



**COUNCIL MEETING
CITY OF HOMEWOOD
October 26, 2026
6:00 p.m.**

*Presentation from Congressman Gary Palmer
Proclamation presentation from Alabama State Representative David Faulkner
Proclamation recognizing October as Dyslexia Awareness Month*

Resolution No. 26-123

Ordinance No. 2999

**Call to Order:
Invocation:
Roll Call:
Reading of the Minutes: Council Meeting of October 12, 2026
Board Vacancies:
Additions to Agenda: *Items from Pre-Council Agenda may be added***

PUBLIC HEARINGS

- 08.08.26 Public Hearing set for October 12, 2026 at 6:00 p.m.** for approval of a Final Development Plan for "The Woods", a proposed golf-oriented outdoor entertainment venue in West Homewood – **Wyatt, Pugh, Building Official (Public Hearing Held / First Reading Held / Carried Over 10/12/26)**
- 09.08.26 Public Hearing set for October 12, 2026 at 6:00 p.m.** for approval of a Final Development Plan for Samford University's proposed South Campus Student Housing development – **Wyatt, Pugh, Building Official (Public Hearing Held / First Reading Held / Carried Over 10/12/26)**
- 21.09.26 Request to set a Public Hearing set for October 26, 2026 at 6:00 p.m.** to declare property at 1622 26th Avenue S a Public Nuisance due to excessive growth – **Scott Cook, Code Enforcement**
- 22.09.26 Request to set a Public Hearing set for October 26, 2026 at 6:00 p.m.** to declare property at 1600 Berry Road a Public Nuisance due to excessive growth – **Scott Cook, Code Enforcement**

- 23.09.26 Request to set a Public Hearing set for October 26, 2026 at 6:00 p.m. to declare property at 304 Mecca Avenue a Public Nuisance due to excessive growth – Scott Cook, Code Enforcement**
- 24.09.26 Request to set a Public Hearing set for October 26, 2026 at 6:00 p.m. to declare property at 139 State Farm Parkway a Public Nuisance due to excessive growth – Scott Cook, Code Enforcement**
- 08.10.26 Request to set a Public Hearing set for November 23, 2026 at 6:00 p.m. for property at 832 Greens Springs – Conrad Garrison, Zoning Administrator**
- 09.10.26 Request to set a Public Hearing set for November 23, 2026 at 6:00 p.m. to declare property at 1625 26th Avenue S a Public Nuisance due to excessive growth – Scott Cook, Code Enforcement**
- 10.10.26 Request to set a Public Hearing set for November 23, 2026 at 6:00 p.m. to declare property at 316 Carr Ave a Public Nuisance due to excessive growth – Scott Cook, Code Enforcement**
- 11.10.26 Request to set a Public Hearing set for November 23, 2026 at 6:00 p.m. to declare property a 1616 Barry Ave a Public Nuisance due to excessive growth – Scott Cook, Code Enforcement**

RESOLUTIONS

- 04.10.26 Request for consideration a resolution releasing a lien. – Bo Seagrist, City Clerk**
- 05.10.26 Bid Date set for November 30, 2026 at 4:31 p.m. for Interchange mowing – Berkley Squires, Public Services Director**
- 19.10.26 Request for consideration of approval of vouchers for period of October 13, 2026 through October 26, 2026 – J.J. Bischoff, Chief of Staff; Kellie Lee, Accountant; Aspen Collins, Finance Director**

ORDINANCES

- 11.09.26 Request for consideration of Rescinding Ordinance 1883 related to Restrictive Parking on 18th Street – Councilor Lane (First Reading Held and Carried Over 10/12/26)**
- 20.09.26 Request to amend Ordinance 2051 and Ordinance 2654 to extend Level 3 Communications, LLC's telecommunications franchise – Bo Seagrist, City Clerk (First Reading Held and Carried Over 10/12/26)**

- 20.09.26** Request to amend Ordinance 2051 and Ordinance 2654 to extend Level 3 Communications, LLC's telecommunications franchise – **Bo Seagrist, City Clerk (First Reading Held and Carried Over 10/12/26)**
- 23.07.26** Request for consideration to limit locations on EV charging stations – **Brandon Broadhead, Fire Chief**

Announcements:
Mayor Comments:

AGENDA

ITEM

08.08.26

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE FINAL DEVELOPMENT PLAN AS REQUIRED BY THE WEST HOMEWOOD ZONING DISTRICT (WHD) FOR THE PROPERTY DESCRIBED IN SECTION 1 BELOW AND IN EXHIBIT A ATTACHED HERETO.

WHEREAS, the Planning Commission of the City of Homewood, Alabama, has favorably recommended the approval of the Final Development Plan as required by the West Homewood Zoning District (WHD) for the property described in Section 1 below and in Exhibit A attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOMEWOOD, ALABAMA, as follows:

Section 1. That the Final Development Plan for the following described parcel of property, described in Exhibit A, located in the City of Homewood, Jefferson County, Alabama, and more particularly described as follows:

**504 and 508 Scott Street
Homewood, Alabama 35209
Parcel ID Nos. 29-00-23-2-005.001.000 and 29-00-23-2-005-012.000
See Exhibit A**

be and the same hereby is approved pursuant to the Final Development Plan attached as Exhibit B hereto, subject to the following condition:

- a.** That the property be resurveyed into a single lot, including the designation of a portion of the property fronting on Scott Street for a public right-of-way.

Section 2. That from and after the enactment of this Ordinance by the City Council of the City of Homewood the Final Development Plan attached as Exhibit B hereto shall control the uses and restrictions applicable to the property described in Section 1 and in Exhibit A hereof and previously zoned to the West Homewood Zoning District (WHD).

Section 3. That on **October 12, 2026, at 6:00 p.m.**, in the City Hall of the City of Homewood, Alabama, be, and the same hereby is, fixed as the time when, and the place where, the City Council will hold a public hearing on said proposed Final Development Plan for the West Homewood Zoning District (WHD) property described herein, at which time, all interested parties may appear and be heard.

Section 4. That the City Clerk shall give notice of the time and place of such hearing by posting a copy of this Ordinance at the places listed below once a week for two consecutive weeks in advance of its passage, and, in addition thereto, shall give not less than fifteen (15) days' notice in writing prior to **October 12, 2026**, to all owners of property located in whole, or in part,

within 500 feet from the boundaries of the above-described property, as shown on the records in the office of the Tax Assessor of Jefferson County, Alabama, on a date not more than one (1) year prior to the date of said notice.

Section 5. That if any part, provision, or section of this Ordinance is declared to be unconstitutional or invalid by any court of competent jurisdiction, all other parts, provisions or sections of this Ordinance not thereby affected shall remain in full force and effect.

Section 6. That this Ordinance shall become effective immediately upon its passage and approval by the City Council.

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

Mayor

ATTEST:

City Clerk

This notice posted: _____, 2026

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

And at www.cityofhomewood.com

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

City Clerk, City of Homewood

EXHIBIT A

LEGAL DESCRIPTION

“THE WOODS” FINAL DEVELOPMENT PLAN

(Planning Commission Case No. FD 26-08-02)

504 Scott Street – Parcel ID# 29-00-23-2-005-001.000

A parcel of land located in the Northwest quarter of the Northwest quarter of Section 23, Township 18 South, Range 3 West Jefferson County, Alabama. Said parcel being more particularly described as follows:

Commence at a found iron stamped Weygand, said iron marking the Northwest corner of Lot 1 Scott D H Resurvey as recorded in Plat book: 73 Page: 11 in the office of the Judge of Probate Jefferson County, Alabama; thence leaving said corner run North 01 degrees 03 minutes 38 seconds West for a distance of 104.70 feet to a found pk nail; thence continue the last described course for a distance of 52.33 feet to a found iron stamped Weygand; thence run North 00 degrees 11 minutes 07 seconds East for a distance of 103.42 feet to a set 5/8 inch capped rebar stamped CA-560LS said point being the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course for a distance of 52.50 feet to a found iron stamped JS Parks; thence run South 88 degrees 31 minutes 14 seconds East for a distance of 105.16 feet to a found 1" crimped pipe; thence run North 01 degrees 02 minutes 35 seconds West for a distance of 104.96 feet to a found iron stamped JS Parks; thence run South 88 degrees 31 minutes 52 seconds East for a distance of 104.87 feet to a found 1" crimped pipe, said point lying on the Western-most right of way of Scott Street (right of way varies); thence run South 00 degrees 20 minutes 43 seconds East along said right of way for a distance of 157.50 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said right of way run North 88 degrees 30 minutes 17 seconds West for a distance of 209.24 feet to the POINT OF BEGINNING. Said parcel contains 21,906 Sq. Feet or 0.50 Acres more or less.

508 Scott Street – Parcel ID # 29-00-23-2-005-012.000

A parcel of land located in the Northwest quarter of the Northwest quarter of Section 23, Township 18 South, Range 3 West Jefferson County, Alabama. Said parcel being more particularly described as follows:

Commence at a found iron stamped Weygand, said iron marking the Northwest corner of Lot 1 Scott D H Resurvey as recorded in Plat book: 73 Page: 11 in the office of the Judge of Probate Jefferson County, Alabama; thence leaving said corner run North 01 degrees 03 minutes 38 seconds West for a distance of 104.70 feet to a found pk nail; thence continue the last described course for a distance of 52.33 feet to a found iron stamped Weygand, said point being the POINT OF BEGINNING of the parcel herein described; thence run North 00 degrees 11 minutes 07 seconds East for a distance of 103.42 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run South 88 degrees 30 minutes 17 seconds East for a distance of 209.24 feet to a set 5/8 inch capped rebar stamped CA-560LS said point lying on the Western-most right of way of Scott Street (right of way varies); thence run South 00 degrees 20 minutes 43 seconds East along said right of way for a distance of 103.34 feet to a found Weygand PK nail; thence leaving said right

of way run North 88 degrees 31 minutes 58 seconds West for a distance of 210.20 feet to the POINT OF BEGINNING. Said parcel contains 21,673 Sq. Feet or 0.50 Acres more or less.

SITE DATA TABLE	
PROPERTY AREA:	±43,579 SF / ±1.00 ACRES
BUILDING AREA:	±2,783 S.F.
CABANA AREA:	±320 S.F.
BAR/PATIO AREA:	±1,821 S.F.
PUTTING COURSE AREA:	±14,423 S.F.
LOCAL JURISDICTION:	HOMWOOD, AL
ZONING:	WHO (WEST HOMWOOD DISTRICT)
BUILDING HEIGHT:	3 STORIES
MAX. ALLOWED PROPOSED	1 STORY (30%)
PARKING:	
REQUIRED:	
3 SPACES PER 1,000 S.F. (BAR/TAVERN)	15
STANDARD	21
ADA ACCESSIBLE	1
TOTAL	22
BUILD-TO-LINE:	
REQUIRED:	
MINIMUM ALLOWED	0'
MAXIMUM ALLOWED	6'
PROVIDED:	
MINIMUM	2'
MAXIMUM	3'

SITE AREA CALCULATIONS	IMPERVIOUS AREA	PERVIOUS AREA
PRE-DEVELOPMENT	0.36 ACRES	0.62 ACRES
POST-DEVELOPMENT	0.80 ACRES	0.20 ACRES
TOTAL SITE AREA	1.00 ACRES	

FIRE PROTECTION PLAN

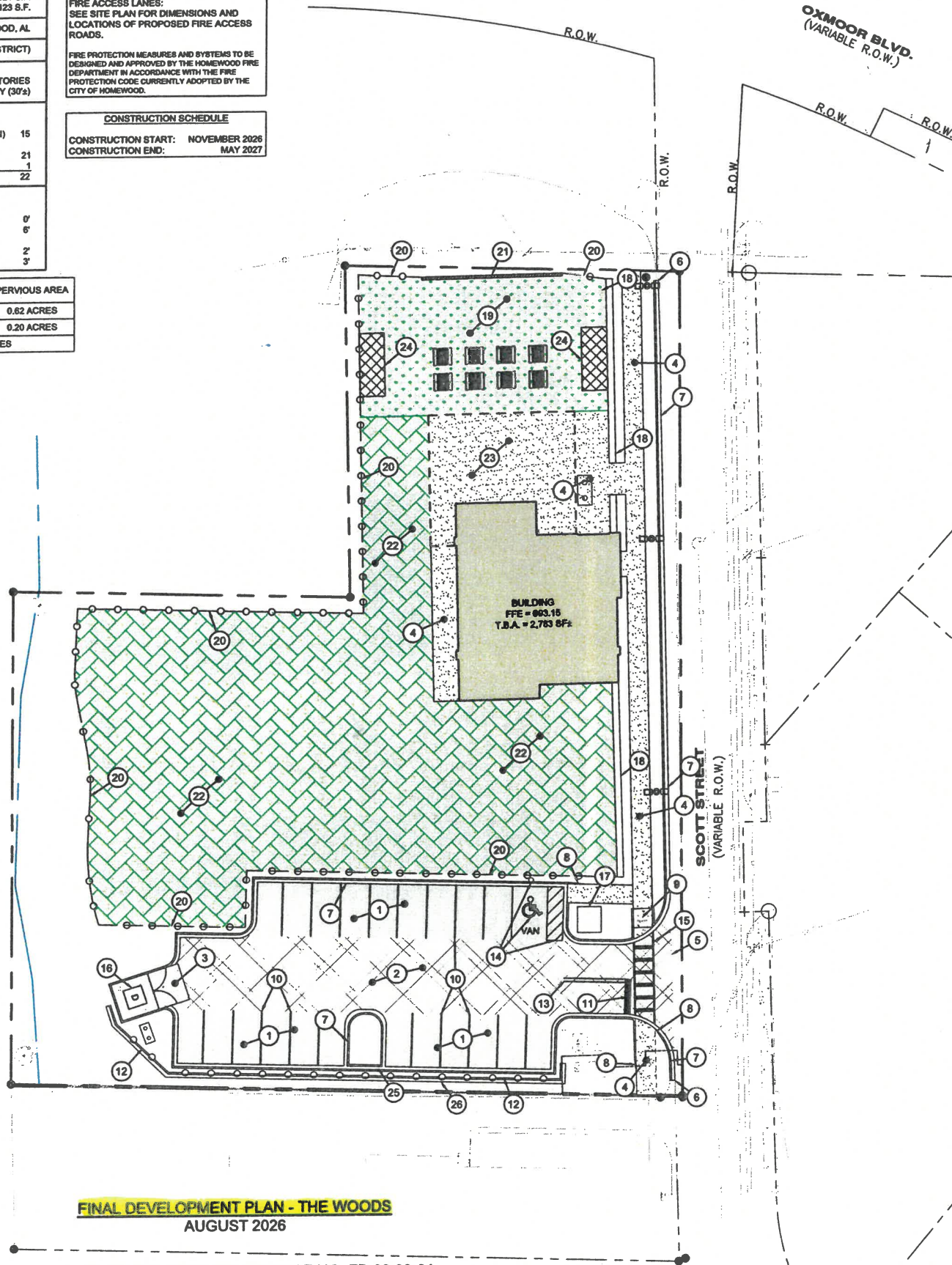
HYDRANT LOCATIONS:
1. PROPOSED FIRE HYDRANT (ADJACENT TO ENTRANCE ALONG SCOTT STREET)

FIRE ACCESS LANES:
SEE SITE PLAN FOR DIMENSIONS AND LOCATIONS OF PROPOSED FIRE ACCESS ROADS.

FIRE PROTECTION MEASURES AND SYSTEMS TO BE DESIGNED AND APPROVED BY THE HOMWOOD FIRE DEPARTMENT IN ACCORDANCE WITH THE FIRE PROTECTION CODE CURRENTLY ADOPTED BY THE CITY OF HOMWOOD.

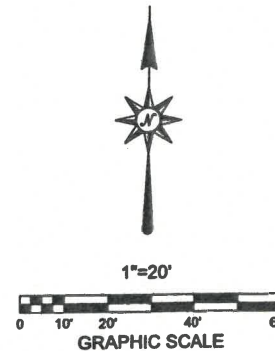
CONSTRUCTION SCHEDULE

CONSTRUCTION START: NOVEMBER 2026
CONSTRUCTION END: MAY 2027



FINAL DEVELOPMENT PLAN - THE WOODS
AUGUST 2026

PLANNING COMMISSION CASE NO. FD 26-08-01
RELATED PLANNING COMMISSION CASE NO. RS 26-08-03



FINAL DEVELOPMENT LEGEND

- | | |
|---|--|
| 1 STANDARD DUTY ASPHALT PAVEMENT REQ'D., TYPICAL. | 14 ACCESSIBLE SIGN, SYMBOL, AND AISLE REQ'D. |
| 2 HEAVY DUTY ASPHALT PAVEMENT REQ'D., TYPICAL. | 15 PEDESTRIAN CROSSWALK REQ'D. WITH 4" SOLID WHITE EDGE STRIPES. |
| 3 HEAVY DUTY CONCRETE PAVEMENT REQ'D., TYPICAL. | 16 DUMPSTER ENCLOSURE REQ'D. SEE ARCHITECTURAL/STRUCTURAL PLANS FOR DETAILS. |
| 4 CONCRETE SIDEWALK REQ'D., TYPICAL. | 17 CONCRETE TRANSFORMER PAD. SEE SITE UTILITY PLANS FOR DETAILS. |
| 5 TIE TO EXISTING PAVEMENT REQ'D. | 18 2' STREETWALL. SEE ARCHITECTURAL/STRUCTURAL PLANS FOR DETAILS. |
| 6 TIE TO EXISTING CURB AND GUTTER REQ'D. | 19 PROPOSED LAWN AREA. SEE ARCHITECTURAL PLANS FOR DETAILS. |
| 7 18" CURB AND GUTTER REQ'D. | 20 PROPOSED FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS. |
| 8 5' CURB TAPER REQ'D. | 21 PROPOSED TV WALL BY OTHERS. |
| 9 TYPE "D" ACCESSIBLE RAMP REQ'D. | 22 PROPOSED PUTTING COURSE AREA BY OTHERS. |
| 10 4' SOLID WHITE PAINT STRIPE REQ'D. TYPICAL. | 23 PROPOSED BAR AND PATIO AREA. SEE ARCHITECTURAL PLANS FOR DETAILS. |
| 11 24" SOLID WHITE STOP BAR REQ'D. | 24 PROPOSED CABANA BY OTHERS. |
| 12 4' BLACK VINYL CHAIN LINK REQ'D. | 25 1' CONCRETE FLUME REQ'D. |
| 13 4' DOUBLE YELLOW PAINT STRIPE REQ'D. | 26 DESIGN-BUILD RETAINING WALL BY OTHERS. |

FIRE MARSHAL ENDORSEMENT

THIS PLAN AS BEEN REVIEW BY THE FIRE MARSHAL OF HOMWOOD FIRE DEPARTMENT, AND HAS BEEN FOUND TO BE IN COMPLIANCE WITH THE FIRE MARSHAL'S EMERGENCY RESPONSE REQUIREMENTS FOR HYDRANTS ACCESSIBILITY AND WITH THE FIRE MARSHAL'S CRITERIA FOR STRUCTURE ACCESSIBILITY AND FOR TRAVELWAYS DESIGNATED AND/OR RESERVED FOR EMERGENCY VEHICULAR ACCESS AND CIRCULATION.

FIRE MARSHAL
HOMWOOD FIRE DEPARTMENT
DATE _____

FIRE DEPARTMENT CONNECTION TO BE APPROVED BY HOMWOOD FIRE MARSHAL PRIOR TO BUILDING CONSTRUCTION.
DATE _____

OWNER
DATE _____

PROPERTY OWNER ENDORSEMENT

APPROVED BY:
PROPERTY OWNER / AUTHORIZED AGENT (PRINT)
SIGNATURE OF PROPERTY OWNER / AUTHORIZED AGENT
DATE _____

ALL SIGNAGE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF HOMWOOD'S ZONING ORDINANCE

PLANNING COMMISSION ENDORSEMENT

THE APPROVED FINAL DEVELOPMENT PLAN IS NOT A SUBDIVISION PLAN. THE CITY'S SUBDIVISION REGULATIONS SHALL BE ENFORCED WITH REGARD TO THE SUBDIVISION OF LAND AND THE DEDICATION OF PUBLIC IMPROVEMENTS.

THE APPLICANT'S FINAL DEVELOPMENT PLAN IS CERTIFIED BY THE ZONING ADMINISTRATOR AS CONTAINING THE REQUIRED INFORMATION:

ZONING ADMINISTRATOR

FINAL DEVELOPMENT PLAN APPROVED BY THE HOMWOOD PLANNING COMMISSION ON:

CHAIRMAN

SECRETARY

FINAL DEVELOPMENT PLAN APPROVED BY THE HOMWOOD CITY COUNCIL:

CITY COUNCIL PRESIDENT

DATE

CITY CLERK

DATE

NO.	REVISIONS	DESCRIPTION	DATE
1	DEVELOPMENT PLAN SUBMITTAL		08/18/26

FINAL DEVELOPMENT PLAN

THE WOODS
504 SCOTT STREET
HOMWOOD, AL 35899
STRAIGHT UP INVESTMENTS LLC.
BIRMINGHAM, AL

GONZALEZ - STRENGTH & ASSOCIATES, INC.
CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING
LANDSCAPE ARCHITECTURE - PIPELINE ENGINEERING & SURVEYING
1550 WOODS OF RIVERCHASE DRIVE SUITE 200
HOOPER, ALABAMA 35044
PHONE: (205) 942-2686
WWW.GONZALEZ-STRENGTH.COM
an LJA company



DWG. NO.
C200 R 0
PROJECT
26-0174

AGENDA

ITEM

09.08.26

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE FINAL DEVELOPMENT PLAN AS REQUIRED BY THE PLANNED MIXED USE ZONING DISTRICT (PMUD) FOR THE PROPERTY DESCRIBED IN SECTION 1 BELOW AND IN EXHIBIT A ATTACHED HERETO.

WHEREAS, the Planning Commission of the City of Homewood, Alabama, has favorably recommended the approval of the Final Development Plan as required by the Planned Mixed Use Zoning District (PMUD) for the property described in Section 1 below and in Exhibit A attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOMEWOOD, ALABAMA, as follows:

Section 1. That the Final Development Plan for the following described parcel of property, described in Exhibit A, located in the City of Homewood, Jefferson County, Alabama, and more particularly described as follows:

**600 University Park Place
Homewood, Alabama 35209
Parcel ID No. 29-00-24-1-007-004.000**

**601 University Park Place
Homewood, Alabama 35209
Parcel ID No. 28-00-19-2-001-003.004**

**1601 Parkview Lane
Homewood, Alabama 35209
Parcel ID No. 28-00-19-2-001-003.003**

See Exhibit A

be and the same hereby is approved pursuant to the Final Development Plan attached as Exhibit B hereto, subject to the following condition:

- a.** That the property be resurveyed into a single lot.

Section 2. That from and after the enactment of this Ordinance by the City Council of the City of Homewood the Final Development Plan attached as Exhibit B hereto shall control the uses and restrictions applicable to the property described in Section 1 and in Exhibit A hereof and previously zoned to the Planned Mixed Use Zoning District (PMUD).

Section 3. That on **October 12, 2026, at 6:00 p.m.**, in the City Hall of the City of Homewood, Alabama, be, and the same hereby is, fixed as the time when, and the place where, the City Council will hold a public hearing on said proposed Final Development Plan for the

Planned Mixed Use Zoning District (PMUD) property described herein, at which time, all interested parties may appear and be heard.

Section 4. That the City Clerk shall give notice of the time and place of such hearing by posting a copy of this Ordinance at the places listed below once a week for two consecutive weeks in advance of its passage, and, in addition thereto, shall give not less than fifteen (15) days' notice in writing prior to **October 12, 2026**, to all owners of property located in whole, or in part, within 500 feet from the boundaries of the above-described property, as shown on the records in the office of the Tax Assessor of Jefferson County, Alabama, on a date not more than one (1) year prior to the date of said notice.

Section 5. That if any part, provision, or section of this Ordinance is declared to be unconstitutional or invalid by any court of competent jurisdiction, all other parts, provisions or sections of this Ordinance not thereby affected shall remain in full force and effect.

Section 6. That this Ordinance shall become effective immediately upon its passage and approval by the City Council.

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

Mayor

ATTEST:

City Clerk

This notice posted: _____, 2026

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

And at www.cityofhomewood.com

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

City Clerk, City of Homewood

EXHIBIT A

LEGAL DESCRIPTION

SAMFORD UNIVERSITY -- SOUTH CAMPUS FINAL DEVELOPMENT PLAN

(Planning Commission Case No. FD 26-08-01)

600 UNIVERSITY PARK PLACE -- Parcel ID # 29-00-24-1-007-004.000

601 UNIVERSITY PARK PLACE -- Parcel ID # 28-00-19-2-001-003.004

PARCEL NUMBER 1 -- 28 00 19 2 001 003.004; 29 00 24 1 007 004.000 THE SINGLE PARCEL IS DIVIDED IN THE CITY OF HOMEWOOD GIS SYSTEM DUE TO A SECTION LINE. THUS, THE TWO PARCEL NUMBERS ARE GIVEN IN GIS.

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST; AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST JEFFERSON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND PK NAIL AT THE SE CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 3 WEST. THENCE RUN SOUTHWESTLY AT A BEARING OF S2°07'01"W FOR A DISTANCE OF 975.79'; THENCE TURN 57°15'40" TO THE RIGHT TO THE POINT OF BEGINNING. THENCE RUN SOUTHWESTERLY AT A BEARING OF S59°22'41" FOR A DISTANCE OF 101.69'; THENCE TURN 0°35'52" TO THE RIGHT AND RUN SOUTHWESTERLY AT A BEARING OF S59°58'33"W FOR A DISTANCE OF 313.02'; THENCE TURN 0°40'8" TO THE LEFT AND RUN SOUTHWESTERLY AT A BEARING OF S59°18'25"W FOR A DISTANCE OF 189.93'; THENCE TURN 88°41'42" TO THE LEFT AND RUN SOUTHEASTERLY AT A BEARING S29°23'17" FOR A DISTANCE OF 932.72'; THENCE TURN 106°4'28" TO THE LEFT AND RUN NORTHEASTERLY AT A BEARING OF N44°32'15"E FOR A DISTANCE OF 164.93'; THENCE TURN 1°30'40" TO THE RIGHT AND RUN NORTHEASTERLY AT A BEARING OF N46°02'55"E FOR A DISTANCE OF 485.05'; THENCE TURN 77°47'13" TO THE LEFT AND RUN AT A BEARING OF N31°44'19"W FOR A DISTANCE OF 291.09'; THENCE TURN 0°14'42" TO THE RIGHT AND RUN NORTHWESTERLY AT A BEARING OF 31°29'37" FOR A DISTANCE OF 116.94'; THENCE TURN 7°27'58" TO THE RIGHT AND RUN NORTHWESTERLY AT A BEARING OF N24°01'39"W FOR A DISTANCE OF 30.78'; THENCE TURN 8°30'14" TO THE LEFT AND RUN NORTHWESTERLY AT A BEARING OF N32°31'53"W FOR A DISTANCE OF 141.28'; THENCE TURN 2°28'18" TO THE RIGHT AND RUN NORTHWESTERLY AT A BEARING OF N30°03'35"W FOR A DISTANCE OF 82.36'; THENCE TURN 90°0'0" TO THE RIGHT AND RUN NORTHEASTERLY AT A BEARING OF N59°56'25" FOR A DISTANCE OF 4.39'; THENCE TURN 90°0'0" TO THE LEFT AND RUN NORTHWESTERLY AT A BEARING OF N30°03'35"W FOR A DISTANCE OF 20.00'; THENCE TURN 90°0'0" TO THE LEFT AND RUN SOUTHWESTERLY AT A BEARING OF S59°56'25"W FOR A DISTANCE OF 4.39'; THENCE TURN 90°0'0" TO THE RIGHT AND RUN NORTHWESTERLY AT A BEARING OF N30°03'35"W FOR A DISTANCE OF 93.32' TO THE POINT OF ENDING. SAID PARCEL CONTAINS 524,926 SF (12.05AC), MORE OR LESS.

LEGAL DESCRIPTION

SAMFORD UNIVERSITY -- SOUTH CAMPUS FINAL DEVELOPMENT PLAN

(Planning Commission Case No. FD 26-08-01)

1601 PARKVIEW LANE -- Parcel ID # 28-00-19-2-001-003.003

PARCEL NUMBER 2 -- 28 00 19 2 001 003.003

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST; AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST JEFFERSON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE NORTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST. THENCE RUN SOUTHWESTERLY AT A BEARING OF S53°33'19"W FOR A DISTANCE OF 728.48' AND TURN 2°26'29" TO THE RIGHT TO THE POINT OF BEGINNING; THENCE RUN SOUTHWESTERLY AT A BEARING OF S55°59'47"W FOR A DISTANCE OF 346.13'; THENCE TURN 3°22'54" TO THE RIGHT AND RUN SOUTHWESTERLY AT A BEARING OF S59°22'41"W FOR A DISTANCE OF 548.46'; THENCE TURN 89°26'16" TO THE LEFT AND RUN AT A BEARING OF S30°03'35"E FOR A DISTANCE 93.32'; THENCE TURN 90°0'0" TO THE LEFT AND RUN NORTHEASTERLY AT A BEARING OF N59°56'25"E FOR A DISTANCE OF 4.39'; THENCE TURN 90°0'0" TO THE RIGHT AND RUN SOUTHEASTERLY AT A BEARING OF S30°03'35"E FOR A DISTANCE OF 20'; THENCE TURN 90°0'0" TO THE RIGHT AND RUN SOUTHWESTERLY AT A BEARING OF S59°56'25"W FOR A DISTANCE OF 4.39'; THENCE TURN 90°0'0" TO THE LEFT AND RUN AT A BEARING OF S30°03'35"W FOR A DISTANCE OF 82.36'; THENCE TURN 2°28'18" TO THE LEFT AND RUN SOUTHEASTERLY AT A BEARING OF S32°31'53"E FOR A DISTANCE OF 141.28'; THENCE TURN 8°30'14" TO THE RIGHT AND RUN SOUTHEASTERLY AT A BEARING OF S24°01'39"E FOR A DISTANCE OF 30.78'; THENCE TURN 7°27'58" TO THE LEFT AND RUN AT A BEARING OF S31°29'37"E FOR A DISTANCE OF 116.94'; THENCE TURN 0°14'42" TO THE LEFT AND RUN SOUTHEASTERLY AT A BEARING OF S31°44'19"E FOR A DISTANCE OF 291.09'; THENCE TURN 102°12'47" TO THE LEFT AND RUN NORTHEASTERLY AT A BEARING OF N46°02'55"E FOR A DISTANCE OF 1312.46'; THENCE TURN 46°3'13" TO THE LEFT AND RUN NORTHWESTERLY AT A BEARING OF N0°00'18"W FOR A DISTANCE OF 85.00'; THENCE TURN 139°1'6" TO THE LEFT AND RUN SOUTHWESTERLY AT A BEARING OF S40°58'36"W FOR A DISTANCE 52.18'; THENCE ENTER A CURVE TO THE RIGHT HAVING A RADIUS OF 276.50' FOR A DISTANCE OF 460.81' TO THE END OF THE CURVE; THENCE RUN NORTHWESTERLY AT A BEARING OF N43°32'07" FOR A DISTANCE OF 130.46'; THENCE TURN 14°8'50" TO THE RIGHT AND RUN NORTHWESTERLY AT A BEARING OF N29°23'17" FOR A DISTANCE OF 108.85' TO THE POINT OF ENDING. SAID PARCEL CONTAINS 660,639 SF (15.16AC), MORE OR LESS.

EXHIBIT 1-B
Final Development Plan

Final Development Plan

Figure 1.22 provides the Final Development Plan for South Campus.

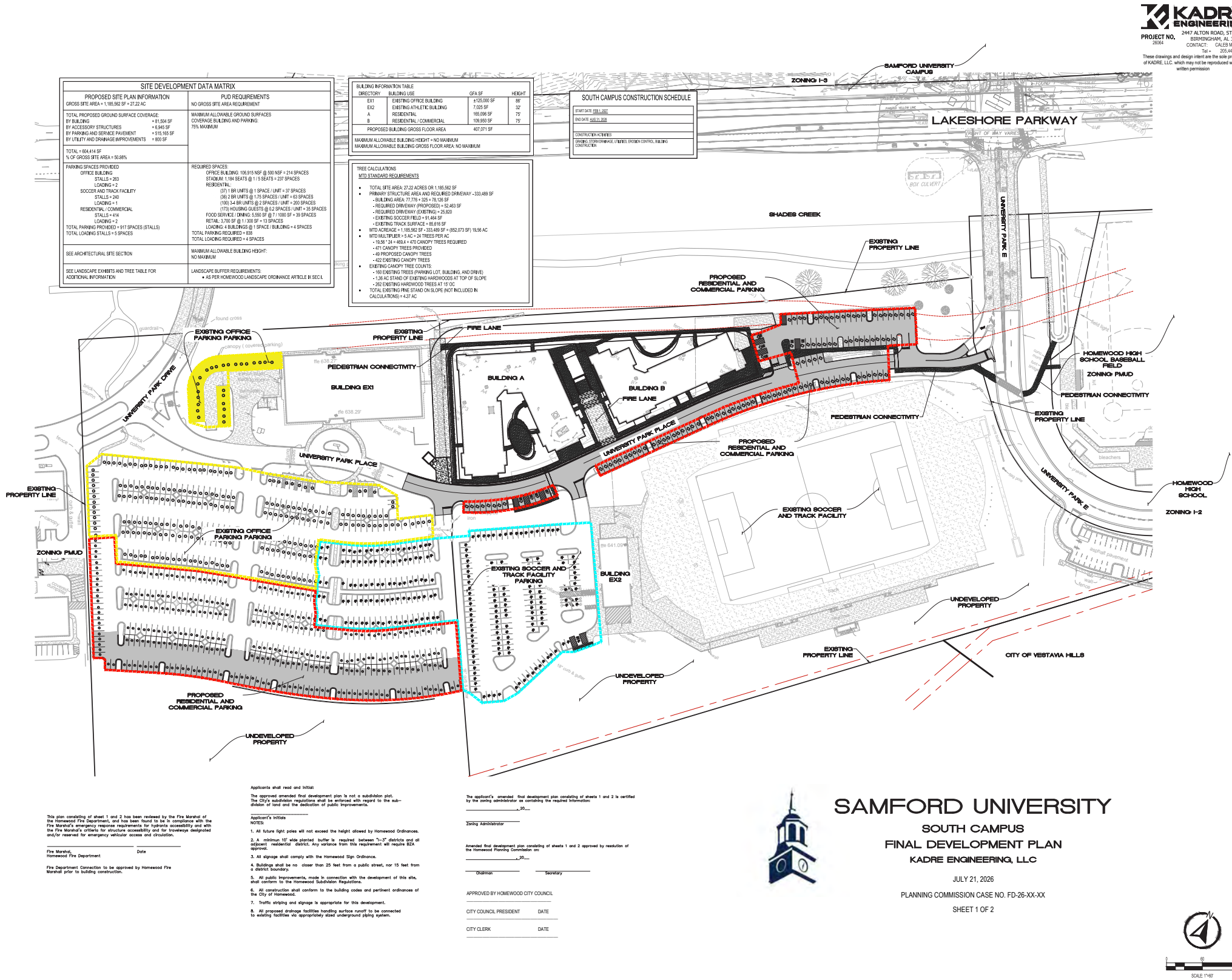
Civil Infrastructure

The Final Development Plan shows the location of existing and proposed buildings in the South Campus and proposed locations for sanitary and storm sewers, water mains, culverts, and other public utilities serving the Project.

Landscape & Trees

The Final Development Plan provides a general overview of the Landscape / Tree Plan for South Campus and highlights primary areas emphasis for landscaping and trees supporting the Project. The Master Plan emphasizes the importance of natural integration with Shades Creek, The Green as a distinctive feature of the overall development, preservation of natural features and thoughtful integration of architectural design with the primary landscape elements.

FIGURE 1.22 - FINAL DEVELOPMENT PLAN



SAMFORD UNIVERSITY
SOUTH CAMPUS
FINAL DEVELOPMENT PLAN
KADRE ENGINEERING, LLC

JULY 21, 2026
PLANNING COMMISSION CASE NO. FD-26-XX-XX
SHEET 1 OF 2



C1.0

KADRE ENGINEERING
PROJECT NO. 20064
2447 ALTON ROAD, STE 101
BIRMINGHAM, AL 35210
CONTACT: CALEB MARTIN
TEL: 205.462.3038
These drawings and design intent are the sole property of KADRE, LLC, which may not be reproduced without written permission.

B+M ARCHITECTURE
BEACHAM BUNCE + MANLEY ARCHITECTURE, PLLC
1900 WEST MOREHEAD STREET
SUITE 200
CHARLOTTE, NC 28208
704.334.1716
WWW.BBM-ARCH.COM

PRELIMINARY
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

CONCEPT DEVELOPMENT

SAMFORD - SOUTH
CAMPUS MULTIFAMILY
HOUSING

LAKEHORE DEVELOPMENT INTERESTS, LLC +
LANDMARK DEVELOPMENT SERVICES
COMPANY, LLC

LOCATION / HOMEWOOD, AL
PROJECT # / 26LAN100
DATE / 07.21.2026
DRAWN / CNM

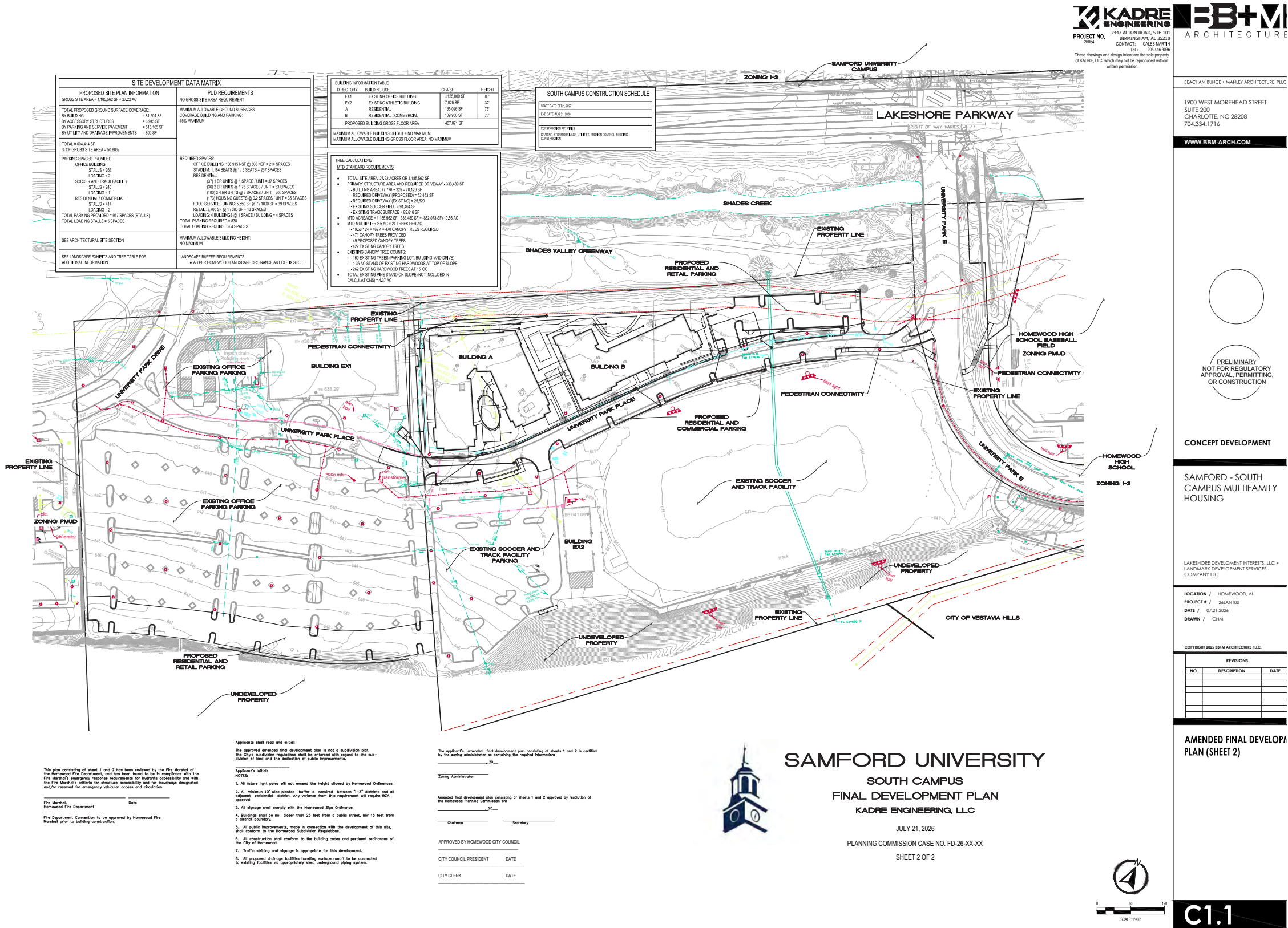
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REVISIONS		
NO.	DESCRIPTION	DATE

AMENDED FINAL DEVELOPM
PLAN (SHEET 1)

EXHIBIT 1-B
Final Development Plan

FIGURE 1.23 - FINAL DEVELOPMENT PLAN (PAGE 2)



AGENDA

ITEM

21.09.26

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 exists on the following described property:

**1622 26th Avenue South
Homewood, Alabama 35209
Parcel ID No. 28-00-07-2-014-011.000**

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

**CITY OF HOMEWOOD
BUILDING INSPECTIONS DEPARTMENT
CODE ENFORCEMENT DIVISION
2850 19th STREET SOUTH, SUITE 421
HOMEWOOD, AL 35209
PHONE 205-332-6800**

**CALE SMITH
CITY MANAGER**

**WYATT PUGH
BUILDING DIRECTOR**

Abatement of Weeds & Excessive Growth

*******NOTICE OF VIOLATION*******

CERTIFIED MAIL

Aug.14, 2026

Flipsouth Partners LLC
1457 Cypress Dr.
Flora IL 62839

Parcel ID # 28-00-07-2-014-011.000

Whom It May Concern:

This letter is being sent to inform you of a code violation existing at **1622 26TH Ave S**. The City of Homewood Code of Ordinances states that:

**Chapter 11 Health & Sanitation. Article IV Abatement of weeds.
Sec. 11-72. Intent.**

It is hereby declared, due to the population density of the city, that the excessive growth or accumulation of weeds, undergrowth and similar living or dead plant material, situated in the incorporated limits of the city is contrary to the public health, safety and general welfare of the residents of the city in that such growth or accumulation creates a haven or breeding place for snakes, rats, rodents and other vermin of like or similar character, or creates a breeding place for mosquitoes, creates a fire hazard to adjacent properties or adversely affects and impairs the economic welfare and value of adjacent property, and by reason of such factors is hereby declared to be a public nuisance. It is, therefore, deemed to be in the best interest of the health, safety and general welfare of the citizens of the city that such growth or accumulations, whether they be in the nature of weeds or other forms of plant life or other materials be removed in accordance with the following procedures of this article or that the violator of this article shall be otherwise punished as provided for herein.

Section 11-71 Excessive Growth:

The growth of weeds or other plant life which are not cultivated or landscaped or regularly tended to which reach a height in excess of eight (8) inches or the growth of any vines or kudzu which endangers other plant life, trees, or property.”

Section 11-74 Prohibitions.

- (a) No person shall permit the excessive growth or accumulation of weeds or other similar plant materials, on any property located within the city, whether such property is attended or unattended.
- (b) The tenant, occupant and/or owner of any property abutting any dedicated right-of-way in the city shall be required to keep such right-of-way in a clean and sanitary condition at all times by keeping the same free from weeds and other plant material of all kinds and by keeping the grass mowed. In mowing the grass in the area designated herein, the property owner, tenant or occupant shall cut the grass in such a manner that the grass as mowed does not extend over the curb line or edge of pavement of an improved right-of-way more than six (6) inches.

After an inspection of your property, I have determined that a violation of the above cited sections of the Homewood Code of Ordinance does exist on the above-described property of the City of Homewood, and that such violations of the Code of Ordinances and the Code of Alabama constitute a Public Nuisance on the property.

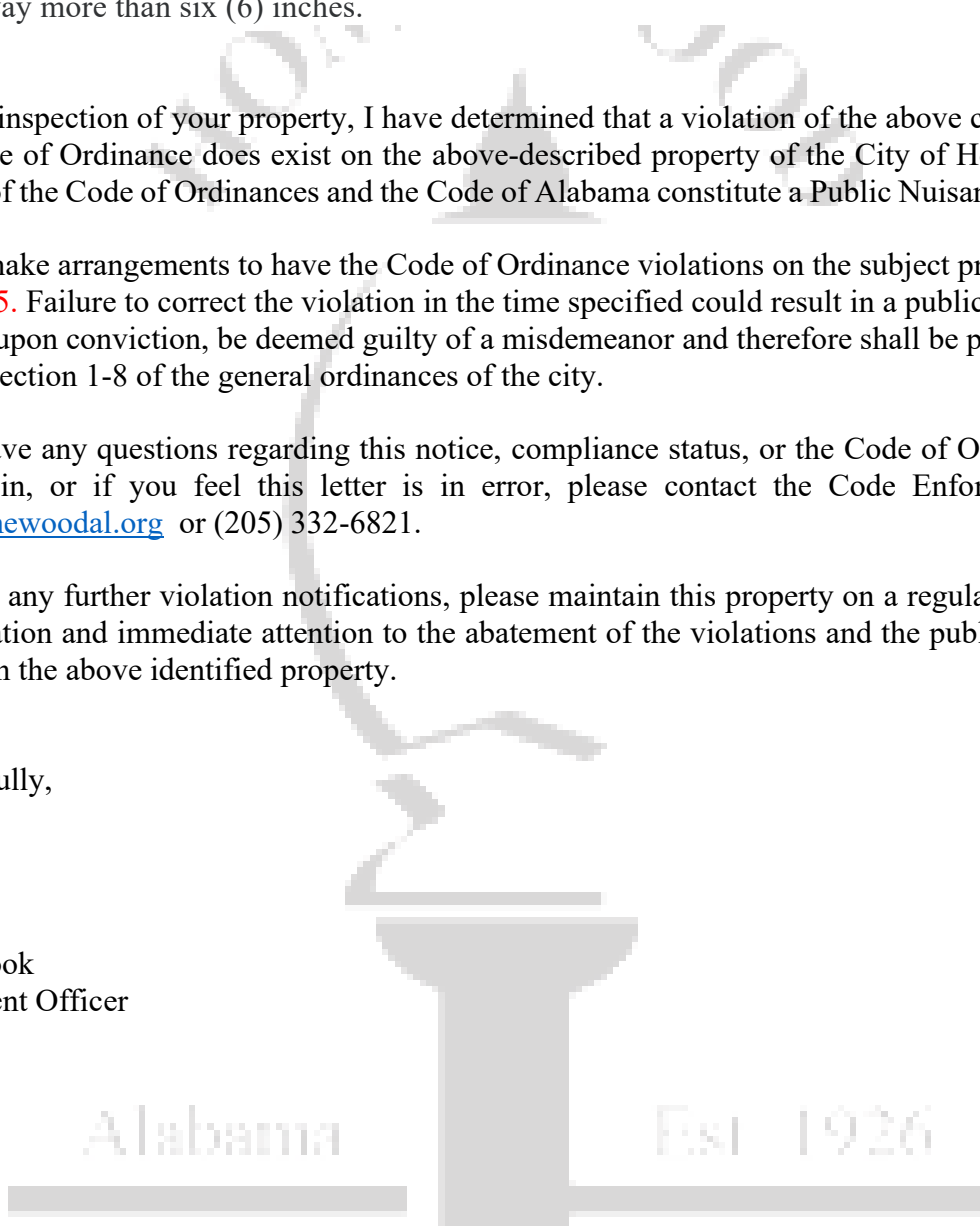
Please make arrangements to have the Code of Ordinance violations on the subject property **corrected by Aug. 30, 2025**. Failure to correct the violation in the time specified could result in a public hearing before the City Council or upon conviction, be deemed guilty of a misdemeanor and therefore shall be punished as provided for in section 1-8 of the general ordinances of the city.

If you have any questions regarding this notice, compliance status, or the Code of Ordinance violations referred to herein, or if you feel this letter is in error, please contact the Code Enforcement Officer at scott.cook@homewoodal.org or (205) 332-6821.

To avoid any further violation notifications, please maintain this property on a regular basis. Thank you for your cooperation and immediate attention to the abatement of the violations and the public nuisance, which currently exist on the above identified property.

Respectfully,

Scott Cook
Code Enforcement Officer



AGENDA

ITEM

22.09.26

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 exists on the following described property:

**1600 Berry Road
Homewood, Alabama 35209
Parcel ID No. 29-00-26-1-001-017.000**

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

**CITY OF HOMEWOOD
BUILDING INSPECTIONS DEPARTMENT
CODE ENFORCEMENT DIVISION
2850 19th STREET SOUTH, SUITE 421
HOMEWOOD, AL 35209
PHONE 205-332-6800**

**CALE SMITH
CITY MANAGER**

**WYATT PUGH
BUILDING DIRECTOR**

**Abatement of Weeds & Excessive Growth
*****NOTICE OF VIOLATION*****
CERTIFIED MAIL**

June 17, 2026

William Scriener
1600 Berry Rd
Birmingham AL 35226

Parcel ID # 29-00-26-1-001-017.000

Whom It May Concern:

This letter is being sent to inform you of a code violation existing at **1600 Berry Rd..** The City of Homewood Code of Ordinances states that:

**Chapter 11 Health & Sanitation. Article IV Abatement of weeds.
Sec. 11-72. Intent.**

It is hereby declared, due to the population density of the city, that the excessive growth or accumulation of weeds, undergrowth and similar living or dead plant material, situated in the incorporated limits of the city is contrary to the public health, safety and general welfare of the residents of the city in that such growth or accumulation creates a haven or breeding place for snakes, rats, rodents and other vermin of like or similar character, or creates a breeding place for mosquitoes, creates a fire hazard to adjacent properties or adversely affects and impairs the economic welfare and value of adjacent property, and by reason of such factors is hereby declared to be a public nuisance. It is, therefore, deemed to be in the best interest of the health, safety and general welfare of the citizens of the city that such growth or accumulations, whether they be in the nature of weeds or other forms of plant life or other materials be removed in accordance with the following procedures of this article or that the violator of this article shall be otherwise punished as provided for herein.

Section 11-71 Excessive Growth:

The growth of weeds or other plant life which are not cultivated or landscaped or regularly tended to which reach a height in excess of eight (8) inches or the growth of any vines or kudzu which endangers other plant life, trees, or property.”

Please address the entire property. Mow the grass and heavily trim the shrubbery

Section 11-74 Prohibitions.

(a) No person shall permit the excessive growth or accumulation of weeds or other similar plant materials, on any property located within the city, whether such property is attended or unattended.

After an inspection of your property, I have determined that a violation of the above cited sections of the Homewood Code of Ordinance does exist on the above described property of the City of Homewood, and that such violations of the Code of Ordinances and the Code of Alabama constitute a Public Nuisance on the property.

Please make arrangements to have the Code of Ordinance violations on the subject property **corrected by July 1, 2026**. Failure to correct the violation in the time specified could result in a public hearing before the City Council or upon conviction, be deemed guilty of a misdemeanor and therefore shall be punished as provided for in section 1-8 of the general ordinances of the city.

If you have any questions regarding this notice, compliance status, or the Code of Ordinance violations referred to herein, or if you feel this letter is in error, please contact the Code Enforcement Officer at scott.cook@homewoodal.org or (205) 332-6821.

To avoid any further violation notifications, please maintain this property on a regular basis. Thank you for your cooperation and immediate attention to the abatement of the violations and the public nuisance, which currently exist on the above identified property.

Respectfully,

Scott Cook
Code Enforcement Officer



AGENDA

ITEM

23.09.26

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 exists on the following described property:

**304 Mecca Avenue
Homewood, Alabama 35209
Parcel ID No. 29-00-13-2-006-009.000**

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

**CITY OF HOMEWOOD
BUILDING INSPECTIONS DEPARTMENT
CODE ENFORCEMENT DIVISION
2850 19th STREET SOUTH, SUITE 421
HOMEWOOD, AL 35209
PHONE 205-332-6800**

**CALE SMITH
CITY MANAGER**

**WYATT PUGH
BUILDING DIRECTOR**

Abatement of Weeds & Excessive Growth

*******NOTICE OF VIOLATION*******

CERTIFIED MAIL

Aug.14, 2026

Jan Shang Hill
304 Mecca Ave
Homewood AL 35209

Parcel ID # 29-00-13-2-006-009-000

Whom It May Concern:

This letter is being sent to inform you of a code violation existing at **304 Mecca Ave**. The City of Homewood Code of Ordinances states that:

**Chapter 11 Health & Sanitation. Article IV Abatement of weeds.
Sec. 11-72. Intent.**

It is hereby declared, due to the population density of the city, that the excessive growth or accumulation of weeds, undergrowth and similar living or dead plant material, situated in the incorporated limits of the city is contrary to the public health, safety and general welfare of the residents of the city in that such growth or accumulation creates a haven or breeding place for snakes, rats, rodents and other vermin of like or similar character, or creates a breeding place for mosquitoes, creates a fire hazard to adjacent properties or adversely affects and impairs the economic welfare and value of adjacent property, and by reason of such factors is hereby declared to be a public nuisance. It is, therefore, deemed to be in the best interest of the health, safety and general welfare of the citizens of the city that such growth or accumulations, whether they be in the nature of weeds or other forms of plant life or other materials be removed in accordance with the following procedures of this article or that the violator of this article shall be otherwise punished as provided for herein.

Section 11-71 Excessive Growth:

The growth of weeds or other plant life which are not cultivated or landscaped or regularly tended to which reach a height in excess of eight (8) inches or the growth of any vines or kudzu which endangers other plant life, trees, or property.”

Section 11-74 Prohibitions.

- (a) No person shall permit the excessive growth or accumulation of weeds or other similar plant materials, on any property located within the city, whether such property is attended or unattended.
- (b) The tenant, occupant and/or owner of any property abutting any dedicated right-of-way in the city shall be required to keep such right-of-way in a clean and sanitary condition at all times by keeping the same free from weeds and other plant material of all kinds and by keeping the grass mowed. In mowing the grass in the area designated herein, the property owner, tenant or occupant shall cut the grass in such a manner that the grass as mowed does not extend over the curb line or edge of pavement of an improved right-of-way more than six (6) inches.

After an inspection of your property, I have determined that a violation of the above cited sections of the Homewood Code of Ordinance does exist on the above-described property of the City of Homewood, and that such violations of the Code of Ordinances and the Code of Alabama constitute a Public Nuisance on the property.

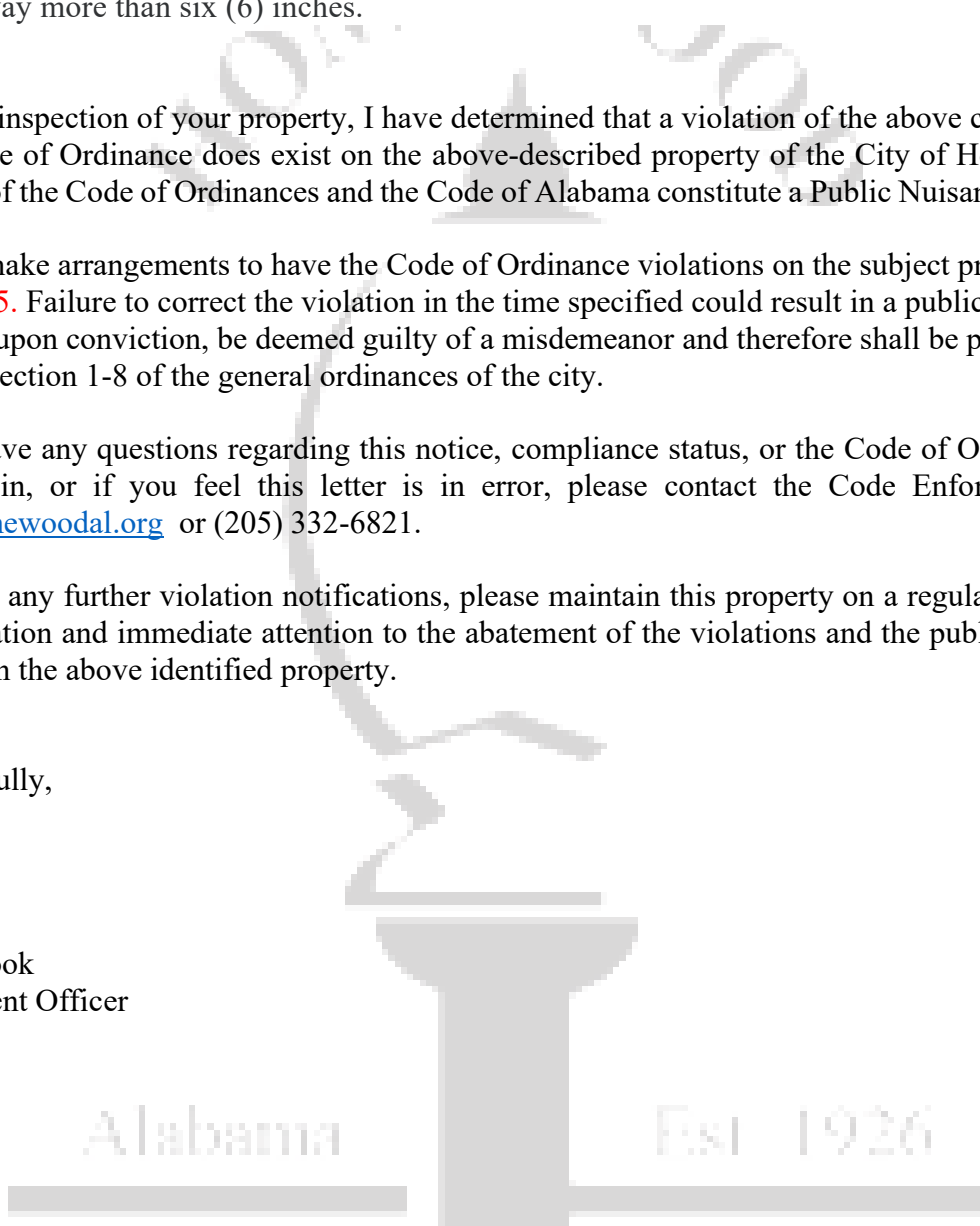
Please make arrangements to have the Code of Ordinance violations on the subject property **corrected by Aug. 30, 2025**. Failure to correct the violation in the time specified could result in a public hearing before the City Council or upon conviction, be deemed guilty of a misdemeanor and therefore shall be punished as provided for in section 1-8 of the general ordinances of the city.

If you have any questions regarding this notice, compliance status, or the Code of Ordinance violations referred to herein, or if you feel this letter is in error, please contact the Code Enforcement Officer at scott.cook@homewoodal.org or (205) 332-6821.

To avoid any further violation notifications, please maintain this property on a regular basis. Thank you for your cooperation and immediate attention to the abatement of the violations and the public nuisance, which currently exist on the above identified property.

Respectfully,

Scott Cook
Code Enforcement Officer



AGENDA

ITEM

24.09.26

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 exists on the following described property:

**139 State Farm Parkway
Homewood, Alabama 35209
Parcel ID No. 29-00-23-4-008-004.000**

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

**CITY OF HOMEWOOD
BUILDING INSPECTIONS DEPARTMENT
CODE ENFORCEMENT DIVISION
2850 19th STREET SOUTH, SUITE 421
HOMEWOOD, AL 35209
PHONE 205-332-6800**

**CALE SMITH
CITY MANAGER**

**WYATT PUGH
BUILDING DIRECTOR**

**Abatement of Weeds & Excessive Growth
*****NOTICE OF VIOLATION*****
CERTIFIED MAIL**

Aug.14, 2026

RETV LLC
2010 Patton Chapel Rd
Suite 101
Hoover Al. 35216

Parcel ID # 29-00-23-4-008-004.000

Whom It May Concern:

This letter is being sent to inform you of a code violation existing at **139 State Farm Pkwy**. The City of Homewood Code of Ordinances states that:

Chapter 11 Health & Sanitation. Article IV Abatement of weeds.

Sec. 11-72. Intent.

It is hereby declared, due to the population density of the city, that the excessive growth or accumulation of weeds, undergrowth and similar living or dead plant material, situated in the incorporated limits of the city is contrary to the public health, safety and general welfare of the residents of the city in that such growth or accumulation creates a haven or breeding place for snakes, rats, rodents and other vermin of like or similar character, or creates a breeding place for mosquitoes, creates a fire hazard to adjacent properties or adversely affects and impairs the economic welfare and value of adjacent property, and by reason of such factors is hereby declared to be a public nuisance. It is, therefore, deemed to be in the best interest of the health, safety and general welfare of the citizens of the city that such growth or accumulations, whether they be in the nature of weeds or other forms of plant life or other materials be removed in accordance with the following procedures of this article or that the violator of this article shall be otherwise punished as provided for herein.

Section 11-71 Excessive Growth:

The growth of weeds or other plant life which are not cultivated or landscaped or regularly tended to which reach a height in excess of eight (8) inches or the growth of any vines or kudzu which endangers other plant life, trees, or property.”

Section 11-74 Prohibitions.

- (a) No person shall permit the excessive growth or accumulation of weeds or other similar plant materials, on any property located within the city, whether such property is attended or unattended.
- (b) The tenant, occupant and/or owner of any property abutting any dedicated right-of-way in the city shall be required to keep such right-of-way in a clean and sanitary condition at all times by keeping the same free from weeds and other plant material of all kinds and by keeping the grass mowed. In mowing the grass in the area designated herein, the property owner, tenant or occupant shall cut the grass in such a manner that the grass as mowed does not extend over the curb line or edge of pavement of an improved right-of-way more than six (6) inches.

After an inspection of your property, I have determined that a violation of the above cited sections of the Homewood Code of Ordinance does exist on the above-described property of the City of Homewood, and that such violations of the Code of Ordinances and the Code of Alabama constitute a Public Nuisance on the property.

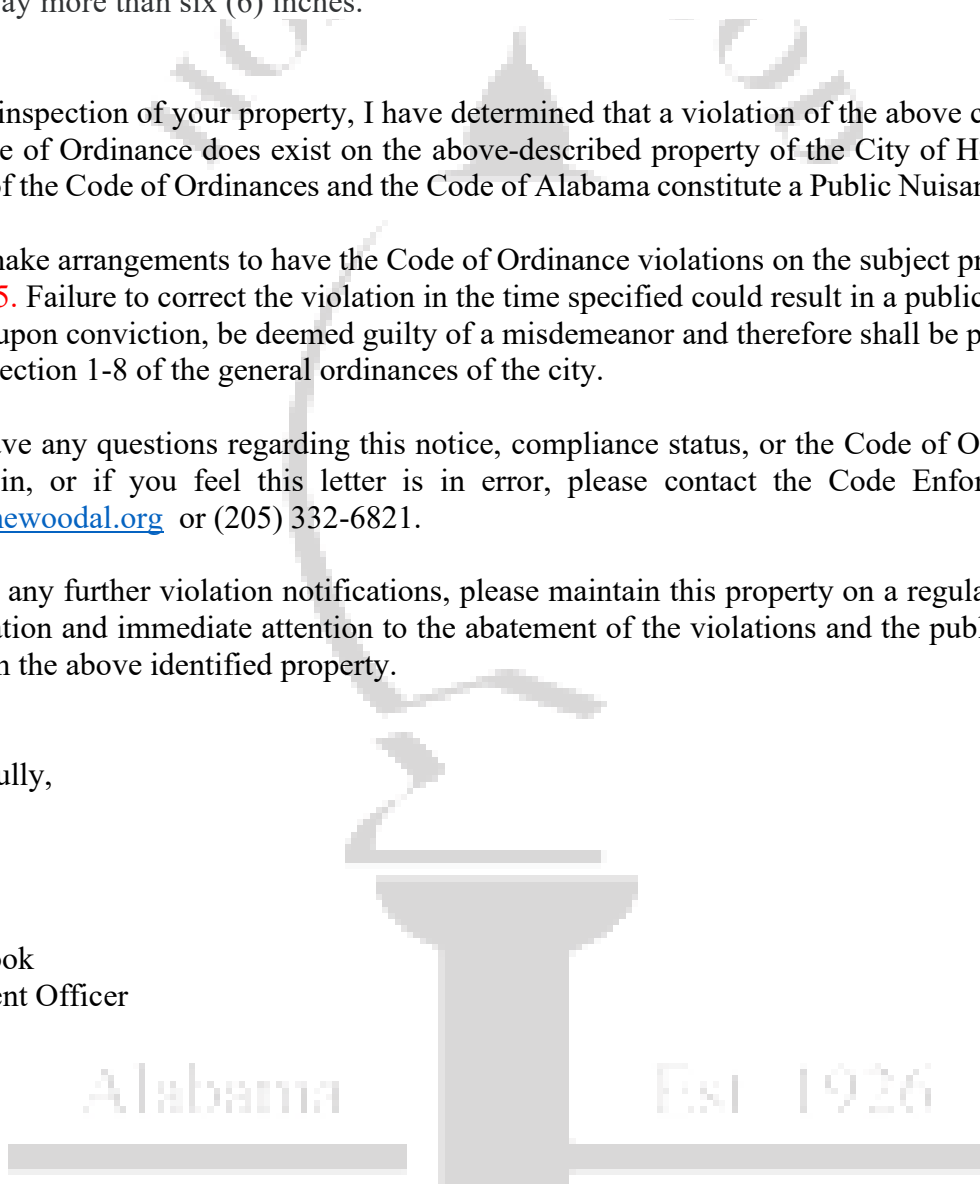
Please make arrangements to have the Code of Ordinance violations on the subject property **corrected by Aug. 30, 2025**. Failure to correct the violation in the time specified could result in a public hearing before the City Council or upon conviction, be deemed guilty of a misdemeanor and therefore shall be punished as provided for in section 1-8 of the general ordinances of the city.

If you have any questions regarding this notice, compliance status, or the Code of Ordinance violations referred to herein, or if you feel this letter is in error, please contact the Code Enforcement Officer at scott.cook@homewoodal.org or (205) 332-6821.

To avoid any further violation notifications, please maintain this property on a regular basis. Thank you for your cooperation and immediate attention to the abatement of the violations and the public nuisance, which currently exist on the above identified property.

Respectfully,

Scott Cook
Code Enforcement Officer



RESOLUTION NO. _____

**A RESOLUTION ADOPTING PROCEDURES FOR PERFORMANCE
EVALUATIONS OF THE CITY MANAGER**

WHEREAS, the City Council appointed a City Manager pursuant to the Council-Manager Act of 1982, Ala. Code § 11-43A-1 et seq.;

WHEREAS, the City Manager's Employment Agreement provides for performance evaluations after six (6) months, annually on the City Manager's hiring date, and otherwise at the discretion of the City Council;

WHEREAS, neither the Council-Manager Act nor the Employment Agreement prescribes the procedures by which such evaluations shall be conducted;

WHEREAS, the Human Resources Director, with reference to city manager performance evaluation guidelines published by the International City/County Manager Association ("ICMA") and legal review from the City Attorney, has recommended standardized evaluation procedures based upon nationally recognized professional practices for council-manager governments;

WHEREAS, ICMA guidelines identify the objectives of a city manager performance evaluation as promoting mutual understanding between the manager and governing body;

WHEREAS, ICMA guidelines recognize a performance-evaluation process in which members of the governing body complete evaluation forms, the responses are consolidated, and the responses are discussed with the city manager;

WHEREAS, the City Council finds that adoption of standardized procedures will promote consistency, fairness, transparency, orderly deliberation, meaningful communication, and institutional continuity while preserving the Council's sole discretion regarding the outcome of any evaluation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Homewood, Alabama, as follows:

Section 1. The City Council hereby adopts the "Procedures for Performance Evaluation of the City Manager," attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The City Council hereby adopts Exhibit B as the evaluation form to be used for each performance evaluations. Exhibit B shall be used whenever the City Manager's employment agreement requires a performance evaluation after the commencement of employment.

Section 3. For each performance evaluation conducted pursuant to this Resolution, each Council Member shall complete the applicable evaluation form during, and not before, an open meeting of the City Council convened, in whole or in part, for the purpose of conducting the City Manager's performance evaluation, as further detailed in Exhibit A hereto.

Section 4. Except as otherwise provided in Section 5, all performance evaluations of the City Manager shall be conducted in accordance with Exhibit A and the applicable evaluation form adopted by this Resolution.

Section 5. Nothing in this Resolution or the exhibits hereto shall be construed to alter the City Manager's Employment Agreement, create additional employment rights, or restrict the Council's authority to conduct additional performance evaluations on an as-needed basis when authorized by the City Council at a public meeting.

Section 6. The procedures attached hereto as Exhibit A and the evaluation form attached hereto as Exhibit B and adopted by this Resolution may be amended only by subsequent resolution passed by the affirmative vote of a majority of the entire membership of the City Council.

Section 7. The City Clerk is directed to maintain Exhibits A and B with this Resolution.

Section 8. This Resolution shall become effective immediately upon its adoption.

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

Mayor

ATTEST:

City Clerk

AGENDA

ITEM

08.10.26

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CERTAIN CONDITIONS AND STIPULATIONS GOVERNING THE DEVELOPMENT OF THE PROPERTY LOCATED AT 832 GREENSPRINGS HIGHWAY AS SET FORTH IN ORDINANCE NO. 1359 OF THE CITY OF HOMEWOOD, PREVIOUSLY ADOPTED ON FEBRUARY 9, 1981, AND THEREAFTER AMENDED BY THE ADOPTION OF ORDINANCE NO. 2216 ON SEPTEMBER 27, 2004.

WHEREAS, certain conditions and stipulations governing the development of the property located at 832 Greensprings Highway, more particularly described hereinbelow, in the City of Homewood, Jefferson County, Alabama (the "Property"), were approved by the City and set forth by the adoption of Ordinance No. 1359 on February 9, 1981, a copy of which is attached hereto as Exhibit A (the "Governing Conditions"). Pursuant to Ordinance No. 1359, the Governing Conditions are declared to be attached covenants that run with the land, regardless of any change in ownership or zoning of the Property; and

WHEREAS, the Property was thereafter taken out of the City of Homewood's General Business (B-2) Zoning District and rezoned to the City's Greensprings Urban Renewal District (GURD) Zoning District by the adoption of Ordinance 2216 on September 27, 2004. The Governing Conditions of Ordinance No. 1359 remain with the Property; and

WHEREAS, the owner of the Property has requested that the Governing Conditions for the Property be amended; and

WHEREAS, the Planning Commission of the City of Homewood, Alabama, has favorably recommended to the City Council that the provisions of Section 1(2) of Ordinance No. 1359 be amended by reducing the requirement of a 20-foot wide green belt buffer along the westerly 20-foot portion of the subject property with the requirement of a 10-foot wide landscape buffer, as generally depicted in the proposed Site Layout Plan and Landscape Plan attached hereto as Exhibit B, in compliance with the City of Homewood's current Greensprings Urban Renewal Zoning District (GURD) classification; and

WHEREAS, the Planning Commission of the City of Homewood, Alabama, has *un*favorably recommended to the City Council that the provisions of Section 1(4) of Ordinance No. 1359 be amended by changing the current limited vehicular access status to and from the subject property via Raleigh Avenue to full vehicular access status to and from the subject property via Raleigh Avenue, as generally depicted in the proposed Site Layout Plan and Landscape Plan attached hereto as Exhibit B; and

WHEREAS, the proposed amendment is consistent with the City's plans and serves the public interest; and

WHEREAS, the City Council of the City of Homewood has found it necessary and desirable that an Ordinance amending Section 1(2) and Section 1(4) of Ordinance No. 1359 related

to the described parcel of property be considered and has set a public hearing on said Ordinance on **November 23, 2026**, and has directed the City Clerk to give notice thereof, as provided by law.

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

Section 1. That Section 1 of Ordinance No. 1359 of the City of Homewood, previously adopted on February 9, 1981, a copy of which is attached hereto as Exhibit A, be and the same is hereby amended to read, in its entirety, as follows:

Section 1. That the following described parcel of property located in the City of Homewood, Jefferson County, Alabama, more particularly described as follows (the "Property):

832 Greensprings Highway
Homewood, Alabama 35209
Parcel ID No. 29 00 23 1 003 024.000

Lot 1 K F C Addition to Homewood PB 180 PG 12

More particularly described as follows:

That part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 18 South, Range 3 West, more particularly described as follows:

Begin at the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 23; thence north along the west line of said forty for 150 feet; thence east and parallel with the south line of said forty for 233.7 feet to a point on the westerly right-of-way line of the Greensprings Highway; thence along said Greensprings Highway a distance of 138.9 feet in a southeasterly direction; thence 44.3 feet along the right-of-way line of said highway to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence west along said south line 282 feet to the point of beginning.

Pursuant to the adoption of Ordinance 2216 on September 27, 2004, the Property is zoned in the City's Greensprings Urban Renewal District (GURD) Zoning District, subject to the following conditions and stipulations, which shall attach to and run with the land:

(1) That no driveway or entrance for entrance to or exit from the above-described property to or from Greensprings Highway hereafter shall be constructed, maintained or used, or be permitted to be constructed, maintained or used, for said purpose or purposes by the person or party then owning said Property, except at or

near the northeasterly corner of said parcel of the Property, where the same abuts on Greensprings Highway;

(2) That a buffer zone and green belt no less than ten (10) feet in width shall be created, constructed on and established along the westerly twenty (20) feet of aforesaid property, which said buffer zone and green belt shall not be used for off-street parking of motor vehicles or for any other business or commercial uses and purposes other than as a buffer zone and green belt related to the GURD Zoning District uses of the remaining portion of aforesaid parcel of the Property;

(3) That no driveway or entrance to or from Raleigh Avenue hereafter shall hereafter be constructed, maintained or used for said purpose or purposes by the person or party then owning said property, except at or near the intersection of the northerly line of Raleigh Avenue and the easterly line of said buffer zone and green belt; and

(4) That motor vehicles, as defined in the Highway Code of Alabama, using said driveway or entrance for ingress to said driveway or entrance, or parcel of the Property, from Raleigh Avenue, shall no longer be restricted and may enter said driveway or entrance, or said parcel of the Property, by making either a right-hand turn or left-hand turn from Raleigh Avenue, at any time.

Section 2. That from and after the enactment of this Ordinance by the City Council of the City of Homewood, or its otherwise becoming a law, the uses and restrictions applicable to the GURD Zoning District as set out in Ordinance No. 2933 (the Zoning Ordinance) of the City of Homewood previously adopted and as heretofore amended, together with the conditions and stipulations in this Ordinance set out hereinabove, control the uses made of and permitted on the Property described in Section 1 hereof.

Section 3. That on **November 23, 2026, at 6:00 p.m.**, in the City Hall of the City of Homewood, Alabama, be, and the same hereby is, fixed as the time when, and the place where, the City Council will hold a public hearing on the proposed amendment of Ordinance No. 1359, at which time all interested parties may appear and be heard.

Section 4. That the City Clerk shall give notice of the time and place of such hearing by posting a copy of this Ordinance at the places listed below once a week for two consecutive weeks in advance of its passage, and, in addition thereto, shall give not less than fifteen (15) days' notice in writing prior to **November 23, 2026**, to all owners of property located in whole, or in part, within 500 feet from the boundaries of the above described property, as shown on the records in the office of the Tax Assessor of Jefferson County, Alabama, on a date not more than one (1) year prior to the date of said notice.

Section 5. That if any part, provision, or section of this Ordinance is declared to be unconstitutional or invalid by any court of competent jurisdiction, all other parts, provisions or sections of this Ordinance not thereby affected shall remain in full force and effect.

Section 6. That this Ordinance shall become effective immediately upon its passage and approval by the City Council.

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

Mayor

ATTEST:

City Clerk

This notice posted: _____, 2026

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

And at www.cityofhomewood.com

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

City Clerk, City of Homewood

EXHIBIT A

ORDINANCE NO. 1399

AN ORDINANCE TO FURTHER AMEND ORDINANCE NO. 260 OF THE CITY OF HOMEWOOD, ALABAMA, ENTITLED "THE ZONING ORDINANCE OF THE CITY OF HOMEWOOD, ALABAMA", AS HERETOFORE AMENDED BY ORDINANCE NO. 732 ADOPTED ON THE 11TH DAY OF DECEMBER, 1961.

WHEREAS, the Planning Commission of the City of Homewood, Alabama, has approved and recommended to the City Council that Ordinance No. 260 of the City of Homewood, Alabama, entitled "The Zoning Ordinance of the City of Homewood, Alabama", as heretofore amended by Ordinance No. 732 adopted on the 11th day of December, 1961, be further amended by zoning the property described in Section 1 hereof as "Zone B-2", subject to the hereinafter provided conditions and stipulations, and

WHEREAS, the City Council has found it necessary and desirable that the zoning on the hereinafter described parcel of property be changed as aforesaid and has set a public hearing on said ordinance on the 9th day of February, 1981, and has directed the City Clerk to give notice thereof, as provided by law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Homewood, Alabama, that Ordinance No. 260 of said City, as heretofore amended by Ordinance No. 732, and the Zoning Map of said City, as adopted by the City Council of said City, be and the same hereby are amended as follows:

Section 1. That the following described parcel of property located in the City of Homewood, Jefferson County, Alabama, more particularly described as follows:

That part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 18 South, Range 3 West, more particularly described as follows:

Begin at the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 23; thence north along the west line of said forty for 150 feet; thence east and parallel with the south line of said forty for 238.7 feet to a point on the westerly right-of-way line of the Green Springs Highway; thence along said Green Springs Highway a distance of 138.9 feet in a southeasterly direction; thence 44.8 feet along the right-of-way line of said highway to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence west along said south line 282 feet to the point of beginning.

be and the same hereby is zoned "Zone B-2", subject to the following conditions and stipulations, which shall attach to and run with the land: (1) That no driveway or entrance, for entrance to, or exit from, the above-described property to, or from, Green Springs Highway, hereafter shall be constructed, maintained or used, or be permitted to be constructed, maintained or used, for said purpose, or purposes, by the person, or party, then owning said property, except at, or near, the Northeastly corner of said parcel of property, where same abuts on Green Springs Highway; (2) that a buffer zone and green belt not less than twenty (20) feet in width shall be created, constructed on and established along the westerly twenty (20) feet of aforesaid parcel of property, which said buffer zone and green belt shall not be used for off-street parking of motor vehicles or for any other business or commercial uses and purposes other than as a buffer zone and green belt related to the B-2 uses of the remaining portion of aforesaid parcel of property; (3) that no driveway or entrance, to, or from, Raleigh Avenue, hereafter shall hereafter be constructed, maintained or used for said purpose, or purposes by the person or party, then owning said property except at, or near the intersection of the northerly line of Raleigh Avenue and the easterly line of said buffer zone and green belt; (4) that no motor vehicle, as defined in the Highway Code of Alabama, using said driveway for ingress to said driveway, or parcel of property, from Raleigh Avenue, shall enter said driveway, or said parcel of property, except by making a right hand turn from Raleigh Avenue, at any time, and that no such motor vehicle using said driveway for egress from said driveway, or parcel of property, into Raleigh Avenue, shall enter Raleigh Avenue, except by making a right hand turn from said driveway or said parcel of property at any time.

Section 2. That from and after enactment of this ordinance by the City Council of the City of Homewood and its approval by the Mayor, or its otherwise becoming a law, the uses and restrictions applicable to "Zone B-2", as set out in Ordinance No. 260 of the City of Homewood adopted and amended by Ordinance No. 732, as aforesaid, together with the conditions and stipulations hereinabove set out, shall govern and control the uses made

of and permitted on the property described in Section 1 hereof.

Section 3. That the 9th day of February, 1981, at 6:30 o'clock P.M., in the City Hall of the City of Homewood, Alabama, be and the same is hereby fixed as the time when and the place where the City Council will hold a public hearing on said proposed amendment of said ordinance, at which time, all interested parties may appear and be heard.

Section 4. That the City Clerk shall give notice of the time and place of such hearing by publishing a copy of this ordinance in the Shades Valley Sun once a week for two consecutive weeks in advance of its passage, and, in addition thereto, shall give not less than fifteen (15) days notice in writing prior to February 9, 1981, to all owners of property located, in whole, or, in part, within 500 feet from the boundaries of the above-described property, as shown on the records in the office of the Tax Assessor of Jefferson County, Alabama, on a date not more than one (1) year prior to the date of said notice.

Section 5. That if any part, provision or section of this ordinance is declared to be unconstitutional or invalid by any court of competent jurisdiction, all other parts, provisions or sections of this ordinance not thereby affected shall remain in full force and effect.

Section 6. That said Ordinance No. 260, as heretofore amended by said Ordinance No. 732, and as hereby amended, shall remain and continue in full force and effect.

Section 7. That this ordinance shall become effective immediately upon its passage and approval by the City Council and Mayor of the City of Homewood, Alabama.

Done this 9th day of February, 1981.

APPROVED:


Mayor

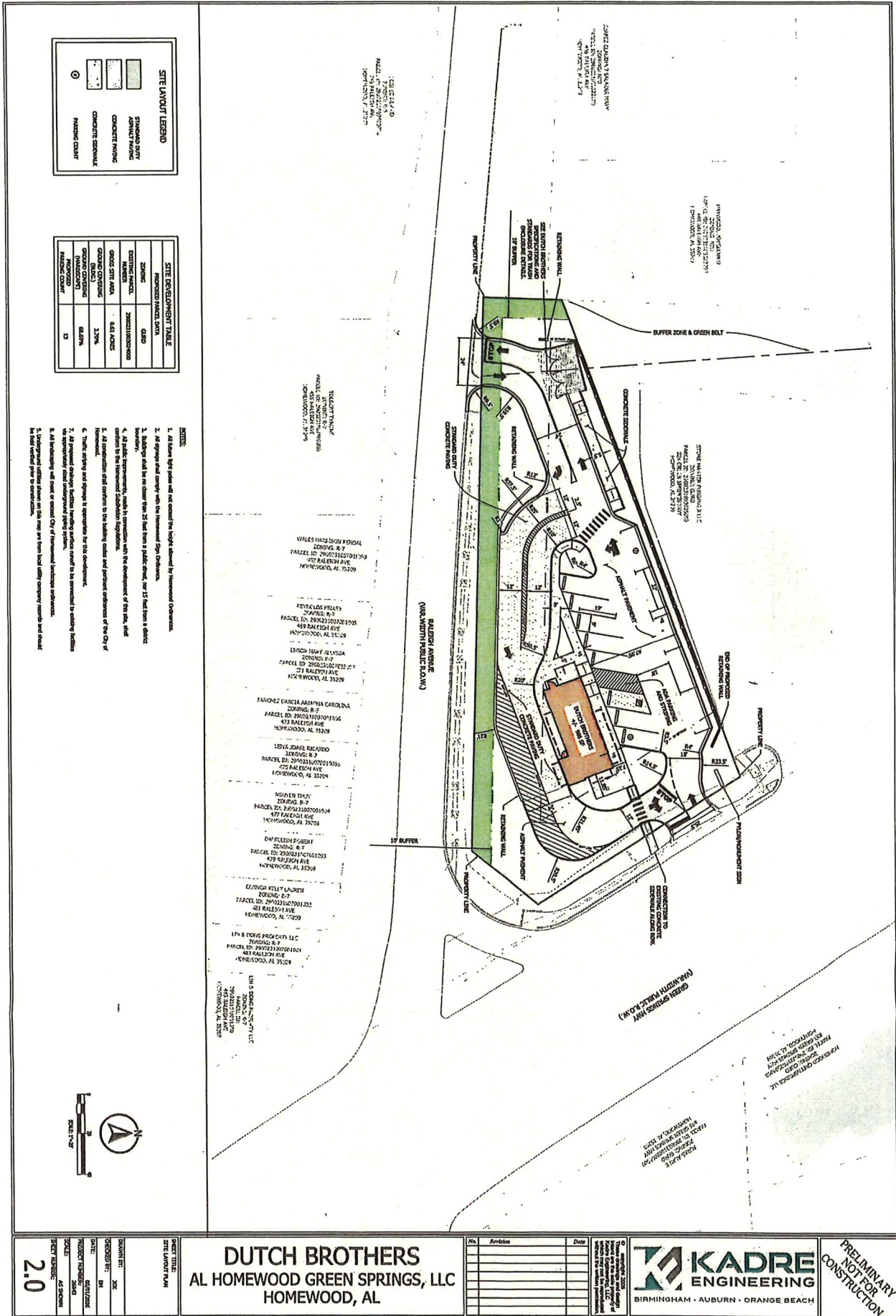
ATTEST: Marilyn W. Grubbs, City Clerk

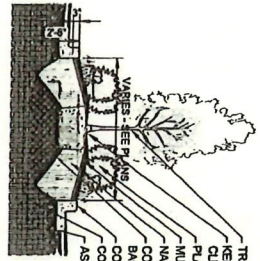
Published Shades Valley Sun: 1-21-81
1-28-81
2-11-81

Posted 2-10-81 Mayor's office, -3-
Homewood Library and Recreation Center


President of City Council

EXHIBIT B

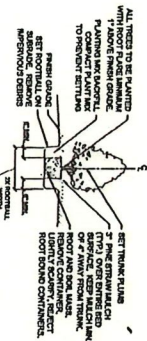




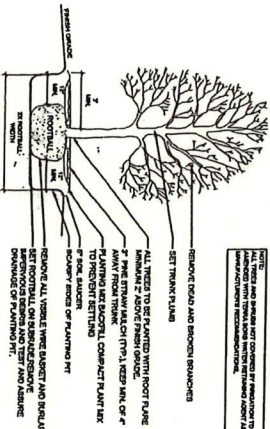
1 TREE IN PARKING ISLAND



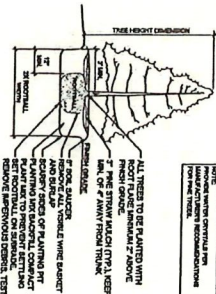
2 TRENCH EDGE FOR ALL PLANT BEDS



3 TYPICAL CONTAINERIZED SHRUB PLANTING



4 TYPICAL TREE PLANTING



5 TYPICAL EVERGREEN TREE PLANTING

Homewood, AL Zoning Ordinance ARTICLE IX: TREE PROTECTION AND LANDSCAPE Sec. 9. - Trees and Landscaping Requirements. Jan-24

1. Location of trees: Canopy trees: Minimum - 40 feet apart, Understory trees: - 10 to 20 feet apart
2. Perimeter VA Landscaping Area (PVA):
 - a. A perimeter VA landscape (PVA) shall be provided along the outside of an off-street parking and vehicular use area (VA).
 - b. PVA landscape area must be a minimum of 15 feet wide as measured from the back of curb of the VA, toward the property boundary.
 - c. The PVA shall be landscaped at a rate of 1 canopy tree per 50 linear feet of perimeter curb and gutter, excluding required 30 shrubs per 100 linear feet.
 - d. 30 shrubs shall be a minimum of 36 inches in height at installation.
3. Minimum Tree Density Required: 16 trees per 0.1 acre
4. Foundation Landscaping:
 - (1) A minimum of 50% of the linear feet of any side of a building facing a public street must be planted.
 - (2) Plantings must be placed adjacent to building sides or provided in planters near the building sides.
 - (3) Planting areas must be a minimum of 3 feet in width, excluding a minimum 2-foot-wide strip along the curb for vehicular overhang, unless wheel stops are used.
 - (4) Shrubs planted immediately adjacent to the building shall be a minimum of 18 inches in height at installation.
- PAGE 1107, Sec. 1, Buffer strip.
 - (1) A buffer strip (as defined in Article II) shall be provided:
 - a. Where a non-residential district abuts a residential district.
 - (1) At its narrowest point, it has a level, horizontally measured width of ten (10) feet minimum
 - (4) Entire area to be covered

Required:	Provide:	Due to site constraints, quantity was met by placing adjacent to the required location.
Required:	Provide:	
Required:	Provide:	
Required:	Provide:	



DUTCH BROTHERS
AL HOMEWOOD GREEN SPRINGS, LLC
HOMESWOOD, ALABAMA

LANDSCAPE PLAN
L2.1

AGENDA

ITEM

09.10.26

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:

**1625 26th Avenue South
Homewood, Alabama 35209
Parcel ID No. 28-00-07-3-007-004.000**

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

**CITY OF HOMEWOOD
BUILDING INSPECTIONS DEPARTMENT
CODE ENFORCEMENT DIVISION
2850 19th STREET SOUTH, SUITE 421
HOMEWOOD, AL 35209
PHONE 205-332-6800**

**CALE SMITH
CITY MANAGER**

**WYATT PUGH
BUILDING DIRECTOR**

Abatement of Weeds & Excessive Growth

*******NOTICE OF VIOLATION*******

CERTIFIED MAIL

Aug.14, 2026

Adrienne Lee
1625 26th Ave So.
Homewood AL 35209

Parcel ID # 28-00-07-3-007-004.000

Whom It May Concern:

This letter is being sent to inform you of a code violation existing at **1625 26th Ave So.** The City of Homewood Code of Ordinances states that:

**Chapter 11 Health & Sanitation. Article IV Abatement of weeds.
Sec. 11-72. Intent.**

It is hereby declared, due to the population density of the city, that the excessive growth or accumulation of weeds, undergrowth and similar living or dead plant material, situated in the incorporated limits of the city is contrary to the public health, safety and general welfare of the residents of the city in that such growth or accumulation creates a haven or breeding place for snakes, rats, rodents and other vermin of like or similar character, or creates a breeding place for mosquitoes, creates a fire hazard to adjacent properties or adversely affects and impairs the economic welfare and value of adjacent property, and by reason of such factors is hereby declared to be a public nuisance. It is, therefore, deemed to be in the best interest of the health, safety and general welfare of the citizens of the city that such growth or accumulations, whether they be in the nature of weeds or other forms of plant life or other materials be removed in accordance with the following procedures of this article or that the violator of this article shall be otherwise punished as provided for herein.

Section 11-71 Excessive Growth:

The growth of weeds or other plant life which are not cultivated or landscaped or regularly tended to which reach a height in excess of eight (8) inches or the growth of any vines or kudzu which endangers other plant life, trees, or property.”

Section 11-74 Prohibitions.

- (a) No person shall permit the excessive growth or accumulation of weeds or other similar plant materials, on any property located within the city, whether such property is attended or unattended.
- (b) The tenant, occupant and/or owner of any property abutting any dedicated right-of-way in the city shall be required to keep such right-of-way in a clean and sanitary condition at all times by keeping the same free from weeds and other plant material of all kinds and by keeping the grass mowed. In mowing the grass in the area designated herein, the property owner, tenant or occupant shall cut the grass in such a manner that the grass as mowed does not extend over the curb line or edge of pavement of an improved right-of-way more than six (6) inches.

After an inspection of your property, I have determined that a violation of the above cited sections of the Homewood Code of Ordinance does exist on the above-described property of the City of Homewood, and that such violations of the Code of Ordinances and the Code of Alabama constitute a Public Nuisance on the property.

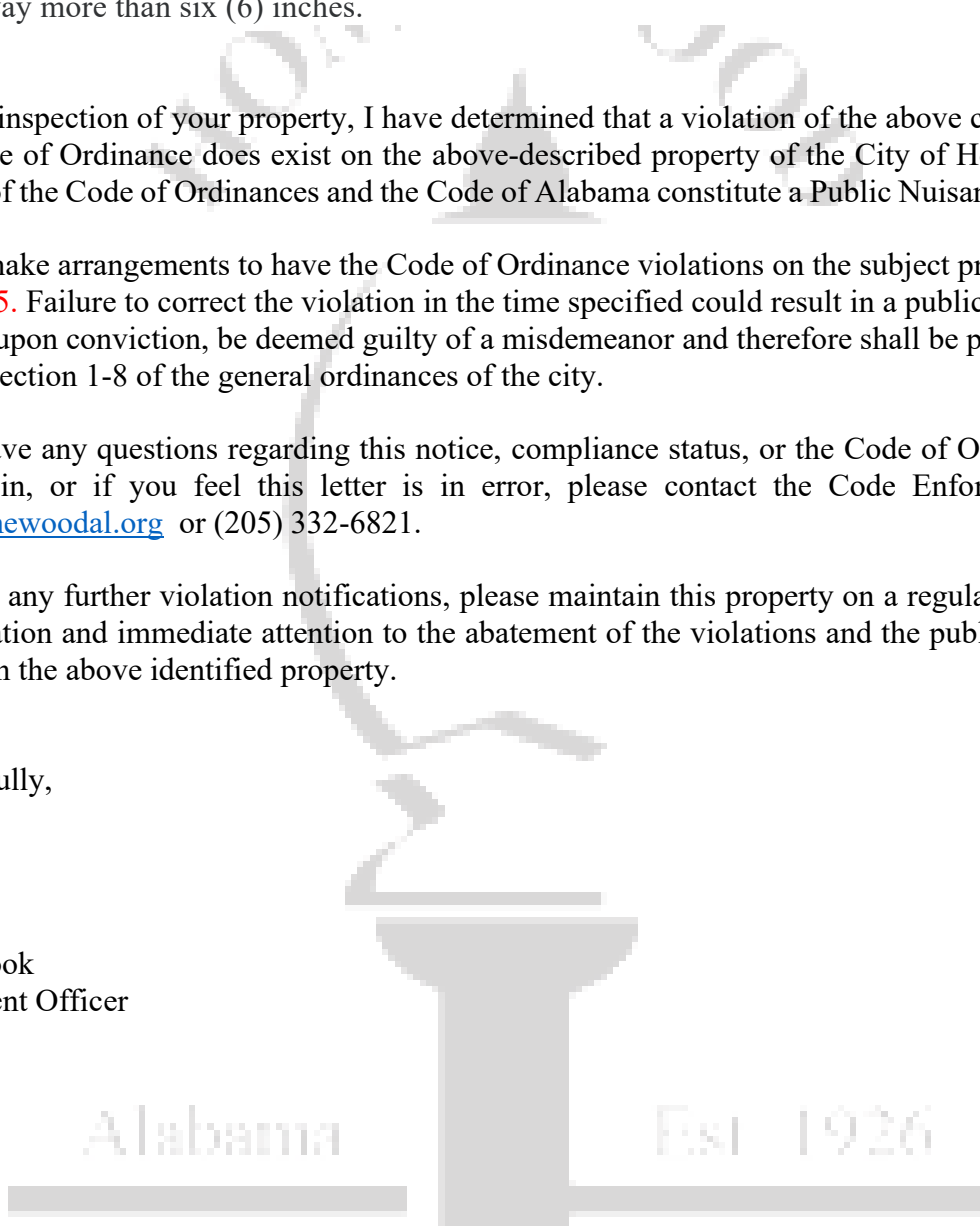
Please make arrangements to have the Code of Ordinance violations on the subject property **corrected by Aug. 30, 2025**. Failure to correct the violation in the time specified could result in a public hearing before the City Council or upon conviction, be deemed guilty of a misdemeanor and therefore shall be punished as provided for in section 1-8 of the general ordinances of the city.

If you have any questions regarding this notice, compliance status, or the Code of Ordinance violations referred to herein, or if you feel this letter is in error, please contact the Code Enforcement Officer at scott.cook@homewoodal.org or (205) 332-6821.

To avoid any further violation notifications, please maintain this property on a regular basis. Thank you for your cooperation and immediate attention to the abatement of the violations and the public nuisance, which currently exist on the above identified property.

Respectfully,

Scott Cook
Code Enforcement Officer



AGENDA

ITEM

10.10.26

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:

**316 Carr Avenue
Homewood, Alabama 35209
Parcel ID No. 29-00-14-4-014-007.000**

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

11.10.26

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:

**1616 Barry Avenue
Homewood, Alabama 35209
Parcel ID No. 29-00-12-1-008-002.000**

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

04.10.26

RESOLUTION NO. 26-_____

A RESOLUTION RELEASING LIEN AND AMENDING RESOLUTION NUMBER 25-38 ASSESSMENT FOR PROPERTY LOCATED AT 1509 BECKHAM DRIVE, AS HOMEWOOD, ALABAMA HAS BEEN PAID IN FULL

WHEREAS, on March 31, 2025, the City Council adopted Resolution No. 25-38 assessing against the property located at 1509 Beckham Drive, Homewood, Alabama, the City's reasonable costs of demolition in the amount of \$20,833.00, which assessment constituted a lien against the property;

WHEREAS, the property subject to the assessment and lien is identified as 1509 Beckham Drive, Homewood, Alabama, 35209, Parcel I.D. No. 29-00-12-4-009-011.000 with Legal Description: Lot 17, according to the survey of Valley Homes, first addition, as recorded in map book 49 on page 37 in the office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division;

WHEREAS, the City has now received payment in full of the \$20,833.00 assessment imposed by Resolution No. 25-38; and

WHEREAS, the City Council finds that, because the assessment has been paid in full, the lien arising from Resolution No. 25-38 should be released of record.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Homewood, Alabama, as follows:

1. The foregoing recitals are hereby adopted as findings of the City Council.
2. The lien arising from the assessment imposed by Resolution No. 25-38 against the property located at 1509 Beckham Drive, Homewood, Alabama, Parcel I.D. No. 29-00-12-4-009-011.000, is hereby released, the assessment having been paid in full.
3. The City Clerk is authorized and directed to cause a certified copy of this Resolution to be recorded in the Office of the Judge of Probate of Jefferson County, Alabama, and to provide a copy to the current owner of the property.
4. That this Resolution will 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

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, City Clerk of the City of Homewood, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Homewood, Alabama, on the ____ day of October, 2026, while in regular session, a quorum being present, and that the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this ____ day of October, 2026.

City Clerk

AGENDA

ITEM

05.10.26

RESOLUTION NO. 26-_____

WHEREAS, the City of Homewood, Alabama (the “City”) has identified the need for landscape maintenance services at the City’s interchange and gateway areas (the “Project”) to preserve public property, promote public safety, and maintain the appearance of the City; and

WHEREAS, the City desires to solicit competitive sealed bids from qualified contractors for the Project in accordance with applicable state and local laws; and

WHEREAS, it is necessary and appropriate to establish a specific date and time for the public opening of bids submitted for the Project; and

WHEREAS, the City Council finds that soliciting competitive bids for the Project and providing for the maintenance of the City’s interchange and gateway areas are in the public interest and serve a valid and sufficient public purpose.

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 Project shall include all labor, tools, materials, equipment, and services necessary to provide landscape maintenance for the interchange and gateway areas described in the bid documents prepared or to be prepared by the City or its designated representatives.

2. Sealed bids for the Project shall be received by the City until the deadline set forth in the official advertisement for bids. At **4:31 p.m. (local time) on November 30, 2026**, said bids shall be publicly opened at City Hall or such other location as may be designated in the official advertisement for bids.

3. That the City Clerk, or his designee, is authorized and directed to publish notice of the invitation to bid in accordance with applicable law. Appropriate City officials are authorized to take all actions necessary to carry out the intent of this Resolution, including the preparation and distribution of bid documents and related materials.

4. That all bidding procedures shall be conducted in accordance with all applicable federal, state, and local requirements.

5. That this Resolution shall become effective immediately upon its adoption by the Homewood 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

11.09.26

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL SECTION 2 AND AMEND SECTION 4 OF
ORDINANCE NO. 1883, RELATING TO PARKING ON A PORTION OF
18TH STREET, TO AUTHORIZE PARKING WITHIN THE
RESTRICTIVE PARKING ZONE.**

WHEREAS, the City Council of the City of Homewood, Alabama, adopted Ordinance No. 1883 on September 25, 1995, regulating parking on a portion of the 2800 block of 18th Street in the City of Homewood;

WHEREAS, Section 1 of Ordinance No. 1883 establishes a Prohibited Parking Zone on that portion of 18th Street lying within fifteen (15) feet of the intersection of 18th Street with the southerly boundary line of the alley running parallel to 29th Avenue South and 28th Avenue South in the City of Homewood;

WHEREAS, Section 2 of Ordinance No. 1883 establishes a Restrictive Parking Zone extending fifty-five (55) feet in a southerly direction from the southernmost point of the Prohibited Parking Zone as described in Section 1 of Ordinance 1883 and presently prohibits parking in that zone between 8:00 a.m. and 5:30 p.m., Monday through Friday; and

WHEREAS, the City Council desires to preserve the fifteen-foot Prohibited Parking Zone established by Section 1 while repealing Section 2 to remove the restriction on parking within the Restrictive Parking Zone;

WHEREAS, the City Council desires to amend Section 4 of Ordinance No. 1883 to conform its provisions to the repeal of Section 2 and to ensure consistent application of the remaining provisions of Ordinance No. 1883;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOMEWOOD, ALABAMA, as follows:

Section 1. Section 2 of Ordinance No. 1883 is hereby repealed

Section 2. Section 4 of Ordinance No. 1883 is hereby amended as follows:

That the Chief of Police of said City shall erect, or cause to be erected, appropriate lines, markings, no parking signs, and stop signs at the intersection and places described in Section 1 hereof.

Section 3. Except as expressly amended herein, all other provisions of Ordinance No. 1883 shall remain in full force and effect, including Section 1 establishing the Prohibited Parking Zone within fifteen (15) feet of the alley described therein.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. If any part, provision, or section of this Ordinance is declared unconstitutional or invalid by any court of competent jurisdiction, all other parts, provisions, and sections of this Ordinance not thereby affected shall remain in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its adoption by the City Council, or as otherwise becoming law.

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

Mayor

ATTEST:

City Clerk

AGENDA

ITEM

20.09.26

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 2051 AND ORDINANCE NO. 2654 AND RENEW A FIBER OPTICS TELECOMMUNICATIONS FRANCHISE

WHEREAS, the City of Homewood previously adopted Ordinance No. 2051 entitled “Fiber Optics Telecommunications Franchise” on March 20, 2000 granting a franchise to American Communications Services of Birmingham, Inc. d/b/a e.spire, a copy of which is attached hereto as Exhibit A and incorporated as if fully set out herein (the “Franchise”) and;

WHEREAS, the City of Homewood thereafter adopted Ordinance No. 2654 entitled “Ordinance to Amend Ordinance 2051 and Renew a Fiber Optics Telecommunications Franchise” on April 24, 2017 renewing and extending the then current franchise for a period of ten (10) years Level 3 Telecom of Alabama, LLC (“Level 3”), which had at that time acquired the Franchise, a copy of which is attached hereto as Exhibit B and incorporated as if fully set out herein (the “Franchise”) and;

WHEREAS, Level 3 has requested the City to renew and extend the current Franchise for another period of ten (10) years.

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

1. That the City does by the adoption of this Ordinance amend Section 1 of Ordinance No. 2051, as further amended by Ordinance No. 2654, as follows:

SECTION 1. GRANT OF NON-EXCLUSIVE FRANCHISE. A non-exclusive franchise is hereby granted to Level 3 Telecom of Alabama, LLC and its affiliate entities (“Franchisee”), subject to the City of Homewood’s receipt of monetary and services compensation, to construct, maintain and operate in, over, under, across and through the public rights-of-way of the City of Homewood, Alabama (the “City”) a broadband fiber optics telecommunication network which shall be authorized to provide audio, video, data, voice and signaling communications services for the purpose of offering communication services within the City and any future additions thereto, the duration of such franchise to be a period of ten (10) years, to commence on October 1, 2026 and expire on September 30, 2036, provided that nothing in this franchise shall be construed as granting to Franchisee for the expressed purpose of providing services as a “competitive access provider” which directly connects end user customers within the franchise area with other businesses, local area

networks, a local exchange carrier and inter-exchange carriers and for such other services, including local exchange and enhanced services as may be authorized by the Alabama Public Service Commission (the “PSC”) or federal law, other than cable services as defined below. The Franchisee shall not permit the use of its fiber optic transmission system, its duct or pathways, its pole attachments or any plant equipment on the public rights-of-way in any manner that would avoid or seek to avoid the need for a franchise from the City for the business of another person. Franchisee shall not provide services directly regulated by the PSC unless authorized by the PSC. Franchisee shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 U.S.C.A. § 521, *et seq.*, as amended) without first having a obtained a separate cable franchise with the City.

The parties shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms hereof and further provided that statutory authority shall exist for the City to renew this franchise. New terms and conditions may be required by the City for renewal if the telecommunications technology and laws change after the date of this franchise Ordinance and cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms, provisions or conditions may also be required by the City upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen circumstances or interpretations of this franchise and/or which are based on the history of performance of Franchisee. This franchise does not grant to Franchisee any guaranteed right of renewal and there shall be no such right, the foregoing notwithstanding, provided however that the parties agree to negotiate new terms and conditions in good faith.

When used herein, the term “facilities” shall mean all or any part of a network of fiberoptic telecommunication cables and all related property, including but not limited to conduit, carrier and appurtenances necessary for fiber optics communication and located within the City’s rights-of-way.

It is the desire of the City that all areas of the City be served with fiber optic telecommunications capability. Franchisee shall cooperate with the City in planning for the development of universal service within the City's corporate limits to the extent such expansion is commercially practicable.

2. That the current Level 3 service areas are set out in the facilities service map attached hereto as Exhibit C.

3. That all other provisions of Ordinance No. 2051, as amended by Ordinance No. 2654, are to remain in full force and effect, and the parties agree to be bound by the provisions of this Ordinance and the unmodified provisions of Ordinance No. 2051.

4. That should any part, term or provision of this Ordinance be held invalid or unenforceable by any court of competent jurisdiction, such part, term or provision shall be deemed a separate, distinct and independent provision, and such holding shall not invalidate or render unenforceable any other provision of this franchise.

5. That this Ordinance shall become effective immediately upon its adoption by the City Council.

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

Jennifer Andress, Mayor

ATTEST:

Bo Seagrist, City Clerk

ACCEPTED by Level 3 Telecom of Alabama, LLC this the _____ day of _____, 2026:

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

This notice posted: _____, 2026

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

And at www.cityofhomewood.com

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

City Clerk, City of Homewood

EXHIBIT A

ORDINANCE NO. 2051

FIBER OPTICS TELECOMMUNICATIONS FRANCHISE

SECTION 1. GRANT OF NON-EXCLUSIVE FRANCHISE. A nonexclusive franchise is hereby granted to American Communication Services of Birmingham, Inc. d/b/a e:spire and its affiliate entities, (hereinafter referred to as "Franchisee"), subject to the City of Homewood's (hereinafter referred to as "City") receipt of monetary and services compensation, to construct, maintain and operate in, over, under, across and through the public rights-of-way of the City of Homewood, Alabama, a broadband fiber optics telecommunication network which shall be authorized to provide audio, video, data, voice and signaling communications services for the purpose of offering communication services within the City of Homewood and any future additions thereto, the duration of such franchise to be a period of five (5) years, to commence on the first day of April, 2000, provided that nothing in this franchise shall be construed as granting to Franchisee an exclusive franchise. The grant of this franchise is for the use by the Franchisee for the expressed purpose of providing services as a "competitive access provider" which directly connects end user customers within the franchise area with other businesses, local area networks, a local exchange carrier and inter-exchange carriers and for such other services, including local exchange and enhanced services, as may be authorized by the Alabama Public Service Commission or federal law, other than cable services as defined below. The Franchisee shall not permit the use of its fiber optic transmission system, its duct or pathways, its pole attachments or any plant equipment on the public rights of way in any manner that would avoid or seek to avoid the need for a franchise from the City of Homewood for the business of another person. Franchisee shall not provide services directly regulated by the Alabama Public Service Commission ("PSC") unless authorized by the PSC. Franchisee shall not operate a cable system as defined in the Cable Communications

Policy Act of 1984 (47 USCA §521 *et seq.*-, as amended) without first having obtained a separate cable franchise with the City.

The parties shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms hereof, and, further provided that statutory authority shall exist for the City of Homewood to renew this franchise. New terms and conditions may be required by the City for renewal if the telecommunication technology and laws change after the date of this franchise ordinance and cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms, provisions, or conditions may also be required by the City upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen circumstances or interpretations of this franchise, and/or which are based on the history of performance of the Franchisee. This franchise does not grant to Franchisee any guaranteed right of renewal, and there shall be no such right, the foregoing notwithstanding; provided, however, that the parties agree to negotiate new terms and conditions in good faith.

When used herein, the term "facilities" shall mean all or any part of a network of fiber optic telecommunication cables and all related property, including but not limited to, conduit, carrier and appurtenances necessary for fiber optics communication and located within the City's rights of way.

It is the desire of the City of Homewood that all areas of the City be served with fiber optics telecommunications capability. Franchisee shall cooperate with the City in planning for the development of universal service within the City's corporate limits, to the extent such expansion is commercially practicable.

SECTION 2. GENERAL TERMS. Franchisee, for the duration of this franchise and for the purposes hereinabove expressed, shall have the privilege to construct, operate and maintain underground conduits, subways and vaults, and place wires and cables therein and to make any and all necessary excavations therefor, in, over, under, across and through all or any of the portions of the streets, alleys, avenues or public ways of the City of Homewood, to utilize defined existing City owned conduit within the public rights of way as may be specifically approved in writing by the City Engineer and to utilize, with permission of the affected utility companies, their facilities within public rights-of-way for the purpose of providing communication services within the City of Homewood, to be exercised in such manner only, however, as to offer the least interference with the public use of said streets, alleys, avenues and public ways; and Franchisee shall be subject to and shall comply with all laws and ordinances of the City of Homewood and shall be further subject to and shall comply with all rules, regulations and other restrictions of the City of Homewood set forth herein. The granting of this franchise shall not prohibit the City from granting other non-exclusive franchises or otherwise allowing or making other uses of the City's rights-of-way. The granting of this franchise shall in no way interfere with or hinder the use by the City of the rights of way for any purpose.

SECTION 3. SCOPE OF FRANCHISE. The franchise hereby granted shall extend to and include only those portions of streets, alleys, avenues and other public ways as are subsequently determined by the City Engineer to conform to the General Terms set forth in Section 2, above, and only as may be necessary to carry out the purpose of this franchise.

SECTION 4. INDEMNIFICATION. Franchisee hereby agrees to indemnify, defend and hold harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively from all losses, claims,

suits, judgments, demands, expenses, subrogation, attorney's fees, costs or actions of any kind and nature resulting from personal injury to any person, including employees of Franchisee or of any contractor or subcontractor employed by Franchisee, (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the acts or omissions of Franchisee, its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this franchise. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. The terms and provisions of this section are intended to be for the benefit of the City and Franchisee and are not intended to be for the benefit of any third party.

SECTION 5. CITY TAKING PART IN LITIGATION. The Franchisee shall immediately notify the City of any litigation that would affect the franchise. The City shall have the right to take part, by intervention or otherwise at its option, in any suit, action, or proceeding instituted by or against Franchisee in which any judgment, decree, or order can be rendered affecting the rights, powers or duties of Franchisee to do or not to do anything which, by its franchise, it is obligated or may be required to do or not to do or affecting, such as by foreclosure, lien or Franchisee's title to any facility. Franchisee shall not object to the City's exercise of such right.

SECTION 6. BOND, CERTIFICATE OF DEPOSIT OR LETTER OF CREDIT. Franchisee shall obtain and maintain during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the City Clerk a corporate surety bond, certificate(s) of deposit assigned to the City or irrevocable, unconditional letter of credit in the amount of Five Hundred Thousand Dollars (\$500,000) both to guarantee the timely construction and full activation of Franchisee's network and to secure the faithful performance of Franchisee of

all its obligations provided under the franchise. Failure to timely obtain, file, assign and/or maintain said bond, certificate(s) of deposit or letter of credit at all times at the required amount shall constitute a substantial violation of this Agreement. If Franchisee elects to deposit and assign for the benefit of the City a certificate(s) of deposit, any interest earned on the principal sum required shall inure to the benefit of the Franchisee and any tax liability on said interest will inure to the Franchisee.

The total amount of the bond, certificate(s) of deposit or letter of credit may be reduced to Two Hundred Fifty Thousand Dollars (\$250,000) thirty days after the successful completion of any construction phase and shall be increased to Five Hundred Thousand Dollars (\$500,000) immediately upon obtaining required permits to begin any subsequent construction phase valued in excess of Fifty Thousand Dollars (\$50,000) and maintained at that level until 30 days after successful completion.

The performance bond shall provide and certificate(s) of deposit and letter of credit shall be subject to the following conditions:

1. There shall be recoverable by the City, jointly and severally from the principal and surety, or from the certificate(s) of deposit or letter of credit, any and all fines and penalties due to the City and any and all damages, losses, costs, and expenses suffered, incurred by or resulting from failure of Franchisee to: faithfully comply with the provisions of the franchise; comply with all applicable orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens or taxes due to the City which arises from or by reason of the construction, operation, maintenance or repair of the communications system.

2. The total amount of the bond, certificate(s) of deposit or letter of credit shall be forfeited in favor of the City in the event:

(a) Franchisee abandons its communication system at any time during the term of the franchise or extension thereof or ceases operation of the communication system for a period in excess of six (6) months; and/or

(b) Franchisee assigns the franchise without the express written consent of the City.

The performance bond, certificate(s) of deposit or letter of credit required herein shall be in a form satisfactory to the City Engineer and the performance bond shall require thirty (30) days written notice of any non-renewal, alteration or cancellation to both the City and Franchisee. Franchisee shall in the event of any such cancellation notice obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within fifteen (15) days following the receipt by the City or Franchisee of any notice of cancellation. Failure to do so shall constitute a substantial violation of this agreement.

The surety bond, certificate(s) of deposit or letter of credit shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of the franchise and thereafter until the Franchisee has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation or maintenance of the system or breach or termination of the franchise. If the bond, certificate(s) of deposit or letter of credit is drawn-down for any reason, the bond, certificate(s) of deposit or letter of credit shall be renewed to the amounts required herein.

The City may draw against the surety bond, certificate of deposit or the letter of credit for any unpaid damages, fees or other amounts owing to it as provided herein which are thirty (30) or more days past due. The City shall notify the Franchisee in writing and allow Franchisee thirty (30) days to cure, unless such time to cure be extended by the City Attorney, before calling the surety bond or drawing upon the certificate of deposit or letter of credit.

SECTION 7. INSURANCE REQUIREMENTS. On or before the effective date of this Agreement, Franchisee shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of Franchisee, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Alabama with a rating of at least B+, protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by Franchisee in the following minimum amounts:

- (1) One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and real property damage in any one occurrence.
- (2) One Million Dollars (\$1,000,000.00) aggregate.

Franchisee shall also file with the City Clerk a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Alabama with a rating of at least B+, for all owned, non-owned, hired and leased vehicles operated by Franchisee, with limits not less than One Million Dollars (\$1,000,000.00) each accident, single limit, bodily injury and property damage combined.

Franchisee shall also maintain, and by its acceptance of any franchise granted hereunder specifically agrees that it will continually maintain throughout the term of the franchise, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars (\$500,000.00) for employers liability.

All liability insurance required pursuant to this section shall name the City of Homewood and its officers, employees, board members and elected officials as additional insureds (as the

interests of each insured may appear) and shall be kept in full force and effect by Franchisee during the existence of the franchise and until after the removal of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by Franchisee incident to the maintenance and operation of the communications system as defined in this Agreement provided however, that the fiber optic cable and associated conduits, manholes, poles, wires, cables and other facilities which are provided to the City as part of this agreement shall not be removed without the written consent of the City. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this agreement. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to amend or cancel by either Franchisee or the insuring company. Franchisee shall immediately provide written notification to the City Attorney of any actual or potential litigation that may develop that would affect this insurance.

Franchisee agrees and binds itself to indemnify, keep and hold free and harmless the City from any and all liability and costs, including attorneys fees and court costs pertaining thereto, arising from any activities herein authorized in that Franchisee shall pay, and by its acceptance of the franchise, Franchisee specifically agrees that it will pay all damages and penalties which the City may be legally required to pay as a result of the franchise. These damages or penalties shall include but not be limited to damages arising out of installation, operation or maintenance of the communication system authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement.

SECTION 8. REPAIR OF DAMAGED PROPERTY. Franchisee shall at its own expense repair, to the satisfaction of the City, all City owned water lines; traffic signal or street lighting cable, storm and sanitary sewer lines, service lines, water meters, streets, sidewalks, curbs, gutters or any other property of the City damaged by any of the operations of the Franchisee, its

contractors, subcontractors, employees, agents or assigns engaged in activities pursuant to this franchise. Franchisee further agrees that should any of its facilities installed pursuant to this franchise be damaged or destroyed or the network be disrupted or damaged by the City, its agents, employees, contractors or subcontractors, the Franchisee shall repair or replace such facilities at its own expense and shall waive any right, claim or action for damages or other available remedies which it may have against the City, its agents, employees, contractors or subcontractors. The foregoing sentence shall not extend to intentional, willful, grossly negligent or malicious damage to Franchisee property by City employees. The City will endeavor to use its best efforts to avoid damage to Franchisee's facilities, provided that Franchisee participates in Alabama Line Locators and has correctly identified the location of its facilities.

During construction or maintenance, if Franchisee, its contractors, subcontractors, employees, agents or assigns causes damage to or break in any lines, cables, ducts, conduit or other facilities located in the City's right-of-way, notice shall be given immediately to the affected party and to the City.

SECTION 9. NON-ASSIGNMENT.

(a) The rights granted by this franchise or any interest therein shall not be assigned, leased or transferred to any other unrelated entity without the express written consent of the City Council. A written copy of any such proposed assignment must be filed with the City. Any required consent is to be evidenced by an ordinance or resolution of the City Council that fully recites the terms and conditions, if any, upon which consent is given. Notwithstanding the foregoing, Franchisee will not lease or provide any conduit space installed pursuant to this franchise to any other unrelated communications company which itself does not have a franchise for the placement of any additional cable or for the lease of fiber without the consent of the City. Failure to

first obtain the formal consent of the City before leasing or providing conduit space or cable shall constitute a substantial violation of this agreement; provided, however, that Franchisee may provide up to 500 feet of dark fiber to a customer without obtaining the City's consent. Notwithstanding the foregoing, Franchisee may provide dark fiber (1) to end user customers and (2) to other communication companies to interconnect locations, the length of such connections not to exceed 500 feet and further conditioned that such dark fiber provided shall be for the exclusive, non-commercial use by a single owner and shall not be for resale. No sale or transfer of the Agreement, as allowed hereunder, shall be effective unless and until the vendee, assignee or lessee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this Agreement and agreeing to perform all the conditions thereof, and the City has approved said transfer, which approval shall not be unreasonably withheld. The City shall take action on such request for approval of transfer within sixty (60) days of filing of all information required by this section. This section shall not apply in connection with execution of secured financing agreements made by the Franchisee. In making a determination of whether to allow an assignment, the City may consider the following factors:

- (1) Experience of the proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);
- (2) Qualifications of the proposed assignee or transferee;
- (3) Legal integrity of the proposed assignee or transferee;
- (4) Financial ability and stability of the proposed assignee or transferee;
- (5) If requested by the City, submittals from the proposed assignee or transferee, regarding changes, if any, it intends to make in the operation and maintenance of the fiber optic network.

- (6) The corporate connection, if any, between the franchisee, and proposed assignee or transferee and/or between the franchisee and any holder of a like franchise within the City;
- (7) Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the fiber optic network;
- (8) Effect of the proposed action on competition.

A copy of the completed sales or transfer agreement, or a functionally equivalent instrument between the Franchisee and proposed Franchisee, shall be provided on a confidential basis to the City for its review, so that the City may discover the assumption of obligations by the Franchisee and proposed Franchisee with respect to the fiber optic network.

After receipt of the petition for proposed transfer or assignment, the City Council may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the City Council may review Franchisee's performance under the terms and conditions of this franchise. The Franchisee shall provide all requested assistance to the City Council in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

Should the Franchisee sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this franchise or attempt to do so in violation of this requirement to obtain prior consent, the City may revoke this franchise for default and the purported sale, transfer, assignment or conveyance shall be null and void.

(b) A complete description of the ownership and control of Franchisee as of the effective date of this franchise is set forth in Exhibit "A" to this franchise. No change in majority control of the Franchisee, the network or the Franchise granted herein shall occur after the effective

date of the Franchise, by act of the Franchisee, by act of any person holding control of the Franchisee, the network or the Franchise granted herein, by operational law, or otherwise, without 30 days prior written notice being provided to the city council. The requirements of this section shall also apply whenever any change in partial ownership is proposed which would result in a change of majority ownership or control of Franchisee, the network, the franchise granted herein or of any person holding control of Franchisee or in the network or in the franchise, and any other event which could result in a change in majority ownership or control of Franchisee, regardless of the manner in which such ownership or control is evidenced (e.g., stock, bonds, debt instruments or other indicia of ownership or control).

SECTION 10. LOCATION AND CONSTRUCTION OF FACILITIES.

(a) Except as provided in Section 11, facilities maintained or installed by Franchisee within the City shall be so located and constructed as not to:

- (1) Interfere with usual travel (automotive and/or pedestrian) within the public right-of-way;
- (2) Interfere with the rights or reasonable convenience of property owners who adjoin such public right-of-way;
- (3) Interfere with access to or use of any water or fire hydrant;
- (4) Obscure the vision of or interfere with the installation of any traffic control device or traffic or information sign or signal;
- (5) Interfere with sight distance established by any ordinance or law;
- (6) Obscure the light from any street light;
- (7) Cross any water or sewer line except at a 90 degree angle, except in accordance with a specific permit for such crossing issued by the City Engineer;

(8) Damage irrigation, landscaping or trees owned or maintained by the City;

(9) Damage any communications lines owned or maintained by the City.

(b) Placement of facilities in the paved sidewalk area is prohibited unless authorized by the City Engineer.

(c) The City Engineer shall have authority to require Franchisee to remove or relocate any facility located in violation of this section at Franchisee's sole expense. Such relocation or removal shall be completed with thirty (30) days of written notice from the City Engineer. The notice shall prescribe the area where the facility is located and any other special conditions deemed necessary by the City Engineer.

(d) Map of Network. Before Franchisee constructs new network facilities or extends existing network facilities, or before it uses network facilities that were in existence in the City prior to the effective date of this franchise, the Franchisee shall provide to the City's GIS representative per instructions from the City Engineer its fiber optics location data in conformance with data definition standards defined jointly by the Franchisee and City GIS Representative. The fiber optics location data layer shall be incorporated into the GIS data dictionary and any appropriate Franchisee documentation. The City shall provide GIS data to serve as the base for the fiber optics location data. The City shall provide to the Franchisee existing data in ARC/INFO, ARC/INFO export, or DXF formats on either 1/4 inch or 8mm magnetic tape as required by the City. Specific data layers that make up the base shall be defined in discussions with the Franchisee. At a minimum, the fiber optics location data layer shall represent the conduit duct banks, as well as overall size, material and configuration of the duct bank or any other underground burial and location of all aerial wiring. The fiber optics location data shall be returned to the City on the same type medium and format as required by the City.

After construction of new network facilities or extensions of existing network facilities, as a separate requirement, the Franchisee shall develop as built drawings and maps in AutoCad .DWG (release 12 or higher) format or DXF format. These as-built drawings shall be provided to the City on a 3 1/2 inch 1.44MG diskette or 8mm tape.

SECTION 11. WORK IN PUBLIC RIGHT-OF-WAY: RESTORATION OF DAMAGED AREAS.

(a) Whenever Franchisee excavates or does other work in the public right-of-way, such excavation or other work shall be done in compliance with the laws and regulations of the City in effect at the time of such excavation or other work.

(b) Prior to the erection or installation by Franchisee of any poles, underground conduits, or fixtures for use in connection with the installation, construction, maintenance or operation of a communications systems, Franchisee shall first submit to the city and other appropriate parties for approval, a concise description of the facilities proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities and shall include a description of the method of installation to be utilized.

(c) Franchisee shall not excavate or do other work in any public right-of-way unless Franchisee has applied for and received a written permit from the City Engineer, or his designee, granting permission for such excavation or other work. The permit shall describe the area where the excavation and/or work is expected to be completed, the method of construction and the contractor performing the work and any other conditions. If directional boring, trenching or other excavation is the method of construction, detailed plans shall be submitted describing how the work will be performed so as not to damage other lines and conduit located in the right-of-way. If the installation utilizes facilities of another entity, Franchisee shall provide written authorization for use of such

facilities prior to a permit being issued. If the excavation or other work requires closure of a street lane or sidewalk, Franchisee shall, five (5) working days prior to said closure, submit a Traffic Control Plan to the City Engineer for approval. In emergencies involving service outages, Franchisee shall proceed with all necessary operations without first obtaining the permit, but shall obtain the required permit at its earliest opportunity.

(d) Franchisee shall not open, disturb or encumber, at any one time, any more public right-of-way than may, in the opinion of the City Engineer, be necessary to enable Franchisee to economically install or repair its facilities; nor shall Franchisee permit any public right-of-way to remain open, disturbed or encumbered for a longer period of time than shall, in the opinion of the City Engineer, be necessary.

(e) Immediately upon completion of repairs or installation of any facility, Franchisee shall refill and compact any trench or excavation to the standards required by the City and the State of Alabama Department of Transportation's "Standard Specifications of Roads and Structures". Promptly, and in not more than five (5) business days after the completion of repair or installation unless otherwise approved by the City Engineer, Franchisee shall restore or replace any pavement, sidewalk, curb, gutter, grass, landscaping material or other materials or structure damaged in the course of its work to City standards at Franchisee's sole expense. In the event excavation or disturbance of special sidewalk pavement areas is necessary, Franchisee shall restore those areas to their preexisting conditions which restoration shall meet City standards. Failures within an area which has been disturbed, excavated or encumbered by Franchisee which are discovered within twelve (12) months of the restoration or replacement specified herein, shall be the responsibility of Franchisee pursuant to this provision.

(f) If Franchisee fails, neglects or refuses to refill any trench or excavation or to restore or replace any pavement, sidewalk, curb, gutter, grass, landscaping material, or other material or structure or to repair failed materials as specified herein, the City may do all or any part of the work that remains undone at the cost or expense of Franchisee and Franchisee shall pay such expenses plus an additional thirty percent (30%) of the total cost as an administrative fee within thirty (30) days of the City's presentation to it of a bill for the costs. Failure of Franchisee to reimburse the City within said time shall result in denial of any permit request made by Franchisee until payment is made. City may, at its option, recover such amount from the performance bond, certificate of deposit, letter of credit or insurance required herein.

(g) In any case where a public right-of-way is being excavated, disturbed or encumbered by Franchisee, Franchisee shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present.

(h) Any construction project authorized by a specific permit shall be completed within thirty (30) days from the date that the City issues any necessary permits, provided that the City Engineer may allow reasonable extension due to weather or Acts of God, or other reasonable circumstances that in the sole discretion of the City Engineer justifies an extension of the project target completion date. If construction is not completed within the thirty days from issuance of necessary permits, Franchisee may file a written request for an extension of the project target completion date with the City Engineer specifying the reasons for such justification.

If construction is not completed by the thirty day project target completion date or extension thereof permitted by the City, the Franchisee shall pay liquidated damages to the City in a" amount

determined by the City Engineer at the time the City issues permits for the construction project. The City and the Franchisee agree that the Franchisee's failure to abide by the schedule for a project subsection will result in damages that will be impracticable or difficult to ascertain. The Franchisee agrees to pay the City these liquidated damages for its failure to complete construction, modification, or relocation of any facilities, conduit or any other matter allowed pursuant to a permit granted by the City, provided the amount shall not exceed Fifty (\$50.00) dollars per day for the first thirty (30) days after the project target completion date; One Hundred (\$100.00) dollars per day for the next thirty (30) days after the project target completion date; and, thereafter, Five Hundred (\$500.00) dollars per day for each day after the project target completion date.

The City may collect liquidated damages owed either through the draw-down of the security required in Section 6, or through other means allowed by law. Unless the delay is excused by resolution adopted by the City Council, the City Engineer may immediately request payment of any liquidated amount due to the City. The City shall notify the Franchisee in writing and allow Franchisee thirty (30) days to cure, before calling the surety bond or drawing upon the certificate of deposit or letter of credit, provided however, that during such time to cure and thereafter, liquidated damages will continue to accrue.

SECTION 12. USE OF STREETS.

(a) All installations shall be underground in those areas of the City where public utilities providing telephone and electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are above ground at the time of installation, Franchisee may install its service above ground, provided that, at such time as those facilities are required to be placed underground by the City or are placed underground, Franchisee shall likewise place its services underground without additional cost to the City or to the individual subscriber so served.

Where not otherwise required to be placed underground by this franchise agreement, Franchisee's system shall be located underground at the request of the adjacent property owner, provided that the excess cost over the aerial location shall be borne by the property owner making the request. All new cable passing under the roadway shall be installed in conduit no less than eighteen (18) inches from the top of the conduit to the surface of the ground.

(b) Interference with persons, improvements, public and private property and utilities.

Franchisee's system and facilities, including poles, lines, equipment and all appurtenances, shall be located, erected and maintained so that such facilities shall:

- (1) Not endanger or interfere with the health, safety or lives of persons;
- (2) Not interfere with any improvements the City, County or State may deem proper to make;
- (3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction or repair;
- (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction or repair; or
- (5) Not obstruct, hinder or interfere with any gas, electric, traffic control, water or telephone facilities or other utilities located within the City.

(c) Work within right-of-way. The closing of any part of a publicly maintained street or right-of-way must be approved by the City Engineer and may be prohibited during peak travel hours, 7-9 A.M. and 4-6 P.M., Monday through Friday. During repairs or improvements, traffic on streets must be maintained. Where full closing of the street is required, the request for approval must be submitted to the City Engineer at least ten (10) days in advance. Where emergency

closings are necessary, the City Engineer is to be notified as soon as possible. All closings are to be protected with signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(d) **Removal of City Property.** No City property is to be removed from the right-of-way, including signage on utility poles, without proper permission from the City Engineer.

SECTION 13. ACQUISITION OF RIGHT-OF-WAY. In acquiring or widening public right-of-way, the City shall determine the minimum right-of-way necessary to accommodate paved streets, pedestrian walkways, landscaping, traffic signals, drainage, water and sewer lines and other governmental facilities.

SECTION 14. RELOCATION OF FACILITIES.

(a) Wherever a public right-of-way or other public property is being constructed, paved (whether or not such paving is part of a more extensive improvement project), resurfaced, relocated or otherwise altered or improved (including, but not limited to, the installation of sidewalk, curb, gutter, drainage facilities, water mains, or sewer mains, traffic signals or trees), Franchisee shall, within ninety (90) days of written notice from the City Engineer and at no cost (direct or indirect) to the City, remove or relocate any of Franchisee's facility located within such public right-of-way or public property or perform such work as it deems necessary for the extension of new facilities.

(b) Failure of Franchisee to remove or relocate the facility to a location approved by the City within ninety (90) days of the City's written notice shall entitle the City to recover the costs of removing such facility plus an administrative charge of 25% of such costs. Costs and administrative charge shall be recovered through any legal proceedings permitted by law.

If Franchisee believes it will be unable to complete the relocation within ninety (90) days from receipt of notice from the City, Franchisee shall explain the reasons for its inability in detail

and City and Franchisee shall attempt to agree on an alternate schedule, subject, however, it is the City's right to finally determine the schedule and liquidated damages, as long as its decision is not unreasonable.

The City may collect any costs and administrative charge incurred by either drawing down on the security required in Section 6 or through other means allowed by law.

SECTION 15. TREES. Trimming of the trees and shrubbery within the public right-of-way to prevent contact with Franchisee's facilities shall be done only in accordance with standards approved by the City Engineer. Removal or severe pruning of any tree or shrub, work on the surface within five (5) feet of any tree or shrub, and underground excavation within the drip line of a tree or shrub, which will require cutting of ten percent (10%) or more of the circumference of the root system, may be undertaken only in accordance with a specified permit obtained from the City Engineer and in compliance with the special conditions of such permit and other standards established by this franchise or other law. Where trees or shrubs in the public right-of-way are damaged as a result of work undertaken by or on behalf of Franchisee, Franchisee shall pay the City, within thirty (30) days of submission of a statement by the City, the cost of any treatment required to preserve the tree or shrub and/or cost for removal and replacement of the tree or shrub with landscaping of equal value and/or the value of the tree or shrub prior to the damage or removal as determined by the City Engineer or his authorized agent.

The City may collect such damages through draw-down of the security required in Section 6, through the insurance required in Section 7 or through other means allowed by law.

SECTION 16. CONSTRUCTION STAFFING. During the franchise term, Franchisee shall have sufficient full-time supervisors on staff solely to supervise construction plans and the construction practices of subcontractors. As a minimum standard, Franchisee shall provide at least

one (1) full-time supervisor who shall have final decision making authority with respect to construction issues for each of the four (4) crews that are engaged in construction within the City. The Franchisee shall provide the means for immediate notification and communication by the City with the supervisor in the field by means of a pager, cellular phone or other similar means of communication during all phases of construction. All construction work or any other work performed by Franchisee, its employees, agents, its duly licensed contractors and sub-contractors shall be in compliance with the plans and specifications approved by the City, and shall be subject to all applicable ordinances, rules and regulations, including licensing and permitting, as well as any licensing and permitting fees charged to all persons and businesses for construction and street opening.

SECTION 17. FRANCHISE NOT A JOINT VENTURE. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in the manner which would indicate any such relationship with the other.

SECTION 18. SERVICE TO THE CITY.

(a) In addition to any franchise fee collected pursuant to Section 20 of this franchise, the Franchisee shall provide the fiber and facilities to the City's governmental and institutional facilities as follows:

(1) The Franchisee shall provide the City without charge solely for the City's noncommercial telecommunications purposes, two (2) dark fiber pair (four (4) fibers) in all of the ducted, conduit and aerial facilities in its backbone network (i.e. network consisting of fully redundant self healing ring topology within the City), with necessary splice cases and industry standard fiber connectors to be specified by the City.

(2) Within six (6) months of completion of any route, initial build or expansion, Franchisee shall provide to the City lateral connections to and will terminate and splice the dark fibers at a patch panel to each City designated facility along the fiber optic transmission line run as required by the City and suitable for the City's stated needs and provide any necessary facilities to accomplish the interconnection of City telecommunications services at Franchisee's sole cost and expense or at Franchisee's cost to be reimbursed by the City as provided herein. Franchisee shall provide such facilities at only two (2) of the following governmental buildings as the City may direct with respect to the initial build as shown on Exhibit attached hereto: City Hall, Library, Homewood Board of Education, all Homewood Schools, Police Department, Jail, Park and Recreation Department, Street and Sanitation Department, all Fire Stations, and all Police Substations.

(3) In addition, in any expansion route Franchisee will provide the City access to all governmental buildings, which are adjacent to Franchisee's network, as the City may direct at Franchisee's cost to be reimbursed by the City as provided herein. For purposes of this franchise, "adjacent to" shall mean located within a one-hundred-foot radius of Franchisee's backbone network. "Governmental buildings" shall mean buildings owned or controlled by the City Board of Education or other governmental entities for which the City submits a written request to Franchisee for connection.

Franchisee will provide the one hundred (100) feet of underground lateral connection or one hundred and fifty (150) feet of aerial lateral connection, fiber optic cable, patch panel and labor to install the cable to the patch panel in up to two (2) governmental buildings at no cost to the City; any footage of lateral connection in excess of one hundred (100) feet underground and one hundred and fifty (150) feet aerial and any governmental

buildings connected by Franchisee in excess of ten (10) will be done at Franchisee's cost to be reimbursed by the City as provided herein. In the event the City is unable to provide access pursuant to subsection (i), Franchisee will construct entries to these buildings at its actual cost plus a 15% administration fee, to be borne by the City, unless the identified building is one which Franchisee also wishes to serve, in which case the cost of building entrances will be borne exclusively by Franchisee. Franchisee shall advise the City, in writing, an estimate of the cost of such construction prior to initiation of construction. Based upon specifications provided by the Franchisee, the City reserves the right to obtain proposals to accomplish building entries from vendors other than Franchisee and other franchisees.

(4) The Franchisee shall coordinate all construction routing with the City Engineer in order to accommodate the connection of additional buildings identified by the City so as to allow the City to maximize the effectiveness of the dark fiber for public use if such routing is reasonably commercially practicable to the Franchisee.

(5) The Franchisee shall provide adequate space on all poles owned by Franchisee on, over or within the City and shall assist the City in location of facilities on poles of third parties.

(6) The Franchisee shall provide for co-location of City interface equipment in Franchisee's space in network hub locations of up to a physical size of 3 feet by 4 feet and a maximum height of 6 feet, including necessary power and climate control for the City interface equipment. Franchisee will at the City's request, interconnect the fiber provided pursuant to subsection (a)(1) to fiber provided to the City by another franchisee; provided, however, that such interconnection must be accomplished only at a City building where

Franchisee and the other franchisee have each terminated the City's fiber at a patch panel as required by their respective franchisees.

(b) Within twelve (12) months immediately following the final issuance of this franchise, Franchisee agrees that it shall have constructed or installed those initial elements of its fiber optic cable infrastructure as are identified in the Exhibits attached hereto and as such cable infrastructure shall be located adjacent to those buildings as are identified hereinabove. Franchisee's failure to install such infrastructure in such time period shall cause this franchise to terminate upon thirty (30) days prior written notice to the Franchisee by the City of Homewood.

(c) For interstate access services and any other service which Franchisee is authorized to provide and does in fact provide to other customers, if provided by Franchisee to the City to serve buildings required and/or requested to be connected to Franchisee's network, Franchisee will provide its authorized services at the lowest rate offered to any similarly situated customer.

(d) The City, in its sole discretion, may require Franchisee to lease to the City fiber optic transmission equipment. Franchisee shall operate and maintain such equipment and provide network monitoring on the City's behalf at the locations as described herein, if required by the City. Any equipment lease and maintenance costs to the City shall be based upon Franchisee's direct cost plus 10%, or upon Franchisee's lowest rate it leases the same equipment to any similarly situated customer whichever is less.

(e) Charges for services provided by Franchisee to the City under this agreement shall be offset against the franchise fee payable by Franchisee to the City pursuant to Section 20 of this franchise agreement, provided however, that should any amounts be due and owing from the City to Franchisee for services hereunder in excess of any franchise fees payable from Franchisee to the

City in any calendar month, these amounts shall accrue and shall be offset against future franchise fees due from Franchisee to the City.

(f) Franchisee acknowledges that the City has the right to connect its own equipment to the dark fibers to be provided hereunder for internal non-commercial municipal purposes, and to make full use at no cost or expense to the City of the fibers to be dedicated to the use of the City hereunder.

(g) Franchisee agrees that any routine maintenance of fiber dedicated to the City shall be borne by Franchisee. The City shall pay only actual incremental labor costs to Franchisee to repair the City's share of dark fibers within any cable that is damaged as the result of any natural disaster. Nothing in this subsection (e) shall supersede the provisions of Section 14 of this franchise relating to the relocation of equipment at Franchisee's expense in the event of a City project.

(h) The City recognizes that Franchisee's agreements, if any, to occupy rights-of-way or for pole attachments may be subject to the control of third parties that may require Franchisee to relocate its cable. In the event of such required relocation by Franchisee, Franchisee shall provide notice thereof to the City as soon as reasonably possible. Franchisee shall provide replacement dark fibers to the City in any Franchisee replacement cable as soon as reasonably possible.

(i) The City will provide access when available to existing conduit, entry facilities, risers, drops or other entry facilities owned or controlled by the City.

SECTION 19. USE OF SYSTEM BY CITY.

(a) The City shall have the right to install, operate, and maintain City facilities on any above-ground facility owned or leased by Franchisee without charge, provided that leased facilities would be subject to approval by the lessor when necessary. Where the installation of such facilities by the City requires the adjustment of Franchisee's facilities on any pole or other above-ground

facility (whether owned by Franchisee, another franchisee, the City, or another person), such adjustment shall be made by Franchisee at no cost to the City.

(b) Whenever it becomes necessary for the Franchisee to temporarily remove any wire, sign or other property of the City from any Franchisee facility for Franchisee's own purposes, the City will not pay the expense of, but shall have the right to supervise, such removal and replacement and Franchisee shall make arrangements for alternative services if the City deems the facility is critical to maintain operation.

(c) Any City facility that is installed in or on any Franchisee facility pursuant to this section will be installed consistent with the applicable provisions of the National Electrical Safety Code.

(d) In the event any party interferes with the integrity of the underground facilities, specifically the conduit, conduit space, or cable provided to the City, the City Engineer shall be notified immediately.

SECTION 20. FRANCHISEE FEE; CONDITIONS.

(a) As consideration for this franchise, which provides for the rental and use by the Franchisee of the rights-of-way and other public places within the boundaries of the City, which are valuable public properties acquired and maintained by the City at great expense to its taxpayers and citizens, and that the grant to Franchisee of the use of said rights-of-way and other public places is a valuable property right without which Franchisee would be required to invest substantial capital in right-of way costs and acquisitions, as compensation for the rights and privileges conferred herein, the Franchisee shall pay to the City an amount equal to five percent (5%) of the gross revenue, as defined herein, collected by the Franchisee.

(b) In consideration of the agreement of the Franchisee to make such franchise payments, the City agrees that no business license shall be imposed upon or required of the Franchisee by the City during the term of this franchise. This provision shall not exempt the property of the Franchisee from lawful ad valorem taxes and local improvement district assessments. This provision shall also not exempt the Franchisee from conditions, exactions, fees and charges, which are generally applicable during Franchisee's real property development or use as required by the City's ordinances.

(c) Commencing the month following the month this franchise becomes effective, the franchise fee shall be paid quarterly on the 20th day of April, July, October and January; such fee shall be for revenues received by the Franchisee for the preceding' quarter. The Franchisee shall furnish to the City with each payment of compensation required by this section a written statement, showing the amount of gross revenue of the Franchisee within the City for the period covered by the payment. Such statement will be accorded confidential treatment to the extent permitted by law. Upon receipt of such payment the City shall issue a receipt to the Franchisee. To facilitate the City's annual budget process, on or before July 1, 2000, and each succeeding July thereafter during the term of this franchise, the Franchisee will provide the City with an estimate of the gross revenue and resultant franchise fee for the following fiscal year. Nothing herein shall preclude the Franchisee and the City from agreeing to a revised payment schedule.

(d) On or before the first 1st day of February of each succeeding year, the Franchisee shall submit to the City's Treasurer, a statement of the franchise fee actually due to the City based upon the actual gross revenue for the previous calendar year, together with a check for any amount due from the Franchisee and a statement for any amount due from the City. Such statement will be accorded confidential treatment to the extent permitted by law.

(e) In the event that the franchise fee set forth in this Franchise is declared illegal, unconstitutional or void for any reason by any court or proper authority, the Franchisee shall be contractually bound to pay the City, an annual fee based upon a flat fee of Three (\$3.00) Dollars per linear foot in accordance with the terms of this agreement.

(f) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

(g) As used in this section, gross revenue shall mean all revenues (exclusive of sales tax and pass through revenues which are in turn paid to a local exchange carrier for interconnection for long distance services) ~~collected~~ by Franchisee from operation of Franchisee's network installed pursuant to this franchise, and any related services provided by the Franchisee within the corporate limits of the City, including, but not limited to:

1. All telecommunications service revenues charged on a flat rate basis,
2. All telecommunications services charged on a time, usage sensitive or mileage basis,
3. All revenues from installation service charges,
4. All revenues from connection or disconnection fees,
5. All revenues from penalties or charges to customers for checks returned from banks, net of bank costs paid, and penalties, interest or charges for late payment,
6. All revenues from equipment sold or rented to customer upon customer premises,
7. All revenues from local service,
8. All revenues from authorized rental of conduit space,

9. All revenues from authorized rentals of any portion of Franchisee's network, including plant, facilities, or capacity leased to others,
10. All other revenues collected by Franchisee from business pursued within the City,
11. Recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts. Unrecovered bad debts charged off after diligent, unsuccessful efforts to collect are excludable from gross revenue, and
12. The value of any free services provided by Franchisee except (1) those free services required under this agreement; (2) services provided as a credit against non-recurring charges imposed on Franchisee's customers by a local exchange carrier for converting circuits to Franchisee.

Payment of money under this section shall in no way limit or inhibit any of the privileges or rights of the City of Homewood, whether under this franchise or otherwise. Except as provided elsewhere in this franchise, all payments made by franchisee to the City pursuant to this franchise shall be made to the City Treasurer. Franchisee shall file annually with the City Clerk no later than four (4) months after the end of Franchisee's fiscal year, an audited statement of revenues (for the year) attributable to the operations of the Franchisee's network within the City of Homewood pursuant to this franchise as provided in Section 21.

Any transactions which have the effect of circumventing payment of required franchise fees and/or evasion of payment of franchise fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade the actual collection of revenues for business pursued by Franchisee are prohibited and may constitute a default of this agreement.

If as a result of such audit or any other review, the City determines that the Franchisee has underpaid its fees by ten (10%) percent or more for any twelve (12) month period, then in addition

to making full payment of the relevant obligation, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants.

The City may collect the costs associated with such audit or review either through the draw-down of the security required in Section 6, or through other means as allowed by law.

If as a result of such audit or other review, the City determines that the Franchisee has underpaid its fees for any twelve (12) month period, the Franchisee shall pay interest on such underpayment at the rate of ten (10) percent interest or prime plus two (2) percent, whichever is greater. The underpayment and interest thereon may be collected by the City through the draw-down of the security required in Section 6, or through other means as allowed by law.

SECTION 21. ACCOUNTS AND OTHER RECORDS AND REPORTS AND INVESTIGATIONS.

(a) Franchisee shall keep the City fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Franchisee's network, Franchisee's accounting methods and procedures in connection therewith, and the recording and reporting by Franchisee of all revenues and uncollectibles.

(b) Franchisee shall keep complete and accurate books of account and records of its business and operations pursuant to this franchise agreement in accordance with generally accepted accounting principles, subject to approval by the City.

(c) Franchisee shall file annually with the City Clerk for her review no later than one hundred twenty (120) days after the end of the Franchisee's fiscal year, audited financial statements covering the operations of the franchise within the corporate limits of the City of Homewood. These statements shall include a fiscal year-end balance sheet, an income statement covering the results of operations for the fiscal year; a statement of retained earnings for the year, and a statement

of cash flows. These statements shall have been audited by an independent certified public accountant, whose report shall accompany such statements, and there shall be submitted along with them such other reasonable information as the City shall reasonably request with respect to the Franchisee's properties and expenses related to its network operations within the City. Such financial statements shall be accorded confidential treatment, As sales tax matters.

(d) Franchisee shall report to the City such other information relating to Franchisee as the City may consider useful and shall comply with the City's determination of forms for reports, the time for reports, the frequency with which any reports are to be made, and if reports are to be made under oath.

(e) Franchisee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of Franchisee pertaining to this franchise. Franchisee shall fully cooperate in making available its records and otherwise assisting in these activities.

(f) The City may, at any time, make inquiries pertaining to Franchisee's operation of its network within the City of Homewood. Franchisee shall respond to such inquiries on a timely basis.

SECTION 22. NATURE OF FRANCHISE FEE PAYMENTS.

(a) The City and the Franchisee agree that the compensation and other payments to be made pursuant to this franchise are not a tax and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchise shall be required to pay to the City or to any other governmental authority, and the Franchisee shall not have or make any claim for any deduction or other credit of all or any part of the amount of the compensation or other payments made pursuant to this franchise or from or against any taxes of

general applicability or fees or damages which the Franchisee is required to pay, unless otherwise provided by this Agreement.

(b) The payment of a franchise fee by the Franchisee in no way limits the right of the City to charge fees for any permits the Franchisee is required to obtain for any construction project.

SECTION 23. FORFEITURE AND TERMINATION.

(a) In addition to all other rights and powers of the City, the City reserves the right to forfeit and terminate this franchise and all rights and privileges of the Franchisee in the event of a material or substantial breach of its terms and conditions including, but not limited to, the following:

- (1) The appointment of a receiver or trustee in bankruptcy to take over and conduct the business of the Franchisee;
- (2) A failure to construct and begin operation of the communications system within twelve (12) months of the effective date of this franchise;
- (3) A failure to provide insurance, bonds, certificates of deposit or letters of credit as required herein;
- (4) A failure to pay the required franchise fee or provide to the City as required herein;
- (5) Permitting the use of its communication system or facilities in any manner that would avoid or seek to avoid the need for a franchise with the City for the business of another person; or
- (6) A failure to operate the communications system for a period of six (6) months and to provide the service to the City as is set out herein.

(b) The Franchisee shall not be excused by mere economic hardship or by nonfeasance or malfeasance of its directors, officers, agents, subcontractors or employees.

(c) The City shall notify the Franchisee in writing of any breach specifying the nature of the breach. The Franchisee shall have thirty (30) days after the date of such notice to come back into full compliance. Should the Franchisee fail or refuse to comply with the notice given by the City, the City may consider the franchise in default and pursue remedies as it determines. If the remedy elected by the City is to forfeit and terminate this franchise, the Franchisee may request an appeal of such decision to the Council of the City of Homewood which appeal must be filed in writing with the City Clerk no later than ten (10) days after the date of written notice of forfeiture and termination to the Franchisee. The Council shall set a public hearing on such appeal within thirty days after notice of appeal is received.

SECTION 24. REMEDIES AND PENALTIES NOT EXCLUSIVE. All remedies and penalties under this franchise are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penalty provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this franchise. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this franchise shall not be a waiver of any other or subsequent or future breach of the same or any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

SECTION 25. CONTINUING OBLIGATION. In the event the Franchisee continues to operate all or any part of the network after the terms of this franchise agreement expire or are terminated, and before any renewal of the franchise by the City, then the Franchisee shall continue

to comply with all applicable provisions of this franchise, including, without limitation, all compensation and other payment provisions of this franchise, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this franchise.

SECTION 26. LIMITATION ON PRIVILEGES. All rights, authority and grants herein contained or conferred are also conditioned upon the understanding and agreement that these privileges in the rights-of-way and other public ways of the City are not to operate in any way so as to be an enhancement of the franchise's properties or values or to be an asset or item of ownership in any appraisal thereof.

SECTION 27. AGREEMENT TO REOPEN NEGOTIATIONS. The City and the Franchisee agree that the services provided pursuant to this franchise are in an area of law undergoing significant review by state and federal authorities and that there is a real possibility that some of the terms of this franchise may be preempted by state or federal law during the term of this franchise. In the event a renegotiation must occur in order to comply with newly enacted federal or state law, such negotiation shall occur within a reasonable time after any request for renegotiations is issued by either the City or the Franchisee, or at such time as it become apparent that a portion of this franchise has been preempted by state or federal law. By execution of this franchise, the Franchisee agrees that upon the conclusion of any such renegotiations, the Franchisee will enter into any reasonably necessary amendments to this franchise, and the Franchisee and City expressly agree to waive any rights they may have to refuse to renegotiate the franchise.

SECTION 28. CAPTIONS. The captions given to various provisions of this franchise are for purposes of convenience only and are to have no impact upon the interpretation of any such provisions.

SECTION 29. ENTIRE AGREEMENT. This franchise, with its exhibits, comprises the entire agreement between the City and the Franchisee for purposes of this franchise.

SECTION 30. BURDEN OF PROOF. In any disagreement upon the terms and conditions of this franchise, the Franchisee shall bear the burden of demonstrating its compliance with each term and condition of this franchise for all purposes.

SECTION 31. NO COERCION. The Franchisee enters into this franchise willingly and without coercion, undue influence or duress. The Franchisee has reviewed each and every obligation, term and condition of this franchise and hereby certifies that none of the obligations, terms or conditions imposed upon it by this franchise are commercially impracticable.

SECTION 32. SYSTEM IS ECONOMICALLY AND TECHNICALLY FEASIBLE AND VIABLE. The franchisee, after thoroughly considering all foreseeable economic and business risks, currently believes that the provision of all such services, facilities and equipment as required for this franchise is economically and technically feasible during the term of this franchise.

SECTION 33. FRANCHISEE SHALL NOT DISCRIMINATE IN EMPLOYMENT. The Franchisee shall comply in all respects with all applicable local, state and federal employment laws during the term of this franchise.

SECTION 34. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. Franchisee shall, at all times during the term of its franchise, be subject to the current ordinances, resolutions, rules, regulations, and laws of the City of Homewood and of the State of Alabama, and to the provisions of any further ordinance, resolution, rule, regulation, or law of the City or of the State of Alabama, so far as they may be applicable.

SECTION 35. ALABAMA LAW GOVERNS. In any controversy or dispute under this franchise, the laws and jurisdiction of the State of Alabama shall apply to the extent such law has not been superseded or preempted.

SECTION 36. NOTICE. Any notice required or permitted under this franchise shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City: City of Homewood
 City Clerk
 P. O. Box 59666
 Homewood, AL 35259-9666.

To the Franchisee: James C. Falvey, Esq.
 Vice President-Regulatory Affairs
 133 National Business Parkway
 Suite 200
 Annapolis Junction, MD 20701

or such other address as may be designated in the future by either party.

SECTION 37. EFFECTIVE DATE AND PUBLICATION. After the execution hereof, this franchise shall be published once a week for three (3) consecutive weeks in a daily newspaper published in the City of Homewood at Franchisee's expense, and shall not take effect until such publication or thirty (30) days after the ordinance authorizing this franchise, whichever is later.

SECTION 38. MODIFICATION. This franchise, including all documents specifically incorporated herein, cannot be changed orally but only by an agreement in writing properly executed by the parties.

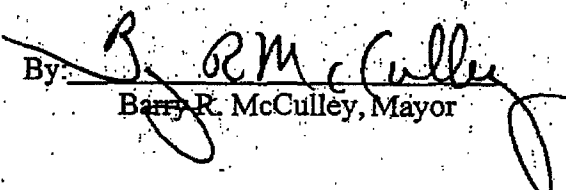
SECTION 39. SEVERABILITY. Should any part, term or provision of this franchise be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision

shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.

IN WITNESS WHEREOF, the parties have executed this franchise as of the 20th day of

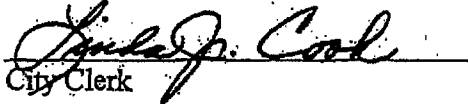
March, 2000.

CITY OF HOMEWOOD, ALABAMA,
A municipal corporation

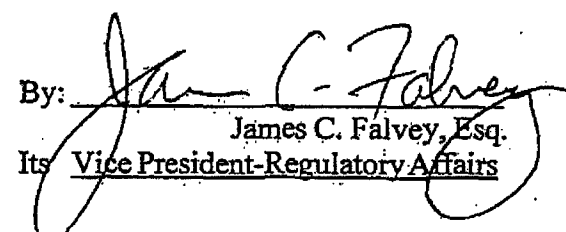
By: 

Barry R. McCulley, Mayor

ATTEST:


City Clerk

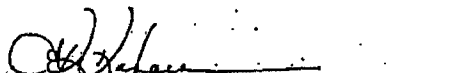
ACCEPTED BY:
AMERICAN COMMUNICATION
SERVICES OF BIRMINGHAM, INC.
d/b/a e.s.pire and its affiliate entities

By: 

James C. Falvey, Esq.

Its Vice President-Regulatory Affairs

ATTEST:


Secretary

Published in B'ham News on March 30, April 7, & April 13, 2000.

EXHIBIT B

ORDINANCE NO. 2654

**ORDINANCE TO AMEND ORDINANCE 2051 AND RENEW A FIBER OPTICS
TELECOMMUNICATIONS FRANCHISE**

WHEREAS, the City had previously adopted Ordinance No. 2051 entitled Fiber Optics Telecommunications Franchise on or about the 20th day of March 2000 granting a franchise to the American Communications Services of Birmingham, Inc. d/b/a e.spire, a copy of which is attached as Exhibit A and incorporated as if fully set out herein (the Franchise); and

WHEREAS, Level 3 Telecom of Alabama, LLC, a limited liability company, ("Level 3") has previously acquired the Franchise; and

WHEREAS, Level 3 has requested the City to renew and extend the current Franchise previously issued by Ordinance 2051 for a period of ten years.

NOW THEREFORE BE IT ORDAINED by the City Council at a regular meeting duly assembled and a quorum being present as follows:

1. The City Council does by this Ordinance amend Section 1 of Ordinance No. 2051 previously adopted by the City Council on the 20th day of March, 2000 ("the Ordinance") as follows:

SECTION 1. GRANT OF NON-EXCLUSIVE FRANCHISE. A non-exclusive franchise is hereby granted to Level 3 Telecom of Alabama, LLC., its affiliate and entities, (hereinafter referred to as "Franchisee"), subject to the City of Homewood's (hereinafter referred to as City) receipt of monetary and services compensation, to construct, maintain and operate in, over, under, across and through the public rights-of-way of the City of Homewood, Alabama, a broadband fiber optics telecommunication network which shall be authorized to provide audio, video, data, voice and signaling communications services for the purpose of offering communication services within the City of Homewood and any future additions thereto, the duration of such franchise to be a period of

ten (10) years, to commence on the first day of October 1, 2016, and expire on September 30, 2026, provided that nothing in this franchise shall be construed as granting to Franchisee an exclusive franchise. The grant of this franchise is for the use by the Franchisee for the expressed purpose of providing services as a "competitive access provider" which directly connects end user customers within the franchise area with other businesses, local area networks, a local exchange carrier and inter-exchange carriers and for such other services, including local exchange and enhanced services, as may be authorized by the Alabama Public Service Commission or federal law, other than cable services as defined below. The Franchisee shall not permit the use of its fiber optic transmission system, its duct or pathways, its pole attachments or any plant equipment on the public rights of way in any manner that would avoid or seek to avoid the need for a franchise from the City of Homewood for the business of another person. Franchisee shall not provide services directly regulated by the Alabama Public Service Commission (PSC) unless authorized by the PSC. Franchisee shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521 et seq., as amended) without first having obtained a separate cable franchise with the City.

The parties shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms hereof, and, further provided that statutory authority shall exist for the City of Homewood to renew this franchise. New terms and conditions may be required by the City for renewal if the telecommunications technology and laws change after the date of this franchise ordinance and cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms, provisions, or conditions may also be required by the City upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen

circumstances or interpretations of this franchise, and/or which are based on the history of performance of the Franchisee. This franchise does not grant to Franchisee any guaranteed right of renewal, and there shall be no such right, the foregoing notwithstanding; provided, however, that the parties agree to negotiate new terms and conditions in good faith.

When used herein, the term "facilities" shall mean all or any part of a network of fiberoptic telecommunication cables and all related property, including but not limited to, conduit, carrier and appurtenances necessary for fiber optics communication and located within the City's rights of way.

It is the desire of the City of Homewood that all areas of the City be served with fiber optics telecommunications capability. Franchisee shall cooperate with the City in planning for the development of universal service within the City's corporate limits, to the extent such expansion is commercially practicable.

2. The current Level 3 Service Areas are set out in the facilities service map attached as Exhibit B.

3. That all other provisions of the Ordinance are to remain in full force and effect and the parties agree to be bound by the provisions of this Ordinance, and the unmodified provision of the Ordinance 2051, a copy of which is attached as Exhibit A.

4. Should any part, term or provision of this Ordinance be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.

5. This Ordinance shall be effective as of the adoption and publication of the Ordinance.

IN WITNESS WHEREOF, the parties have executed this franchise as of the _____ day of _____, 2017.

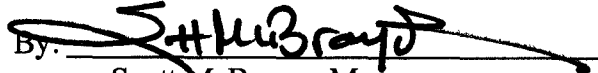
ADOPTED this the 24 day of April, 2017.



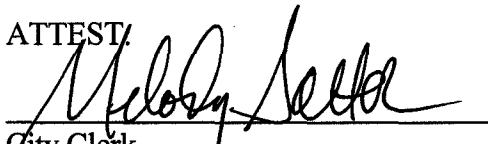
President of Council

Approved:

CITY OF HOMEWOOD, ALABAMA,
A municipal corporation

By: 
Scott McBrayer, Mayor

ATTEST:


City Clerk

ACCEPTED BY:

LEVEL 3 TELECOM OF ALABAMA, LLC

By: 
Its: Steven C. Gordon
Senior Director

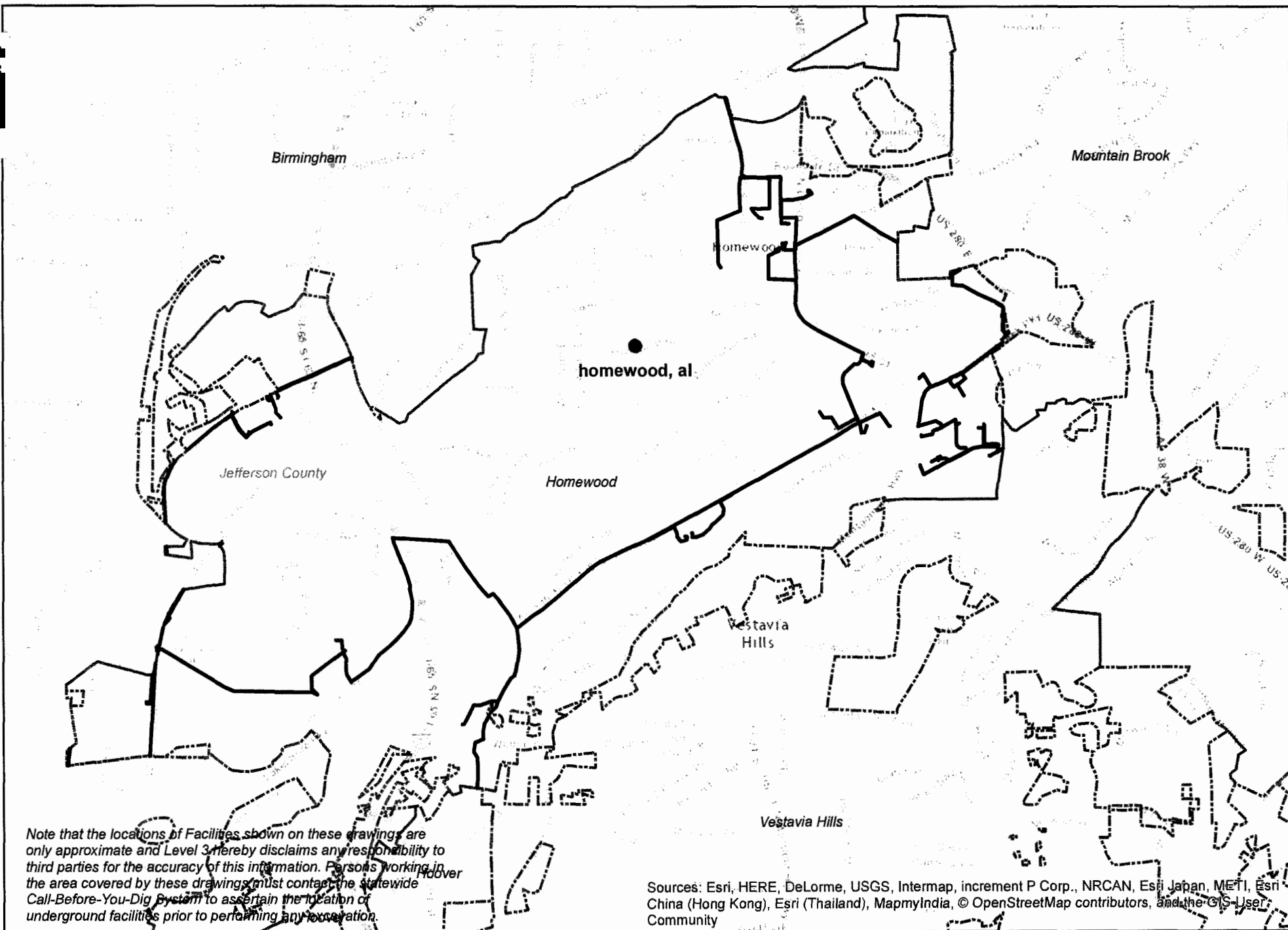
ATTEST:


~~Secretary~~ Contract Manager

Published at _____,

_____ on the _____ day of February, 2017.

EXHIBIT C



Homewood, AL

AGENDA

ITEM

23.07.26

ORDINANCE NO. _____

AN ORDINANCE TO ADD ARTICLE XI ENTITLED “REGULATION OF ELECTRIC VEHICLE CHARGING STATIONS” TO CHAPTER 5 ENTITLED “BUILDING AND CONSTRUCTION” OF THE CODE OF ORDINANCES OF THE CITY OF HOMEWOOD, ALABAMA.

WHEREAS, the City Council is authorized pursuant to Ala. Code §§ 11-45-1, *et seq.* to enact ordinances protecting the public health, safety, and welfare;

WHEREAS, the City Council has previously adopted the Code of Ordinances of the City of Homewood, Alabama, including Chapter 5 entitled “Building and Construction”;

WHEREAS, the City Council finds that lithium-ion battery thermal events differ materially from conventional vehicle fires because they may involve thermal runaway, rapid heat release, prolonged burning, re-ignition, significant smoke production, the potential release of flammable and toxic gases, and suppression techniques that may require substantially greater time, water, and firefighter resources than many conventional vehicle fires;

WHEREAS, the City Council further finds that the installation and operation of electric vehicle charging stations within parking structures may increase the frequency, duration, or intensity of battery charging activities in those locations and therefore warrants additional regulation where charging infrastructure is proposed in parking structures associated with occupied buildings;

WHEREAS, the City Council further finds that parking structures located below occupied buildings or structurally integrated with occupied buildings present heightened life-safety concerns because smoke, heat, combustion byproducts, firefighting operations, and damage to structural or life-safety systems may directly affect occupants of the associated building and may impede evacuation, emergency access, and firefighting operations;

WHEREAS, the City Council further finds that below-grade parking structures present unique fire protection and life-safety challenges because they typically have limited natural ventilation, restricted points of ingress and egress, constrained firefighter access, reduced opportunities for smoke and heat dissipation, and increased reliance upon mechanical ventilation and active fire protection systems, all of which may complicate emergency response to a lithium-ion battery thermal event;

WHEREAS, the City Council further finds that even where a parking structure is open to the atmosphere, electric vehicle charging stations located immediately adjacent to occupied buildings may expose those buildings and their occupants to heat, smoke, radiant energy, emergency operations, and other consequences of a lithium-ion battery thermal

event that are materially different from charging stations located farther from occupied structures;

WHEREAS, the City Council further finds that the potential life and safety risks of a fire diminish as the distance between the charging location and the occupied structure increases and that establishing a minimum separation distance for charging stations in open-air parking structures adjacent to occupied spaces is a reasonable means of reducing those risks while allowing continued deployment of electric vehicle charging infrastructure elsewhere within such parking structures;

WHEREAS, the City Council further finds that parking structures vary substantially in age, construction type, ventilation characteristics, fire resistance, fire suppression systems, occupancy relationships, and emergency access, and that regulations based upon those objective physical characteristics are reasonably related to protecting public health, safety, and welfare while permitting the continued deployment of electric vehicle charging infrastructure in locations presenting lesser life-safety concerns;

WHEREAS, the City Council further finds that the installation of fixed electric vehicle charging infrastructure is a building improvement that concentrates battery charging activities at predictable locations for extended periods of time and therefore presents fire protection and life-safety considerations different from the transient parking of motor vehicles;

WHEREAS, the City Council further finds that protecting adjacent buildings, occupants, emergency responders, and property from the consequences of lithium-ion battery thermal events constitutes a legitimate exercise of the City's police powers in furtherance of the public health, safety, and welfare;

WHEREAS, the City Council further finds that this Ordinance establishes minimum local life-safety requirements in addition to otherwise applicable building, electrical, and fire code requirements and is intended to supplement, rather than conflict with, those requirements; and

WHEREAS, any distinction in this Ordinance based upon the number of dwelling units within a building is intended solely to distinguish the physical scale, occupancy characteristics, parking configuration, and life-safety considerations associated with charging installations and is not intended to establish, amend, or enforce any zoning classification or land-use restriction;

WHEREAS, the City Council finds that the principal concern addressed by this Ordinance is not the operation or parking of electric vehicles themselves, but rather the installation of fixed charging infrastructure in parking structures where a thermal event could reasonably be expected to expose first responders to heightened life and fire safety risks, or to expose occupants of adjacent occupied buildings to heightened life and fire safety risks, and that this Ordinance is intended to regulate the location of charging

infrastructure based upon building characteristics rather than to prohibit the ownership, operation, or parking of electric vehicles.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Homewood, Alabama, at a regular meeting duly assembled, a quorum being present, as follows:

Section 1. Article XI entitled “Regulation of Electric Vehicle Charging Stations” is added to Chapter 5 of the Code of Ordinances to read as follows:

ARTICLE XI. REGULATION OF ELECTRIC VEHICLE CHARGING STATIONS

Sec. 19-124. Purpose and Intent.

The purpose of this Article is to protect the public health, safety, and welfare through the regulation of electric vehicle charging stations located in parking structures presenting elevated fire protection and life-safety concerns. This Article is intended to regulate charging infrastructure and does not prohibit the lawful parking of electric vehicles. This Article does not establish or modify any zoning classification, permitted use, density limitation, or other land-use regulation. Any distinction based upon the number of dwelling units within a structure is adopted solely as a building-scale and life-safety classification for purposes of regulating Electric Vehicle Charging Stations and shall not affect the zoning status or lawful use of any property. This Article applies only to Electric Vehicle Charging Stations located within Parking Structures as defined in this Article. Charging stations serving exclusively residential buildings containing, collectively, not more than four dwelling units are exempt from this Article. This exemption does not excuse compliance with otherwise applicable building, electrical, and fire codes.

Sec. 19-125. Definitions.

For purposes of this Article, the following words and phrases shall have the meanings ascribed to them unless the context clearly indicates otherwise:

“Below-Grade Parking Structure” means any Parking Structure or portion of a Parking Structure located wholly or partially below the adjacent finished grade and intended for the parking or storage of motor vehicles. If a Parking Structure contains one or more levels wholly or partially below the adjacent finished grade but also contains parking levels not wholly or partially below the adjacent finished grade, restrictions herein regarding Below-Grade Parking Structures shall apply only to those levels that are wholly or partially below the adjacent finished grade. All other parking levels must comply with the other provisions of this Article.

“Building Official” means the individual designated by the City to administer and enforce the City’s adopted building, residential, electrical, mechanical, plumbing, and related construction codes, or the Building Official’s authorized designee.

“Charging Port” means an outlet or connector capable of charging one vehicle independently.

“Electric Vehicle Charging Station” means equipment installed for the purpose of transferring electrical energy from an electrical source to the battery or energy storage system of a plug-in electric vehicle, including all associated wiring, raceways, conduit, disconnecting means, overcurrent protection devices, pedestals, mounting equipment, communication equipment, and related appurtenances necessary for its operation.

“Equivalent Protection” means an alternative method, material, design, technology, or system approved under the applicable alternative-method provisions of the City’s adopted construction codes and supported by written findings identifying the requirement being satisfied and the basis for determining equivalent protection.

“Existing Installation” means an Electric Vehicle Charging Station lawfully installed and operational before the effective date of this Article pursuant to all permits and approvals required at the time of installation.

“Fire Code Official” means the individual designated by the City to administer and enforce the adopted fire code, or the official’s authorized designee.

“In-Kind Replacement” means replacement of an Existing Installation with charging equipment that remains in the same mounting location or within the boundaries of the existing equipment pad, as applicable; does not increase the physical footprint of the Existing Installation; and does not constitute a Substantial Modification.

“New Installation” means any Electric Vehicle Charging Station installed on or after the effective date of this Article. The term New Installation does not include an In-Kind Replacement approved under Section 19-129.

“Occupied Structure” means any building, structure, or portion thereof designed, intended, or used for human occupancy or habitation, including any structure containing residential, commercial, office, institutional, governmental, educational, or assembly uses.

“Open-Air Parking Structure” means a Parking Structure, or a parking level or portion thereof, whose exterior openings satisfy the natural-ventilation opening requirements of Section 406.5.2 of the 2021 International Building Code. The term excludes any Below-Grade Parking Structure.

“Parking Structure” means any building, structure, or portion thereof, whether publicly or privately owned, used primarily for the parking or storage of motor vehicles, whether above grade, below grade, or a combination thereof. The term includes parking structures serving commercial, office, medical, institutional, governmental, educational, retail, assembly, mixed-use, and residential buildings. The term excludes any garage, carport, or other parking area serving exclusively one or more residential buildings containing, collectively, not more than four dwelling units. For purposes of this definition, all dwelling units in residential buildings served by the same parking structure shall be counted together.

“Substantial Modification” means any alteration of an Existing Installation that results in one or more of the following:

- (1) An increase in the rated amperage of a circuit or feeder dedicated to the charging equipment, or an increase in the amperage allocated to charging equipment on a shared circuit or feeder;
- (2) An increase in the maximum rated charging output, measured in kilowatts, of any Charging Port;
- (3) An increase in the number of Charging Ports; or
- (4) An enlargement, measured in square feet, of any equipment pad or an increase in the number of parking spaces occupied by charging equipment.

Routine maintenance, repairs, and replacement of equipment do not constitute a Substantial Modification unless they result in a change specified above.

Words or phrases not defined in this Article shall have the meanings assigned to them in the International Fire Code, International Building Code, National Electrical Code (NFPA 70), and other codes adopted by the City or, to the extent not defined in any such sources, shall have their ordinary meanings as defined in commonly used dictionaries. If a conflict exists, the definition contained in this Article shall control.

Sec. 19-126. Electric Vehicle Charging Stations in Certain Parking Structures Prohibited.

The Building Official shall not issue a permit for a New Installation, relocation, or Substantial Modification of Electric Vehicle Charging Stations:

- (1) in Below-Grade Parking Structures;
- (2) in enclosed Parking Structures located beneath or structurally integrated with an Occupied Structure; and
- (3) in Open-Air Parking Structures where the shortest horizontal distance between the exterior housing of any charging unit and the nearest exterior wall enclosing space designed or intended for human occupancy, other than parking, is less than

thirty (30) feet. Wiring, raceways, conduit, and remote electrical distribution or disconnect equipment shall not establish the charging-unit measurement point.

Sec. 19-127. Permit Required.

No New Installation, relocation, In-Kind Replacement, or Substantial Modification of an Electric Vehicle Charging Station covered by this Article shall be undertaken until a permit has been issued by the Building Official following review and written recommendation of the Fire Code Official.

Sec. 19-128. Approval Standards.

For applications otherwise eligible for consideration under this Article, including for New Installations, Substantial Modifications, and In-Kind Replacements, the Building Official shall not approve an application unless the Building Official makes written findings that the proposed installation complies with this Article and all applicable building, electrical, and construction codes, including any alternative method approved in accordance with those codes. Additionally, the Fire Code Official shall determine in writing whether the proposed work complies with the applicable fire-code requirements governing fire suppression, detection, ventilation or smoke management, emergency electrical disconnects, and firefighter access. The Building Official shall not approve an application under this Article until receiving the Fire Code Official's written findings that the proposed work complies with the same or, alternatively, that the proposed work provides Equivalent Protection as determined by the Fire Code Official, but in no event shall Equivalent Protection overcome the restrictions of Section 19-126 of this Article. Any required corrective measure or condition of approval shall identify the specific provision of this Article or an adopted code authorizing the requirement and the physical condition making that requirement applicable. Notwithstanding the provisions of this Section 19-128, for an In-Kind Replacement application analyzed under Section 19-129, review shall address compliance of the replacement work with applicable construction codes and shall not require elimination of a location expressly permitted to continue under Section 19-129.

If the Building Official determines that an application does not satisfy the requirements of this Article, the Building Official shall issue a written decision. The written decision shall identify the specific provisions of this Article or other applicable codes that have not been satisfied and the factual findings supporting the determination. Nothing in this section requires the Building Official to prepare or design revisions to an application, and no written decision shall be construed as a guarantee that any modified application will be approved.

A written decision issued under this section shall constitute the final administrative decision for purposes of any appeal authorized by this Article.

Sec. 19-129. Existing Installations.

Electric Vehicle Charging Stations lawfully existing in the City on the effective date of this Article may continue in lawful operation. Ordinary maintenance and repair that does not constitute a Substantial Modification may be performed without compliance with this Article. Any expansion, relocation, or Substantial Modification of an Existing Installation shall comply with this Article. Upon application for an In-Kind Replacement of an Existing Installation, the Building Official shall approve its replacement with an In-Kind Replacement. An In-Kind Replacement shall remain subject to any otherwise applicable permitting requirements of this Article and the City's adopted construction codes. An approved In-Kind Replacement retains the Existing Installation's status under this section and is not prohibited by Section 19-126. The replacement work shall comply with otherwise applicable construction codes.

Sec. 19-130. Enforcement.

Following written notice and reasonable opportunity to cure, violations of this Article shall constitute municipal offenses subject to penalties authorized by the City of Homewood Code of Ordinances § 1-8. The City may also pursue injunctive relief and other lawful remedies.

Sec. 19-131. Appeals.

Notwithstanding any contrary provision of the City's Fire Code, any person aggrieved by a final decision of the Building Official or Fire Code Official under this Article may appeal such decision to the Construction Board of Adjustments and Appeals established pursuant to the City's adoption of the International Property Maintenance Code. The Board is expressly authorized to hear and decide appeals under this Article, notwithstanding any limitation of its jurisdiction to matters arising under the International Property Maintenance Code. The Board shall not have the authority to waive the express prohibitions or minimum separation requirements herein or otherwise to approve variances from the requirements of this Article.

Any final decision of the Building Official or Fire Code Official under this Article shall be in writing, state the grounds for the decision, and be delivered to the applicant. The appeal period herein shall begin upon delivery of the decision to the applicant. An appeal of any decision under this Article must be commenced by filing written notice with the City Clerk within fifteen (15) days after delivery of the final decision being appealed. The notice shall identify the decision being appealed and shall state the grounds upon which the appellant contends that the Building Official or Fire Code Official incorrectly interpreted or applied this Article or another applicable building, electrical, fire, or construction code. Failure to timely file the required notice shall constitute a waiver of the administrative appeal provided by this section.

The Board's review shall be limited to the interpretation and application of this Article and applicable building, electrical, fire, and construction codes. The Board may affirm, reverse, or modify the decision appealed from to the extent authorized

by this Article and the ordinances establishing and governing the Board. The Board shall have no authority under this Article to grant a variance from, modify, or determine the application of the City's zoning ordinance.

Section 2. All other provisions of the Code of Ordinances shall remain in full force and effect.

Section 3. If any part, provision, or section of this Ordinance is declared invalid by a court of competent jurisdiction, such declaration shall not affect the remaining provisions.

Section 4. This Ordinance shall become effective upon its adoption and publication as required by law.

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

Mayor

ATTEST:

City Clerk