



**AGENDA
COUNCIL MEETING
CITY OF HOMEWOOD
March 9, 2026
6:00 p.m.**

Resolution No. 26-24

Ordinance No. 2972

Call to Order:

Absent:

Invocation:

Roll Call:

Reading of the Minutes: Council Meeting of February 23, 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 2/23/26)**

OTHER NEW BUSINESS

06.02.26 Request for permission to put yellow stripe on the curb at Linden – **Councilor Lane (Carried Over 2/9/26)**

10.02.26 Request to authorize the Mayor to sign an agreement between Homewood, Mountain Brook, Birmingham, and Jefferson County relating to the eventual comprehensive bridge improvement construction project (that will include pedestrian accessibility) near the current Highway 280 bridge at Hollywood Boulevard – **Mayor Andress**

14.02.26 Amendment of Ordinance No. 1405, Section 2, Entitled “Board of Adjustment, Composition; Terms” and Amendment of Ordinance No. 1405, Section 3, Entitled “Board of Adjustment – Appointment – Regular Members” – **Keith Jackson, Jay Murrill, City Attorneys**

09.03.26 Request for consideration of approval of vouchers for period of February 24, 2026 through March 9, 2026 – **J.J. Bischoff, Chief of Staff; Kellie Lee, Accountant; Bo Seagrist, City Clerk**

Announcements:
Mayor Comments:

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

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 _____, 2025.

Mayor

ATTEST:

City Clerk

This notice posted: _____, 2025

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

10.02.26

RESOLUTION NO. 26-_____

WHEREAS, the City of Homewood, Alabama, the City of Mountain Brook, Alabama, the City of Birmingham, Alabama, and Jefferson County, Alabama, a political subdivision of the State of Alabama (the “County”) are parties to the Highway 280 Public Road Cooperative District (“District”), which was established by said parties in December 2018 under Chapter 99B of Title 11 of the Code of Alabama for the purpose of constructing capital improvements and public infrastructure, specifically a plan to construct a pedestrian bridge across Highway 280 in Birmingham and north of and adjacent to Hollywood Boulevard between Homewood and Mountain Brook (the “Project”); and

WHEREAS, the viability of the Project is no longer feasible, the purpose of the District is precluded, and the parties to the District desire to dissolve the District; and

WHEREAS, under Article Eight of the District’s Certificate of Incorporation, upon dissolution of the District, title to all property, real and personal and, shall pass to and be vested in the County; and

WHEREAS, contingent upon the dissolution of the District, the parties to the District desire for the County to use the residual funds to construct sidewalks on either side of the current 280 bridge at Hollywood Boulevard that extends through Birmingham, Homewood, and Mountain Brook, which once completed will allow the parties to the District to pursue application for State and Federal funding for a comprehensive bridge improvement construction project to include pedestrian accessibility; and

WHEREAS, to effectuate the purposes stated above, the parties to the District would enter into the Intergovernmental Agreement attached as Exhibit A; and

WHEREAS, the City Council has considered the request and has determined that it would be in the public interest and serve a public purpose to authorize the Mayor to execute the Intergovernmental Agreement attached as Exhibit A;

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 Mayor to execute the Intergovernmental Agreement attached as Exhibit A.
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
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter called “Agreement”) is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County") and the City of Homewood, Alabama, the City of Mountain Brook, Alabama, and the City of Birmingham, Alabama (collectively referred to as the “Parties,” and individually as a "Party").

WHEREAS, Section 11-102-1 et seq., Code of Alabama (1975) authorizes counties or incorporated municipalities of the State of Alabama to enter into written contracts with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, The Highway 280 Public Road Cooperative District (“District”) was established by the Parties in December 2018 under Chapter 99B of Title 11 of the Code of Alabama for the purpose of constructing capital improvements and public infrastructure, specifically a plan to construct a pedestrian bridge across Highway 280 in Birmingham and north of and adjacent to Hollywood Boulevard between Homewood and Mountain Brook (the “Project”); and

WHEREAS, the viability of the Project is no longer feasible and the purpose of the District precluded; and

WHEREAS, the Parties therefore desire to dissolve the District; and

WHEREAS, under Article Eight of the District’s Certificate of Incorporation, upon dissolution of the District, title to all property, real and personal and, shall pass to and be vested in Jefferson County, Alabama; and

WHEREAS, contingent upon the dissolution of the District, the Parties desire for the County to use the residual funds to construct sidewalks on either side of the current 280 bridge at Hollywood Boulevard that extends through Birmingham, Homewood and Mountain Brook (outlined and attached hereto as Exhibit A), which once completed will allow the Parties to pursue application for State and Federal funding for a comprehensive bridge improvement construction project to include pedestrian accessibility; and

WHEREAS, the Parties find that it is in the public interest to enter into this Agreement to establish these respective roles and responsibilities and ensure continued coordination among the County and the three municipalities.

NOW WHEREFORE, in consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged,

the Parties do mutually agree as follows:

- I. **PURPOSE:** The intent of this Agreement is to provide for cooperation among the Parties following the dissolution of the Highway 280 Public Road Cooperative District with respect to the management of remaining District funds, post-construction maintenance responsibilities, and coordination of future project improvements.
- II. **TERM:** This Agreement shall become effective upon the later to occur of (i) the dissolution of the Highway 280 Public Road Cooperative District or (ii) execution of this Agreement by all Parties and shall remain in effect until all obligations hereunder are fulfilled, unless otherwise terminated by mutual written consent.
- III. **IMPLEMENTATION:** The Parties agree to implementation as follows:
 - a. **Dissolution and Transfer of Funds:** Upon formal dissolution of the Highway 280 Public Road Cooperative District, all remaining funds shall be transferred to Jefferson County, which shall apply said funds to design, publicly bid, and manage the construction of the sidewalks as described in Exhibit A.
 - b. **Cost Overruns:** Any project costs exceeding available funds, including transferred District funds, shall be borne solely by Jefferson County.
 - c. **Permits:** Each municipality agrees to bear the cost of issuing any permits necessary to be acquired for work completed within their jurisdictional boundaries for the construction of the sidewalks without payment of any additional fees by the County.
 - d. **Maintenance Responsibility:** Each municipality shall assume responsibility for inspection, repair, and maintenance of the portions of the sidewalks located within their respective jurisdictions.
 - e. **Future Enhancements:** Following completion of the sidewalk project, Jefferson County shall pursue MPO TIP funding for additional bridge capacity and pedestrian improvements, in collaboration with the Cities of Birmingham, Homewood, and Mountain Brook.
 - f. **Management and Coordination:** The County shall act as the lead agency for project management and coordination with ALDOT, the MPO, and participating municipalities.
 - g. **Inspections:** County will provide Construction, Engineering & Inspection during the construction phase of the Project. The Cities may provide additional inspection staff for concurrent inspection, provided, however, that the provision or non-provision of such additional inspection staff shall not be deemed to waive or limit any code compliance or other regulatory inspections or approvals by a City.
 - h. **Liability:** Nothing herein shall be construed as a waiver of any Party's sovereign immunity. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

- i. **Incurring Debt:** Except as specifically provided in this Agreement, no Party to the Agreement shall have any other power to incur any debt which shall become the responsibility of any other Party.
- j. **Relationship of Parties:** Except as specifically provided in this Agreement, the execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Parties the relationship of principal or agent or of partnership or of joint venture.
- k. **Jurisdictional Authority:** Except as otherwise provided by law and as limited by this Agreement between the Parties, any entity which contracts to perform or exercise any service or power pursuant to Title 11, Chapter 102 of the Code of Alabama (1975) shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purpose of this Agreement.
- l. **Authorizations:** This Agreement shall not take effect until it has been approved by the governing body of each of the contracting Parties and the Highway 280 Public Road Cooperative District has been dissolved. Approval by a county governing body shall be by adoption of a resolution and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Each Party to this Agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the contracting Parties shall deliver a copy of their resolution or ordinance to the other Parties prior to the effective date of this Agreement.

Each of the Parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and the signature of its representative below has been duly authorized and is binding upon such Party. Each of the Parties hereto does further represent and warrant that this Agreement shall be enforceable against each Party upon the execution hereof by each Party's duly authorized representative. An executed copy of this Agreement shall be filed at the administrative offices of each Party.

- j. **Notice:** Each Party to this Agreement shall designate an individual (hereinafter "Administrator") who may be designated by title or position, to oversee and administer such Party's participation in this Agreement.

The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N Birmingham AL 35203

The City of Homewood's designated Administrator shall be the following:
City Manager
2850 19th Street South
Homewood, AL 35209

The City of Mountain Brook's designated Administrator shall be the following:
Steve Boone, City Manager
56 Church Street
Mountain Brook, Alabama 35213

The City of Birmingham's designated Administrator shall be the following:
James Fowler, P.E.
Chief of Public Infrastructure
710 20th Street North, Birmingham, AL 35203

IV. IMMIGRATION LAW COMPLIANCE: By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting Party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

V. NON-DISCRIMINATION: The Parties acknowledge that Section 3-3-18 of the General Code of the City of Birmingham requires that the following language be included in all of its municipal contracts:

- a. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. In the event of a Party's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts with the other Party.

VI. PARTICIPATION OF HISTORICALLY UNDER-UTILIZED BUSINESS ENTERPRISES.

The Parties acknowledge that the City of Birmingham, as a matter of public policy, encourages minority and women owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

VII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof; and there are no agreements, understandings, warranties or representations between the Parties hereto other than those set forth herein.

VIII. TERMINATION: Any Party hereto may terminate this Agreement prior to work beginning by giving thirty (30) days' notice of the intention to do so to the other Parties. Such notice shall be sent to the governing body of the other Parties.

IX. SEVERABILITY: If any provision of this Agreement is declared by a court having jurisdiction to be illegal or conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(Signatures on following pages)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the County.

JEFFERSON COUNTY, ALABAMA

Date

BY: _____
James A. (Jimmie) Stephens, President

ATTEST:

BY: _____
Aleshia Y. Coleman, Minute Clerk

CITY OF BIRMINGHAM, ALABAMA

Date

BY: _____
Randall L. Woodfin, Mayor

ATTEST:

BY: _____
Lee Frazier, City Clerk

Approved as to Form:

BY: _____
Assistant City Attorney / Date

AGENDA

ITEM

14.02.26

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE NO. 1405, § 2, ENTITLED
“BOARD OF ADJUSTMENT, COMPOSITION; TERMS” AND TO AMEND
ORDINANCE NO. 1405, § 3, ENTITLED “BOARD OF ADJUSTMENT –
APPOINTMENT – REGULAR MEMBERS”**

WHEREAS, the City Council did previously adopt Ordinance No. 1405, § 2 and § 3 on May 11, 1981, which are contained, respectively, within Chapter 17, Article II, Sections 17-21 and 17-22 of the City of Homewood Code of Ordinances. Ordinance No. 1405, § 2 is entitled “Board of Adjustment - Composition; terms” and sets forth the composition and terms for member of the City of Homewood Board of Adjustment. Ordinance No. 1405, § 3 is entitled “Board of Adjustment – Appointment – Regular members” and sets forth the appointment process for regular members of the Board of Adjustment.

WHEREAS, the City Council has determined it to be in the public interest to amend Ordinance No. 1405, §§ 2 and 3;

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

1. That the City Council does by the adoption of this Ordinance amend Ordinance No. No. 1405. § 2 previously adopted by the City Council on May 11, 1981 to read in its entirety, as amended, as follows:

The board of adjustment shall consist of five (5) regular members, four (4) of whom shall be appointed from each of the four wards in the city and who shall reside in the ward for which they are appointed, one (1) of whom shall be appointed from the city at large, and two (2) of whom shall be supernumerary members, who shall be appointed from the city at large, all of whom shall be appointed for terms of three (3) years, or until the respective successors are duly appointed, except that, in the first instance, one (1) regular member shall be appointed for a term of three (3) years, two (2) regular members shall be appointed for terms of two (2) years and two (2) regular members shall be appointed for terms of one (1) year, and, thereafter, each regular member appointed shall serve for a term of three (3) years, or until a successor is duly appointed. The two (2) supernumerary members of the board shall be appointed for terms of three (3) years to serve at the call of the chairman of the board, and each of the supernumerary members shall be eligible for reappointment. Supernumerary members of the board shall be appointed from the city at large in the manner hereinafter provided in [section 17-23](#).

2. That the City Council does by the adoption of this Ordinance amend Ordinance No. 1405. § 3 previously adopted by the City Council on May 11, 1981 to read in its entirety, as amended, as follows:

All appointments of regular members of the board shall be made by the governing body in the following manner: The duly elected council member from each respective ward of the city may place in nomination the names of one (1) or more persons who are bona fide residents of, and qualified voters in, the ward of the city represented by the respective council member nominating such persons. The governing body, by majority vote, shall select and appoint one (1) such person as the regular member of the board from that ward of the city.

The mayor may place in nomination the names of one (1) or more persons who are bona fide residents of, and qualified voters in, any ward of the City of Homewood. The governing body, by majority vote, shall select and appoint one (1) such person as the regular at-large member of the board.

Priority shall be given to nominees who possess knowledge of or experience in matters related to planning, architecture, engineering, real estate, legal, construction, or related fields. The governing body shall give due consideration and substantial weight to nominees submitted by the council member representing the ward and to the nominees submitted by the mayor.

If, however, a majority of the governing body determines by a vote at a duly called public meeting that none of the nominees submitted by a ward's council member are qualified under the standards set forth herein, then any member of the governing body may nominate one (1) or more additional qualified persons who are bona fide residents of, and qualified voters in, that ward. The governing body shall in that case select by majority vote a member of the board from said nominations.

If a majority of the governing body determines by a vote at a duly called public meeting that none of the nominees submitted by the mayor are qualified under the standards set forth herein, then any member of the governing body may nominate one (1) or more additional qualified persons who are bona fide residents of, and qualified voters in, any ward of the City. The governing body shall in that case select by majority vote a member of the board from said nominations.

3. All other sections of Ordinance No. 1405 shall remain in full force and effect, including §§ 1, 4, 5, 6, and 7.

4. That this Ordinance as amended shall become effective as of that date upon its adoption by the City Council, or as otherwise becoming law.

ADOPTED this the _____ day of _____, 2026.

APPROVED:

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

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned City Clerk of the City of Homewood, do hereby certify that the foregoing Ordinance No. _____ is a true and correct copy of an ordinance passed by the City Council of said City at a regular meeting held on _____, 2026, a quorum being present, and as same appears of record in Minute Book No. _____.

City Clerk, City of Homewood