



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

Leeds Civic Center Meeting Room -1000 Park Drive, Leeds, Alabama 35094
January 27, 2020 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Anyone wishing to address the Council during the Public Comment section of the meeting must sign in with the City Clerk to provide their name and address.

APPROVE COUNCIL MINUTES

- 1. Minutes from January 06, 2020 Meeting

REPORTS OF STANDING COMMITTEES OR SPECIAL BOARDS:

- 2. Finance Committee Report: Linda Miller
- 3. Public Safety Committee Report: Kenneth Washington
- 4. Public Works Committee Report: Ryan Bell

REPORTS OF OFFICERS:

- 5. Mayor's Report: Mayor David Miller
Declare January as "Human Trafficking Awareness Month"
- 6. Police Department: Chief Atkinson
- 7. Fire Department: Chief Parsons
- 8. Library: Library Director Carden
- 9. Municipal Court: Magistrate Roberts
- 10. Development Services Department: Zoning Administrator Watson
- 11. Public Works Department: Public Works Director Warren

OLD BUSINESS:

- 12. Ordinance 2019-12-01 (Carried over from the canceled meeting - December 16, 2019)
Consider Establishing Post-Construction Best Management Practices for Permanent Storm Water Control Structures (Budget Neutral)

NEW BUSINESS:

- 13. Ordinance 2020-01-02 Consider Franchise Agreement Extension
- 14. Ordinance 2020-01-03 Consider Business License Amendment for Insurance Companies to set a maximum amount for license fee

- [15.](#) Resolution 2020-01-08 Consider Budget Amendment - City Project (Non-budgeted Item)
- [16.](#) Resolution 2020-01-09 Consider Re-Appointment to the City of Leeds Board of Education
- [17.](#) Resolution 2020-01-10 Authorizing the Use of Municipal Credit Cards by Certain Officers and Employees of the City of Leeds
- [18.](#) Resolution 2020-01-11 Approval and Adoption of City Purchasing Manual
- [19.](#) Resolution 2020-01-12 Declaring certain property surplus & authorizing sale
- [20.](#) Resolution 2020-01-13 Consider a One-time waiver of Special Event time requirements
- [21.](#) Resolution 2020-01-14 Requesting Legislative Annexation of Property
- 22. Resolution 2020-01-15 Budget Amendment – Annex meeting room

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

Item Attachment Documents:

1. Minutes from January 06, 2020 Meeting



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

Leeds Civic Center Meeting Room -1000 Park Drive, Leeds, Alabama 35094

January 06, 2020 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:05 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

- Mayor David Miller
- Council member Eric Turner
- Council member Johnny Dutton
- Council member Linda Miller
- Council member Ryan Bell

ABSENT

- Council member Kenneth Washington

INVOCATION

- Council member Eric Turner

PLEDGE OF ALLEGIANCE

- Mayor David Miller

PUBLIC HEARING

Anyone wishing to address the Council during the Public Comment section of the meeting must sign in with the City Clerk to provide their name and address.

1. **Z-2019-008:** A request for the Rezoning of a Certain Property at 1730 Jones Street from R-2 (Single Family Residential District) to R-5 (Garden Home District)

Mr. James Hill, attorney for the property owners, addressed the Mayor and Council. This request received a favorable approval from the Leeds Planning & Zoning Commission. There are issues from the Planning & Zoning meeting (drainage and ingress/egress) which will be addressed by the City's subdivision regulations. Mayor Miller asked attendees in the audience if there were any comments, for or against, the request: Ms. Charlotte Ernest, 1712 Carlisle Circle; Ms. Betsy Mayer, 8533 Dover Drive; Emily Smith, 8537 Dover Drive; Ms. Savannah Loggins, 1608 Windsor Lane and Ms. Melanie Carden, 1889 Kent Circle. The matter was referred to Council.

2. Consider Determination of Certain Conditions to be an Annoyance and Public Nuisance in Violation of Chapter 32 of the Code of Ordinances at 1042 Brian Drive

No one was present. There was no Public Comment, and the matter was referred to Council.

- 3. Consider Tax Abatement Agreement with Hubbell Power Systems Inc at 1612 Moores Street
Hubbell Power Systems is looking for possible expansion. There was no Public Comment, and the matter was referred to Council.
- 4. Consider Tax Abatement Agreement with Hubbell Power Systems at 8100 Churchill Avenue
Hubbell Power Systems is looking for possible expansion. There was no Public Comment, and the matter was referred to Council.
Public Hearing closed at 6:22 pm.

APPROVE COUNCIL MINUTES

- 5. Minutes from December 02, 2019 Meeting
Motion to approve December 02, 2019 minutes as presented made by Council member Turner, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

REPORTS OF STANDING COMMITTEES OR SPECIAL BOARDS:

- 6. Finance Committee Report: Linda Miller
No Report.
- 7. Public Safety Committee Report: Kenneth Washington
Absent
- 8. Public Works Committee Report: Ryan Bell
Met with Brad Watson and Johnny Warren about the High School Senior's project at Park Drive parks.

REPORTS OF OFFICERS:

- 9. Mayor's Report: Mayor David Miller
Reported that Buc-ee's has a projected opening in 10-11 months.
- 10. Police Department: Chief Atkinson
No Report.
- 11. Fire Department: Chief Parsons
Monthly and yearly reports are in the packet.
- 12. Library: Library Director Carden
Snapshot of Library accomplishments in FY 18/19
Alabama Public Library 2018 Survey
Alabama Public Library 2019 Survey
- 13. Municipal Court: Magistrate Roberts
No Report.
- 14. Development Services Department: Zoning Administrator Watson
No Report.
- 15. Public Works Department: Public Works Director Warren
Presented pictures of the City's recent bucket truck purchase.

OLD BUSINESS:

There was no Old Business for discussion.

NEW BUSINESS:

16. Ordinance 2019-12-01 (Carried over from the canceled meeting - December 16, 2019)
Consider Establishing Post-Construction Best Management Practices for Permanent Storm Water Control Structures (Budget Neutral)

Zoning Administrator Watson asked the Mayor and Council to table this request until the next meeting.

Motion to table made by Council member Turner, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell
17. Resolution 2019-12-02 (Carried over from the canceled meeting - December 16, 2019) Consider Adoption and Ratification of Monthly City Expenditures/Payables

Motion to approve made by Council member Bell, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell
18. Resolution 2019-12-03 (Carried over from the canceled meeting - December 16, 2019)
Consider Authorizing and Approving Library Collection Development Grant (Budgeted Item)

Motion to approve made by Council member Bell, Seconded by Council member Miller. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell
19. Resolution 2019-12-04 (Carried over from the canceled meeting - December 16, 2019)
Consider Authorizing and Approving Supplemental Insurance Benefits for City Career Firefighters

Motion to approve made by Council member Turner, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell
20. Ordinance 2020-01-01 Consider Determination of Assenting to the Rezoning at 1730 Jones Street (Site address only)

Motion for Unanimous Consent to consider Ordinance 2020-01-01 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell.

The request fails for a lack of motion.
21. Resolution 19-001868 Consider Determination of Certain Conditions to be an Annoyance and Public Nuisance in Violation of Chapter 32 of the Code of Ordinances at 1042 Brian Dr

Motion to approve made by Council member Bell, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 22. Resolution 2020-01-01 Consider Animal Control and Pound Services Contract
Motion to approve made by Council member Bell, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 23. Resolution 2020-01-02 Consider Awarding Bid for 2020 Brush Truck Fire Apparatus
Motion to approve made by Council member Dutton, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 24. Consider 2020-01-03 Consider Budget Adjustment - Leeds Tree Commission
Motion to approve made by Council member Bell, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 25. Consider 2020-01-04 Consider Adoption and Ratification of Monthly City Expenditures/Payables
Motion to approve made by Council member Miller, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 26. Consider 2020-01-05 Consider Budget Amendments - City Projects
Motion to approve Budget Amendment for the Annex Only and to table the Budget Amendment for the Christmas Lights made by Council member Turner, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 27. Resolution 2020-01-06 Consider Tax Abatement Agreement with Hubbell Power Systems Inc. at 1612 Moores Street
Motion to approve made by Council member Bell, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

- 28. Resolution 2020-01-07 Consider Tax Abatement Agreement with Hubbell Power Systems Inc. at 8100 Churchill Avenue
Motion to approve made by Council member Bell, Seconded by Council member Miller. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

PUBLIC COMMENTS

Mr. Roger Bailey, 1291 Katherine Street, asked for paving on his end of Katherine Street.

ADJOURNMENT

Motion to adjourn made by Council member Turner, Seconded by Council member Miller. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Miller, Council member Bell

The meeting was adjourned at 6:44 pm.

David Miller, Mayor

ATTEST:

Toushi Arbitelle, City Clerk

Item Attachment Documents:

5. Mayor's Report: Mayor David Miller
Declare January as "Human Trafficking Awareness Month"

City of Leeds
1400 9th Street
Leeds, AL 35094

(205)-699-2585
(205)-719-6555 Fax
cityhall@leedsalabama.gov
www.leedsalabama.gov



David Miller, Mayor

COUNCIL MEMBERS

- Kenneth Washington – District 1
- Eric G. Turner – District 2
- Johnny G. Dutton – District 3
- Ryan Bell – District 4
- Linda Miller – District 5

PROCLAMATION

January 27, 2020

WHEREAS, human trafficking is a very real problem facing the world today, and – although it can take many forms, including debt bondage, forced marriage, slavery and commercial sexual exploitation – in every case it goes against the core principles of individual freedom and civil rights that our state and nation stand for; and

WHEREAS, the City of Leeds, Alabama is committed to ensuring that our community remains on the front lines in combating this deplorable crime; and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of **human trafficking**. However, the U.S. State Department estimates that anywhere from 600,000 to 800,000 people are trafficked across international borders each year. Most victims of **human trafficking** are women or children who have been marginalized and isolated from society. The difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it; and

WHEREAS, the first step in eliminating **human trafficking** is to educate others. We must work to ensure that all our residents are aware of this problem and how to spot it. We must work together as a community so that human traffickers are punished and to protect and assist their victims. Through the vigilance and perseverance of our citizens, effective enforcement of justice will someday be a reality; and

WHEREAS, we ask *all* residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustices.

NOW, THEREFORE, I, David Miller, Mayor of the City of Leeds, Alabama do hereby proclaim January 2020 as "**Human Trafficking Awareness Month**" in Leeds, Alabama.

David Miller, Mayor

City of Leeds, Alabama

January 27, 2020
DATE

Item Attachment Documents:

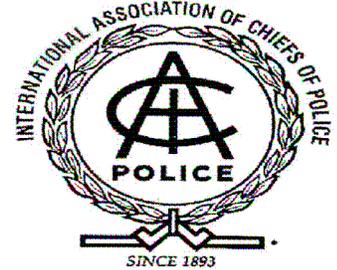
6. Police Department: Chief Atkinson



J ATKINSON
CHIEF OF POLICE

THE CITY OF LEEDS
LEEDS POLICE DEPARTMENT

1040 PARK DRIVE
LEEDS, ALABAMA 35094-2213
BUS: (205) 699-2581
FAX: (205) 702-6556



DAVID MILLER
MAYOR

DATE: January 10, 2020

Mayor and Council:

The following is a summary of the Police Department activities for the month of December and the 2019 year-to-date totals.

Police Department Activity Summary

Category	*Calls Answered	Accidents Investigated	All Reports	Traffic Stops	Traffic Citations	Warning Citations	Non-Traffic Citations	Misd. Arrests	Felony Arrests	Warrants Served
Dec 2019	772	38	155	244	180	74	1	24	3	53
2019 YTD	9418	456	2213	3436	2747	1441	54	319	106	816
Dec 2018	663	46	160	215	143	109	0	25	8	31
2018 YTD	10006	463	2379	2518	1683	1217	36	273	89	629
Category	*Officer Assists	*Public Assists	Court Hours	Training Hours	Shifts Worked	Miles Driven	Dispatch CFS	Business Cks/Cards		
Dec 2019	289	323	32	0	215	16,365	1493	231		
2019 YTD	3928	3491	406	358	2832	215,347	19251	2810		
Dec 2018	359	324	10	16	250	19,489	1536			
2018 YTD	3751	4011	308	537	2680	180,855	20173			

*Calls answered, Officer Assists and Public Assists equal all calls.

Jail Expenses

Prisoner Transportation

No. of Inmate Days	117	Dec 2019	Miles =	1,433.0	Dec 2019	Hours =	34.0
Dec Expenses	\$3,802.50	2019 YTD	Miles =	18,309.5	2019 YTD	Hours =	635.0
2019 YTD	\$72,930.00						
2018 Total	\$71,490.00	2018 Total	Miles =	18,862.0	2018 Total	Hours =	481.5

False Alarms

False Alarms	Burglary Business	Burglary Residence	Robbery Business	Robbery Residence	Totals	Chargeable	
Dec 2019	21	16	1	0	38	38	
2019 YTD	261	210	14	0	485	485	
2018 Total	311	164	4	0	479	476	

Assigned Cases

Statistics for Leeds, Alabama	Homicide	Rape	Robbery	Assault	Burglary	Felony Theft	MVT
Dec 2019	0	2	0	2	10	8	2
2019 YTD	1	9	13	21	43	99	30
Cases Cleared YTD	1	6	7	19	17	51	14
Dec 2018	0	0	1	2	7	9	3
2018 YTD	0	10	6	20	74	109	22

Respectfully Submitted,

Lt. J E Loebler

Item Attachment Documents:

10. Development Services Department: Zoning Administrator Watson

Department Hours- OT

12/31/19 to 01/13/20

Department	OT	COM	PDC	FDC	Totals
	155:43	21:35	12:00	6:00	195:18
ADMIN	2:38				2:38
COURT	4:11				4:11
FINANCE	6:06				6:06
FIRE	36:00			6:00	42:00
LIBRARY		21:35			21:35
P&R	9:47				9:47
POLICE	63:22		12:00		75:22
STREET	33:39				33:39

Item Attachment Documents:

12. Ordinance 2019-12-01 (Carried over from the canceled meeting - December 16, 2019)
Consider Establishing Post-Construction Best Management Practices for Permanent Storm
Water Control Structures (Budget Neutral)

ORDINANCE NO. 2019-12-01

STORMWATER MANAGEMENT POST-CONSTRUCTION ORDINANCE

SUMMARY: AN ORDINANCE ESTABLISHING POST-CONSTRUCTION BEST MANAGEMENT PRACTICES FOR PERMANENT STORMWATER CONTROL STRUCTURES

THE PUBLIC GOOD REQUIRING IT, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA AS FOLLOWS:

WHEREAS, the City of Leeds operates under the requirements of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Permit ALR040047; and

WHEREAS, this permit authorizes stormwater discharges from regulated small municipal separate storm sewer systems (MS4s); and

WHEREAS, the City of Leeds must be compliant with the ADEM NPDES Permit by developing, implementing, and enforcing a program to address post-construction stormwater management; and

WHEREAS, the City of Leeds finds it necessary to enact an ordinance to address and enforce post-construction stormwater management standards on Qualifying Sites to prevent or minimize water quality impacts and ensure that the volume and velocity of pre-construction stormwater runoff is not exceeded for the life of the property's use to the maximum extent practical (MEP)

Be it Ordained as follows:

Section 1 DEFINITIONS

For the purposes of this ordinance, the following words and terms shall have the meaning assigned to them in this section.

Best Management Practices (BMPs) –activities, prohibitions of practices, maintenance procedures and management practices designed to prevent or reduce the pollution of waters to the MS4. BMPs also include treatment systems, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or water disposal, or drainage from raw material storage.

Green Infrastructure – Systems and practices that use or mimic natural processes to infiltrate, promote evapotranspiration (the return of water to the atmosphere either through evaporation or by plants), or reuse stormwater or runoff on the site where it is generated.

Hydrology –the physical characteristics of stormwater discharge, including the magnitude, duration, frequency, and timing of discharge.

Low Impact Development (LID) –An approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness, to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product. *Non-structural BMPs* –may include, but not be limited to the following: preservation of open spaces and vegetation, establishment of

conservation easements, establishment of buffers along streams and other waters, maintenance of vegetation, BMP inspection and maintenance, and planning for future development or redevelopment.

Qualifying Site –any new development site or re-development site that results in land disturbance and implements Structural and/or Non-structural BMPs.

Structural BMPs –may include, but not be limited to the following: detention/retention devices, check dams, drainage swales, lined ditches, infiltration basins, porous pavement, outlet protection, velocity dissipation devices, slope protection, constructed wetlands, rain gardens, catch basin inserts, vegetated filter strips, and rain barrels.

**Section 2
ADMINISTRATION**

The provisions of this ordinance shall be administered by a municipal official or employee who is a qualified credentialed professional (QCP), such other municipal official or municipal employee who has had sufficient experience with BMP design, or an individual or agency contracted by the City to provide such service.

**Section 3
POST-CONSTRUCTION BMP DESIGN**

Section 3.1 Design Standards

The post-construction BMPs for Qualifying Sites, which may include a combination of structural BMPs and/or non-structural BMPs, must be designed to ensure that the volume and velocity of preconstruction stormwater runoff, to the maximum extent practicable, is not exceeded.

Landowners and developers must develop and maintain best management practices to ensure, to the maximum extent practicable, that post-construction hydrology mimics pre-construction hydrology of the site. A 25-year, 24-hour rain event shall be the basis for the design and implementation of post- construction BMPs.

The current City of Leeds Subdivision and Development Regulations details acceptable design criteria meeting the requirement of the current NPDES Permit No. ALS000011 and shall be the basis for the design and implementation of post-construction BMPs.

Section 3.2 Design References

By reference in this Section, the City adopts the following as design references to meet the design standards:

- a) The latest version of the “Alabama Handbook for Erosion Control, Sedimentation Control, and Stormwater Management on Construction Sites and Urban Areas”, Volumes 1 and 2.
- b) The latest version of the “Low Impact Development Handbook for the State of Alabama”.
- c) Any stormwater design manual approved by the City that meets the design requirement of this ordinance.

Section 4 APPLICATION REQUIRMENTS

As part of the Land Disturbance Application, all Qualifying Sites shall include the following components:

Section 4.1 Post-Construction BMP Design Description

Structural BMPs and/or non-structural BMPs that meet the design standards for Qualifying Sites found in Section 3.1 of this ordinance will be submitted to the City for review and approval. Submittal of a post-construction BMP plan, for approval by the City, must be included as an integral part of the site- plan approval process.

Changes to design of any structural or non-structural BMPs should be submitted to the City as a Revision. All Revisions must be submitted and stamped by a design professional, reviewed for compliance, and approved prior to construction. All approved plans and Revisions will remain in the project address folder and serve as “as-built” certification once the Certificate of Occupancy/Completion is issued.

Section 4.2 Post-Construction BMP Inspection Plan Description

The City shall perform or require the performance of an inspection by the developer/owner/operator at least once per year to confirm proper function of BMPs, require corrective actions to poorly functioning or inadequately maintained BMPs, and require record keeping of maintenance activities, inspections, and corrective actions. Records of these inspections shall be made available to ADEM upon request and copies shall be provided to the City on an annual basis. The minimum documentation requirements for inspections are as follows:

- a) Facility type;
- b) Inspection date;
- c) Name and signature of qualified inspector;
- d) Site location;
- e) Owner information (name, address, phone number, and email);
- f) Checklist of BMP’s that must be inspected and required condition of BMP’s to ensure proper functioning. Description of the existing stormwater BMP condition that may include the quality of: vegetation and soils, inlet and outlet channels and structures, embankments, slopes, and safety benches; permeable paving; spillways, weirs, and other control structures; and sediment and debris accumulation in storage and forebay areas as well as in and around inlet and outlet structures;
- g) Photographic documentation of all critical stormwater BMP components;
- h) Specific maintenance items or violations to be addressed by the responsible party of the stormwater control or BMPs; and
- i) Maintenance agreements for long-term BMP operations and maintenance.

Section 4.3 Post-Construction BMP Operation and Maintenance Plan Description

A BMP Operation and Maintenance Plan shall be a part of the plan review process and an executed copy shall be placed in the project address folder and the MS4 Post-Construction folder. The plan shall identify the necessary reoccurring maintenance and operational activities and schedule of those activities necessary to ensure that the BMPs continue to meet the original design intent and standards of this ordinance. The Operation and Maintenance Plan shall also designate the party that is responsible and funding mechanism necessary to implement the Plan.

One or more of the following shall be applicable (as determined by the City) to establish the responsible party for long term operation and maintenance:

- a) The developer’s signed statement accepting responsibility for maintenance until the maintenance responsibility is legally transferred to another party.
- b) Written conditions in the sales or lease agreement that require the recipient to assume responsibility for maintenance.
- c) Written conditions in projection conditions, covenants, and restrictions for residential properties assigning maintenance responsibilities to a homeowner’s association or other appropriate group for maintenance of structural and treatment control management practices.
- d) Any other legally enforceable agreement that assigns permanent responsibility for maintenance.

Section 5 ENFORCEMENT AND ABATEMENT

If the responsible party fails or refuses to meet design, operation, or maintenance standards required by this ordinance, the City, after reasonable notice, may correct a violation of the design standards, operations, or maintenance needs by performing all necessary work to place the measures in proper working condition. In the event the BMPs become a danger to public safety or public health, which includes water quality, the City shall notify in writing the responsible party for changes to design, operation, maintenance, and repairs of the BMP. Upon receipt of that notice, the responsible party shall have 14 calendar days, or such additional time as the City shall determine to be reasonably necessary to complete the actions, to make changes to design, operation, maintenance, and repairs of the measures in an approved manner. In the event corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this Section shall be billed to the responsible party. If the responsible party refuses to pay the bill, the City is entitled to bring an action against the responsible party to pay, file a lien against the property, or both. Costs shall include interest, collection fees, and reasonable attorney fees. The City shall also have the authority to issue a Stop Work Order on any other components of the development to ensure that the BMPs are properly installed and maintained.

Section 6 MISCELLANEOUS

Section 6.1 Notices

Whenever the City is required or permitted to:

- a) Give a notice to any party, such notice must be in writing; or
- b) Deliver a document to any party; such notice or document may be delivered by personal delivery, certified mail (return receipt requested), registered mail (return receipt requested) or a generally recognized overnight carrier, to the address of such party which is in the records of the City or is otherwise known to the City.

Section 6.2 References

Whenever a Section is referred to in this ordinance, unless the context clearly indicates the contrary, such reference shall be to a section of this ordinance.

Section 6.3 Severability

The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of law to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

Section 6.4 Captions

The captions of Sections and sections are for the purpose of reference only, and such captions shall not affect the meaning of any provision of this ordinance.

Section 6.5 Ultimate Responsibility

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore, this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

This Ordinance shall become effective upon its passage, execution and publication as provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Leeds, Alabama on this the 27th day of January 2020

CITY OF LEEDS, ALABAMA

David Miller, Mayor

DATE

ATTEST:

AYES: _____
NAYS: _____
ABSENT FROM VOTING: _____
ABSTAIN: _____

Toushi Arbitelle, City Clerk

As the City Clerk of the City of Leeds, I hereby certify that the above Ordinance was duly adopted by the City Council of the City of Leeds at a special called meeting held on the 27th day of January 2020

City Clerk

Item Attachment Documents:

13. Ordinance 2020-01-02 Consider Franchise Agreement Extension

CITY OF LEEDS

ORDINANCE NO.: 2020-01-02

AN ORDINANCE OF THE CITY OF LEEDS APPROVING AND AUTHORIZING A FRANCHISE EXTENSION AGREEMENT

WHEREAS, Spectrum Southeast LLC, (“Charter”) currently holds a Cable Television Franchise Agreement with Leeds, Alabama, granted by the Cable Television Franchise Ordinance No. 2014-02-05 (“Franchise”), on March 3, 2014; and

WHEREAS, Charter’s Franchise with the City of Leeds, Alabama has expired; and

WHEREAS, Charter timely filed its request for renewal of the Franchise under Section 626 of the Cable Act; and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of the Cable Act and do not waive any rights related thereto; and

WHEREAS, the City of Leeds, Alabama desires to amend Section 2.6 of the Franchise to update the address of City Hall to 1400 9th Street NE, Leeds AL 35094; and

WHEREAS, the City of Leeds, Alabama desires to amend Section 7.5c of the Franchise to update the address of City Hall to 1400 9th Street NE, Leeds AL 35094; and

WHEREAS, it is in the public interest to extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, the Franchise of Charter shall be extended until January 27, 2025. Execution of this Extension shall not constitute a waiver of Leeds’s, Alabama’s or Charter’s rights respecting the Franchise. Charter shall not be required to send another request for renewal of the Franchise under Section 626 as a result of this Extension.

ADOPTED and APPROVED this 27th day of January 2020.

CITY OF LEEDS, ALABAMA:

David Miller, Mayor

Date

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Ordinance was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

ACCEPTED this _____ day of _____, _____.

Spectrum Southeast LLC
By: Charter Communications, Inc., its Manager

By: _____

Name/Title: _____

CABLE TELEVISION FRANCHISE ORDINANCE

FOR THE

CITY OF LEEDS, ALABAMA

AND

**MARCUS CABLE OF ALABAMA, L.L.C.
D/B/A CHARTER COMMUNICATIONS**

March 03, 2014

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ORDINANCE NO.: 2014-02-05

AN ORDINANCE GRANTING A FRANCHISE TO MARCUS CABLE OF ALABAMA, LLC D/B/A CHARTER COMMUNICATIONS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF LEEDS, ALABAMA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of Leeds Alabama ordains:

STATEMENT OF INTENT AND PURPOSE

City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee has substantially complied with the material terms of the current Franchise under applicable laws;
2. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
4. The Franchise granted to Grantee by City complies with the existing applicable state statutes, federal laws and regulations; and
5. The Franchise granted to Grantee is nonexclusive.

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.

2. **Definitions.** For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
- a. **“Applicable Laws”** means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.
 - b. **“Basic Cable Service”** means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 543(b) (7).
 - c. **“Cable Act”** shall mean the Cable Communications Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
 - d. **“Cable Service”** or **“Service”** means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(6).
 - e. **“Cable System”** or **“System”** means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
 - i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;
 - iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

- iv. an open video system that complies with 47 U.S.C. § 573; or
 - v. any facilities of any electric utility used solely for operating its electric utility systems.
 - vi. Cable System as defined herein shall be the definition set forth in 47 U.S.C. § 522(7).
- f. **“Channel”** or **“Cable Channel”** means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall be the definition set forth in 47 U.S.C. § 522(4).
 - g. **“City”** means City of Leeds, a municipal corporation, in the State of Alabama, acting by and through its City Council, or its lawfully appointed designee.
 - h. **“City Council”** means the governing body of the City of Leeds, Alabama.
 - i. **“Drop”** means the cable that connects the ground block on the Subscriber’s residence to the nearest distribution point of the System.
 - j. **“FCC”** means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
 - k. **“Franchise”** or **“Cable Franchise”** means this franchise ordinance and the regulatory and contractual relationship established hereby.
 - l. **“Franchise Fee”** includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be the definition set forth in 47 U.S.C. § 542(g).
 - m. **“Grantee”** is Marcus Cable of Alabama, LLC D/B/A Charter Communications, its lawful successors, transferees or assignees.
 - n. **“Gross Revenue”** means any and all revenue derived by Grantee from the operation of its 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) local, state

and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term “Gross Revenue” shall not include launch fees, bad debts or any taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, credits, refunds and any amounts collected from Subscribers for deposits, PEG fees or PEG support. City and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP).

- o. “Installation” means any connection of the System from distribution cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- p. “Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- q. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- r. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be the definition set forth in 47 U.S.C. § 522 (14).
- s. “EG” means educational and governmental.
- t. “Person” is any person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- u. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of City which are dedicated for compatible use.
- v. “Right-of-Way Ordinance” means any ordinance or other applicable code requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.

- w. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- x. “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- y. “Standard Installation” means any residential Installation which can be completed using an aerial Drop of one hundred twenty-five (125) feet or less.
- z. “Subscriber” means any Person who receives broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall be the definition set forth in 47 C.F.R. § 76.5(ee).
- aa. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall be the definition set forth in 47 U.S.C. § 522(20).

**SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS**

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service under the Franchise Agreement. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. 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.
 - b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines, in its sole discretion, that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
 - c. This Franchise shall be nonexclusive, and City reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service.
 - d. If any other wireline provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the

1040 Park Drive
Leeds, Alabama 35094

If to Grantee: Charter Communication
Legal Department
12405 Powerscourt Drive
St. Louis, MO 63131

With nonbinding courtesy copies to:

Charter communications
Attn: Government Relations Director
1925 Breckinridge Plaza
Suite 100
Duluth, Georgia 30096

Charter Communications
Attn: Franchise/Government Relations
2 Digital Place
Simpsonville, SC 29681

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

**SECTION 3.
CONSTRUCTION STANDARDS**

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
 - c. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply, to the extent technically feasible, with the procedures established by the Mayor or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.

- d. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
- e. Grantee shall have the opportunity to meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments, within the City where extension of service is economically feasible at Grantee's discretion, in a timely manner upon written notification of such meetings to the Grantee. If requested by the City, Grantee shall meet with the City within 90 days to hold an annual meeting with City to coordinate construction plans of both parties for the upcoming year. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Grantee's System construction shall at all times comply with Applicable Laws, which City agrees shall be applied on a nondiscriminatory basis. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

2. Minimum Interference.

- a. Grantee shall use commercially reasonable efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

- 3. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and a thirty (30) day opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration within thirty (30) days after its receipt of City's invoice thereof.

4. Temporary Relocation.
 - a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary or less expensive for City.
 - b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
5. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages. Grantor is aware that the communication facilities of the Grantee can and does transport emergency required communications such as phone and internet life monitoring services if a representative of the Grantor disconnects or damages the facilities of the Grantee.
6. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the City regarding the trimming of any trees on public property or in the Rights-of-Way.
7. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regarding or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
8. Installation records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and, upon written request of City, will make them available for viewing to City at Grantee's office or in a mutually agreed upon location.
9. Locating facilities.

- a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
 - b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.
- 10. Relocation delays. In cases where the City undertakes work in the Right-of-Way, the Grantee shall, upon reasonable notice from City, relocate its facilities as reasonably necessary to accommodate the City's work. The Grantee must promptly provide notice to City of any potential delay involving relocation of Grantee's facilities. If Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages attributable to the delay created by Grantee, however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party. All of Grantee's relocation work shall be done in strict compliance with the rules, regulations and ordinances of the City and any applicable state and federal laws.
- 11. Interference with City Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other systems that have been installed, maintained, used or authorized by City.
- 12. Safety Requirements.
 - a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
 - b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations., and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents
 - c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be

kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Upgrade/Construction: Minimum Channel Capacity.
 - a. Grantee shall operate and maintain for the term of this Franchise a System providing a minimum of 100 Channels.
 - b. All final programming decisions remain the discretion of Grantee in accordance with this Franchise and pursuant to 47 U.S.C. §§ 531, 542 and 545.
2. System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.
3. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.
4. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.
5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
6. Special Testing.
 - a. City shall have the right to observe technical tests of the System requested by the City and performed by Grantee during reasonable times and in a manner which does not unreasonably interfere with normal business operations of

Grantee or the System in order to determine whether or not Grantee is in compliance with the terms hereof and all Applicable laws, rules and regulations. Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance or for routine verification of Grantee's compliance with FCC technical standards

- b. Before ordering such test, Grantee shall be afforded thirty (30) days advance written notice. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which may be the focus of concern. If, after such meetings and inspections, City wishes to require special tests and the thirty (30) days have elapsed, the tests shall be conducted by Grantee at Grantee's expense and may be observed by a qualified engineer selected by the City. Grantee shall participate and cooperate in such testing and shall not assess City additional fees or costs associated with time or labor Grantee may incur as a result of its participation in such testing. Grantee's employees will be the only persons allowed to manipulate the plant facility for testing.
7. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the date of request.
8. Annexation. Upon the annexation of any additional land area by the City, if the annexed area is not currently served by a cable operator it will be subject to the other provisions of this Section 4. If the annexed area is served by a cable operator, Grantee has the option to extend its Cable System to the newly annexed area if Grantee determines that it is economically feasible to do so. Upon the annexation of any additional land area by the City, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) days of written notification by the City to Grantee. A cable operator other than Grantee whose Cable System already passes homes in an annexed area shall not extend its Cable System beyond those homes which it passes at the time the annexation occurs unless it otherwise obtains a franchise from the City. In the event the Grantor modifies the Service Area by annexation or any other means, the City shall provide at least sixty (60) day prior notice to the Grantee. The City shall also notify Grantee of all new street address assignments or changes within the Service Area. Said notice shall be in writing to the address set forth below by U.S. certified mail, return receipt requested. City shall provide detail and information, including address files and maps in sufficient detail and in an acceptable digital format, if feasible. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee.

All notices provided under this subsection shall be delivered to the Grantee at the following addresses:

Attn: Director of Government Relations
Charter Communications

1925 Breckenridge Plaza, #100
Duluth, GA 30096

With a courtesy copy to:

Attn: Legal Department/Government Relations
Charter Communications
13405 Powerscourt Drive
St Louis, MO 63131

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 2, paragraph 7.

9. Line Extension.

- a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of thirty (30) residential units per cable mile of System, as measured from the nearest tap on the Cable System.
- b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
- c. Any residential unit located within one hundred twenty-five (125) feet of the nearest distribution tap on Grantee’s System shall be connected to the System at no charge other than the Standard Installation charge, provided that the installation can be made using an aerial connection. Grantee shall, upon request by any potential Subscriber residing in the City beyond the one hundred twenty-five (125) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the additional construction costs.
- d. Under Normal Operating Conditions, if Grantee cannot perform Installations within the times specified in applicable customer standards, the Subscriber may request and is entitled to receive a credit equal to the charge for a Standard Installation. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within seven (7) days of a request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.

**SECTION 5.
SERVICE PROVISIONS**

1. **Non-Standard Installations.** Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

2. **Sales Procedures.** Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation. Grantee's sales personnel will not be required to compensate City for any permit that may be required.

3. **Consumer Protection and Service Standards.** The Grantee shall comply with the standards and requirements for customer service set forth below and shall comply with all applicable regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise.
 - a. **Cable System office hours and telephone availability.**
 - i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
 - (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
 - ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
 - iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
 - iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

- b. **Installations, Outages and Service Calls.** Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.
- i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the connection point of the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- c. **Communications between Grantee and Subscribers.**
- i. **Notifications to Subscribers:**
 - (1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
 - (c) Installation and Service maintenance policies;
 - (d) Instructions on how to use the Cable Service;
 - (e) Channel positions of programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the nearest customer service center.

- (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Section 76.1602.
 - (3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal location and not whether that signal may be multiplexed during certain day-parts.
 - (4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
 - (5) Notwithstanding any other provision of this section, Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Grantee and the Subscriber.
- ii. Billing:
- (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- iii. Refunds: Refund checks will be issued promptly, but no later than either:
- (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

- (2) The return of the equipment supplied by Grantee if Service is terminated.
- iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- 4. Subscriber Contracts. Upon request, Grantee shall file with City any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, upon request, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service is maintained in Grantee's public file, and upon request, shall be available for public inspection. A copy of Grantee's current rate card can be located at <http://www.charter.com/browse/content/rate-card-info>. A copy of Grantee's current channel line-up for Leeds AL can be located at <http://www.charter.com/browse/tv-service/tv#Channel-Lineup>
- 5. Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.
- 6. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.
- 7. Local Office Policy. Grantee shall maintain a location within twenty-five (25) miles of the Grantor's city limits, for receiving Subscriber inquiries, bill payments, and equipment transfers.

**SECTION 6.
PUBLIC, EDUCATION AND GOVERNMENT ("PEG")
ACCESS CHANNEL PROVISIONS**

- 1. PEG Access.
 - A. Upon the second anniversary of this Franchise the Grantor shall adopt a resolution, after a public hearing and allowing Grantee an opportunity to address the City Council, stating that there is a demonstrated community need for PEG access programming. Following the adoption of such resolution and upon one hundred twenty (120) days advance written request of the Grantor, the Grantee will provide one (1) downstream channel on the Cable System free of charge for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel shall be placed on any tier of service available to subscribers in

compliance with applicable law. The Grantor shall be solely responsible for the content and the costs associated with PEG programming. Grantee shall have no liability for the content of said programming in accordance with 47 U.S.C. 531(e). Grantee shall have the right to program unused portions of the PEG channel as permitted by applicable law.

2. If the PEG channel provided pursuant to this section is occupied by non-local, substantially duplicated or character-generated programming fifty (50%) percent of the time during “regular viewing hours” measured over any ten (10) consecutive week period, the Grantee shall have a right to a return of the PEG channel upon one hundred twenty (120) days’ notice to Grantor of its intent to reclaim the PEG channel. For purposes of this subsection, “regular viewing hours” shall be the hours between 1 p.m. and 11 p.m., Monday through Friday, and between noon and midnight on weekends. A program may be repeated up to two (2) times after its first run during regular viewing hours before it is deemed “duplicated.”

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The Mayor or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee’s operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay quarterly to City a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues,
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee’s fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit B attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the Town 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).
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Grantee’s books and records pursuant to Section 7.6 of this Franchise and such review indicates a Franchise Fee underpayment of seven percent (7%) or more during the entire period reviewed, the Grantee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City.

3. Discounted Rates. For the purposes of this section, in the case of a Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the gross revenue, as defined in Section 1.2.n., attributable to Cable Service. Where Grantee bundles, integrates, ties, or combines Cable Services with nonvideo services creating a bundled package, so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, gross revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. The fact that the Grantee offers a bundled package shall not be deemed a promotional activity. If the Grantee does not offer any component of the bundled package separately, the Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount described above. For the purposes of determining gross revenue for bundled or integrated services, Grantee shall use the same method of determining revenues under generally accepted accounting principles.
4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than required by applicable state statute of limitations, as may be amended from time to time, except for service complaints which shall be kept for one (1) year. City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such books and records for City's inspection at any mutually agreed upon location within the City.
5. Reports to be Filed with City.
 - a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit B attached hereto.
 - b. City and Grantee shall mutually agree, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
 - c. Upon reasonable notice by City, Grantee shall deliver its System maps and plats to City's office located at 1040 Park Drive, Leeds, AL, or at a mutually agreed upon location, for viewing, however, for confidential and proprietary reasons, Grantee shall not be required to provide copies of its maps and plats to City.

**SECTION 8.
GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Liability Insurance.

a. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, an occurrence-based comprehensive general liability insurance policy, including contractual liability coverage with standard insurance exclusions, in protection of City, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured the City, its officers, elected officials, boards, commissions, agents and employees. The Commercial General Liability shall be \$2,000,000 per occurrence for bodily injury, death or property damage and \$3,000,000 aggregate. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise and shall be issued by company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" upon the Effective Date of this Franchise or at the time a sale or transfer of ownership is approved by City. Grantee's insurance carriers shall endeavor to provide thirty (30) days prior written notice of policy cancellation to the City. Cancellation notice will be provided for any reason other than non-payment of premium and requires the City provide Grantee a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the City)

2. Indemnification

- a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, it subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to provide indemnification to City for programming cablecast over the PEG access Channels administered by City. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees.
- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee

benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.

- c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.
- d. The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- e. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:
 - i. Promptly notify Grantee within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 9.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;

- i. Grantee has repeatedly and substantially violated material provisions(s) of this Franchise and has not put forth a reasonable proposal to cure such violations; or
- ii. Grantee has intentionally and materially evaded any of the provisions of the Franchise; or
- iii. Grantee has practiced a material fraud or a material deceit upon City.

2. Procedures for Revocation.

- a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, City shall provide Grantee with the basis of the revocation.
- b. Should City determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation. The due process to be afforded Grantee shall include the Grantee's right to present any written or verbal testimony or other relevant evidence to the City Council for consideration. Such information presented by Grantee shall be considered part of the record of the proceeding. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
- d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires and Grantee is not pursuing renewal under Applicable Law or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.

3. Removal After Abandonment, Termination or Forfeiture.

In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.

4. Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**SECTION 10.
PROTECTION OF INDIVIDUAL RIGHTS**

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall at all times comply with all applicable provisions of 47 U.S.C. 551 governing subscriber privacy. Grantor reserves any and all rights it may have now or in the future to enforce compliance with all applicable state and federal laws and regulations governing subscriber privacy.

**SECTION 11.
MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or

otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

- 5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
- 6. Rights Cumulative. The rights and remedies reserved to the City and Grantee by this Franchise are cumulative and shall be in addition to and not in derogation of any other legal or equitable rights or remedies which the City and Grantee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.
- 7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.
- 8. Force Majeure. Neither party shall be in default under this Agreement if any failure or delay in performance is caused by acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused party to the other party, of the cause and of the estimated duration, when possible.

SECTION 12.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

- 1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 12.2.
- 2. Acceptance.
 - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such

acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes .

- b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
- c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.
 - ii. With its acceptance, Grantee shall also deliver any insurance certificates as required herein that have not previously been delivered.

Passed and adopted by the City Council this 3rd day of March, 2014.

ATTEST:
 By: [Signature]
 Its: City Clerk

CITY OF LEEDS, ALABAMA
 By: [Signature]
 Its: Mayor

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

Marcus Cable of Alabama, L.L.C.
D/B/A Charter Communications

Date: 14th, March 2014

By: [Signature]
 Its: Vice President, Government Affairs

SWORN TO BEFORE ME this 14th day of March, 2014.

[Signature]
NOTARY PUBLIC



**EXHIBIT A
GRANTEE COMPLIMENTARY SERVICE TO CITY LOCATIONS**

One (1) complimentary outlet of Basic Service will be provided to each of the locations listed below. If any of the locations listed below require an installation, Grantee will install Basic Service at the lowest actual cost of Grantee's time and material. Each location listed below may add additional outlets at their own expense, as long as Installation meets Grantee's standards and approval, which shall not be unreasonably withheld.

Num	Title	Address	Department
1	Chief Magistrate	1400 9th Street	Municipal Court
2	RECORDS BLDG	1430 9TH ST SE	Admin
3	CIVIC CENTER	1000 Park Drive	Civic Center
4	FIRE STATION 2	1051 Park Drive	Fire Department
5	STATION ONE	1640 MAXEY DR NE	Fire Department
6	LIBRARY	8104 PARKWAY DR SE	Library
7	POLICE & City Hall	1040 PARK DRIVE	Police / City Hall
8	CITY GARAGE	1440 9TH ST SE	Public Works
9	Mayor's Office	1701 Park Drive	Admin

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**EXHIBIT B
FRANCHISE FEE PAYMENT WORKSHEET**

TRADE SECRET – CONFIDENTIAL

ATTACHMENT B. FRANCHISE FEE PAYMENT WORKSHEET

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE:				
Fee Calculated				
Fee Factor: 5%				

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Item Attachment Documents:

14. Ordinance 2020-01-03 Consider Business License Amendment for Insurance Companies to set a maximum amount for license fee

ORDINANCE NUMBER 2020-01-03

AN ORDINANCE AMENDING CERTAIN PROVISIONS CHAPTER 12 OF THE CITY CODE OF ORDINANCES (THE BUSINESS LICENSE ORDINANCE – REGARDING INSURANCE COMPANIES)

WHEREAS, Section 12-27 of the City Code of Ordinances adopts the State of Alabama Code Section 11-51-120 et seq. as it relates to local licensing requirements for insurance companies; and

WHEREAS, the subject State law has always required that local permitting laws limit the amount of privilege taxes imposed on local insurance agents to a maximum of \$20.00 and \$1.00 on each \$100.00 of gross premiums received during the preceding year; and,

WHEREAS, the City of Leeds new business license support software exposed that the City has for years only been collecting a small fraction of the privilege taxes as it relates to local insurance agents, and said irregularity is in need of correction and adjustment to ensure equity among businesses; and

WHEREAS, it is recommended that the City privilege tax collections, as applicable to local insurance companies, adhere to the method identified by State law subject only to a local maximum remittance amount of \$120 if applicable; and

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, that the City Code of Ordinances (the City Business License Code) be amended and/or supplemented as follows:

1. Chapter 12-27(4) of the City Code of Ordinances shall be supplemented to include:
 - “(d) Insurance companies within the City that are subject to the requirements of §11-51-120 and §11-51-121, Ala. Code 1975, as amended, shall adhere to the remittance formula of \$20.00 and \$1.00 on each \$100.00 of gross premiums as required by said Code Sections; however, no such company or agent shall be required to remit an amount in excess of \$120 total as a result of said required formula.
2. The provisions of this ordinance are severable. If any provision is held by a court of competent jurisdiction to be invalid or unconstitutional, it shall not affect the validity or constitutionality of the remaining provisions.
3. The provisions of this ordinance shall be effective on the first day of the first month following its publication.
4. All ordinances or parts of ordinances in conflict with the provisions of this Section, or provision are hereby repealed.

ADOPTED and APPROVED this the 27th day of January 2020.

CITY OF LEEDS, ALABAMA:

David Miller, Mayor

Date

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

Item Attachment Documents:

15. Resolution 2020-01-08 Consider Budget Amendment - City Project (Non-budgeted Item)

CITY OF LEEDS

RESOLUTION NO.: 2020-01-08

RESOLUTION APPROVING AND AUTHORIZING BUDGET ADJUSTMENTS AND AMENDMENTS AND RELATED EXPENDITURES

WHEREAS, certain unanticipated expenditures in relation to the Public Works account has been identified as set forth herein; and

WHEREAS, the projects and expenditures were not previously anticipated or provided for in the City’s 2019-2020 budget; and

WHEREAS, in order for these projects to be completed within the current fiscal year, the City Council would have to authorize the projects and the anticipated cost for said projects which would result in a reduction in the general fund balance.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that:

1. The Recitals above are true, correct, and included herein as if fully set forth.
2. The budget amendment requests as set forth in the itemized list below are hereby authorized and approved in the amounts as set forth and to be expended from the City reserve account.

Item	Category	Cost Estimate
Public Works Christmas Decorations	Budget Amendment	\$40,000.00

3. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

ADOPTED and APPROVED this the 27th day of January 2020.

CITY OF LEEDS, ALABAMA:

David Miller, Mayor

Date

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

Item Attachment Documents:

16. Resolution 2020-01-09 Consider Re-Appointment to the City of Leeds Board of Education

CITY OF LEEDS

RESOLUTION NO.: 2020-01-09

RE-APPOINTMENT OF MEMBERS TO THE CITY OF LEEDS BOARD OF EDUCATION

WHEREAS, by Title 16 Chapter 11 of Code of Alabama, 1975, the City Council is authorized to re-appoint members to the City of Leeds Board of Education; and

WHEREAS, the City Council is desirous of making the necessary re-appointment of one (1) citizen to the City of Leeds Board of Education; and

WHEREAS, City Council has determined that the candidate possesses the necessary qualifications to serve this entity; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leeds, Alabama, that:

- A. The above Recitals are included herein as if fully set forth.
- B. The following named persons are hereby re-appointed to serve on the City of Leeds Board of Education:

APPOINTEE	EXPIRATION OF TERM
1. Mr. Scott Sisk	May 31, 2025

- C. The Clerk is hereby directed to notify the above-named persons of their re-appointment and to further notify the respective board of said appointment.
- D. All resolutions, or parts of resolutions of the City of Leeds, Alabama, in conflict with this Resolution are hereby repealed to the extent of such conflict.

BE IT FURTHER RESOLVED that the Mayor shall have the full authority to do those things, perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

ADOPTED and **APPROVED** this the 27th day of January 2020.

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

CITY OF LEEDS, ALABAMA

David Miller, Mayor

DATE

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020

CITY OF LEEDS, ALABAMA

NOMINATION AND/OR REQUEST APPLICATIONS
FOR
APPOINTMENT TO CITY BOARDS

- 1. Board(s) for which nomination is to be Leeds City School Board
- 2. Name of Nominee Scott W. Sisk
- 3. Address 6806 Lanford Ln., Leeds, AL 35094
- 4. Mailing Address (if different) _____
- 5. Phone Number 205-453-5240 (hm.) _____ (wk.) _____
- 6. Place of Employment Self-Employed
- 7. Education Bus. Adm - Jefferson State / Bachelor Degree - Education - UAB
- 8. Civic and Professional Activities _____
- 9. List of City Boards Presently Serving On Leeds City School Board
- 10. List City Boards Previously Served On _____
- 11. Areas of Special Interest and/or Concerns _____
- 12. Nomination Submitted By Scott Sisk

Please forward this form to the City Clerk's office, 8373 1st Avenue SE, Leeds 35094, 699-2585 or 699-6558 (fax), no later than the Tuesday prior to the City Council meeting for which this nomination is to be considered. If there are no vacancies on board(s) requested, your form will be kept on file to be considered at a later date.

FOR OFFICE USE ONLY

Date Application Submitted: _____ / _____ / _____

Appointed to _____ Date of Appointment _____ Term Expires _____

Reason for vacancy of position (select one of the following):

New Board _____ Original Member Resigned _____ Other _____
(list name of former member)

If the position is to fill an expired term of a member, please list the name of the former member _____

Item Attachment Documents:

17. Resolution 2020-01-10 Authorizing the Use of Municipal Credit Cards by Certain Officers and Employees of the City of Leeds

RESOLUTION 2020-01-10

**A RESOLUTION
AUTHORIZING THE USE OF MUNICIPAL CREDIT
CARDS BY CERTAIN OFFICERS AND EMPLOYEES OF
THE CITY OF LEEDS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, WHILE IN REGULAR SESSION ON JANUARY 27, 2020, as follows:

Section 1. That, except as otherwise directed by the City Council hereafter, credit cards issued by Servis 1st Procurement Card to the City of Leeds shall be held and usable only by the following City employees:

<u>Job Title</u>	<u>Limit</u>
Permit Coordinator	\$ 1,500.00
Building Inspection Officer 1	\$ 4,500.00
Fire Marshal	\$ 10,000.00
Librarian Asst.	\$ 500.00
Fire Lt.	\$ 3,000.00
City Clerk	\$ 50,000.00
Fire Lt.	\$ 3,000.00
Police Chief	\$ 3,000.00
Fire Captain	\$ 10,000.00
Police Captain	\$ 1,500.00
Police Lt.	\$ 5,000.00
Librarian	\$ 3,000.00
Magistrate	\$ 3,000.00
Fire Lt.	\$ 3,000.00
Public Works Director	\$ 10,000.00
Mayor	\$ 3,000.00
Accountant	\$ 5,000.00
Fire Lt.	\$ 3,000.00
Fire Lt.	\$ 3,000.00
Fire Lt.	\$ 3,000.00
Police Officer 1	\$ 2,000.00
Police Corporal 1	\$ 2,000.00
Police Corporal 2	\$ 2,000.00
Police Sergeant 1	\$ 2,000.00
Police Lt.	\$ 2,000.00

Police Sergeant	\$ 2,000.00
Administrative Asst - Public Works	\$ 2,500.00
Apparatus Operator 1	\$ 1,000.00
Apparatus Operator 2	\$ 1,000.00
Apparatus Operator 3	\$ 1,000.00
Apparatus Operator 4	\$ 1,000.00
Zoning Administrator	\$ 50,000.00
Fire Lt.	\$ 3,000.00
Fire Chief	\$ 10,000.00
Building Inspection Officer 2	\$ 4,500.00
Disaster Card 1	\$ 20,000.00
Disaster Card 2	\$ 20,000.00
Disaster Card 3	\$ 20,000.00

With the written approval of the Mayor, or in this/her absence the City Clerk, a credit card held and usable by one of the above-named individuals may be assigned for temporary use by another employee subject to all terms and limitations of this resolution.

Section 3. That each of the above-named employees of the City of Leeds is hereby authorized by the City Council of the City of Leeds to incur charges of such credit cards for (a) purchase of goods and services for the account of the City in connection with the performance of his or her duties incidental to the management or control of the affairs of the City, (b) out of town travel specifically authorized in advance by the Council, or (c) out of town travel otherwise required in the performance of his or her duties incidental to the management or control of the affairs of the City. Except as otherwise specifically authorized in advance by the Council, no employee shall utilize such credit cards to incur charges in excess of the limits stated above for the purpose of goods and services.

Section 4. That any employee who utilized such credit cards to incur file an itemized statement and explanation of all charges incurred.

Section 5. That any officer or employee utilizing such credit cards to incur charges in connection with out of town travel shall, upon his or her return, file and itemized statement and explanation of all charges incurred in the manner described in the *Code of Alabama 1975, Section 36-7-4*.

Section 6. That upon submission for payment by the City Council after audit and certification by the City Clerk as provided in *Code of Alabama 1975, Section 11-43-101*, no credit card charges shall be paid utilizing the funds of the City treasury incurred in nonconformity with this or any other authorizing resolution of the City Council. To the extent that charges are determined by the City Council to have been incurred other than in conformity with this or any other authorizing resolution of the City Council, the employee responsible for the incurring of such charges shall pay such charges personally and council may direct that the dollar amount of such charges be deducted from any sum then or in the future owed by the City to such employee.

Section 7. This with respect to purchases and expenditures on behalf of the City, all such purchases and expenditures shall be in conformity with all written purchasing policies and procedures of the City as in effect from time-to-time.

Section 8. That this Resolution shall become effective upon its adoption.

ADOPTED and APPROVED this the 27th day of January 2020.

CITY OF LEEDS, ALABAMA:

David Miller, Mayor

Date

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

Item Attachment Documents:

18. Resolution 2020-01-11 Approval and Adoption of City Purchasing Manual

CITY OF LEEDS

RESOLUTION NO.: 2020-01-11

APPROVAL AND ADOPTION OF THE CITY PURCHASING MANUAL

WHEREAS, State Law requires that all public entities in the State of Alabama adhere to certain purchasing requirements and limitations when expending public funds; and

WHEREAS, although the City has often implemented various City purchasing protocols, it is prudent for the City to approve and to implement a uniform and consistent City-wide policy which will govern all of the various City departments and their respective purchasing needs; and

WHEREAS, the attached City Purchasing Policy should provide that uniform set of procedures for City employees and officials to follow.

NOW, THEREFORE, be it resolved by the City Council of the City of Leeds, Alabama, at a regular meeting, duly assembled, with a quorum being present, the City Council hereby finds that:

1. The foregoing Recitals are incorporated herein by reference and are included herein as part of this Resolution as if fully set forth.
2. The attached City of Leeds Purchasing Manual is hereby approved and adopted as the City's guide to both City and State purchasing guidelines.
3. All City departments, employees and officials shall adhere to these subject policies as written unless otherwise determined to be contrary to State law.
4. The Mayor and City staff shall have the full authority to do those things, to perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

DONE THIS 27th day of January 2020

AYES: _____
NAYS: _____
ABSENT FROM VOTING: _____
ABSTAIN: _____

CITY OF LEEDS, ALABAMA

David Miller, **MAYOR**

DATE

ATTEST:

Toushi Arbitelle, **City Clerk**

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk



PURCHASING MANUAL: POLICIES & PROCEDURES

[January 2020](#)~~December~~

,2019

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Executive Summary

A general summary of approvals required for City expenditures are as follows:

➤ All Purchases

Only employees listed on the Purchasing Authorization List (See Appendix A) may make purchases.

➤ All Purchases \$500 or more

An Electronic Purchase Order (PO) is required. All Purchase Orders require Department Head, City Clerk, and Revenue Supervisor approval.

➤ All Purchases \$1,000 or more

Finance Director approval is required through the PO process, in addition to the Department Head, City Clerk, and Revenue Supervisor.

➤ All Purchases \$5,000 or more

Mayor approval is required through the PO process, in addition to the Department Head, City Clerk, Revenue Supervisor, and Finance Director.

➤ Non-budgeted Purchases of Goods or Services \$5,000 or more

City Council approval required.

➤ Professional Service Contracts \$10,000 or more

City Council approval required.

➤ Purchases \$15,000 or more – Goods or Services

City Council approval required to award Sealed Bid (See Section IX).

➤ Purchases \$50,000 or more – Public Works Contracts Only

City Council approval required to award Sealed Bid (See Section IX).

EXCEPTIONS:

Budgeted items of a routine nature

Examples

- Compensation of officers and employees
- Payments of principal and interest on bond or warrant issues

I. Introduction

- A. The purpose of these purchasing policies and procedures is to establish a legal and orderly method of buying goods and services for the City of Leeds, Alabama (“City”). These policies and procedures shall apply to all City of Leeds employees, officers, officials, and agents when buying any goods or services for the City.
- B. By using these guidelines, the City hopes to achieve impartiality, integrity, and cost savings in the buying of goods and services. Another objective is to ensure that needed materials will be in enough supply to avoid any interruption in the delivery of services to the public.
- C. All purchasing records of the City will be open to inspection by any person, at all reasonable times and under reasonable regulations, except where prohibited or restricted by law.
- D. No officer or employee of the City shall be financially interested, either directly or indirectly, in any contract or purchase of any goods, materials, equipment, or contracted services furnished to or used by any Department, Board, or Agency of the City Government. There are certain statutory exceptions to this State regulation pertaining only to a Class 7 Municipality (Population of 6,000- 11,999) such as Leeds (*Code of Alabama*, Section 11-43-12).
- E. No officer or employee of the City may accept or receive, directly or indirectly, money, entertainment, gift, or any promise, obligation, or contract for future reward or compensation from any person, firm, or corporation to which any contract or purchase order may be awarded.
- F. The City Purchasing Authority shall be the City Clerk or Zoning Administrator or, in their absence, the Mayor. The City Purchasing Authority may authorize the purchase of items less than \$5,000, which have been approved in the budget by City Council. Mayor approval is required for purchases greater than \$5,000 up to the limits set by the Alabama Competitive Bid Law (See Section IX, “Procedures for Sealed Bids”).

II. General Guidelines

- A. Only those employees listed in the Purchasing Authorization List (PAL) shall make purchases of goods and services to be used by the City (See Appendix A). Employees of the City of Leeds in good standing are eligible to be appointed to this list. Supervisors shall furnish to the City Clerk a list of the qualified employees that they wish to serve as “Purchasing Agents” for their Departments or Divisions. The PAL will be prepared by the City Clerk and sent to all Supervisors on a biannual basis. Those employees listed will be the only ones who will be able to incur an obligation against the City of Leeds. Employees who are not on the PAL, if instructed by an authorized employee who is on the PAL may pick up items approved for purchase. In these situations, the sales ticket or invoice must be signed by a person listed on the PAL, with name and/or employee number printed legibly, before the ticket or invoice is submitted to the Administration Division.
- B. The use of Procurement Credit Cards is outlined in Appendix “B” and the Procurement Card Policy and Procedures Manual.

(A separate resolution will need to be prepared and adopted simultaneously)

- C. No accounts may be opened on behalf of the City without following the procedures outlined in Section V, Procedure for Adding New Vendors. The assistance of the City Clerk should be utilized.
- D. In all purchasing situations, except those governed by the State Bid Law, price comparisons are to be obtained from two to three vendors to ensure the City receives quality merchandise at the lowest possible price. Purchases that are exceptions, as allowed by the State Bid Law, will not require price comparisons as described in this section.

The following buying limits for goods and services shall be used to determine how price comparisons are to be made:

<u>Amounts</u>	<u>Request</u>	<u>Method of Pricing</u>
All Goods and Services:		
\$0 – \$499.99	Verbal	Two verbal quotes recommended.
\$500 – \$14,999.99	Written	Three (3) written quotations required. List vendor quotes on Electronic Purchase Order, attach to invoice, and turned into Administration as a packet.
\$15,000 and above		Formal sealed bids (<i>Code of Alabama</i> , Section 41-16-20)

Vehicle & Equipment Exemption:

\$0 – \$5,000	No quote	Vehicle & Equipment Repair Exemption – \$500 and above will need Electronic Purchase Order.
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Public Works Contracts:

\$500 – \$49,999.99	Written	Three (3) written quotations on vendor letterhead required. List vendor quotes on Electronic Purchase Order (Quickbooks), attached to the invoice, and turned into administration as a packet.
\$50,000 and above	Written	Formal sealed bids (<i>Code of Alabama</i> , Section 39-2-2)

Under no condition or circumstance will a purchase be split or invoiced separately in order to make a purchase qualify for a lower expenditure category.

All specifications and vendors’ prices shall include freight charges F.O.B. (Freight on Board) Delivery to Leeds. All vendors should be advised at the time prices are obtained that freight charges quoted will be the maximum paid by the City, and under no circumstances will additional freight charges be paid.

- E. All tickets and/or invoices must be filled out completely and turned in to the Administration Division as soon as possible, preferably not greater than 72 hours. Departments with excessive turnaround times will be referred to as the Mayor. The entire account number being charged shall be

it is plainly marked on the ticket, invoice, or purchase order. ~~Buyer~~The buyer must be sure to sign and print the name or employee number on the ticket and/or invoice.

- F. If a purchase is made and is specific to a project passed by resolution, the project name must be identified on the invoice. When purchases made are to be reimbursed by a grant, the name of the grant and the amount to be charged must be plainly marked on the ticket, invoice, or purchase order.
- G. When purchases made are deemed to be reimbursable by FEMA, AEMA, or another agency because they are directly related to a hurricane or other disaster, the name of the disaster, physical location of where the purchase was used, a description of how the purchase was used, and the dollar amount shall be plainly marked on the ticket, invoice, or purchase order. This includes preliminary disaster purchases for protective measures as well as all expenditures incurred during and after the disaster, such as cleanup and damage repairs.
- H. The incorporated municipalities of the State of Alabama are specifically exempted from the payment of Alabama Sales Tax on purchases of tangible personal property. Since a specific exemption is provided by law, a certificate of exemption is not needed (*Code of Alabama, 1975, Section 40-23-4(11), as amended*). A copy of the Certificate may be requested from the City Clerk.

III. Emergency Purchases

- A. Emergency purchase of goods or services may be authorized by the Department Head or, in his/her absence, the Purchasing Authority when delivery is critical to the life, health, or comfort of the City and when normal purchasing procedures cannot be followed.
- B. For items within his/her purchasing range, the Supervisor must secure verbal approval from his/her Department Head before such emergency purchase and shall submit a written report to the Purchasing Authority via his/her Department Head within 24 hours after such emergency purchase. The report must set forth the nature of the emergency and a summary of the purchasing procedure used.
- C. The City Council has the authority to let contracts under the State Bid Law (purchases or contracts \$15,000 and above) without advertisement in emergency situations when public health, safety, or convenience is at risk through delay. Sealed bid laws must still apply to purchase. Such an emergency must be declared in writing by the Department Head in advance~~+~~, and the City Council shall ratify the contract award based upon the justification provided by the Department Head.

IV. Special Requests and Conditions

- A. No purchases shall be made unless the purchases are for budgeted items with available funds in the current year budget or have been specifically approved by the Mayor or the Mayor.
- B. Competitive pricing is not required if goods are available only through a single vendor, have uniform prices wherever bought, or are exceptions as defined in the State Bid Law. Sole source purchases

shall be approved by the Purchasing Authority prior to purchase. Sole source purchases are extremely rare.

- C. For the purchase or lease of personal property only, a Leeds resident person, firm, or corporation whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Leeds resident vendor responsible bidder. A Leeds resident vendor is defined as one who has a place of business within Leeds. It is the policy of the City of Leeds to purchase from a Leeds resident vendor whenever possible.
- D. Vendors offering equal value at equal cost will be rotated on an equitable basis. Equal cost is to be determined by evaluation of such factors as-like price, delivery, service, operations, features, salvage, and life cycle costing, if applicable.
- E. All contract changes orders, regardless of amount, shall be approved through a resolution by the City Council.

V. Procedure for Adding New Vendors

- A. A new vendor may be added if either of the following criteria are-is met:
 - 1. The amount of the purchase is greater than \$100, or the purchase cannot be made with a procurement card.
 - 2. Repeat purchases are anticipated.
- B. If the vendor is located outside the City, the item being purchased, or service being rendered should not be available within the City from a preferred local vendor.
- 3. A Vendor Application Form shall be completed and submitted to the Purchasing Division to ensure a local vendor cannot be utilized, or purchase cannot be made by the procurement card. The entire scope of the purchase will be reviewed to determine if an account should be opened. Decisions will be made on a case-by-case basis. It is the City's policy to discourage low volume, infrequent vendor accounts.

VI. General Purchasing Procedures

- A. For purchases of \$0 – 499.99
 - 1. Purchase can be made by any employee on the PAL. A City I.D. must be presented by the City employee to the vendor when purchasing at a store.
 - 2. The ticket or invoice for a purchase must be submitted to the Administration Division or attached to the procurement Card system as soon as possible but in no case greater than 72 hours. The account number and signature of the purchaser must be plainly and legibly marked on the ticket or invoice. If the signature is unreadable, please print the name under it.

3. Up to \$200, items can be purchased from Petty Cash, as outlined in the Petty Cash Policy. Buying limit requirements shall be adhered to.

B. For purchases of \$500 – \$14,999.99

\$500 – \$49,999.99 for Public Works Contracts

1. An Electronic Purchase Requisition (See Section VIII) must be submitted by the employee making a purchase through the Division Supervisor to the Purchasing Division. A summary of quotations received, to include vendor name and pricing, must be written on the Electronic Purchase Requisition.
2. The Purchasing Division will verify established procedures are being followed. After approval by the Purchasing Division, the Requisition will be routed to the Purchasing Authority for processing.
3. In cases where the established procedures are not being followed, or the item is not budgeted, the Requisition will be routed to the Mayor for approval and signature.
4. Once approved, the Requisition will be released by the Administration Division and become a Purchase Order.
5. ~~Information~~ The information reflected by the Requisition/Purchase Order is then entered into the computer system to encumber the account. Any pertinent notes should be entered and monitored in the notes section of the Requisition.
6. The printed Purchase Order accompanied by the written quotes summarized in the Electronic Purchase Requisition must be attached to the Invoice when submitting for payment.

C. For purchases of \$15,000 and above

\$50,000 and above for Public Works contracts

1. The Competitive Bid Law is codified through Titles 39 and 41, *Code of Alabama, 1975*.
 - a. The Bid Laws have been interpreted by the Courts and by the State Attorney General's Office to mean that like items purchased by the entire City, totaling \$15,000 and above, must undergo the sealed bid process. (\$50,000 for Public Works Contracts)
 - b. Bidders may be required to furnish a bid bond on any contract totaling \$15,000 and above (\$50,000 for Public Works Contracts) if bonding is available for such services, equipment, or materials. (*Code of Alabama, Section 41-16-50(c)*)
 - c. Bond in a responsible sum for the faithful performance of the contract with adequate surety may be required in an amount specified in the advertisement for bids. (*Code of Alabama, Section 41-16-58*)
 - d. For your convenience, the following exceptions allowed by the Competitive Bid Law are listed here:
 - Purchases of utility services where no competition exists, or rates are fixed by law.

- Purchases of insurance.
- Purchases of election supplies. However, the purchase or lease of voting machines is not exempt from the bid law.
- Contracts for services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, or other individuals who possess—possessing a high degree of professional skill where the personality of the individual plays a decisive part. (“Professional Services”)
- Contracts of employment in the regular civil service.
- Purchases of products made or manufactured by the blind or visually handicapped under the direction or supervision of the Alabama Institute for the Deaf and Blind.
- Purchases of maps or photographs from a federal agency.
- Purchases of manuscripts, maps, books, pamphlets, and periodicals.
- The selection of paying agents and trustees for any security issued by a public body.
- Professional service contracts for the codification and publication of the laws and ordinances of a county or municipality.
- Contractual services and purchases of commodities for which there is only one vendor or supplier.
- Contractual services or purchases of personal property, which by their very nature are impossible to award by competitive bidding.
- Purchases of products where the price of such products is already regulated and established by state law.
- Contracts for furnishing of fiscal or financial advice or services.
- Contracts relating to industrial development.
- The purchase of equipment, supplies or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties or public corporations, boards or authorities that are agencies, departments or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.
- Repair of construction equipment and all vehicles for which parts or service is of a specialized nature.

The State and Leeds Bid Lists are to be used whenever possible.

Note: The State bid, and County bid should state, in writing, that the contract was let for the benefit of municipalities as well as the state or county. ~~Purchase~~The purchase of items on the State Bid List should reflect commodity number and State contract number. If the vendor cannot provide these numbers, it is not on the State Bid List. The City cannot purchase from the Federal General Services Administration's (GSA) contracts but may use GSA prices for comparison. It is recommended that other prices be obtained when using the State Bid List; State bid prices are not always the lowest.

~~Exception~~An exception to Federal GSA: Police and Fire Departments can purchase items to be used for Homeland Security, and Schedule 70 contracts can be utilized for computers.

2. Purchases shall not be split in order to avoid the requirements of the bid laws.
3. Invitations to bid for items other than Public Works Contracts shall be prepared by the City Clerk. The Public Works Director shall be responsible for preparing invitations to bid for Public Works Contracts with the City Clerk's assistance and knowledge. Scheduled bid openings will normally be held on Tuesdays at 10:00 AM. Bid openings will normally be held in City Hall unless an alternate place is designated and posted on the public bulletin board prior to the opening. The City Clerk may set special bid openings and change the location as he/she deems necessary.
4. All bids will be opened in a public meeting. A bid tabulation sheet will be prepared as bids are opened, showing the items responded to appropriate bid amounts received.
5. The Purchasing Authority or his/her designee is required to attend each bid opening. Department heads, other staff members, vendors, and the general public are invited and welcome to attend bid openings.
6. All bids will be time date stamped regardless of the time received. Any bid received after the appointed time of opening will be placed in the bid file, unopened, and retained by the City.
7. All bids, together with all documents pertaining to the bid or award of a contract, shall be retained and made part of a file or record for a period of seven (7) years, or as required by the Alabama State Records Retention Law.
8. At the bid openings, the City's representatives may question any bidder as to the validity of the bid; however, no one representing the City shall make any commitment to a bidder as to a purchase prior to the awarding by Council and the issuance of a Purchase Order or Contract.
9. City Council shall award the contract for all accepted sealed bids by resolution. Unit price, estimated quantity contracts may be awarded ~~with~~ an amount "not to exceed" identified. If the contract expenditure exceeds the "not to exceed" amount, a change order must be approved by resolution of the City Council.
10. In the event only one (1) bid is received, the City may reject the bid and negotiate the purchase provided the purchase price is lower than the bid price. The City may further reject any bid if the price is deemed excessive or the quality of the product or service does not meet the specification or is otherwise deemed nonconforming. Should the City solicit bids and receive

none, the City may then negotiate a price with any vendor without soliciting bids a second time. The City reserves the right to reject any or all bids and to waive any informality.

VII. Professional Service Contracts/Agreements

- A. Department Heads may approve and execute maintenance and professional service contracts with a value of less than \$5,000 without prior City Council approval.
- B. The Mayor may approve and execute professional service contracts with a value of less than \$10,000 without prior City Council approval.
- C. City Council must approve professional service contracts with a value of \$10,000 or more.

Note: Professional service contracts must address professional errors and omission coverage. A Certificate of Insurance evidencing coverage must be provided to the City referencing the project name. Contact the City Clerk to determine appropriate coverage before executing any contracts or agreements.

VIII. Procedure for Electronic Requisitions/Purchase Orders

- A. Before making a purchase of \$500 or more, an employee must submit an Electronic Purchase Requisition. A summary of quotations received, to include vendor name and pricing, must be written on the Electronic Purchase Requisition.
- B. Once an Electronic Purchase Requisition is submitted, it is approved as follows:
 - 1. Department Head – Verifies that the purchase is justified and authorizes expenditure to a department account. Approval by a Department Head for a department other than their own is not allowed without the approval of Department Head to which the expense is charged.
 - 2. Purchasing Agent – Verifies established procedures are being followed, and that the requisition has been filled out correctly.
 - 3. City Clerk~~Treasurer~~ – Verifies that the vendor has a current business license and is tax compliant, when applicable. Approval is held until the vendor has obtained the required licensing.
 - 4. Purchasing Authority~~Finance & Administrative Services Director~~ – Approves purchases greater or equal to \$1,000, verifies that enough funds have been budgeted/allocated to cover the cost of the purchase.
 - 5. Mayor – Approves purchases greater or equal to \$5,000 or when an account is over budget.
- C. Once approved, the Electronic Purchase Requisition must be released by the Administration Division for it to become an Electronic Purchase Order.

IX. Procedures for Sealed Bids

(Purchases of \$15,000 and above; \$50,000 and above for Public Works Contracts)

All applicable public contracts for the City of Leeds must conform to the *Code of Alabama*, Title 41.

- A. The Purchasing Manual should be reviewed on a regular basis to ensure compliance is maintained.
- B. At least fourteen (14) days should be allowed from the date the bid package is placed on the City website or mailed until the bid opening date. The Invitation to Bid must be posted on the public bulletin board at City Hall on the same day that the bid package is placed on the City website or mailed.
- C. The bid package shall clearly indicate the person to contact in cases when the vendor may have questions.
- D. The following sources should be utilized in developing bid specifications:
 - 1. NIGP (National Institute of Governmental Purchasing)
 - 2. State and/or Leeds bid specifications
 - 3. Other Cities' bid specifications
 - 4. Internal staff

The practice of having vendors participate in formulating the specifications should be avoided if possible. In cases where a vendor did participate in the preparation of the bid specifications, a pre-bid conference or similar review should be conducted to ensure that other vendors are able to ~~fairly bid~~ bid fairly.

- E. The Bids must be received by U.S. Mail, Federal Express, etc., not later than the time and date for bid opening specified in the bid package. Walk-in bids are acceptable, but ~~hand-hand~~carried bids must be turned in at the City Hall front desk by the bid deadline. All bid packages shall be date/time stamped by the City Hall front desk attendant at the time they are turned in and logged. The City accepts no responsibility for the acceptability or receipt of walk-in bids.

- F. Newspaper bid advertisements shall conform to the following:

The first bid advertisement in the newspaper must appear at least fourteen (14) days prior to the bid opening date.

<u>Projected Bid Price</u>	<u>Procedure</u>
\$15,000 – \$19,999.99	No newspaper advertising is required. However, consideration should be given to a small, one-time advertisement that simply states that a bid on a specific item is being conducted and the place where specific bid information may be obtained.
\$20,000 and above	The bid shall be advertised once in a newspaper published locally <u>or should a local paper not be available then posting at the legally established locations within the city.</u>

Items below are the newspaper advertising requirements for Public Works Contracts only.

\$50,000 – \$499,999.99 The bid shall be advertised once in a newspaper published locally.

\$500,000 and above The bid shall be advertised at least once in three (3) newspapers of general circulation throughout the State.

- G. There shall be no changes in the bid specifications starting 48 hours prior to the scheduled bid opening. This should be clearly indicated in the bid package. All bid inquiries should be directed only to the specific person(s) indicated to receive inquiries in the bid package. Answers to all inquiries shall be provided to all bidders via written addendum. All addenda shall be issued by either the City Clerk or Public Works Director for promulgation to vendors. All receptionists responsible for directing calls should be made aware of this by the City Clerk.
- H. Warranty information should always be included by the vendor as part of their sealed bid. This should be clearly stated in the bid package.
- I. Council approval is required to award sealed bids.
- J. Upon award, the successful bidder must become registered as a City Vendor. The successful bidder will be required to obtain a Leeds Business License if delivery trucks or business representatives operate within the City. Vendors are not required to obtain a business license if items are shipped through common carrier. Vendors shall be responsible for Use Taxes, if due, on materials provided by the Vendor in accordance with Alabama Law and local City Ordinances. Contractors performing construction work on a project must obtain a Leeds Building Permit, but permit fees will be waived. Contractors shall do no work until Certificates of Insurance acceptable to the City have been filed and approved.

X. Public Works Contracts

Section 39-2-1, *Code of Alabama 1975*, defines public works as:

“The construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvements to be constructed, repaired, renovated, or maintained on public property and paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.”

All public works projects involving a public expenditure of \$50,000 or more must be competitively bid. Public works projects less than \$50,000 are exempt from the regular bid law. The City Clerk should be consulted to determine if a project truly qualifies as a public works contract.

All Public Works Contracts for the City of Leeds must conform to the *Code of Alabama*, Title 39.

A. Licenses Required.

1. Any contractor performing any construction work for the City must possess all licenses and permits required by the City of Leeds. Any general contractor desiring to bid on any contract to construct any building, highway, sewer, grading, or any improvement or structure

costing \$50,000 or more must possess a valid current general contractor's license issued by the State of Alabama. All bidders must include a current State of Alabama Contractor's License Number on the bid. No contract in the amount of \$50,000 or more shall be awarded to any contractor who is not a currently licensed Alabama General Contractor.

2. In addition to necessary state and local business and contractor's licenses, an out-of-state corporate contractor shall be registered to do business in Alabama by the Secretary of State. Proof of such qualification shall be provided to the Purchasing Authority at the time of business license fee payment. A card reflecting the State Certification Number shall be enough proof.

B. Plans and Specifications Required.

On any construction project costing \$50,000 or more, all engineering plans, specifications, and estimates shall be prepared by, and the construction executed under the direct supervision of, a professional engineer or registered architect.

C. Advertisement.

1. Any construction project costing \$50,000 or more shall be advertised at least once in a newspaper published locally. Any Public Works Contract costing \$500,000 or more shall be advertised at least once in three (3) newspapers of general circulation throughout the State.
2. The advertisement shall be posted on a bulletin board maintained in Leeds City Hall.
3. Invitations to bid may be mailed or faxed to all Alabama contractors on the City of Leeds bid list for projects of the type being bid or placed on the City's website.

D. Bid Guaranties.

All bidders shall furnish a bid bond on any contract in excess of \$50,000 if bonding is available for the services, equipment, or materials. In cases where bonding is not available, a certified check payable to the City of Leeds will be required. The amount of the bond or certified check shall be for an amount not less than five percent (5%) for all Alabama contractors on the City of Leeds bid list for projects of the type being bid of the estimated cost or of the contractor's bid but not more than \$10,000 unless special circumstances require a greater amount.

E. Performance Bond and Labor and Material Payment Bond.

Any person, firm, or corporation entering into a contract with the City for the repair or construction of any public building, public work, highway, or bridge shall provide a performance bond equal to one hundred percent (100%) of the contract price and, in addition thereto, another bond with good and sufficient surety, payable to the City of Leeds, in an amount required by the City of not less than fifty percent (50%) of the contract price, with the obligation that such contractor shall promptly make payments to all persons supplying him with labor, materials, or supplies and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on said bond (*Code of Alabama*, Section 39-1-1(a)). The specifications may permit the alternative of an irrevocable letter of credit to be presented in place of a bond. Bonds are not required on contracts of less than \$50,000 by the *Code of Alabama*, Section 39-1-1, but a bonding requirement

imposed by the City under *Code of Alabama*, Section 41-16-58 for contracts under \$50,000 would not be precluded.

F. Insurance Requirements for Contractors.

Any person, firm, or corporation entering into a contract with the City for the repair, maintenance, or construction of any public building, public work, highways, or bridges shall have Workers' Compensation and Comprehensive General Liability Insurance in an amount deemed appropriate by the City but never less than \$1,000,000 Combined Single Limit. The Certificate of Insurance shall name the City of Leeds as an additional insured.

G. Preference ~~to~~for Resident Contractors.

1. ~~A~~preference shall be given to Alabama contractors bidding on construction projects being funded by State, County, or City funds to the same extent preference is given to nonresident contractors in their home state.
2. Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.
3. A summary of this law shall be a part of the advertised specifications of all projects affected by this law.

H. If a construction contract is funded in part by grant ~~money~~sums of money, the applicable Federal or State administrative requirements shall control in any situation where the Municipal guidelines differ.

I. All contract changes orders in excess of \$5,000 shall be preapproved by the resolution of the City Council. Change orders less than \$5,000 shall be ratified by Council.

J. No specification for the use of ~~sole~~sole-source materials, products, systems, or services may be made unless there is compliance with the *Code of Alabama*, Section 39-2-2(f).

K. *Code of Alabama*, Sections 39-3-1 and 39-3-4, require the use of domestic materials, supplies, other products, and steel if these are available at reasonable and competitive prices and are not contrary to any sole source specifications implemented under Section 39-2-2(f). In the event, the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

XI. Maintenance, Rental, Lease, and Lease Purchase Contracts

A. All contracts for leases, lease purchases, rental agreements, or maintenance agreements must be submitted to the City Clerk, who will determine whether the document should be reviewed and approved by the City Attorney. Only the Mayor has the authority to sign contracts on behalf of the City. Insurance requirements must be reviewed by the City's Insurance Agent, and their concerns addressed.

- B. All leases, lease purchases, rental agreements, or maintenance agreements are subject to bid laws if the amount equals or exceeds \$15,000. (See Section VI-C)
- C. A lease purchase plan is an option available to the City to be used when deemed to be in the best interest of the City. A ~~lease-lease~~-purchase agreement may not exceed a period of five (5) years.
- D. Contracts for purchases of personal property shall not be awarded for terms greater than three (3) years, and contracts for contractual services shall not be awarded for terms greater than five (5) years.
- E. Lease purchase contracts for capital improvements and repairs to real property shall be let for periods not greater than ten (10) years.

XII. Vehicle and Equipment Purchases

The following procedures should be used when making approved purchases of vehicles and/or equipment:

1. Present desired specifications to ~~Fleet Manager~~Department Head for review. Be sure to include a request for a parts manual.
2. Discuss with City Clerk to determine whether the item should be purchased from the State Contract List, other approved contracts, or if it should be competitively bid.
3. ~~Buyer~~The buyer must inform the City Clerk of which existing units are being replaced, or present proof of fleet increase approval.
4. Follow applicable purchasing procedures for competitive bid and/or requisition.
5. Place order after Purchase Order is fully approved.
6. Vehicle and equipment titles must be made out to the ~~City Hall~~Public Works Shop address, as follows:
 - City of Leeds
 - 1400 9th St
 - Leeds, AL 36542
7. Received vehicles and equipment must be delivered directly to City Hall for an initial inspection prior to use.
8. Original title and copy of the invoice and any additional documentation should be submitted upon item delivery to the City Clerk at City Hall. City Clerk will add new items to insurance and apply for license plates when required. The City Clerk will issue the fuel card and issues the four-digit City ID number and enters the item into a fixed asset database.
9. ~~Original~~The original invoice should be approved and submitted to the Administration Department for payment.

XIII. Workers' Compensation Insurance Requirements for Vendors

All vendors performing work or services on City property are required to provide proof of workers' compensation insurance prior to beginning work on City property.

The State of Alabama requires businesses with more than four employees to have workers' compensation insurance coverage, but the City is required to pay for workers' compensation insurance coverage for all vendors who work on City property, even if they have four or ~~less-fewer~~ employees, if their proof of insurance is not on file. To reduce costs, the City requires all vendors, regardless of their number of employees, to provide proof of workers' compensation insurance prior to beginning work on City property. Exceptions to this requirement will be entertainment performers, or other contracted vendors where the cost of assuming workers' compensation coverage is approved by the Mayor.

XIV. Business License Requirements for Vendors

All vendors with a physical presence in the City of Leeds are required to have a Leeds Business License. This includes physically performing work within the City and delivery of goods by personnel and vendor-owned vehicles into City limits. Vendors using common carrier delivery methods such as FedEx and UPS are not required to obtain a business license.

XV. Partial Shipment Payment

When a partial shipment is received, and there will be a delay in completing the order, the Department Head may authorize payment for those goods received. The person receiving the items should sign the receiving ticket certifying that the items have been received, and the Department Head shall then authorize payment against a valid invoice.

XVI. Prepayment Purchases

On purchases of goods or services requiring prepayments, a procurement card shall be used in all cases where vendors will accept this card. A Purchase Order must be used in those cases where the vendor will not accept a procurement card. Purchase Orders in the amount of \$500 or more shall be sent to the Purchasing Authority for approval. Purchase Orders for less than \$500 may be sent directly to Accounts Payable. In this case, the Purchase Order shall state the amount of prepayment.

XVII. Reverse Auction Procedures

(Revised *Code of Alabama* Sections 41-16-50, 41-16-54, 41-16-55, 41-16-57)

- A. Authorization for Reverse Auction. Utilize reverse auction when making purchases of supplies or services. The reverse auction process encompasses two phases: 1) issuance of the pre-qualification documents that include specifications, terms and conditions, and 2) the online auction event. The

auction event shall be conducted through the internet using a third-party agent hired by the City Clerk to conduct the online event.

- B. Determination for Reverse Auction. The City Clerk has reviewed the purchase request has determined that the supplies or services are not available from state resources and has also determined that [the](#) use of the Competitive Sealed Bid and Competitive Sealed Proposals may not result in the most advantageous pricing for the City. In lieu of a bid or proposal, the City Clerk determines that a reverse auction would be in the best interest of the City to complete the purchase. Factors to consider include, but are not limited, to the following:
1. Value of the procurement
 2. Number of items to be purchased
 3. Specifications readily definable
 4. How often the item will be purchased
 5. Use by other agencies
 6. Availability of competition
 7. There are single/multiple delivery points

The City Clerk will then contact [a-the](#) third party to discuss the potential of doing a reverse auction for the respective purchase.

Upon completion of the reverse auction, the City Clerk will complete the Reverse Auction Scoring Worksheet for each proposed purchase and include a copy with the recommendation to the Mayor and Council.

XVIII. Petty Cash and Cash Box Policy

- A. A petty cash fund may be used to purchase small items of immediate need or to reimburse employees for [the](#) eligible outlay of cash. The following funds are presently authorized by Council Resolution for the respective divisions of the City:

<u>Fund</u>	<u>Amount</u>	<u>Custodian</u>
General Government	\$ 1001,000	Administration -
Municipal Court	\$ 450—500	Municipal Court Magistrate
Police	\$ 50750	Administrative Supervisor
Development	\$ 50200	Administrative Assistant II
Library	\$ 20500	Library Assistant Senior

When a Petty Cash and Cash Box Fund is established, and the cash presented to the Custodian, the designated Custodian (or their designees) shall sign a form provided by the Accountant. This form shall serve as a receipt and an acceptance of total responsibility for the cash so transferred. The form will certify that the Custodian fully understands and affirms compliance with City this policy. Any discrepancy in the fund will be the sole responsibility of the designated Custodian, notwithstanding an assignment of the Cash Box to the Custodian's agent.

No petty cash expenditure shall exceed \$200 for any one incident, except in the case of an emergency, in which case the Department Head shall give prior approval, in writing, with an explanation to the Mayor through the Purchasing Authority.

- B. Regulations governing operations of such funds shall be outlined in departmental operating procedures; however, a locked depository shall be used as a safeguard measure. An identical petty cash form is used to document purchases or reimbursements made by the various funds.
- C. Replenishing of petty cash funds follows standard accounts payable procedures in that the Department Head, or his/her designated agent, must approve all expenses. When replenishing of petty cash funds is necessary, the following procedures will be used:
1. The Petty Cash Custodian (City Clerk Revenue Financial Tech 4) will complete Section 1 of the Request for Reimbursement of Petty Cash Fund and attach it to the front of the supporting documentation. The package is then forwarded to the Administration Division for processing.
 2. Upon receipt of the package, the Administration Division will run a tape of the paid tickets. If the total agrees with the amount requested in Section 1 of the form, the Administration Division will endorse Section 2 of the original. The original will remain with the package.
 3. If the tape does not agree with the requested amount, the package will be returned to the Custodian for correction. When corrected, Steps 2 and 3 above will be repeated.
 4. The Administration Division verifies that the tickets are coded to the proper account numbers, so expenditures will be recorded as budgeted.
 5. A check is then issued for the request.
 6. The Administration Division will notify the Custodian that the reimbursement check is ready.
 7. The Administration Division will file the completed original form with the a copy of the check and all supporting documentation.
 8. The Administration Division will provide each custodian with one (1) original request form from which duplicates can be made.

9. Petty cash files are maintained by department in the Administration Division.
- D. Daily check-and-balance is maintained on petty cash boxes by having another person, other than the Custodian, count money, and verify documentation.
- E. Petty cash disbursements will be made for small purchases when it is not feasible to write a purchase order or when purchasing from sources with which the City does not have an account. Only purchases of \$200 or less will be made from petty cash.
- F. When petty cash expenditures are necessary, the following procedures will be used:
 1. An invoice will be secured for each purchase showing exact items purchased. If only a cash register tape is available, items purchased should be described on the Petty Cash Voucher.
 2. A Petty Cash Voucher will be prepared by the Petty Cash Custodian.
 3. The invoice will be attached to the Petty Cash Voucher and presented to the Petty Cash Custodian for reimbursement.
 4. The Petty Cash Voucher and invoice will be retained in the Administration Division as a part of their permanent records.
- G. When a Petty Cash Custodian terminates employment with the City, an eligible employee in the same Division and Department shall be appointed by the Mayor.

XIX. Recurring Contractual Charges

Payment of recurring monthly charges and reimbursement is an accounting procedure and not a purchasing procedure; therefore, no purchase order will be needed for these payments. Procedures for payment will be implemented by the Administration Division. Examples of these payments are automobile allowance, utility bills, debt services, and appropriations.

XX. Grant Administration

When making purchases with funding from multiple agencies, the strictest purchasing policy shall prevail. Most grants are heavily regulated by specific policies and operational procedures. It is important to know which purchasing rules and policies to follow and how to clarify and resolve any conflicts within those rules and policies. If there are areas of deficiency in the City policies, then the Federal and/or State policies and procedures must take precedence. All procurement of labor, services, or materials made with grant funds shall conform to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), State Bid Law (Code of Alabama, Title 41), and Public Works Law (Code of Alabama, Title 39).

XXI. Promulgated Rules

The Purchasing Authority may, with approval of the Mayor or Mayor, promulgate any procedure(s) necessary for the implementation of this policy.

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Appendix A: Purchasing Authorization List (PAL) and Instructions

PURCHASING AUTHORIZATION LIST

Updated February 29, 2016

<u>DEPARTMENT</u>	<u>PURCHASING AGENT</u>	
	Mayor City Clerk Administrative Assistant(s)	
Human Resources	Human Resource Officer Payroll/Benefits Specialist	
Finance & Admin Services	City Clerk Finance & Administrative Services Director Accountant Revenue Supervisor IT Officer Permit Coordinator Accounting Supervisor GIS Specialist City Clerk Network Administrator Purchasing Tech Systems Administrator	
Municipal Court	Magistrate(s)	
Development	Zoning Administrator Building Inspection Officers Administrative Assistant	
Building	Building Official Building Inspector(s) Permit Clerk	
Public Works	Public Works Director Administrative Assistant	
Police Department	Police Chief Captain Police Deputy Chief Lieutenants on each shift Corporals Administrative Assistant Sergeants on each shift Corporals on each shift	
Fire Department	Fire Chief Fire Deputy Chief Training Lieutenant Fire Marshal Lieutenants	

Instructions to Department Head:

It is compulsory that every Purchasing Agent ~~have~~ has a good working knowledge of the purchasing regulations. Upon separation from employment, a Purchasing Agent should be replaced by the Department Head by his/her sending the replacement name to the Purchasing Authority. Infractions of the purchasing regulations by a Purchasing Agent will be reviewed by the Purchasing Authority and the Mayor and may result in a reprimand or disciplinary action.

Item Attachment Documents:

19. Resolution 2020-01-12 Declaring certain property surplus & authorizing sale

CITY OF LEEDS

RESOLUTION NO.: 2020-01-12

RESOLUTION DECLARING AND DEEMING CERTAIN MUNICIPAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR PUBLIC PURPOSES & AUTHORIZING AND APPROVING SALE.

WHEREAS, the City of Leeds, Alabama has certain items of personal property which are no longer needed by the City for municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama 1975 authorizes the municipal governing body to dispose of unneeded personal property; and

WHEREAS, the City has recently upgraded certain communication equipment as part of its efforts to consolidate its emergency communication district; and

WHEREAS, the consolidation efforts has resulted in older surplus equipment being available.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, AS FOLLOWS:

1. The above Recitals are true and correct and included herein as if fully set forth.
2. The personal property owned by the City of Leeds and hereby determined to be surplus and no longer needed is identified as:

- | | | | |
|----|---|------------------------------|-------------------------|
| a. | 2007 | Ford Crown Victoria | VIN - 2FAFP71W47X136490 |
| b. | 2008 | Dodge Charger | VIN - 2BEKA43H38H299460 |
| c. | 2009 | Ford F550 rescue/Brush truck | VIN - 1FDAX57R49EB22034 |
| d. | 6 ½ Foot Roll Back Bed cover for Dodge 2500 | | |
| e. | Surrey fire education trailer | | |

3. The City staff is hereby authorized to lawfully dispose of the subject surplus property by the best legal means possible.
4. The Mayor, City staff, and City Attorneys shall have the full authority to do those things, perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

APPROVED AND ADOPTED this the 27th day of January 2020.

CITY OF LEEDS, ALABAMA:

David Miller, Mayor

Date

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

Item Attachment Documents:

20. Resolution 2020-01-13 Consider a One-time waiver of Special Event time requirements

CITY OF LEEDS

RESOLUTION NO.: 2020-01-13

ONE TIME WAIVER OF TIME REQUIREMENTS FOR SPECIAL EVENT LICENSING

WHEREAS, the City regulates business licensing for Special Events as defined by the City Code, (the “Event”); and

WHEREAS, the City Code requires that a Special Events license request be submitted at least 30 days prior to the subject event; and

WHEREAS, the applicant (Right Stuff, LLC) has requested that the City grant a one-time waiver of the 30-day time requirement, and such a waiver of requirements necessitates Council approval.

NOW, THEREFORE, be it resolved by the City Council of the City of Leeds, Alabama, at a regular meeting, duly assembled, with a quorum being present, the City Council hereby finds that:

1. The foregoing Recitals are incorporated herein by reference and are included herein as part of this Resolution as if fully set forth.
2. The 30-day time requirement for the issuance of a Special Events license is hereby waived for the Rights Stuff application for Special Events.
3. The Mayor and City staff shall have the full authority to do those things, to perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

ADOPTED and APPROVED this the 27th day of January 2020

AYES:	_____
NAYS:	_____
ABSENT FROM VOTING:	_____
ABSTAIN:	_____

CITY OF LEEDS, ALABAMA

David Miller, Mayor

DATE

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

Item Attachment Documents:

21. Resolution 2020-01-14 Requesting Legislative Annexation of Property

CITY OF LEEDS

RESOLUTION NO.: 2020-01-14

REQUEST TO THE ALABAMA STATE LEGISLATURE TO ANNEX CERTAIN PORTIONS OF PROPERTY INTO THE MUNICIPAL LIMITS OF THE CITY OF LEEDS ALABAMA.

WHEREAS, it is the opinion of the City Council of the City of Leeds, Alabama that the public health and public good require that certain territory shall be brought within and annexed to the corporate limits of the City of Leeds, Alabama; and

WHEREAS, the City Council deems it wise, expedient and economical to apply for the annexation of said territory to the corporate limits of the City of Leeds, Alabama by the passage of a Local Law in the Legislature of Alabama; and

WHEREAS, the City Council has caused to be prepared a Bill for introduction in the Legislature of Alabama, accurately describing said territory, to accomplish the annexation of said territory to the corporate limits of the City of Leeds, Alabama;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, as follows:

1. That the Mayor of the City of Leeds, Alabama be and is hereby directed to cause the following

notice to be published in a newspaper of general circulation published in Jefferson County, Alabama, once each week for four consecutive weeks, commencing on or before February 3, 2020, to-wit:

LEGAL NOTICE

STATE OF ALABAMA

JEFFERSON COUNTY

Notice is hereby given pursuant to Section 106 as amended by Amendment 341 to the Constitution of

Alabama 1901 that a bill substantially as follows will be introduced in the 2020 Session of the Legislature of Alabama and application for its passage and enactment will be made:

A Bill

To Be Entitled

An Act

To alter or rearrange the boundary lines of the City of Leeds, Jefferson County, Alabama, so as to include within the corporate limits of said City all territory

now within such corporate limits and also certain other territory contiguous thereto, in Leeds, Jefferson County, Alabama.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. That the boundary lines of the City of Leeds, Jefferson County, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Leeds, and in addition thereto the following described territory, to-wit:

[Here Describe Territory]

Section 2. A map showing the territory proposed to be annexed is on file in the office of the judge of probate in Jefferson County. This map is open to public inspection.

Section 3. This Act shall become effective upon its passage and approval by the Governor, or upon its otherwise becoming a law.

- 2. That the City Clerk be and is hereby directed to prepare the necessary copies of the abovementioned Bill for introduction in the Legislature; and that, immediately after the fourth publication of the notice prescribed in (1) above, the City Clerk shall pay the cost of such publication and procure from said publisher an affidavit substantially as follows:

State of Alabama,

Jefferson County,

Before me _____, a Notary Public in and for the State and County aforesaid personally appeared _____, who, being by me first duly sworn, deposes and sayeth that during the times herein mentioned he [she] was Publisher of _____, a newspaper of general circulation published in Jefferson County, Alabama, and that the attached notice was published in said newspaper once a week for four consecutive weeks without cost to the State of Alabama, said notice having appeared in the issues of said paper on _____, _____, _____, and _____, all in the year 2020.

Sworn to and subscribed before me on this ___ day of _____, 2020.

_____ Notary Public

- 3. The City Clerk is further directed to deliver the prepared Bills together with the publisher’s affidavit to the Hon. Dickie Drake Representative to the Legislature of Alabama from Jefferson County, and respectively request that he cause the same to be introduced in the Legislature of Alabama.

ADOPTED and APPROVED this the 27th day of January 2020

David Miller, Mayor

Date

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 27th day of January 2020.

City Clerk

2020 Proposed Annexation Areas

