

**CULLMAN CITY COUNCIL MEETING
MONDAY, DECEMBER 12, 2022, AT 7:00 P.M.
IN THE LUCILLE N. GALIN AUDITORIUM**

Council President Jenny Folsom called the Cullman City Council Meeting to order at 7:00 p.m. on Monday, December 12, 2022. Police Chief Dave Nassetta led the Pledge of Allegiance and presented the invocation.

A roll call by City Clerk Wesley Moore reflected the following: Present - Council President Jenny Folsom, Council Member David Moss, Council Member Brad Smith, and Council Member Clint Hollingsworth. Also, present were Mayor Woody Jacobs, City Attorney Roy Williams, and City Clerk Wesley Moore. Absent: Council President Pro Tem Johnny Cook.

Council President Jenny Folsom asked the Council to consider the minutes from December 5, 2022. Council Member Moss made a motion to suspend the rules to consider the minutes. Council Member Smith seconded the motion to suspend the rules, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Absent. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye. Council Member Moss made a motion to approve the minutes from December 5, 2022, as written. Council Member Hollingsworth seconded the motion to approve the minutes, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Brad Smith: Aye. Council Member Hollingsworth: Aye.

ADDITIONS/DELETIONS TO AGENDA

Council Member Moss made a motion to add Item No.8 under XII. Resolutions, Ordinances, Orders and Other Business to consider Ordinance No. 2023-12 Updating the License Fee Schedule for the City of Cullman. Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

REPORTS OF STANDING COMMITTEES

1. Public Safety (Fire, Police, etc.) – Chairman Brad Smith - No report.
2. Utilities (Water, Sewer, etc.) - Chairman David Moss - No report.
3. Public Works (Street, Sanitation, etc.) - Chairman Johnny Cook - No report.
4. Tourism (Parks & Recreation, Airport, etc.) Chairman Clint Hollingsworth - Parks Director Nathan Anderson spoke of the success of Christkindlmarkt, shared a video of the event, thanked all the city departments for their assistance in making the event a success.
5. General Government (Finance, Economic Development, etc.) - Chairwoman Jenny Folsom - No report.

REPORT FROM THE MAYOR - Mayor Jacobs spoke on the success of the Christkindlmarkt and shared there are plans to make it bigger and better next year.

COMMENTS FROM ANYONE NOT ON THE AGENDA - None.

PUBLIC HEARINGS

Council President Folsom opened the public hearing at 7:11 p.m. for Ordinance No. 2023-04 to adopt of the 2021 International Building Code including the companion codes, which received a favorable recommendation from the Planning Commission. With no one speaking for or against Ordinance No. 2023-04, Council President Folsom closed the Public Hearing at 7:12 p.m.

Council President Folsom opened the public hearing at 7:13 p.m. for Ordinance No. 2023-05 to rezone the Apel property located at 1106 Second Avenue NW from M-1 Manufacturing to B-2 Business District, which received a favorable recommendation from the Planning Commission. With no one speaking for or against Ordinance No. 2023-04, Council President Folsom closed the Public Hearing at 7:14 p.m.

REQUESTS, PETITIONS, APPLICATIONS, COMPLAINTS - None.

RESOLUTIONS, ORDINANCES, ORDERS, AND OTHER BUSINESS

Council Member Smith made a motion to adopt the following resolution:

RESOLUTION NO. 2023 – 10

TO ENTER INTO CONTRACT WITH ST. JOHN & ASSOCIATES, INC.

WHEREAS, the Cullman City Council has determined that it would serve a public purpose to enter into contract with St. John & Associates, Inc. for supplemental civil design of plans and specifications for the new Cullman Civic Complex.

NOW THEREFORE BE IT RESOLVED by the Cullman City Council in the State of Alabama that the Mayor is hereby authorized to enter into a contract with St. John & Associates, Inc. for supplemental civil design of plans and specifications for the new Cullman Civic Complex.

ADOPTED BY THE CITY COUNCIL this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None

Council Member Moss made a motion to adopt the following resolution:

**RESOLUTION NO. 2023 – 11
AUTHORIZING THE CITY ATTORNEY TO REMOVE TENANTS FROM CITY PROPERTY**

WHEREAS, the City of Cullman Purchased Property under an agreement for the Sellers to have use of the property for a limited time, and;

WHEREAS, that time permitted has elapsed;

IT IS RESOLVED the City Council for the City of Cullman directs the City Attorney to use all lawful manner to obtain possession of the property solely to the City of Cullman for the public purpose the property was acquired.

ADOPTED BY THE CITY COUNCIL this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion, and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council President Jenny Folsom held the first readings for Ordinance No. 2023-04, Ordinance No. 2023-05, Ordinance No. 2023-10, Ordinance No. 2023-11 and Ordinance 2023-12. Council Member Moss made a motion to suspend the rules to consider the ordinances. Council Member Hollingsworth seconded the motion to suspend the rules, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council Member Moss made a motion to adopt Ordinance No. 2023-04 to adopt of the 2021 International Building Code including the companion codes.

**ORDINANCE NO. 2023-04
TO AMEND SECTION 10-27 OF THE CITY OF CULLMAN CODE OF ORDINANCES**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

Section 1. Section 10-27 of the Code of Ordinances City of Cullman enacted 2010 is hereby amended by deleting paragraph (a) in its entirety.

Section 2. Section 10-27 of the Code of Ordinances City of Cullman is hereby amended to read:

Section 10-27.

a) The city adopts by reference as though fully set forth in this article the following building and technical codes, as modified by the city herein and from time to time.

- 1) International Building Code, 2021 edition.
- 2) International Existing Building Code, 2021 edition.
- 3) International Residential Code, 2021 edition.
- 4) International Plumbing Code, 2021 edition.
- 5) International Mechanical Code, 2021 edition.
- 6) International Fire Code, 2021 edition.
- 7) International Energy Conservation Code, 2021 edition.
- 8) International Property Maintenance Code, 2021 edition.
- 9) National Electrical Code (NFPA 70), 2020 edition.
- 10) ICC/NSSA Standard for the Design and Construction of Storm Shelters, ICC 500 - 2020 edition.
- 11) ANSI/ASHRAE/IES Standard 90.1 - 2019 Energy Standard for Buildings except Low-Rise Residential.
- 12) ADA Standards for Accessible Design, 2010 edition.
- 13) NFPA 101 Life Safety Code, 2021 edition.

Section 3. All other sections of said Ordinance shall remain in full force and effect.

Section 4. That this ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council Member Hollingsworth made a motion to adopt Ordinance No. 2023-05 to rezone the Apel property located at 1106 Second Avenue NW from M-1 Manufacturing to B-2 Business District.

ORDINANCE NO. 2023 – 05

**AMENDING THE CURRENT ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CULLMAN, ALABAMA,
TO RE-ZONE CERTAIN PARCELS OF PROPERTY AS SET FORTH HEREIN**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. Under the authority of Chapter 52, Articles 1 through 4, Section 11-52-1 through Section 11-52-84, Code of Alabama 1975, as amended, and specifically Sections 11-52-77 and at the request of property owner, the petitioner, the following describe the tract or parcel of land, to-wit: Property Owner: Apel Enterprises, LLLP. PPIN: 1040. Parcel No.: 17-02-09-1-017-002.000. Property Address: 1106 2nd Ave NW. Legal Description: Beginning at a 1 inch square pipe found on the West Right-of-Way of Moore Avenue, said pipe being the purported Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 9, Township 10 South, Range 3 West of the Huntsville Meridian, Madison County, Alabama; thence from the Point of Beginning, South 89 degrees 01 minutes 10 seconds East a distance of 295.09 feet to an iron pin set along the East Right-of-Way of U. S. Highway 31, said point also being the True Point of Beginning; thence from the True Point of Beginning, and leaving said Right-of-Way, South 89 degrees 01 minutes 10 seconds East a distance of 267.48 feet to an iron pin set along the West side of a 100 foot Railroad Right-of-Way; thence along said Railroad Right-of-Way, South 25 degrees 27 minutes 11 seconds East a distance of 549.53 feet to an iron pin set; thence leaving said Railroad Right-of-Way, North 88 degrees 54 minutes 18 seconds West a distance of 266.96 feet to a railroad spike found along the East Right-of-Way of U. S. Highway 31; thence along said Right-of-Way, North 25 degrees 31 minutes 36 seconds West a distance of 549.28 feet to the True Point of Beginning, and containing 3.02 Acres, more or less. Within the city limits of Cullman, Alabama, and lying and being in Cullman County, State of Alabama, designated as M-1 Manufacturing District on the Zoning Map of the City of Cullman, Alabama, under Ordinances No. 2004-03 and as may be reflected in any comprehensive master plan for the City of Cullman, Alabama, be, and is hereby changed from M-1 Manufacturing District to B-2 Business District.

SECTION 2. That this ordinance be published at least once a week for two consecutive weeks in advance of its final passage in a newspaper with general circulation within the City of Cullman, Alabama, the first publication of said notice and ordinance being verbatim and the second publication either verbatim or synopsis, with the last publication being at least 15 days prior to the date set for public hearing and passage of said ordinance.

SECTION 3. That a public hearing be held relative to the passage of this ordinance on the 12th day of December, 2022 at 7:00 o'clock p.m., at which time interested parties and citizens shall have the opportunity to be heard concerning said ordinance and any changes relating thereto.

SECTION 4. That all notices as required by law be given by the City Clerk concerning said public hearing, and in addition thereto, a certified letter be sent by the Clerk to all contiguous property owners at their last known addresses as shown by the tax records for the City of Cullman, Alabama.

SECTION 5. That upon final passage of this ordinance, all zoning maps, master comprehensive plans or any other documents of the City of Cullman, Alabama, in conflict with this ordinance are hereby changed and amended to reflect the changes and amendments herein.

SECTION 6. Should any part or portion of this ordinance be held invalid, unenforceable or unconstitutional, for whatever reason, by a court of competent jurisdiction, such ruling shall not affect any other part or portion of this Ordinance.

SECTION 7. This ordinance shall take effect and be in force from and after its passage or adoption as required by law, including notice, publication and public hearing, all in accordance with Section 11-52-1, et seq., Code of Alabama 1975, as amended.

ADOPTED BY THE CITY COUNCIL, this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council Member Hollingsworth made a motion to adopt Ordinance No. 2023-10 to enter into a franchise agreement with the Cooperative Connection LLC dba Sprout.

ORDINANCE NO. 2023 – 10

AN ORDINANCE GRANTING A FRANCHISE TO COOPERATIVE CONNECTION, LLC DBA SPROUT TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER INTERNET SYSTEM IN THE CITY OF CULLMAN, ALABAMA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN

The City Council of the City of Cullman Alabama ordains:

STATEMENT OF INTENT AND PURPOSE

City intends, by the adoption of this Franchise, to bring about the further development of a Fiber Internet System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Fiber Internet System. Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

FINDINGS

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

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

ADOPTED BY THE CITY COUNCIL, this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

EXHIBIT A

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Cullman, Alabama hereinafter referred to as the "Grantor" and Cooperative Connection, LLC D/B/A Sprout, hereinafter referred to as the "Grantee."

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

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall be the definition set forth in 47 U.S.C. § 522(4).
- d. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System and/or Internet Fiber System within the Service Area.
- e. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System and/or Internet Fiber System to provide Cable and/or Internet Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- f. "Public, Educational and Governmental Programming" ("PEG") means an access channel or channels provided by a cable operator for the general public, educational institutions and for local governments for programming.
- g. "Service Area" shall mean the geographic boundaries of the Grantor.
- h. "Streaming Service" shall mean any digital streaming service offering "video on demand" ("VOD"), linear and/or live event programming direct-to-consumer via Internet-connected devices, set-top boxes, platforms and/or applications, including subscription, ad-based and/or transactional VOD streaming services, streaming services and "over the top" streaming services.
- i. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, tunnels, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, within the geographic boundaries of Grantor.
- j. "Subscriber" means any person lawfully receiving any Internet Service from the Grantee.

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

The Parties covenant and agree that nothing in this Agreement, nor any separate or connected license/privilege tax, franchise fee and/or any other existing agreements between the Grantor, its affiliated boards (i.e., Utilities Board of the City of Cullman), and the Grantee, or any of the Grantee's affiliates, subsidiary companies or business ventures as an electric supplier, now or existing hereafter, shall exempt the Grantee, or any of the Grantee's affiliates, subsidiary companies or business ventures as an electric supplier, now or existing hereafter, from the obligations, terms, licenses, franchise fees or other agreements with the Grantor or its affiliated boards, nor shall any said licenses, franchise fees and/or agreements existing now or hereafter created exempt or nullify any obligation(s), term(s) and/or fee(s) thereunder to either Party.

- 3. Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 20. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the Federal Cable Act renewal procedures.

4. Use of the Streets and Dedicated Easements.

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

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

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Internet System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

6. Service.

- a. The Grantee shall continue to provide Internet Service to all residences within the Service Area where Grantee currently provides Internet Service. Grantee shall have the right, but not the obligation, to extend the Internet System into any other portion of the Service Area, including annexed areas. Internet Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Internet Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Internet Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall, within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Internet System to provide Internet Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format equivalent that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section
- c. The Grantee shall comply with the standards and requirements for customer service standards and shall comply with all applicable regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise.

7. PEG Programming. Should the Grantee provide the service of Cable Channels as defined under 47 U.S.C. § 522(4) through its integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services, ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"), including sufficient bandwidth capacity to carry PEG channels required by the Grantor within the Grantor's service area, or should the Grantee provide Streaming Services offering VOD associated directly with the Grantee, then the following shall take effect:

- a. Grantee shall provide capacity in its system for the Grantor's PEG station after Grantee reaches 100 customers.
- b. Grantee shall be responsible for all costs associated with the transmission of said Channel from the current point of origination to the Grantee's headend.
- c. Grantee shall also pay the Grantor a PEG fee determined at the Grantor's sole discretion, but shall not exceed one (1%) percent of its gross revenues for PEG and institutional support, which shall not be offset against the franchise fees.
- d. The Grantor shall provide the Grantee forty-five (45) days advanced notice of the date on which it seeks to start collecting the fee, and the percentage it seeks to collect.
 - i. All fees paid to the Grantor shall be paid in accordance with 47 U.S.C. Sections 531(a)(4)(B) and may be used by the Grantor as allowed by federal law; further the PEG fee shall not be offset, deducted or chargeable as a credit against franchise fee payments required by this Agreement.
 - ii. Payments made for PEG and institutional network support shall be collected and paid in the same manner as the franchise fee outlined in this Agreement.
- e. Any operation of any PEG access channel by the Grantor shall be the responsibility of the Grantor, and the Grantee's only obligation, if any, is the responsibility of transmission of such channel.

- f. The Grantor shall be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by the Grantee in the future, if any, are provided or submitted to the Grantee, at the Grantee's designated connection point, in a manner or form that is capable of being accepted and transmitted by the Grantee, without requirement for additional alteration or change in the format or content by the Grantee, over the network of the Grantee, and which is compatible with the technology or protocol utilized by the Grantee to deliver the IP Video Service.
- g. Grantor may use a provider of its choosing, including self-provisioning, to deliver PEG content to Grantee's designated connection point, provided that the bandwidth and streaming specifications are followed.
- h. If technically possible and economically feasible, the Grantee will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.
- i. Grantee must, collectively with all other video providers, provide the Grantor free of charge one (1) installation and monthly service to each public school, municipal government buildings, fire buildings, police buildings, and library buildings that are passed by Grantee's system. No more than one (1) provider shall provide the service required by this Section to any given location. Grantor will confer with all Providers and determine the assignments in a reasonable manner. Grantee shall not seek to offset recurring costs associated with the requirements of this Section against the franchise fees of this Agreement nor shall Grantee impose such costs on the schools or institutions receiving such free installations and service.
- j. Grantor may, at its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the expenses of supporting the PEG channel.
- k. The PEG channel shall be dedicated for PEG use for the term of the Franchise.

8. Insurance/Indemnity.

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

Worker's Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents, elected officials and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Internet System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Internet System.

9. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such termination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.

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

10. **Equal Protection.** If any other provider of internet services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.
11. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding internet service as they become effective. Grantee shall also conform with all generally applicable Grantor Ordinances, Resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor's Ordinances, Resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
12. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide Internet Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
13. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.
14. **Notices/Miscellaneous.**
- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:
- Grantor: City of Cullman
P.O. Box 278
Cullman, Alabama 35056
ATTN: City Clerk
- Grantee: Cooperative Connection, LLC D/B/A Sprout
1626 First Ave SW
Cullman, Alabama 35055
ATTN: Todd McLeroy
- Email: todd@mcleroyfirm.com
15. **Successors/Transferees/Assigns.** All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees, assigns, and any parents, subsidiaries or affiliated corporations or entities as applicable.

16. **Severability.** If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby
17. **Conflict.** In the event of any conflict between this Franchise and any Grantor Ordinance, Resolution, rule or regulation, this Franchise will prevail. In no way does this Agreement exempt or nullify any license, franchisee fee and/or any other existing agreements between the Grantor, its affiliated boards (i.e., Utilities Board of the City of Cullman), and the Grantee, or any of the Grantee's affiliates, subsidiary companies or business ventures as an electric supplier, now or existing hereafter.
18. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, epidemics, pandemics or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Internet System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
19. **Franchise Fee.**
- Grantee shall pay to the Grantor quarterly an amount equal to five (5%) of the Gross Revenues for such **calendar quarter**, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
 - The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other internet franchise or authorization to provide internet service granted by Grantor. In the event any other internet franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 19 shall be reduced by an equivalent amount.
 - Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous six (6) year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
20. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.
21. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this the 12th day of December, 2022.

/s/ Woody Jacobs, Mayor
City of Cullman

Attest: /s/ Wesley M. Moore

ADOPTED BY THE CITY COUNCIL, this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council Member Smith made a motion to adopt Ordinance No. 2023-11 to regulate the emergency response resources of the City of Cullman.

ORDINANCE NO. 2023 - 11
AN ORDINANCE RELATING TO EMERGENCY RESPONSE RESOURCES OF THE CITY

SECTION I. PURPOSE. The purpose of this Ordinance is to establish emergency response guidelines for Cullman Fire and Rescue in providing non-medical and non-emergency lift assists, and to address responses by Cullman Fire and Rescue and the Cullman Police Department related to False Alarms in order to reduce the dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm dispatch requests.

WHEREAS, the City of Cullman City Council finds it in the public interest and desires to promote and protect the health, safety, welfare and convenience of the public and otherwise provide adequate protection from fire for lives and property; and WHEREAS, the rights of the citizens of the City and surrounding areas to receive adequate protection from fire for lives and property, along with satisfactory emergency medical response and other emergency rescue scenarios remains paramount; and WHEREAS, Cullman Fire and Rescue is often dispatched to life safety emergencies in areas which lie outside the jurisdictional boundaries of the City of Cullman as a secondary responder; and

WHEREAS, Cullman Fire and Rescue personnel are often dispatched for lift assistance calls at private residences, public areas and care facilities, many of which are non-medical and non-emergency related which require no medical evaluation or transport to an emergency room to move an uninjured individual from one surface to another; and

WHEREAS, the growing volume of E-911 calls requiring Cullman Fire and Rescue to provide lift assistance to care providers and private residents limits their ability to provide tax-payer life safety services for fire prevention, suppression and other emergency response resources in exigent circumstances; and

WHEREAS, these non-medical and non-emergency related lift assists incur a substantial burden and cost to tax payers; and

WHEREAS, the City Council has determined that any care facilities or private persons for call for non-medical and non-emergency related lift assistance should pay for the services and resources being provided by Cullman Fire and Rescue; and

WHEREAS, the vast majority of alarms to which Cullman Fire Rescue and the Cullman Police Department respond to are False Alarms, which are reported to Public Safety Answering Points ("PSAP") by alarm companies; and

WHEREAS, most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System; and

WHEREAS, first responders responding to False Alarms are not available to carry out emergency duties; and

WHEREAS, in the interest of using limited first responder resources most effectively and efficiently, the number of False Alarms can and must be reduced.

IT IS, THEREFORE, ORDAINED by the Cullman City Council as follows:

SECTION II. DEFINITIONS. For the purpose of this article, the following terms, phrases, words and their deviations shall have the meaning given:

- 1) *Act of God* means any unusual, extraordinary, sudden and/or unexpected manifestation of the forces of nature, sustained extensive power failure, or other incidents that cannot be prevented or mitigated by reasonable human care, skill and foresight. Such manifestations include but are not limited to tornadoes, wind storms, hail storms, hurricane, earthquake, sustained extensive power failure, conflagrations or similar catastrophic events. The City shall determine if such conditions exist.
- 2) *Alarm System* means any mechanical, electrical or electronic device which is designed for the detection of intrusion into any structure or building for the detection of unlawful activity, fire, sprinkler activation, water flow, toxic gases, carbon monoxide or smoke, or is utilized to summon aid from the City or any agency, or entity, that is dispatched through a PSAP or dispatched through any City agency; or any device which transmits any alarm signal to any person who may notify the City, or prompts the transmission of a request for aid of any type by an intermediary, is considered an alarm within this section. This includes any systems whether manually, mechanically, electrically or electronically activated.
- 3) *Assisted-living Facility* means individual, individuals, corporation, partnership, limited partnership, limited liability company or any other entity that provides or offers to provide residence and personal care to three or more individuals who need assistance with activities of daily living (ADLs). Individuals who provide residential and personal care services solely to persons to whom they are personally related are not defined as assisted living.
- 4) *Emergency Medical Treatment* means, for purposes of this article, treatment beyond an initial assessment routinely performed by Cullman Fire and Rescue.
- 5) *False Alarm* means activation of an alarm system that necessitates the response of the Police Department, Fire Rescue Department, other public safety personnel, or other City employees, whereas no emergency or emergency situation exists. Determination of whether an alarm is a false alarm resides solely with the City.
- 6) *Lift Assist* means a response by Cullman Fire and Rescue, when resources allow, to assist in physically moving an uninjured person from one surface to another who does not require emergency medical treatment or transportation in an assisted-living facility, nursing care facility, private residence or public place.
- 7) *Medical Care Facility* means a health institution planned, organized, and maintained for offering to the public, generally, facilities and beds for use in the diagnosis and/or treatment of illness, disease, injury, deformity, abnormality or pregnancy, when the institution offers such care or service for not less than twenty-four consecutive hours in any week to two or more individuals not related by blood or marriage to the owner and/or chief executive officer/administrator.

- 8) *Nursing Care Facility* means a facility licensed by the State of Alabama, or a facility or long-term care facility where medical care, nursing care, rehabilitation, or related services and associated treatment are provided for a period of more than twenty-four (24) consecutive hours to persons residing at such facility who are ill, injured or disabled.
- 9) *Owner* means legal title holder, or lessee, or occupant of property, or agent of legal title holder or lessee, in charge, possession or control of said property.
- 10) *Private Residence* means a dwelling or dwelling unit privately owned, consisting of one or more rooms in the same structure, connected and constituting a separate, independent housekeeping unit for permanent residential occupancy and with facilities for sleeping, cooking and sanitation requirements. [Private residence](#) refers to a setting other than a medical care facility, assisted-living facility or a nursing care facility.
- 11) *Resident* means a person who receives care and resides in an assisted-living facility or nursing care facility.
- 12) *Staff* means persons who provide personal care services, supervision or assistance to residents in a licensed hospital, urgent care facility, assisted-living facility or nursing care-facility.

SECTION III. LIFT ASSIST RESPONSE; COST FOR RECOVERY; FEE SCHEDULE; RECORDS.

- 1) For non-emergency and non-medical related lift assist calls regarding an uninjured individual, the City, at its discretion, reserves the right to respond to such calls only when such resources allow, and may be required to leave the scene of a lift assist, whether in progress or not, to respond to any and all life safety emergencies.
- 2) The City shall charge a fee to any private resident for resources and services of Cullman Fire and Rescue in connection with providing lift assistance to any resident for non-emergency and non-medical related response.
- 3) The City shall charge a fee to assisted-living, medical care facilities and nursing care facilities for resources and services of Cullman Fire and Rescue in connection with providing lift assistance to any patient/resident for non-emergency and non-medical related response.
- 4) The fee for providing such lift assistance to assisted-living, medical care facilities and nursing care facilities shall be \$500.00 per hour, per lift assist incident (with a minimum of one (1) hour billed), excluding administrative fees, and shall only be provided when the facility certifies that it does not currently have adequate staff to perform the lift assist themselves at the time requested.
 - a. After the first full hour, costs shall be billed in fifteen (15) minute increments for time spent on scene.
 - b. For each lift assist to any assisted-living, medical care facilities or nursing care facilities after the first lift assist, the cost to the requesting facility shall increase at a rate of \$100.00 per each lift assist for the remainder of that calendar year.
 - c. At the conclusion of each calendar year, the rate shall commence at \$500.00 for the new calendar year and shall then proceed in the cost increments prescribed in this Article.
- 5) Individuals requesting a lift assist at a private residence shall not be charged for the first three (3) lift assist services of Cullman Fire and Rescue, in any one calendar year.
 - a. The fee for providing such lift assistance dispatched to a private residence shall be \$50.00 per hour, (with a minimum of one (1) hour billed) to the resident after the third and through seventh lift assist for each calendar year.
 - b. The fee for providing such lift assistance dispatched to a private residence shall be \$100.00 per hour, (with a minimum of one (1) hour billed) to the resident for each lift assist after the seventh response for each calendar year.
 - c. After the first full hour, costs shall be billed in fifteen (15) minute increments for time spent on scene.
 - d. At the conclusion of each calendar year, the rate shall commence at \$50.00 for the new calendar year and shall then proceed in the cost increments prescribed in this Article.
- 6) Cullman Fire and Rescue shall maintain records in connection with services provided pursuant to this Article.

SECTION IV. FALSE ALARM RESPONSE; COST FOR RECOVERY; FEE SCHEDULE; RECORDS.

- 1) A permittee will be subject to the following False Alarm fee and other penalties related thereto:
 - a. Each False Alarm in excess of one false alarm in a calendar month will be subject to the following fee schedule. False alarms as a result of Acts of God as aforementioned as determined by the city are excluded.
 - i. First False Alarm (calendar month) No charge.
 - ii. Second False Alarm (calendar month) \$50.00.
 - iii. Additional False Alarms (calendar month) \$50.00.
 - iv. At the conclusion of each calendar month, the rate shall commence at no charge for the new month and shall then proceed in the cost increments prescribed in this Article.
- 2) A person who knowingly renders a false alarm shall be governed by § 13A-10-8, *Code of Alabama*.
- 3) The City reserves the right to waive such fees that it deems necessary and proper for issues including, but not limited to maintenance and accidental False Alarms which are canceled prior to the City agency's response on site.
- 4) The responding City agency shall maintain records in connection with services provided pursuant to this Article.

SECTION V. BILLING, DELINQUENCY AND COLLECTION.

- 1) The Fire Chief or his/her designee, or Police Chief or his/her designee shall compute the charges thus due for each lift assist which is non-medical and non-emergency and/or False Alarm and shall compile the necessary information to collect from the entity or individual.

- 2) The City Clerk's office shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the Council. Facility or private individual will be invoiced at the beginning of each month for lift assists at the facility or private residence.
- 3) Any bill or invoice for the fee imposed pursuant to this Ordinance shall be considered delinquent upon the expiration of the time allowed for payment, which is thirty (30) days from the date of invoice. If the payment is not received by the next invoice cycle, a late fee of \$25.00 will be applied for every thirty (30) days in which the payment is past due.
- 4) Upon the occurrence of a delinquency(s) of three (3) months, the Clerk shall send to the owner of the following via written notice: a copy of each bill sent to the person who had been paying the charges, or some other notice sufficient enough to inform the owner that the charges have become delinquent in an attempt to ensure payment is made.
- 5) The owner(s) shall be responsible for any collection costs, including attorney's fees.
- 6) The City Clerk and/or Treasurer shall provide, upon request, to the Mayor and/or Council a report detailing the individual status of accounts receivable.
- 7) The Council may, by Ordinance or Resolution, whichever required by law, policies relating to the collection of lift assist fees and the procedure for forgiving debts.
- 8) The City Clerk and/or Treasurer shall deposit the money earned from the imposition of the charges into the General Fund.

SECTION VI. APPEALS. Any assisted-living facility, medical care facility, nursing care facility, private residence or permittee with an Alarm System subject to a fee under this Ordinance may appeal the billing to the City Council at the next regularly scheduled Council meeting. The Council will issue a decision by the next scheduled meeting. The facility, individual or permittee with an Alarm System will be notified in writing within ten (10) days after the decision. Failure of the Council to issue a written decision by the next regularly scheduled meeting shall constitute a denial of the appeal. The facility, individual or permittee with an Alarm System shall have until the following day of the the next regularly scheduled meeting of the City Council to file an appeal with the Circuit Court of Cullman County.

SECTION VII. SEVERABILITY. Each and every provision of this Ordinance is hereby declared to be an independent provision and that holding of any provision hereof to be void and invalid for any reason shall not affect any other provision hereof and it is hereby declared that the other provisions of this Ordinance would have been enacted regardless of any provision which might have been held invalid. This Ordinance repeals any prior Ordinance in conflict therewith.

SECTION VIII. EFFECTIVE DATE. This ordinance shall be effective following its passage, approval and publication as required by law on the 1st day of January 2023.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Hollingsworth seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

Council Member Hollingsworth made a motion to adopt Ordinance No. 2023-12 to update the license fee schedule for the City of Cullman.

ORDINANCE NO. 2023 – 12 UPDATING THE LICENSE FEE SCHEDULE FOR THE CITY OF CULLMAN, ALABAMA

BE IT ORDAINED BY THE CITY OF COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. Section 12-44 is hereby deleted in its entirety and replaced with the following:

Sec. 12-44. License fee schedules.

The following is hereby established as the schedule of fees to be used for the calculation of amounts to be paid by taxpayers engaged in various businesses, professions, trades or other such activities in the City of Cullman:

- (1) *Schedule A*
Advertising.
\$100.00 plus .00167 of all gross receipts over \$10,000.00.
- (2) *Schedule B*
Bail bonds.
\$250.00 plus .001 of all gross receipts over \$25,000.00.

Banks.

Bank Main Office Facility	\$125.00
Each Bank Branch Location	\$10.00

State law reference(s)—Authority of municipalities to levy license tax on banks, Code of Ala. 1975, § 11-51-130.

(3) *Schedule C*

Contractors and subcontractors.

\$100.00 plus .001 of all gross receipts over \$10,000.00.

No permits for work of any kind for which a license is required shall be issued to a contractor, owner, or any authorized agent until all license taxes have been paid, unless herein otherwise provided. All general contractors shall upon request furnish the building inspector and/or the license officer with a full and complete list showing the names, addresses, contact numbers, and state licenses of all subcontractors. The City will not allow any work to be done by any subcontractor until all required licenses due have been paid in full. In the event there is no general contractor, the owner shall be subject to all the provisions required of a general contractor. Contractors and subcontractors shall provide the City of Cullman with a copy of general liability insurance with a minimum coverage amount of \$50,000.00 before a license or permit shall be issued.

Car wash, automatic, manual, and other (the city council reserves the right to approve/reject).

Three percent of gross receipts.

(4) *Schedule D*

Distribution centers.

\$100.00 plus .003 of all square footage over 20,000.

Delivery License.

\$100.00 plus .001 of all gross receipts over \$75,000.00.

State law reference(s)—Authority of municipalities to levy license tax on delivery, Code of Ala. 1975, § 10-21.

(5) *Schedule E*

Express companies.

\$200.00 annual flat fee.

State law reference(s)—Authority of municipalities to levy license tax on any motor bus terminal or any person operating any terminal or station facilities for transportation of passengers, property or express transported by motor carrier, Code of Ala. 1975, § 37-3-33.

(6) *Schedule F*

Schedule F—Fairs, circuses, carnivals, and other (the city council reserves the right to approve/reject).

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

(7) *Schedule G*

Gas company.

Natural gas, five percent of gross receipts.

Gasoline stations.

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

(8) *Schedule I*

All transient or itinerant vendors (the city council reserves the right to approve/reject).

\$500.00 per day.

Insurance fire and marine.

\$10.00 plus four percent of gross premiums collected within the city limits of Cullman.

State law reference(s)—Authority of municipalities to levy license tax on fire or marine insurance companies, Code of Ala. 1975, § 11-51-120.

Insurance other than fire and marine.

\$20.00 plus one percent of gross premiums collected within the city limits of Cullman.

State law reference(s)—Authority of municipalities to levy license tax on fire or marine insurance companies, Code of Ala. 1975, § 11-51-121.

(9) *Schedule K*

Kindergarten and Daycare.

\$150.00 plus .002 of all gross receipts over \$25,000.00.

(10) *Schedule L*

Pawn brokers and title pawns.

\$500.00 plus .002 of all gross receipts over \$25,000.00.

Financing, mortgages, and loans.

\$150.00 plus .002 of all gross receipts over \$25,000.00.

(11) *Schedule M*

Manufacturing.

On gross receipts less than \$100,000.00	100.00
Over \$100,000.00 and less than \$500,000.00	300.00
Over \$500,000.00 and less than \$1,000,000.00	400.00
Over \$1,000,000.00 and less than \$5,000,000.00	750.00
Over \$5,000,000.00 and less than \$10,000,000.00	1,250.00
Over \$10,000,000.00 and less than \$15,000,000.00	1,800.00
Over \$15,000,000.00 and less than \$20,000,000.00	2,250.00
Over \$20,000,000.00	2,750.00

(12) *Schedule O*

Occupancy hospitals, nursing homes, or assisted living.

\$150.00 plus .002 of all gross receipts over \$25,000.00.

Motels and hotels.

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

(13) *Schedule P*

Professional, promoters, performers, and other.

\$150.00 plus .002 of all gross receipts over \$25,000.00.

(14) *Schedule R*

Retail, restaurants, skating rink, pool hall, bowling alley, and other.

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

Rental, leasing, and other.

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

(15) *Schedule S*

Service, beauty salon, barbershop, nail salon, wellness spa, tanning salon, and other.

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

(16) *Schedule T*

Transportation, hauling, taxi, and other.

\$100.00 per vehicle.

State law reference(s)—Authority of municipalities to levy license tax on any motor bus terminal or any person operating any terminal or station facilities for transportation of passengers, property or express transported by motor carrier, Code of Ala. 1975, § 37-3-33.

Tattoo, branding, and body piercing.

\$1,000.00 plus .01 of all gross receipts (the city council reserves the right to approve/reject).

Telephone company.

Local \$750.00 plus the additional charge specified in Section 11-51-128, Code of Alabama 1975, per 1,000 inhabitants above 14,000 according to the 2010 or later federal census Long Distance - \$188.00 plus the additional charge specified in Section 11-51-128, Code of Alabama 1975, per 1,000 inhabitants above 14,000 according to the 2010 or later federal census. State law reference(s)—Authority of municipalities to levy license tax on persons operating telephone exchanges and long distance telephone lines for the privilege of doing intrastate business within the limits of such municipality, Code of Ala. 1975, § 11-51-128.

(17) *Schedule U*

Undertaker, funeral home.

\$200.00 plus .001 of all gross receipts over \$50,000.00.

(18) *Schedule V*

Vending machines.

\$100.00 plus .00167 of all gross receipts over \$10,000.00.

Vehicles.

\$125.00 plus \$1.00 per used vehicle sold over 125 used vehicles.
\$200.00 plus \$2.00 per new vehicle sold over 200 new vehicles.

Watercrafts, boats, tractors, RVs, ATVs, heavy equipment, trailers, mobile homes, and other.
\$100.00 plus .00167 of all gross receipts over \$10,000.00.

(19) *Schedule W*
Wholesale.

\$100.00 plus .001 of all gross receipts over \$50,000.00.

(20) *Schedule X*
Railroads.

\$480.00 plus the additional charge specified in Section 11-51-124, Code of Alabama 1975, per 1,000 inhabitants above 14,000 according to the 2010 or later federal census.

(21) *Schedule Y*

Yard, garage, rummage, or like sales.

\$5.00 per day—No more than two permits with a maximum of three days per each permit will be issued for the same physical address during a calendar year.

(22) *Schedule Z*

Fortune teller, palmist, astrologer, or clairvoyant.

\$1,000.00 plus .01 of all gross receipts (the city council reserves the right to approve/reject).

When a business, trade, profession, or occupation is carried on within the city limits of Cullman, but no schedule listed applies to said business, the city clerk and revenue officer are empowered to set a fair license fee for said business, trade, profession, or occupation.

(23) *Schedule AA*

Electric lights and power distribution companies.

Each person, firm, cooperative, or corporation selling or distributing electricity in the City of Cullman, annually in advance, three percent of gross receipts received by such person, firm, cooperative, or corporation from its operation in the City of Cullman during the preceding year.

SECTION 2. All other sections and schedules not specifically added or amended shall remain in full force and effect.

SECTION 3. This ordinance shall take effect upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 12th day of December, 2022.

/s/ Jenny Folsom, President of the City Council

ATTEST:

/s/ Wesley Moore, City Clerk

APPROVED BY THE MAYOR this the 12th day of December, 2022.

/s/Mayor Woody Jacobs

Council Member Smith seconded the motion to approve the Ordinance, and the motion was approved by a roll call vote. Mr. Wesley Moore polled the Council Members: Council President Folsom: Aye. Council Member Moss: Aye. Council Member Smith: Aye. Council Member Hollingsworth: Aye.

BOARD APPOINTMENTS – None.

Council President Folsom asked for a motion to adjourn. Council Member Hollingsworth made a motion to adjourn. Council Member Smith seconded the motion, and the meeting was adjourned at 7:19 p.m. by a voice vote. Ayes: All. Nays: None.