

CITY OF TRUSSVILLE
CITY COUNCIL AGENDA WORKSHOP PRIOR TO REGULAR SESSION
SEPTEMBER 8, 2026

Discussion – 220 Snake Hill Road (Johnny Amari); Prospective Moratorium on Residential Demolitions within the Cahaba Project (Councilor Horton)

- I. Call to Order
- II. Prayer – _____
- III. Pledge – _____
- IV. Roll Call
- V. Minutes – August 25 agenda workshop & regular session
- VI. Approve Consent Agenda & Regular Agenda

Consent Agenda

- *Appoint Adam Russell to the Active Transportation Committee, succeeding J.T. Murphy, with term ending December 31, 2027*
- *Accept the resignation of Natalie Spott from the Active Transportation Committee*
- *Appoint Luke Searcey to the Active Transportation Committee, succeeding Natalie Spott, with term ending December 31, 2029*
- *Declare Various Public Works Assets as Surplus*

- VII. Public Comment (up to 3 minutes each)

- VIII. Regular Agenda

- Proclamation Honoring Captain Gary M. Rose, United States Army (Retired)
- Proclamation Commemorating September 11 as Day of Remembrance
- Introduction of the Proposed FY2027 Budget
- Public Hearing Regarding Proposed Rezoning of Properties on Alabama Boulevard & Anniston Avenue
- Ordinance to Rezone the Properties Located at 604-612 Alabama Boulevard & 611-617-619 Anniston Avenue to R-2 (Single Family) with Stipulations from R-6 (Mobile Home Residential)
- Public Hearing Regarding a Proposed Vacation of Recorded Sewer Rights of Way Easement
- Resolution to Vacate Recorded Sewer Rights of Way Easement
- Resolution to Approve Easement Agreement with BRE Main Street LLC
- Resolution to Approve Agreement Regarding Project Work with BRE Main Street LLC
- Resolution to Approve License Agreement with BRE Main Street LLC

- 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

- d. Farr – Library, IDA, Parks & Recreation, Chamber, Public Works, Senior Citizens
- e. Anderson – Finance, Cemetery, Beautification, BOE, Leadership Trussville
- f. Mayor – Administration

- X. Audience (2 minutes each)
- XI. Adjourn
- XII. Briefings

CITY OF TRUSSVILLE MINUTES

AUGUST 25, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Tuesday, August 25, 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 City Clerk 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 reviewed the proposed regular agenda, which originally had a proclamation and two ordinances for consideration. Industrial Development Authority Chairwoman Lisa Bright Mayor answered Councilor Miller's question about an appraisal on the former Gold Kist chicken plant property, as well as the availability of the related sales agreement with the purchaser. Weinrib confirmed that he had circulated it to the councilors & uploaded it to the city website earlier that day. Mayor Short confirmed that the only change to the updated agreement was removal of all references to escrow, which is not a material change to the offer. Mayor Short then asked the council to add to the agenda a resolution (**Resolution No. 2026-55**) authorizing him to make the vacant city-owned property located at 171 Will Street available to interested buyers. The councilors agreed after he explained its history. The city had acquired it for the Loop Road Project. Milam & Company had used it for staging. Now that the project is over, the City no longer needs the remaining lot. Councilor Horton then broached the topic of a temporary moratorium on new mini warehouses/storage units, following the most recent Design Review meeting. Discussion ensued. The councilors agreed to add a temporary moratorium resolution (**Resolution No. 2026-56**) as a consent agenda item and requested the city clerk draft it prior to the regular session. President Anderson reminded her colleagues of the Committee of the Whole meeting set for August 28 at 8:30 am, to discuss their own orders of procedure, including for appointing school board members.

Councilor Miller asked the city clerk whether he updated the public agenda packet with the Milam purchase offer. The clerk answered yes, he had.

With nothing left to review, President Anderson adjourned the workshop at 5:46 pm.

AUGUST 25, 2026 REGULAR SESSION

The City Council met in **regular session** on **Tuesday, August 11, 2026**, at 6:02 pm. Council President Jaime Melton Anderson presided over the meeting and City Clerk 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

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

President Anderson introduced the minutes from the previous council meeting. Councilor Jackson moved & Councilor Miller seconded the motion to approve the minutes, as submitted. **UNANIMOUS**

President Anderson then introduced the one-item consent agenda, which was the temporary moratorium on mini warehouses/storage facilities. Councilor Horton made a motion to amend the consent agenda item to add car wash establishments to the temporary moratorium. Councilors Farr & Miller seconded the amending motion. **UNANIMOUS** Councilor Miller then moved & Councilor Horton seconded the motion to approve the consent agenda itself. **UNANIMOUS**

President Anderson then introduced the regular agenda. Councilor Farr moved & Councilor Jackson seconded the motion to approve the regular agenda. **UNANIMOUS**

There were no public comments.

Under the regular agenda, Councilor Horton introduced a proclamation honoring Jenna Polk Jones for her work on the Tree Commission. After five years of dedicated volunteering, she resigned. **He moved & Councilors Jackson & Miller jointly seconded the motion. UNANIMOUS** Mayor Short and councilors took turns praising her & thanking her. After a brief recess for group pictures, President Anderson resumed the meeting.

Next, Councilor Jackson introduced a proposed ordinance to declare two acres of city-owned property located at 150 Watterson Parkway surplus, then authorize a purchase-&-sale agreement with Actus Development, LLC. **He moved & Councilor Farr seconded the motion for approval.** During discussion, Councilor Miller expressed his opposition because he wanted an appraisal. Councilor Horton commented, expressing his support. **Upon roll call, 4-1 APPROVED (Miller dissenting) Ordinance No. 2026-025-ADM**

Next Councilor Farr introduced a proposed ordinance to declare certain IDA property surplus & subsequently approve an agreement with B4 Development, LLC. **She moved & Councilor Farr seconded the motion for approval.** During discussion, Councilor Miller stated his preference to table the matter, since he wanted to give citizens time to review the buyer's terms of purchase. President Anderson asked the city clerk for Roberts rules guidance. Weinrib advised that Councilor Miller could move to table as an amending motion; however, it requires a second from another councilor. When she offered, **Councilor Miller moved to table the ordinance. Since nobody seconded, his motion died.** During discussion, Mayor Short pointed out that the public did have advanced notice of the offer and that the change removing references to escrow is immaterial to the terms. Councilor Miller disagreed with the mayor's statement. When Mayor Short posed the question to the city clerk, Weinrib said he would have to check when he did. **Upon roll call, 4-1 APPROVED (Miller dissenting) Ordinance No. 2026-026-ADM**

Next, Councilor Miller introduced a proposed resolution authorizing Mayor Short to make the city-owned property located at 171 Will Street available for sale. Mayor Short would then report back to the city council for its consideration. **He moved & Councilor Farr seconded the motion for approval. UNANIMOUS Resolution No. 2026-55**

Next, Finance Director Joseph Calvert gave his monthly briefing on the City's budget performance through July. In sum, the City continues to stay ahead of revenue estimates while keeping expenses under control. Over the month of July, the City ran an operational deficit of \$1.1 million; original estimates had the July deficit at \$1.4 million. Monthly & annual sales tax revenues remain ahead of initial projections. Year-to-date, the City is \$1 million ahead of its FY2025 actuals. Assuming the City can maintain its numbers through September, Calvert stated, the City could finish the year with a \$3.1 million surplus & increase its fund balance to \$12.1 million, up from approximately \$9 million.

During committee reports, Councilor Horton once again thanked Jenna Paul Jones for her service. He gave generous praise. He then explained the existence of & purpose behind cisterns in the Utility Board's campus on Main Street, which is under renovation. For Public Safety, he admonished the public to slow down, put down their cell phones and share the road with others. There had been incidents involving motorists and cyclists. Most notably, a Mountain Brook resident riding his bicycle on Crestwood Boulevard in Irondale died from injuries sustained from a collision with a motorist. Also, Design Review approved new signs for the incoming Culver's restaurant & Home-2-Suites hotel.

Councilor Jackson reported that the Redevelopment Authority met to discuss a prospective connector in Quad 1 to the future citywide pedestrian greenways system, a project championed by Active Transportation. Also, Redevelopment is recruiting downtown businesses for the annual Christmas lights glow-up.

Councilor Miller deferred his reports. He mentioned Historical Committee Chairman and local author Gary Lloyd's Deep Roots and Hidden Stories event at Ferus Artisan Ales.

Councilor Farr promoted the fifth annual Friends of the Library 5k run on October 10. The public can register online. Also, the Seniors Center is having its 27th anniversary celebratory luncheon on August 27. Also, Parks & Recreation is hosting a corn hole contest between the Irondale & Trussville police departments. It's a fundraiser for Spina Bifida, occurring at the Civic Center. Also, the Chamber of Commerce's annual Mayor's Prayer Breakfast on August 14 was well attended. At its September 17 luncheon, Chamber members will learn how technology is helping keep the community safe. She praised Public Works & Director Justin Ferguson for their ongoing work throughout the city.

Councilor Anderson reported that Leadership Trussville Class 5 had a successful kick-off event at Maple Avenue Coffee House. Alumni from the previous classes also attended. Their next event will be an overnight retreat. Also, she promoted the 1-0 Huskies' upcoming home opener against Hillcrest. The Huskies Hall of Fame will welcome its newest class of honorees, including David Dobbs – of blessed memory -- & wife Anita Dobbs, that evening at Husky Stadium.

Mayor Short told the public he would soon get the proposed FY2027 budget to the council for its consideration over September. He warned the community that Police will give out citations for irresponsible driving, following a recent incident an underaged golf cart operator. He thanked the Chamber for the successful Prayer Breakfast. He also mentioned that despite a lightning strike, most lights at the City soccer fields are functioning.

There were no audience comments. With nothing left on the agenda. President Anderson adjourned the meeting at 6:36 pm.

Respectfully submitted,



Dan Weinrib MMC
City Clerk

DRAFT

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 property owners **Alison & Huey D. Jennings Jr.**, the following properties, formerly zoned **R-6 (Mobile Home Residential)**, will hereby be rezoned **R-2 (Single Family Residential)**, with the stipulation prohibiting any replacement mobile or manufactured homes for the two already on the premises:

Parcel #	Site Address
24-00-03-1-004-001.000.RR	611 Anniston Ave.
24-00-03-1-004-002.000.RR	617 Anniston Ave.
24-00-03-1-004-003.000.RR	619 Anniston Ave.
24-00-03-1-004-007.000.RR	612 Alabama Blvd.
24-00-03-1-004-008.000.RR	604 Alabama Blvd.

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 not withstanding such holding.

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

ADOPTED AND APPROVED THIS THE 8TH OF SEPTEMBER 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 foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 8th day of September 2026.

The above and foregoing ordinance was published on the 9th day of September 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 9th day of September 2026

Dan Weinrib MMC, City Clerk

PARCEL #: 24 00 03 1 004 001.000
OWNER: JENNINGS HUEY D JR
ADDRESS: 612 ALABAMA BLVD BIRMINGHAM AL 35173
LOCATION: 611 ANNISTON AVE BHAM AL 35173

Baths: **0.0** H/C Sqft: **0**
06-032.0 Bed Rooms: **0** Land Sch: **L1**
Land: **7,600** Imp: **0** Total: **7,600**
Acres: **0.000** Sales Info: **11/26/2019 \$7,000**

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

Tax Year : 2026 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	910 UNDEV. & UNUSED LAND	0	0	\$7,600.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: QUEENSTOWN
SUB DIVISON2:

MAP BOOK: 7 PAGE: 72
MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 44
PRIMARY LOT: 15

SECONDARY BLOCK: 0
SECONDARY LOT: 0

METES AND BOUNDS: LOT 15 BLK 44 QUEENSTOWN

SALES INFORMATION

11/26/2019 \$7,000.00 2 **BOOK:**2019 **PAGE:**131838 Land & Building JENNINGS HUEY D JR

PARCEL #: 24 00 03 1 004 002.000
OWNER: JENNINGS HUEY DILLARD JR & ALISON
ADDRESS: 612 ALABAMA BLVD TRUSSVILLE AL 35173
LOCATION: 617 ANNISTON AVE BHAM AL 35173

06-032.0 Baths: **0.0** H/C Sqft: **0**
Land: **2,100** Bed Rooms: **0** Land Sch: **L1**
Acres: **0.000** Imp: **0** Total: **2,100**
Sales Info: **\$0**

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

Tax Year : 2026 ▼

SUMMARY **LAND** BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	910 UNDEV. & UNUSED LAND	0	0	\$2,100.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: QUEENSTOWN MAP BOOK: 7 PAGE: 72
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 44 SECONDARY BLOCK: 0
PRIMARY LOT: 16 SECONDARY LOT: 0

METES AND BOUNDS: LOT 16 BLK 44 QUEENSTOWN

SALES INFORMATION

No Sales Information on Record

PARCEL #: 24 00 03 1 004 003.000
OWNER: JENNINGS HUEY DILLARD JR & ALISON
ADDRESS: 612 ALABAMA BLVD TRUSSVILLE AL 35173
LOCATION: 619 ANNISTON AVE BHAM AL 35173

06-032.0 Baths: **0.0** H/C Sqft: **0**
Land: **4,300** Bed Rooms: **0** Land Sch: **L1**
Acres: **0.000** Imp: **0** Total: **4,300**
Sales Info: **\$0**

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

Tax Year : 2026 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	910 UNDEV. & UNUSED LAND	0	0	\$4,300.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: QUEENSTOWN MAP BOOK: 7 PAGE: 72
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 44 SECONDARY BLOCK: 0
PRIMARY LOT: 17 SECONDARY LOT: 0

METES AND BOUNDS: LOTS 17 & 18 BLK 44 QUEENSTOWN QUEENSTOWN

SALES INFORMATION

No Sales Information on Record

PARCEL #: 24 00 03 1 004 007.000
OWNER: JENNINGS HUEY DILLARD JR & ALISON
ADDRESS: 612 ALABAMA BLVD TRUSSVILLE AL 35173
LOCATION: 612 ALABAMA BLVD BHAM AL 35173

[MANFHOME-NONE]
06-032.0
Land: **38,300**
Acres: **0.000**
Baths: **0.0**
Bed Rooms: **0**
Imp: **57,800**
Sales Info: **10/27/2012**
\$65,700
H/C Sqft: **0**
Land Sch: **L1**
Total: **96,100**

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

Tax Year : 2026 ▼

LAND COMPUTATION

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	140 MOBILE HOME LOT - SINGLE	0	0	\$38,300.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: QUEENSTOWN
SUB DIVISON2:

MAP BOOK: 7 PAGE: 72
MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 44
PRIMARY LOT: 5-9

SECONDARY BLOCK: 0
SECONDARY LOT: 0

METES AND BOUNDS: LOTS 5 THRU 9 BLK 44 QUEENSTOWN

SALES INFORMATION

10/27/2012 \$65,700.00 1 **BOOK:**201219 **PAGE:**5696 Land & Building JENNINGS HUEY DILLARD JR & ALISON

PARCEL #: 24 00 03 1 004 008.000
OWNER: JENNINGS HUEY D JR &
ADDRESS: 604 ALABAMA BLVD TRUSSVILLE AL 35173-1980
LOCATION: 604 ALABAMA BLVD BHAM AL 35173

[**MANFHOME-NONE**] Baths: **0.0** H/C Sqft: **0**
06-032.0 Bed Rooms: **0** Land Sch: **L1**
Land: **42,900** Imp: **55,300** Total: **98,200**
Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2026 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	140 MOBILE HOME LOT - SINGLE	0	0	\$42,900.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: QUEENSTOWN MAP BOOK: 7 PAGE: 72
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 44 SECONDARY BLOCK: 0
PRIMARY LOT: 10& SECONDARY LOT: 0

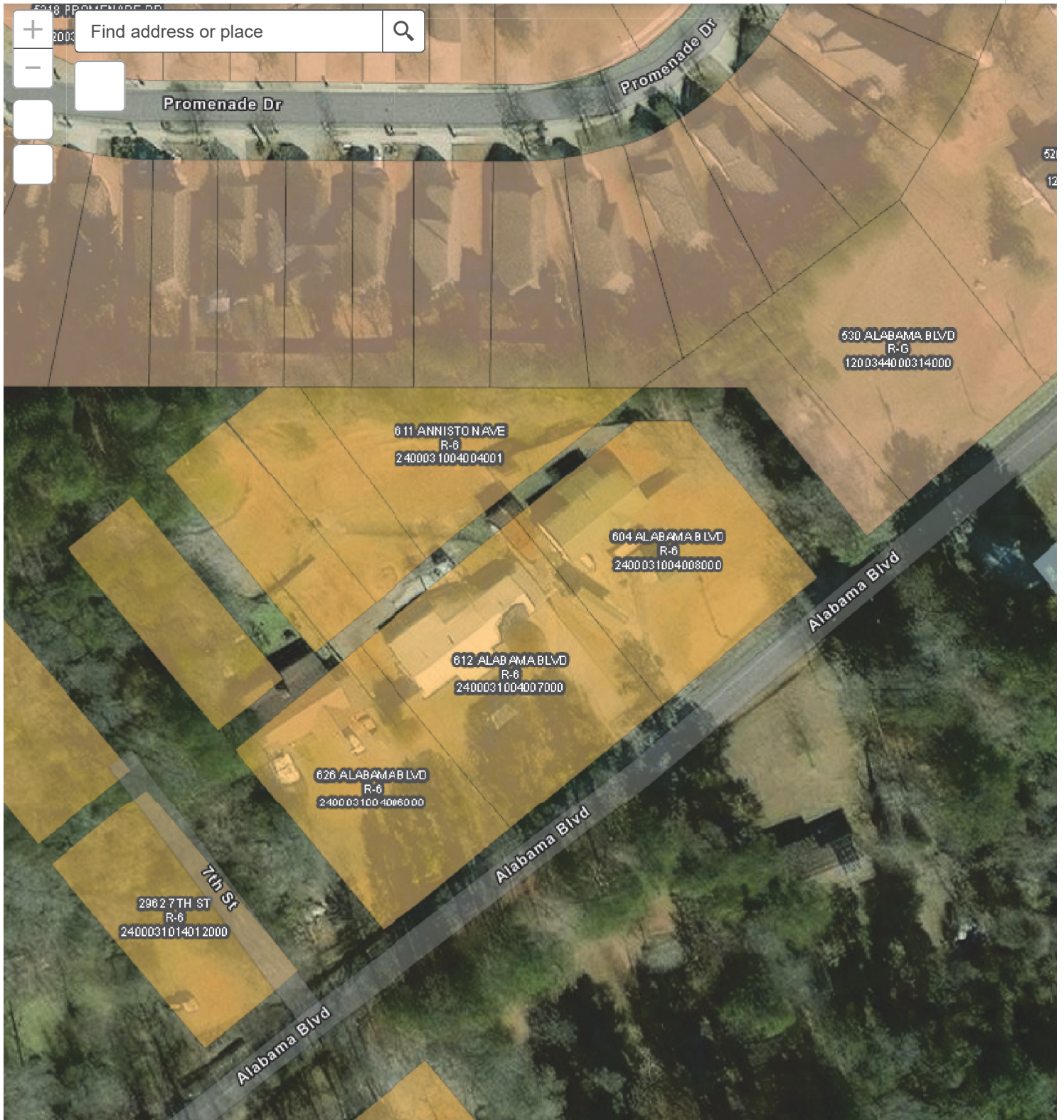
METES AND BOUNDS: LOTS 10 THRU 14 BLK 44 QUEENSTOWN

SALES INFORMATION

No Sales Information on Record



Trussville Zoning Map



100ft

-86.622 33.591 Degrees

Resolution No. 2026-_____

A Resolution Approving the Vacation of a Recorded Sewer Easements

BE IT RESOLVED BY THE CITY COUNCIL OF TRUSSVILLE, ALABAMA in regular session that the vacation of sewer easements associated with the following documents (Exhibit A):

Deed Book 5610	Deed Page 146
Deed Book 5610	Deed Page 150
Deed Book 5610	Deed Page 166

in the office of Jefferson County Probate Court is assented to and approved pursuant to the provisions of *Alabama Code (1975) Section 23-4-20*. This vacation is hereby enacted immediately upon adoption of this Resolution adopted by the City. A copy of the petition filed with Jefferson County is attached as **Exhibit B**.

BE IT FURTHER RESOLVED that the City Clerk or designated representative shall record this resolution in the Office of Jefferson County Probate Judge upon enactment.

ADOPTED AND APPROVED THIS THE 8TH OF SEPTEMBER 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 8th day of September, 2026, while in regular session on Tuesday, September 8, 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 9th day of September, 2026

Dan Weinrib MMC, City Clerk

Original is in 2-23870 -

5610-146

STATE OF ALABAMA

JEFFERSON COUNTY

Know all men by these presents, that, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned grantor in hand paid by the Town of Tusculum, Alabama, the receipt whereof is hereby acknowledged by the said grantor, C. E. Boundary, Jr., and wife, Bertha, of legal age and sound mind and convey unto the said Town of Tusculum, Alabama, as shown and along and across a strip of ground for the purpose of constructing and setting replacing and repairing a sanitary sewer line, the said strip of ground being five (5) feet on each side of the center line thereof and to be in the Town of Tusculum, Alabama, Jefferson County, Alabama, described as follows:

Beginning at a point on the east boundary line of Parcel No. 12-194-1 (being also the east boundary line of Parcel No. 12-194-2) and going being 310 feet south from the corner of said Parcel No. 12-194-1) thence running in a westerly direction for a distance of 66 feet to a point located 310 feet west of the east boundary line of U. S. Highway 11, and then along the west side of the sewer line and of the easement thereof.

TO HAVE AND TO HOLD unto the Town of Tusculum, Alabama, a Corporation, its successors and assigns, for the purpose herein stated with right of ingress and egress of persons and things.

Given under the hand and seal of the said grantor, C. E. Boundary, Jr., and wife, Bertha, this 30th day of April, 1955.

Witness my hand and seal this 30th day of April, 1955.

C. E. Boundary, Jr.

Bertha

Notary Public for Alabama

John W. Hanner

4-30-55

5610-147

STATE OF ALABAMA

JEFFERSON COUNTY

I, W. H. North, County Clerk of said
Jefferson County in said State, hereby certify that O. E. Smith, Jr. and
Wm. B. K. Kinnison Remittors whose names are signed to the
foregoing conveyance and who are known to me, acknowledged before me on this
date that, being informed of the contents of the conveyance, they executed
the same voluntarily on the day the same bears date.

Given under my hand this 17 day of May, 1924

W. H. North
County Clerk

STATE OF ALABAMA
RECORDS AND DEEDS
FILED
5610-146
APR 31 8 23 AM '24
RECORDED
J. C. HARRIS
CLERK

DEED 5610P150

STATE OF ALABAMA }
JEFFERSON COUNTY }

KNOW ALL MEN BY THESE PRESENTS, That, for and in consideration of one dollar (\$1.00) and other good and valuable considerations to the undersigned grantor in hand paid by the Town of Trussville, Alabama, a Municipal Corporation, the receipt whereof is hereby acknowledged, I the said grantor, Mrs. Lee Morrison, a widow, do hereby grant, bargain, sell and convey unto the said Town of Trussville, Alabama, an easement over, along and across a strip of ground for the purpose of constructing, maintaining, replacing and repairing a sanitary sewer line, the said strip of ground being five (5) feet on each side of the center line thereof situated in the Town of Trussville, Jefferson County, Alabama, described as follows:

Beginning at a point on the east boundary line of Parcel known as Tax unit No. A2-1932 (being also the west boundary line of Parcel known as Tax Unit No. A2-1910-6), said point being 311 feet south from the northeast corner of said Parcel No. A2-1932; thence running in a westerly direction, crossing Parcel No. A2-1932 for a distance of 77.5 feet more or less to a point on the west boundary line of said Parcel No. A2-1932 (being also the east boundary line of Parcel known as Tax Unit No. A2-1933-1), said point being 311 feet south from the northwest corner of said Parcel No. A2-1932.

TO HAVE AND TO HOLD unto Town of Trussville, Alabama, a Municipal Corporation, its successors and assigns, for the purposes aforesaid, together with rights of ingress and egress as hereafter stated.

There is also hereby granted to grantee all reasonably necessary rights of ingress and egress to and from said strip of ground for the purpose of construction, maintenance, replacement and repair of a sanitary sewer line thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 day of May, 1955.

STATE OF ALABAMA
JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax has been collected on this instrument SEAL

Henry W. Hannon
Judge of Probate

"NO TAX COLLECTED"

SUP 3 of 15 26-16-160

DEED 5610P166

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned grantors in hand paid by the Town of Trussville, Alabama, a Municipal Corporation, the receipt whereof is hereby acknowledged, we the said grantors, Gerald L. Wheeler and wife, Mary Stenson Wheeler, do hereby grant, bargain, sell and convey unto the said Town of Trussville, Alabama, an easement over, along and across a strip of ground for the purpose of constructing, maintaining, replacing and repairing a sanitary sewer line, the said strip of ground being five (5) feet on each side of the center line thereof situated in the Town of Trussville, Jefferson County, Alabama, described as follows:

Beginning at a point on the east boundary line of parcel known as Tax Unit No. A2-1933-1 (being also the west boundary line of parcel known as Tax Unit No. A2-1932), said point being 311 feet south of the northeast corner of said parcel No. A2-1933-1; thence running in a westerly direction for a distance of 232.5 feet more or less crossing parcels known as Tax Units No. A2-1933-1 and No. A2-1933-2 to a point on the west boundary line of said parcel No. A2-1933-2 (being also the east boundary line of parcel known as No. A2-1934-1), said point being 311 feet south of the north west corner of parcel No. A2-1933-2.

TO HAVE AND TO HOLD unto Town of Trussville, Alabama, a Municipal Corporation, its successors and assigns, for the purposes aforesaid, together with rights of ingress and egress as hereafter stated.

There is also hereby granted to grantee all reasonably necessary rights of ingress and egress to and from said strip of ground for the purpose of the construction, maintenance, replacement and repair of a sanitary sewer line thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of May, 1955.

G. L. Wheeler (SEAL)
Mary Stenson Wheeler (SEAL)

Sep 3 with NE, 26-14-1W

Ed. Brown

ms

Resolution No. 2026-

**A Resolution Authorizing the Mayor to Sign an Agreement
Regarding Project Work with BRE Main Street, LLC**

BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that Mayor Short is hereby authorized to sign an Agreement Regarding Project Work (**Exhibit A**) with BRE Main Street LLC.

ADOPTED AND APPROVED THIS THE 8TH OF SEPTEMBER 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 8th day of September, 2026, while in regular session on Tuesday, September 8, 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 9th day of September, 2026

Dan Weinrib MMC, City Clerk

AGREEMENT REGARDING PROJECT WORK

THIS AGREEMENT REGARDING PROJECT WORK (this “Agreement”) is made and entered into this the _____ day of _____, 2025 (the “Effective Date”), by and between **CITY OF TRUSSVILLE, ALABAMA** (the “City”), and **BRE MAIN STREET, LLC**, an Alabama limited liability company (the “Developer”).

The Effective Date of this Agreement, for purposes of calculating any time periods set forth in this Agreement, which date will be inserted in the first paragraph above when determined, shall be deemed to be the date the last party hereto executes a counterpart previously signed by the other party and returns a copy to the original executing party.

1. **PROJECT**: Developer is under contract to purchase and develop that certain real property shown on the attached Exhibit A upon which it intends to construct and develop a commercial retail project (“Project”). In connection with such Project, the Planning Commission of the City approved the preliminary plat attached hereto as Exhibit B (“Preliminary Plat”), which such plat contemplates that Developer will make certain improvements to Kenimer Avenue as shown on the Preliminary Plat (“Kenimer Avenue Improvements”) that will require that Developer dedicate portions of the Property and cause portions of property owned by adjacent owners to be dedicated to the City to complete such improvements to Kenimer (such dedicated properties, hereinafter referred to as the “Dedicated Properties”). In consideration of the work Developer will do to improve and extend Kenimer Avenue and the dedication of the portions of the Property, the City has agreed to convey to Developer that certain parcel shown on shown on Exhibit C attached hereto as the “Sign Parcel”, as and when set forth below.

2. **PROPERTY CONVEYANCE**:

(a) After completion of the Kenimer Avenue Improvements and recording of the final plat that creates the applicable lots shown on the Preliminary Plat, Developer will dedicate or cause to be dedicated to the City the Dedicated Properties shown on Exhibit C attached hereto. The City acknowledges and agrees that Developer has an agreement with the owners of the adjacent tracts that are not a part of the Property to dedicate the portions of the Dedicated Properties and will coordinate such efforts directly with such owners to complete the dedications. Simultaneously with the dedication of the Dedicated Properties, the City will convey the Sign Parcel to Developer for no additional consideration.

(b) Notwithstanding the foregoing, the City grants to Developer a perpetual easement to erect and install its Project monument sign within the Sign Parcel and to prepare such parcel prior to installation as needed, including without limitation, placement of utilities in the Sign Parcel area to support the sign and creating a pad ready site for installation, at Developer’s expense. The City acknowledges that the sign must be erected no later than twelve weeks from Developer’s estimated date of completion of construction of the Project. Upon the City’s conveyance of the Sign Parcel to Developer, the foregoing easement will be terminated. If requested by Developer, the City will enter into a separate written easement agreement to be recorded to memorialize the easements set forth herein, subject to the City’s review and consent to its terms.

(c) The conveyance of the Sign Parcel shall be statutory warranty deed and the City shall provide an owner's affidavit with such conveyance. Developer shall be responsible for all recording fees and other transfer taxes owed on such conveyance.

3. **NOTICES:** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States certified mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (e.g., FedEx), or (iv) sent by facsimile or email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States certified mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), on the day sent by email (if sent by email, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail unless the other party confirms receipt and that no other copy is required). Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given or because of an incomplete or incorrect address provided hereunder shall be deemed to be receipt of the notice, request, or other communication. The attorneys for any party hereto may send and receive notices hereunder on such party's behalf. If a notice address or any part thereof is left blank, the parties may use an address and related information it determines to be a proper address for purposes of this Agreement. If a party learns of any delay in delivery from a carrier, it shall promptly notify the other party hereto by email or phone call and provide an electronic copy of the delivery via email.

5. **MISCELLANEOUS:** If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter. The parties shall take such actions and execute such documents as each may reasonably request, to carry out the purposes of this Agreement. All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement. As used herein, the term "business day" means any day other than a Saturday, a Sunday or a federal or State holiday. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. If a time period under this Agreement is five (5) days or less, it shall mean the specified number of days in Business Days. Time is of the essence in the execution and performance of this Agreement and of each of its provisions. This Agreement sets forth the entire agreement between the parties, merges all prior and contemporaneous agreements, understandings, warranties or representations, and may be canceled, modified or amended only as set forth herein or by a written instrument

executed by both Seller and Buyer. No waiver of any provision or condition of the contract by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. All references to Exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

6. **EXECUTION; COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and when each of the parties hereto has executed one or more of such counterparts, this Agreement shall be deemed fully executed and effective in accordance with its terms. Electronic or "pdf" signatures on this Agreement shall be valid the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement (including, without limitation, any amendments thereto) may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Each party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement (including, without limitation, any amendments thereto), including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

7. **WAIVER OF TRIAL BY JURY:** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PROPERTIES, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

THIS REAL ESTATE SALES AGREEMENT is executed by Seller and Buyer on the dates set forth below.

SELLER:

CITY OF TRUSSVILLE

By: _____

Name: _____

Its: _____

Date Executed: _____

Attest:

By: _____

Name: _____

Title: _____

Notice Address for Seller:

113 N. Chalkville Road

Trussville, AL 35173

Attn.: Mayor's Office

Phone: 205-655-7478

Fax: N/A

Email: bshort@trussville.org

With copy to:

Massey, Stotser, & Nichols PC

1780 Gadsden Highway

Birmingham, Alabama 35235

Phone: 205-838-9000

Email: rstotser@msnattorneys.com

Attention: Rick Stotser

BUYER:

BRE MAIN STREET, LLC

By: _____

Name: _____

Title: _____

Date Executed by Buyer: _____

Notice Address:

700 Montgomery Highway, Suite 186

Birmingham, Alabama 35216

Phone: 205-969-1000

Fax: 205-969-1051

Email: legal@blackwaterdevco.com

Attention: Legal Department

With copy to:

700 Montgomery Highway, Suite 186

Birmingham, Alabama 35216

Phone: 205-969-1000

Fax: 205-969-1051

Email: john@blackwaterdevco.com

Attention: John Abernathy

EXHIBIT A

Delineation of the Property

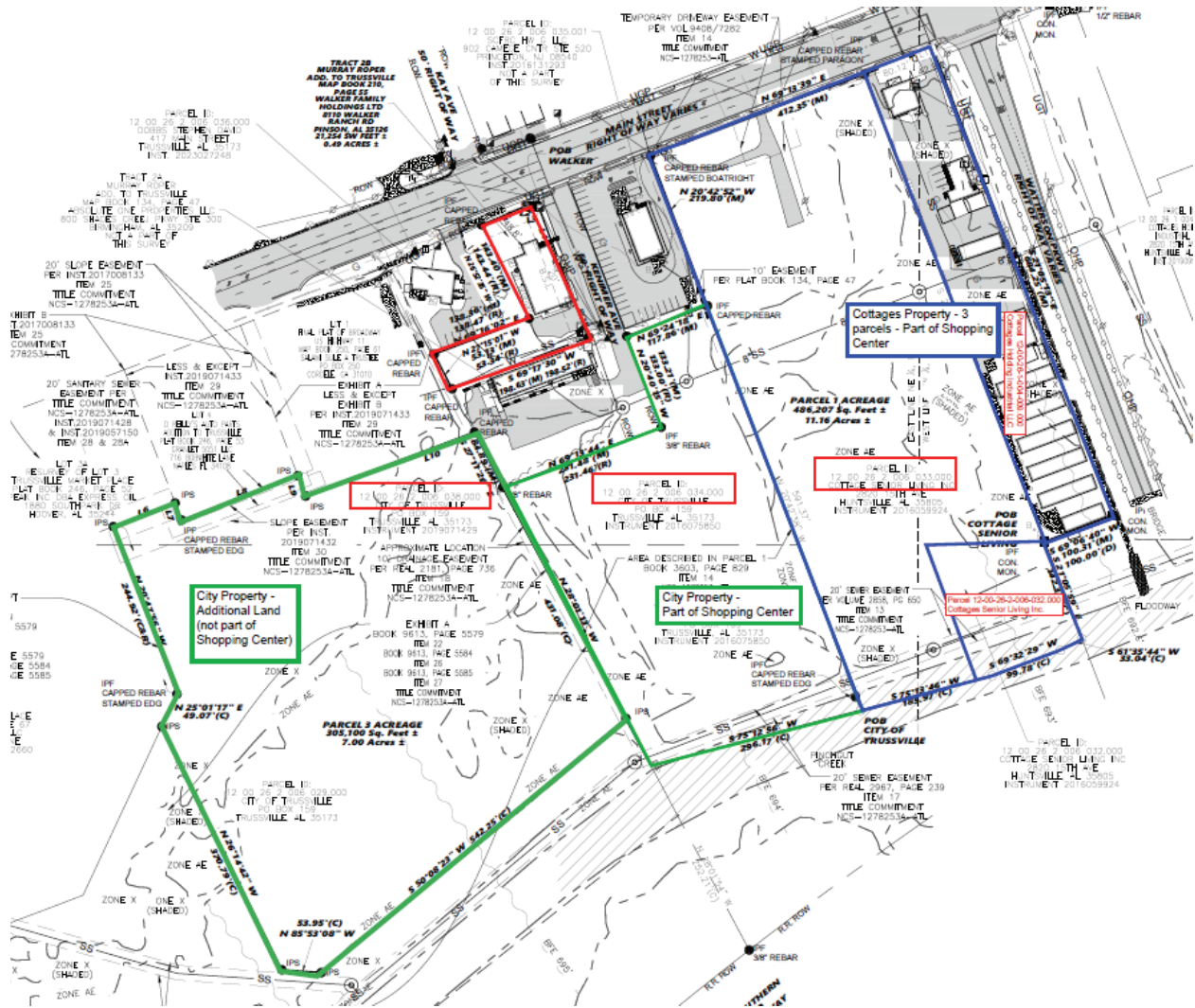


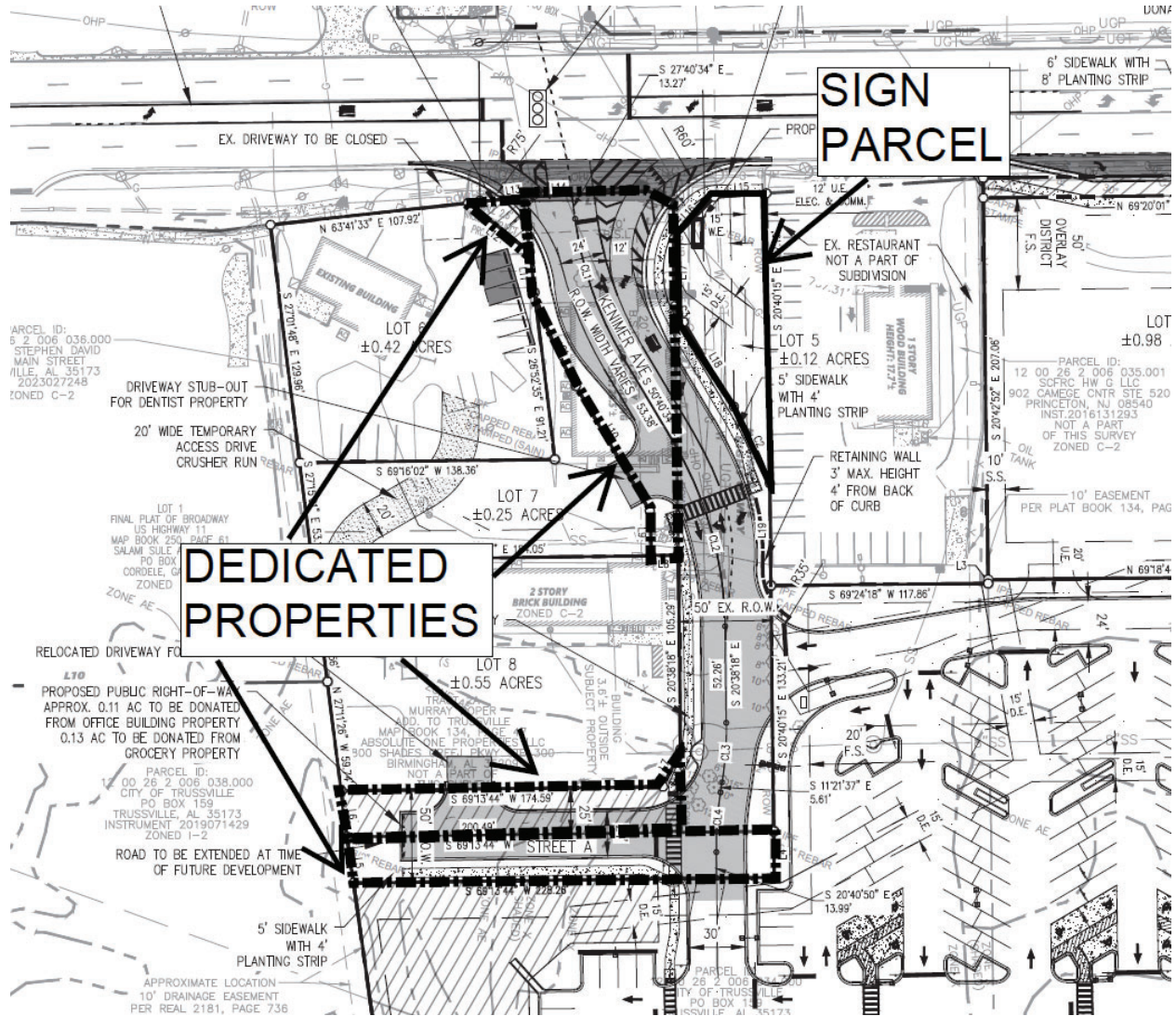
EXHIBIT B

Preliminary Plat

[Attached Hereto]

EXHIBIT C

Dedicated Properties and Sign Parcel



Resolution No. 2026-

**A Resolution Authorizing the Mayor to Sign a License Agreement
with BRE Main Street, LLC**

BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that Mayor Short is hereby authorized to sign a License Agreement (**Exhibit A**) with BRE Main Street LLC.

ADOPTED AND APPROVED THIS THE 8TH OF SEPTEMBER 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 8th day of September, 2026, while in regular session on Tuesday, September 8, 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 9th day of September, 2026

Dan Weinrib MMC, City Clerk

JEFFERSON COUNTY)
STATE OF ALABAMA)

LICENSE AGREEMENT

This **License Agreement** ("Agreement") is entered by and between **BRE Main Street, LLC** ("Developer") and **City of Trussville, Alabama** ("City"). The Developer and City may be individually referenced herein as a "Party" or collectively as "Parties." This Agreement shall become effective on the last day it is signed below by a Party (the "Effective Date").

WITNESSETH:

WHEREAS, BRE Main Street, LLC ("Developer") is under contract to purchase from the City the property described on Exhibit A attached hereto ("Developer's Property"), located adjacent to the City Property.

WHEREAS, Developer is in the process of developing a construction plan for the construction of a commercial development on the Developer's Property.

WHEREAS, in an effort to lessen the impact on surrounding highways and surface streets during the course of construction, Developer is requesting from the City a non-assignable license to construct a haul road on and transport dirt from the City's adjoining parcel to Developer's Property as described on the attached Exhibit B ("City's Property").

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The City hereby grants to Developer a license over, through and across the City's Property in the area shown on Exhibit B as for the Developer or Developer's contractors, agents, or employees to remove trees, clear and grub and construct a haul road and for access over and across the City's Property for Developer to transport dirt and materials from the City Property to Developer's Property.

2. The City and Developer agree and acknowledge that this Agreement grants a license and not any additional interest, ownership, title, permanent right, or estate in the City's Property. Further, the Developer agrees to not claim any permanent interest in the City's Property by entering into this Agreement.

3. The term of the Agreement will commence on the later of (a) September 15, 2026, or (b) the date Developer acquires Developer's Property, and shall expire on September 15, 2027 ("Term").

4. The Developer will hire a licensed and insured contractor qualified to do business in the City to do all the work set forth and will have the contractor name the City as additional insured on its commercial general liability insurance. The Developer shall provide evidence of the City being named an additional insured prior to the beginning of work on City's Property. The amount of insurance coverage shall be subject to the City's review and approval. The Developer shall be responsible for any

damage caused by the negligence or willful misconduct of Developer's employees, agents, officers, owners, customers, or clients and will promptly make all necessary repairs, replacements, additions, and improvements required by the City to ensure that the City's Property shall not in any way be diminished or impaired. Developer and Developer's contractors, agents, or employees shall remain in compliance with all City building code and permit requirements during the Term of the Agreement. Developer and Developer's contractors, agents, or employees shall obtain all necessary permits and approvals necessary to perform the work set forth herein ("Authorizations") prior to any commencement of work by Developer or Developer's contractors, agents, or employees.

5. Developer will indemnify, defend, and hold harmless the City against any liabilities resulting from Developer or Developer's contractors, agents, or employee's entry on and use of the City's Property; provided that Developer shall not be liable to the City for any acts or omissions of the City or as a result of the discovery by Developer of any pre-existing condition on the City Property. Developer shall notify the City no later than three (3) business days after Developer's discovery of a pre-existing issue on the City's Property. Developer will not cause and shall indemnify the City from any mechanic or materialmen's liens ("Lien") filed against the City Property in connection with Developer's work on the City Property. If any Liens are filed, the Developer, after receipt of a notice of the filing of a Lien, shall within thirty (30) days cause the same to be discharged by depositing adequate funds in court, issuing a bond, or otherwise taking appropriate actions that are reasonably satisfactory to the City. All duties to indemnify the City shall include, without limitation, a duty to indemnify the City for the City's attorney's fees and litigation costs incurred as a result of any action concerning Developer's use of the City's Property under the terms of this Agreement.

6. The Developer agrees that Developer's use of the City's Property shall in all regards remain in compliance with applicable federal, state and local laws, ordinances and regulations.

7. Miscellaneous Provisions.

(a) Except where allowed herein, this Agreement may not be amended or modified unless all Parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of a Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(d) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted

will be given the same force and effect as an original signature

(f) The Parties represent to each other that any approval required by its organization or other action required it to enter this Agreement have been taken, and that their undersigned representative has full authority to execute this Agreement and bind their respective organization to the obligations herein.

(g) The Developer shall not transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third party, without the prior written consent of the City, which consent shall be in the City's sole and absolute discretion.

(h) No Party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned, duly authorized representative of their respective organization.

CITY OF TRUSSVILLE, ALABAMA

Ben Short, Mayor

ATTEST:

City Clerk

[Additional signatures appear on the following pages.]

Developer:
BRE Main Street, LLC

By: _____

Its: _____

Date: _____

WITNESS:

EXHIBIT A
Developer's Property

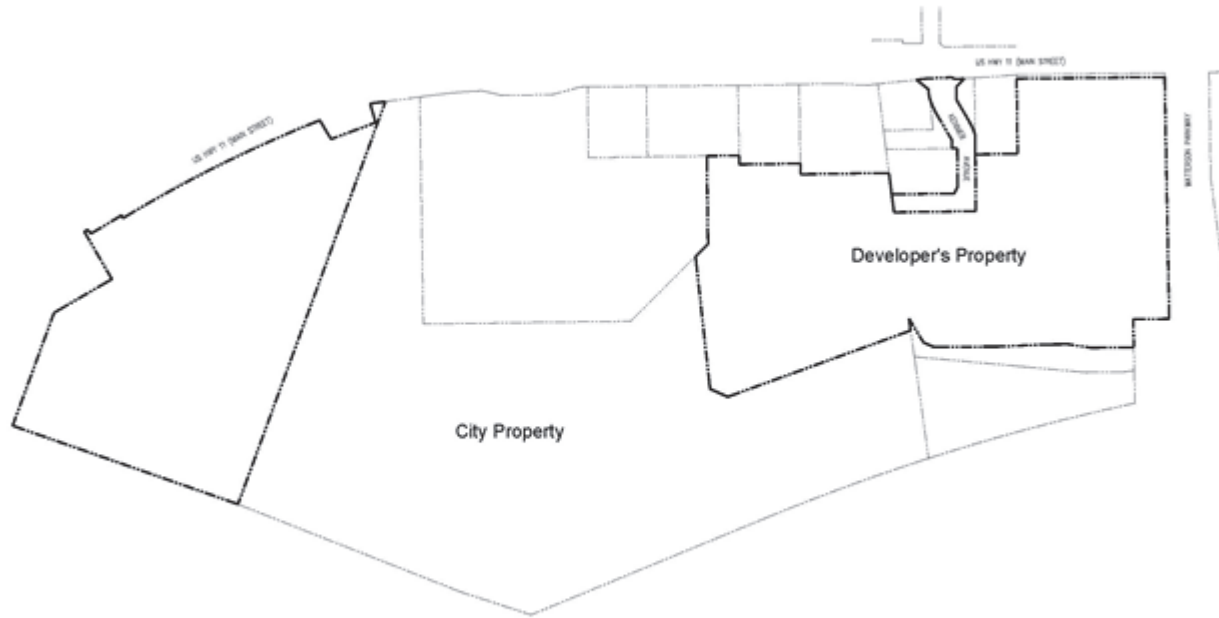


EXHIBIT B
City's Property

Parcel#: 1200262006028000

