

**MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF
JASPER, ALABAMA, HELD AUGUST 4, 2026**

10:00 a.m. - The meeting was called to order by Presiding Officer Jenny Brown Short in the Council Chambers, City Hall, 121 17th Street West, Jasper.

Present: Presiding Officer Jenny Brown Short, Councilmembers Lincoln Moody, Sam Watts, Jennifer W. Smith, and Willie Moore III, Mayor Josh Gates, City Clerk/Administrator Kathy Chambless, Attorney Jud Allen

Absent: City Attorney Russ Robertson

Invocation: Building Inspector Adam Bolton

Pledge of Allegiance: Police Captain David Mize

Approval of Minutes:

Motion

Moved by Councilmember Smith, seconded by Councilmember Moore that the minutes of the regular meeting held July 21, 2026, be approved.

Vote

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

Motion

Moved by Councilmember Moody, seconded by Councilmember Watts that the minutes of the special called meeting held July 28, 2026, be approved.

Vote

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

Consider amendments to the agenda. There were no amendments.

Consider approval of the agenda.**Motion**

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

Vote

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

Consider approval of an event permit for the 5th Annual Unity in the Community Block Party requested by Ken Marbury and Willie Moore to be held on August 8, 2026, at A.P. Howell (Coke Oven) Park from 5:00 pm – 9:00 pm, with a requested blockage of a portion of 25th Street to Martin Luther King Jr Drive.

Motion

Moved by Councilmember Moore, seconded by Councilmember Smith to approve event permit for the 5th Annual Unity in the Community Block Party.

Vote

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

Consider a request for permission to declare several vehicles from the Police Department as surplus property unneeded and to be sold at auction.

Motion

Moved by Councilmember Watts, seconded by Councilmember Moody to adopt a resolution to declare several vehicles from the Police Department as surplus property unneeded and to be sold at auction.

Vote

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

(See following page)

RESOLUTION NO.: 2026 – 56

WHEREAS, over the past few years, a several vehicles have become obsolete due to the purchase of newer items and age; and

WHEREAS, the Jasper Police Department is requesting authorization to sell, recycle, donate, and/or dispose of these items; using its discretion to determine manner of removal, resale value and the most effective marketplace for sale; and

WHEREAS, the Jasper Police Department is requesting authorization to sell, recycle, donate, and/or dispose of the following unneeded/surplus items:

- 2004 CHEVROLET AVALANCHE (3GNEC12T34G277504) (xxxxx approx.. miles)
- 2006 CHEVROLET BLAZER (1GNES13M162191002) (90,551 approx. miles)
- 2008 CHEVROLET TAHOE (1GNEC03088R256023) (173,776 approx. miles)
- 2011 CHEVROLET TAHOE (1GNLCE09BR325552) (256,017 approx. miles)
- 2012 CHEVROLET TAHOE (1GNLC2E07CR263361) (279,243 approx. miles)
- 2012 CHEVROLET TAHOE (1GNLC2E05CR261897) (315,857 approx. miles)

NOW, THEREFORE, BE IT RESOLVED, that the City Council of City of Jasper, Alabama authorizes the City Purchasing Agent to sell, recycle, donate, and/or dispose of these items; using its discretion to determine manner of removal, resale value and the most effective marketplace for sale.

ADOPTED THIS THE 4th DAY OF August, 2026.

Jenny Brown Skort
Lynk Moore
Ann White
Jenny W. Skort
Walter Moore

ATTEST:

Kathy Chambers

Consider adoption of Budget Amendment #2026/2027-14 to provide funds to purchase a leaf truck and the Retirement Systems of Alabama one-time lump sum payment for eligible retirees.

Motion

Moved by Councilmember Moore, seconded by Councilmember Smith to adopt Budget Amendment #2026/2027-14 to provide funds to purchase a leaf truck and the Retirement Systems of Alabama one-time lump sum payment for eligible retirees.

Vote

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

Consider adoption of a resolution to provide necessary funds to the Retirement Systems of Alabama authorizing a one-time lump sum payment for eligible retirees.

Motion

Moved by Councilmember Watts, seconded by Councilmember Moody to adopt a resolution to provide necessary funds to the Retirement Systems of Alabama authorizing a one-time lump sum payment for eligible retirees.

Vote

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

(See following page)

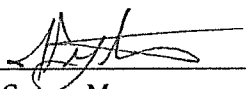
RESOLUTION NO.: 2026 – 57**ACT 2026-608
(LOCAL UNIT RETIREES AND BENEFICIARIES OF DECEASED RETIREES)**

BE IT RESOLVED that the City of Jasper, through its governing authority, elects to come under the provisions of Section 2 of Act 608 of the regular Session of the 2026 Legislature.

The City of Jasper agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of the City of Jasper with the aforementioned lump sum payment being paid in October 2026.

CERTIFICATION

I, Josh Gates, Mayor of the City of Jasper, hereby certify that the foregoing is a true and correct copy of the Resolution passed on this 4th day of August 2026.



Josh Gates, Mayor**ATTEST:**

Kathy Chambless, City Clerk

Consider adoption of a resolution to authorize Mayor Gates to enter into a Memorandum of Understanding for professional services related to industrial development.

Motion

Moved by Councilmember Watts, seconded by Councilmember Smith to adopt a resolution to authorize Mayor Gates to enter into a Memorandum of Understanding for professional services related to industrial development.

Vote

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

(See following page)

RESOLUTION NO.: 2025 - 58

WHEREAS, the City Council of the City of Jasper, Alabama, wishes to retain economic development consulting services; and

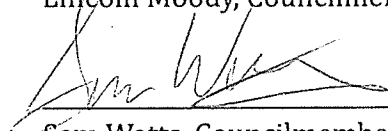
WHEREAS, the City of Jasper intends to enter a Memorandum of Understanding with Walker County Economic and Industrial Development Authority to provide professional economic development services including marketing, consulting, and project management services for \$200,000 annually.

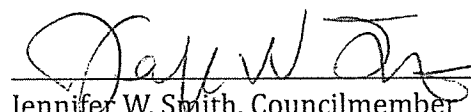
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Jasper, Alabama, that Mayor Josh Gates is hereby authorized to enter into an agreement Walker County Economic and Industrial Development Authority to provide professional economic development services

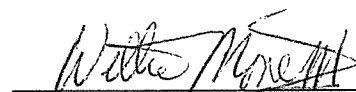
ADOPTED this the 4th day of August 2026.


Jenny Brown Short, Presiding Officer


Lincoln Moody, Councilmember


Sam Watts, Councilmember


Jennifer W. Smith, Councilmember


Willie Moore III, Councilmember

ATTEST:


Kathy Chambless, City Clerk

Consider adoption of an ordinance granting a water and sewer franchise to the Jasper Water Works & Sewer Board, Inc.

Motion

Moved by Councilmember Smith, seconded by Councilmember Moore to adopt an ordinance granting a water and sewer franchise to the Jasper Water Works & Sewer Board, Inc.

Vote

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

(See following pages)

Ordinance No. 2026 – 10

An Ordinance Granting a Water and Sewer Franchise to Jasper Water Works and Sewer Board, Inc., its Successors and Assigns

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

THIS FRANCHISE AGREEMENT ("Agreement") is entered into on the date of the last party hereto to execute this Agreement, by and between the **CITY OF JASPER, ALABAMA** (hereinafter referred to as the "City"), and **JASPER WATER WORKS & SEWER BOARD, INC.**, (hereinafter referred to as the "Board").

WHEREAS, the Board has previously been granted a franchise by the City for the construction, operation, maintenance, and use of a sewage collection system within the City, including the right, at all reasonable hours, to access its sewer mains, lines, pipes, lift stations, manholes, and related facilities for the purpose of inspection, maintenance, repair, replacement, and other lawful operational purposes, but such franchise has expired by its own terms; and

WHEREAS, the Board has previously been granted a franchise by the City for the construction, operation, maintenance, and use of a water distribution system within the City, including the right, at all reasonable hours, to access its water mains, lines, pipes, and customer meters for the purpose of inspection, maintenance, repair, replacement, and other lawful operational purposes, but such franchise has expired by its own terms; and

WHEREAS, the Board agrees and recognizes that it is required to obtain the City's consent in order to install, operate, extend and maintain the Water and Sewer System in, under, across, and through the public rights-of-way in the City (the "Purpose") and has requested the continuous use of the City's public rights-of-way for the Purpose; and

WHEREAS, the City Council wishes to accommodate the Board's request and grant the use of the City's rights-of-ways to the Board for the Purpose in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the City and Board enter into this Agreement and do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

- A. **"Rights-of-Way"** means the public streets, roads, alleys, sidewalks, and other public ways within the corporate limits of the City over which the City has jurisdiction and legal authority to grant occupancy rights, together with the surface and the space above and below such public ways as reasonably necessary for the installation, operation, maintenance, repair, replacement, and removal of the System. The term shall not include streets, roads, alleys, sidewalks, other public ways, property or easements that are not subject to the City's jurisdiction or authority to grant occupancy.

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- B. **"System"** shall mean a water distribution and a sewage collection system operated and managed in accordance with all Alabama Department of Environmental Management regulations and all other regulations applicable to water distribution and sewer collection.

SECTION 2. Grant of Non-Exclusive and Limited Authority. The City hereby grants to the Board, subject to the City's receipt of the compensation set forth herein, the non-exclusive and limited authority to own, construct, install, operate, extend, and maintain, and construct, the System in, under, across, and through the public Rights-of-way in the City of JASPER. The City reserves the right to grant the use of said rights-of-way to any person/entity at any time and for any lawful purpose. Nothing in this Agreement shall be construed as granting to Board an exclusive franchise. The grant of this franchise to the Board is for the sole and expressed purpose of operating a water distribution system and sewage collection system. The Board shall not permit the use of its System on the public Rights-of-way in any manner that would avoid or seek to avoid the need for a franchise from the City. It is expressly understood that the franchise granted herein is a privilege and not a right. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein.

SECTION 3. Duration and Term. The franchise agreement granted hereunder shall be for an initial term of twenty (20) years (the "Initial Term") commencing on the later of the date of execution of this Agreement or the effective date of Ordinance No. 2026-___, unless otherwise lawfully revoked or terminated as herein provided. Upon the expiration of the Initial Term, this Agreement shall automatically renew for five (5) additional years, subject to the terms and conditions contained herein, unless either party hereto provides notice to the other to terminate this Agreement by giving at least sixty (60) days' notice before the expiration of the then current term.

SECTION 4. Compensation to City. As consideration for this Agreement, which authorizes the Board's use and occupancy of the City's Rights-of-Way within the corporate limits of the City for the construction, operation, maintenance, repair, replacement, and removal of the System, the Board shall pay to the City the following franchise fee:

Water Service. The Board shall pay to the City an amount equal to five percent (5%) of the Gross Monthly Water Service Revenues received from the furnishing of retail, commercial, and industrial water service to customers whose service addresses are located within the corporate limits of the City. "Gross Monthly Water Service Revenues" means the revenues received by the Board during the applicable month that are directly attributable to the furnishing of retail, commercial, and industrial water service within the corporate limits of the City.

The franchise fee provided for herein is intended to apply only to revenues derived from the furnishing of water utility services and is not intended to apply to revenues that are not directly attributable to the provision of such utility services, including investment income and other non-operating revenues.

These amounts shall be paid by the Board to the City on a quarterly basis before the last day of the month following the end of each quarter. For example, for the quarter consisting of January, February, and March, payment for these amounts shall be due from the Board to the City on or before the last day of April.

The City shall receive notifications of all rate or fee increases within ten (10) days after approval of Board to increase such rates or fees. All current rates and fees shall be provided to the

City at the inception of this agreement.

The City shall receive a copy of the Board's annual audit report.

SECTION 5. Reservation of Regulatory and Police Powers. The City, through the granting and approving of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Board or any person or to charge reasonable compensation for such use, and the Board, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Board is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 6. System; Standards of System Maintenance and Operation. The Board shall not construct, install, expand, improve, or extend the System within the City Rights-of-Way pursuant to this Agreement without approval from the City which said approval shall not be unreasonably withheld.

Additionally, the Board shall, at all times, employ the degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. The Board shall install and maintain the System in such manner that its operations will not interfere with any installations of the City. All structures and all lines, equipment and connections in, under and upon the Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair. The Board shall maintain a force of employees and/or contractors at all times sufficient to provide safe, adequate and prompt service for the System in accordance with the permit issued to the Board by ADEM.

The Board shall perform the following general duties and obligations:

1. The Board will operate and manage the System in accordance with all ADEM regulations and other regulations applicable to sewer collection, treatment, and disposal.
2. The Board will comply with all local, state and federal laws and regulations regarding the management, design, construction, operation and maintenance of the System.
3. During the term of this Agreement and any renewal hereof, the Board shall have the right, but not the obligation, to provide water distribution services and sewer collection, treatment, and disposal services to commercial and residential users located within the municipal limits of the City of Jasper, subject to the Board's determination that such services are economically feasible, operationally practical, and consistent with the Board's available system capacity, treatment plant limitations, regulatory requirements, environmental restrictions, engineering considerations, and financial ability to provide such services. As owner of the System, the Board shall be responsible for the payment of all expenses associated with the operation, maintenance, and management of the

System and any tax obligations associated therewith.

4. The Board shall, at its cost, staff the System with qualified personnel who meet the certification requirements of the State of Alabama and continue upgrading, education and training of its staff in modern wastewater collection and treatment technology, safety and equipment maintenance.

5. The Board shall, at its cost, prepare reports as required by the applicable NPDES Permit, and file such reports with appropriate agencies as required by law.

The City recognizes that certain water facilities are currently located in the right-of-way of roads which are maintained by Walker County or the State of Alabama and agrees to assist the Board in obtaining necessary approvals so that the Board can make repairs, improvements or modifications to such System facilities and sewers or to make borings or expand the water and sewer System for the public good. It is agreed that all costs associated with the procurement and maintenance during the term hereof of said land right shall be borne exclusively by the Board, including, but not limited to, fees of land agents, surveys, title searches, attorney's fees, acquisition fees, bonuses, annual rentals, etc.

SECTION 7. Use of Streets.

A. Conditions of Street Occupancy. All portions of the System and all associated equipment installed by the Board pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the Rights-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-Way.

B. Payment of Costs. The Board shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-Way due to the installation, repair and maintenance of the System, and (2) the costs incurred in relocating any portion of the System or facilities constructed when required by the City; provided, however, that if the relocation is undertaken in connection with a project funded, in whole or in part, by the Alabama Department of Transportation ("ALDOT"), the United States Government, or any other governmental entity or funding source under which utility relocation costs are eligible for reimbursement, participation, or payment, the City shall cooperate with the Board in good faith and shall include the Board's eligible relocation costs in the applicable funding application, agreement, or reimbursement request to the fullest extent permitted by law. Any reimbursement or payment received for the Board's eligible utility relocation costs shall be remitted to the Board or otherwise applied to offset the Board's relocation costs.

C. Authority to Require Relocation. The City shall have authority to require the Board to relocate any facility located in violation of this section at the Board's sole expense. Such relocation shall be completed within forty-five (45) days of written notice to the Board from the City or as otherwise agreed between the City and the Board. The notice shall prescribe the area where the facility is located and any other special conditions deemed necessary by the City. Should the Board refuse or fail to relocate its equipment as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be paid by the Board to the City within sixty (60) days following the completion of the work.

D. Work on Public Rights-of-Way; Restoration of Damaged Areas.

1. The Board shall have the right to construct, install, operate, inspect, maintain, repair, replace, relocate, improve, extend, and remove its System within public Rights-of-Way in accordance with this Agreement and applicable law. Except as otherwise provided herein, the Board shall obtain any permits generally required by the City before undertaking any planned capital construction project involving the installation of new water or sewer mains, significant extensions of the System, major capital improvements, or other planned construction that materially affects public rights-of-way, traffic, or other municipal infrastructure. The City's permitting process shall be limited to coordinating construction activities, protecting public infrastructure, and ensuring public safety, and shall be administered in a reasonable, nondiscriminatory, and timely manner.

2. No permit shall be required for the Board's routine operation, maintenance, inspection, testing, leak detection, valve operation, meter replacement, hydrant replacement, repair or replacement of existing water or sewer lines, service line repairs, emergency repairs, or replacement of existing facilities in substantially the same location. If such work requires excavation within a paved street or materially affects traffic or public travel, the Board shall notify the City as soon as reasonably practicable and shall comply with any generally applicable traffic control requirements.

3. The Board shall coordinate planned construction activities with the City and shall use commercially reasonable efforts to minimize disruption to public travel, municipal operations, and adjoining property owners.

4. All work performed by the Board within public rights-of-way shall be conducted in accordance with applicable federal and state law, applicable regulations of the Alabama Department of Environmental Management, the Alabama Underground Damage Prevention Act, applicable Alabama Department of Transportation standards, and generally accepted utility construction practices.

5. Following completion of any work within the public rights-of-way, the Board shall restore affected streets, sidewalks, curbs, landscaping, and other public improvements to substantially the condition existing immediately prior to construction, ordinary wear and tear excepted, in accordance with applicable City standards. If the City determines that restoration is deficient, it shall provide written notice describing the alleged deficiency, and the Board shall have a reasonable opportunity to complete the corrective work. Only if the Board fails to complete such corrective work within a reasonable time after written notice may the City perform the restoration, and then only to the extent reasonably necessary. The Board shall reimburse the City for its reasonable, documented costs incurred in performing such work.

6. In the event of an emergency involving interruption of utility service, a water or sewer line failure, or an immediate threat to public health, safety, or property, the Board may immediately perform the work necessary to protect the public and restore service without first obtaining any permit otherwise required by the City. The Board shall notify the City as soon as reasonably practicable of the emergency work and shall obtain any permits required for restoration of the affected public rights-of-way promptly following commencement of the emergency work, if applicable.

7. The Board shall diligently pursue all construction, installation, maintenance, repair, replacement, relocation, restoration, and other work authorized under this Agreement to completion in a timely and workmanlike manner, using commercially reasonable efforts to minimize disruption to the public and to municipal operations. The Board shall complete such work within a reasonable time, taking into consideration the nature and scope of the work, weather conditions, availability of labor and materials, utility conflicts, regulatory approvals, unforeseen site conditions, emergencies,

and other circumstances beyond the Board's reasonable control. Nothing herein shall require the Board to accelerate, postpone, or interrupt other maintenance, repair, emergency response, or regulatory compliance activities when doing so would be impracticable, adversely affect the reliable operation of the System, or conflict with the Board's obligations under applicable law or regulatory requirements.

8. For any proposed subdivision, commercial development, industrial development, or other project located within the corporate limits of the City that will require the extension, relocation, upgrade, replacement, or installation of any portion of the System by a developer or other private entity for subsequent dedication to and ownership by the Board, the City shall require the proposed utility improvements to be included in the development plans submitted as part of the City's development review process. The City shall transmit, or require the developer to transmit, all plans and specifications relating to the proposed water and sewer improvements to the Board for review and approval. The Board shall review such plans solely for compliance with the Board's then-current engineering standards, specifications, policies, and operational requirements applicable to facilities that will ultimately be dedicated to and owned or operated by the Board. Upon the Board's approval of the utility improvements, the Board shall notify the City, and the approved utility plans shall be incorporated into the City's development review and approval process. Following the City's approval of the applicable preliminary plat, final plat, site plan, or building permit, as applicable, the utility improvements reflected on the approved plans shall be deemed authorized for construction, and no additional permit, approval, or authorization from the City shall be required for the installation of such approved utility improvements within the City's Rights-of-Way, except as may be required for traffic control, public safety, or changes to the approved plans.

SECTION 8. Relocation at Request of the City.

If the City reasonably determines that the relocation, adjustment, protection, support, or temporary removal of the Board's facilities located within the public rights-of-way is reasonably necessary in connection with a bona fide municipal public improvement project, roadway improvement, public safety project, utility project, or other legitimate governmental purpose, the City may require the Board to relocate or otherwise adjust such facilities.

Except in the event of an emergency presenting an immediate threat to public health or safety, the City shall provide the Board with reasonable advance written notice of the requested relocation and shall involve the Board in project planning as early as reasonably practicable. Such notice shall include, to the extent reasonably available, a description of the project, identification of the affected facilities, anticipated construction schedules, available engineering or design plans, and the proposed timeframe within which the relocation is requested.

Following receipt of such notice, authorized representatives of the City and the Board shall promptly meet and confer in good faith to coordinate the relocation. The parties shall cooperate in developing a mutually acceptable relocation schedule that reasonably accommodates the City's construction schedule while recognizing the Board's operational responsibilities, engineering requirements, permitting obligations, regulatory compliance, budgetary constraints, procurement requirements, availability of labor and materials, weather conditions, and other factors beyond the Board's reasonable control.

The Board shall proceed with the relocation using commercially reasonable diligence and shall make reasonable efforts to complete the work in accordance with the agreed schedule. If circumstances arise that are reasonably beyond the Board's control and materially affect the relocation schedule, the Board shall promptly notify the City, and the parties shall cooperate in good faith to revise the schedule as reasonably necessary.

Nothing in this Agreement shall require the Board to delay or abandon work necessary to maintain the safety or reliability of its utility system or to comply with applicable federal or state statutes, regulations, permits, administrative orders, consent decrees, or directives issued by the Alabama Department of Environmental Management, the United States Environmental Protection Agency, or any other governmental authority having jurisdiction.

Except as otherwise provided by applicable law, the Board shall bear the cost of relocating its facilities. Nothing herein shall be construed as a waiver of any right the Board may have under applicable law to reimbursement, contribution, or cost recovery from any governmental entity, developer, contractor, utility, or other third party responsible for the project necessitating the relocation.

The parties acknowledge that timely completion of municipal improvement projects is important and that utility relocations frequently involve engineering, permitting, procurement, regulatory review, and operational considerations that cannot always be predicted. Accordingly, neither party shall be deemed in default solely because a relocation cannot be completed within the City's requested timeframe, provided the Board is proceeding with commercially reasonable diligence and the parties continue to cooperate in good faith toward completion of the relocation.

SECTION 9. Insurance.

A. Commercial General Liability. The Board shall maintain, through the term of this Agreement, Commercial General Liability Insurance using carriers authorized in the State of Alabama and maintaining a Best rating of at least A-1. Such insurance shall include coverage for premises and operations, underground collapse, and products and completed operations, and shall include as Additional Insureds the City, and its officers, elected and appointed officials, agents, representatives, and employees. Such insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering bodily injury, including death, and property damage. If the Board employs independent contractors, the Board shall insure that these contractors maintain appropriate levels of insurance.

B. Commercial Automobile Liability. The Board shall maintain during the term of this Agreement Commercial Automobile Liability insurance with a limit of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, including death, and property damage covering owned, non-owned and hired automobiles used in conjunction with its operations under this Agreement. Such insurance shall include the City as an Additional Insured.

C. Workers' Compensation and Employer's Liability Insurance. The Board shall maintain, during the course of this Agreement, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employers' Liability coverage in an amount of not less than One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) per injury, per employee and One Million Dollars (\$1,000,000) per injury, aggregate.

D. Commercial Umbrella or Excess Liability Insurance. The Board shall maintain, during the course of this Agreement, Commercial Umbrella or Excess Liability Insurance to provide excess coverage above the Commercial Liability, Commercial Automobile Liability and the Employer's Liability coverage of Worker's Compensation with Excess/Umbrella Limits of \$4,000,000 per Occurrence and \$4,000,000 per Aggregate. The policy must be on an "occurrence" basis.

E. Evidence of Insurance. On or prior to the Effective Date of the Agreement, the Board shall furnish to the City certificates of insurance upon each policy renewal evidencing all of the aforementioned types and limits of insurance to be in effect.

F. Maintenance of Insurance Policies. The liability insurance policies required under this Section shall be maintained by the Board through the term of this Agreement. Each policy of insurance shall provide that it not be cancelled without thirty (30) days' prior written notice to the City.

G. Alteration of Minimum Limits. The City may, following the Effective Date, increase the minimum limitation(s) of the self-insurance or insurance policy(ies) required under this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Statistical Area as of the Effective Date. The City shall notify the Board of such requirement pursuant to Section 17.

H. No Limit of Liability. The legal liability of the Board to the City and any person for any of the matters that are the subject of the insurance policy(ies) required by this Section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

I. Certificate of Insurance. The Board shall furnish or have its insurer furnish to the City certificates for all the coverage described hereinabove, from companies acceptable to the City, properly executed by an authorized representative of the insurer authorized to do business in the State of Alabama. Certificates shall include the City as an additional insured and all policies shall waive rights of subrogation in favor of the City, and contain a provision that coverage afforded under the policies will not be cancelled, unless insurers have provided at least thirty (30) days prior written notice has been given to the City. All notices or certificates shall be delivered to the following:

The City of Jasper, Alabama
Attn: City Clerk
121 17th Street West
Jasper, Alabama 35501

All deductibles under said policies shall be the sole responsibility of the Board.

J. Insurance Coverage Required for Contractors and Subcontractors. It is understood and agreed between the parties hereto that all insurance coverage types and coverage amounts required herein from the Board shall be required of any contractor and subcontractor that the Board uses to provide services to the System. Board agrees to ensure that each contractor and subcontractor utilized by Board for the System possesses the requisite insurance as set forth in this Section 10. Further, the Board agrees to require each contractor and subcontractor providing services to the System to provide the Board with proof thereof in advance of the provisions of services by the contractor or subcontractor to the System. In the event that a contractor or subcontractor does not possess insurance required herein, then the Board shall not use such contractor or subcontractor to render services to the System. Further, in the event that the Board utilizes a contractor or a subcontractor which does not possess the requisite insurance required in this Agreement, then the Board shall be solely responsible for any and all losses suffered by the City, its agents, employees, officials, and representatives due to the lack of insurance by the contractor or subcontractor. The Board shall obtain a certificate of insurance from each contractor and subcontractor to verify the presence of the coverages required herein and shall regularly

evaluate such insurance certificates and monitor such coverages for cancellation and expiration of coverage. The insurance certificates shall be made available to the City upon request and the City shall also be named as an additional insured thereon.

K. Notification of Claims and/or Litigation. The Board shall provide written notice to the City within a reasonable time after becoming aware of any claim, lawsuit, administrative proceeding, or other legal action that names the City as a party, asserts a claim against the City arising out of this Agreement or the Board's use of the public rights-of-way, or that the Board reasonably believes may materially affect the City's rights, obligations, or potential liability under this Agreement.

Upon the City's written request, the Board shall provide the City with copies of non-privileged documents relating to such claim or litigation to the extent reasonably necessary for the City to evaluate its interests or obligations. Nothing in this Agreement shall require the Board to disclose information protected by the attorney-client privilege, the attorney work-product doctrine, or other applicable privileges or confidentiality obligations.

SECTION 10. Indemnity and Hold Harmless. The Board agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Board, its employees, agents, contractors, and/or subcontractors arising out of the construction, operation, maintenance, upgrade, repair, or relocation of the System. The City does not and shall not waive any rights against the Board which it may have by reason of this indemnification, or because of the acceptance by, or the Board's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Board shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

During System construction or maintenance, if the Board, its contractors, subcontractors, employees, agents or assigns cause damage to or break in any lines, cables, ducts, conduit or other facilities located in the City's rights-of-way, notice shall be given immediately to the affected party and to the City. In the event of any Claim specified in this Section 11, the City shall give reasonable notice in writing to the Board of the nature and amount of such Claim. Failure of the City to timely give such notice to the Board shall not relieve the Board of its indemnity obligations hereunder.

The obligations of the Board contained in this Section 10 shall survive the termination or expiration of this Agreement.

SECTION 11. Default.

A. Each of the following shall constitute a material default of this Agreement by the Board:

1. Failure to make any payments to the City required to be made as set forth in this Agreement and/or to provide any documentation to the City required herein.
2. Failure to maintain the insurance required herein and that is not cured within thirty (30) days following written notice to the Board.
3. Failure to provide or furnish any information required under this

Agreement to the City that is not cured within thirty (30) days following written notice to the Board.

4. Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations by Board or its employees, agents and/or representatives that presents a threat to health or safety that has not been cured within the time specified by the City following written notice thereof.

5. The occurrence of any event relating to the financial status of the Board which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Board, including but not limited to, the appointment of a receiver or trustee in bankruptcy to take over and conduct the business of the Board.

6. The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all of the facilities.

7. If (a) the Board shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Board's property or assets; (c) any creditor of the Board petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Board or for any material parts of the property or assets of the Board under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Board decreeing the voluntary or involuntary dissolution of the Board.

B. The Board shall not be excused from its obligations under this Agreement by mere economic hardship, or by nonfeasance or malfeasance of its directors, officers, agents, subcontractors or employees.

SECTION 12. Enforcement and Termination of Agreement.

A. Notice of Violation. In the event the Board has not complied with the terms of this Agreement, the City shall notify the Board in writing of the nature of the alleged noncompliance. Such writing shall specify the nature of the breach. In the event the City has not complied with the terms of this Agreement, the Board shall notify the City in writing of the nature of the alleged noncompliance. Such writing shall specify the nature of the breach.

B. Right to Cure or Respond. The Board shall have thirty (30) days from receipt of the notice described herein: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Board, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

C. Enforcement. Should the Board fail to cure or otherwise respond pursuant to Section 13B above to the notice given by the City, the City may hold the Board in default of this Agreement

and (i) terminate the Agreement and/or (ii) pursue remedies as the City deems appropriate, including, but not limited to, any or all of the following remedies:

1. Seek specific performance of any provision which reasonably lends itself to such a remedy;
2. Restrain by injunction the default or reasonably anticipated default by the Board of any provision of this Agreement; and/or
3. Seek any other available remedy permitted by law or in equity.

SECTION 14. Warranties and Representations by Board. The Board hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Board further agrees, represents and warrants that this Agreement is legal, valid and binding.

SECTION 15. Other Obligations. Obtaining a franchise pursuant to this Agreement does not relieve the Board of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations. Furthermore, the Board is responsible for all of its work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 16. Priority of Use. This Agreement does not establish any priority for the use of the rights-of-way by the Board or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 17. Notice. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address(es) and individual(s) set forth below. All such notices to any party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

The notices or responses to the City shall be addressed as follows:

The City of Jasper, Alabama
Attn: Mayor Josh Gates
121 17th Street West
Jasper, Alabama 35501

The notices or responses to The Board shall be addressed as follows:

Jasper Water Works and Sewer Board

Attn: Michael Williams
 1620 Alabama Ave
 Jasper, AL 35501

The City and the Board may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 18. Assignment. The Board's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council.

SECTION 19. Remedies and Penalties Not Exclusive; No Waiver. All remedies and penalties under this Agreement are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penalty provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce by one party shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the other party by or pursuant to this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon one party by or pursuant to this Agreement shall not be a waiver by the other party of any other or subsequent or future breach of the same or any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

SECTION 20. Limitation on Privileges. All rights, authority and grants herein contained or conferred are also conditioned upon the understanding and agreement that these privileges in the rights-of-way of the City are not to operate in any way so as to be an asset or item of ownership in any appraisal thereof.

SECTION 21. Compliance with Applicable Laws and Ordinances. The Board shall, at all times during the term of this Agreement, be subject to the present and future ordinances, resolutions, rules, regulations, and/or laws of the City, the State of Alabama, and the United States, so far as they may be applicable to the Board.

SECTION 22. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 23. Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Walker County Circuit Court. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

SECTION 24. Severability Clause. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to

invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

SECTION 25. Modification. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and properly executed by an authorized representative of each of the parties hereto.

SECTION 26. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

SECTION 27. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

SECTION 28. Immigration Clause. By signing this Agreement, the Board affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for any and all damages resulting therefrom.

SECTION 29. Relationship. The City and the Board shall not be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party. Board understands and agrees that the relationship to the City is that of franchisee, and that it will not represent to anyone that its relationship to the City is other than that of franchisee.

SECTION 30. Force Majeure. Neither the City nor the Board shall be deemed in default of, or liable for any delay or failure in the performance of, any obligation under this Agreement (other than the obligation to pay money when due) to the extent such delay or failure is caused by or results from an event or circumstance beyond the reasonable control of the affected party ("Force Majeure Event"), provided that the affected party uses commercially reasonable efforts to mitigate the effects of such event and resumes performance as soon as reasonably practicable.

Force Majeure Events shall include, without limitation: acts of God; hurricanes; tornadoes; floods; fires; earthquakes; severe weather; epidemics; pandemics; public health emergencies; war; terrorism; civil unrest; riots; sabotage; strikes; labor disputes; shortages of labor, fuel, equipment, or materials; supply chain disruptions; transportation delays; utility outages; acts or omissions of governmental authorities; changes in applicable law; delays in obtaining permits or regulatory approvals; orders or directives of federal, state, or local governmental agencies, including the Alabama Department of Environmental Management or the United States Environmental Protection Agency; court orders; condemnation; inability to obtain necessary contractors or equipment despite commercially reasonable efforts; unforeseen subsurface conditions; or any other cause beyond the reasonable control of the affected party.

In the case of the Board, a Force Majeure Event shall also include emergency conditions requiring the Board to respond to water main breaks, sewer overflows, treatment plant failures, lift station failures, service interruptions, contamination events, or other emergencies affecting the operation, reliability, or regulatory compliance of the System that reasonably require the Board to prioritize such work over obligations under this Agreement.

The party claiming a Force Majeure Event shall notify the other party within a reasonable time

after becoming aware of the event and shall provide updates as reasonably requested regarding the anticipated duration of the delay.

The time for performance of any affected obligation shall be extended for the period of the Force Majeure Event and for such additional time as may be reasonably necessary to resume normal operations. Neither party shall be entitled to liquidated damages, penalties, default remedies, or other sanctions resulting solely from delays caused by a Force Majeure Event.

Nothing in this Section shall excuse either party from complying with applicable laws or from taking reasonable measures to protect public health, safety, and property during the existence of a Force Majeure Event.

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ADOPTED AND APPROVED this 4 day of August, 2026.

CITY OF JASPER, ALABAMA

By: [Signature]
 Josh Gates
 Its: Mayor

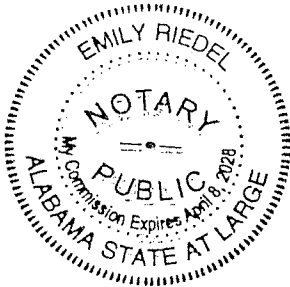
STATE OF ALABAMA)

COUNTY OF WALKER)

I, Emily Riedel, a Notary Public, in and for said County in said State, hereby certify that Josh Gates whose name as **Mayor** of the **City of Jasper, Alabama**, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this 4 day of August, 2026.

[SEAL]



[Signature]
 Notary Public

My Commission Expires: 4/8/2028

APPROVED this ____ day of _____, 2026.

JASPER WATER WORKS & SEWER BOARD, INC.

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF WALKER)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of JASPER WATER WORKS & SEWER BOARD, INC., an Alabama limited liability Board, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability Board.

Given under my hand and seal this ____ day of _____, 2025.

[SEAL]

Notary Public

My Commission Expires: _____

Consider adoption of a resolution for nuisance abatement for accumulation.**Motion**

Moved by Councilmember Moore, seconded by Councilmember Smith to adopt a resolution for nuisance abatement for accumulation.

Vote

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

(See following page)

RESOLUTION NO: 2026 – 59

WHEREAS, the Jasper City Council finds a nuisance for accumulation exists at:

1. 1806 Elliott Blvd (Parcel No. 64-17-05-16-2-202-015.000), Secondhand Sams, LLC, District 5

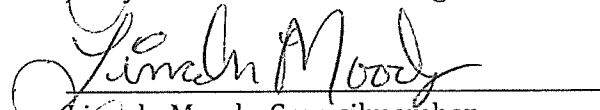
pursuant to ORD. 1963-19; and

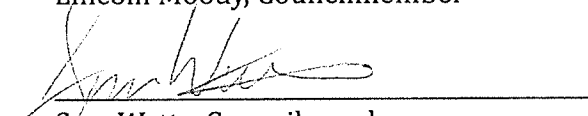
WHEREAS, the Jasper City Council finds that the abatement of said nuisances should be taken.

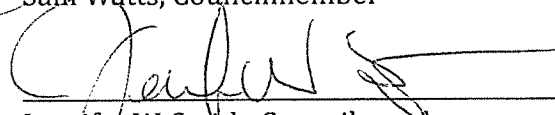
NOW, THEREFORE, BE IT RESOLVED, that the Jasper City Council hereby approves the abatement of said nuisances.

DONE and ADOPTED this the 4th day of August 2026.



Jenny Brown Short, Presiding Officer

Lincoln Moody, Councilmember

Sam Watts, Councilmember

Jennifer W. Smith, Councilmember

Willie Moore III, Councilmember

ATTEST:



Kathy Chambless, City Clerk

Consider adoption of a resolution for nuisance abatement for grass/weeds.**Motion**

Moved by Councilmember Moore, seconded by Councilmember Smith to adopt a resolution for nuisance abatement for grass/weeds.

Vote

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

(See following page)

RESOLUTION NO: 2026 – 60

WHEREAS, the Jasper City Council finds a nuisance for grass/weeds exists at:

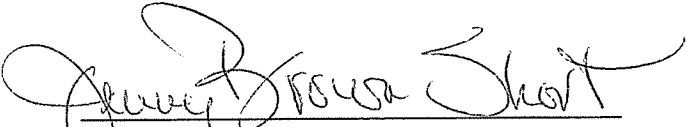
1. 2609 Preston Ave (Parcel No. 64-17-04-17-4-000-074.000), Mildred Wilder, District 5

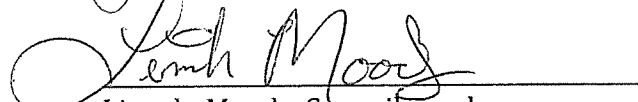
pursuant to ORD. 2001-718-A; and

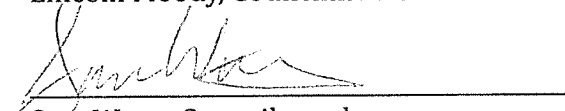
WHEREAS, the Jasper City Council finds that the abatement of said nuisances should be taken.

NOW, THEREFORE, BE IT RESOLVED, that the Jasper City Council hereby approves the abatement of said nuisances.

DONE and ADOPTED this the 4th day of August 2026.



Jenny Brown Short, Presiding Officer

Lincoln Moody, Councilmember

Sam Watts, Councilmember

Jennifer W. Smith, Councilmember

Willie Moore III, Councilmember

ATTEST:



Kathy Chambless, City Clerk

Conduct a public hearing and consider adoption of an ordinance rezoning a 12.0 acre+- parcel of land, parcel # 64-17-01-11-4-402-007.000 from AG (Agricultural) Zoning District to B-2 (Community Service) Zoning District for the purpose of facilitating the sale and future commercial use of the property. (District 1) After a public hearing during which no comments were made, a motion was considered.

Motion

Moved by Councilmember Moody, seconded by Councilmember Watts to adopt an ordinance rezoning a 12.0 acre+- parcel of land, parcel # 64-17-01-11-4-402-007.000 from AG (Agricultural) Zoning District to B-2 (Community Service) Zoning District for the purpose of facilitating the sale and future commercial use of the property.

Vote

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

(See following pages)

ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF JASPER, ALABAMA
Ordinance No. 2026 – 11
TO AMEND THE CITY OF JASPER ZONING ORDINANCE

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

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

From AG (Agricultural District) to B-2 (Community Service District) Zoning District.

Section 2. Said parcel is described as follows:

PO W2 NWSE SEC11/14/7 BEG @ INT E ROW JONES DAIRY RD & S LINE TH N 845 ON E ROW TH E 150 TH N 30 TH E 465 TO E LINE TH S 880 ON E LINE TO S LINE TO S LINE TH W 630 ON S LINE TO POB .

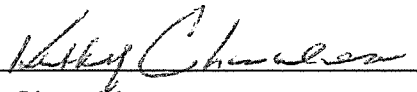
Describes a parcel of land, Parcel # 64-17-01-11-4-402-007.000.

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

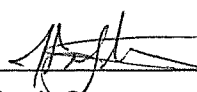
ADOPTED this the 4th day of August 2026.

By: 
Hon. Jenny Brown Short
Presiding Officer

ATTEST:

By: 
Kathy Chambless
City Clerk

APPROVED/VETO

By: 
Hon. Josh Gates
Mayor

Conduct a public hearing and consider adoption of an ordinance rezoning a 0.73 acre+- parcel of land located at 2600 Preston Ave, parcel # 64-17-04-17-4-000-060.000 from R-2 (Single Family Residence) Zoning District to R-3 (Affordable Housing) Zoning District to allow for placement of a manufactured home. (District 5) Two residents commented during the public hearing. Lasalle Hill commented that she would like to see the council deny the rezoning as she feels it would depreciate her property value. Deborah Harton lives on Preston Avenue and she shared that there have been problems with manufactured homes in the past. She also feels it would devalue her home. After the public hearing ended, a motion was considered.

Motion

Moved by Councilmember Moore, seconded by Councilmember Smith to deny rezoning a 0.73 acre+- parcel of land located at 2600 Preston Ave, parcel # 64-17-04-17-4-000-060.000 from R-2 (Single Family Residence) Zoning District to R-3 (Affordable Housing) Zoning District to allow for placement of a manufactured home.

Vote

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

Conduct a public hearing and consider adoption of an ordinance rezoning a 0.28 acre+- parcel of land located at 3005 6th Ave S, parcel # 64-17-05-16-3-000-134.000 from R-2 (Single-Family Residence) Zoning District to R-3 (Affordable Housing) Zoning District in order to place a manufactured home. (District 5) During the public hearing, Steven Varnell commented in favor of the rezoning in order to place a mobile home on the property. Leon Harton who lives next door to 3005 6th Ave South commented that he would like to see houses on his street, not manufactured homes. George Chatman commented that he is also opposed to the rezoning. After the public hearing ended, a motion was considered.

Motion

Moved by Councilmember Moore, seconded by Councilmember Watts to deny rezoning a 0.28 acre+- parcel of land located at 3005 6th Ave S, parcel # 64-17-05-16-3-000-134.000 from R-2 (Single-Family Residence) Zoning District to R-3 (Affordable Housing) Zoning District in order to place a manufactured home.

Vote

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

Consider adoption of an ordinance to amend the ordinance relating to camping on public property.

Motion

Moved by Councilmember Moody, seconded by Councilmember Watts to adopt an ordinance to amend the ordinance relating to camping on public property.

Vote

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

(See following pages)

**ORDINANCE OF THE
CITY COUNCIL OF THE
CITY OF JASPER, ALABAMA**

ORDINANCE NO.: 2026 – 12

AN ORDINANCE TO AMEND CHAPTER 14, "MISDEMEANORS AND OTHER OFFENSES," OF THE CODE OF ORDINANCES OF THE CITY OF JASPER, ALABAMA, TO ADD ARTICLE XXI, CONSISTING OF SECTIONS 14-371 THROUGH 14-376, RELATING TO CAMPING ON PUBLIC PROPERTY.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF JASPER, ALABAMA as follows:

WHEREAS, people who sleep outside on public property face real risks, including bad weather, no access to a bathroom or water, and a higher risk of crime. The City wants to connect people to help, not just enforce the law; and

WHEREAS, camping and sleeping on sidewalks, streets, alleys, and other public property can block people from getting where they need to go, can stop emergency crews and city workers from doing their jobs, and can create trash, fire, and health hazards; and

WHEREAS, this Article is about specific actions — setting up a campsite, or blocking a sidewalk, doorway, or emergency exit. It is not about whether a person has a home. The City does not intend to punish anyone simply for being homeless; and

WHEREAS, Section 14-373(a)(2) uses a clear, 48-hour rule to decide when items left on public property count as a campsite. A clear rule like this is fairer and easier to enforce than asking an officer to guess what someone intended; and

WHEREAS, the Mayor's emergency-declaration power and the Council's special-event exemption are narrow exceptions meant for real emergencies and planned public events, not a general loophole around this Article; and

WHEREAS, a minimum 48-hour notice before removal, enforcement limited to daytime hours except in an emergency, and a Spanish-language notice option are reasonable, fair steps that do not weaken the City's ability to keep public property clear and safe;

SECTION 1. Amendment.

Chapter 14, "Misdemeanors and Other Offenses," of the Code of Ordinances of the City of Jasper, Alabama, is amended by adding a new Article XXI, "Camping on Public Property," consisting of Sections 14-371 through 14-376, to read as follows:

Sec. 14-371. Purpose.

This Article shall provide reasonable rules on the time, place, and manner of camping and sleeping on public property, including the process for removal of a campsite and disposition of personal property.

Sec. 14-372. Sleeping on sidewalks, streets, alleys, or within doorways prohibited.

(a) No person shall sleep or lodge on a public sidewalk, street, alley, lane, or other public right-of-way if doing so: (1) blocks pedestrian or vehicle traffic; (2) is part of a campsite as defined in Sec. 14-373; or (3) blocks safe access to a building entrance, public facility, or emergency exit. This subsection does not prohibit a person from briefly resting or sitting on a sidewalk or right-of-way if the person has not set up a campsite and is not blocking anyone's path.

(b) No person shall sleep or lodge in a building entrance, doorway, vestibule, or stairway open to a public sidewalk or right-of-way if doing so blocks normal entry or exit. For purposes of this prohibition, 'Doorway' means any recessed or covered space at a building entrance open to a public sidewalk or right-of-way, including vestibules and covered stairwells.

(c) A Jasper Police Department officer may order a person violating this section to leave and stop the violation, and shall allow at least thirty (30) minutes to gather essential belongings unless there is an emergency. A written order to leave shall be given if practical. Failure to comply with a lawful order to vacate issued under this subsection shall constitute a separate violation of this Article and may subject the violator to custodial arrest, in addition to any other remedy available under this Article, subject to the penalties and procedures of Sec. 1-8 of this Code.

(d) This section does not apply to, and does not authorize immediate removal of, a location that meets the definition of a "campsite" under Sec. 14-373(a)(2). Removal of a campsite is governed exclusively by the notice and removal procedures in Secs. 14-373 and 14-374, regardless of whether the campsite also obstructs a sidewalk, street, alley, or right-of-way under this Section.

Sec. 14-373. Camping on public property prohibited.

(a) Definitions. As used in this Article:

(1) 'Camp' or 'camping' means setting up, using, or keeping a campsite in a way that uses public space as a place to live or sleep.

(2) 'Campsite' means any place where bedding, a sleeping bag, a stove, fire, tent, lean-to, shack, structure, vehicle, or similar shelter is set up or kept in a way that shows the location is being used as a place to live or sleep. If bedding, cooking equipment, or shelter materials stay in one spot on public property for more than forty-eight (48) hours in a row, the same shall constitute a presumption that the site is a campsite,

whether or not these items are combined with personal papers, clothes, or stored food. A person may rebut this presumption by presenting evidence to the responding officer at the time of contact, or to the Municipal Court at a later hearing, that the items are not being used as a place to live or sleep.

(3) 'Personal property' means any item found at a campsite, except items described in Sec. 14-375(a)(1) through (3) as subject to immediate disposal.

(4) 'Public property' means any sidewalk, street, alley, lane, public right-of-way, park, bench, public parking lot, public building or grounds, the outdoor area under a bridge or viaduct kept up by the City or the Alabama Department of Transportation within city limits, and any other outdoor City-controlled property that is open to the public. Property that is fenced, posted, or otherwise not open to the public is covered by the City's trespass rules instead.

(b) Prohibition; exceptions.

(1) No person shall camp or set up or keep a campsite on public property, except as allowed by this Code, by a written permit from a City Designee or the Parks and Recreation Department, or as stated in (b)(2) and (b)(3) below.

(2) Any emergency declared by the Mayor pursuant to this provision allowing temporary camping on specific public property. The declaration must state the location and the emergency; expires within seventy-two (72) hours unless extended by the City Council. The Council may extend an emergency for up to thirty (30) days and may approve multiple extensions which do not exceed thirty (30) days.

(3) The City Council may, by resolution, exempt a special event from this section if it finds doing so is in the public interest.

(c) Vacant lots. No person shall camp or keep a campsite on a vacant lot in the city which he or she does not own unless he or she has written permission from the owner or lawful occupant. This subsection does not allow camping on private property in violation of any zoning, health, or nuisance rule.

(d) Enforcement. The Jasper Police Department and the City's Code Enforcement Officer lead enforcement of this Article, working with Public Works and other city departments as needed.

Sec. 14-374. Notice of removal.

(a) Before removing a campsite that violates Sec. 14-373, the City shall post written notice at or near the campsite at least forty-eight (48) hours ahead of time. Removal may only happen between 8:00 a.m. and 4:00 p.m. If the 48-hour notice expires outside those hours, no removal shall occur prior to 8:00 a.m. the next day. This section does not apply if the campsite is an immediate danger to public health or safety.

(b) The notice must say: (1) the campsite is unlawful and must be vacated; (2) the date and time after which the campsite and belongings may be removed;

(c) After the 48-hour notice period, or immediately in case of an immediate danger to public health or safety, Jasper Police Department officers, or Public Works employees who are named in writing by a City designee and trained on this Article, may remove the campsite and all personal property, following Sec. 14-375.

(d) The City shall make reasonable efforts to give notice which may be understood by people with limited English proficiency, including a Spanish-language version of the standard notice.

(e) Hearing. A person seeking to contest a notice of removal issued under this section may request a hearing before the city governing body, following the same hearing procedure set out in Sec. 12-102(d).

Sec. 14-375. Disposition of personal property.

(a) Personal property found at a campsite may only be thrown away right away if the supervising officer or Code Enforcement Officer finds (1) biological waste, human waste, or an immediate health hazard; (2) a broken item with no working use; or (3) food that has clearly spoiled. A written record of anything thrown away, and why, shall be kept in the City's file for at least one (1) year.

(b) Weapons, drug paraphernalia, and items that an officer has a specific, articulable reason to believe are stolen, including items that match a stolen-property report or have an altered or removed serial number, shall be kept as evidence by the Jasper Police Department under its normal property rules.

(c) Personal property remaining at a campsite after the forty-eight (48) hour notice period has expired, and which is not retrieved by its owner before removal, is deemed abandoned property under Alabama law and may be discarded by the City. Before discarding, the officer, Code Enforcement Officer, or Public Works employee shall note in writing the general categories of items discarded and the date.

Sec. 14-376. Compliance incentive; penalties; referrals.

(a) Compliance incentive. If a person removes themselves and all their belongings from a campsite within the time given under a notice or vacate order in Sec. 14-374, a Jasper Police Department officer may choose not to issue a citation, as long as no other offense has occurred.

(b) Mitigation. In sentencing any person for violating this Article, the court may treat prompt removal of belongings and litter, after being told of the violation, as a factor in the person's favor.

(c) Penalties. A violation of Secs. 14-372 through 14-375 is punishable as set out in Sec. 1-8 of this Code.

(d) Referrals. After a conviction under this Article, the municipal court shall — unless the person declines or it is not practical — give the person information about services available, including but not limited to mental health care, addiction treatment, and food help. The court may refer the person directly to a

specific service. A city designee shall keep a current service referral list and update it every year or more frequently.

(e) Repeat violations. If, within thirty (30) days after a person is given a notice of removal under Sec. 14-374, that same person establishes or maintains a new or additional campsite in violation of this Article, the City shall provide that person a new notice of removal under Sec. 14-374 for the new violation, following the same notice period and procedures required for a first violation. If, after that second notice and the full notice period has run, the person fails to comply and a Jasper Police Department officer directly observes the continuing violation, the officer may take the person into custody for that violation, in addition to or in lieu of any other remedy available under this Section, subject to the penalty limits and procedures of Sec. 1-8 of this Code. Nothing in this subsection authorizes taking a person into custody based solely on having received more than one notice of removal; custody requires a documented, distinct violation, occurring after the notice period for that specific violation has expired.

SECTION 2. Repealer.

All ordinances or parts of ordinances that conflict with this Ordinance are repealed to the extent of the conflict.

SECTION 3. Severability.

If a court finds any part of this Ordinance invalid or unconstitutional, that finding does not affect the rest of the Ordinance.

SECTION 4. Effective Date.

This Ordinance takes effect upon passage and publication as required by law.

ADOPTED this the 4 day of August, 2026.

CITY COUNCIL OF THE CITY OF JASPER, ALABAMA

By: Jenny Brown Short
Jenny Brown Short, Presiding Officer

ATTEST: Kathy Chambless
Kathy Chambless, City Clerk

APPROVED/VETO: Josh Gates
Josh Gates, Mayor

Consider adoption of an ordinance to amend the ordinance relating to camping and encampments near sensitive locations.

Motion

Moved by Councilmember Watts, seconded by Councilmember Moody to adopt an ordinance to amend the ordinance relating to camping and encampments near sensitive locations.

Vote

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

(See following pages)

**ORDINANCE OF THE
CITY COUNCIL OF THE
CITY OF JASPER, ALABAMA**

ORDINANCE NO.: 2026 – 13

AN ORDINANCE TO AMEND CHAPTER 14, "MISDEMEANORS AND OTHER OFFENSES," OF THE CODE OF ORDINANCES OF THE CITY OF JASPER, ALABAMA, TO ADD SECTIONS 14-377 AND 14-378, RELATING TO CAMPING AND ENCAMPMENTS NEAR SENSITIVE LOCATIONS.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF JASPER, ALABAMA as follows:

WHEREAS, encampments near critical public infrastructure: electrical substations, pump stations, water and wastewater treatment facilities, bridges, and drainage structures, create serious risks, including fire, contamination of the public water supply, blocked emergency access, and damage to drainage systems. These risks are worse than the risks near other public facilities, so a five-hundred-foot buffer is the minimum distance needed to keep maintenance and emergency access safe; and

WHEREAS, encampments near K-12 schools and licensed child-care facilities put children at risk as they arrive and leave. A three-hundred-foot buffer is the minimum distance needed to protect them; and

WHEREAS, encampments near parks, playgrounds, athletic fields, and greenways make it harder for families and older residents to safely use these spaces. A two-hundred-foot buffer is the minimum distance needed to keep these areas open and orderly; and

WHEREAS, encampments near public libraries and community centers can make it harder to reach these services, but because libraries and community centers are open to everyone, a smaller one-hundred-foot buffer is enough to protect safe access without going further than necessary; and

WHEREAS, each distance in Sec. 14-378 is set based on the specific risk of that type of location, not a single distance applied to everything. This makes the rule more narrowly tailored than a one-size-fits-all buffer; and

WHEREAS, this ordinance works together with any ordinance the City Council adopts on camping on public property generally, and uses the same notice and property rules for enforcement; and

WHEREAS, using the same notice, property, and referral rules already set out for camping on public property generally means people near sensitive locations are treated consistently, not under a separate, different process; and

WHEREAS, keeping a current, public list of sensitive locations on the City's website (jaspercitey.com) gives fair notice of exactly which locations these buffer distances apply to; and

WHEREAS, allowing the Council to add sensitive locations later by resolution, after at least ten (10) days' public notice, lets the City respond to new risks without needing a full ordinance change each time;

SECTION 1. Amendment.

Chapter 14, "Misdemeanors and Other Offenses," of the Code of Ordinances of the City of Jasper, Alabama, is amended by adding Sections 14-377 and 14-378 to read as follows:

Sec. 14-377. Sensitive locations defined.

(a) As used in this Article, 'sensitive locations' means:

(1) Public and private K-12 schools and licensed child-care facilities. A City designee shall keep a current list of all private schools and licensed child-care facilities in city limits, updated every year and open to the public. A private school or licensed child-care facility becomes a sensitive location once it is added to this list. (2) City-owned parks, playgrounds, athletic fields, and outdoor recreation areas (3) City-owned public libraries, community centers, or senior activity centers and any other centers the City owns or runs. (4) Public utility facilities, pump stations, electrical substations, water and wastewater treatment facilities, and similar critical infrastructure owned or run by the City or by a utility regulated by the Alabama Public Service Commission serving customers in city limits, once specifically designated by the City Council under subsection (b). (5) Bridges, drainage structures, culverts, and transportation or flood-control infrastructure owned or kept up by the City or the Alabama Department of Transportation in city limits, once designated by City Council resolution or written order of the Mayor, and included on the list kept under subsection (c).

(b) The City Council may, by resolution, name more facilities or areas as sensitive locations when needed to protect public health and safety or to keep access safe for children, vulnerable people, or emergency responders. At least ten (10) days' public notice must be given before any such vote. A designation may be removed by resolution if the Council finds the reasons for it no longer apply.

(c) A City Designee shall keep a current, public list of all sensitive locations under this section, naming each by name, address, and category, updated within thirty (30) days of any change and posted on the City's website at jaspercity.com.

Sec. 14-378. Camping and encampments prohibited near sensitive locations.

(a) Definitions. As used in this section: (1) 'Camp,' 'camping,' and 'campsite' have the same meaning as in Sec. 14-373(a), if that section is in effect. If it is not, 'campsite' means any place where bedding, a

sleeping bag, a stove, fire, tent, lean-to, shack, structure, vehicle, or similar shelter is set up or kept in a way that shows the location is being used as a place to live or sleep. (2) 'Encampment' means a campsite, or two or more campsites near each other, whether one or more people are there.

(b) No person shall set up, use, or keep a campsite or encampment within these distances of the nearest property line of a sensitive location under Sec. 14-377: (1) Five hundred (500) feet of a location described in Sec. 14-377(a)(4) or (a)(5) — utility facilities, pump stations, electrical substations, water or wastewater treatment facilities, bridges, drainage structures, and flood-control infrastructure; (2) Three hundred (300) feet of a location described in Sec. 14-377(a)(1) — K-12 schools and licensed child-care facilities; (3) Two hundred (200) feet of a location described in Sec. 14-377(a)(2) — parks, playgrounds, athletic fields, and greenways; and (4) One hundred (100) feet of a location described in Sec. 14-377(a)(3) — public libraries and community centers.

(c) This section does not stop a person from briefly resting or sitting near a sensitive location if the person has not set up a campsite and is not blocking access.

(d) Distances are measured in a straight line from the nearest point of the sensitive location's property line to the nearest edge of the campsite or encampment. If a property line is not clearly marked, measurement starts from the nearest outside wall or fence line of the main building. For a sensitive location described in Sec. 14-377(a)(4) or (a)(5) that does not have a conventional property line or a main building — including a bridge, culvert, drainage structure, or utility facility — measurement starts from the nearest edge of the structure itself, or the nearest edge of any fenced, marked, or platted utility easement or right-of-way associated with it, whichever point is farther from the structure. The officer or Code Enforcement Officer shall note in writing which measurement method was used and why.

(e) If a campsite falls within the buffer of more than one type of sensitive location, the largest distance applies.

(f) This section does not apply to camping specifically allowed under a special event permit from the City Council or Mayor, if the permit specifically allows camping inside a sensitive-location buffer.

(g) A violation of this section is punishable as set out in Sec. 1-8 of this Code. Failure to vacate a campsite or encampment within a buffer distance established by this section, after being ordered to do so, shall constitute a violation of this section and may subject the violator to custodial arrest, subject to the penalties and procedures of Sec. 1-8 of this Code. The court may refer the person to necessary services.

(h) Removal.

(1) Before removing a campsite or encampment that violates this section, the City shall post written notice at or near the campsite or encampment at least forty-eight (48) hours ahead of time. Removal may only happen between 8:00 a.m. and 4:00 p.m. If the 48-hour notice expires outside those hours, no removal

shall occur prior to 8:00 a.m. the next day. This paragraph does not apply if the campsite or encampment is an immediate danger to public health or safety.

(2) The notice must say: (A) the campsite or encampment violates this section and must be vacated; and (B) the date and time after which the campsite, encampment, and belongings may be removed.

(3) After the 48-hour notice period, or immediately in case of an immediate danger to public health or safety, Jasper Police Department officers, or Public Works employees who are named in writing by a City designee and trained on this section, may remove the campsite or encampment and all personal property, following paragraph (4) of this subsection.

(4) Personal property found at a campsite or encampment removed under this section shall be handled in the same manner as set out in Sec. 14-375.

(5) The City shall make reasonable efforts to give notice which may be understood by people with limited English proficiency, including a Spanish-language version of the standard notice.

(i) Hearing. A person seeking to contest a notice of removal issued under subsection (h) of this section may request a hearing before the city governing body, following the same hearing procedure set out in Sec. 12-102(d).

SECTION 2. Repealer.

All ordinances or parts of ordinances that conflict with this Ordinance are repealed to the extent of the conflict.

SECTION 3. Severability.

If a court finds any part of this Ordinance invalid or unconstitutional, that finding does not affect the rest of the Ordinance.

SECTION 4. Effective Date.

This Ordinance takes effect upon passage and publication as required by law.

ADOPTED this the 4 day of August 2026.

CITY COUNCIL OF THE CITY OF JASPER, ALABAMA

By: Jenny Brown Short

Jenny Brown Short, Presiding Officer

ATTEST: Kathy Chambless

Kathy Chambless, City Clerk

APPROVED/VETO: Josh Gates

Josh Gates, Mayor

Consider adoption of an ordinance to amend the ordinance relating to panhandling and solicitation.

Motion

Moved by Councilmember Smith, seconded by Councilmember Moody to adopt an ordinance to amend the ordinance relating to panhandling and solicitation.

Vote

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

(See following pages)

**ORDINANCE OF THE
CITY COUNCIL OF THE
CITY OF JASPER, ALABAMA**

ORDINANCE NO.: 2026 – 14

AN ORDINANCE TO AMEND CHAPTER 14, "MISDEMEANORS AND OTHER OFFENSES," OF THE CODE OF ORDINANCES OF THE CITY OF JASPER, ALABAMA, TO ADD ARTICLE XXII, CONSISTING OF SECTIONS 14-390 THROUGH 14-395, RELATING TO PANHANDLING AND SOLICITATION.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF JASPER, ALABAMA as follows:

WHEREAS, peaceful, passive requests for help are protected speech, and this Article is not meant to stop or discourage that kind of activity; and

WHEREAS, this Article is written to avoid the constitutional defect identified in *Taylor v. Singleton* (11th Cir. 2025, cert. denied 2026), which struck down two Alabama statutes for regulating the content of speech rather than conduct or location; and

WHEREAS, this Article targets conduct — aggressive, threatening, blocking, or forceful behavior during solicitation — and solicitation in specific locations where the City has found a real safety risk. It does not target the subject matter of anyone's speech; and

WHEREAS, asking for money from the driver or occupant of a vehicle that is moving or stopped at a light creates a real risk of a distracted-driving crash and can interfere with the safe flow of traffic; and

WHEREAS, soliciting within twenty (20) feet of a bank, credit union, check-cashing business, or ATM creates a heightened risk for people who have just withdrawn or are about to withdraw cash. This narrow distance is the minimum needed to address that risk; and

WHEREAS, soliciting near K-12 schools and licensed child-care facilities while they are open raises real safety concerns for children arriving and leaving. The one-hundred-foot buffer in Sec. 14-393(a)(4) is limited to hours when students or children are present or expected to be present; and

WHEREAS, the specific distances and locations in Sec. 14-393, taken together, are narrowly tailored to real, documented risks, and leave open plenty of other places and times for solicitation and other free speech across the City; and

WHEREAS, letting property owners and tenants post a clear "No Soliciting" sign under Sec. 14-392(b) fairly balances their property rights with the free speech rights of people soliciting on public property.

SECTION 1. Amendment.

Chapter 14, "Misdemeanors and Other Offenses," of the Code of Ordinances of the City of Jasper, Alabama, is amended by adding a new Article XXII, "Panhandling and Solicitation," consisting of Sections 14-390 through 14-395, to read as follows:

Sec. 14-390. Purpose and intent.

(a) This Article regulates panhandling and solicitation to protect public safety and access to public spaces, while respecting free speech.

(b) The City Council finds that aggressive panhandling — including intimidation, threats, unwanted physical contact, blocking movement, or stepping into traffic — creates real safety concerns for pedestrians, drivers, businesses, and the people panhandling themselves, and gets in the way of the safe, orderly use of streets, sidewalks, and other public spaces.

(c) This Article only prohibits panhandling and solicitation that is forceful, threatening, or blocking, or that happens in a location where the City has found a heightened safety risk. It does not prohibit peaceful, non-aggressive requests for help or other protected speech.

Sec. 14-391. Definitions.

As used in this Article: (a) 'Panhandling' or 'solicitation' means any in-person request — spoken, written, or by gesture — for an immediate donation of money or something else of value, made on a street, sidewalk, alley, public right-of-way, park, transit stop, parking lot, or other public place.

(b) 'Aggressive panhandling' means panhandling along with one or more of the following: (1) touching or making physical contact with a person or an occupied vehicle without consent; (2) following a person who has shown, by words or conduct, that they do not want to be approached; (3) blocking or interfering with a pedestrian's or vehicle's safe path, including causing someone to swerve or stop suddenly to avoid the person panhandling; (4) using violent or threatening language or gestures in a way that would make a reasonable person fear harm to themselves, their property, or immediate danger; (5) continuing to panhandle after a person has clearly said no; or (6) asking for money from someone in a vehicle that is in a travel lane or stopped at a light or stop sign.

(c) 'Passive solicitation' means a person peacefully sitting, standing, or performing in a public place, who may hold a sign or a collection container, or otherwise show that a donation is welcome, without engaging in aggressive panhandling as defined above. 'Performing' means live music, dance, theater, visual art, magic, acrobatics, or other artistic expression in a public place.

(d) 'Public place' means any street, sidewalk, alley, median, public right-of-way, park, plaza, public building lobby or entrance, transit stop or facility, or parking lot or structure open to the public, whether it is publicly or privately owned.

Sec. 14-392. Aggressive panhandling prohibited.

(a) No person shall engage in aggressive panhandling in any public place in the city.

(b) This subsection applies to private property that does not meet the definition of a "public place" in Sec.

14-391(d). No person shall engage in aggressive panhandling on such private property if the owner, tenant, or lawful occupant has asked the person not to solicit there, or has posted a sign readable from the public sidewalk that says, in substance, 'No Soliciting,' 'No Panhandling,' or 'Solicitation Prohibited.' The sign must be at least four (4) inches by four (4) inches and posted at eye level near the main public entrance.

Sec. 14-393. Location-based restrictions.

(a) No person shall panhandle, whether aggressively or passively, if either the person panhandling or the person being asked is in any of the following: (1) within twenty (20) feet of an entrance or exit of a bank, credit union, check-cashing business, or ATM. A 'check-cashing business' is any business whose main or a significant secondary activity is cashing checks or money orders for a fee, or making short-term consumer loans; (2) within ten (10) feet of an actively running public transit stop or loading area while a bus or transit vehicle is there, or within five (5) minutes of a scheduled stop. Passive solicitation at a transit stop when no bus is expected soon is not prohibited; (3) within twenty (20) feet of the entrance or exit of a City-owned parking lot or facility (4) within one hundred (100) feet of the property line of a K 12 school or licensed child-care facility, during hours when the school or facility is open or children are present or expected to be present; or (5) in a travel lane of a public street, or on a median or traffic island. (6) Any day after sunset or before sunrise.

(b) A person violates this section if they commence or continue with a solicitation while they, or the person they are asking, are in a restricted location. A person panhandling outside a restricted area does not violate this section by reason of the person solicited entering a restricted area — unless the panhandler follows or approaches them into such a restricted area.

Sec. 14-394. Passive solicitation; permitted conduct.

(a) Nothing in this Article prohibits passive solicitation that is peaceful, non-threatening, and does not block anyone's path.

(b) Nothing in this Article prohibits any person or group from engaging in lawful expressive activity — including charitable, political, or religious fundraising or advocacy — on public property where it is otherwise allowed, as long as it follows this Article and other law including laws concerning permits for events. This section shall be read broadly to protect both individual and group expressive activity equally.

Sec. 14-395. Penalties; referrals; review.

(a) A violation of this Article is punishable as set out in Sec. 1-8 of this Code. For a second or later conviction within twenty-four (24) months, the court may consider the person's prior conviction when deciding a sentence, within the limits of Sec. 1-8.

(b) After a conviction under this Article, the municipal court may — unless the person declines or it is not practical — give the person information about services available, including but not limited to mental health care, addiction treatment, and food help. The court may refer the person directly to a specific service. A city designee shall keep a current service referral list and update it every year.

(c) The Jasper Police Department is responsible for enforcing this Article. This Article does not provide for enforcement by any other persons or entities, though any person may report a suspected violation to the Jasper Police Department.

(d) The City Council shall review this Article no later than three (3) years after it takes effect, to ensure that the rules are still necessary and narrowly tailored. The Jasper Police Department shall give the Council a summary of enforcement activity — violations charged, dispositions, and referrals — to support that review.

SECTION 2. Repealer.

All ordinances or parts of ordinances that conflict with this Ordinance are repealed to the extent of the conflict.

SECTION 3. Severability.

If a court finds any part of this Ordinance invalid or unconstitutional, that finding does not affect the rest of the Ordinance.

SECTION 4. Effective Date.

This Ordinance takes effect upon passage and publication as required by law.

ADOPTED this the 4 day of August 2026.

CITY COUNCIL OF THE CITY OF JASPER, ALABAMA

By: Jenny Brown Short

Jenny Brown Short, Presiding Officer

ATTEST: Kathy Chambless

Kathy Chambless, City Clerk

APPROVED/VETO: Josh Gates
Josh Gates, Mayor

Consider adoption of an ordinance to amend the ordinance relating to nuisance abatement enforcement procedures.

Motion

Moved by Councilmember Smith, seconded by Councilmember Moore to adopt an ordinance to amend the ordinance relating to nuisance abatement enforcement procedures.

Vote

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

(See following pages)

**ORDINANCE OF THE
CITY COUNCIL OF THE
CITY OF JASPER, ALABAMA**

ORDINANCE NO.: 2026 – 15

AN ORDINANCE TO AMEND CHAPTER 12, "GARBAGE, TRASH, JUNK, WEEDS AND SIMILAR MATTERS," OF THE CODE OF ORDINANCES OF THE CITY OF JASPER, ALABAMA, TO ADD ARTICLE V, CONSISTING OF SECTIONS 12-121 THROUGH 12-126, RELATING TO NUISANCE ABATEMENT ENFORCEMENT PROCEDURES.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF JASPER, ALABAMA as follows:

WHEREAS, the City of Jasper has authority under Code of Alabama §§ 11-47-117 and 11-47-118 to abate public nuisances and to assess abatement costs against property as a lien; and

WHEREAS, Chapter 12, Article IV of this Code (Secs. 12-101 through 12-104) already sets out how a nuisance is declared, how notice is given, how hearings work, and how costs are collected through the Walker County Revenue Commissioner. This Article adds to those rules — it does not replace them; and

WHEREAS, under the current system, nuisances have gone unaddressed for more than one hundred (100) days because the City must wait for a court order before acting, which harms neighboring property owners and public health; and

WHEREAS, Sec. 1-8(c) of this Code already provides that abatement of a nuisance and charging for the cost is not a penalty that blocks any other penalty. This ordinance provides a procedure for the administrative and court tracks in this Article run at the same time; and

WHEREAS, providing a procedure for the City to abate a nuisance, after the notice periods in Article IV, without waiting for a court order — while still pursuing citations in court — is necessary to protect public health and safety and to make sure the City can recover its costs through the lien process already set out in Secs. 12-102(g), 12-103(d), and 12-104(g); and

WHEREAS, piles of debris, trash, and unsanitary conditions on public or private property — including conditions left by unauthorized encampments — can attract pests, create fire and health hazards, and lower the value and usefulness of nearby property. Fixing these conditions quickly protects public health, safety, and welfare; and

WHEREAS, requiring photos of a property's condition before the City abates it, and giving the responsible party a right to appeal the amount — but not the City's authority to act — fairly balances quick, cost-recoverable cleanup with the property owner's right to be heard; and

WHEREAS, a quarterly report to the Council on notices issued, compliance rates, abatements performed, and costs recovered keeps this Article's enforcement open and accountable;

WHEREAS, adding an unpaid abatement cost to the responsible party's regular property tax bill, rather than pursuing a separately-tracked debt, allows the City to recover its costs through the same collection process already used for delinquent ad valorem taxes, without creating a new, separate financial instrument the City must independently service;

SECTION 1. Amendment.

Chapter 12, "Garbage, Trash, Junk, Weeds and Similar Matters," of the Code of Ordinances of the City of Jasper, Alabama, is amended by adding a new Article V, "Nuisance Abatement Enforcement Procedures," consisting of Sections 12-121 through 12-126, to read as follows:

Sec. 12-121. Purpose; relationship to Article IV.

This Article provides a procedure whereby the City may abate public nuisances and establishes a two-track system that runs alongside the notice, hearing, and cost-recovery rules already in Article IV (Secs. 12-101 through 12-104) of this Chapter. Those Article IV rules still apply to any nuisance handled under this Article. This Article does not change the notice periods or hearing rights already in Secs. 12-102 through 12-104.

Sec. 12-122. Definitions.

As used in this Article: (a) 'Abatement' means removing, fixing, repairing, tearing down, cutting, clearing, or otherwise remedying a condition declared a public nuisance under Division 2 of Article II, Article IV or another part of this Code. (b) 'Abatement cost' means all costs the City spends abating a nuisance under this Article, including labor, equipment, materials, disposal fees, contractor fees, and administrative overhead, up to twenty percent (20%) of direct costs. (c) 'Compliance period' means the time after notice under Article IV during which the responsible party may fix the problem on their own: fourteen (14) days for weeds under Sec. 12-102 and junked vehicles under Sec. 12-104 and accumulations; thirty (30) days for unsafe structures under Sec. 12-103, unless the appropriate official extends it. (d) 'Responsible party' means the property's owner of record, as shown in Walker County Revenue Commissioner records, and anyone who occupies, rents, or otherwise caused or is keeping up the nuisance.

Sec. 12-123. Administrative abatement authority.

(a) If the compliance period in Sec. 12-122(c) expires without the nuisance being fully abated, the City may enter the property and abate the nuisance using City workers or contractors, without a court order. This power exists at the same time as, and separately from, the court process in Sec. 12-124. The right to enter outdoor property comes from this section and the earlier notice under Article IV. Entering an enclosed building requires a warrant or the owner's written consent. For purposes of this subsection, "enclosed building" means a structure subject to Sec. 12-103 of this Code (unsafe structures). A tent, lean-to, or similar camp structure, as those terms are used in Sec. 14-373, is not an "enclosed building" under this subsection.

(b) Before entering, City staff shall photograph the property's condition. A full record of labor, equipment, materials, disposal costs, and contractor invoices shall be kept during the abatement.

(c) Within thirty (30) days of finishing the abatement, the City shall give the responsible party a written Statement of Abatement Costs, listing the property, the dates of the work, an itemized list of costs, and the total amount owed. Payment is due within thirty (30) days of the Statement.

(d) If the costs are not paid within thirty (30) days of the Statement, the City shall add the abatement cost to the responsible party's next regular municipal or county ad valorem property tax bill for the property. The abatement cost so added shall be collected by the Walker County Revenue Commissioner at the same time and in the same manner as ordinary property taxes are collected, and shall be subject to the same penalties, interest, and procedure upon delinquency — including tax lien sale and the statutory redemption period — as apply generally to delinquent ad valorem property taxes in the State of Alabama.

Sec. 12-124. Judicial enforcement track.

(a) At the same time as, and separately from, the administrative abatement in Sec. 12-123, the appropriate official may cite the responsible party for violating the applicable part of Article IV of this Chapter. The citation procedure invokes the jurisdiction of the Jasper Municipal Court, and a hearing shall be set within five (5) business days after the compliance period ends.

(b) If the Municipal Court finds a violation and orders the person to fix it, the court's order shall, unless the court makes specific written findings otherwise, give a compliance period of no more than fourteen (14) days. The court may extend this compliance period once, by no more than fourteen (14) more days, if it writes down a good reason on the record.

(c) The City Council recognizes that the Municipal Court has its own judicial discretion to set fair compliance timelines. The periods in subsection (b) are City Council policy meant to guide, not control, the court's decisions.

(d) Each day a nuisance continues after a court-ordered deadline is a separate offense, punishable as set out in Sec. 1-8 of this Code. The appropriate official shall inspect the property after any court-ordered deadline passes and issue more citations if needed.

(e) Criminal fines and cost assessments are separate remedies. As Sec. 1-8(c) of this Code already provides, abating a nuisance and charging for it is not a penalty that blocks any other penalty under this Code.

Sec. 12-125. Emergency abatement.

(a) If the appropriate official determines that a nuisance is an immediate risk to public health or safety and action is needed before the compliance period ends, the City may abate it without prior notice, with written approval from a City designee or Mayor.

(b) The appropriate official shall make reasonable efforts to notify the responsible party before starting emergency abatement. If prior notice cannot be provided, written notice shall be given as soon as possible after abatement is completed.

(c) Emergency abatement costs are assessed and collected the same way as set out in Sec. 12-123(c) through (e). The success or failure of prior notice does not affect the City's right to recover its costs.

Sec. 12-126. Records; quarterly report.

The appropriate official shall keep a current enforcement record for each property under this Article. The appropriate official shall give the City Council a quarterly summary of enforcement activity, including the number of notices issued under Article IV, compliance rates within the applicable period, number of administrative abatements done, total costs assessed and recovered, and citations issued and how they were resolved.

SECTION 2. Repealer.

All ordinances or parts of ordinances that conflict with this Ordinance are repealed to the extent of the conflict.

SECTION 3. Severability.

If a court finds any part of this Ordinance invalid or unconstitutional, that finding does not affect the rest of the Ordinance.

SECTION 4. Effective Date.

This Ordinance takes effect upon passage and publication as required by law.

ADOPTED this the 14 day of August 2026.

CITY COUNCIL OF THE CITY OF JASPER, ALABAMA

By: Jenny Brown Short
Jenny Brown Short, Presiding Officer

ATTEST: Kathy Chambless
Kathy Chambless, City Clerk

APPROVED/VETO: Josh Gates
Josh Gates, Mayor

Comments: Jasper Water Works & Sewer Board Assistant General Manager Wes Hallman thanked Mayor Gates and the Council for their work on the franchise agreement.

Mayor Gates recognized Walker Area Community Foundation intern McKensie Sanford for her work on the community response ordinance package approved today. Community Economic and Development Director Tana Collins-Allred also recognized McKensie for her work and dedication for the City. Mayor Gates presented her with a key to the city.

Presiding Officer Short also thanked intern McKensie Sanford.

Councilmember Smith shared a thank you note and a painted bird house from the Youth Members of SKY.

Consider adjournment of the meeting.

Motion

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

Vote

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

10:26 a.m. – Meeting adjourned.

A P P R O V E D:

Jenny Brown Short, Presiding Officer

A T T E S T:

Kathy Chambless, City Clerk/Administrator