



**AGENDA
COUNCIL MEETING
CITY OF HOMEWOOD
April 13, 2026
6:00 p.m.**

Resolution No. 26-34

Ordinance No. 2975

Call to Order:

Invocation:

Roll Call:

Reading of the Minutes: Council Meeting of March 23, 2026

Board Vacancies:

Reminder:

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

OLD BUSINESS AGENDA

08.03.26 Public Hearing set for April 27, 2026 at 6:00 p.m. for declaring property at 201 Dale Avenue a public nuisance due to a dead tree – **Scott Cook, Code Enforcement**

OTHER NEW BUSINESS

12.03.26 Request for consideration to permit a landscaping bed to extend into the city right-of-way adjacent to 3200 Whitehall Road – **Wyatt Pugh, Building Official**

14.03.26 Request to declare miscellaneous vehicles and items surplus – **Blake Graves, Fleet Maintenance**

12.04.26 Request for consideration of approval of vouchers for period of March 24, 2026 through April 13, 2026 – **J.J. Bischoff, Chief of Staff; Kellie Lee, Accountant; Bo Seagrist, City Clerk**

Announcements:

Mayor Comments:

AGENDA

ITEM

12.03.26

RESOLUTION NO. 26-_____

WHEREAS, David Saunders, the owner of the property located at 3200 Whitehall Road, has requested the City of Homewood (the “City”) to permit certain improvements in the right-of-way located adjacent to 3200 Whitehall Road; 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 David Saunders, the owner of the property located at 3200 Whitehall Road 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 David Sauders, owner of the property located at 3200 Whitehall Road, 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:

GRANTEE is granted revocable permission to extend a landscaping bed into the CITY’S right-of-way, as depicted in Exhibit 1 attached hereto. Notwithstanding such permission, the CITY expressly retains all rights to access, use, maintain, repair, alter, or improve the right-of-way at any time, in its sole discretion.

GRANTEE acknowledges and agrees that any landscaping improvements, including but not limited to plants, edging, soil, and irrigation systems or lines, are installed at GRANTEE’S sole risk. The CITY shall have no responsibility or liability for any damage to or destruction of such improvements resulting from the CITY’S exercise of its rights within the right-of-way.

GRANTEE agrees to indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from and against any and all claims, damages, losses, or expenses arising out of or related to the installation, maintenance, or existence of such landscaping within the right-of-way.

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, David Saunders

ATTEST:

GRANTOR, City of Homewood

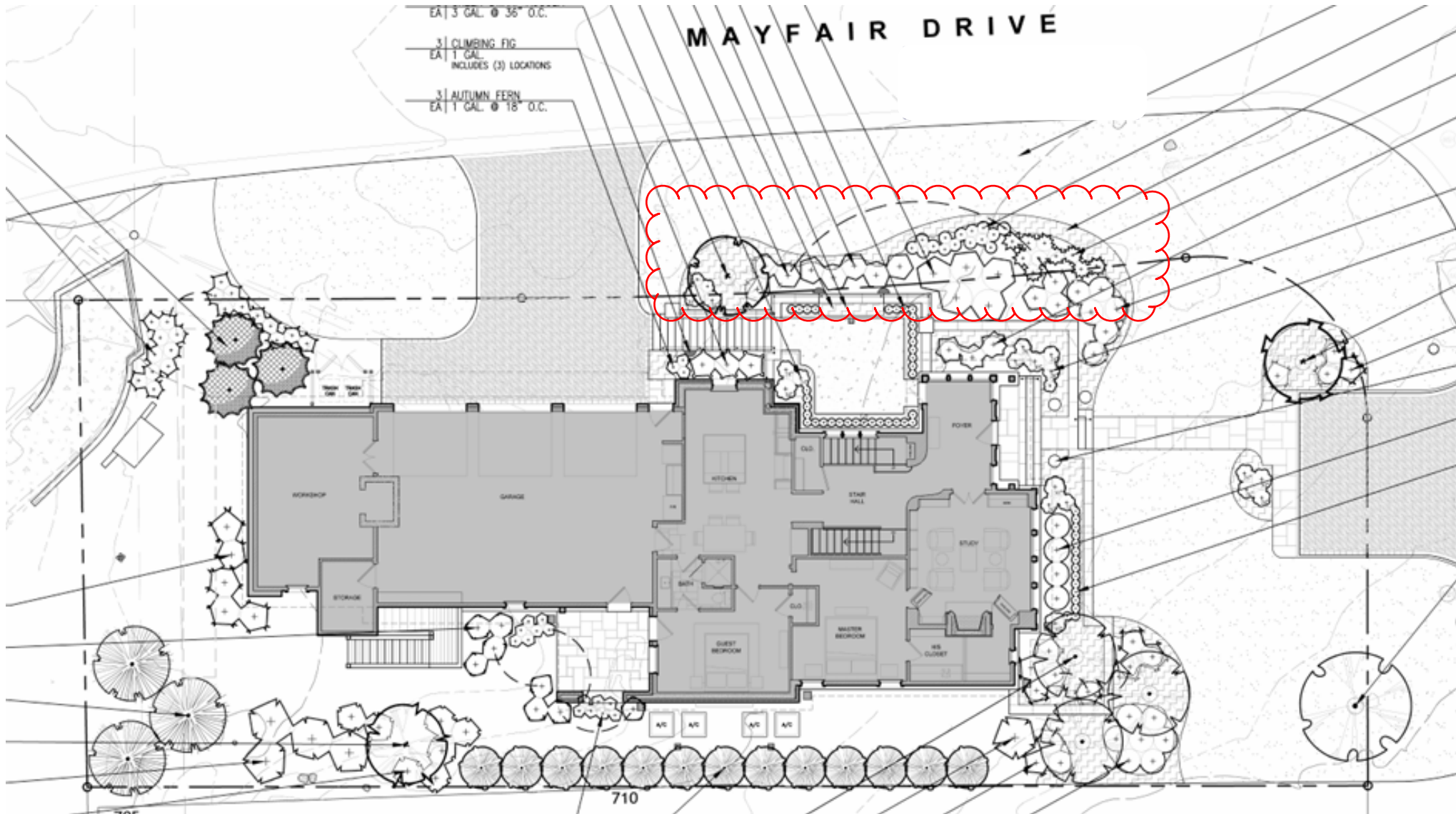
By: Cale Smith

Its: City Manager

EXHIBIT 1

3200 WHITEHALL ROAD

Request to Work in ROW to Install Landscaping



AGENDA

ITEM

14.03.26

ORDINANCE NO. _____

AN ORDINANCE TO DECLARE CERTAIN PROPERTY AS SURPLUS

Section 1. It is hereby established and declared that the following described personal property of the City of Homewood, Alabama, is no longer needed for the public or municipal purposes and is therefore declared surplus property (the "Property"), to-wit:

- Miscellaneous items identified in Exhibit A attached hereto

Section 2. That the City Manager and City Clerk be, and they hereby are, authorized and directed to dispose of the Property by auction to the highest bidder.

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

Mayor

ATTEST:

City Clerk

EXHIBIT A

March 13, 2026

FROM: Blake Graves, Fleet Maintenance Director

RE: Surplus request

Request to declare the following surplus:

35ft 20 Ton trailer

M105A1 Trailer

2000 GMC Sierra 2500 Vin# 1GTGC24F6YF421908

Ingersoll Rand Gas powered compressor Model#30t

Central Machinery Grinder Model# 46727

16 Ton Pipe Bender Model# 144206

Wall Enterprises Blade Sharpener Model# BG-121

AJ Smith Drill Sharpener

9- 235/55R17 Tires

8- 225/60R18 Tires

Inspections & Zoning

13 Desks

2 Bookshelves

1 HP Plotter

Park & Recreation

2004 International 4300 Vin# 1HTMMAAL14H615719