MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF JASPER, ALABAMA, HELD OCTOBER 20, 2026

10:04 a.m. - The meeting was called to order by Presiding Officer Jenny Brown Short in the Council Chambers, City Hall, 121 17th Street West, Jasper.

Present: Presiding Officer Jenny Brown Short, Councilmembers Sam Watts and Willie Moore III, City Clerk/Administrator Kathy Chambless

Absent: Mayor Josh Gates, Councilmembers Lincoln Moody and Jennifer W. Smith

Invocation: Police Chief J.C. Poe

Pledge of Allegiance: Fire Chief Chris Uptain

Approval of Minutes:

Motion

Moved by Councilmember Watts, seconded by Councilmember Moore that the minutes of the regular meeting held October 6, 2026, be approved.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

Consider amendments to the agenda. There were no amendments.

Consider approval of the agenda.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts that the agenda be approved.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

Consider approval of an event permit for the following events: 1) Fall Festival: Requested by Northside Baptist Church for October 25, 2026, from 3:00 p.m. to 6:00 p.m. at the Courthouse Square; requested street closures include 2nd and 3rd Avenues from 18th to 20th Streets and 19th Street from 1st to 4th Avenues; 2) Worship and Prayer Night: Requested by Sweet Mercy Salon for October 30, 2026, from 6:30 p.m. to 11:00 p.m. at 89 19th St W.; 3) Festival of Lights: Requested by Hope for Women, LLC for November 30, 2026, from 5:00 p.m. to 7:00 p.m. at the Courthouse Square; requested street closures include 19th St from 2nd Ave to 3rd Ave.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts to approve an event permit for Fall Festival, Worship and Prayer Night, and Festival of Lights.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

Consider a request for permission to renew the contract for tires, tubes, and services.

Motion

Moved by Councilmember Watts, seconded by Councilmember Moore to renew the contract for tires, tubes, and services with Southern Tire Mart at the same terms for another year.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

(See following page)

RESOLUTION NO.: 2026 – 81

WHEREAS, the City Council of the City of Jasper, Alabama has previously awarded the contract for **Tires, Tubes, and Services** which contained an option to renew at the same terms,

AND, WHEREAS, the City Council of the City of Jasper, Alabama is desirous of exercising the option to renew with **Southern Tire Mart**.

NOW, THEREFORE, BE IT RESOLVED, that the contract be renewed at the same terms as previously stated for a third year.

ADOPTED THIS THE 20th DAY OF October, 2026.

ATTEST:

Consider a request for permission to send bids for the following: concrete ready mix and grease, oil, and lubricant.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts to send bids for concrete ready mix and grease, oil, and lubricant.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

Acknowledge receipt of the FY2025 audit report for the record. Presiding Officer Short stated that the audit report has been completed and is available for public inspection.

Motion

Moved by Councilmember Watts, seconded by Councilmember Moore to accept the FY2025 audit report.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

(See following pages)

CITY OF JASPER, ALABAMA
Balance Sheet
Governmental Funds
September 30, 2025

Council Meeting Minutes 10/20/2026

	General Fund	One-Cent Sales Tax	2017 Bond Improvement Fund	West Jasper CDBG	2022 GOW	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash and Investments	$ 27,300,073	$ 1,131,436	$ 3,799,793	$ -	$ 12,253,216	$ 8,562,983	$ 53,047,501
Receivable, Net	2,224,233	-	-	-	-	347,202	2,571,435
Accrued Interest Receivable	100,733	-	26,925	-	-	17,326	144,984
Liens Receivable	24,300	-	-	-	-	-	24,300
Due from Other Funds	2,356,134	-	-	-	-	941,188	3,297,322
Inventories and Prepaids	424,253	-	-	-	-	11,233	435,486
TOTAL ASSETS	$ 32,429,726	$ 1,131,436	$ 3,826,718	$ -	$ 12,253,216	$ 9,879,932	$ 59,521,028
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts Payable	$ 1,140,561	$ -	$ 467,729	$ -	$ -	$ 219,951	$ 1,828,241
Due to Other Funds	603,995	-	-	-	-	-	603,995
TOTAL LIABILITIES	1,744,556	-	467,729	-	-	219,951	2,432,236
FUND BALANCES							
Unreserved							
Nonspendable Fund Balance	424,253	-	-	-	-	11,233	435,486
Restricted Fund Balance	-	1,131,436	3,358,989	-	12,253,216	7,968,078	24,711,719
Committed Fund Balance	-	-	-	-	-	-	-
Assigned Fund Balance	-	-	-	-	-	1,680,670	1,680,670
Unassigned Fund Balance	30,260,917	-	-	-	-	-	30,260,917
TOTAL FUND BALANCES	30,685,170	1,131,436	3,358,989	-	12,253,216	9,659,981	57,088,792
TOTAL LIABILITIES AND FUND BALANCES	$ 32,429,726	$ 1,131,436	$ 3,826,718	$ -	$ 12,253,216	$ 9,879,932	$ 59,521,028

The notes to the financial statements are an integral part of this statement.

Balance Sheet – Continued
Governmental Funds
September 30, 2025

Fund Balances – Total Governmental Funds		$ 57,088,792
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.		
Governmental Capital Assets	$ 152,074,744	
Less Accumulated Depreciation	(63,623,070)	
		88,451,674
Deferred outflows of resources related to		
Pensions		3,481,620
OPEB		138,616
Refunding		1,792,921
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental funds balance sheet.		
Governmental Bonds Payable and Loans Payable	(70,197,740)	
Current Year Accrued Interest	(426,730)	
Accrued Landfill Closure and Post Closure Costs	(426,672)	
Net Pension Obligation	(12,530,006)	
Compensated Absences	(1,393,675)	
OPEB Obligation	(5,619,539)	
		(90,594,362)
Deferred inflows of resources related to		
Pensions	(2,057,217)	
OPEB	(169,695)	(2,226,912)
Net Position of Governmental Activities		$ 58,132,349

The notes to the financial statements are an integral part of this statement.

CITY OF JASPER, ALABAMA
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended September 30, 2025

	General Fund	One-Cent Sales Tax	2017 Bond Improvement Fund	West Jasper CDBG	2022 GOW	Other Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	$ 32,154,579	$ -	$ -	$ -	$ -	$ 1,327,624	$ 33,482,203
Interest	546,326	12,895	107,932	3	574,488	48,081	1,289,725
Licenses and Permits	4,448,170	-	-	-	-	-	4,448,170
Fines and Forfeitures	228,254	-	-	-	-	154,661	382,915
Intergovernmental	85,448	-	-	-	-	136,492	221,940
Charges and Fees	759,632	-	-	-	-	-	759,632
Rental Income	116,415	-	-	-	-	-	116,415
Grant Proceeds and Donations	-	-	-	18,434	-	180,728	199,162
Miscellaneous	15,182	-	-	-	-	464,823	480,005
TOTAL REVENUES	38,354,006	12,895	107,932	18,437	574,488	2,312,409	41,380,167
EXPENDITURES							
Current							
General Government	1,532,090	-	330	-	-	134,274	1,666,694
Public Safety	8,707,976	-	-	-	-	6,780	8,714,756
Public Works	3,912,264	217,722	-	-	-	-	4,129,986
Recreation and Cultural Services	3,246,564	-	-	-	-	190,000	3,436,564
Nondepartmental	4,664,415	-	-	-	-	-	4,664,415
Intergovernmental	4,741,550	-	-	-	-	-	4,741,550
Debt Service Principal	-	1,630,000	-	-	-	3,601,564	5,231,564
Interest and Other Charges	-	1,260,290	-	-	-	1,192,259	2,452,549
Capital Outlays	-	71,195	3,576,893	29,804	-	2,456,066	6,133,958
TOTAL EXPENDITURES	26,804,859	3,179,207	3,577,223	29,804	-	7,580,943	41,172,036
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	11,549,147	(3,166,312)	(3,469,291)	(11,367)	574,488	(5,268,534)	208,131
OTHER FINANCING SOURCES (USES)							
Transfers In	135,000	4,417,797	3,000,000	5,931	-	7,606,845	15,165,573
Transfers Out	(9,465,955)	(1,746,167)	-	-	(3,000,000)	(953,451)	(15,165,573)
TOTAL OTHER FINANCING SOURCES (USES)	(9,330,955)	2,671,630	3,000,000	5,931	(3,000,000)	6,653,394	-
NET CHANGE IN FUND BALANCES	2,218,192	(494,682)	(469,291)	(5,436)	(2,425,512)	1,384,860	208,131
FUND BALANCES – BEGINNING OF YEAR	28,466,978	1,626,118	3,828,280	5,436	14,678,728	8,275,121	56,880,661
FUND BALANCES – END OF YEAR	$ 30,685,170	$ 1,131,436	$ 3,358,989	$ -	$ 12,253,216	$ 9,659,981	$ 57,088,792

City Council Meeting Minutes 10/20/2026

CITY OF JASPER, ALABAMA
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
September 30, 2025

NET CHANGE IN FUND BALANCES TOTAL GOVERNMENTAL FUNDS		$ 208,131
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is depreciated over their estimated useful lives.		
Capital Outlays Capitalized	$ 6,133,958	
Depreciation	(5,140,819)	
Loss on Disposal	-	
Amortization of Bond Discount/Premium	596,894	
Advanced and Current Refundings	(146,968)	
		1,443,065
Contributions to pension plan in current fiscal year are not included on the Statement of Activities		1,222,059
Contributions to pension plan in prior fiscal year are included on the Statement of Activities		(1,029,598)
Some expenses reported in the Statement of Activities differ from amounts reported as expenditures in governmental funds.		
Compensated Absences	182,576	
Change in OPEB Obligations	158,922	
Accrued Interest	43,616	
Pension Expense	(569,517)	
Accrued Closure and Post Closure Costs	(26,667)	
		(211,070)
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position. This is the amount by which proceeds exceed repayments.		
Bond and Loan Proceeds	-	
Principal Payments	5,231,564	
		5,231,564
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES		$ 6,864,151

The notes to the financial statements are an integral part of this statement.

Consider adoption of a resolution to authorize Mayor Gates to enter into an agreement with the Jasper Housing Authority related to the operation of the warming station.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts to adopt a resolution to authorize Mayor Gates to enter into an agreement with the Jasper Housing Authority related to the operation of the warming station.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

(See following page)

RESOLUTION NO.: 2026 – 82

WHEREAS, the City of Jasper, Alabama, recognizes the importance of protecting the health, safety, and welfare of residents during periods of extreme cold weather; and

WHEREAS, the Jasper Housing Authority desires to operate and host a warming station at the Jasper Housing Authority gymnasium located at 1005 AL-69, Jasper, AL 35501, to provide temporary shelter and relief from extreme cold to individuals in need; and

WHEREAS, the City Council of the City of Jasper, Alabama, desires to support this effort through police protection, insurance coverage, and public announcements;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Jasper, Alabama, that Mayor Josh Gates is hereby authorized to enter into an agreement with the Jasper Housing Authority to provide police protection, insurance coverage, and public announcements in support of the warming station.

ADOPTED this the 20th day of October 2026.

Jenny Brown Short, Presiding Officer

Lincoln Moody, Councilmember

Sam Watts, Councilmember

Jennifer W. Smith, Councilmember

Willie Moore III, Councilmember

ATTEST:

Kathy Chambless, City Clerk

Consider adoption of an ordinance granting a cable system franchise to Charter Communications.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts to adopt an ordinance granting a cable system franchise to Charter Communications.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

(See following pages)

ORDINANCE NO. 2026 – 18

An Ordinance Granting Spectrum Southeast, LLC, an indirect subsidiary of Charter Communications, Inc., to Construct, Operate, and Maintain a Cable System in the City of Jasper, Alabama

Be it ordained by the City Council of the City of Jasper, Alabama, as follows:

This Franchise Agreement ("Franchise") is between the City of Jasper, Alabama hereinafter referred to as the "Grantor" and Spectrum Southeast, LLC, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein. The Franchise granted to Grantee is nonexclusive.

1. Definitions:

a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.

b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.

d. "Gross Revenues" means any revenue, as determined in accordance with generally accepted accounting principles (GAAP), received by the Grantee from the operation of the Cable System to provide Cable Service within the City including, but not limited to, 1) all Cable Service fees, 2) Franchise Fees, 3) late fees and, 4) installation and reconnection fees, 5) upgrade and downgrade fees, 6) locally-derived advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue; provided, however, that such phrase shall not include: (1) any generally applicable taxes, or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

e. "Service Area" shall mean the geographic boundaries of the Grantor.

f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.

g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise**. The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law. The Cable System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Streets. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.

3. **Term**. The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements**.

a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.

b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor. Grantee shall comply with all generally applicable, non-discriminatory provisions of the Grantor's Code of Ordinances regarding trimming any trees on public property or in the Streets.

d. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Service Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

e. Grantee shall, at its own expense, restore any damage or disturbance caused to the Streets, sidewalk, curbs, landscaping, and other public improvements as a result of its operation, construction, or maintenance of the Cable System to substantially the condition existing immediately prior to construction, ordinary wear and tear excepted, in accordance with applicable Grantor's standards. If the Grantor determines that restoration is deficient, it shall provide written notice describing the alleged deficiency, and the Grantee shall have a reasonable opportunity to complete the corrective work. Only if the Grantee fails to complete such corrective work within a reasonable time after written notice may the Grantor perform the restoration, and then only to the extent reasonably necessary. The Grantee shall reimburse the Grantor for its reasonable, documented cost incurred in performing such work.

f. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

g. The Grantee shall, on the request of any person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

h. If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other persons affected by the requirement are reimbursed. If the

funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

5. **Maintenance of the System**.

a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor

b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

6. **Service**.

a. The Grantee shall continue during the term of this Franchise to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. **Insurance/Indemnity**.

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$2,000,000 per occurrence, Combined Single Limit (C.S.L.) $3,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	$1,000,000 per occurrence C.S.L.
Umbrella Liability	$1,000,000 per occurrence C.S.L.

b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. **Revocation**.

a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.

c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection**. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is, on any date following the execution of this Franchise, lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545

10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

12. **Confidentiality**. If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.

13. **Notices, Miscellaneous**.

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	City of Jasper P.O. Box 1589 Jasper, AL 35502
Email:	kchambless@jaspercity.com
Grantee:	Charter Communications Director, Government Affairs 151 London Parkway Birmingham, AL 35211
Email:	will.edwards@charter.com

b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.

c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.

d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. **Force Majeure**. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable

System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. **Franchise Fee**.

a. Grantee shall pay to the Grantor quarterly an amount equal to five percent (5%) of the Gross Revenues for such calendar quarter. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.

c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder. Upon request, Grantor shall provide a report showing the basis for the computation. In the event that a franchise fee payment or other sum due is not received by the Grantor on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8.8.1). If the franchise fee payment is determined to have been underpaid following a review conducted pursuant to this Section 15(c), Grantee shall pay, in addition to the remaining payment determined by the review to have been underpaid, interest beginning from the date Grantee received notice of such underpayment at the state legal interest rate of 6% annually (Alabama Code § 8.8.1).

16. **Effective Date**. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.

17. **Acceptance and Entire Agreement**. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Conduct a public hearing and consider adoption of an ordinance rezoning a 0.19 acre+- parcel of land located at 1314 22nd St W, parcel # 64-17-04-17-1-000-152.000 from R-2 (Single-Family Residence) Zoning District to R-3 (Affordable Housing) Zoning District in order to place a manufactured home. (District 5) After a public hearing during which no comments were made, a motion was considered.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts to adopt an ordinance rezoning a 0.19 acre+- parcel of land located at 1314 22nd St W, parcel # 64-17-04-17-1-000-152.000 from R-2 (Single-Family Residence) Zoning District to R-3 (Affordable Housing) Zoning District in order to place a manufactured home.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

(See following pages)

ORDINANCE OF THE CITY COUNCIL OF

THE CITY OF JASPER, ALABAMA

Ordinance No. 2026 – 19

TO AMEND THE CITY OF JASPER ZONING ORDINANCE

Be it hereby Ordained by the City Council of the City of Jasper, Alabama, as follows:

Section 1. That the Jasper Zoning Map as described in Article II, Sections 30-32, of the Jasper Zoning Ordinance, which was adopted by the City Council of the City of Jasper on or about January 2, 1990, and amended, inter alia, and further amended April 1, 2003, be and is hereby amended by the rezoning or redistricting of the parcel(s) of land hereinafter described so as to change such parcel(s) from one class or district to another class or district, to wit:

From R-2 (Single Family Residence District) to R-3 (Affordable Housing District) Zoning District.

Section 2. Said parcel is described as follows:

LT 10 BLK 30 CRANFORD R E & INS CO ADD SHERER W HIGHLANDS SR ONLY.
Describes a parcel of land at 1314 22nd St W, Parcel # 64-17-04-17-1-000-152.000.

Section 3. This ordinance shall become effective upon its passage and publication in the manner required by law.

ADOPTED this the 20th day of October 2026.

CITY COUNCIL OF THE CITY
OF JASPER, ALABAMA

By: Jenny Brown Short
Hon. Jenny Brown Short
Presiding Officer

ATTEST:

By: _____
Kathy Chambless
City Clerk

APPROVED/VETO

By: _____
Hon. Josh Gates
Mayor

Comments: Presiding Officer Short shared that Mayor Gates, Councilmember Moody, and Councilmember Smith are absent due to their attendance at an Alabama League of Municipalities summit.

Consider adjournment of the meeting.

Motion

Moved by Councilmember Watts, seconded by Councilmember Moore to adjourn the meeting.

Vote

Councilmember Lincoln Moody	Absent
Councilmember Sam Watts	Yes
Councilmember Jennifer W. Smith	Absent
Councilmember Willie Moore III	Yes
Presiding Officer Jenny Brown Short	Yes

10:14 a.m. – Meeting adjourned.

APPROVED:

Jenny Brown Short, Presiding Officer

ATTEST:

Kathy Chambless, City Clerk/Administrator