



**AGENDA  
COUNCIL MEETING  
CITY OF HOMEWOOD  
April 27, 2026  
6:00 p.m.**

*Resolution No. 26-37*

*Ordinance No. 2976*

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**Call to Order:**

**Invocation:**

**Roll Call:**

**Reading of the Minutes: Council Meeting of April 13, 2026**

**Board Vacancies:**

*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**

**01.04.26**      Request for consideration of Grant Application for "Homewood Lecture Series - Niki Sepsas" through America 250 AL – **Amy Zari**

**02.04.26**      Request for consideration to work in right-of-way adjacent to 609 Devon Drive **Wyatt Pugh, Building Official**

**04.04.26**      Request to Amend Homewood's agreement with the BJCTA to allow for micro-transit – **Cale Smith, City Manager**

**05.04.26**      Request to amend budget to fund Barnes & Barnes Law Firm, P.C. for Municipal Appeal in Circuit Court– **Cale Smith, City Manager**

**06.04.26**      Request to amend budget for stormwater and capital projects – **Cale Smith, City Manager**

- 07.04.26** Request permission to adopt a driver selection policy – **Cale Smith, City Manager**
- 08.04.26** Request permission to fund CitiBot's webchat annual subscription – **Cale Smith, City Manager**
- 11.04.26** Request to rezone 2773 & 2777 BM Montgomery Street from their current zoning designation of C-2, Neighborhood Shopping District to a C-4, Central Business District zoning classification to permit the renovation and reuse of the existing buildings for the development of a health fitness center – **Conrad Garrison / Christine Thornton, Studio Vestige**
- 21.04.26** Request for consideration of approval of vouchers for period of April 14, 2026 through April 27, 2026 – **J.J. Bischoff, Chief of Staff; Kellie Lee, Accountant; Bo Seagrist, City Clerk**

**Announcements:**  
**Mayor Comments:**

**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 April 27, 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 23 day of March, 2026.

  
\_\_\_\_\_  
City Clerk, City of Homewood

**This notice posted:** March 24, 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](http://www.cityofhomewood.com)**

## **RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, the City Council of the City of Homewood has previously codified in the Code of Ordinances Article IV entitled “Abatement of Weeds” of Chapter 11 entitled “Health and Sanitation” relating to weeds upon any property within the City of Homewood, Alabama; and

**WHEREAS**, the Building Regulations Superintendent or his designee has notified the owner of the property described herein to properly remove the weeds located on such property, which is dangerous to public health, safety and welfare, pursuant to Article IV of Chapter 11 of the Code of Ordinances of the City of Homewood; and

**WHEREAS**, the City Council has been requested to determine whether or not a public nuisance exist on the following described property:

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

**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, after public hearing, does find and determine that a public nuisance does exist on the property identified hereinabove and does further find that the owner of the property has been given notice pursuant to Article IV entitled “Abatement of Weeds” of Chapter 11, entitled “Health and Sanitation” of the Code of Ordinances of the City of Homewood to remove and abate such nuisance.
2. That the owners or occupants of the property identified above have failed or refused to abate the nuisance after notice of such condition has been provided to the owner and time being given for the abatement of such nuisance pursuant to the Code of Ordinances.
3. That the City Council does by the adoption of this Resolution declare that a public nuisance exists, and that the owner of the property has failed to remove weeds as defined in Article IV of Chapter 11 of the Code of Ordinance located on the property, which the Council has determined by the adoption of this Resolution to be dangerous to the public health, safety and welfare in violation of Article IV of Chapter 11 of the Code of Ordinances of the City of Homewood.
4. That the City Council does by the adoption this Resolution authorize the Building Regulations Superintendent or his designees to abate the nuisance on the property identified above pursuant to Article IV of Chapter 11 of the Code of Ordinances of the City of Homewood or the Code of Alabama, and does authorize that any work necessary to be performed may be performed by the City, its agents, employees or representatives or by independent contractors.
5. That the Building Regulations Superintendent is authorized and directed to take whatever steps are necessary in order to abate the existing public nuisance and to bring the property

incompliance with the terms of Article IV of Chapter 11 of the Code of Ordinances of the City of Homewood in removing the weeds located on the property in violation of the Code of Ordinances.

6. That, upon the completion of the abatement of the nuisance, the City Clerk and Building Regulations Superintendent shall provide the City Council with notice of the costs and that further action shall be taken at that time in order to reimburse the City for the costs of the abatement and the administrative costs associated therewith, pursuant to Article IV of Chapter 11 of the Code of Ordinances and the Code of Alabama.

7. 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**

**01.04.26**

## Agenda Item Request Form

Directorate/Presenter

Amy Zari

Issue

Grant Application for "Homewood Lecture Series - Niki Sepsas" through America 250 AL

Discussion

Request Council support to apply for the America 250 AL Semiquincentennial Community Grant to fund a series of lectures at the Homewood Public Library to presented by Niki Sepsas. Requesting \$1,250.00 through the grant to fully fund the lecture series and printing of promotional flyers, with no local match.

Recommendation

Recommend approval.

Today's Date

Tuesday, March 24, 2026

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, the Library has requested the City consider approving an application for the America 250 AL Semiquincentennial Community Grant (the “Grant”) to fund a series of lectures at the Homewood Public Library to be presented by Niki Sepsas at a cost of \$1,250.00 through the Grant to fully fund the lecture series and printing of promotional flyers, with no local match; 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 application for such Grant.

**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 Library to apply for the America 250 AL Semiquincentennial Community Grant (the “Grant”) to fund a series of lectures at the Homewood Public Library to be presented by Niki Sepsas at a cost of \$1,250.00 through the Grant to fully fund the lecture series and printing of promotional flyers, with no local match.

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

**AGENDA**

**ITEM**

**02.04.26**

# Agenda Item Request Form

Directorate/Presenter

Wyatt Pugh

Issue

Consider request to work in right-of-way adjacent to 609 Devon Drive.

Discussion

Owner requests to remove and replace stairs, retaining wall, handrails, and landscaping in the right-of-way directly in front of the lot along Devon Drive.

Recommendation

Recommend approval with execution of an indemnification agreement.

Attachments



ROW IMPROVEMENTS REQUEST - 60... .pdf

Today's Date

Wednesday, April 1, 2026

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, Beth and Chris Eidson, owners of the property located at 609 Devon Drive in the City, have requested the City of Homewood (the “City”) to permit certain improvements in the right-of-way located on at 609 Devon 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 Beth and Chris Eidson, owners of the property located at 609 Devon 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 Beth and Chris Eidson, owners of the property located at 609 Devon 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:

Removal and replacement of stairs, retaining wall, handrails and landscaping in the right-of-way directly in front of the lot along Devon Drive as described and depicted in Exhibit 1 attached hereto and pursuant to permit(s) issued by the City,

GRANTEES acknowledge and agree that any improvements, including but not limited to stairs, retaining wall, handrails, plants, edging, soil, and irrigation systems or lines, are installed in the CITY’s right-of-way 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 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, Beth Eidson**

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
**GRANTEE, Chris Eidson**

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
**GRANTOR, City of Homewood**

By:     Cale Smith    

Its:     City Manager

## Eidson Residence 609 Devon Drive—Work in ROW

### Work Description

- A portion of a replacement exterior stairway consisting of approximately **20 boulder slab steps** installed within the existing slope to provide pedestrian access from street level toward the residence/driveway area.
- A portion of an associated **stone veneer retaining wall**, matching the existing wall character, with a stated **maximum height of 36 inches**.
- Associated **handrails and/or guardrails** related to the stair installation, as depicted in the submitted details.
- Associated grading, drainage, planting, and erosion-control measures directly related to the stair and wall installation, as shown on the approved exhibit plan.





The proposed project includes replacement of a staircase in the front yard. The previous staircase was made of wood timbers and was rotting. The elevation change from the street is approximately 12-14 feet from Devon Dr to the garage level of the home, requiring a staircase for safe access to our house from the street. The staircase consists of multiple steps extending up the slope, with only a small portion of steps in the ROW. The remaining portion of the staircase is on our property. The improvement is necessary to ensure safe and stable access to our home. To make it possible for a person to walk safely from street level to the house, steps have to begin near the street level and extend to the existing driveway. There is very limited space to place the steps and still allow for both cars and people. We'd like to reach the mailbox safely and for neighbors and visitors to be able to reach our house without having to walk up the very steep driveway. The staircase design will be constructed using stone steps with proper drainage. The wall beside the steps was made of loose rock before but the plan is improved with rock veneer with proper drainage. The proposal also includes additional new plants. No trees will be removed from the property. Potentially other things to consider: our neighbor has a small retaining wall already in the right of way, there is no sidewalk on our street, and our house is one of many that have encroachments on the right of way because of the age of the construction of the homes. Thank you for your consideration. Please let us know if there is any additional information that would be helpful.

Beth and Chris Eidson

**AGENDA**

**ITEM**

**04.04.26**

# Agenda Item Request Form

Directorate/Presenter

Cale Smith

## Issue

Request to Amend Homewood's agreement with the BJCTA to allow for micro-transit.

\*Example City of Bham services agreement is attached. I'm trying to get the resolution from them also.

## Discussion

The amendment will provide micro-transit service with the City of Homewood. Community Foundation of Greater Bham will grant BJCTA up to \$792,000 to provide this pilot program (service) from July 2026 through September 2027. After September 2027, the City of Homewood may choose to do less or more micro-transit depending on usage and data. However, the City of Homewood would be responsible for payment.

## Recommendation

I recommend to not approve. Micro-transit is a great opportunity for transportation in Homewood, but knowing what I currently know about our budget, an additional \$600k (on top of the approximate \$400k that goes to BJCTA) is unsustainable.

## Attachments



2026-3 Via Pricing Homewood.pdf



City of Bham\_BJCTA Services Agreem....pdf

Today's Date

Monday, April 6, 2026

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, the City of Homewood, Alabama (the “City”) is a participant in an agreement with the Birmingham-Jefferson County Transit Authority (“BJCTA”) for the provision of public transportation services; and

**WHEREAS**, the City Council desires to evaluate additional transportation options, including micro-transit services, to enhance mobility and accessibility for residents and visitors; and

**WHEREAS**, the City Council finds it would be in the public interest, serve a public purpose, and be in the best interest of the City to review the feasibility of including micro-transit services within the existing agreement with BJCTA without increasing the City’s financial obligation for the remainder of Fiscal Year 2026, and to further evaluate the inclusion of such services in the Fiscal Year 2027 agreement with BJCTA at no additional cost to the City;

**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. The City Manager is hereby authorized and directed to review the prospect of amending the existing agreement between the City and BJCTA to include micro-transit services as an additional service, provided that any such amendment shall not increase the cost to the City for the remainder of Fiscal Year 2026.
2. The City Manager is further authorized and directed to review and evaluate the feasibility of including micro-transit services in the City’s agreement with BJCTA for Fiscal Year 2027, with the objective that such services be provided at no additional cost to the City.
3. The City Manager shall report his findings, together with any recommendations and any proposed amendment to the existing agreement between the City and BJCTA, to the City Council on or before June 22, 2026.
4. 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

# Homewood

## Homewood Expansion Pricing Proposal for BJCTA

Via Transportation

Service Hours Scenario	Fleet Composition	Not-to-Exceed Cost			Additional One-Time Upfront Costs	*Base Fee Per Vehicle Hour	3 Year Total
		July '26 - Sept '27	Oct '27 - Sep '28	Oct '28 - Sep '29			
M-F 5am-9pm Sat 7am-8pm	up to 3 additional vehicles	\$0.74M	\$0.61M	\$0.63M	\$52k	\$57.00	\$2.03M

Note:

One-time upfront costs include two WAV retrofits and four vehicle wraps, which will be treated as a pass-through at-cost.

\*Fee per vehicle hour subject to annual 3% CPI increase

## Transportation and Infrastructure Committee Meeting 2025 Submission Sheet

Date Submitted: August 6, 2025      For Meeting Date: August 11, 2025

**Description of item as it should appear on agenda:**

A Public Transportation Services Agreement between the **Birmingham-Jefferson County Transit Authority (“BJCTA”)** and the City of Birmingham, under which the BJCTA will provide public transportation services to include fixed route and demand response (paratransit) services and Bus Rapid Transit (BRT) services, for an amount not to exceed \$14,000,000, which compensation is comprised of \$11,000,000 for fixed route and paratransit services and \$3,000,000 for BRT services.

Submitted by: Chaz Mitchell

Department: Mayor's Office

Extension: 2771

Recommended Funding Source:

001 400 96300 96301.550-004 (General Fund Boards & Agencies Boards & Agencies Transportation B'ham Transit Authority. Annual Contributions-Transportation)

Amount: \$14,000,000

**Please use this form to submit each item to be placed on the Transportation Committee Agenda. Use a plain sheet of paper, if needed, for additional item description.**

**\*\*\* Submit agenda items via paper and email to:**

**Kimberly A. Phillips at [Kimberly.Phillips@birninghamal.gov](mailto:Kimberly.Phillips@birninghamal.gov)**

**and Darrell O'Quinn at [Darrell.OQuinn@birninghamal.gov](mailto:Darrell.OQuinn@birninghamal.gov)**

**no later than 12:00 p.m. on the Thursday before the upcoming committee meeting date.**

**Digital copies of this sheet must be submitted in Microsoft Word format.**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
PUBLIC TRANSPORTATION SERVICES AGREEMENT**

THIS PUBLIC TRANSPORTATION SERVICES AGREEMENT (“Agreement”) is made and entered into on this the \_\_\_\_ day of August, 2025 (the “Effective Date”), by and between the **BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**, a public corporation organized under the laws of the State of Alabama (hereinafter referred to as “BJCTA”) and the **CITY OF BIRMINGHAM, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as “City”).

**WITNESSETH:**

WHEREAS, BJCTA was established by Alabama Legislative Act No. 1971-993 to provide public mass transportation services to municipalities throughout Jefferson County, Alabama, which Act was repealed and replaced by Act No. 2013-380 of the Alabama Legislature (as amended, the “Act”) to expand and improve public transportation services; and

WHEREAS, a public mass transit system accommodates the transportation needs of a growing metropolitan area and has an economic impact on the quality of life for all citizens, whether they use public transportation or not; and

WHEREAS, BJCTA has the expertise and personnel to provide public transportation services to include fixed route, demand response (paratransit) services, microtransit services and bus rapid transit (BRT) services within the City limits (collectively, the “Public Transportation Services”); and

WHEREAS, the City elects and requests that BJCTA continues to provide Public Transportation Services as part of a transit system (the “Transit System”) in accordance with the Act; and

WHEREAS, BJCTA desires to provide such Public Transportation Services to the City.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties contained herein and other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1  
Services**

**1.1 Services Generally.** BJCTA agrees to provide administrative services, equipment, personnel and management necessary to provide the Public Transportation Services. BJCTA shall operate the Transit System in accord with the routes and scheduled days and hours of operation that are being operated in the City as of the Effective Date and for such other occasional services as from time to time may

be agreed upon by the City and BJCTA. Any change in rates, fees, and charges shall take effect only if approved by the City.

**1.2 Collection of Fees.** BJCTA shall collect fees and charges for any Public Transportation Services rendered by it pursuant to this Agreement for the Transit System only at the rates which have been approved by the City.

**1.3 Operation Changes.** If, at any time, BJCTA desires to make changes in its operations, safety, or service of the Transit System that may adversely affect Public Transportation Services in the City, BJCTA shall notify the City by giving thirty (30) days' written notice detailing such changes. The Mayor or his/her designee shall approve such changes in writing prior to implementing such changes, with any such approval not to be unreasonably withheld.

**1.4 BJCTA's Obligations.** In addition to providing Public Transportation Services within the City, BJCTA shall be responsible for the following:

- a. Maintain its buses in a safe, clean manner, and in good mechanical condition;
- b. Furnish qualified drivers or operators properly trained and licensed to perform in a professional manner in accordance with the schedule of use and operation as approved by the City;
- c. Operate buses in a safe, reliable, convenient, and cost-effective manner for the benefit of the City's ridership;
- d. Provide scheduling information to the City and to the public;
- e. Be responsible for posting and placing all bus stop signage for designated routes; and
- f. Ensure buses and facilities are in compliance with Americans with Disabilities Act standards.

## **SECTION TWO**

### **Term**

**2.1 Term.** The term of this Agreement (the "Term") shall commence as of the Effective Date and shall terminate on June 30, 2026, unless sooner terminated as provided herein.

**2.2 Time is of the Essence.** The parties recognize that time is of the essence in the performance of the Public Transportation Services under this Agreement.

## **SECTION THREE**

### **Compensation**

**3.1 Compensation.** The total compensation the City shall pay BJCTA for all Public Transportation Services under this Agreement (the "Compensation") shall not exceed the sum of Fourteen Million and No/100 Dollars (\$14,000,000.00), which Compensation is comprised of Eleven Million and No/100 Dollars (\$11,000,000.00) for fixed route and paratransit services and Three Million and No/100 Dollars (\$3,000,000.00) for BRT services. The Compensation shall be payable in four (4) installments of Three Million Five Hundred Thousand and No/100 (\$3,500,000.00) each on the following dates:

- a. Seven (7) days following the Effective Date (the “Initial Payment”)
- b. October 1, 2025
- c. January 1, 2026
- d. April 1 2026.

The total Compensation shall include all expenses including, but not limited to, services, printing, copying, binding, postage, express mail, courier service, and reports. The parties agree that this sum represents the City’s share of the costs of operating, maintaining, repairing, replacing, extending and improving the Transit System during the Term. BJCTA shall provide not less than 62,000 total service hours of Public Transportation Services to the City.

**3.2 Requests for Payment.** With respect all payments other than the Initial Payment, BJCTA shall submit a written request for payment to the City at least fourteen (14) days prior to the date on which the payment is due. BJCTA’s request for the Initial Payment shall be due on the Effective Date. Each request for payment shall outline in reasonable detail the Public Transportation Services performed during the previous calendar quarter. Such request for payment shall be submitted to City of Birmingham, Director of Finance, 710 20<sup>th</sup> Street North, Birmingham, Alabama 35203. It is expressly understood and agreed that all Public Transportation Services provided by BJCTA shall be subject to review by the City at the City’s discretion. Payment by the City shall not be deemed to mean that the City is satisfied with BJCTA’s Services and shall not constitute a waiver of the City’s right to require correction of any service deficiencies.

**3.3 Reports.** BJCTA shall provide reports to the Transportation and Infrastructure Committee of the Birmingham City Council, or any successor committee thereto (the “Transportation Committee”), as may be reasonably requested. BJCTA shall submit the following reports to the Transportation Committee, the City’s Department of Transportation, and the City’s Chief of Operations the following: a “Transportation Ridership Report” of BJCTA passenger ridership in the City and surrounding service areas for each preceding month commencing July 1, 2025, and shall continue on the 20th day of each month thereafter. Ridership shall be counted based on boardings. The Transportation Ridership Report shall include, but shall not be limited to, the number of buses operating each day in the City, on-time performance, monthly ridership by route, average weekday boardings, average Saturday boardings, missed trips per month with explanations of the reasons for the missed trips, unrelated to workforce shortage, to the extent practicable, BJCTA’s goals and efforts to increase ridership, and a summary of customer written and oral complaints, including the number of complaints per month. BJCTA will update bus information to the the Federal Transportation Administration (FTA) National Transit Database (NTD) on its annual schedule. BJCTA will provide the above information with reports from the Avail transit management software system to include the information listed above.

BJCTA agrees to host an in-person work session in January 2026 where it will present an overview of transit operations and data to interested City Councilors and representatives from the Mayor’s office. In this work session, BJCTA will provide the representatives from the City with an opportunity to ask questions and discuss the operations of the agency in deeper detail than what is able to be covered in the typical monthly reporting.

**3.4 Failure to Submit Reports.** If BJCTA fails to submit a monthly Transportation Ridership Report to the City, the City’s obligation to pay the Compensation shall be suspended until such time

as BJCTA furnishes such Transportation Ridership Report. If any Transportation Ridership Report is more than three (3) months past due, the City may, upon written notice to BJCTA, terminate this Agreement, such termination to be effective thirty (30) days after the City provides such written notice. However, the City's failure to terminate this Agreement with respect to any delinquent Transportation Ridership Report shall not in any way be construed as or constitute a waiver by the City of BJCTA's obligation to furnish a monthly Transportation Ridership Report to the City.

**3.5 Transition Plan.** BJCTA has submitted its Operations Bus Redesign strategic plan titled the 70/30 Plan and agrees to provide the remaining company plan to the City by December 31, 2025. The plan will be a multi-faceted vision for the agency, including a vision for the services offered by the agency as well as a vision for changes to the internal operations of the agency. The plan will be a tool for tracking progress against ongoing annual goals with identified tactics to measure progress that support the vision as supported by local funding allocations. The plan will cover, but not be limited to the following topics:

- Strategy for evolving the current fixed-route bus system into a more-focused, more-frequent bus system, as the City's funding will allow that is well-aligned with the City's communicated future growth strategies
- Strategy for expanding microtransit as a part of the public transportation system within the City of Birmingham and also within the broader region as supported by local funding.
- Strategy for providing integrated data management and reporting for ongoing operations of the agency.

**3.6 Mobile App.** BJCTA agrees to further implement the MAX mobile app by making it available for smart phones and other mobile devices. BJCTA agrees to complete testing of the MAX mobile app by December 31, 2025, with full implementation of the app to be completed by March 31, 2026.

## **SECTION FOUR**

### **Accounting and Audit**

**4.1 Audit.** BJCTA agrees to furnish (at no cost to the City) to the Director of Finance of the City and the Internal Audit Division of the Mayor's Office (the "Internal Audit Division") any and all information which may be requested regarding the use and expenditure of funds paid by the City to BJCTA and to allow audits by the Internal Audit Division and the Director of Finance of the City (or his/her designee) of such funds. BJCTA shall, at the request of the City, provide in the offices of BJCTA all books and records, accounts, statements, and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of BJCTA's operations and/or finances. If BJCTA refuses to honor the City's written request within thirty (30) days, the City may terminate this Agreement by giving thirty (30) days' written notice to BJCTA. All reports, evaluations, financial data and audits required of BJCTA shall be provided to the Mayor or his/her designee. The Internal Audit Division shall have the right to monitor this Agreement for compliance through its duration and to audit this Agreement for three (3) years after the expiration or earlier termination thereof.

**4.2 Accounting.** BJCTA agrees that it will institute and maintain accounting procedures adequate to document the uses of all funds paid by the City to BJCTA and will allow such audit as the City may desire. Receipts and disbursements of City funds shall be maintained by BJCTA with reasonable financial records supporting such amounts.

## **SECTION FIVE**

### **Indemnification and Insurance**

**5.1 Indemnification.** BJCTA agrees to forever release and discharge, save and hold harmless and indemnify the City, and each elected and appointed official, director, officer, employee and agent thereof (collectively, the “Indemnified Parties”), from and against any and all claims and liabilities of any character or nature whatsoever, regardless of by whom asserted or imposed, and losses of every conceivable kind, character and nature whatsoever (collectively, “Claims and Losses”) claimed by or on behalf of any person, firm, corporation or governmental authority, arising out of, resulting from, or in any way connected with this Agreement, the Transit System or the Public Transportation Services claimed against the Indemnified Parties, or any of them, whose actions are not otherwise unlawful, excluding however such Claims and Losses attributable to the willful misconduct of the Indemnified Parties.

**5.2 Insurance.** BJCTA shall maintain insurance as will protect the City from claims for bodily injury, or death, or property damage which may arise from the negligent performance by its employees in the functions and Public Transportation Services required under this Agreement. Such insurance shall include, at a minimum, Worker’s Compensation or Employer’s Liability coverage, Comprehensive General Liability and Business Automobile General Liability insurance or proof of self-insurance in the following amounts:

- a. Worker’s Compensation: Alabama statutory limits.
- b. Comprehensive General Liability: Federal statutory limits as set by the Federal Transportation Authority, on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 aggregate for personal injury, bodily injury and property damage.
- c. Business Automobile General Liability: Federal statutory limits as set by the Federal Transportation Authority on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage.

**5.3 Notice of Cancellation.** All certificates of insurance shall provide thirty (30) days’ written notice to the City before a policy(ies) of insurance is canceled, materially changed, or not renewed. A certificate of insurance evidencing the above minimum requirements must be provided to the City prior to any payment of any Compensation.

## **SECTION SIX**

### **Termination**

**6.1 Effect of Termination on Funding.** Notwithstanding any other provision of this Agreement, the termination of this Agreement for any reason stated herein shall not affect the City’s obligation to provide the funding required pursuant to Sections 11-32-25 and 11-32-30 of the Code of Alabama (1975), as now in effect or hereafter amended..

**6.2 Termination for Convenience.** The City, at any time, may terminate this Agreement for any reason or any one of the reasons set forth herein by giving BJCTA thirty (30) days’

advance written notice. Upon termination of this Agreement, BJCTA shall cease providing any Public Transportation Services within the City as of the date this Agreement is terminated and refund to the City the prorated amount paid by the City for Public Transportation Services not provided by BJCTA, if any, or, at the City's sole option, allow BJCTA to continue to provide Public Transportation Services until the prorated amount paid by the City is expended.

**6.3 Termination for Default.** Upon the occurrence of a material breach of this Agreement by one party, the other party may provide written notice of such breach specifying the nature of the breach in reasonable detail. Except as provided herein, in the event the breaching party fails to cure the breach within thirty (30) days following the delivery of such notice, the non-breaching party may terminate this Agreement by giving ten (10) days' written notice thereof to the breaching party.

## SECTION SEVEN Notices

**7.1 Notices.** All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid or by personal delivery, and addressed as follows:

To BJCTA: Charlotte Shaw  
Executive Director  
Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue, 2nd Floor  
Birmingham, Alabama 35203

With a copy to: Glenn Dickerson  
Chief Financial Officer  
Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue, 2nd Floor  
Birmingham, Alabama 35203

If to the City: City of Birmingham  
City Clerk's Office  
710 - North 20th Street, 3rd Floor  
Birmingham, Alabama 35203

With a copy to: City of Birmingham  
Office of City Attorney  
710 – 20th Street North, 6th Floor  
Birmingham, Alabama 35203.

## **SECTION EIGHT General Terms**

**8.1 Immigration Act Compliance.** BJCTA agrees to comply with all applicable provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Section 31-13-1 et seq., Code of Alabama (1975), as amended (the "Immigration Act"), with respect to its contractors. BJCTA represents and warrants that BJCTA shall not hire, retain or contract with any contractor which BJCTA knows is not in compliance with the Immigration Act. By signing this Agreement, the contracting parties affirm, for the duration 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.

**8.2 Historically Under-utilized Business Enterprise Participation.** BJCTA acknowledges and agrees the City of Birmingham, as a matter of public policy, encourages participation of minority- and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises (HUBEs) 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.

**8.3 Compliance with Laws.** BJCTA warrants that it will comply with all laws, ordinances and regulations applicable to its activities and agrees that such compliance is an essential condition of this Agreement. BJCTA shall comply, and shall cause its officers, agents, employees and contractors to comply, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws, including, but not limited to, the Americans with Disabilities Act, applicable to the execution, compliance, implementation, and functions of this Agreement.

### **8.4 Relationship of Parties.**

(a) BJCTA, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps, at its own expense, as the City may from time-to-time request, to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which Public Transportation Services provided for herein are performed but, to the contrary, BJCTA shall be wholly responsible therefor.

(b) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of BJCTA, and shall not be liable for any debts or financial interest in the business of BJCTA, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of BJCTA, or sums earned or derived by BJCTA, nor shall BJCTA at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

**8.5 Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), BJCTA acknowledges and agrees

that the City has the right to deduct from the total amount of consideration to be paid, if any, to BJCTA under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from BJCTA.

**8.6 Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (e) action or orders by any governmental authority such as quarantine, curfews or imposition of Marshall Law; (f) national or regional emergency affecting bus Public Transportation Services; (g) strikes or labor stoppages by BJCTA's employees; or (h) shortage of adequate power or telecommunication facilities (each, a "Force Majeure Event"). The party suffering a Force Majeure Event shall give written notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

**8.7 Assignment.** BJCTA may not assign this Agreement or any portion thereof to any other party without the prior written consent of the City. In the event the City gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is assigned as fully and completely as BJCTA is hereby bound and obligated.

**8.8 No Third-Party Beneficiary.** BJCTA and the City do not intend that any benefit inure to a third party under the provisions of this Agreement.

**8.9 No Waiver.** Either party's delay in enforcing or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right or prevent that party thereafter from enforcing each and every other provision or right of this Agreement. Any express waiver of any obligation by either party in any one instance shall not limit or waiver in any other instance.

**8.10 Severability.** All provisions, terms and conditions of this Agreement shall be deemed to be severable in nature. If, for any reason, the provisions contained herein are held to be to any extent invalid or contrary to the Constitution of the State of Alabama or any statute or applicable law, then to the extent that such provisions are, or shall be, valid and enforceable under applicable law, then this Agreement shall be construed and interpreted to provide for maximum enforceability under applicable law.

**8.11 "Buy Local".** BJCTA agrees that in connection with any portion of the Public Transportation Services, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City.

**8.12 Local Hiring.** To the extent allowed by law, BJCTA agrees to make, and cause its subcontractors, if any, to make commercially reasonable efforts to hire residents of the City to fill available positions with respect to the Public Transportation Services.

**8.13 Non-Discrimination.** During the performance of this Agreement, BJCTA agrees as follows:

(a) BJCTA 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. BJCTA will take affirmative action to ensure that applicants are employed, and that employees are treated, 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. BJCTA agrees 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 BJCTA's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and BJCTA may be declared ineligible for further municipal contracts.

**8.14 Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama and, in the event of a dispute, the venue of any action brought hereunder shall be in Circuit Court of Jefferson County Alabama (Birmingham Division).

**8.15 Entire Agreement.** This Agreement is the complete expression of intent of the parties and any prior conversations or agreements are null and void upon the execution of this Agreement. All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same is in writing and mutually signed by the duly authorized agents of the parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by persons duly authorized as the date first written above.

**ATTEST:**

**CITY OF BIRMINGHAM, ALABAMA**

\_\_\_\_\_  
Lee Frazier, City Clerk

By: \_\_\_\_\_  
Randall L. Woodfin, Mayor

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney / Date

**WITNESS:**

**BIRMINGHAM-JEFFERSON COUNTY  
TRANSIT AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_  
Charlotte Shaw, Executive Director

This Agreement has been reviewed as to form by legal counsel for BJCTA. This confirmation is not to be relied upon by any person other than BJCTA.

Petway, French & Ford

By: \_\_\_\_\_  
G. Courtney French, Esq., Partner

**AGENDA**

**ITEM**

**05.04.26**

EMPLOYMENT CONTRACT

**BARNES &  
BARNES LAW  
FIRM, P.C. AND  
THE CITY OF HOMEWOOD**

This Employment Contract is by and between The City of Homewood (hereinafter referred to as "City "), and BARNES & BARNES LAW FIRM, P.C. (hereinafter referred to as "Attorney") (the City and Attorney are sometimes collectively referred to herein as "the parties"). The City and the Attorney agree and state as follows:

WHEREAS, the City desires to provide the Attorney with a written employment contract in order to enhance administrative stability and continuity within the City of Homewood and the Prosecutor in Municipal Court and Circuit Court Municipal Appeals; and

WHEREAS, the City and Attorney believe that a written employment contract is necessary to describe specifically their relationship, to serve as a basis of effective communication between them as they fulfill their respective duties and responsibilities in the operation of the Prosecutor and Municipal Appeals ;

NOW, THEREFORE, the City and Attorney, for the good and valuable consideration herein specified, the sufficiency and receipt of which the parties hereby acknowledge, agree as follows:

- 1) Term: The City, in consideration of the promises herein contained, employs Attorney, and Attorney hereby ratifies and accepts employment, as Attorney of Prosecutor and Municipal Appeals for a term commencing on August 1, 2025 or upon execution of this Employment Contract by the parties, whichever occurs later, and continuing on a month to month basis ("Term"), subject, however, to the termination and extension provisions as hereafter provided. Original Term: Unless the City shall decide on or before 1<sup>st</sup> day of each month, that the Term of this Employment Contract shall not be extended, the Employment Contract will, without further action, be automatically extended each month, upon the same terms as stated herein. Not to Extend: In the event the City decides not to extend this Employment Contract as provided above, it shall give notice of such decision. Notice not to renew this Employment Contract shall be given in writing and personally delivered to Attorney or mailed to him by certified mail. In the event of a non-extension, the Attorney shall faithfully serve the remaining term of the then existing Employment Contract. Any action of non-extension from the City shall be followed by a letter to the Attorney stating the reason(s) for non-extension. Said letter shall be delivered within 5 business days of the non-extension and shall be delivered by personal service or certified mail. If sent by certified mail, the letter shall be considered to be delivered upon receipt by Attorney or on the third day following mailing, whichever occurs sooner.
2. Duties: The Attorney shall be responsible for handling the municipal court prosecution and the Municipal Appeal in Circuit Court, except when the Attorney and the City mutually agree to retain outside counsel for specific
3. Compensation. A Retainer: The City shall pay the Attorney a monthly rate of \$3900.00 for the municipal court dockets and a monthly rate of \$2500.00 for the Circuit Court

Municipal Appeals, paid monthly, on the 1<sup>st</sup> day of the month, except any duties of the Attorney regarding municipal appeals that a jury is called. If a municipal appeal is set to be tried with a Jury, the City agrees to pay \$275 per hour in addition to the monthly retainer, by separate invoice.

4. Expenses: The City shall reimburse the Attorney for reasonable and necessary expenses for business and other activities related to the duties of the Attorney and the business of the Prosecutor and Municipal Appeals in accordance with its policies relating to expense reimbursement as may be adopted or modified from time to time. The Attorney shall document requests for expense reimbursement in accordance with City procedure. These expenses shall include, but not be limited to reimbursement for reasonable and necessary legal expenses.
5. Employment Contract may be terminated by the City without further obligation in the following circumstances:
  - A. Mutual agreement of the parties.
  - B. Retirement or Resignation of Attorney.
  - C. Disability of Attorney.
  - D. Expiration of contract.

Death of Attorney. If Attorney shall die during the term of this employment, the City shall pay to the estate of Attorney amounts due, if any, in accordance with City policies for administrative employees, up to the end of the month in which Attorney's death occurs. Thereafter, the City shall have no further responsibilities hereunder, and this contract shall terminate automatically.

6. Resignation. The term of the Attorney's contract has been set for an extended term to enhance administration stability and continuity of leadership. In order to accomplish this objective, the City and Attorney agree that upon resignation by the Attorney, the Prosecutor and Municipal Appeals shall have no further responsibilities hereunder, and this Employment Contract shall terminate automatically.
7. Governing Law: This contract has been executed in the State of Alabama and shall be governed in accordance with the laws of the State of Alabama in every respect and other applicable laws, rules and regulations. This contract is further subject to The Prosecutor and Municipal Appeals City of the City of Homewood City of Policies, rules and regulations.
8. Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control. Exclusive Terms: This contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written, including, but not limited to, any prior contract. This Employment Contract may not be orally amended and may be amended only in a writing executed by the parties hereto. Severability and Counterparts: The provisions of this contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof. This Employment Contract may be signed in counterparts. Binding Effect. This contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and

assigns. This Employment Contract shall be considered to have been drafted jointly by the City and Attorney.

IN WITNESS WHEREOF, the City has caused this Employment Contract to be approved in its behalf by a duly authorized officer and the Attorney has approved this Employment Contract as shown below.

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City of Homewood

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Barnes & Barnes Law Firm, P.C.

**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.

**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 transfers of funds:

- a. \$15,000.00 from Account No. 01-16-520100/Legal Services to Account No. 01-14-540900/Maintenance Contracts.
- b. \$15,000.00 from Account No. 01-09-499301/Carry Over Fund Balance to Account No. 01-14-540900/Maintenance Contracts.

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**

**06.04.26**

	Account Number	Account Name	Amount
<b>FROM</b>	04-09-499301	Carry Over / Fund Balance	\$1,738,596.45
<b>TO</b>			
	12-11-581767	Creekwall Emergencies	\$7,000.00
	12-11-584140	Stormwater Emergencies	\$83,000.00
	12-11-584137	Oxmoor Road Parking Lot	\$600,000.00
	12-11-581763	US 31 Tunnel Improvement	\$600,000.00
	12-11-581759	US 31 ATRIPP II	\$448,596.45
<b>FROM</b>			
	12-11-583000	Light Pole Rehab	\$120,000.00
<b>TO</b>			
	12-11-584140	Stormwater Emergencies	\$120,000.00

**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 for various stormwater and capital projects.

**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 the following transfers of funds for various stormwater and capital projects:

- a. \$7,000.00 from Account No. 04-09-499301/Carry Over Fund Balance to Account No. 12-11-581767/Creekwall Emergencies.
- b. \$83,000.00 from Account No. 04-09-499301/Carry Over Fund Balance to Account No. 12-11-584140/Stormwater Emergencies.
- c. \$600,000.00 from Account No. 04-09-499301/Carry Over Fund Balance to Account No. 12-11-584137/Oxmoor Road Parking Lot.
- d. \$600,000.00 from Account No. 04-09-499301/Carry Over Fund Balance to Account No. 12-11-581763/US 31 Tunnel Improvement.
- e. \$448,596.45 from Account No. 04-09-499301/Carry Over Fund Balance to Account No. 12-11-581759/US 31 ATRIPP II.
- f. \$120,000.00 from Account No. 12-11-583000/Light Pole Rehab to Account No. 12-11-584140/Stormwater Emergencies.

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**

**07.04.26**

## Driver Selection

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**City of Homewood** will check the driving history of all applicants through the use of a Motor Vehicle Record (MVR) before they are granted driving privileges and obtain an updated MVR for all approved drivers annually thereafter. MVRs will also be checked whenever an employee is involved in a motor vehicle accident. A driver list is maintained and updated annually, including the last date of an MVR for each driver. The approved drivers' list will be recorded on the proper form and maintained by the Program Administrator.

Employees will be prohibited from operating vehicles on company business under any of the following conditions:

- Employees under 19 years of age for non-emergency response, or 21 years of age for emergency response.
- Employee does not have a valid driver's license, or the license has been suspended or revoked
- Employee does not have at least one year of verifiable driving experience.
- Employee's MVR indicates more than two at-fault accidents, or three moving violations, or two moving violations plus one at-fault accident in the past three years
- Employee's MVR indicates any one of the following major violations within the past five years:
  - Driving under the influence
  - Reckless driving/speed contests
  - Hit and run
  - Vehicular manslaughter/homicide
  - Leaving the scene of an accident
  - Fleeing/eluding a police officer
  - Passing a stopped school bus
  - Refusing a chemical test
  - Operating with a suspended or revoked license
- Employee has tested positive in an alcohol or drug test while in our employment

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, City’s insurance carriers have requested the City adopt the Driver Selection Policy attached hereto as Exhibit A (the “Policy”); 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 adopt the Policy.

**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 adopt the Driver Selection Policy attached hereto as Exhibit A (the “Policy”).
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

## Driver Selection

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**City of Homewood** will check the driving history of all applicants through the use of a Motor Vehicle Record (MVR) before they are granted driving privileges and obtain an updated MVR for all approved drivers annually thereafter. MVRs will also be checked whenever an employee is involved in a motor vehicle accident. A driver list is maintained and updated annually, including the last date of an MVR for each driver. The approved drivers' list will be recorded on the proper form and maintained by the Program Administrator.

Employees will be prohibited from operating vehicles on company business under any of the following conditions:

- Employees under 19 years of age for non-emergency response, or 21 years of age for emergency response.
- Employee does not have a valid driver's license, or the license has been suspended or revoked
- Employee does not have at least one year of verifiable driving experience.
- Employee's MVR indicates more than two at-fault accidents, or three moving violations, or two moving violations plus one at-fault accident in the past three years
- Employee's MVR indicates any one of the following major violations within the past five years:
  - Driving under the influence
  - Reckless driving/speed contests
  - Hit and run
  - Vehicular manslaughter/homicide
  - Leaving the scene of an accident
  - Fleeing/eluding a police officer
  - Passing a stopped school bus
  - Refusing a chemical test
  - Operating with a suspended or revoked license
- Employee has tested positive in an alcohol or drug test while in our employment

**AGENDA**

**ITEM**

**08.04.26**

## Citibot Subscription Agreement

This Agreement is made by and between Homewood, AL (“City”) and Citibot, Inc. (“Citibot”), hereinafter referred to collectively as (the “Parties”), for the services outlined herein. This agreement is dated April 1st, 2026

**1. Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

“**Service**” collectively refers to the Citibot multilingual website Chatbot customer service platform, software and/ or services made available to The City of Homewood, AL. The features include (1) questions and result answers; (2) service request directory, and (3) direct message pathway.

“**Content**” collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by the City of Homewood, AL or any Authorized User is referred to as “**User Content**,” and all other Content of the Service is referred to as “**Citibot Content**.”

“**Subscription**” refers to the right granted by Citibot to the City of Homewood, AL to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

“**Authorized User**” refers to each employee of Subscriber, resident of City of Homewood, AL, agents and/ or contractor of City of Homewood, AL authorized to access and use the Service and the Content.

**2. Term; Termination.**

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement’s execution by the Parties or as outlined in the pricing table and continue in effect for 2.4 years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City of Homewood, AL and the Authorized User(s) in the Subscription Agreement

are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment.** City of Homewood, AL is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Pricing	Launch (June-Sept '26)	Year 1 (Oct - FY '27)	Year 2 (Oct - FY '28)
Implementation Fees	\$5,000	\$0	\$0
Annual Subscription - Web Chat	\$3,200	\$9,500	\$9,975
Annual Subscription - Multi-Lingual	\$500	\$1,500	\$2,000
<b>Total Annual Costs</b>	<b>\$8,700</b>	<b>\$11,000</b>	<b>\$11,975</b>

**Year 1**

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training, and implementation. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

1. Web Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment upon execution by the Parties.
2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.*

**Year 1 and 2**

The pricing for Years 1 and 2 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty.** Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.
  
5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.
  
6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Alabama.
  
7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Alabama Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Alabama.

*City of Homewood, AL*

*Citibot, Inc.*

\_\_\_\_\_  
Signed

\_\_\_\_\_  
CEO, W. Bratton Riley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, the City Manager has requested the City to enter into and fund the Citibot Subscription Agreement attached hereto as Exhibit A (the “Agreement”); and

**WHEREAS**, the City Council has considered the request and has determined that it would serve a public purpose and is in the public interest to authorize the City Manager to execute 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 Citibot Subscription Agreement attached hereto as Exhibit A (the “Agreement”), in that the services to be rendered pursuant to Exhibit A serve a public purpose.

2. 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. \$8,700.00 from Account No. 01-09-499301/Carry Over Fund Balance to Account No. 01-10-540900/Maintenance Contracts.

3. That the funds necessary to satisfy the financial obligations as authorized by paragraph 1 above are to be paid from Account No. 01-10-540900/Maintenance Contracts, not to exceed the sum of \$8,700.00.

4. 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

## Citibot Subscription Agreement

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*City of Homewood, AL*

*Citibot, Inc.*

\_\_\_\_\_  
Signed

\_\_\_\_\_  
CEO, W. Bratton Riley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGENDA**

**ITEM**

**11.04.26**



PLANNING COMMISSION CASE NO.  
RZ 26-04-01

# REZONING APPLICATION

2773 & 2777 BM MONTGOMERY STREET

**PARKING REQUIREMENTS**  
 COMBINED NET SQUARE FOOTAGE = 4,031 SF  
 USE CLASSIFICATION = SERVICES - PERSONAL (1 PER 300 SF)  
 PARKING SPACES REQUIRED = 14  
 PARKING SPACES PROVIDED = 22

**Studio Vestige**  
 studiovestige.com  
 4314 Norwood Boulevard  
 Birmingham, AL 35234  
 205.222.3763

License Stamp

Issuances	
Description	Date
XX SET	XX/XX/XXXX

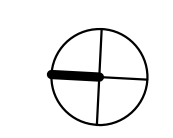
Revisions	
Rev.	Date

Set Title  
**REZONING APPLICATION**

Drawing Title  
**2773 + 2777 SITE PLAN**

Sheet No.  
**A100**

1 SITE PLAN  
1/8" = 1'-0"



Date: 01-20-2026  
Project No.: 26002



EXISTING FACADE



PROVISION  
STUDIO

PROPOSED TENANT IMPROVEMENTS



PROPOSED TENANT IMPROVEMENTS



PROPOSED TENANT IMPROVEMENTS



PROPOSED TENANT IMPROVEMENTS



PROPOSED TENANT IMPROVEMENTS



PROPOSED TENANT IMPROVEMENTS

# Bird's Eye View of 2773 & 2777 B M Montgomery St Looking East

