



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

Resolution No. 26-27

Ordinance No. 2974

Call to Order:

Invocation:

Roll Call:

Reading of the Minutes: Council Meeting of March 9, 2026

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

CONSENT AGENDA

OLD BUSINESS AGENDA

06.02.26 Request for permission to put yellow stripe on the curb at Linden – **Councilor Lane (Carried Over 3/9/26)**

OTHER NEW BUSINESS

04.03.26 Request for consideration for an ABC 240 - Special Event - Non-profit Tax-Exempt License for the Homewood Library Foundation Block Party in the Library Parking Lot at 1721 Oxmoor Road on Saturday, April 25 from 4-6:30 p.m. – **Judith Wright, Library Director**

05.03.26 Request for Budget Amendment for Trane Intelligent Services Agreement signed by resolution 25-36 for services provided March 1, 2025 through September 30, 2025 – **Cale Smith, City Manager**

06.03.26 Request for approval to keep a new retaining wall in the city right-of-way at 521 Edgeknoll Drive – **Wyatt Pugh, Building Official**

07.03.26 Request consideration to permit use of the city hall plaza for Spring and Fall 2026 tournaments by CornholeBHM – **Wyatt Pugh, Building Official**

- 08.03.26** Request to set a Public Hearing for declaring property at 201 Dale Avenue a public nuisance due to a dead tree – **Scott Cook, Code Enforcement**
- 16.03.26** Request for consideration to authorize the city manager to execute opioid settlements – **Keith Jackson, City Attorney**
- 17.03.26** Request for consideration of approval of vouchers for period of March 10, 2026 through March 23, 2026 – **J.J. Bischoff, Chief of Staff; Kellie Lee, Accountant; Bo Seagrist, City Clerk**

Announcements:
Mayor Comments:

AGENDA

ITEM

06.02.26

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER REGULATE TRAFFIC IN THE CITY OF HOMEWOOD, ALABAMA, ON OR ALONG A PORTION OF LINDEN AVENUE IN THE CITY OF HOMEWOOD, ALABAMA, AND TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF.

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

Section 1. That it should be unlawful for any person, firm, corporation, or association to park, cause to be parked, or permit to be parked, any motor vehicle, as defined by the Highway Code of the State of Alabama, on or along the western side of Linden Avenue as depicted in Exhibit A attached hereto.

Section 2. That the violation of any Section of this Ordinance shall constitute a misdemeanor and any person, firm or corporation violating the provisions thereof, on conviction, shall be punished as provided by Section 1-8 of the Code Ordinances of the City of Homewood adopted and approved by the City Council and Mayor of the City, or as the same may hereinafter be amended.

Section 3. That the Chief of Police for the City is authorized and directed to erect and install, or cause to be erected and installed, on the street referred to hereinabove and as defined in Exhibit A, appropriate lines, markings, and/or no parking signs at the places described in Section 1 hereof.

Section 4. That if any part, provision, or section of this Ordinance is declared unconstitutional or invalid by any court of competent jurisdiction, all of the parts, provisions, or sections of this Ordinance not thereby affected shall remain in full force and effect.

Section 5. That the provisions of this Ordinance 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

This notice posted: _____, 2026

At the following locations: Mayor's Office (City Hall), Homewood Public Library, Homewood Senior Center (Oak Grove Road) and Lee Community Center (Rosedale)

And at www.cityofhomewood.com

EXHIBIT A



AGENDA

ITEM

05.03.26

RESOLUTION NO. 26-_____

WHEREAS, the City Council of the City of Homewood (the “City Council”) has previously adopted a General Fund Budget for the Fiscal Year 2025-2026 (the “Budget”); and

WHEREAS, the City Council has determined that there is a need to amend the Budget to in order to fund the City’s Intelligent Services Agreement with Trane Technologies, previously authorized by Resolution No. 25-36 adopted on March 10, 2025.

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 Council does by the adoption of this Resolution amend the General Fund Budget for the Fiscal Year 2025-2026 to provide for following transfer of funds:

a. \$7,540.00 from Account No. 01-09-499301 Carry Over / Fund Balance to Account No. 01-26-540100 Building Repairs & Maintenance.

2. That all other provisions of the General Fund Budget for the Fiscal Year 2025-2026 are to remain in full force and effect and are not affected by this Resolution.

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

AGENDA

ITEM

06.03.26

RESOLUTION NO. 26-_____

WHEREAS, Ben and Rachel Ferren, owners of the property located at 521 Edgeknoll Drive in the City have requested the City of Homewood (the “City”) to keep and maintain certain improvements in the right-of-way located at 521 Edgeknoll Drive; 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 Ben and Rachel Ferren, owners of the property located at 521 Edgeknoll Drive 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 Ben and Rachel Ferren, owners of the property located at 521 Edgeknoll Drive, Homewood, Alabama, being the legal owners 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 “GRANTEES.”

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

To keep and maintain the existing retaining wall previously extended prior to Grantees’ purchase of their property, as depicted in Exhibit A 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 GRANTEES 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 GRANTEES 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 GRANTEES 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 GRANTEES.

3. Maintenance. GRANTEES 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 GRANTEES, to remove said IMPROVEMENTS, and the GRANTEES shall reimburse the CITY for the cost of said removal.

4. City Guidelines. During the construction of the IMPROVEMENTS, GRANTEES will coordinate any temporary, pedestrian or motor vehicle traffic rerouting with the CITY’s

Engineering Department. GRANTEES 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 GRANTEES and to require removal in whole or in part by GRANTEES of said IMPROVEMENTS for any reason whatsoever. Upon receipt of such notice and as may be specified by the CITY, the GRANTEES, at the GRANTEES' 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, GRANTEES do 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, GRANTEES accept responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this Permit. Furthermore, GRANTEES shall, and fully agree 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. GRANTEES agree to, and shall at all times comply with, all applicable federal, state and local laws and regulations.

8. Indemnity. GRANTEES agree 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 GRANTEES.

9. Third-Party Beneficiaries. This Permit confers no property rights or interest upon GRANTEES. 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 GRANTEES 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, _____

ATTEST:

ATTEST:

GRANTEE, _____

GRANTOR, City of Homewood

By: Cale Smith

Its: City Manager

521 EDGEKNOLL DRIVE
RETAINING WALL IN RIGHT-OF-WAY

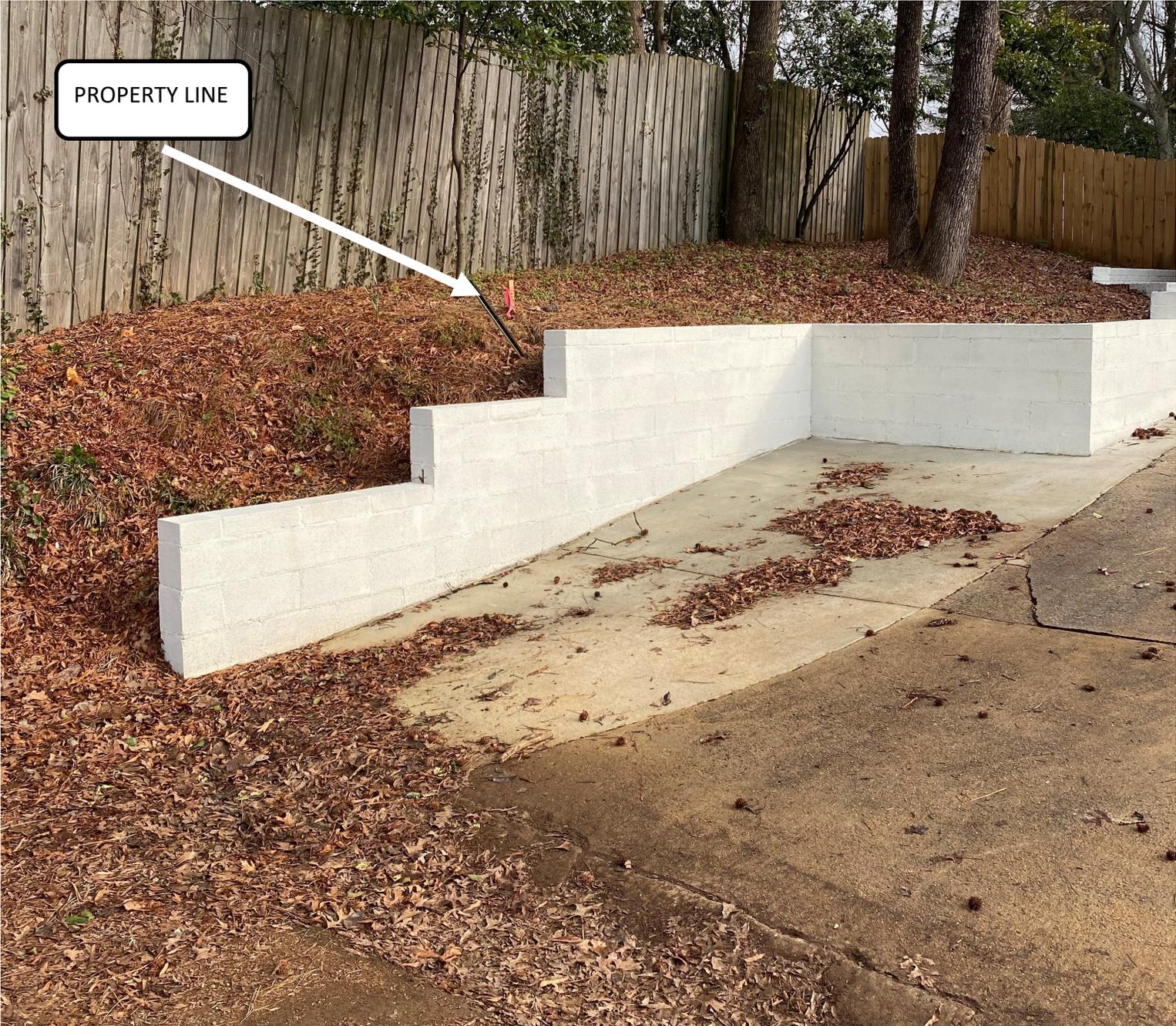
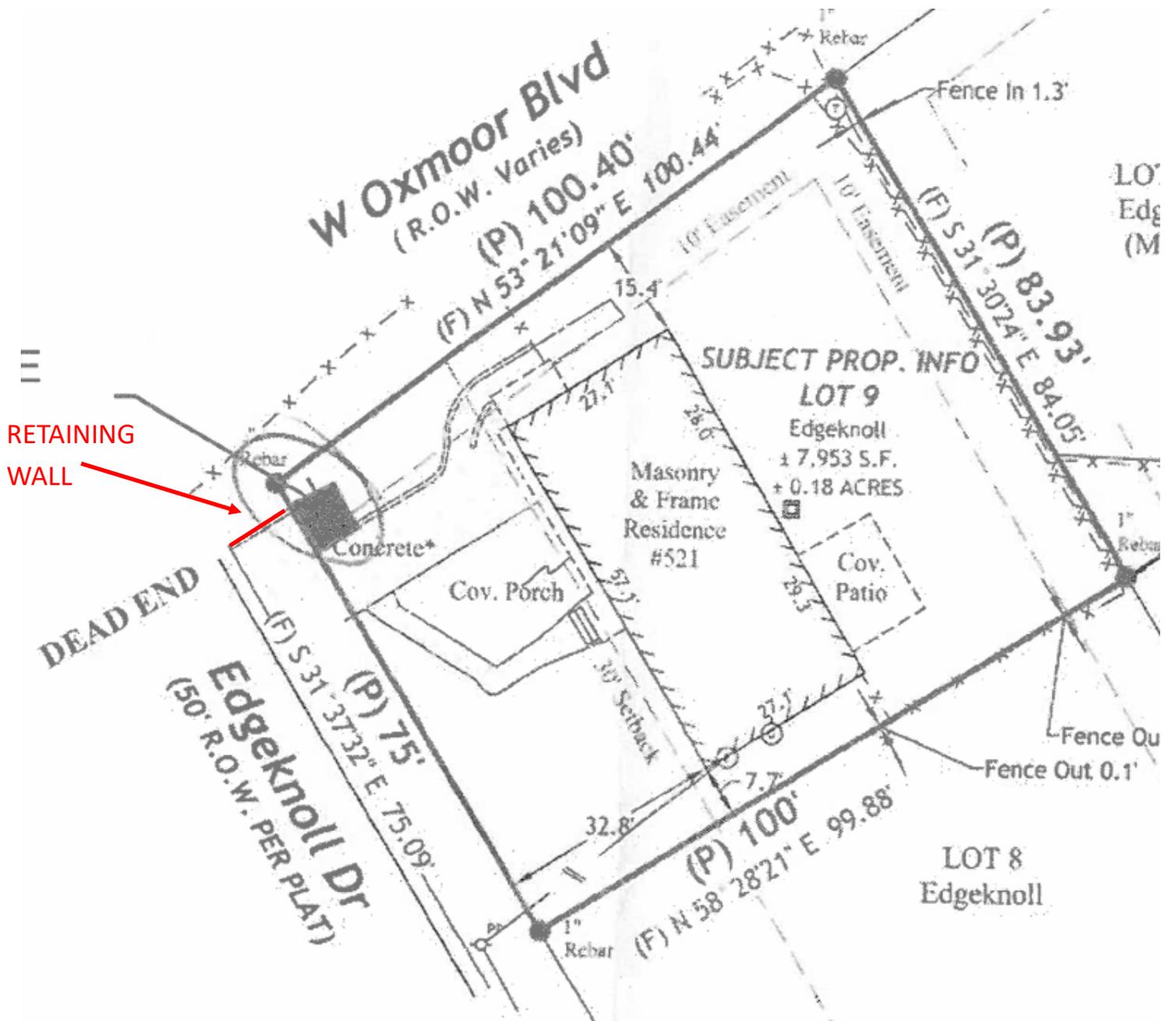


EXHIBIT 1



AGENDA

ITEM

07.03.26

RESOLUTION NO. 26-_____

WHEREAS, Go Cornhole, LLC d/b/a Cornhole BHM (“Cornhole”) has requested the City of Homewood (the “City”) to enter into a Facilities Use Agreement regarding the use of a portion of the Plaza located at the City Hall Building for its Spring and Fall 2026 tournaments (the “Agreement”), a copy of which is attached hereto as Exhibit A; 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 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 Council does by the adoption of this Resolution authorize the City Manager to execute the Facilities Use Agreement with Go Cornhole, LLC d/b/a Cornhole BHM for its use of a portion of the Plaza located at the City Hall Building for its Spring and Fall 2026 tournaments, a copy of which is attached hereto as Exhibit A, in that the services to be rendered pursuant to Exhibit A serve a public purpose.

2. 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

FACILITIES USE AGREEMENT

WHEREAS, the City of Homewood (the “City”) currently maintains a pedestrian plaza as a part of the Homewood Municipal Complex located at 2850 19th Street South, Homewood, Alabama (the “Plaza”); and

WHEREAS, the City of Homewood has encouraged the use of the Plaza as a public gathering location for residents and visitors to the City; and

WHEREAS, Go Cornhole, LLC d/b/a CornholeBHM (“CornholeBHM”) has requested the City to permit a portion of the Plaza to be used by Cornhole to host cornhole tournaments; and

WHEREAS, the City has considered the request and has determined it would be in the public interest to authorize the use of a portion of the Plaza to permit CornholeBHM to host cornhole tournaments to encourage public gatherings of residents and visitors to the City on the Plaza.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency which is acknowledged by the execution of this Agreement, CornholeBHM and the City do enter into this Facility Use Agreement (“Agreement”) pursuant to the terms and conditions set out herein below:

1. That the City agrees to permit CornholeBHM to use a portion of the Plaza located at 2850 19th Street South to promote cornhole tournaments pursuant to the terms set herein.

2. That the City does agree to permit the use of the portion of the Plaza described in Exhibit 1 attached hereto on each Monday beginning April 6, 2026 through and including May 11, 2026, from 5:00 p.m. to 8:00 p.m.

3. That in consideration of the use of the Plaza as identified above, CornholeBHM agrees to pay to the City the sum of \$100.00 as a user fee for the use of the Plaza.

4. That during the term of this Agreement, CornholeBHM will be responsible for all maintenance and cleanup of the portions of the Plaza used by CornholeBHM pursuant to this Agreement, which shall include but not be limited to picking up and disposing of all trash on the Plaza to insure that the Plaza is in the same condition as relates to trash and debris as immediately prior to the use of the Plaza by CornholeBHM on the days and times authorized by this Agreement.

5. That CornholeBHM will remove all boards and equipment used for the cornhole tournaments at the end of each daily session so that the Plaza is unobstructed in any way at the end of the session.

6. That, during the term of this Agreement and the use of the Plaza by CornholeBHM or any of its agents, employees or invitees, CornholeBHM agrees to indemnify and hold harmless the City, its agents, employees and representatives from all claims, costs, fines, suits, demands and actions of any kind or nature, by reason of the use of the Plaza by CornholeBHM and its invitees.

Additionally, CornholeBHM and its invitees and all participants in the cornhole tournaments shall adhere to and not violate any laws, ordinances, rules, regulations of any federal, state or local authorities affecting the use of the Plaza, including but not limited to rules and regulations of the Alabama Beverage Control Board, the City and the State of Alabama or any provisions of this Agreement. CornholeBHM will indemnify, protect and hold harmless the City and its agents, employees and representatives from any loss, claim, cost, damage or expense, including reasonable attorney fees, incurred and/or caused by injuries to persons or property relating to the use of the Plaza by CornholeBHM. Any and all property of CornholeBHM or any of its invitees located on the Plaza shall be at the sole risk of CornholeBHM and its invitees.

7. That, during the term of this Agreement, CornholeBHM agrees to maintain broad coverage general liability insurance by a provider licensed to do business in the State of Alabama providing a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, naming the City, its agents and employees as additional insureds. A certificate evidencing the insurance obligations of CornholeBHM as provided above shall be provided to the City prior to the use of the Plaza by CornholeBHM pursuant to this Agreement.

8. That CornholeBHM represents and warrants to the City that each participant who CornholeBHM allows to, directly or indirectly, participate in any activity authorized by this Agreement shall execute the Release and Waiver of All Claims form attached hereto as Exhibit 2 prior to CornholeBHM permitting any person to participate in any activity authorized or permitted by this Agreement. CornholeBHM shall be responsible for compliance with this condition to the City.

9. That this Agreement may be terminated by either party without cause upon five (5) days written notice.

10. The Plaza will be used solely to conduct cornhole tournaments by CornholeBHM which shall include but not be limited to its agents, employees, representatives and invitees who participate in the tournaments, and for no other use without prior permission of the City.

11. That CornholeBHM will be responsible for all activities conducted on the Plaza for each of its cornhole sessions during the term of this Agreement and shall be responsible to the City in addition to any other third-parties which may cause any damage or liability for the activities permitted by this Agreement.

12. The failure of the City to insist upon strict performance of the terms, conditions and covenants set out herein shall not be deemed a waiver of subsequent compliance with the terms, conditions and covenants herein contained.

13. If any term or provision of the Agreement or its application thereof to any person or circumstance or to any extent be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to any person or circumstances other than those as to which is held invalid or unenforceable shall not be affected thereby and each term and provision in this Agreement shall be valid and be enforced to the full extent permitted by law.

14. Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during normal business hours to CornholeBHM and to the City or when deposited in the United States Postal Service mail, first class, postage prepaid, addressed to the last known address of the party to which notice is intended to be given.

Notice shall be provided as follows:

Go Cornhole, LLC
d/b/a CornholeBHM

City of Homewood
Attention: City Clerk
2850 19th Street South
Homewood, AL 35209

IN WITNESS WHEREOF, the parties have executed this Facilities Use Agreement at Homewood, Alabama on this the _____ day of _____, 2026.

GO CORNHOLE, LLC
d/b/a CornholeBHM

By: _____
Its: _____

CITY OF HOMEWOOD, ALABAMA

By: Cale Smith
Its: City Manager

EXHIBIT 1

**CORNHOLE BHM
AREA FOR CORNHOLE TOURNAMENT USAGE
2026**

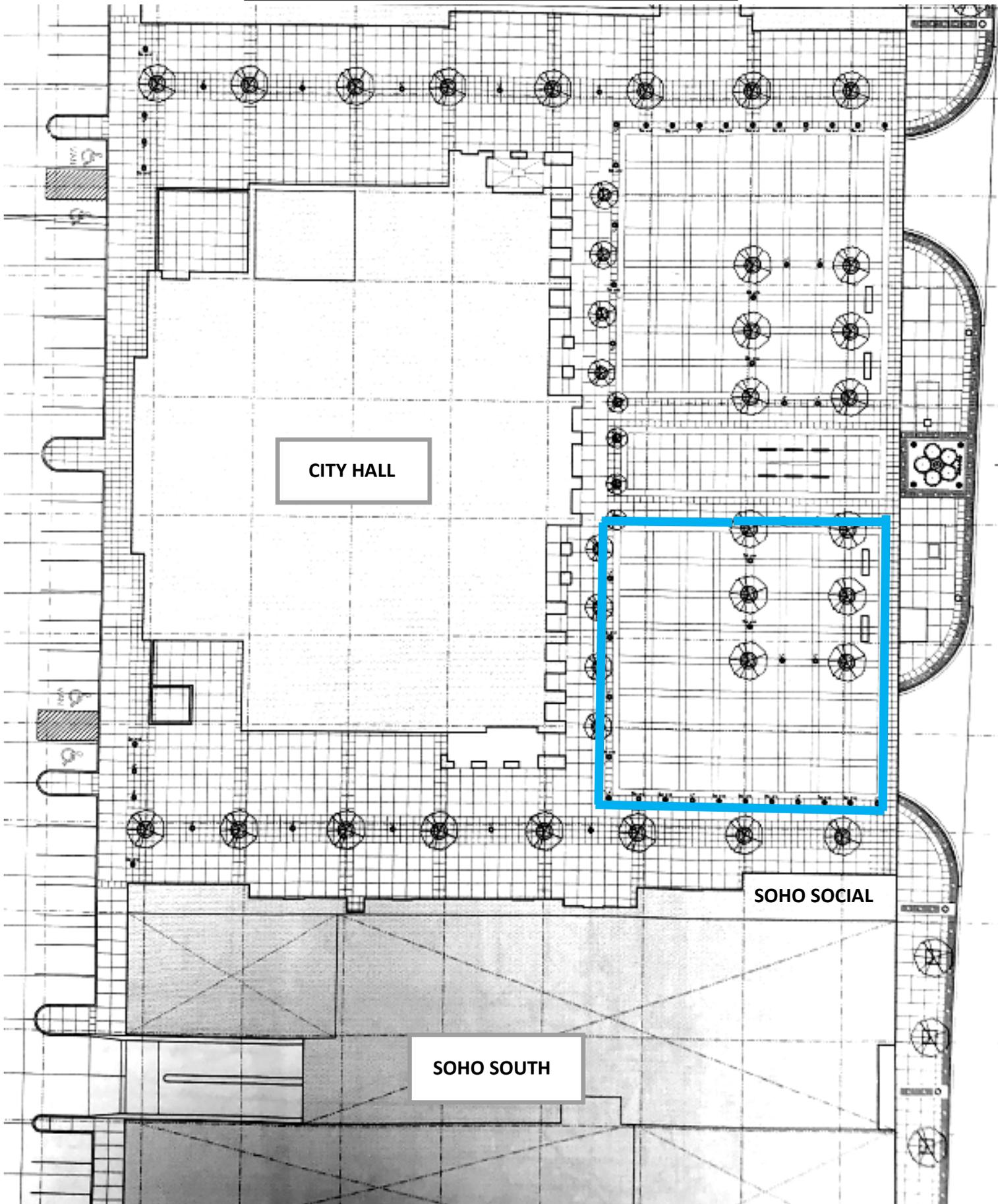


EXHIBIT 2

STATE OF ALABAMA)
JEFFERSON COUNTY)

RELEASE AND WAIVER OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age and cognizant of all legal rights in these regards, does hereby assume any and all risks now or in the future that may arise or result in the course of playing cornhole and my participation in any other related activities. I agree to abide by the cornhole rules and regulations as determined by Go Cornhole, LLC d/b/a CornholeBHM (“CornholeBHM”) at all times, during my participation in cornhole events. As a further consideration of participating in cornhole events, I hereby release, discharge and hold harmless CornholeBHM and the City of Homewood, Alabama and its officers, directors, employees, members, subsidiaries, agents, managers, volunteers, successors and assigns (“Homewood”), and any party which CornholeBHM or Homewood has or may be obligated to indemnify or hold harmless (collectively the “Released Parties”) from any and all damages, loss, costs or expenses, including but not limited to personal injury or death, that may arise in connection with my participation, attendance or involvement in cornhole events or my attendance, involvement and/or participation at any event or gathering that may be organized, authorized, supported or paid for by the Released Parties. I further authorize CornholeBHM to use my likeness or image for purposes of advertising, marketing, promotion or trade without any further compensation, and any images or recordings obtained or procured by CornholeBHM shall be the sole and exclusive property of CornholeBHM, its successors and assigns. This Release and Waiver of All Claims shall be binding on my heirs, personal representatives, executors, administrators, successors and assigns, and the releases and waivers contained herein shall include damages, losses or injuries that may be caused solely or in part by the fault of the Released Parties, including but not limited to negligence, gross negligence and/or recklessness. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND WAIVER OF ALL CLAIMS AND ENTER INTO IT VOLUNTARILY OF MY OWN FREE WILL AND IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN CORNHOLE EVENTS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 2026.

Witness

Player Participant Signature

Player Participant Printed Name

AGENDA

ITEM

08.03.26

**NOTICE OF PUBLIC HEARING
BEFORE THE HOMEWOOD CITY COUNCIL
TO DETERMINE PUBLIC NUISANCE**

Notice is hereby given that, pursuant to the provisions of Article IV entitled “Abatement of Weeds” of Chapter 11 entitled “Health and Sanitation” relating to weeds of the Code of Ordinances of the City of Homewood, including Ordinance Nos. 1750 and 1910, the City Council of the City of Homewood will hold a public hearing relating to the weeds in violation of Article IV of Chapter 11 of the Code of Ordinance that is present on the property described hereinbelow to the extent that such creates a public nuisance and whether to order the public nuisance on the property abated and/or removed after such determination. Notice is given that a public hearing, pursuant to Chapter 11 of the Homewood Code of Ordinances, will be held before the Homewood City Council on _____, **2026** at **Homewood City Hall** at **6:00 p.m.**, at which time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of a determination by the City Council of whether or not weeds are present on the property as to create a public nuisance within the City.

The property to be considered at the public hearing is located at the following address within the City:

**201 Dale Avenue
Homewood, Alabama 35209
Parcel ID No. 29-00-13-2-001-009.000**

Witness my hand this the _____ day of _____, 2026.

City Clerk, City of Homewood

This notice posted: _____, 2026

At the following locations: Mayor’s Office (City Hall), Homewood Public Library, Homewood Senior Center (Oak Grove Road) and Lee Community Center (Rosedale)

And at www.cityofhomewood.com