

CITY OF TRUSSVILLE
CITY COUNCIL WORKSHOP PRIOR TO REGULAR SESSION
JULY 30, 2026

Discussion Items – Presentation by Historical Board (Gary Lloyd)

- I. Call to Order
- II. Prayer – Councilor _____
- III. Pledge – Councilor _____
- IV. Roll Call
- V. Minutes – July 14 agenda workshop & regular session
- VI. Approve Consent Agenda & Regular Agenda

Consent Agenda

- *Accept Tyson's retirement from the K9 Unit*
- *Declare the Annual Witches Ride on October 24 a Citywide Event*
- *Declare the Friends of the Library 5K Run a Citywide Event*
- *Declare a Parks & Recreation Vehicle (2004 GMC Envoy VIN Last 4 -9107) Surplus*
- *Declare a Police Vehicle (2012 Ford Pick-up VIN Last 4 -3641) Surplus*

- VII. Public Comment (up to 3 minutes each)
- VIII. Regular Agenda
 - Proclamation Recognizing Lasagna Love Day
 -
 - Resolution Authorizing the Issuance, Execution, Sale & Delivery of \$8,000,000 General Obligation Note by PNC Bank
 - Ordinance to Lower the Speed Limit on a Portion of Service Road to 35 MPH
 - **FIRST READING ONLY** – Ordinance to Amend Stipulations for **Ordinance No. 2026-006-PZ**
 - Public Hearing Regarding Proposed Rezoning
 - Ordinance to Rezone the Property at 333 Main Street to Q-C-2 (Qualified General Commercial) from I-2 (General Industrial)
 - Public Hearing Regarding Proposed Rezoning
 - Ordinance to Rezone the Property at 525 Main Street to C-2 (General Commercial) from I-2 (General Industrial)
 - Public Hearing Regarding the Proposed Expansion of the Downtown Overlay District
 - Ordinance to Expand the Downtown Overlay District
 - Public Hearing Regarding Proposed Amendments to the **2023 City Zoning Ordinance**
 - Ordinance to Amend Various Sections & Subsections of the **2023 City Zoning Ordinance**
- IX. Monthly Briefing from Finance Director Joseph Calvert
- X. Council/Mayor Reports
 - a. Horton – Tree Commission, Utilities, Public Safety, Design Review

- b. Jackson – Finance, Active Transportation, Planning & Zoning, Inspections, Downtown Redevelopment
- c. Miller – Veterans, ACTA, Historical
- d. Farr – Library, IDA, Parks & Recreation, Chamber, Public Works, Senior Citizens
- e. Anderson – Finance, Cemetery, Beautification, BOE, Leadership Trussville
- f. Mayor – Administration

XI. Audience (2 minutes each)

XII. Adjourn

XIII. Briefings

CITY OF TRUSSVILLE MINUTES

JULY 14, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Tuesday, July 14, 2026**, at 5:30 pm to review the proposed agenda for its next regular session. Council President Jaime Melton Anderson presided over the meeting and City Clerk Dan Weinrib served as recording secretary.

Those members present were as follows:

President Jaime Melton Anderson
Councilor Kimberly Farr
Councilor Ben Horton
Councilor Brian Jackson
Councilor Jim Miller

Others present in their official capacity:

Mayor Ben Short
City Attorney Chesley Payne
City Clerk Dan Weinrib

The City Council reviewed the 10-item consent agenda and initially accepted it. At Councilor Horton's request, they added Cathy Freeman's Tree Commission appointment to consent; at Mayor Short's request, they added the 20% APPLE grant funds match to consent. They then reviewed the regular agenda and accepted all items as presented. Councilor Miller arrived a few minutes. Councilor Horton informed his colleagues and the public that he asked legal counsel to explore the idea of a temporary moratorium on residential demolitions within the Cahaba Project neighborhood, via ordinance. It is under legal review. He plans to discuss it at a future council workshop. Mayor Short & Councilor Horton gave Councilor Miller a briefing on additions to the consent agenda. President Anderson announced that the next city council meeting is rescheduled to July 30 from July 28. At Councilor Miller's request, the council agreed to move to the regular agenda the \$150,000 appropriation for police evidence storage.

With nothing left to review, President Anderson adjourned the workshop at 5:46 pm.

JULY 14, 2026 REGULAR SESSION

The City Council met in **regular session** on **Tuesday, July 14, 2026**, at 5:56 pm. Council President Jaime Melton Anderson presided over the meeting and City Clerk Dan Weinrib served as recording secretary.

Those members present were as follows:

President Jaime Melton Anderson
Councilor Kimberly Farr
Councilor Ben Horton
Councilor Brian Jackson
Councilor Jim Miller

Others present in their official capacity:

Mayor Ben Short
City Attorney Chesley Payne
City Clerk Dan Weinrib

Councilor Horton led the prayer. Mayor Short led the pledge.

President Anderson introduced the minutes from the previous council meeting. Councilor Miller moved & Councilor Horton seconded the motion to approve the submitted minutes. **UNANIMOUS**

President Jackson then introduced the consent & regular agendas. Councilor Farr moved & Councilor Miller seconded the motion to approve the 11-item consent agenda. **UNANIMOUS** Councilor Jackson then moved & Councilor Farr seconded the motion to approve the regular agenda. **UNANIMOUS**

During public comments, Richard Epstein made remarks about the non-working Loop Road traffic lights, then reiterated his suggestions for Valley Road & the Civic Center with a touch of his own humor.

Under the regular agenda, Councilor Horton – himself an Eagle Scout - introduced a proclamation honoring Gold Award honoree Veronica Walker. He moved then Councilors Farr & Jackson jointly seconded the motion for approval. **UNANIMOUS Proclamation No. 2026-18** After a brief recess for group pictures, President Anderson resumed the meeting.

Councilor Horton introduced a proclamation honoring Gold Award honoree Olivia Evans. He moved then Councilor Miller seconded the motion for approval. **UNANIMOUS Proclamation No. 2026-19** Olivia Evans addressed the council & public about her community project. She & the council also posed for group pictures.

Both honorees had family members in attendance. Among them was former assistant Trussville Library director Katie Evans. Veronica Walker also addressed the council & public about her community project. Local Girl Scouts executive Barbara Hill also addressed the council & audience. Walker now attends Mississippi State University; Evans, University of Montevallo.

Councilor Jackson asked his colleagues to suspend the rules to bring an ordinance up for immediate consideration. **He moved & Councilor Miller seconded the motion. UNANIMOUS** Councilor Jackson then introduced an ordinance to annex the property located at 5374 Deerfoot Parkway. **He moved & Councilor Horton seconded the motion for approval. Upon roll call, UNANIMOUS Ordinance No. 2026-015-ANX**

Councilor Jackson asked his colleagues to suspend the rules to bring an ordinance up for immediate consideration. **He moved & Councilor Farr seconded the motion. Upon roll call, UNANIMOUS** He then introduced an ordinance to annex the properties located at 6980 Advent Circle & 8228 Trails End Lane. **He moved & Councilor Farr seconded the motion for approval. Upon roll call, UNANIMOUS Ordinance No. 2026-016-ANX**

Councilor Farr asked her colleagues to suspend the rules to bring an ordinance up for immediate consideration. **She moved & Councilor Jackson seconded the motion. Upon roll call, UNANIMOUS** She then introduced an ordinance to adopt the revised Rules & Regulations of the City Employee Civil Service Board. **She moved & Councilor Horton seconded the motion for approval. Upon roll call, UNANIMOUS Ordinance No. 2026-017-ADM**

Councilor Miller asked his colleagues to suspend the rules to bring an ordinance up for immediate consideration. **He moved & Councilor Jackson seconded the motion. Upon roll call, UNANIMOUS** Councilor Miller then introduced an ordinance to adopt the revised Salary Administration Guide & Pay Plan. **He moved & Councilor Farr seconded the motion. Upon roll call, UNANIMOUS Ordinance No. 2026-018-ADM**

Councilor Horton then introduced a resolution to appropriate up to \$150,000 for the acquisition of & installation of Police Evidence Storage, as well as related building renovation improvements. There is no bidding required because the storage comes from the Sourcewell purchasing cooperative vendor & the renovation is under the \$100,000 Public Works spending threshold. **He moved & all councilors jointly seconded the motion for approval. UNANIMOUS Resolution No. 2026-51**

During committee reports, Councilor Horton thanked Cathy Freeman for joining the Tree Commission. Also, he announced that Design Review approved the planned exterior for new construction at the former Marvin's location. Also, Trussville Utilities plans to move to its new home on Main Street sometime mid-to-late September, going by progress of construction. He then deferred his Public Safety report to Mayor Short, who shared that new paving is planned for Cooper Avenue, Taylor Lane, Branchville Road, Arnett Circle & a part of Palace Drive; also, they are considering new speed controls along Parkway Drive near the school, as well as Alabama Boulevard. Later, he thanked the Fire Department for their heroic actions rescuing injured travelers on I-59.

Councilor Jackson announced that the City has received many applications for two open spots on the Active Transportation Committee. He summarized the latest Planning & Zoning meeting, informing his colleagues & the public that the Commission will take up the proposed Cahaba Homestead Overlay District & new subdivision regulations during its August meeting. Also, the Downtown Redevelopment Committee is considering projects for Quad 2.

Councilor Miller thanked the Chamber, First Baptist Church, Police & Mayor Short for its successful July 4th parade. He announced that the opening night of ACTA's 1776 sold out. Also, he reported that James Spann spoke at the City Museum about the history of weather in Alabama, as well as respecting the polygon. He touted the importance of citizens having weather radios.

Councilor Farr gave a friendly shout-out to newly appointed IDA member Chris Leathers & reappointed member Chase Wright. Also, she reported that 35 senior center members qualified for the State master games in October. She mentioned by name three nonagenarians. Also, Trussville United is hosting over 80 teams for a 3-on-3 soccer tournament at the Sports Complex that upcoming weekend. Also, the Library board's next meeting will be July 28. The library is hosting a puzzle competition, phone zone party & laser tag events. Also, she promoted the Chamber's Dog Daze on August 1. They are looking for volunteers prior to & during the event. She also promoted the annual Mayor's Prayer Breakfast on August 14.

Councilor Anderson acknowledged school board president Dr. Steven Ward. The schools' annual safety meeting is July 15; its annual institute, on August 4. Also, Leadership Trussville's executive board will meet on July 17 to select its fifth class. They received 58 applications for 30 roster spots.

Mayor Short thanked Trussville First Baptist, as well as Public Works, Fire & Police for the successful Freedom Celebration event at the Mall. He announced he would give the City his latest update soon on Tribune Unscripted

There were no audience comments. With nothing left on the agenda. President Anderson adjourned the meeting at 6:33 pm.

Respectfully submitted,



Dan Weinrib MMC
City Clerk

DRAFT

RESOLUTION NO. 2026-52

A RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, SALE AND DELIVERY OF \$8,000,000 PRINCIPAL AMOUNT GENERAL OBLIGATION NOTE OF THE CITY OF TRUSSVILLE AND THE PAYMENT THEREOF

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA (the “Municipality”) as follows:

Section 1. Definitions.

“**Alternate Rate**” means the sum of (A) the Base Rate plus (B) 30 basis points (30%).

“**Base Rate**” means the higher of (A) the Prime Rate and (B) the sum of the Overnight Bank Funding Rate plus 50 basis points (0.50%); provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero. If and when the Base Rate as determined above changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the City, effective on the date of any such change.

“**Benchmark**” means, at any time, any interest rate index then used in the determination of an interest rate under the terms of the Note. Once a Benchmark Replacement becomes effective under the Note, it is a Benchmark. The initial Benchmark under the Note is Daily SOFR.

“**Benchmark Replacement**” means, for any Benchmark, the sum of (a) an alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case that has been selected by the Payee as the replacement for such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the official sector or any official sector-sponsored committee or working group, for U.S. dollar-denominated credit facilities at such time; provided that, if the Benchmark Replacement as determined pursuant to the foregoing would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of the Note.

“**Benchmark Transition Event**” means a public statement or publication by or on behalf of the administrator of a Benchmark, the regulatory supervisor of such administrator, the Board of Governors of the Federal Reserve System, NYFRB, an insolvency official or resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease to provide such Benchmark permanently or indefinitely, provided that at the time of such statement or publication there is no successor administrator that will continue to provide such Benchmark or (b) such Benchmark is or will no longer be representative.

“**Business Day**” means any day other than (A) a Saturday or Sunday or (B) a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania; provided that, when used in connection with an amount that bears interest at a rate based on SOFR or any direct or indirect calculation or determination involving SOFR, the term “Business Day” means any such day that is also a U.S. Government Securities Business Day.

“**Daily 1M SOFR**” means, for any day, the interest rate per annum determined by the Payee by

dividing (the resulting quotient rounded upwards, at the Payee's discretion, to the nearest 1/100th of 1%) (A) the Term SOFR Reference Rate for such day for a one-month period, as published by the Term SOFR Administrator, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage; provided that if Daily 1M SOFR, determined as provided above, would be less than the Floor, then Daily 1M SOFR shall be deemed to be the Floor. The rate of interest will be adjusted automatically as of each Business Day based on changes in Daily 1M SOFR without notice to the Municipality.

"Daily SOFR" means Daily 1M SOFR.

"Default Rate" means the greatest of (a) the Prime Rate plus 3.0%, (b) the Overnight Bank Funding Rate plus 3.5% and (c) 9.0%.

"Floor" means a rate of interest per annum equal to 0 basis points (0%) or, if the preceding blanks are not completed, then zero.

"GAAP" means generally accepted GAAP applied on a consistent basis, set forth in the Opinions of the GAAP Board of the American Institute of Certified Public Accountants or in statements of the Financial Accounting Standards Board and/or in such other statements by such other entity as the Noteholder may approve, which are applicable in the circumstances as of the date in question, and the requirement that such principles be applied on a consistent basis shall mean that the GAAP observed in a current period are comparable in all material respects to those applied in the preceding period, subject to any change in the method of accounting permitted pursuant hereto. Unless otherwise indicated herein, all accounting terms will be defined according to GAAP.

"Municipality" means the City of Trussville, Alabama.

"Noteholder" means PNC Bank, National Association and its successors and assigns.

"NYFRB" means the Federal Reserve Bank of New York.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Payee for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Payee at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Municipality.

"Prime Rate" means the rate publicly announced by the Payee from time to time as its prime rate. The Prime Rate is determined from time to time by the Payee as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index and does not necessarily reflect the lowest rate of interest actually charged by the Payee to any particular class or category of customers.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Reserve Percentage**” means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Payee in its reasonable discretion).

“**Term SOFR Reference Rate**” means the forward-looking term rate based on SOFR.

“**U.S. Government Securities Business Day**” means any day except for (A) a Saturday or Sunday or (B) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 2. Findings and Representations.

The Municipality, by and through its governing body, does hereby find, determine, represent and warrant as follows:

(a) It is necessary and desirable and in the public interest for the Municipality to establish a line of credit for general municipal purposes, and for such purposes to issue its General Obligation Note, Series 2026, in principal amount of \$8,000,000, as authorized and described herein (the “Note”).

(b) The Note shall be due and payable in less than one year and is made and delivered and amounts shall be borrowed thereunder in anticipation of the collection of taxes. The general revenues of the Municipality for the fiscal year ending September 30, 2025, were not less than \$69,620,534, and the general revenues for the Municipality for the fiscal year ending September 30, 2026, will not be less than \$[60,000,000]. The principal amount of the Note will not be more than one-fourth of the general revenues of the Municipality for the fiscal year ending September 30, 2025.

(c) The population of the Municipality is 26,123 according to the 2020 Federal Census.

Section 3. Authorization, Description, Payment and Form of Note.

(a) The Municipality shall borrow the amount of \$8,000,000 in such amounts and at such times as shall be necessary for the purposes set forth in Section 2 hereof, and the Municipality shall issue therefor its General Obligation Note, Series 2026, in the following principal amount and of the following number, to the following financial institution to evidence a line of credit extended by such institution to the Municipality for such purposes:

<u>Note No.</u>	<u>Principal Amount</u>	<u>Institution</u>
R-1	\$8,000,000	PNC Bank, National Association

(b) The Note shall be dated the date of issuance; shall bear interest at the per annum rate or rates; shall be payable in installments of principal and interest in such amounts, at such times and in such manner; shall be subject to redemption prior to maturity; shall be subject to mandatory tender; and shall be registered and transferred; all as provided in the form of the Note in Section 3(e).

(c) The principal of and interest on the Note shall be payable in lawful money of the United States of America, at the principal office of the registered owner thereof, in Birmingham, Alabama, at par and without discount, exchange or deduction or charge therefor. The Municipality hereby covenants and agrees to pay all bank charges for the Note.

(d) The indebtedness evidenced and ordered paid by the Note shall be a general obligation of the Municipality for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the Municipality are hereby irrevocably pledged.

(e) The Note shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF TRUSSVILLE
GENERAL OBLIGATION NOTE
SERIES 2026**

No. R-1

Dated: July __, 2026

The CITY OF TRUSSVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Municipality"), for value received, hereby promises to pay to

PNC BANK, NATIONAL ASSOCIATION

or registered assigns (collectively the "Noteholder") the principal amount of

**EIGHT MILLION DOLLARS
(\$8,000,000)**

or so much thereof as may be advanced hereunder, as hereinafter provided, together with interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a per annum rate of interest (computed on the basis of the actual number of days elapsed over a 360-day year) equal to sum of (A) 79% Daily SOFR plus (B) 150 basis points (1.50%), as adjusted from time to time as hereinafter provided; such principal of and interest on this Note being payable in installments as follows:

(a) on the first Business Day of September 2026 and continuing on the first Business Day of each month thereafter, until and including the first Business Day of July 2027, the interest accrued on the outstanding principal balance of this Note to each such date of payment; and

(b) on July __, 2027, the entire outstanding principal balance of this Note plus interest accrued to such date of payment;

The principal of and interest on this Note shall be payable at par, without discount, exchange, deduction or charge therefor, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, at the office of the Noteholder in Birmingham, Alabama, or at such other place as shall be designated by the Noteholder to the Municipality in writing; provided, however, the final payment of such principal and interest shall be made only upon presentation and surrender of this Note to the Municipality.

The Noteholder shall have the right to make any technical, administrative or operational changes from time to time that the Noteholder decides may be appropriate to reflect the adoption and implementation of SOFR or any other Benchmark or to permit the use and administration thereof by the Noteholder in a manner substantially consistent with market practice or in such other manner as the Noteholder decides is reasonably necessary. Notwithstanding anything to the contrary herein, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Municipality. The Noteholder shall provide notice to the Municipality of any such amendment reasonably promptly after such amendment becomes effective.

If the applicable interest rate under this Note is based on a Benchmark and the Noteholder determines (which determination shall be final and conclusive) that (A) such Benchmark cannot be determined pursuant to its definition other than as a result of a Benchmark Transition Event (as defined below), or (B) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Noteholder with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impracticable for the Noteholder to make or maintain or fund loans based on that Benchmark, then the Noteholder shall give notice thereof to the Municipality. Thereafter, until the Noteholder notifies the Municipality that the circumstances giving rise to such determination no longer exist, the interest rate on all amounts outstanding under this Note shall be the Alternate Rate.

Notwithstanding anything to the contrary herein, if the Noteholder determines (which determination shall be final and conclusive) that a Benchmark Transition Event has occurred with respect to a Benchmark, the Noteholder may amend this Note to replace such Benchmark with a Benchmark Replacement; and any such amendment shall be in writing, shall specify the date that the Benchmark Replacement is effective and will not require any further action or consent of the Municipality. Until the Benchmark Replacement is effective, amounts bearing interest with reference to a Benchmark will continue to bear interest with reference to such Benchmark as long as such Benchmark is available, and otherwise such amounts automatically will bear interest at the Alternate Rate.

The Municipality may, on any date, pay in advance the entire unpaid principal balance of this Note or any lesser portion or portions thereof by paying to the Noteholder the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Note is a master note under a revolving line of credit extended by the Noteholder to the Municipality. So long as no Event of Default has occurred and is continuing under the terms of the Note Resolution, the proceeds of the loan evidenced hereby will be advanced by the Noteholder to the Municipality in installments as requested by the Municipality (as to amount and date). By reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Note shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Note shall be reflected by the notations made by the Noteholder on its internal records (which may be kept by computer or by other means determined by the Noteholder) and the Noteholder is hereby authorized so to record thereon all such principal advances and payments. The unpaid principal amount of this Note reflected on the internal records of the Noteholder (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Note outstanding and unpaid. No failure of the Noteholder so to record any advance or payment shall limit or otherwise affect the obligation of the Municipality hereunder with respect to any advance, and no payment of the principal by the Municipality shall be affected by the failure of the Noteholder so to record the same.

Upon the occurrence of an Event of Default, the amounts outstanding under this Note shall thereafter bear interest at the Default Rate.

This Note is issued pursuant to the Constitution and laws of the state of Alabama, including without limitation the provisions of Section 11-47-1 of the CODE OF ALABAMA 1975, and a resolution (the

“Note Resolution”) and proceedings of the governing body of the Municipality duly passed, held and conducted (the “Authorizing Proceedings”). Capitalized terms used but not defined in this Note have the meaning given them in the Note Resolution.

The indebtedness evidenced by this Note is a general obligation of the Municipality, and the full faith and credit of the Municipality are hereby sacredly and irrevocably pledged to the punctual payment of the principal hereof and interest hereon.

This Note is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the Municipality. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Note shall be made only to or upon the order of the registered owner hereof or his legal representative, and neither the Municipality nor any agent of the Municipality shall be affected by any notice to the contrary. Payment of principal of and interest on this Note shall be valid and effectual to satisfy and discharge the liability of the Municipality upon this Note to the extent of the amounts so paid.

This Note may be transferred only upon written request of the registered owner or his legal representative addressed to the Municipality, such transfer to be recorded on said book of registration and endorsed hereon by the Municipality. Upon presentation to the Municipality for transfer, this Note must be accompanied by a written instrument or instruments of transfer satisfactory to the Municipality, duly executed by the registered owner or his attorney duly authorized in writing, and the Municipality shall endorse on the schedule attached hereto for such purpose the principal amount of this Note unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Note requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Note is lawfully due without condition, abatement or offset of any description, that this Note has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the state of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Note, and the adoption of the Authorizing Proceedings, have happened, do exist and have been performed as so required, and that the principal amount of this Note and all other indebtedness of the Municipality are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Municipality, acting by and through its governing body, has caused this Note to be executed in its name and on its behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Note to be dated the date and year first above written.

CITY OF TRUSSVILLE, ALABAMA

By _____
Mayor

S E A L

Attest: _____
City Clerk

REGISTRATION OF OWNERSHIP

This Note is recorded and registered on the registry books of the City of Trussville in the name of the last owner named below. The principal of and interest on this Note shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Treasurer of Municipality</u>
<u>Dated Date</u>	<u>PNC Bank, N.A.</u>	_____
_____	_____	_____
_____	_____	_____

**ENDORSEMENT BY MUNICIPALITY OF UNPAID
PRINCIPAL AND ACCRUED INTEREST
ON DATE OF TRANSFER**

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Treasurer of Municipality</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 4. Execution of the Note.

The Note shall be executed in the name and on behalf of the Municipality by the Mayor and shall be attested by the Clerk of the Municipality, and the official seal of the Municipality shall be imprinted thereon. The registration of ownership of the note shall be executed by the Treasurer of the Municipality, who shall also make the endorsements required at the time of any transfer of the Note. Said officers are hereby directed to so execute, attest and register the Note and to make the appropriate endorsements and notations thereon.

Section 5. Authorizations of Advances and Payments.

(a) Upon authorization by the City Council, the Mayor shall request advances under the Note and make payments thereon at such times and in such amounts as the Mayor and the Council shall consider necessary or desirable to carry out the purposes of this resolution.

(b) The proceeds of the Note may be used to provide for the payment of various working capital expenditures of the Municipality as provided in Section 2 hereof.

Section 6. Authorization of Issuance of Note.

Note No. R-1 is hereby issued to PNC Bank, National Association. The Mayor and the Clerk are hereby authorized and directed to effect delivery of the Note and in connection therewith deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Note, the absence of pending or threatened litigation with respect thereto, and the exemption of the interest on the Note from federal and state income tax.

Section 7. Expenses of Issuance and Collection.

(a) The Municipality hereby agrees to pay all expenses of issuance of the Note, including the fees and expenses of bond counsel to the Noteholder not to exceed \$7,500 and an upfront fee to the Noteholder of \$10,000.

(b) The Municipality covenants and agrees that, if the principal of and interest on the Note are not paid promptly as such principal and interest matures and comes due, in addition to interest on the Note accruing at the Default Rate, it will pay to the registered owner of the Note or its registered assignees, all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

Section 8. Special Agreements of the Municipality

Until the principal of and interest on the Note shall have been paid in full, or provision shall have been made for such payment, the Municipality hereby covenants and agrees as follows:

(a) Visitation. The Municipality shall permit (after having received reasonable advance written notice from the Noteholder), any employees, agents or other representatives of the Noteholder and any attorneys, accountants or other agents or representatives designated by the Noteholder to (a) have access to and visit and inspect any of the accounting systems, books of account, financial records and property thereof, (b) examine and make abstracts from any such accounting systems, books and records, and (c) discuss the affairs, finances and accounts thereof with the officers, employees or agents of the Municipality,

all at such reasonable business times as the Noteholder deems necessary or advisable to protect its interests; provided, however, that the foregoing shall not require the Municipality to divulge confidential information.

(b) Annual Financial Statements. As soon as available, and in any event within 180 days after the close of each fiscal year of the Municipality, it shall provide the Noteholder the complete, unqualified, financial statements of the Municipality, including the balance sheet as of the end of such fiscal year and the related statements of operations and changes in net assets for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail, audited and prepared by an independent certified public accountant (satisfactory to the Noteholder) in accordance with GAAP, consistently applied and fairly presenting the financial condition of the Municipality, as of the end of such fiscal year.

(c) Annual Budget. As soon as available, and in any event within 90 days after the beginning of each fiscal year of the Municipality, the Municipality shall provide the Noteholder its annual budget for such fiscal year.

Section 9. Events of Default

(a) The Municipality agrees that the occurrence of any of the following events shall be an event of default (an “Event of Default”) with respect to the Note whereupon the registered owner of the Note may exercise all remedies available at law or in equity consequent thereupon:

(i) failure to pay the principal of or interest on the Note on the date which any installment of principal of or interest on the Note shall become due and payable; or

(ii) the occurrence of any of the following: the appointment of a receiver, liquidator or trustee of the Municipality or any of its property or assets; or a general assignment by the Municipality for the benefit of the creditors thereof; or the commencement of proceedings by the Municipality, or against the Municipality and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect; or

(iii) a default occurs under the terms of any of the Municipality’s other debt on parity with (i.e., other general obligation debt) or senior to the Note; or

(iv) any provision of this Note Resolution or the Note are found invalid or the Municipality repudiates any such provision; or

(v) one or more judgments in excess of \$1,000,000 are rendered against the Municipality, and such judgment remains undischarged for a period of ninety (90) consecutive days during which time period (i) execution is not effectively stayed or (ii) any action is legally taken by a judgment creditor to attach or levy upon any assets of the Municipality to enforce any such judgment; or

(vi) the long term, unenhanced debt rating of the Municipality is withdrawn or suspended for debt-related reasons.

(b) The Municipality hereby covenants and agrees that, if the principal of and interest on the Note are not paid promptly on the maturity date and the due dates thereof, it will pay to the payee of the

Note all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

Section 10. Severability.

The provisions of this resolution are severable. In the event that any one or more of such provisions or the provisions of the Note shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this resolution or of the Note, and this resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 11. Repeal of Conflicting Provisions.

All ordinances, resolutions and orders or parts thereof in conflict with this resolution are, to the extent of such conflict, hereby repealed.

Section 12. Provisions of Resolution a Contract.

The terms, provisions and conditions set forth in this resolution constitute a contract between the Municipality and the registered owner of the Note and shall remain in effect until the principal of and interest on the Note shall have been paid in full.

Section 13. Waiver of Jury Trial.

To the extent permitted by law, the Municipality and the Noteholder each hereby irrevocably waives its right to a trial by jury in any action or proceeding including the Noteholder and regarding the Note or this resolution.

Duly passed and adopted this 30th day of July, 2026.

Mayor

Authenticated and attested:

City Clerk

SEAL

STATE OF ALABAMA

JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Clerk of the City of Trussville, Alabama (the “Municipality”); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of the Resolution 2026-52, which was introduced and adopted by the City Council at a [regular] meeting of the City Council of the Municipality duly held on July 30, 2026; and (4) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this 30th day of July, 2026.

Clerk of the City of Trussville, Alabama

SEAL

Ordinance No. 2026- -PS

An Ordinance to Change the Speed Limit on Service Road to 35 Miles Per Hour

WHEREAS, the City Council of the City of Trussville, Alabama considers the safety of the public to be one of its greatest concerns; and

WHEREAS, the Code of Alabama permits local authorities to establish the maximum speed limit on any street, unpaved road, or alley under its jurisdiction and control; and

WHEREAS, the Trussville Public Safety Committee has reviewed and recommended that the speed limit on Service Road should be re-established at thirty-five (35) miles per hour in the parts currently set at forty (40)

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Trussville, Alabama, that the speed limit shall be changed to **thirty -five (35) miles per hour** on Service Road between Chalkville Mountain Road and Trussville Clay Road.

Repealer: All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

Severability: If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date: This ordinance shall become effective immediately.

ADOPTED AND APPROVED THIS THE 30TH OF JULY 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 30th day of July 2026.

The above and foregoing ordinance was published on the 31st day of July 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 31st day of July 2026

Dan Weinrib MMC, City Clerk

Ordinance No. 2026- -PZ

**AN ORDINANCE TO AMEND THE STIPULATIONS
FOR REZONING ORDINANCE NO. 2026-006-PZ**

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

1. That stipulations within Exhibit “C” are hereby amended, to read as follows:

Exhibit C

STIPULATIONS

1. The developer obtains all required ALDOT permitting
2. The developer installs necessary traffic-flow improvements for Watterson Parkway, including two dedicated left-turn lanes and one right-turn lane at the Main Street traffic light.
3. The developer dedicates adequate buffer alongside Pinchgut Creek for a future pedestrian pathway
4. The developer provides a right-of-way stub at the western end of the property ~~for a prospective street accessible to all Main Street commercial properties, including the shopping center at 445 & 465 Main Street.~~
5. No animal hospitals, with enclosed kennels permitted
6. No auto, light truck, boat or motorcycle sales permitted
7. No car washes permitted
8. No funeral homes permitted
9. No gasoline service station(s)/convenience store(s) permitted
10. No hotel or motel permitted
11. No vehicle repair, minor or major, permitted
12. No small engine repair permitted

2. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

3. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

4. This ordinance shall become effective immediately upon its adoption, approval and publication as provided by law.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF TRUSSVILLE, ALABAMA

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

1. Amendment and extension of the zoning map: The official zoning map of the City of Trussville, Alabama, established by and under the authority of the City of Trussville Zoning Ordinance No. 2023-004-PZ, as amended, is hereby amended and extended to include the property described on Exhibit “A” attached hereto, and Exhibit “B” a map of the property hereby zoned, according to the zoning classifications of the City of Trussville designated on individual parcels shown thereupon.

2. Upon application made by applicant Blackwater Development Company LLC, the following properties, formerly zoned **I-2 (General Industrial)** will hereby be rezoned **Q-C-2 (Qualified General Commercial)**

<u>Parcel #</u>	<u>Site Address</u>
12 00 26 2 006 032.000 RR	333 Main Street

3. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect not withstanding such holding.

5. This ordinance shall become effective immediately upon its adoption, approval and publication as provided by law.

ADOPTED AND APPROVED THIS THE 30TH OF JULY 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 30th day of July 2026.

The above and foregoing ordinance was published on the 31st day of July 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 31st day of July 2026

Dan Weinrib MMC, City Clerk

PARCEL #: 12 00 26 2 006 032.000
OWNER: COTTAGE SENIOR LIVING INC
ADDRESS: 2820 15TH AVE HUNTSVILLE AL 35805
LOCATION: 333 MAIN ST TRUSSVILLE AL 35173

Baths: **0.0** H/C Sqft: **0**
50-044.0 Bed Rooms: **0** Land Sch: **A253**
Land: **15,100** Imp: **0** Total: **15,100**
Acres: **0.000** Sales Info: **06/02/2016 \$1,200,000**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2025 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

LAND COMPUTATION

	Code		Acerage	Square Foot	Market Value	CU. Value
A253	2	910 UNDEV. & UNUSED LAND	0.65	28314	\$15,080.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: 0 PAGE: 0
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 0000 SECONDARY BLOCK: 0
PRIMARY LOT: 0000 SECONDARY LOT: 0

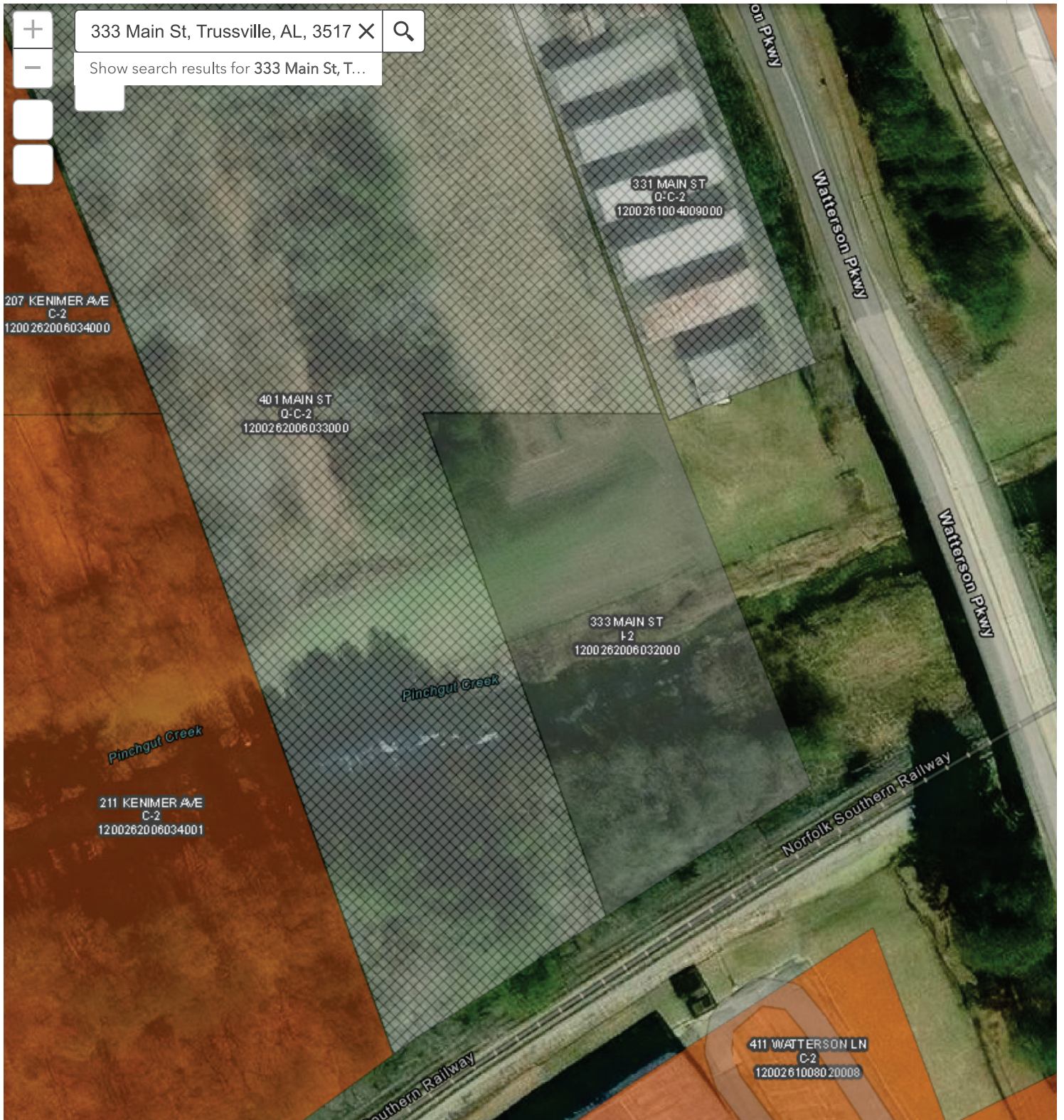
METES AND BOUNDS: COM AT INTER OF S R/W OF US HWY 11 & E/L OF NW 1/4 SEC 26 TP 16 R 1W TH SWLY 85 FT TH SELY 690 FT TO POB TH CONT SELY 165 FT TH SW 155 FT TH NW 215 FT TH E 165 FT TO POB

SALES INFORMATION

6/2/2016	\$1,200,000.00	3	BOOK: 2016 PAGE: 059924	Land & Building	COTTAGE SENIOR LIVING INC
5/25/2016	\$15,600.00	1	BOOK: 2016 PAGE: 059927	Land & Building	COTTAGE SENIOR LIVING INC
5/23/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059925	Land & Building	COTTAGE SENIOR LIVING INC
5/22/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059928	Land & Building	COTTAGE SENIOR LIVING INC
5/22/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059926	Land & Building	COTTAGE SENIOR LIVING INC



Trussville Zoning Map



100ft

-86.610 33.617 Degrees

AN ORDINANCE TO AMEND THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF TRUSSVILLE, ALABAMA

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

1. Amendment and extension of the zoning map: The official zoning map of the City of Trussville, Alabama, established by and under the authority of the City of Trussville Zoning Ordinance No. 2023-004-PZ, as amended, is hereby amended and extended to include the property described on Exhibit “A” attached hereto, and Exhibit “B” a map of the property hereby zoned, according to the zoning classifications of the City of Trussville designated on individual parcels shown thereupon.

2. Upon application made by applicant Blackwater Development Company LLC, the following properties, formerly zoned **I-2 (General Industrial)**, will hereby be rezoned **C-2 (General Commercial)**

<u>Parcel #</u>	<u>Site Address</u>
12 00 26 2 006 029.000 RR	525 Main Street

3. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect not withstanding such holding.

5. This ordinance shall become effective immediately upon its adoption, approval and publication as provided by law.

ADOPTED AND APPROVED THIS THE 30TH OF JULY 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 30th day of July 2026.

The above and foregoing ordinance was published on the 31st day of July 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 31st day of July 2026

Dan Weinrib MMC, City Clerk

PARCEL #: 12 00 26 2 006 029.000
OWNER: CITY OF TRUSSVILLE
ADDRESS: 131 MAIN ST TRUSSVILLE AL 35173
LOCATION: 525 MAIN ST TRUSSVILLE AL 35173

Baths: **0.0** H/C Sqft: **0**
50-044.0 Bed Rooms: **0** Land Sch: **A323**
Land: **321,000** Imp: **0** Total: **321,000**
Acres: **0.000** Sales Info: **04/27/2022 \$275,000**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2025 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
A156	2	910 UNDEV. & UNUSED LAND	25	1089000	\$300,000.00	
A323	2	910 UNDEV. & UNUSED LAND	10	435600	\$21,000.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: 0 PAGE: 0
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

METES AND BOUNDS: COM SW COR OF SW 1/4 OF NW 1/4 SEC 26 TP 16 R 1W TH E 668.9 FT TO POB TH N 1213.4 FT TH NELY 97.6 FT TH SELY 628.6 FT TH NE 579 FT TH NELY 303.7 FT TH NWLY 200 FT TH E 665 FT TH SELY 635 FT TH SWLY 1210 FT TH SECT 26 TWSP 16S RANGE 1W

SALES INFORMATION

4/27/2022 \$275,000.00 2 **BOOK:**2022 **PAGE:**050306 Land TRUSSVILLE CITY OF



Trussville Zoning Map



300ft

-86.604 33.618 Degrees

An Ordinance to Amend the Applicability Section of the Downtown Overlay District Ordinance, to Include Various Real Properties South of the Norfolk Southern Railroad, West of South Chalkville Road, and North & East of Watterson Parkway

BE IT ORDAINED by the City Council of the City of Trussville, Alabama, that the *Applicability* section of **Section 19B.0 DT-O Downtown Overlay District** within the **City Zoning Ordinance** shall hereby be amended, as follows:

19B.2 *Applicability.* The provisions of the Downtown Overlay district shall apply to property other than that zoned as a planned unit development (PUD) located within the Downtown Business district, which is defined as follows:

The area located between the Cahaba River on the east, Kay Avenue (north of Main Street) and Watterson Parkway (south of Main Street) on the west, ~~Southern Railroad~~ Watterson Parkway on the south and Linden Street on the north, as shown on the map appended to the zoning ordinance. For the purposes of this district, "main thoroughfare" shall refer to Main Street (U.S. Highway), North Chalkville Road and South Chalkville Road. Collector Street shall refer to Linden Street. Minor access roads shall refer to Cherry Avenue, Vann Circle, John Street, Glenn Avenue, Maple Avenue, Kay Avenue, City Hall Drive, Railroad Street, Dogwood Avenue, Cedar Street, Morrow Avenue, Cedar Lane, Kenimer Avenue, Beech Street, Walnut Drive, and Railroad Avenue.

Severability. Should any court of competent jurisdiction declare any of sections, paragraphs, sentences, or clauses invalid, the remainder of the ordinance shall be unaffected and remain in full force and effect.

Publication. The City Clerk shall cause a copy of this ordinance to be published by posting as provided by law.

Applicability. This Ordinance shall be effective ten (10) calendar days after Publication

ADOPTED AND APPROVED THIS THE 30TH OF JULY 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

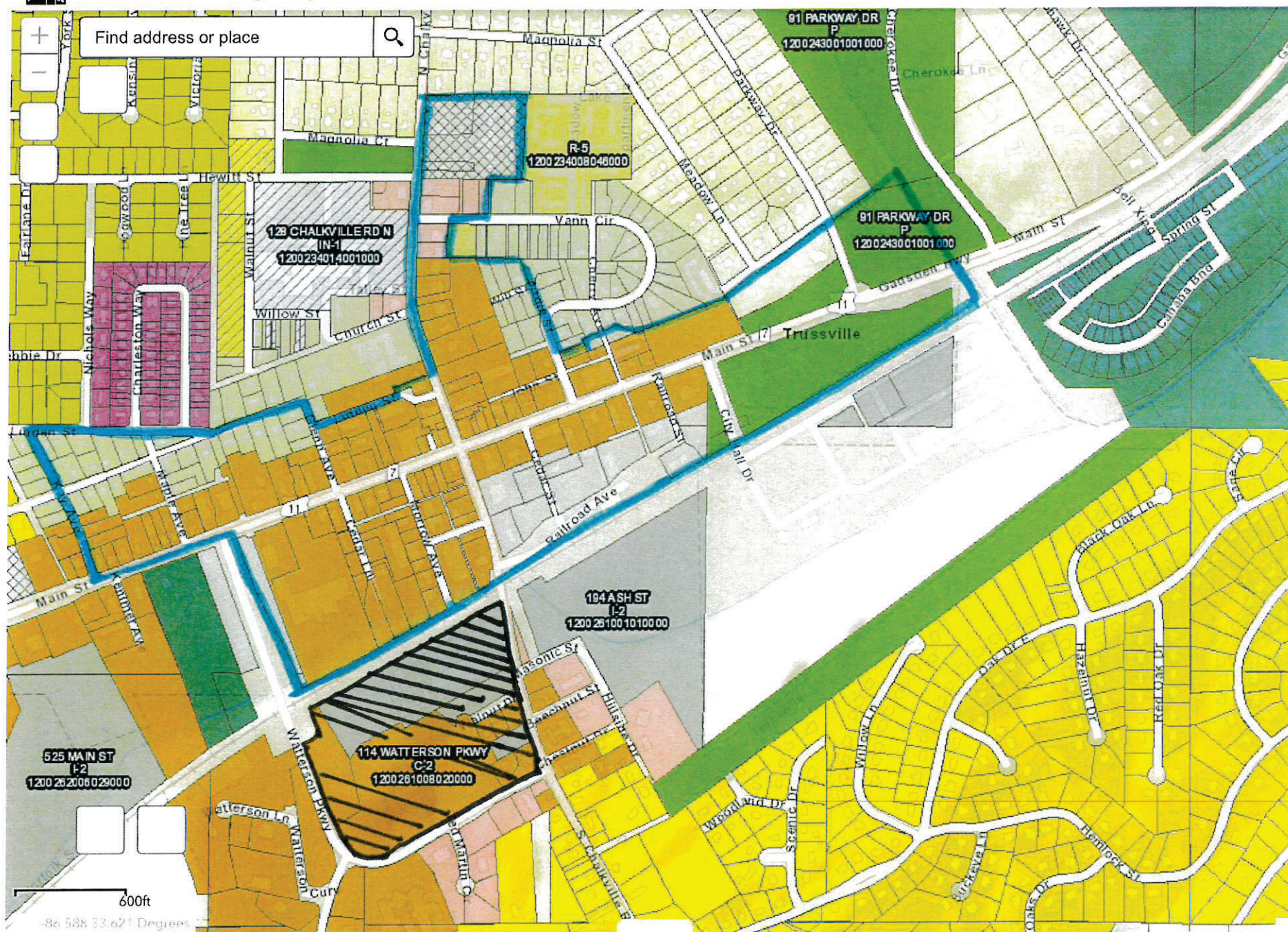
I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 30th day of July 2026.

The above and foregoing ordinance was published on the 31st day of July 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 31st day of July 2026

Dan Weinrib MMC, City Clerk

Find address or place



-86.588 33.621 Degrees

Ordinance No. 2026- -PZ

An Ordinance to Amend Various Sections & Subsections of Ordinance No. 2023-004-PZ, also known as the City Zoning Ordinance

BE IT ORDAINED by the City Council of the City of Trussville, Alabama, that various sections & subsections of Ordinance No. 2023-004-PZ (the “City Zoning Ordinance”) are hereby amended, as follows:

Section 1. Article III. General Regulations - Section 1.0 General Use Regulations – Subsection 1.2 General Prohibitions

D. Every residential building in a single-family residential district hereafter erected or structurally altered shall be located on a lot as herein defined and in no case shall there be more than one main building on one lot. Accessory structures shall not be used for residential nor commercial uses. Neither will sanitary facilities be permitted in accessory structures without the approval of the city council

Section 2. Article V. Definitions – Section 3 Definitions
Age-restricted retirement community means residential housing intended and legally restricted for occupancy by older persons

Section 3. Article VI. Establishment of Districts – Section 1.0 A-1 Agriculture District – 1.2 Uses Permitted
—Manufactured (mobile) home subject to provisions of article VIII, section 7.0

Section 4. Article VI. Establishment of Districts – Section 1.0 A-1 Agriculture District – 1.3 Special exception uses
- Manufactured (mobile) home subject to provisions of article VIII, section 7.0

Section 5. Article VI. Establishment of Districts – Section 5.0 C-2 General Business District – 5.2 Uses Permitted
- Funeral home

Section 6. Article VI. Establishment of Districts – Section 5.0 C-2 General Business District – 5.3 Special exception uses
- Age-restricted retirement community
- Funeral home
- Package Liquor Stores

Section 7. Article VI. Establishment of Districts – Section 6.0 C-3 Tourism Business District – 6.2 Uses Permitted
- Package Liquor Stores

Section 8. Article VI. Establishment of Districts – Section 19.0 DT-O Downtown Overlay District

Table 19B.l: Downtown Overlay District Uses					
Uses		Additional Standards	Uses		Additional Standards
Bank or financial institution	P		Personal services	P	
Brew pub/tap room	CU		Printing service	P	
Business or professional office	P		Public assembly center	P	
Caterer	P		Public facility	P	
Commercial parking	P		Public utility service	P	
Day care center	SE		Recreation, indoor	P	
Entertainment, indoor	SE		Recreation, outdoor	SE	
Gas station	P		Restaurant	P	

Home occupations	SE	Art. VIII, § 5.0	Retail, general enclosed	P	
Hotel	P		Retail, large merchandise	P	
Live-work building	P	Art. VI, § 19B	Studio (art, photography, dance, music, etc.)	P	
Medical clinic	P		Upper Story Dwelling	CU P	Art. VI, § 19B.8
Museum	P		Vehicle repair, minor	SE	
Park	P		Veterinarian or animal hospital	P	
P = Permitted SE = Special exception use CU = Conditional use					

Section 9. *Article VI. Establishment of Districts – Section 19.0 DT-O Downtown Overlay District – 19B.8 Additional Standards for Upper Story Dwellings*

- ~~A. Upper story dwellings may be permitted as a conditional use upon approval by the city council. The city council may require that any such approval be subject to or upon conditions which, in its discretion, render such use compatible with other uses in the district and with the objectives set forth in any adopted master plan for the downtown area.~~
- ~~B. A.~~ Upper story dwellings shall only be located on the upper stories of a multi-story building and shall not be permitted on any street-level or ground floor.
- ~~C. The maximum allowable density of upper story dwellings shall be one dwelling unit per 5,000 square feet of land contained in the parcel upon which the use is located.~~
- ~~D. B.~~ ~~The minimum number of upper story dwellings in a building shall be four and t~~
The maximum number of upper story dwellings in any one building shall be 16.
- ~~E. C.~~ No fewer than two dedicated secure parking spaces per upper story dwelling unit shall be provided and such requirement shall not be modified or reduced by utilizing the shared parking formulas in this section. Required spaces for visitors or guests may, however, be included in the shared parking formula.

Section 10. *Article VI. Establishment of Districts – Section 31.0 RG Garden Home Residential District – 31.4 Area and Dimensional Regulations*

Minimum Yard Size			Minimum Lot Size		Of Living Space Per Unit
Front Yard	Rear Yard	Side* Yard	Area Square feet	Width (Ft. At Bld. Line)	
20	25	100 10	5,000 7,500	50 75	One story— 1,200 on main level
Maximum Density			4.5 units per acre		
*Side yards are subject to the following building separation provisions: (1) Garden homes shall be located so as to permit a minimum of ten feet between homes measured from closest outside wall to closest outside wall to closest outside wall. (2) No building in an RG district shall be located less than 25 feet from any portion of any abutting single-family residential zoning district. (3) Corner lots shall observe front yard setbacks on all sides abutting streets or rights-of-way.					

Section 11. Severability: If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding. If any part, section or subdivision of this ordinance or document,

map, or petition to which it may refer shall be held unconstitutional or invalid as to any portion of the territory annexed herein, such holding shall not be construed to impair or invalidate the ordinance as to the territory not included in or affected by such holding.

Section 12. **Publication:** The City Clerk shall cause a copy of this ordinance to be published by posting as provided by law.

Section 13. **Repealer:** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

ADOPTED AND APPROVED THIS THE 30TH OF JULY 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 30th day of July 2026.

The above and foregoing ordinance was published on the 31st day of July 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 31st day of July 2026

Dan Weinrib MMC, City Clerk