000
2038	1,095,000
2039	1,120,000
2040	1,145,000
2041	1,170,000
2042	1,195,000
2043	1,225,000

The Series 2021-CWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Series 2021-CWSRF-DL Warrant shall bear interest from its date (September 1, 2021) until their respective due dates at the per annum rate of interest of 2.20%, computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months. Such interest shall be payable on February 15, 2022, and semiannually on each August 15 and February 15 thereafter until and at the respective maturities of principal installments of the Series 2021-CWSRF-DL Warrant. Interest accruing on the Series 2021-CWSRF-DL Warrant from September 1, 2021, through and including December 31, 2023, is included in the principal amount of the Series 2021-CWSRF-DL Warrant as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement, and shall be remitted to the Holder by the City out of funds from the Authority Loan held by the Holder for such purpose. Payment of the principal of and interest on the Series 2021-CWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Bank to the holder of the Series 2021-CWSRF-DL Warrant at the address shown on the registry books of the Bank pertaining to the Series 2021-CWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2021-CWSRF-DL Warrant, payment of the principal of and interest on the Series 2021-CWSRF-DL Warrant shall be made in accordance with instructions given by the Authority.

(d) **Interest Rate and Loan Amount after Maturity.** Each installment of principal of and interest on the Series 2021-CWSRF-DL Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(e) **Redemption Provisions.** Those of the principal installments of the Series 2021-CWSRF-DL Warrant having stated maturities on August 15, 2032, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2031, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2021-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2021-CWSRF-DL Warrant shall be effected in the following manner:

(1) **Call.** The City shall by Resolution or Ordinance call for redemption and prepayment of the Series 2021-CWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said

Resolution that the City is not in default with respect to payment of the principal of or interest on the Series 2021-CWSRF-DL Warrant.

(2) **Notice.** The Authority Trustee shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2021-CWSRF-DL Warrant a notice stating the following: (I) that the Series 2021-CWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on the Series 2021-CWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2021-CWSRF-DL Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the City shall make available at the Authority Trustee the total Redemption Price of the Series 2021-CWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the City with the foregoing requirements on its part contained in this subsection, and if the City is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2021-CWSRF-DL Warrant, the Series 2021-CWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2021-CWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2021-CWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2021-CWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2021-CWSRF-DL Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Series 2021-CWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2021-CWSRF-DL Warrant. All future interest on the Series 2021-CWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Series 2021-CWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 3.2 General Obligation of City. The indebtedness evidenced and ordered paid by the Series 2021-CWSRF-DL Warrant is and shall be a general obligation of the City to which the full faith and credit of the City are hereby irrevocably pledged.

Section 3.3 Warrant Fund. (a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "City of Calera Series 2021-CWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Series 2021-CWSRF-DL Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Series 2021-CWSRF-DL Warrant has been paid in full. On or before February 15, 2022, and on or before each August 15 and February 15 thereafter until the principal of and interest on the Series 2021-CWSRF-DL Warrant shall have been paid in full, the

City will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Series 2021-CWSRF-DL Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Series 2021-CWSRF-DL Warrant on such August 15 (interest on the Series 2021-CWSRF-DL Warrant from September 1, 2021 through and including December 31, 2023 having been capitalized).

(b) **Use of Moneys in Warrant Fund.** All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Series 2021-CWSRF-DL Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Series 2021-CWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2021-CWSRF-DL Warrant, then any such excess shall thereupon be returned to the City.

(c) **Appointment of Authority Trustee.** The City hereby appoints The Bank of New York Mellon Trust Company, N.A., as registrar and paying agent with respect to the Series 2021-CWSRF-DL Warrant. The City shall have no liability for payment of any charges or fees of the Authority Trustee in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Authority.

(d) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Series 2021-CWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2021-CWSRF-DL Warrant Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 3.4 Form of Series 2021-CWSRF-DL Warrant. The Series 2021-CWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2021-CWSRF-DL Warrant)

UNITED STATES OF AMERICA

STATE OF ALABAMA
CITY OF CALERA
GENERAL OBLIGATION WARRANT
SERIES 2021-CWSRF-DL

Subject to prior payment and other provisions as herein provided

The City Treasurer of the **CITY OF CALERA, ALABAMA**, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, or registered assigns, the aggregate principal sum of

TWENTY MILLION FORTY THOUSAND DOLLARS

in principal installments on August 15 in the following respective years and principal amounts:

Year	Principal Amount Maturing
2024	\$810,000
2025	825,000
2026	845,000
2027	865,000
2028	880,000
2029	900,000
2030	920,000
2031	940,000
2032	965,000
2033	985,000
2034	1,005,000
2035	1,025,000
2036	1,050,000
2037	1,075,000
2038	1,095,000
2039	1,120,000
2040	1,145,000
2041	1,170,000
2042	1,195,000
2043	1,225,000

with interest on the then unpaid principal balance hereof from the date hereof at the rate of 2.20%, which rate shall be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months, all as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement hereinafter described. Such interest shall be payable on February 15, 2022, and semiannually on each August 15 and February 15 thereafter until and at the respective maturities of principal installments of the Series 2021-CWSRF-DL Warrant. Interest accruing on the Series 2021-

CWSRF-DL Warrant from the date hereof through and including December 31, 2023, is included in the principal amount of the Series 2021-CWSRF-DL Warrant as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement.

Interest on this Series 2021-CWSRF-DL Warrant is payable by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Authority Trustee pertaining to the Series 2021-CWSRF-DL Warrant; provided, that so long as the Alabama Water Pollution Control Authority (the "Authority") is the registered holder of this Series 2021-CWSRF-DL Warrant the payments of principal of and interest on this Series 2021-CWSRF-DL Warrant shall be made by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on this Series 2021-CWSRF-DL Warrant shall be deemed timely paid if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Ordinance described below provides that all payments by the City or the Authority Trustee to the person in whose name this Series 2021-CWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2021-CWSRF-DL Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2021-CWSRF-DL Warrant evidences a duly authorized warrant designated "General Obligation Warrant, Series 2021-CWSRF-DL", dated September 1, 2021, in the principal amount of \$20,040,000 (herein called the "Series 2021-CWSRF-DL Warrant"). This Series 2021-CWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly but without limitation Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") duly adopted by the governing body of the City on _____, 2021.

Those of the principal installments hereof having stated maturities on August 15, 2032, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2031, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2021-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2021-CWSRF-DL Warrant to the Authority Trustee in exchange for a new Series 2021-CWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2021-CWSRF-DL Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2021-CWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2021-CWSRF-DL Warrant is and shall be a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2021-CWSRF-DL Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2021-CWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2021-CWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2021-CWSRF-DL Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2021-CWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Authority Trustee (the registrar and transfer agent of the City) and only upon surrender of this Series 2021-CWSRF-DL Warrant to the Authority Trustee for cancellation, and upon any such transfer a new Series 2021-CWSRF-DL Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Series 2021-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, this Series 2021-CWSRF-DL Warrant may be transferred only in accordance with the provisions of the Ordinance.

The Authority Trustee shall not be required to transfer or exchange this Series 2021-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2021-CWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Authority Trustee shall not be required to register or transfer this Series 2021-CWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Execution by the Authority Trustee of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this Series 2021-CWSRF-DL Warrant to be executed in its name and behalf by the Mayor of the City, has caused its corporate seal to be hereunto affixed, has caused this Series 2021-CWSRF-DL Warrant to be attested by the signature of the City Clerk, and has caused this Series 2021-CWSRF-DL Warrant to be dated September 1, 2021.

CITY OF CALERA, ALABAMA

By: _____
Mayor

[S E A L]

ATTEST:

By: _____
City Clerk

(Form of Registration Certificate)

This Series 2021-CWSRF-DL Warrant was registered in the name of the above-registered owner this 1st day of September, 2021.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: _____
Its Authorized Officer

(Form of Assignment)

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the within-mentioned Authority Trustee.

DATED this ____ day of _____, ____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: .

- * Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

ARTICLE IV

EXECUTION, REGISTRATION AND TRANSFER OF SERIES 2021-CWSRF-DL WARRANT

Section 4.1 Execution of Series 2021-CWSRF-DL Warrant. The Series 2021-CWSRF-DL Warrant shall be executed by the Mayor, and the seal of the City shall be affixed thereto and attested by the City Clerk. The Series 2021-CWSRF-DL Warrant shall be registered as a claim against the City by the City Treasurer or the City Clerk. Signatures on the Series 2021-CWSRF-DL Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2021-CWSRF-DL Warrant.

Section 4.2 Registration and Transfer. (a) Registration Certificate on Series 2021-CWSRF-DL Warrant. A registration certificate, in substantially the form appearing in the form of the Series 2021-CWSRF-DL Warrant set forth in Article III hereof, duly executed by the manual signature of the Authority Trustee, shall be endorsed on the Series 2021-CWSRF-DL Warrant and shall be essential to its validity.

(b) Registration and Transfer of Series 2021-CWSRF-DL Warrant. The Series 2021-CWSRF-DL Warrant shall be registered as to both principal and interest and shall be transferable only on the registry books of the Authority Trustee. The Authority Trustee shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Series 2021-CWSRF-DL Warrant presented for such purpose, all in the manner and to the extent hereinafter specified.

No transfer of the Series 2021-CWSRF-DL Warrant shall be valid hereunder except upon presentation and surrender of such Series 2021-CWSRF-DL Warrant at the office of the Authority

Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Authority Trustee, whereupon the City shall execute, and the Authority Trustee shall register and deliver to the transferee, a new Series 2021-CWSRF-DL Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2021-CWSRF-DL Warrant is registered on the books of the Authority Trustee shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Series 2021-CWSRF-DL Warrant, by receiving or accepting such Series 2021-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, the Series 2021-CWSRF-DL Warrant may be transferred only in accordance with the provisions of this Ordinance.

The Authority Trustee shall not be required to register or transfer any Series 2021-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Series 2021-CWSRF-DL Warrant is duly called for redemption (in whole or in part), the Authority Trustee shall not be required to register or transfer such Series 2021-CWSRF-DL Warrant during the period of forty-five (45) days next preceding any Redemption Date.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDER

Section 5.1 Events of Default Defined. Any of the following shall constitute default hereunder by the City:

(a) Failure by the City to pay any installment of the principal of or the interest on the Series 2021-CWSRF-DL Warrant when any such principal or interest shall respectively become due and payable, whether by maturity or otherwise;

(b) A default by the City under the Special Loan Conditions Agreement; or

(c) A determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the assets of the City, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

Section 5.2 Remedies on Default. Upon any default by the City in any one of the ways defined in Section 5.1 hereof, the Holder of the Series 2021-CWSRF-DL Warrant shall have the following rights and remedies:

(a) **Acceleration.** The Holder of the Series 2021-CWSRF-DL Warrant may, by written notice to the City, declare all principal of the Series 2021-CWSRF-DL Warrant forthwith due and payable, and thereupon it shall so

be, anything herein or therein to the contrary notwithstanding. If, however, the City shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal and interest, then the Holder of the Series 2021-CWSRF-DL Warrant, by written notice to the City, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto; and

(b) **Suits at Law or in Equity.** The Holder of the Series 2021-CWSRF-DL Warrant is empowered (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the City herein contained, (iii) by action or suit in equity, to require the City to account as if it were the trustee of an express trust for the Holder of the Series 2021-CWSRF-DL Warrant, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Holder of the Series 2021-CWSRF-DL Warrant.

Section 5.3 Delay No Waiver. No delay or omission by the Holder of the Series 2021-CWSRF-DL Warrant to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Holder of the Series 2021-CWSRF-DL Warrant may be exercised from time to time and as often as deemed expedient.

ARTICLE VI

AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF THE PROJECT AND SALE OF SERIES 2021-CWSRF-DL WARRANT

Section 6.1 Construction and Acquisition of the Project; Reduction of Loan Amount. The City will commence and complete construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the City only excepted.

Section 6.2 Application of Authority Loan Proceeds. The entire proceeds derived from the Authority Loan shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

Section 6.3 Sale of Series 2021-CWSRF-DL Warrant. In consideration of the funding of the Authority Loan, the Series 2021-CWSRF-DL Warrant is hereby issued and sold to Alabama Water Pollution Control Authority at a purchase price equal to \$20,040,000. Upon the funding of the Authority Loan, the City Clerk is hereby directed to deliver the Series 2021-CWSRF-DL Warrant to the Authority. The issuance of the Series 2021-CWSRF-DL Warrant to the Authority shall evidence the obligation of the City to repay the Authority Loan.

Section 6.4 Authorization of Special Loan Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the City, the Special Loan Conditions Agreement, in substantially the form marked Exhibit A to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the City to the said Special Loan Conditions Agreement and to attest the same.

Section 6.5 Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates necessary or desirable to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the City to any such documents or certificates.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Series 2021-CWSRF-DL Warrant.

Section 7.2 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

Section 7.3 Persons Deemed Owners of Series 2021-CWSRF-DL Warrant. The City and the Authority Trustee may deem and treat the person in whose name the Series 2021-CWSRF-DL Warrant is registered as the absolute owner thereof for all purposes and all payments by any of them to the person in whose name the Series 2021-CWSRF-DL Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 7.4 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2021-CWSRF-DL Warrant. In the event the Series 2021-CWSRF-DL Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Series 2021-CWSRF-DL Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2021-CWSRF-DL Warrant, such Series 2021-CWSRF-DL Warrant is first surrendered to the City and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Series 2021-CWSRF-DL Warrant, there is first furnished to the City and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Series 2021-CWSRF-DL Warrant.

Section 7.5 Provisions for Payment at Par. Each Authority Trustee at which the Series 2021-CWSRF-DL Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holder of the Series 2021-CWSRF-DL Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Series 2021-CWSRF-DL Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

Exhibit A
Form of Special Authority Loan Conditions Agreement
Series 2021-CWSRF-DL