



**AGENDA
PRE-COUNCIL MEETING OF
CITY OF HOMEWOOD
June 8, 2026
5:00 p.m.**

**Call to Order:
Absent:
Roll Call:
Additions to Agenda:**

OLD BUSINESS AGENDA

- 22.04.26** Request for consideration for a budget transfer – **Bo Seagrism, City Clerk (Carried Over in Pre-Council 5/18/26)**
- 06.05.26** Request to delegate limited authority to the City Manager regarding budget transfers – Cale Smith, City Manager (**Carried Over in Pre-Council 5/18/26**)
- 11.05.26** Request permission to consider an early retirement incentive – **Cale Smith, City Manager**
- 14.05.26** Request for consideration to sign FEMA HMP Resolution – **Bo Seagrism, City Clerk**

NEW BUSINESS

- 01.06.26** Request for consideration of Ordinance relating to municipal budget changes, establishing requirements for the adoption of Ordinances approving any change to the Annual Budget – **Keith Jackson, City Attorney**
- 02.06.26** Request for consideration of Ordinance to repeal Chapter 2, Article II, Section 2-29 of the Code of Ordinances relating to the lying over of money measures – **Keith Jackson, City Attorney**
- 03.06.26** Request for consideration of revisions to the Historic Preservation Commission Ordinance – **Bo Seagrism, City Clerk**
- 04.06.26** Request to execute Indemnification Agreement to allow property owners to plant trees in the right-of-way in the landscape strip at 101, 102, 103, and 105 Ventura Ave – **Amy Zari, City Engineer**
- 05.06.26** Request permission to sign an agreement with the BJCTA to provide micro-transit – **Cale Smith, City Manager**

- 06.06.26** Request for consideration of revisions to the Abatement Board Ordinance – **Wyatt Pugh, Chief Building Official**
- 07.06.26** Request to allow the City Manager to execute agreement with CB&A Construction, LLC for the construction of the US 31 Pedestrian Tunnel Improvement Project – **Amy Zari, City Engineer**
- 08.06.26** Request for consideration of Budget Amendment for US 31 Pedestrian Tunnel Improvement Project – **Amy Zari, City Engineer**
- 12.06.26** Request for consideration for Homewood Forest Preserve work in the Right of Way – **Mayor Andress**

Request for discussion of Code of Alabama 1975 Title 28 Chapter 12

Request for discussion of potential moratoriums / zoning regulations related to data centers

AGENDA

ITEM

11.05.26

Agenda Item Request Form

Directorate/Presenter

Cale Smith

Issue

Request permission to consider an early retirement incentive.

Discussion

The details are being finalized, but we will make a presentation on the 18th, hear feedback, spend the next few weeks pulling together the resolution, and discuss again on June 8th Pre-Council and send to Council the same night.

Recommendation

Approve

Today's Date

Tuesday, May 12, 2026



To:	The Mayor and City Council Members				
From:	Cale Smith, City Manager				
Date:	May 18, 2026				
Re:	Retirement window analysis				
		Coverage	City	INPUT Retiree	INPUT Total
		Family	\$ 1,942	\$ 600	\$ 2,542
		Single	\$ 1,178	\$ 200	\$ 1,378

Analyzing the financial implications of Early Retirement Incentive (ERI) programs is highly complex. The tendency is to compare cost savings from replacing senior personnel at the higher end of the salary schedule with entry level personnel taking into account the higher cost of retiree medical insurance. This approach does not take into consideration the costs of recruitment, training, overtime, the lost institutional knowledge, and the effects on the post-employment benefit and pension plans (both of which require actuarial analysis). Generally, a City's ERI program is not solely for short-term cost efficiencies but rather in recognition that the cost of medical insurance may limit its employees' ability to retire and the fact that the nature of many of the City's jobs are not well suited for older workers.

After considering the above caveats, looking solely at the cost differential between a retiring firefighter/police officer and entry level person follows:

Year	Net Retiree Medical Premium (City covers inflation until year 5 and then Retiree shares inflation)	OPEB (Savings) **	Net Salary & Benefit (Savings) *	Annual (Savings) Cost	Subtotal Annual (Savings)
Family Net Monthly Cost					
Medical trend & Inflation					
			5.00%		
1	\$ 23,304	\$ 0	\$ (55,160)	\$ (31,856)	\$ (31,856)
2	24,829	0	(53,030)	(28,201)	(60,057)
3	26,431	0	(50,200)	(23,769)	(83,826)
4	28,112	0	(46,560)	(18,448)	(102,274)
5	29,878	0	(42,010)	(12,132)	(114,406)
6	31,372	0	(36,400)	(5,028)	(119,434)
7	32,940	0	(29,570)	3,370	
8	34,587	0	(21,370)	13,217	
9	36,317	0	(11,580)	24,737	
10	38,132	0	0	38,132	
11	40,039	0	0	40,039	
12	42,041	0	0	42,041	
13	44,143	0	0	44,143	
	<u>\$ 432,126</u>	<u>\$ 0</u>	<u>\$ (345,880)</u>	<u>\$ 86,246</u>	
				<u>\$ 16,040</u>	

Note: The above illustration represents the aggregate cost (savings) over a 13-year period assuming medical costs increase at 5% annually with the City incurring all of the inflation adjustment - the retiree's premium contribution stays static at \$600 per month. The results improve the shorter the period the retiree qualifies for medical coverage and as the salary of the retiring employee increases (see also below). The net cost in the above illustration is due to 1) the replacement employee's salary equals the retired employees salary after year 9 and 2) the annual medical costs exceed the labor costs savings in the later years.

* - This difference has also been loaded with additional costs incurred by the City for payroll - FICA at 7.65% and RSA retirement benefits at 19%.

** - OPEB represents any other Other Post Employment Benefits other than medical premiums that need factoring into a cost payout for Homewood (example - Mtn Brook pays out longevity bonus to potential retirees) that would need factoring in the cost of an early retirement incentive.

AGENDA

ITEM

14.05.26

Agenda Item Request Form

Directorate/Presenter

Bo Seagrist

Issue

Request for consideration to sign FEMA HMP Resolution

Discussion

Per FEMA, the Division G Hazard Mitigation Plan has been conditionally approved. FEMA and the State EMA are requesting each participating jurisdiction pass a formal resolution adopting the plan. This resolution is vital to ensure each specific jurisdiction in Jefferson County can receive federal hazard mitigation funds following an incident. Please pass this through your respected jurisdictions councils as soon as possible.

Once the resolution has been added to an agenda, please contact me, EMA Director Jim Coker or Deputy Director Chris Tate with the date and we will try to make sure a member of our team is in attendance. Once the resolution has been completed and signed, please email me the signed version of the resolution.

Attachments

 HMP Resolution Template.docx

Today's Date

Wednesday, May 13, 2026

AGENDA

ITEM

04.06.26

Agenda Item Request Form

Directorate/Presenter

Amy Zari

Issue

Installation of Trees in ROW at Ventura Ave

Discussion

Request to execute Indemnification Agreement to allow property owners to plant trees in the right-of-way in the landscape strip at 101, 102, 103, and 105 Ventura Ave

Recommendation

Recommend approval provided that the property owners agree to install a root barrier and agree to plant trees from the Public Works approved tree species list.

Today's Date

Monday, June 1, 2026

AGENDA

ITEM

05.06.26

MICROTRANSIT SERVICE AGREEMENT

by and between

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY d/b/a MAX
(BJCTA)**

and

CITY OF HOMEWOOD, ALABAMA

relating to providing Microtransit Service in Homewood, Alabama

July 1, 2026

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY MICROTRANSIT SERVICES AGREEMENT

This Microtransit Services Agreement (the “Agreement”) is entered into on the date of the last party to execute this Agreement by and between the **BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY** (the “BJCTA”), a public corporation organized under the laws of the state of Alabama and **the CITY OF HOMEWOOD, ALABAMA** (the “City”), a municipal corporation organized under the laws of the state of Alabama.

Recitals:

WHEREAS, the BJCTA was established by Alabama Legislative Act No. 1971-993 to provide mass public transportation services and repealed by Alabama Legislative Act No. 2013-380 (the “Act”) to expand and improve mass public transportation services in Jefferson County, Alabama; and

WHEREAS, the City elects and requests Microtransit services from the BJCTA; and

WHEREAS, the BJCTA desires to provide such Microtransit services to the City.

NOW, THEREFORE, in consideration of the premises, in accordance with Alabama Act 2013380 and the foregoing recitals; and other good and valuable considerations contained herein, the City and the BJCTA (the Parties) agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise, or another definition is expressly provided in this Agreement:

<u>Agreement</u>	Shall mean this Transit Service Agreement, as the same may be amended from time to time.
<u>Transit Service</u>	Shall mean the revenue Microtransit Service to be provided by BJCTA in and to the Service Area as set forth in this Agreement.
<u>Cost of Transit Service</u>	Shall mean the cost incurred by BJCTA to provide the Transit Service, during the period July 1, 2026, through September 30, 2027.
<u>County</u>	Shall mean Jefferson County.
<u>ALDOT</u>	Shall mean the Alabama Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Service Area</u>	Shall mean the area served by BJCTA as shown in Exhibit A hereto.
<u>Service Schedule</u>	Shall mean the days and hours of operation for the Microtransit Service to be provided by BJCTA, as set forth and described in paragraph 5 below.

2. PROVIDING OF MICROTRANSIT SERVICE. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, BJCTA agrees to provide the Microtransit Service in the Service Area. In regard to providing said Microtransit Service, the obligation of BJCTA is subject to

the following: Federal, state, and local regulations applicable to BJCTA including, but not limited to, the rules and regulations promulgated from time to time by ALDOT and/or FTA, as applicable to BJCTA;

- a. All conditions beyond the reasonable control of BJCTA including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- b. The changing transportation needs of the City to the extent BJCTA can accommodate such needs; and

The service times set forth in this Agreement and other matters regarding the providing of Microtransit Service are not guarantees; they are projected hours of operation and are subject to best efforts by BJCTA, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of **July 1, 2026** (the **Commencement Date**) and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before **September 30, 2027** (the **Expiration Date**), which is the funding period for providing the Microtransit Service as set forth in **Exhibit "A"** attached hereto.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the City or BJCTA may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party pursuant to the terms of Section 13 hereof.

c. **Termination for Breach.** Unless breach is waived by the City or BJCTA in writing, either party shall, in order to terminate this Agreement for breach, give the other party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement with a seven (7) day notice to the other party pursuant to Section 13 hereof. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit either the City or BJCTA's right to remedies at law or to damages.

5. **SERVICE PLAN RECOMMENDATION FORM.** Attached hereto as **Exhibit "A"** is a map and outline of the zone where the Microtransit vehicles will serve. This zone and service area is subject to all of the provisions of this Agreement. During the term of this Agreement, BJCTA, after discussion with the City, may adjust the schedule to better accommodate the overall Microtransit Service to be provided under this Agreement.

6. **PAYMENT FOR MICROTRANSIT SERVICE.** The Community Foundation of Greater Birmingham will be responsible for paying BJCTA the sum of **\$792,000.00** for providing Microtransit services for the service period July 1, 2026, through September 30, 2027. This sum represents Microtransit services, as requested.

In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, BJCTA will send invoices to the Community Foundation of Greater Birmingham. The City shall have no liability whatsoever for the payment of the Microtransit Service fee or the Payments.

b. In any event, the obligation of BJCTA to provide the Microtransit Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

7. SECURITY DEPOSIT. No security deposit is required of the City under this Agreement.

8. ADVERTISING. The parties are aware and understand that BJCTA undertakes an advertising program on its vehicles and that BJCTA also does not specifically identify a specific vehicle on a specific route. From time to time, vehicles will be taken out of service for maintenance and repair and replacement, and future vehicles will also be used from time-to-time to provide the Microtransit Service. In addition, various rules (including FTA guidelines) provide for random assignment of vehicles with this background:

a. BJCTA will be entitled to place advertising on the vehicles, which it uses to provide the Microtransit Service, from time-to-time.

b. BJCTA shall have the right, in its reasonable discretion, as to what vehicles and the type of vehicle that will be used to provide the Microtransit Service.

The foregoing assignments and other matters regarding the vehicles in the Microtransit Service will be subject in all respects to all applicable laws including FTA and ALDOT requirements.

9. BOND. The City shall not be required to furnish BJCTA with any bond or other collateral conditions under this Agreement.

10. NON-ASSIGNABILITY. This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. RELATIONSHIP OF OTHER PARTIES. The Parties are aware and agree that the relationship between BJCTA and the City under this Agreement shall be that of an independent contractor and not an agent.

12. NO THIRD-PARTY BENEFICIARY. This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

13. NOTICE. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given **(i)** in the case of either hand delivery or recognized overnight delivery service, when delivered to the other party at the address set forth below and **(ii)** in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth below. Notices shall be sent to the following:

BJCTA: Charlotte Shaw
Executive Director/CEO
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, AL 35203

Copy: Glenn Dickerson
Chief Financial Officer
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, AL 35203

CITY: The Honorable Jennifer Andress, Mayor
City of Homewood, Alabama
2850 19th Street South
Homewood, AL 35209

Either party may change the address to which any notices are to be given by so notifying the other party to this Agreement as provided in this paragraph.

14. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Jefferson County, Alabama. Each party expressly waives any right to a jury trial.

15. MISCELLANEOUS CLAUSES.

a. Sovereign Immunity. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Alabama. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Microtransit Service, or otherwise shall in any way whatsoever constitute any waiver by BJCTA or the City of its rights to invoke sovereign immunity as a governmental entity.

b. Force Majeure. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of BJCTA, government regulations and directives applicable to it.

c. Time of Essence. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Microtransit Service, that is subject to the qualifications set forth in this Agreement.

d. Legal Obligations. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the Community Foundation of Greater Birmingham to BJCTA are net and shall not be reduced based upon any other funding or benefits that BJCTA may receive including, but not limited to, ad valorem taxes, other contributions by the City and any funding that BJCTA receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Vehicle Routes.** The parties are aware and understand that with respect to any adjustment or modification of Microtransit Service, BJCTA will be required to follow State and Federal guidelines relating to adjustments and modification of Microtransit Service. This will generally require a minimum of sixty (60) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Vehicles).** BJCTA has generally planned for adequate vehicles to provide the Microtransit Service. If, at any time, BJCTA experiences a material shortfall or lack of vehicles to provide the Microtransit Service, BJCTA will immediately discuss with the City such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of BJCTA, and the parties will seek to arrive at a solution to provide such additional vehicle capacity. In doing so, the parties are aware that any solution would not necessarily involve BJCTA moving vehicles from its other zones. BJCTA, through its Board of Directors, will have, in its reasonable discretion, the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Microtransit Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the City is aware and specifically understands that the scope and quantity of the Microtransit Service being made available to it, is based

upon the amount received hereunder. Thus, for example, if the requisite Payments are not made, BJCTA could seek to enforce that payment but, at its option, could also reduce, in its discretion, the Microtransit Service specifically within the Service Area.

m. Service Within and Outside the Service Area. The Microtransit Service to be provided by BJCTA under this Agreement covers vehicle routes that are located within the Service Area, as more particularly set forth in **Exhibit “A”**. BJCTA is not obligated to provide the Microtransit Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. Independent Contract as To Employees of BJCTA. BJCTA is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. BJCTA will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. BOARD APPROVAL. This Agreement is subject to the approval by the BJCTA Board of Directors.

17. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed, or modified except by in writing and signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to BJCTA’s operational cost per revenue hour (see Cost of Microtransit Service) require only the concurrence of the BJCTA’s Executive Director and the approval of the City.

b. Modifications that are anticipated to result in an increase to BJCTA’s operational cost per revenue hour (see Cost of Microtransit Service) require the approval of the BJCTA’s Board of Directors and the City.

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Parties have hereunto executed this Microtransit Service Agreement on the dates set forth below.

Attest:

CITY OF HOMEWOOD, ALABAMA

By: _____
Mayor or Authorized Official

Date: _____

**BIRMINGHAM-JEFFERSON COUNTY
TRANSIT AUTHORITY**

By: _____
CHARLOTTE SHAW
Executive Director/CEO

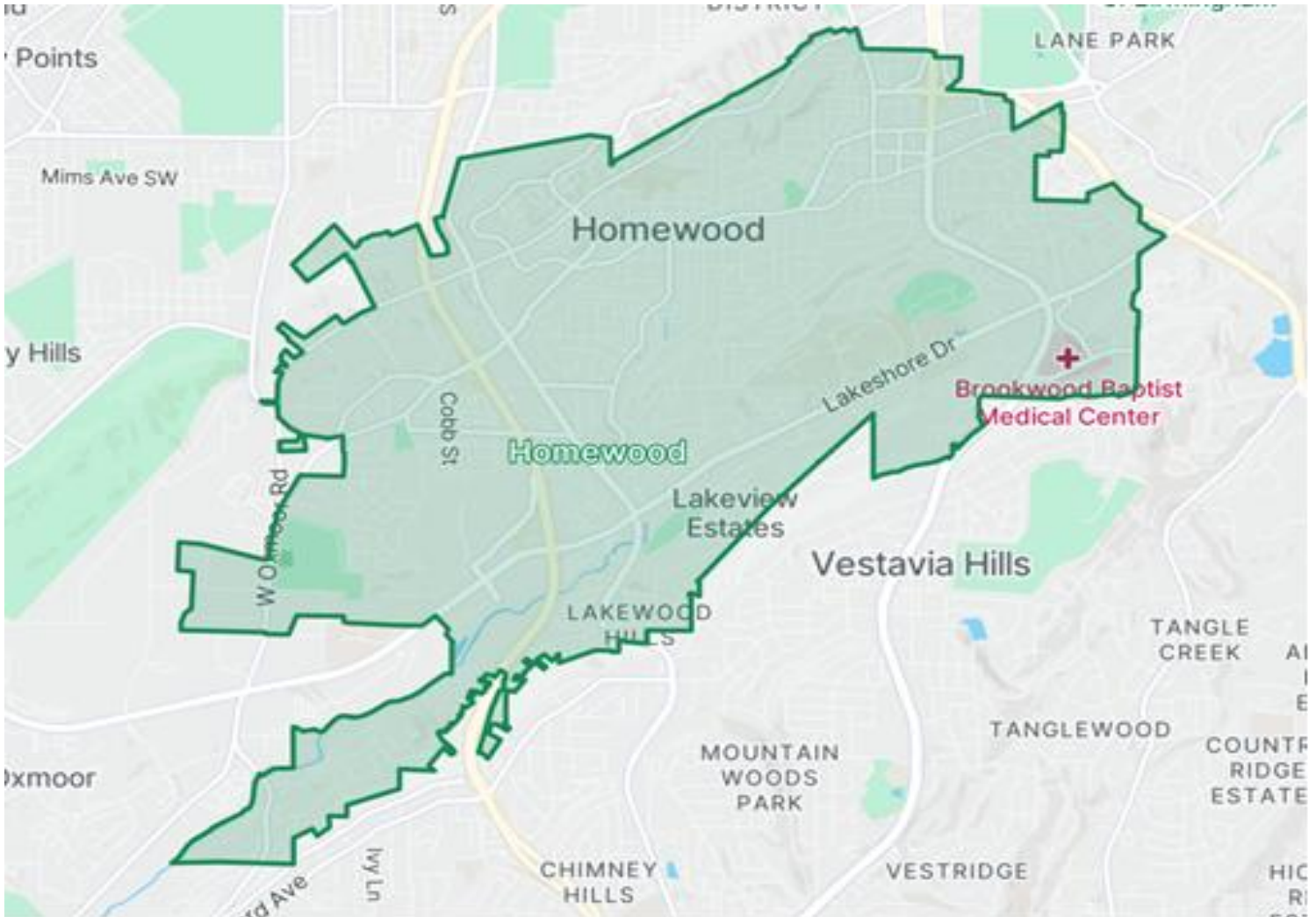
Date: _____

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.

FUSTON, PETWAY & FRENCH

By: _____
G. Courtney French, Esq., Partner

Homewood Microtransit Service Area Details



Homewood Zone Details

- Number of Vehicles – 3
- Square Miles – 8.92
- Hours of Operation – Mon. thru Fri. (5am to 9pm), Sat. (7am to 8pm)
- Days of Operation – Monday thru Saturday

The Microtransit Service provided by BJCTA under this Agreement covers vehicle routes that are located within the Service Area displayed above. BJCTA is not obligated to provide Microtransit Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

AGENDA

ITEM

07.06.26

Agenda Item Request Form

Directorate/Presenter

Amy Zari

Issue

Request to allow the City Manager to execute agreement with CB&A Construction, LLC for the construction of the US 31 Pedestrian Tunnel Improvement Project.

Recommendation

Recommend Approval

Today's Date

Tuesday, June 2, 2026

AGENDA

ITEM

08.06.26

Agenda Item Request Form

Directorate/Presenter

Amy Zari

Issue

Budget Amendment for US 31 Pedestrian Tunnel Improvement Project

Discussion

Request to transfer \$400,000.00 from Fund 26 Carry Over Fund Balance to 12-11-581763

Recommendation

Recommend approval.

Today's Date

Tuesday, June 2, 2026