



**AGENDA
COUNCIL MEETING
CITY OF HOMEWOOD
February 23, 2026
6:00 p.m.**

Resolution No. 26-20

Ordinance No. 2972

Call to Order:

Absent:

Invocation:

Roll Call:

Reading of the Minutes: Council Meeting of February 9, 2026 and Special Called Meeting of February 16, 2026

Board Vacancies:

Additions to Agenda: *Items from Pre-Council Agenda may be added*

CONSENT AGENDA

OLD BUSINESS AGENDA

- 08.01.26** Request for consideration of the attorney general opinion regarding the Residency Requirement – **Councilor Lane (Carried Over 2/9/26)**

- 02.02.26** Request for permission to work in the ROW at 905 and 909 Frisco Street to connect to existing sanitary sewer manhole – **Amy Zari, City Engineer (Carried Over 2/9/26)**

OTHER NEW BUSINESS

- 15.02.26** Request for consideration of approval of vouchers for period of February 10, 2026 through February 23, 2026 – **J.J. Bischoff, Chief of Staff; Kellie Lee, Accountant; Bo Seagrist, City Clerk**

Announcements:

Mayor Comments:

AGENDA

ITEM

02.02.26

RESOLUTION NO. 26-_____

WHEREAS, HF Property, LLC, the owner of the properties located at 905 and 909 Frisco Street in the City, has requested the City of Homewood (the “City”) to permit certain improvements in the alley right-of-way located at 905 and 909 Frisco Street; and

WHEREAS, the City Council has discussed the same and has determined that it would be in the public interest and serve a public purpose to authorize the execution of a Municipal Right-of-Way Improvement Permit and Indemnification Agreement (the “Agreement”).

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

1. That the City Manager and City Clerk are hereby authorized and directed to execute, on behalf of the City, the Municipal Right-of-Way Improvement Permit and Indemnification Agreement attached hereto as Exhibit A (the “Agreement”) with HF Property, LLC, the owner of the properties located at 905 and 909 Frisco Street in the City.

2. That the City Manager and City Clerk are hereby authorized to take any other actions necessary in order to consummate the Agreement referred to hereinabove.

3. That this Resolution shall become effective immediately upon its adoption by the City Council.

ADOPTED and APPROVED by the City Council of the City of Homewood, Alabama this the _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

EXHIBIT A

STATE OF ALABAMA)
JEFFERSON COUNTY) **MUNICIPAL RIGHT-OF-WAY IMPROVEMENT PERMIT**
CITY OF HOMEWOOD) **AND INDEMNIFICATION AGREEMENT**

This Agreement is made the ___ day of _____, 2026, between the CITY of Homewood, a municipal corporation, hereinafter referred to as “CITY” or “GRANTOR,” and HF Property, LLC, owner of the properties located at 905 and 909 Frisco Street, Homewood, Alabama, being the legal owner of land whose boundary is the right-of-way line for that portion of the CITY’s right-of-way for which this permission is granted, hereinafter referred to as “GRANTEE.”

The CITY hereby grants permission to GRANTEE to use the CITY’s right-of-way for the following purposes:

To allow for installation of 2” force main sewer laterals in the 10’ alley right-of-way, constructed per Jefferson County Environmental Services Department standards, to connect to the existing sanitary sewer manhole at those locations, as depicted in Exhibit 1 attached hereto,

hereinafter referred to as “IMPROVEMENTS.”

The permissions granted pursuant to this Agreement shall be limited solely to the specific location and specific purposes as described hereinabove and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes, or for purposes that violate federal, state or local laws, regulations or ordinances.

1. Term. The permissions granted herein shall be possessed and enjoyed by GRANTEE for only so long as the conditions of this permit are complied with, unless otherwise terminated sooner as provided for herein.

2. Rights of City. The CITY retains full title and ownership for the right-of-way. The CITY further reserves the right to use and enjoy the right-of-way to the fullest possible extent, including the right to exercise police powers, traffic control and parking regulations and ordinances over the right-of-way subject to this permit. This Permit does not give the right to GRANTEE to exclude the public from the right-of-way nor prohibit the CITY from regulating parking thereon. It is understood by and between the CITY and GRANTEE that this is a non-exclusive Permit and the CITY reserves the right to convey similar or other permits to public utilities or private parties. This Permit is a mere license and as such confers no property rights upon GRANTEE.

3. Maintenance. GRANTEE shall be solely responsible for and shall bear all cost of upkeep and maintenance of the IMPROVEMENTS. In the event said IMPROVEMENTS fall into a state of disrepair or become unsightly or unsafe, the CITY shall have the right, upon ten (10) days’ written notice to the GRANTEE, to remove said IMPROVEMENTS, and the GRANTEE shall reimburse the CITY for the cost of said removal.

4. **City Guidelines.** During the construction of the IMPROVEMENTS, GRANTEE will coordinate any temporary, pedestrian or motor vehicle traffic rerouting with the CITY's Engineering Department. GRANTEE shall follow all applicable CITY Ordinances, Building Codes and Engineering Department Guidelines for the work.

5. **Termination/Removal.** The CITY shall have the absolute right to terminate this Permit upon ten (10) days' written notice to GRANTEE and to require removal in whole or in part by GRANTEE of said IMPROVEMENTS for any reason whatsoever. Upon receipt of such notice and as may be specified by the CITY, the GRANTEE, at the GRANTEE's expense, shall be responsible for removing any specified objects from the Improvement and returning the area to its original condition or an acceptable substituted condition. In the event the CITY exercises any of its rights pursuant to this Permit, GRANTEE does hereby waive and release any and all claims against the CITY, including but not limited to claims pursuant to Section 235 of the Alabama Constitution.

6. **Utilities.** The CITY gives its permission subject to the rights of any utility companies or franchises, including the CITY itself, which may now or in the future utilize the CITY's right-of-way. Furthermore, GRANTEE accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this Permit. Furthermore, GRANTEE shall, and fully agrees to, indemnify and hold harmless the CITY, its agents, officers, servants and employees from any and all lawsuits, actions or claims of any nature brought forth due to injuries or damage received/sustained by any person, persons or property arising from the construction, maintenance and/or presence of the IMPROVEMENTS located as described herein.

7. **Laws and Regulations.** GRANTEE agrees to, and shall at all times comply with, all applicable federal, state and local laws and regulations.

8. **Indemnity.** GRANTEE agrees to indemnify and forever hold harmless the CITY, its officers, agents, employees and contractors from any and all damages or claims for damages which might arise in connection with the use of the CITY's right-of-way pursuant to the issuance of this Permit to GRANTEE.

9. **Third-Party Beneficiaries.** This Permit confers no property rights or interest upon GRANTEE. There shall be no third-party beneficiaries to this Permit.

10. **Non-Assignable.** This Permit is non-renewable, non-transferable, non-assignable and issued to the GRANTEE solely for the purpose(s) stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Permit, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

Executed on this the _____ day of _____, 2026.

ATTEST:

GRANTEE, HF Property, LLC

By: Chase Fisher

Its: Managing Member

ATTEST:

GRANTOR, City of Homewood

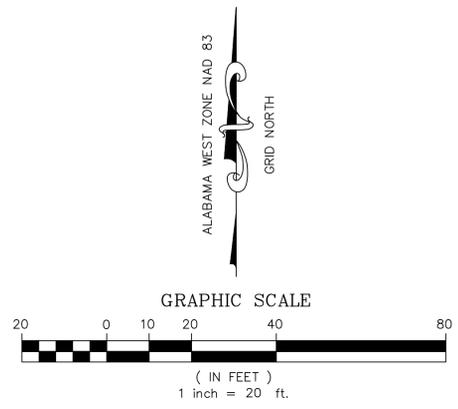
By: Cale Smith

Its: Acting City Manager

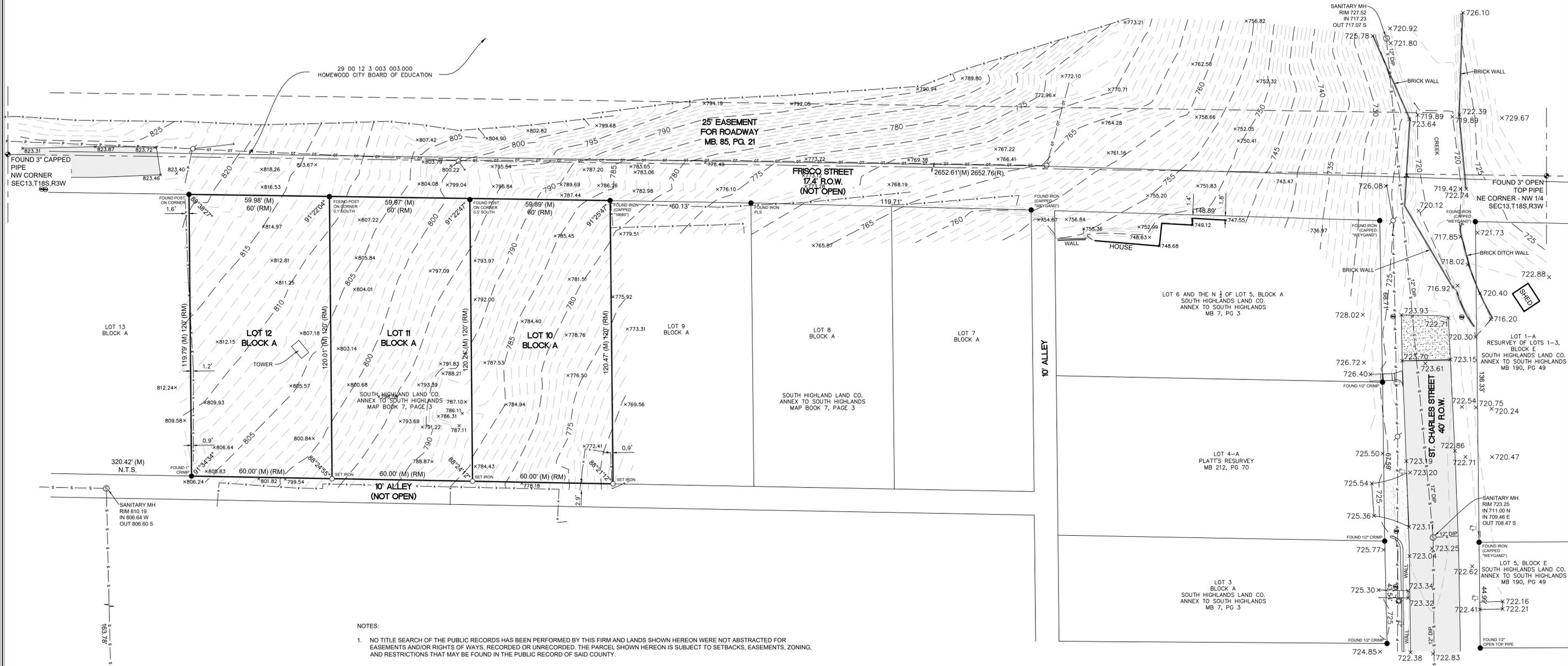
BOUNDARY AND TOPOGRAPHIC SURVEY OF 912 FRISCO STREET, HOMEWOOD, ALABAMA

SITUATED IN SECTION 13,
TOWNSHIP 18 SOUTH, RANGE 3 WEST,
JEFFERSON COUNTY, ALABAMA

EXHIBIT 1



LEGEND	
• 267.49	EXISTING SPOT ELEVATION
	UTILITY POLE
	LIGHT POLE
	GUY WIRE
	WATER VALVE
	WATER METER
	SANITARY MANHOLE
	MAILBOX
	OVERHEAD ELECTRIC
	OVERHEAD TELEPHONE
	SANITARY LINE
	FENCE
	ASPHALT
	CONCRETE
	GRAVEL



- NOTES:
- NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS, RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING, AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORD OF SAID COUNTY.
 - ALL EASEMENTS AND RIGHT-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HERON.
 - THE UNDERGROUND UTILITIES HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. HOWEVER, THERE MAY EXIST UNDERGROUND UTILITIES OR BURIED PIPES WHICH WERE NOT LOCATED OR OF WHICH THE SURVEYOR HAS NO KNOWLEDGE. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BECAUSE THE UNDERGROUND UTILITIES WERE NOT PHYSICALLY LOCATED.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO THE ALABAMA STATE PLANE COORDINATE SYSTEM GRID AZIMUTH (ALABAMA WEST ZONE) (NAD 83) AND WERE DETERMINED USING GPS OBSERVATION.
 - CONTOURS AND SPOT ELEVATIONS ARE BASED ON USGS DATUM NAVD88.
 - SURVEY PREPARED FOR: CHASE FISHER
 - DATE OF FIELD WORK COMPLETED: MAY 31, 2023
 - ADDRESS OF SITE: 912 FRISCO STREET, HOMEWOOD, ALABAMA

DESCRIPTION: LOT 10, 11, AND 12, BLOCK A, ACCORDING TO THE SURVEY OF SOUTH HIGHLAND LAND CO ANNEX TO SOUTH HIGHLANDS, AS RECORDED IN MAP BOOK 7, PAGE 3, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR:

RODNEY KEITH CUNNINGHAM DATE: September 25, 2023
ALABAMA LICENSE NO. 26013



DATE	SEP. 25, 2023
REVISIONS	LAND TIE AND ADDITIONAL SANITARY SEWER MANHOLES
DRAWN BY:	MBA
CHECKED BY:	RKC
PROJECT No.:	FISH0001
DATE:	September 25, 2023
SCALE:	1" = 20'
PROJECT:	912 FRISCO STREET, HOMEWOOD, ALABAMA
TITLE:	BOUNDARY AND TOPOGRAPHIC SURVEY
PROJECT:	120 BISHOP CIRCLE, SUITE 300 (PELHAM) PELHAM, AL 35124 TEL - (205) 403-9158 1000 E. LAUREL AVENUE (FOLEY) FOLEY, AL. 36555 (251) 943-8960
EDG	ENGINEERING DESIGN GROUP, LLC CIVIL ENGINEERING & LAND SURVEYING (205) 403-9158 (251) 943-8960
SHEET NO.	1 OF 1

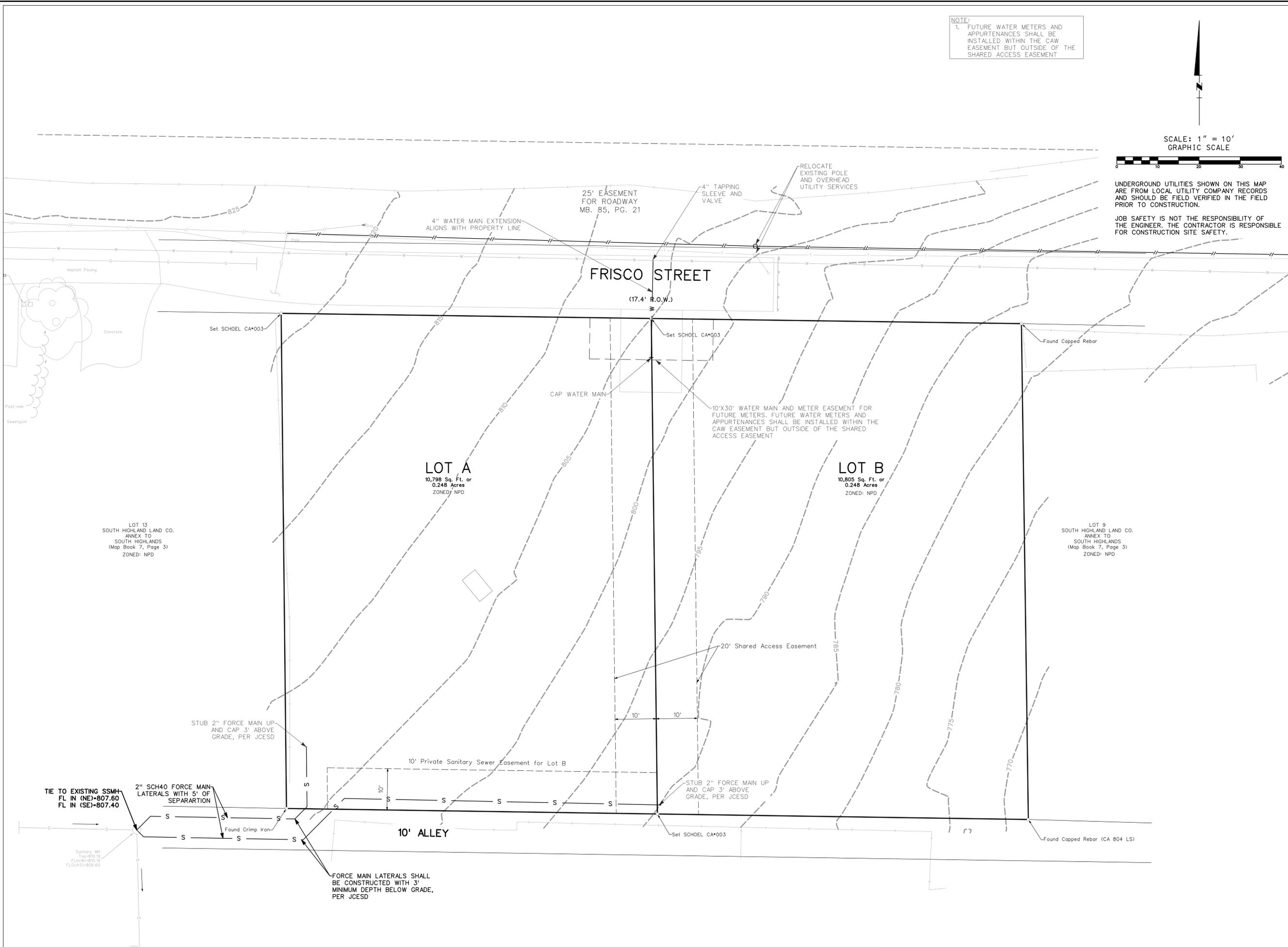
NOTE:
 1. FUTURE WATER METERS AND APPURTENANCES SHALL BE INSTALLED WITHIN THE CAW EASEMENT BUT OUTSIDE OF THE SHARED ACCESS EASEMENT

SCALE: 1" = 10'
 GRAPHIC SCALE



UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE FROM LOCAL UTILITY COMPANY RECORDS AND SHOULD BE FIELD VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
 JOB SAFETY IS NOT THE RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SITE SAFETY.

SCHOEL
 HUNTSVILLE
 101 WASHINGTON STREET SE
 HUNTSVILLE, ALABAMA 35891
 (256) 521-1111
 BIRMINGHAM
 1001 27th Street South
 Birmingham, Alabama 35209
 (205) 941-1111
 TUSCALOOSA
 2800 Waterford Road, Box 202
 Northport, Alabama 35881
 (205) 224-0000
 SCHOEL.COM



100% CONSTRUCTION DOCUMENTS
 905, 907, 909 FRISCO STREET
 HOMEWOOD, AL

REVISIONS:

UTILITY PLAN

DATE: 12/15/2025
 DRAWN BY: H.F.C.
 CHECKED BY: M.D.S.
 PROJECT NO.: 25389

AGENDA

ITEM

08.01.26

RESOLUTION NO. 26-_____

WHEREAS, the City Council of the City of Homewood requests opinions from the Attorney General of the State of Alabama pursuant to Ala. Code § 36-15-19 (1975).

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

That the City Council requests opinions of the Attorney General of the State of Alabama pursuant to Ala. Code § 36-15-19 (1975) relating to the following facts and questions of law:

FACTS

1. That the City of Homewood adopted the Council-Manager form of government pursuant to the Council-Manager Act of 1982 (“the Act”), which form of government became effective in the City on November 3, 2025.

2. That the City has operated with an Acting City Manager, whose acting or interim term will expire by operation of Ala. Code § 11-43A-18 effective March 3, 2026.

3. That the City Manager appointed by the City of Homewood is not required to be a resident of the City at the time of his appointment, but is required to reside in the City during his tenure of office as the City Manager of the City of Homewood, pursuant to Ala. Code § 11-43A-28 (1975).

4. That the City in good faith submits this request for the purpose of obtaining authoritative guidance on an issue of statutory interpretation that directly affects municipal governance and administration.

REQUESTED OPINIONS

Accordingly, the City Council of the City of Homewood requests opinions from the Attorney General as relates to the following questions:

(1) Whether the Homewood City Council has discretion to interpret, enforce, waive, or modify the residency requirement of the City Manager set forth in the Act, and if so, to what extent.

(2) If waiver or modification is not permitted, whether the City Manager’s residence in the City of Homewood must be his or her primary residence.

(3) If waiver or modification is not permitted, what the phrase “during his tenure of office he shall reside within the municipality”, specifically including whether the phrase should be interpreted to mean “at some point during his tenure of office”, “throughout the duration of his tenure or office”, or a different period of time.

(4) If waiver or modification is not permitted, whether any temporal flexibility, such as compliance within a specified period after appointment, may be authorized by the city council.

(5) Whether there are any related legal considerations necessary to ensure the City's compliance with the residency requirement of the Council-Manager Act of 1982?

ADOPTED and APPROVED by the City Council of the City of Homewood, Alabama this the _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk