

CITY OF TRUSSVILLE
CITY COUNCIL AGENDA WORKSHOP PRIOR TO REGULAR SESSION
MARCH 19, 2026

Discussion – Re-appointment of Sherrye Tolbert to the City School Board for a Second Term

- I. Call to Order
- II. Prayer – Councilor _____
- III. Pledge – Councilor _____
- IV. Roll Call
- V. Minutes – March 10 agenda workshop & regular session
- VI. Approve Consent Agenda & Regular Agenda
 - Consent Agenda*
 - *Accept Dianne Dempsey’s request to end her service on the Historical Committee on April 5*
- VII. Public Comment (up to 3 minutes each)
- VIII. Regular Agenda
 - Proclamation Honoring Former Councilor Jane Bailey
 - Proclamation Honoring Former Councilor Sally Payne
 - Proclamation Honoring Former Councilor Dee Dee Morris
 - Resolution to Authorize a Development Agreement with BRE Main Street LLC for a New Retail Development, Anchored by a well-known Grocery Store Brand
 - Ordinance to ReZone the Properties Located at 331-333-401 Main Street to Q-C-2 (Qualified General Commercial) from I-1 (Light Industrial) & PUD (Planned Unit Development, Respectively
 - Resolution to Authorize a Roof Repair & Maintenance Contract with Abide Roofing for the Civic Center – No Public Works Bidding Required
 - Resolution to Approve a Memorandum of Understanding with Friends of the Trussville Senior Activity Center, Inc.
 - Resolution to Authorize the Mayor to Execute Agreements with Special Instructors in the Parks & Recreation Department
- IX. Council/Mayor Reports
 - a. Horton – Tree Commission, Utilities, Public Safety, Design Review
 - b. Jackson – Finance, Active Transportation, Planning & Zoning, Inspections, Downtown Redevelopment
 - c. Miller – Veterans, ACTA, Historical, Senior Citizens
 - d. Farr – Library, IDA, Parks & Recreation, Chamber, Public Works
 - e. Anderson – Finance, Cemetery, Beautification, BOE, Leadership Trussville
 - f. Mayor – Administration
- X. Audience (2 minutes each)

XI. Adjourn

XII. Briefings

CITY OF TRUSSVILLE MINUTES

MARCH 10, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Tuesday, March 10, 2026**, at 5:30 pm to review the proposed agenda for its next regular session. Council President Jaime Melton Anderson presided over the meeting and Dan Weinrib served as recording secretary.

Those members present were as follows: Council President Jaime Melton Anderson
Councilor Kimberly Farr
Councilor Ben Horton
Councilor Brian Jackson
Councilor Jim Miller

Others present in their official capacity: Mayor Ben Short
City Attorney Rick Stotser
City Clerk Dan Weinrib

The City Council determined the order of consideration. They discussed at length the ABC consumable hemp products applications. Three existing businesses had submitted such applications; Act 2025-385 requires these retail businesses to obtain authorization from the municipal governing body before they can sell hemp to consumers. Business license compliance officer Chuck Bradford gave the city council a briefing on products containing THC, the new law, & subsequent enforcement. Mayor Short informed the council that all these retail smoke shops existed in their current locations prior to the existing zoning ordinance. Any new such business must operate in the C-5 commercial zone, which does not exist in Trussville. He asked the council to provide policy & enforcement direction to his administration. The councilors posed questions, then eventually agreed that they needed more time to study the new law & discuss with various stakeholders, including business owners. They decided to remove from the agenda the three public hearings & related authorization resolutions, as well as a resolution imposing a temporary moratorium – up to 180 days – on ABC consumable hemp products applications.

With no further items to discuss, President Anderson adjourned workshop at 6 pm.

FEBRUARY 10, 2026 REGULAR SESSION

The City Council of the City of Trussville met in **regular session** on **Tuesday, February 10, 2026**, at 6:10 pm at the City Hall Annex, with Council President Jaime Melton Anderson presiding and Dan Weinrib serving as recording secretary.

President Anderson called the meeting to order.

Councilor Horton led the prayer; Councilor Farr led the pledge.

Those members present were as follows: Council President Jaime Melton Anderson
Councilor Kimberly Farr
Councilor Ben Horton
Councilor Brian Jackson
Councilor Jim Miller

Others present in their official capacity: Mayor Ben Short
City Attorney Rick Stotser
City Clerk Dan Weinrib

They reviewed the minutes from the February 24 agenda workshop & regular session. Councilor Horton moved & Councilor Jackson seconded the motion to approve the submitted minutes.
UNANIMOUS

President Anderson then introduced the two-item consent agenda, as well as the regular agenda. Councilor Farr moved & Councilor Miller seconded the motion to approve the consent agenda.
UNANIMOUS Councilor Jackson moved & Councilor Farr seconded the motion to approve the regular agenda. **UNANIMOUS**

During public comments, Sunmed Your CBD Store Trussville business owners BJ & Lisa Austry (1423 Gadsden Highway, Suite #103) introduced themselves to the council & audience. Sunmed is one of those businesses that had submitted an ABC consumable hemp products application.

Under the regular agenda, Councilor Farr gave an introductory first reading on a resolution authorizing a development agreement with BRE Main Street LLC. She yielded the floor so that others could give the public a briefing. She also encouraged the public to go online & watch a three-minute video of Mayor Short & Councilor Jackson explaining the proposed deal. If the deal gets approved on March 19, the developer is obligated to widen the northern end of Watterson Parkway for dedicated turn lanes & make other traffic flow improvements along Main Street.

Councilor Jackson then gave an introductory first reading of a proposed ordinance to rezone properties located at 331, 333 & 401 Main Street to Q-C-2 (Qualified General Commercial) from I-1 (Light Industrial) & PUD (Planned Unit Development)

Councilor Jackson then introduced a proposed ordinance to annex the properties located at 5560, 5574 & 5616 Trussville Clay Road. He had already given an introductory first reading at the prior council meeting. Inspection Director J.R. Malchus had informed the council that the owner had brought the property up to code. Planning & Zoning unanimously gave the property a favorable recommendation, with a stipulated prohibition on mobile or manufactured homes. **Councilor Jackson moved & Councilor Farr seconded the motion to annex the three A-1 zoned properties with that stipulation. Upon roll call, UNANIMOUS Ordinance No. 2026-005-ANX**

Councilor Miller then introduced a proposed resolution to approve a professional services contract with Sain Associates to develop a multi-year street pavement maintenance plan for the city. **He moved & Councilor Horton seconded the motion for approval. UNANIMOUS Resolution No. 2026-19**

During committee reports, Councilor Horton announced that the Tree Commission's Arbor Day event on February 28 was very successful. He acknowledged & thanked multiple parties for their contributions. Over 1500 trees were given away, and local girl scouts planted a cherry blossom tree at The Mall. Also, the Utilities Board's new campus on Main Street is progressing nicely. He expressed hope that the Utilities can lower its gas rates on consumers, starting in April, with anticipated warmer weather and lower wholesale prices. Also, he congratulated Dave Morette on his promotion to police chief.

Councilor Jackson announced that the new greenways comprehensive plan, which the Regional Planning Commission of Greater Birmingham is developing for the Active Transportation Committee, is nearing its final draft. The committee is seeking funding grants. Also, he participated in the kick-off meeting with the Regional Planning Commission for developing Trussville's new comprehensive plan. He mentioned that the Planning & Zoning Commission has studied the idea of creating a new overlay district for the Cahaba Project. The Commission will hold a public hearing on that topic on April 13 at the Civic Center, since the topic will draw a large audience. He is in the final stages of proposing new subdivision regulations, before submitting drafts to the city attorney. Sometime after April, the Planning & Zoning Commission will hold a public hearing on new subdivision regulations. The current ones have remained unchanged since 1978. Also, the Downtown Redevelopment Authority is working on its Entertainment District Quad 2 plans.

Councilor Miller reported that all ACTA's *Wizard of Oz* shows sold out. *Modern Magic* featuring Alec Dixon, will occur on March 13; *Murder at Mardi Gras* on March 14. Also, the Historical Board met last week to form its own bylaws. They will not meet during April.

Councilor Farr reported that IDA honored its former chairman David Fuller at its recent luncheon; Mayor Short read aloud a proclamation honoring Fuller. Also, she thanked Parks & Recreation & Public Works for their round-the-clock work at the Sports Complex just ahead of baseball's Opening Day. She also thanked the HTHS Lady Huskies softball team for their work hosting the softball tournament. The Sports Complex will host the annual Trey Ellis baseball tournament. The Miracle League starts its new season on April 7. Also, she made the public aware of various Chamber of Commerce events; April 1 is the Chamber's deadline for local high school seniors to apply for its college scholarships. Also, she commended Public Works & its director Justin Ferguson for all their hard work, cleaning out ditches, picking up downed limbs & trees & filling potholes on Bethune Parkway. They have started cutting grass.

Councilor Anderson encouraged the public to submit landscaping nominations to the Beautification Board during April & May. She reported that Leadership Trussville will tour the school system's facilities on March 12. She encouraged businesses interested in sponsoring LT's luncheons to contact executive director Kristi Bradford. After acknowledging school board president Dr. Steven Ward in the audience, she informed the public that the school board will have its annual retreat & its monthly meeting on March 16; March 23-27 is spring break. HTHS baseball & softball teams are currently ranked second among all 7A teams statewide; boys soccer is ranked fifth.

Mayor Short thanked Central Alabama Asphalt, Milam, Parks & Recreation, Public Works & Inspections for their respective work on the new parking lot in the Sports Complex. He informed the public that his administration will mail a public hearing notice next week to all Cahaba Project property

owners & residents. Planning & Zoning will have its next meeting on April 13 in the Civic Center to accommodate the anticipated public turnout. Police Chief Dave Morette's swearing-in will occur at the Chamblee courtroom on March 19. Also, there will be a public kick-off event for the prospective City Comprehensive Plan June 8-11 at the Civic Center. More details will be forthcoming.

During audience comments, Humble Hemp Shack owners Kristina & David Beck (1447 Gadsden Highway, Suite #106) stood up. She introduced themselves to the council & public. Humble Hemp Shack too had submitted an ABC consumable hemp products application.

With no further business left to consider, President Anderson promptly adjourned the meeting at 6:37 pm.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Weinrib', is centered on the page.

City Clerk Dan Weinrib MMC

Resolution No. 2026 -

A Resolution Authorizing a Project Development / Tax Sharing Agreement between the City of Trussville, Alabama, and BRE MAIN STREET, LLC, Creating Certain Incentives for the Development &/or Redevelopment of Certain Properties Located on Kenimer Avenue & Main Street, Trussville, Alabama, 35173, and for Related Purposes

WHEREAS, the City Council for the City of Trussville, Alabama, (“City”) encourages and supports economic development within the City to develop and maintain a strong local economy, increase employment opportunities, broaden the City’s tax base, and increase tax revenues allowing the City to provide greater services to residents of the City and to improve the quality of life of its residents; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama hereinafter (referred to as “Amendment No. 772”), authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City; and

WHEREAS, BRE Main Street, LLC (“Developer”) proposes to, conditioned on the incentives described herein, develop &/or redevelop (and/or fund the redevelopment of) certain properties located on Kenimer Avenue & Main Street (“Property”), within the corporate limits, consisting of a retail commercial development (“Project”); and

WHEREAS, in furtherance of this proposal, the City and the Developer have negotiated the PROJECT DEVELOPMENT /TAX SHARING AGREEMENT (“Agreement”) that is attached hereto as **Exhibit A** and shall be incorporated into this resolution; and

WHEREAS, the renovation, development and redevelopment of the Property is expected to promote and enhance the economic vitality of the City and to support tourism and hospitality which supports the public services the City provides to its restaurants and businesses; and

WHEREAS, the Project is estimated to require a capital investment in excess of Twenty-Five Million Dollars (\$25,000,000.00); and

WHEREAS, the Project is estimated to produce taxable revenues in excess of Twenty-Two Million Three Hundred Fifty Thousand Dollars (\$22,350,000.00) per year, and will provide the opportunity for approximately 265 post-opening jobs at the Project and an undetermined number of employees after three (3) years; and

WHEREAS, the Project will enhance the City’s economic base, as well as provide a public benefit to and for the welfare of its residents; that providing a tax abatement for the Project is consistent with and in furtherance of the objectives of Amendment No. 772; that it is in the best interest of the public to enter into this Agreement; and that the incentives herein granted are for a valid and sufficient public purpose, notwithstanding any incidental benefit to Developer or other private entities; and

WHEREAS, the City Council has determined that entry into the Agreement and the renovation, development and redevelopment of the Property will: promote the economic development of the City; create jobs; increase the tax revenues in and around the City; promote the location, relocation, expansion and retention of commercial enterprises in the City; and improve the quality of life for citizens in and around the City; and further, has determined that the expenditure of the public funds for the purposes specified therein will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to any private individual, entity or entities; and further, has determined that the entry into the agreements and transactions described herein is in the best interest of the health, safety and welfare of the citizens in and around the City; and

WHEREAS, the City Council finds that it is necessary, proper and in the public interest, in accordance with Amendment No. 772, that the City provide certain incentives to Developer in connection with the renovation, development and redevelopment of the Property and the subsequent operation of the commercial restaurant establishment, and that providing such financial

assistance is a public purpose consistent with and in furtherance of the objectives of Amendment No. 772; and

WHEREAS, upon review of the Agreement and after a public notice being published on or about March 4, 2026, in The Alabama Messenger the notice of which complies with Amendment 772, the City Council finds it is in the public interest to approve the Agreement and authorize its execution and implementation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Trussville, Alabama, in a regularly scheduled public meeting, as follows:

Section 1. The City Council ("Council") hereby adopts and incorporates the preamble stated above.

Section 2. The Council finds and determines that the notice published in The Alabama Messenger satisfies the requirements of Amendment 772. (A copy of the Notice and the Order Confirmation from the publisher is attached as **Exhibit B** and incorporated to this resolution.)

Section 3. The Council finds and determines that the expenditure of public funds for the development of the Property, lying within the corporate limits of Trussville, Alabama, will serve as sufficient and valid public purposes notwithstanding any incidental benefit accruing to any private entity or entities.

Section 4. The Council approves and adopts the Agreement by and between the Developer and the City.

Section 5. The Mayor, on behalf of the City and with the attestation of the City Clerk, is authorized to execute the Agreement whereby the City shall pay to the Developer an amount equal to Fifty percent (50%) of any Sales Tax Revenues collected by the City from the operations of the Qualifying Businesses in the Project during the Term (the "City Assistance") until such time as the Developer has received City Assistance totaling the City Assistance Total Cap Amount. The total cap on payments over a Fifteen (15) year period will be Eight Million One Hundred Eighteen Thousand Five Hundred Seventy and no/100 Dollars (\$8,118,570.00). The remainder of the terms of the Agreement are incorporated herein by reference.

Section 6. The Mayor is hereby authorized to take or cause to take all necessary measures in order to effectuate the intent and purposes of this agreement on behalf of the City.

PROJECT DEVELOPMENT / TAX SHARING AGREEMENT

THIS PROJECT DEVELOPMENT / TAX SHARING AGREEMENT (this “Agreement”), dated this the _____ day of _____, 2026, is entered into by and between **BRE MAIN STREET, LLC**, an Alabama limited liability Company (the “Developer”), and the **CITY OF TRUSSVILLE, ALABAMA**, a municipality organized under the laws of the State of Alabama (the “City”) (Developer and the City may be together referred to as the “Parties”).

RECITALS

WHEREAS, the City encourages and supports economic development within the City to develop and maintain a strong local economy, increase employment opportunities, broaden the City’s tax base, and increase tax revenues all allowing the City to provide greater services to residents of the City and to improve the quality of life of its residents; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama, hereinafter referred to as “Amendment No. 772”) authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City; and

WHEREAS, Developer proposes to purchase from the City that certain property located within the corporate limits of Trussville, Jefferson County, Alabama, being more particularly described in Exhibit “A” attached hereto (the “Project Land”), upon which Developer proposes to develop a commercial development containing approximately Fifty Thousand (50,000) square feet, approximately as shown on the site plan attached hereto as Exhibit “B” including without limitation, the Primary Tenant as defined herein (the “Project”); and

WHEREAS, the Project is estimated to require a capital investment in excess of Twenty-Five Million Dollars (\$25,000,000.00); and

WHEREAS, the Project is estimated to produce taxable revenues in excess of Twenty-Two Million Three Hundred Fifty Thousand Dollars (\$22,350,000.00) per year and will provide the opportunity for approximately 265 post-opening jobs at the Project and an undetermined number of employees after three (3) years; and

WHEREAS, the City will have its economic base broadened, and the public benefit to, and welfare of its residents will be enhanced by the Project. Providing a tax abatement for the Project is consistent with and in furtherance of the objectives of Amendment No. 772; it is in the best interest of the public to enter into this Agreement; and the incentives herein granted are for a public purpose, notwithstanding any benefit to Developer; and

WHEREAS, the terms of this Agreement were duly advertised by the City in accordance with the requirements of Amendment No. 772.

AGREEMENT

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, all capitalized terms shall have the meanings set forth in the Recitals or elsewhere in this Agreement, and the following terms shall have the meanings set forth below when capitalized:

“Annual Minimum Sales Tax Revenues” means the initial Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) collected by the City from the operations of the Qualified Businesses in each Project Fiscal Year, to be retained by the City.

“City Assistance” shall have the meaning set forth in Article 2 below, which shall be payable as set forth in Article 2 solely from the Sales Tax Revenues from Qualifying Businesses conducted wholly within the Project.

“City Assistance Total Cap Amount” shall mean Eight Million One Hundred Eighteen Thousand Five Hundred Seventy and no/100 Dollars (\$8,118,570.00)

“City Assistance Annual Cap Amount” shall mean Five Hundred Forty-One Thousand Two Hundred Thirty-Eight and no/100 Dollars (\$541,238.00).

“Fiscal Quarter” means the applicable three (3) month period of the City’s fiscal year. The City’s Fiscal Quarters are as follows: First Quarter is October 1 through December 31; Second Quarter is from January 1 through March 31; Third Quarter is from April 1 through June 30; and Fourth Quarter is from July 1 through September 30.

“Project Fiscal Year” means the applicable period of four (4) Fiscal Quarters commencing on the Payment Commencement Date. If the Payment Commencement Date is not the first day of a Fiscal Quarter, then the first Project Fiscal Year shall consist of the first four (4) Fiscal Quarters following the Payment Commencement Date plus the remaining calendar days in the month in which the Payment Commencement Date occurs. Each succeeding Project Fiscal Year shall commence upon the first day of the Fiscal Quarter, coinciding with or following the anniversary date of the Payment Commencement Date of the Term.

“Payment Commencement Date” means the first day of the month following the date upon which the Primary Tenant or any other Qualified Business begins operations on or within the Project. Developer shall provide the City with written notice upon the occurrence of the Payment Commencement Date. Developer shall have the option to delay the Project Commencement Date to the date the Primary Tenant opens if any other Qualified Businesses open prior to the Primary Tenant.

“Permit” means any permit, license, certificate of occupancy, order, certification, registration, approval, or authorization issued under any law, regulation, or ordinance, whether federal, state, or local.

“Permitted Delay” means a permissible cause of delay beyond the control of Developer including any of the following: any agency or instrumentality of any government, by civil or military authorities, by acts of God, by earthquakes, lightning, floods, strikes or other industrial disturbances, such explosions, fires, vandalism as are the result of causes reasonably beyond Developer’s control; by riots, by insurrections, or by sabotage.

“Primary Tenant” shall mean a leading national or regional grocery retailer, that operates, as of the Effective Date, a traditional brick and mortar full-service supermarket across a span of states including, but not limited to, Florida, Georgia, Alabama, South Carolina, North Carolina, Tennessee, and Virginia, often with an ancillary pharmacy, that traditionally does not operate under a discount, limited assortment or warehouse format retail model to anchor at least thirty thousand (30,000) square feet of space within the Project.

“Project” means the Project as defined in the Recitals above.

“Project Land” means the land upon which the Project is to be constructed, as listed on Exhibit “A” attached hereto and shown on the Site Plan attached hereto. The Project Land shall include only that real property Developer acquires with its initial acquisition of such property and shall be confirmed by Developer after its initial acquisition by providing written notice to the City of all the Project Land that it acquired as a part of its initial acquisition. Any of the real property listed on Exhibit A and delineated on the Site Plan not acquired as a part of the initial acquisition shall not be deemed a part of the Project Land.

“Qualifying Business(es)” means (i) the Primary Tenant; and, (ii) any other business considered a “retail business” establishment as provided in the proposed development that has not previously operated within the municipal limits of the City or is currently operating within the municipal limits of the City, that is opening an additional location on the Project Land. A currently operating retailer who relocates to the Project Land from another location, and closes the other location, within the municipal limits of the City shall not be deemed a qualified for the purposes of this Agreement unless approved by the City (by and through the Mayor).

“Sales Tax Revenues” shall mean the revenues from (currently four percent (4%)) the general sales tax levied by and paid to the City. Sales Tax Revenues shall not, for the purposes of this Agreement, apply to any county and/or state tax. If additional sales taxes are levied by the City during the Term of this Agreement, the revenues from such additional sales taxes shall be included as Sales Tax Revenues.

“Site Plan” means the configuration of the Project as shown on the Site Plan attached as Exhibit B.

“Term” means a period beginning with the Payment Commencement Date and ending fifteen (15) Project Fiscal Years after the Payment Commencement Date or such earlier date as the

City Assistance reaches the total maximum amount of the City Assistance Total Cap Amount, as the Term may be extended pursuant to Section 2.1 hereof

ARTICLE II CITY ASSISTANCE

2.1 City Assistance. In consideration and as an inducement for Developer's agreement to develop the Project, subject to the Annual Minimum Sales Tax Revenues collected and retained by the City as provided herein, the City agrees to pay to the Developer an amount equal to Fifty percent (50%) of any Sales Tax Revenues collected by the City from the operations of the Qualifying Businesses in the Project during the Term (the "City Assistance") until such time as the Developer has received City Assistance totaling the City Assistance Total Cap Amount. The City Assistance provided to Developer under this Agreement shall not exceed the City Assistance Annual Cap Amount in any Project Fiscal Year of the Term except for any carryover amounts set forth below. In the event the City Assistance in any Project Fiscal Year is less than the City Assistance Annual Cap Amount, the remaining amount of the City Assistance Annual Cap Amount remaining for that Project Fiscal Year will be paid by the City with the last payment of City Assistance paid for the last Fiscal Quarter in the applicable Project Fiscal Year so long as the City has received the Annual Minimum Sales Tax Revenues in such Project Fiscal Year. If the City has not received the Annual Minimum Sales Tax Revenues in such Project Fiscal Year, the amount of the remaining Annual Cap Amount owed to Developer will be carried over to the succeeding Project Fiscal Year(s) and paid first from the Sales Tax Revenue collected in the following Project Fiscal Year until such time as Developer has received the City Assistance Annual Cap Amount for each Project Fiscal Year in the Term. The total maximum or cap on City Assistance during the Term will be the City Assistance Total Cap Amount. In the event the total City Assistance paid to Developer reaches the City Assistance Total Cap Amount prior to the expiration of the Term, upon payment of the final installment of City Assistance to Developer, the City shall have no further obligation to provide City Assistance under this Agreement for the remainder of the Term. In the event the City Assistance Total Cap Amount has not been fully paid by the end of the Term, the Term shall be extended for an additional two (2) year period, subject to the Annual Minimum Sales Tax Revenues to be collected and retained by the City. If the City Assistance Total Cap Amount has not been fully paid at the end of such Term extension, the City will have no further obligation for City Assistance under this Agreement.

2.2 Payment of Sales Tax Revenues to Developer.

(a) The City Assistance shall be paid to Developer, pursuant to this Article, on a Fiscal Quarterly basis. The City shall remit payment to the Developer no later than sixty (60) days after the last day of the last month of the applicable Fiscal Quarter in which the Sales Tax Revenues were derived.

(b) The City will provide Developer with the amount of Sales Tax Revenues for the preceding Fiscal Quarter as soon as is practicable upon completion of such Fiscal Quarter. Developer shall have the right to verify the amount of the Sales Tax Revenues for the preceding Fiscal Quarter before or after payment of the quarterly reimbursement to Developer. To the extent permitted by applicable law, Developer shall have the right to review, verify, and audit the City's

records regarding the Sales Tax Revenues on a quarterly basis, which audit is to be conducted during the City's regular hours of operation. The Developer shall bear the cost of any review, verification, and/or audit. The City shall maintain such records in accurate and complete form in accordance with all provisions of state law. Such audit may be conducted by Developer alone or together with a qualified accountant or other qualified individual, at the option of the Developer. In the event Developer elects to perform an audit under this paragraph, the City shall extend its complete and full cooperation to Developer, but in no event shall the City incur any costs associated with the audit. Developer acknowledges certain information regarding Sales Tax Revenues may be deemed confidential under Alabama law. In order to review such information, the Developer, its agents, or anyone examining tax revenues at the request of the Developer shall be required to obtain consent from each qualifying Business for which such information is requested.

2.3 Limited Obligation of City. Developer acknowledges and agrees that the City Assistance to be paid by the City to Developer shall be paid solely from Sales Tax Revenues, and that the City's obligation to make such payments is not a general obligation of the City. Rather, it is limited to only those funds available from the Sales Tax Revenue from operations of Qualifying Businesses conducted wholly within the Project. No interest, carrying charge, or finance charge of any kind shall accrue or be added to the amounts due Developer by the City as provided in this Agreement.

2.4 Validation Proceeding. Upon approval of this Agreement by the City Council, the City covenants and agrees that, if requested to do so by Developer, it will file a validation proceeding or other appropriate declaratory action (the "Validation Proceeding") in the Circuit Court of Jefferson County, Alabama, to validate the legality and validity of this Agreement. Developer will be directly and exclusively responsible for the payment of any attorneys' fees, costs, and expenses incurred by the City in connection with the Validation Proceeding. In the event the Circuit Court of Jefferson County, Alabama or other Court of competent jurisdiction rules that this Agreement is invalid, this Agreement will thereupon be terminated and all City Assistance paid to Developer hereunder shall become due from Developer to the City in the total amount, within sixty (60) days after such ruling.

2.5 Representations and Warranties of the Developer. The Developer makes the following representations and warranties as the basis for its undertaking pursuant to this Agreement:

(a) The Developer is a duly organized and existing limited liability company, in good standing in the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution, delivery and performance of this Agreement on the part of the Developer's undersigned officer have been duly authorized by a resolution duly adopted by the Developer's members and by all other necessary actions.

(c) The execution, delivery and performance of this Agreement on its part have been authorized by a resolution duly adopted by its City Council in accordance with Amendment 772 of the Constitution of Alabama, and, subject to the limitations set forth in Section 3.1.

(d) The execution and delivery of this Agreement has been duly authorized, and, subject to the limitations set forth in Section 3.1 hereof.

(e) There are no approvals, authorizations, consents or other actions by or filings with any person which are required to be obtained or completed by the Developer in connection with the execution and delivery of this Agreement or in connection with any other action required to be taken by the Developer hereunder. The Developer is not and will not be required to give any notice to or obtain any consent from any person or entity in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

(f) The execution and performance of this Agreement by the Developer does not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit or agreement of any nature to which the Developer is a party.

(g) The Developer is not in default under, or in violation of, any law or regulation or under any order of any court, board, commission or agency whatsoever. The Developer has received no notice of any pending or impending civil or criminal investigation, audit, proceeding, action, or litigation or any nature from any federal, state or local board, commission or agency.

(h) There are no outstanding judgments, orders, writs, injunctions, or decrees of any government entity, no pending Legal Proceedings or material threats of Legal Proceedings, against or affecting the Developer before or by any court, board, commission or agency whatsoever which would have a material effect on the Developer's performance of its obligations under this Agreement.

(i) Neither the Developer nor its principals has experienced bankruptcy, insolvency or any other form of legal relief from claims of creditors.

(j) Other than those known to the City to be working as a consultant on the Project and attorney regarding the negotiations and implementation of this Agreement, the Developer certifies that it has not employed or retained any company or person to solicit or secure its selection to enter into this Agreement or obtain financial assistance of any sort from the City and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement or obtaining such financial assistance. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion. The representations, warranties and covenants made by the Developer herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

ARTICLE III DEVELOPMENT; CONTINGENCIES

3.1 Intentionally Deleted.

3.2 Zoning Regulations. Nothing in this Agreement shall be construed as a modification or waiver of the zoning regulations of the City of Trussville or any other applicable municipal ordinance or regulation and all such regulations and requirements shall continue to apply with full force and effect notwithstanding any provision of this Agreement.

3.3 Time for Completion; Contingencies

(a) Developer shall close on the purchase of the Project Land on or before December 31, 2026. Developer shall begin necessary construction on the portion of the Project that contains the space for the Primary Tenant within ninety (90) days from its closing on the purchase of the Project Land. Developer shall complete construction of the portion of the Project that contains the space for the Primary Tenant on or before December 31, 2028 (“Project Completion Date”). The foregoing time periods are subject to Permitted Delay and Developer shall have the right to extend the foregoing time periods by six (6) months each by providing written notice to the City. If either party hereto shall be delayed, hindered in, or prevented from, the performance of its obligations hereunder by reason of a Permitted Delay, such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay.

(b) In the event the Developer fails to comply with these time limits or fails to obtain an extension from the City, the City, in its sole discretion, may terminate this Agreement; provided that in the event the Project is not completed as of the Project Completion Date but Developer is under construction and is making commercially diligent efforts to complete the Project, the Project Completion Date shall be extended for such commercially reasonable period of time to allow completion of the Project.

(c) The City’s obligation to commence provision of the City Assistance on the Payment Commencement Date under this Agreement is contingent upon the following:

- (i) Developer’s purchase of the Project Land from the current owners; and
- (ii) Developer entering into a lease agreement with the Primary Tenant, written evidence of which is to be provided to the City; and
- (iii) Developer constructing the onsite improvements on the Project Land, to include a pedestrian travel path that is part of the City’s larger greenway project, and constructing the offsite improvements in City and State right of way, to include roadwork and utility relocations in US Highway 11 and Watterson Parkway, all as reasonably required and approved by the City and the Alabama Department of Transportation in order to obtain construction permits for the Project and as generally depicted on the Site Plan attached as Exhibit B;
- (iv) The City’s receipt of Developer’s filed Certificate of Formation, executed Operating Agreement, and a Resolution signed by all Members of Developer authorizing the execution of this Agreement and development of

the Project; and

- (v) Approval of this Agreement by the City Council of Trussville, Alabama, which the City represents has been obtain prior to the date of this Agreement.

ARTICLE IV MISCELLANEOUS

4.1 Public Purpose of the Project. The City does hereby ascertain, determine, declare, and find that development and implementation of the Project with the City Assistance described herein is in the best interest of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting local economic development and stimulating the local economy; increasing employment opportunities in the City; increasing the City's tax base, which will result in additional tax revenues for the City; promoting the expansion and retention of business enterprise in the City; and promoting the development of infrastructure at appropriate locations. The City finds the above-cited items constitute important public benefits to the City and its residents.

4.2 Indemnity. Developer shall release, save, hold harmless, and indemnify the City (collectively, the "Indemnified Parties") from Developer's breach or default in the performance of any obligation under this Agreement and from and against all reasonable costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such breach, and Developer, upon notice from the City, shall defend the same at Developer's reasonable expense by counsel satisfactory to the City; provided the foregoing shall not apply to any negligence or willful misconduct on the part of the City. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

4.3 Limitation of Liability. This Agreement is subject to all State of Alabama liability limitations established by state law in the State of Alabama. Further, except for direct damages which are suffered or incurred by either party hereto in connection with, arising out of, or in any way related to, this Agreement or any of the obligations contemplated by this Agreement, each party hereto agrees to waive any claim against the other for any commercial loss, inconvenience, loss of use, time, data, good will, revenues, profits, or savings or other special, indirect, consequential, or incidental damages which, in any manner directly or indirectly, is connected with or arises out of the agreements or obligations of Developer or the City contemplated by this Agreement, or arises out of the failure of the Developer or the City to perform any of the obligations made by and imposed under this Agreement, regardless of whether such special, indirect, consequential or incidental damage is contended, or ultimately shown or held to be caused, in whole or in part, by the acts or omissions of the Developer or the City. This limitation of liability shall survive the expiration or termination of this Agreement.

4.4 Assignment.

(a) The Parties recognize that a substantial inducement to City for entering into this Agreement is the identity, reputation, and experience of the Developer. Accordingly, the Developer may not assign or transfer this Agreement or any interest herein or any part hereof to another entity without the written consent of the City, which consent shall not be unreasonably withheld, except (1) the Developer may transfer this Agreement without City consent to another entity that contains the same owners as the Developer, with the same type and percentage of ownership interest for each owner, for legal, tax or other purposes, and (2) the Developer may collaterally assign without City consent the Developer's rights to receive payments from the City to any construction lender for the Project. Any assignment or transfer inconsistent with the terms hereof shall nullify and make void any obligation of the City others required herein.

(b) From and after the Project Completion Date, Developer may assign this Agreement and all of its rights and obligations in and to the Project to any Financially Solvent Affiliate (defined herein) of Developer which agrees to assume the assigned obligations of Developer in and to the Project. In the event of any such assignment to a Financially Solvent Affiliate, Developer shall provide prompt written notice to the City of such assignment. As used herein, a Financially Solvent Affiliate" of Developer means any entity that, directly or indirectly: (i) owns or controls Developer or any member or owner of Developer; (ii) is owned or controlled by Developer or any member or owner of Developer; or (iii) is under common control or ownership with Developer or any member or owner of Developer, and has the reasonably commercial means to perform all duties, responsibilities, and a agreements set forth herein.

(c) From and after the Project Completion Date, Developer may sell all or a portion of the Project to a person or entity not a party to this Agreement (the "Third-Party Purchaser"), and no such sale shall relieve the City of its obligations to make the payments required hereunder to Developer or its assigns, regardless of the fact that the Project may be owned by the Third-Party Purchaser; provided, however, that the City shall have no obligation to make payments to any Third-Party Purchaser unless and until an assignment complying with this Section 4.4 has been delivered to the City.

4.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to procedures or account for more than one such counterpart.

4.6 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

4.7 Forum Selection. Any lawsuit under this Agreement shall be filed in the Circuit Court of Jefferson County, Alabama – Birmingham Division.

4.8 Alternative Dispute Resolution. Prior to any lawsuit being filed, however, the Parties agree to resolve any dispute under this Agreement through negotiations first. If negotiations are unsuccessful, then both parties shall mediate the dispute by a neutral mediator mutually selected by the Parties. In the event the Parties cannot agree on a mediator, the Parties shall each select a

potential mediator. Then, those two potential mediators shall select the mediator who will be responsible for conducting the mediation to resolve the dispute.

4.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.10 Notices. All communications and notices expressly provided herein shall be sent, by registered first class mail, postage prepaid; by a nationally recognized overnight courier for delivery on the following business day; or by telex or telecopy (with such telex or telecopy to be confirmed properly in writing, sent by mail or overnight courier as aforesaid), as follows:

City of Trussville: Mayor Ben Short
City of Trussville
131 Main Street
Trussville, Alabama 35173
Email: bshort@trussville.org

With a copy to: Garrick L. Stotser, Esq.
Massey, Stotser & Nichols, PC
1780 Gadsden Highway
Birmingham, Alabama 35235
Phone: 205-838-9000
Email: rstotser@msnattorneys.com

Developer: BRE Main Street, LLC
c/o Blackwater Real Estate, LLC
700 Montgomery Highway, Suite 186
Birmingham, Alabama 35216
Attention: Legal Department
Phone: 205-969-1000
Email: legal@blackwaterdevco.com

With copy to: BRE Main Street, LLC
c/o Blackwater Real Estate, LLC
700 Montgomery Highway, Suite 186
Birmingham, Alabama 35216
Attention: John Abernathy
Phone: 205-969-1000
Email: john@blackwaterdevco.com

or to such other addresses to which the Parties shall designate in writing from time-to-time.

4.11 Cost and Expense. Each party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement. The Developer acknowledges that it shall be

responsible for all costs of developing the Project, including but not limited to, the cost of the Project and the cost of planning, developing, and maintaining the Project, such as legal, engineering, construction, and environmental services. The Developer shall not hold itself out as an agent of the City and shall not make any representation or take any action which shall convey the impression to any contractor, subcontractor, laborer or supplier that the City has any obligation or responsibility for any payment to such contractor, subcontract, labor or supplier in connection with the Project.

4.12 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

4.13 Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of each of the Parties and its permitted successors and assigns as provided herein.

4.14 Relationship of the Parties. The City and the Developer agree nothing contained in this Agreement, or any act of Developer or of the City, shall be deemed or construed by either of the Parties hereto, or by third-persons, to create any relationship of third-party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the Developer, nor shall Developer at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing whatsoever. Furthermore, nothing in this Agreement, or any act of Developer, shall be deemed to create any relationship of third-party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer.

4.15 Entire Agreement; Amendment. This Agreement constitutes one entire and complete agreement, and neither of the Parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the City and Developer. No stipulations, agreements, or understandings of the Parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties, or modifications hereto shall be valid between the Parties. This Agreement may be amended only by a written instrument executed by both Parties.

4.16 No Waiver. No consent or waiver, express or implied, by a Party or to any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be valid unless in writing and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default,

irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date indicated.

CITY OF TRUSSVILLE, ALABAMA

By: _____
Ben Short
Mayor

Date: _____

ATTEST:

City Clerk

DEVELOPER

BRE MAIN STREET, LLC

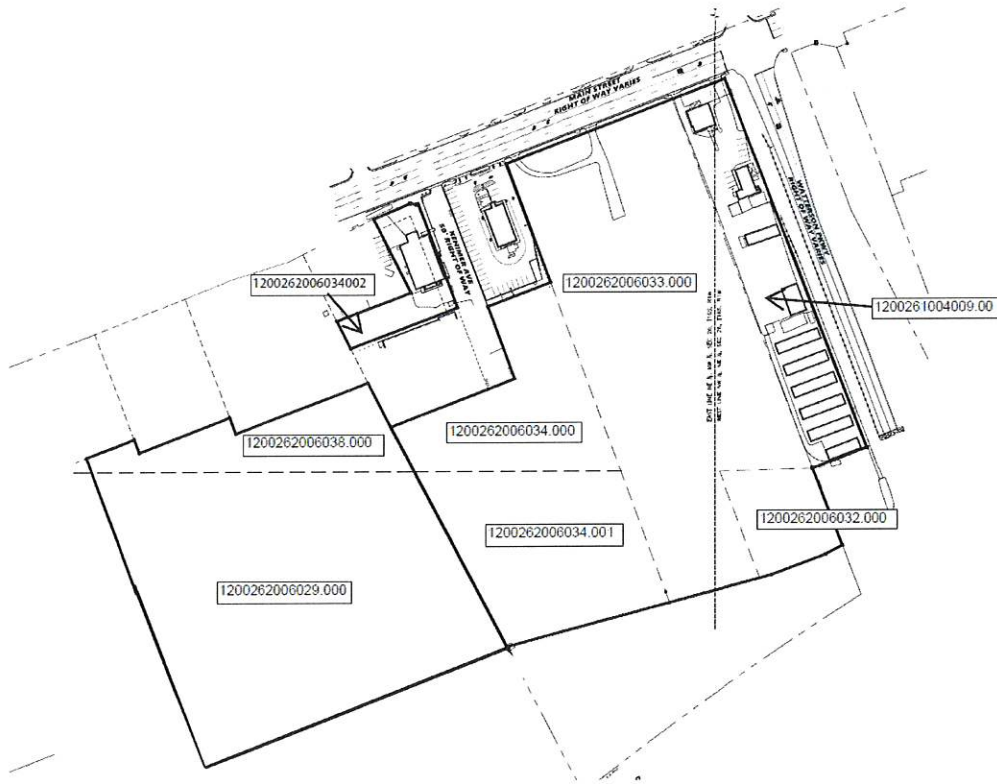
By: _____
John Abernathy
President

Date: _____

Exhibit A

Project Land

Current Owner	Address	Parcel ID
City of Trussville	207 Kenimer Avenue	1200262006034.000
City of Trussville	211 Kenimer Avenue	1200262006034.001
City of Trussville	531 Main Street	1200262006038.000
City of Trussville	525 Main Street	1200262006029.000 (portion)
Cottages Holding Industrial, LLC	331 Main Street	1200261004 009.000
Cottage Senior Living Inc	333 Main Street	1200262006032.000
Cottage Senior Living Inc	401 Main Street	1200262006033.000
Walker Family Holdings, Ltd.	413 Main Street	1200262006034002



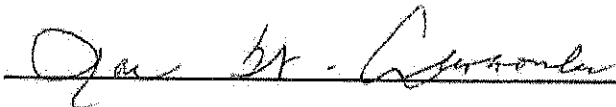
AFFIDAVIT OF PUBLICATION

**STATE OF ALABAMA
JEFFERSON COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared **KAREN W. ABERCROMBIE**, who, by me duly sworn, deposes and says that she is the **PUBLISHER OF ALABAMA MESSENGER**, a semi-weekly newspaper of **GENERAL CIRCULATION**, **PUBLISHED** and **PRINTED** in Jefferson County, Alabama, and which has been in **CONTINUOUS WEEKLY PUBLICATION SINCE 1918**, and that there was published in said newspaper in the issues of


March 4, 2026

a legal notice, a copy of which is hereto attached.



Publisher

Sworn and subscribed to on this the 6th day of March, 2026.



Notary Public

\$176.00

The sum charged by the Newspaper for said publication is the actual lowest regular price for legal advertising notices as determined by Ala.Code § 6-8-64(a). There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

LEGAL NOTICE
NOTICE IS HEREBY GIVEN pursuant to Amendment No. 772 to the Constitution of Alabama 1901, as amended (recodified as Section 94.01 of the Recompiled Constitution of Alabama 1901, as amended), that the City Council (the "Council") of the City of Trussville, a municipal corporation under Alabama law (the "City"), will consider a resolution (the "Resolution") at a public meeting of the Council to be held on March 19, 2026, at 6:00 P.M., local time, in City Hall Annex, located at 113 North Chalkville Road, Trussville, Alabama 35173. The Council will conduct a public hearing on the matter described herein at the March 19, 2026, city council meeting.
The Resolution would approve and authorize execution of a Development Agreement (the "Agreement") between the City and BRE Main Street, L.L.C., an Alabama limited liability company (the "Developer"). Under the Agreement, subject to certain conditions and obligations, the City will commit to rebate one half-cent (\$0.005) for every one cent (\$0.01) of the City's sales tax revenues generated by a Qualified Business, as defined in the Agreement, for a period not to exceed seventeen (17) years from the payment commencement date as defined in the Agreement. The Agreement is intended to introduce within the City a national or regional grocery retailer as a primary tenant in a new retail development along with other retail businesses not currently operating within the municipal limits of the City, by providing additional jobs, increasing tax revenue, and generating visitors from the surrounding area, thus expanding the City's tax base as set forth in the Agreement. The Developer will construct the Project in accordance with the development plan and further agrees to operate the Project in accordance with those standards set forth in the Agreement. A copy of the Agreement is available for inspection prior to the meeting in the city clerk's office located at the City Hall Annex.
The public benefits achieved under the Agreement include, among other things: (1) promoting local economic development and stimulating the local economy; (2) increasing employment opportunities in the City; (3) increasing tax revenues for the City; (4) promoting and encouraging new commercial and business enterprises in the City; (5) the addition of another national chain grocery store and other retail businesses not presently operating within the municipal limits of the City; (6) the productive use of unutilized property; and (7) improving the social, cultural, and economic health and welfare of the City and its citizens. The public benefits sought are not exclusive. There may be one or more of the public benefits sought.
Notwithstanding the benefits to the City, the covenants and agreements of the City under the Agreement will benefit the Developer, and its successors and assigns.
This notice is intended to comply with Section 94.01 of the Constitution of Alabama and shall be construed as to meet all requirements of state and local law regarding notice and the opportunity of the public to be heard. Ala.Ms. - Mar. 4, 2026

LEGAL NOTICE

NOTICE IS HEREBY GIVEN pursuant to Amendment No. 772 to the Constitution of Alabama 1901, as amended (recodified as Section 94.01 of the Recompiled Constitution of Alabama 1901, as amended), that the City Council (the “Council”) of the City of Trussville, a municipal corporation under Alabama law (the “City”), will consider a resolution (the “Resolution”) at a public meeting of the Council to be held on March 19, 2026, at 6:00 P.M., local time, in City Hall Annex, located at 113 North Chalkville Road, Trussville, Alabama 35173. The Council will conduct a public hearing on the matter described herein at the March 19, 2026, city council meeting.

The Resolution would approve and authorize execution of a Development Agreement (the “Agreement”) between the City and BRE Main Street, LLC, an Alabama limited liability company (the “Developer”). Under the Agreement, subject to certain conditions and obligations, the City will commit to rebate one half-cent (\$0.005) for every one cent (\$0.01) of the City’s sales tax revenues generated by a Qualified Business, as defined in the Agreement, for a period not to exceed seventeen (17) years from the payment commencement date as defined in the Agreement. The Agreement is intended to introduce within the City a **national or regional grocery retailer** as a primary tenant in a new retail development along with other retail businesses not currently operating within the municipal limits of the City, by providing additional jobs, increasing tax revenue, and generating visitors from the surrounding area, thus expanding the City’s tax base as set forth in the Agreement. The Developer will construct the Project in accordance with the development plan and further agrees to operate the Project in accordance with those standards set forth in the Agreement. A copy of the Agreement is available for inspection prior to the meeting in the city clerk’s office located at the City Hall Annex.

The public benefits achieved under the Agreement include, among other things: (1) promoting local economic development and stimulating the local economy; (2) increasing employment opportunities in the City; (3) increasing tax revenues for the City; (4) promoting and encouraging new commercial and business enterprises in the City; (5) the addition of another national chain grocery store and other retail businesses not presently operating within the municipal limits of the City; (6) the productive use of unutilized property; and (7) improving the social, cultural, and economic health and welfare of the City and its citizens. The public benefits sought are not exclusive. There may be one or more of the public benefits sought.

Notwithstanding the benefits to the City, the covenants and agreements of the City under the Agreement will benefit the Developer, and its successors and assigns.

This notice is intended to comply with Section 94.01 of the Constitution of Alabama and shall be construed as to meet all requirements of state and local law regarding notice and the opportunity of the public to be heard.

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF TRUSSVILLE, ALABAMA**

BE IT ORDAINED by the City Council of the City of Trussville, Alabama, as follows:

1. Amendment and extension of the zoning map: The official zoning map of the City of Trussville, Alabama, established by and under the authority of the City of Trussville Zoning Ordinance No. 2023-004-PZ, as amended, is hereby amended and extended to include the property described on Exhibit "A" attached hereto, and Exhibit "B" a map of the property hereby zoned, according to the zoning classifications of the City of Trussville designated on individual parcels shown thereupon.

2. Upon application made by applicant Blackwater Development Company LLC, the following properties, formerly zoned **I-1 (Light Industrial) & PUD (Planned Unit Development)**, respectively, will hereby be rezoned **Q-C-2** with stipulations as enumerated in Exhibit "C"

Parcel #	Site Address
12 00 26 1 004 009.000 RR	331 Main Street
12 00 26 2 006 032.000 RR	333 Main Street
12 00 26 2 006 033.000 RR	401 Main Street

3. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

5. This ordinance shall become effective immediately upon its adoption, approval and publication as provided by law.

PARCEL #: 12 00 26 1 004 009.000
OWNER: COTTAGES HOLDING INDUSTRIAL LLC
ADDRESS: 2820 15TH AVENUE SOUTHWEST HUNTSVILLE AL 35805
LOCATION: 331 MAIN ST TRUSSVILLE AL 35173

[600-D0] Baths: 1.5 H/C Sqft: 4,618
50-044.0 Bed Rooms: 0 Land Sch: **S125**
Land: **719,200** Imp: **209,400** Total: **928,600**
Acres: **0.000** Sales Info: **09/20/2019 \$650,000**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2025 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
SQFT 2	636 MINI WAREHOUSE	1.10422405876951	48100	\$384,800.00	
2	636 MINI WAREHOUSE	0.47979797979798	20900	\$334,400.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: 0 PAGE: 0
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK: 0
PRIMARY LOT: SECONDARY LOT: 0

METES AND BOUNDS: COM SW COR OF NW 1/4 OF NE 1/4 SEC 26 TP 16 R 1W TH W 165 FT TH SE 10 FT TO POB TH NE 100 FT TH NWLY 690 FT TH SWLY 100 FT TH SELY 690 FT TO POB SECT 26 TWSP 16S RANGE 1W

SALES INFORMATION

9/20/2019 \$650,000.00 1 **BOOK:**2019 **PAGE:**099009 Land & Building COTTAGES HOLDING INDUSTRIAL LLC

PARCEL #: 12 00 26 2 006 032.000
OWNER: COTTAGE SENIOR LIVING INC
ADDRESS: 2820 15TH AVE HUNTSVILLE AL 35805
LOCATION: 333 MAIN ST TRUSSVILLE AL 35173

Baths: **0.0** H/C Sqft: **0**
50-044.0 Bed Rooms: **0** Land Sch: **A253**
Land: **15,100** Imp: **0** Total: **15,100**
Acres: **0.000** Sales Info: **06/02/2016 \$1,200,000**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2025 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
A253 2	910 UNDEV. & UNUSED LAND	0.65	28314	\$15,080.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: 0 PAGE: 0
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 0000 SECONDARY BLOCK: 0
PRIMARY LOT: 0000 SECONDARY LOT: 0

METES AND BOUNDS: COM AT INTER OF S R/W OF US HWY 11 & E/L OF NW 1/4 SEC 26 TP 16 R 1W TH SWLY 85 FT TH SELY 690 FT TO POB TH CONT SELY 165 FT TH SW 155 FT TH NW 215 FT TH E 165 FT TO POB

SALES INFORMATION

6/2/2016	\$1,200,000.00	3	BOOK: 2016 PAGE: 059924	Land & Building	COTTAGE SENIOR LIVING INC
5/25/2016	\$15,600.00	1	BOOK: 2016 PAGE: 059927	Land & Building	COTTAGE SENIOR LIVING INC
5/23/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059925	Land & Building	COTTAGE SENIOR LIVING INC
5/22/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059928	Land & Building	COTTAGE SENIOR LIVING INC
5/22/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059926	Land & Building	COTTAGE SENIOR LIVING INC

PARCEL #: 12 00 26 2 006 033.000
OWNER: COTTAGE SENIOR LIVING INC
ADDRESS: 2820 15TH AVE HUNTSVILLE AL 35805
LOCATION: 401 MAIN ST TRUSSVILLE AL 35173

Baths: **0.0** H/C Sqft: **0**
50-044.0 Bed Rooms: **0** Land Sch: **A253**
Land: **1,349,700** Imp: **0** Total: **1,349,700**
Acres: **0.000** Sales Info: **05/25/2016**
\$1,184,400

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2025 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
SQFT 2	910 UNDEV. & UNUSED LAND	1.56565656565657	128103	\$1,332,300.00	
A253 2	910 UNDEV. & UNUSED LAND	0.75	162479	\$17,400.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: 0 PAGE: 0
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK: 0
PRIMARY LOT: SECONDARY LOT: 0

METES AND BOUNDS: COM INTER OF E/L OF NW 1/4 SEC 26 TP 16 R 1W & S RW OF US HWY 11 TH SW 80 FT TO POB TH CONT SW 310 FT TH SELY 840 FT TH NE 155 FT TH NWLY 215 FT TH E 165 FT TH NWLY 680 FT TO POB SECT 26 TWSP 16S RANGE 1W

SALES INFORMATION

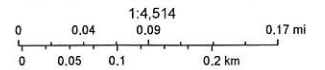
5/25/2016	\$1,184,400.00	1	BOOK: 2016 PAGE: 059927	Land & Building	COTTAGE SENIOR LIVING INC
5/25/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059927	Land & Building	COTTAGE SENIOR LIVING INC
5/23/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059925	Land & Building	COTTAGE SENIOR LIVING INC
5/22/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059928	Land & Building	COTTAGE SENIOR LIVING INC
5/22/2016	\$1,200,000.00	0	BOOK: 2016 PAGE: 059926	Land & Building	COTTAGE SENIOR LIVING INC

City of Trussville Zoning



12/20/2025, 11:32:39 AM

Zoning	C-P	I-2	P	Q-C-2	R-4
C-1	I-1	IN-1	PUD	R-2	R-T
C-2					



Vantor. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit C

STIPULATIONS

1. The developer obtains all required ALDOT permitting
2. The developer installs necessary traffic-flow improvements for Watterson Parkway, including two dedicated left-turn lanes and one right-turn lane at the Main Street traffic light.
3. The developer dedicates adequate buffer alongside Pinchgut Creek for a future pedestrian pathway
4. The developer provides a right-of-way stub at the western end of the property for a prospective street accessible to all Main Street commercial properties, including the shopping center at 445 & 465 Main Street.
5. No animal hospitals, with enclosed kennels permitted
6. No auto, light truck, boat or motorcycle sales permitted
7. No car washes permitted
8. No funeral homes permitted
9. No gasoline service station(s)/convenience store(s) permitted
10. No hotel or motel permitted
11. No vehicle repair, minor or major, permitted
12. No small engine repair permitted

Resolution No. 2026-

A Resolution Authorizing a Roof Repair & Maintenance Contract with Abide Roofing for the Civic Center, in Accordance with Act No. 2023-497

WHEREAS, Act No. 2023-497 exempts municipal contracts under \$100,000 from the requirements of the State Public Works Bid Law; and

WHEREAS, in accordance with Act No. 2023-497, **Abide Roofing** provided the City of Trussville a \$68,739.18 proposal (**Exhibit 1**) for performing roof repairs & maintenance at the Civic Center.

NOW THEREFORE BE IT RESOLVED that the City Council of Trussville, Alabama, while in regular session, hereby approves this agreement with Abide Roofing, for an amount not to exceed \$68,739.18, payable from Fund 08 Civic Center and/or Fund 01 General Fund

ADOPTED AND APPROVED THIS THE 19TH OF MARCH 2026

Jaime Melton Anderson, Council President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 19th day of March, 2026, while in regular session on Thursday, March 19, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 20th day of March 2026

Dan Weinrib MMC, City Clerk



Abide Roofing
 Corporate Headquarters
 8004 Glendale Farms Rd
 Trussville, AL 35173
 205-577-7338

Regional Branch
 8004 Glendale Farms Rd. Ste. F
 Trussville, AL 35173
 Ph: 205-577-7338
 Fax: None

Customer
Malchus, JR 5381 Trussville Clay Road Trussville, AL 35173 2052293198 jmalchus@Trussville.org

Company Representative
Travis Loyd (205) 600-4763 travis@abideroof.com

Description	Quantity	Price
ROOFING		
Duro-Last Silicone Coating * Clean off entire roof surface from dirt and debris. * Spray Roof Cleaner on entire surface to get rid of any contaminants. * Pressure Wash Membrane roofing system to remove any debris and leftover Roof Cleaner. * Install Silicone Sealant with reinforcement along all seams, details, fasteners and penetrations and curbs. * Install 100% Silicone to entire roof surface. * 10 Year NDL Warranty from Duro-Last	175.00 EA	\$68,739.18
Subtotal		\$68,739.18
Total		\$68,739.18

Grand Total: \$68,739.18

PAYMENT SCHEDULE

Full Payment Due upon Completion or Receipt of Depreciation and Supplements	68739.18
---	----------

Company Authorized Signature

Date

Customer Signature

Date

Resolution No. 2026-_____

A Resolution Authorizing the Mayor to Execute Agreements with Special Instructors in the City of Trussville Parks & Recreation Department

WHEREAS, the City of Trussville Parks and Recreation Department (“PRD”) provides programs requiring the use of special instructors for various activities, which is heavily utilized by youth participants and families; and

WHEREAS, the City deems it necessary to execute agreements with special instructors to set forth the terms of their engagement with the City; and

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

1. **Authorization to Execute Agreements:** The City Council hereby authorizes the Mayor to execute any and all existing and future agreements, including any renewals thereof, with special instructors operating under the PRD.
2. **Scope Limitation.** This resolution shall apply to any special instructor agreement where the special instructor’s compensation is paid solely from the program fees assessed to participant’s in that specific program.
3. **Ratifying Prior Agreements.** Any special instructor agreements previously entered into by the Parks and Recreation Department and executed on behalf of the City are hereby approved and ratified.
4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED THIS THE 19TH OF MARCH 2026

Jaime Melton Anderson, Council President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 19th day of March, 2026, while in regular session on Thursday, March 19, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 20th day of March 2026

Dan Weinrib MMC, City Clerk

Resolution No. 2026-

A Resolution Authorizing a Memorandum of Understanding Between the City of Trussville & Friends of the Trussville Senior Activity Center, Inc.

BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that the Mayor is hereby authorized to execute a Memorandum of Understanding (**Exhibit A**) with Friends of the Trussville Senior Activity Center, Inc., on behalf of the City of Trussville

ADOPTED AND APPROVED THIS THE 19TH OF MARCH 2026

Jaime Melton Anderson, Council President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 19th day of March, 2026, while in regular session on Thursday, March 19, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 20th day of March 2026

Dan Weinrib MMC, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRUSSVILLE, ALABAMA ("CITY") AND
FRIENDS OF THE TRUSSVILLE SENIOR ACTIVITY CENTER, INC.
("CORPORATION")

1. Purpose

This Memorandum of Understanding ("MOU") defines the relationship between the City and the Corporation to ensure proper coordination in raising, managing, and applying charitable contributions for the benefit of the Trussville Senior Activity Center ("TSAC").

2. Status of Parties

2.1 The City owns and operates TSAC, providing facilities, staffing, programming, and maintenance.

2.2 The Corporation is an independent Alabama nonprofit corporation that is intended to be recognized as tax-exempt under Section 501(c)(3) at the time of the execution of this MOU. The purpose of the Corporation is to provide financial and volunteer support to the TASC. It is not an agency, arm, or instrumentality of the City.

2.3 The purpose of this MOU is to define the roles and responsibilities of the Parties in their joint effort to maintain the mission and activities carried out by the TSAC to the senior community in the City of Trussville. This MOU does not create a partnership, joint venture, employment relationship, or shared governance structure between the Parties.

3. Roles and Responsibilities of the Parties.

3.1 City of Trussville

- Operates and maintains TSAC.
- Provides staff, supervision, programming, and facility oversight.
- Coordinates with the Corporation on funding priorities and expenditure needs.

3.2 Corporation

- Solicits, receives, manages, and disburses charitable funds exclusively for TSAC's benefit.
- Maintains full, independent control of all Corporation funds and accounts. No City employee shall have access to or authority over Corporation financial accounts.
- Ensures donor restrictions are followed and supports expenditures consistent with its charitable purpose.

4. Independence and Governance

4.1 The Corporation is governed solely by its Board of Directors.

4.2 The City has no authority to appoint, remove, direct, or control Board members.

4.3 The Center Director, or the Center Director's representative ("Liaison"), shall serve as a non-

voting liaison to ensure consistent communication between the City and the Corporation. The Liaison may not vote, make direct decisions, or attend executive sessions unless invited by the Board. Any approvals required from the City shall be submitted in writing to the Liaison along with any supporting documentation. Notice of approval or disapproval shall be provided by the Liaison or the Mayor.

5. Use and Control of Funds

5.1 All donations, grants, and bequests received and held by the Corporation shall be retained by the Corporation in the Corporation's accounts and shall retain their character as private charitable funds and shall not be considered public funds until they are placed in the possession and control of the City.

5.2 Direct Purchases. The Corporation may make direct purchases of expendable items, event supplies, furnishings, equipment, or services that do not require permits, create ongoing maintenance duties, require insurance by the City, create future liability for either Party, or that would require compliance with the Competitive Bid Law or Public Works Law of the State of Alabama.

5.3 Restricted Expenditures. Any expenditure that involves maintenance, installation, insurance, staffing, construction, upgrades, permits, or would require compliance with the Competitive Bid Law or Public Works Law of the State of Alabama shall be jointly reviewed and agreed upon in advance by the Parties. The Corporation shall be contractually bound for the payment of such expenditures prior to the initiation of the obligation of any third party to provide goods or services to the City or the TSAC.

5.4 In the event funds received by the Corporation are subject to donor restrictions, the Corporation will be solely responsible for ensuring the use and payment of those funds are in compliance with donor requirements.

6. Requests and Approvals

6.1 TSAC staff may submit written funding requests to the Corporation using a standardized request form describing purpose, budget, and timeline ("Request"). The Request shall be provided to the Liaison and submitted to the Board at its next general or special called meeting.

6.2 The Corporation's Board shall review each Request and approve or decline each Request in its sole and absolute discretion.

6.3 Ownership of equipment or property purchased for TSAC transfers to the City upon delivery and acceptance by the City.

7. Public Communications and Use of Name

7.1 The Corporation may use "Trussville Senior Activity Center" only to identify its charitable purpose.

7.2 Fundraising materials must clearly identify the Corporation as the organization soliciting funds and state that donations are not made to or deductible in the name of the City.

7.3 Press releases, signage, or recognition displays require mutual approval of the Parties.

8. Insurance and Liability

8.1 The Corporation shall maintain general liability and D&O coverage and shall name the City as an additional insured for Corporation-sponsored events on City property. In the event the City is provided notice the Corporation no longer has insurance coverage in an amount acceptable to the City, the City may suspend the provisions of this MOU until such time as the Corporation has provided proof of coverage.

8.2 The Corporation shall coordinate with the City for all events at TSAC sponsored by the Corporation to ensure proper insurance and event coordination.

8.3 Each party is responsible for its own acts and omissions and agrees to indemnify and hold the other harmless to the extent permitted by Alabama law.

9. Non-Discrimination

Both parties agree that no person shall be denied participation in or refused benefits of programs or activities of the TSAC based on any legally protected characteristic under state or federal law.

10. Term and Termination

10.1 This MOU shall remain in effect for three (3) years from the effective date and shall automatically renew for additional three (3) year terms unless terminated in accordance with Section 10.2.

10.2 Either party may terminate with thirty (30) days' written notice.

11. Entire Agreement

This document is the full agreement between the Parties and supersedes any prior understandings or agreements. Amendments must be in writing and signed by both Parties.

Signatures

City of Trussville, Alabama

By: _____ Name/Title: _____

Dated: _____

Friends of the Trussville Senior Activity Center, Inc.

By: _____ Name/Title: _____

Dated: _____