

**City of Vance Council Meeting Agenda
July 20th, 2026**

- 1. Call to Order- Brenda Morrison**
- 2. Prayer-Dianne Averett**
- 3. Pledge of Allegiance**
- 4. Roll Call:**
- 5. Approval of Agenda:**
- 6. Motion to Dispense with the Reading of the Minutes:**
- 7. Approval of Minutes from July 6th, 2026.**
- 8. Pay Bills:**
- 9. Treasurer Report:**
- 10. Public Comment:**
- 11. Mayor's Report:**
- 12. Attorney's Report (Scott Hickman):**
 - a. HDI Global**
 - b. Bama Rock Gardens Agreement-(Conversation with Robert Spence)**
 - c. Police Jurisdiction**
 - d. Planning Jurisdiction (County Agreement)**
- 13. Police Report (Chief Graham):**
- 14. Park and Recreation Report (Debbie Minor):**
- 15. Hostess Committee (Ginger Turner):**
 - Glow Party October 3rd, 2026**
 - Tree Lighting November 29th, 2026**
 - Breakfast With Santa December 5th, 2026**
 - Safety Meeting December 7th, 2026**
- 16. Beautification Report (Ginger Turner)**
- 17. Grant Information (Andy LaGrone):**
- 18. Council Concerns:**
- 19. New Business:**
 - a. Comcast Franchise Agreement:**
 - b. Donation to Crimson Star Band for Meal:**
- 20. Old Business:**
 - a. Bama Rock Gardens Agreement: (Give the mayor the authority to negotiate an agreement with the county for the property when the time comes. No monies involved)**
 - b. Suspend Roberts Rule of Order**
 - c. Adopt Resolution 07202026-Resolution to Give 30 Day Notice to Regions Bank We Are Paying Off 2016 Warrant Bonds-**
- 21. Next meeting will be Monday, August 3rd at 6 pm at the Vance City Hall.**
- 22. Adjourn**

07202026 Council Meeting Minutes

City of Vance Council Meeting Minutes July 20, 2026

Call to Order was made by Mayor Brenda Morrison at 6:00pm at a regularly scheduled council meeting held at the Vance City Hall. Members present were Mayor Brenda Morison; Council Members Dianne Averett, Debbie Minor, Ginger Turner, Donna McDaniel and Andy LaGrone. Others present were City Attorney Scott Hickman, Chief of Police Tommy Graham and City Clerk Tracy Burt.

All were led in a word of prayer by Council Member Dianne Averett.

All were led in the Pledge of Allegiance by Mayor Brenda Morrison.

Roll Call

All members were present.

Approval of Agenda

A motion was made by Council Member Ginger Turner to approve the meeting agenda as presented. This motion was seconded by Council Member Dianne Averett, upon being put to a vote the motion passed unanimously.

Motion to Dispense with the Reading of the Minutes

A motion was made by Council Member Debbie Minor to dispense with the reading of the minutes. This motion was seconded by Council Member Ginger Turner, upon being put to a vote the motion passed unanimously.

Approval of Council Meeting Minutes of July 6, 2026

A motion was made by Council Member Dianne Averett to approve the Council Meeting minutes of July 6, 2026. This motion was seconded by Council Member Donna McDaniel, upon being put to a vote the motion passed unanimously.

Pay Bills

A motion was made by Council Member Donna McDaniel to pay the city's bills. This motion was seconded by Council Member Ginger Turner, upon being put to a vote the motion passed unanimously.

Treasurer's Report

Mayor Brenda Morrison read the treasurer's report to all in attendance. A motion was made by Council Member Dianne Averett to approve the treasurer's report and file it for audit. This motion was seconded by Council Member Donna McDaniel, the motion passed unanimously.

Public Comment- None

Mayor's Report- Mayor Morrison read the mayor's report to all in attendance. (See attached).

Attorney's Report- Scott Hickman

1. **HDI-** Nothing new.
2. **Bama Rock Gardens Educational Center-** City Attorney Scott Hickman stated that he had heard that all went well with Mayor Morrison's presentation to the county and advised that it is possible the county may respond back, after general discussion it was decided that the council would vote to allow Mayor Morrison to negotiate the agreement with the county with no money involved, this is in new business.
3. **Police Jurisdiction-** Mr. Hickman stated that a letter is drafted for the county, however Chief Graham had a few changes he felt were needed. After the revised letter to the county is done the council will review; he is also going to do a resolution for the change as well when the time comes.
4. **Planning Jurisdiction (County Agreement)-** General discussion on the agreement, no update at this time.

Police Report- No Report

Park and Recreation Report- Debbie Minor

Council Member Debbie Minor stated fall ball registration is soon; Council Member Dianne Averett then stated there is a tournament on August 22nd at the park.

Hostess Committee- Ginger Turner

Council Member Ginger Turner stated her board met and have started making plans for the glow party stating Owen Griffith will be there between 4 & 6 and the foam party will be between 6 & 8.

Beautification Report- Ginger Turner- Nothing new.

Grant Information- No report

Fire District Fire Department

Fire District Board Chairman Jeff Parker spoke generally on the newly purchased firetruck; they are all very excited to have the truck.

Council Concerns- None

New Business

- a. **Comcast Franchise Agreement-** A motion was made by Council Member Dianne Averett to approve the agreement as presented. This motion was seconded by Council Member Donna McDaniel, upon being put to a vote the motion passed unanimously.

- b. **Donation for the Crimson Star Band Meal-** A motion was made by Council Member Donna McDaniel to donate \$300.00 for the pre-game meal as requested. This motion was seconded by Council Member Ginger Turner, upon being put to a vote the motion passed with Council Member Andy LaGrone abstaining.

Old Business

- a. **Bama Rock Gardens Agreement-** A motion was made by Council Member Donna McDaniel to approve Mayor Morrison to negotiate and enter into an agreement with the county for the Bama Rock Gardens property when the time comes with no money involved. This motion was seconded by Council Member Andy LaGrone, upon being put to a vote the motion passed unanimously.
- b. **Suspend Robert's Rule of Order-** A motion was made by Council Member Debbie Minor to approve suspending Robert's Rule of Order. This motion was seconded by Council Member Dianne Averett, upon being put to a roll call vote the motion passed unanimously.
- c. **Adopt Resolution 07202026- Resolution to give 30 Day Notice to Regions the City is paying off the 2016 Warrant Bonds-** A motion was made by Council Member Dianne Averett to adopt Resolution 07202026 to give the 30-Day Notice to Regions the City is paying off the 2016 Warrant Bonds. This motion was seconded by Council Member Donna McDaniel, upon being put to a roll call vote the motion passed unanimously.

Adjourn

A motion was made by Council Member Andy LaGrone to adjourn the Council meeting at 6:49pm. This motion was seconded by Council Member Donna McDaniel, upon being put to a vote the motion passed unanimously.

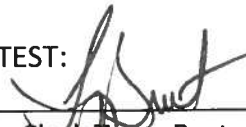
The next meeting will be on Monday, August 3, 2026, at 6pm at the Vance City Hall.

Adjourned at 6:49 pm.



Mayor Brenda Morrison

ATTEST:



City Clerk Tracy Burt

Sewer Repairs-We have 2 pumps in the shop for repair. One from Briar Ridge Subdivision and one from Logan Farms Subdivision.

ATRIP II Project with Mercedes-I was contacted by ALDOT for additional money for the project. Lisa Cantrell said the project is still under budget so the requested \$22,047.67 is available. I prepared a letter and sent it to them today okaying the change order for brackets required for rotated mounts for the signal heads.

Tingle Tangle Road Repairs-We should receive the invoice this week.

Logan Farms Roads-We should receive the invoice this week.

Camera System- Phillip did have open heart surgery so it will be a while before he can get the cameras up and going at the park.

Mitigating Wetlands at the Park-Robert and I received the report. Chris, with TTL, said within the next few months there should be an update to the wetland regulations that, hopefully, will list our wetlands as non-jurisdictional. Then we can move forward with development. . **(NO UPDATE)** *Nothing new - Plans being worked on for activity Bldg (New)*

Comcast Franchise Agreement-We will vote on this in new business.

Here's the weekly update.

1. Vance C-Store at Eaton Road –Workers back on site this morning.
2. Triumph Church Sanctuary – Waiting for the asphalt prices to come down.
3. Delta utilities – Owner working to schedule the final on the alarm system with Steve and get back with me.
5. Batting Cage/Park sign has been approved and ordered from Leeds Sign Company.

Activity Center Expansion- I contacted Robert after the last council meeting and asked him to move forward with the new activity center. .

(NO UPDATE)

Bama Rock Gardens Educational Center-Dianne and I met with the judge and county commissioners on Wednesday, July 15th, 2026, at 8:40 am. It was a good meeting. Judge Robertson said they had a lot to discuss on the project and not to expect an answer soon. In old business I am asking you all to give me permission to negotiate an agreement with the county if they come to a decision. No monies involved. We will vote on this in old business.

Planning Agreement-Scott will discuss.

Alabama Power Street Lights-I have a meeting scheduled to meet with ALDOT representatives Benji Cantrell and Mr. McAdory to discuss the lights and street signs on July 22 at 10 am at city hall. *3 roads needed 9 lights*

2016 Bond-Regions Bank has required us to prepare a resolution and vote on it and give them 30 days' notice so they can advertise the pay off. We will vote on this in old business.

Donation to Crimson Star Band for Meals-We will vote on this in new business.

Treasurer's Report July 20, 2026

Court

Corrections	\$	49,440.56
Court General	\$	16,460.56

Development Funds

Capital Improvement Fund	\$	86,301.86
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Gas Tax

4 Cent Gas Tax	\$	35,100.12
7 Cent Gas Tax	\$	28,391.73
10 Cent Gas Tax	\$	130,541.18

Sewer

Sales Tax	\$	3,940,873.91
Sewer Impact	\$	67,082.85
GUSC	\$	450,541.77

Town Boards and Accounts

Park and Recreation	\$	54,044.59
General Funds	\$	1,288,159.64
Savings Account	\$	4,499,469.78

Total Funds	\$	10,646,408.55
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Mayor _____

Council _____

TOWN OF VANCE GENERAL FUND
General Ledger
For the Period From Jul 6, 2026 to Jul 19, 2026

Filter Criteria includes: 1) IDs: Multiple IDs; 2) Journal is Cash Disbursements Journal. Report order is by ID. Report is printed with shortened descriptions and with Hide Period Subtotals on Multi-Period Report and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt
100 CASH GENERAL	7/6/26	24092	CDJ	DONNA MCDANIE		67.43
	7/6/26	24094	CDJ	MOORE COAL CO		495.00
	7/6/26	24095	CDJ	BLUE CROSS BLU		2,664.75
	7/6/26	24096	CDJ	S.SCOTT HICKMA		4,320.00
	7/6/26	24097	CDJ	LINGO TELECOM,		417.00
	7/6/26	24098	CDJ	CITIZENS WATER		507.00
	7/6/26	24099	CDJ	LIDDY'S OFFICE P		964.00
	7/6/26	24100	CDJ	VERIZON WIRELE		240.06
	7/6/26	24101	CDJ	PERFECT SHINE I		375.00
	7/6/26	24102	CDJ	BUSINESS CARD		1,155.80
	7/6/26	24103	CDJ	BUSINESS CARD		1,878.62
	7/6/26	24104	CDJ	BUSINESS CARD		82.49
	7/6/26	24105	CDJ	BUSINESS CARD		424.09
	7/8/26	24117	CDJ	LIDDY'S OFFICE P		609.00
	7/8/26	24118	CDJ	Gigi's Ice Cream		276.00
	7/8/26	24119	CDJ	ALABAMA LAW E		390.00
	7/8/26	24120	CDJ	AT&T		116.99
	7/8/26	24121	CDJ	GLOBAL FIRE SP		198.00
	7/8/26	24122	CDJ	XEROX CORPOR		130.39
	7/8/26	24123	CDJ	ALABAMA POWE		812.52
	7/8/26	24124	CDJ	K3 SUPPLY		196.54
	7/15/26	24126	CDJ	SPIRE		145.70
	7/15/26	24127	CDJ	ALABAMA POWE		5,167.42
	7/15/26	24128	CDJ	MUNICIPAL WOR		3,221.19
	7/15/26	24129	CDJ	JONES HEATING		3,771.39
	7/15/26	24130	CDJ	JONES HEATING		895.16
	7/15/26	24131	CDJ	SOUTH CENTRAL		260.42
	7/15/26	24132	CDJ	XEROX BUSINES		1,012.14
	7/15/26	24133	CDJ	GINGER TURNER		60.00
	7/15/26	24134	CDJ	ALABAMA POWE Change		1,722.21 32,576.31
105 SALES TAX ACCOUN	7/6/26	10445	CDJ	BUSINESS CARD		1,332.39
	7/8/26	10447	CDJ	ATLAS GAS		103.01
	7/8/26	10448	CDJ	ALABAMA POWE		7,886.55
	7/8/26	10449	CDJ	REDLINE DATA S		281.90
	7/10/26	10450	CDJ	VANCE FIRE PRO		20,874.01
	7/14/26	10451	CDJ	VANCE FIRE PRO		215,000.00
	7/14/26	10452	CDJ	VANCE FIRE PRO		20,000.00
	7/15/26	10453	CDJ	INSTRUMENTATI		589.80
	7/15/26	10454	CDJ	ALABAMA POWE Change		394.68 266,462.34
110 MUNICIPAL COURT	7/10/26	3515	CDJ	ALABAMA STATE		2,401.50
	7/10/26	3516	CDJ	ALABAMA CRIME		84.00
	7/10/26	3517	CDJ	THE CITIZENSHIP		30.00
	7/10/26	3518	CDJ	ADMINISTRATIVE		313.50
	7/10/26	3519	CDJ	MUNICIPAL COUR		300.00
	7/10/26	3520	CDJ	CIRCUIT JUDGES		78.25
	7/10/26	3521	CDJ	CIRCUIT CLERKS		78.25
	7/10/26	3522	CDJ	DISTRICT ATTOR		464.00
	7/10/26	3523	CDJ	MUNICIPAL CORR		1,268.50
	7/10/26	3524	CDJ	GENERAL FUNDS		2,615.50
	7/10/26	3525	CDJ	ALABAMA PEACE Change		156.00 7,789.50

Pending expenditures July 20, 2026

General Funds:

Evergreen Church road	\$ 60,000.00
Logan Farms street repairs	\$ 289,020.00

General Funds Total:	\$ 349,020.00
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Sales Tax:

Sales Tax Total:	\$ -
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Capital Improvement:

Capital Improvement Total:	\$ -
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Sewer impact:

Sewer impact total:	\$ -
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Park and Rec:

Park and Rec total:	\$ -
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Gas tax:

Tingle Tangle Road	\$ 42,100.00
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Gas tax total:	\$42,100.00
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City of Vance

Bama Rock Garden Park Restoration Vision

Phase 0 – Preliminary Vision and Conceptual
Planning

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BAMA ROCK GARDENS
CONCEPTUAL SKETCH
PRELIMINARY IDEAS
MAY 2026



1.0 PROJECT OVERVIEW

The City of Vance is honored by the opportunity to potentially assume stewardship of the property commonly known as “Bama Rock Garden”. While the transfer process between Tuscaloosa County and the City is still ongoing and final terms have not yet been completed, the City believes it is important to begin communicating a broad vision for the future of the property and its long-term value to the public.

At this stage, this document should be viewed as a conceptual “Phase 0” vision plan only. No final designs, engineering plans, or construction schedules have been developed, and any future improvements would remain dependent upon property acquisition, funding availability, grant opportunities, environmental review, and future public input.

The purpose of this document is to provide a general framework for the City’s long-term vision while recognizing that the property has not yet officially transferred ownership and that restoration priorities may evolve over time.

2.0 COMMUNITY IMPORTANCE

For many years, Bama Rock Garden served as a unique outdoor destination for residents, families, and schoolchildren throughout the area. The property’s rare Boyles Sandstone formations, wooded landscape, and trail systems provided both recreational and educational opportunities for the public.

Local residents recall a time when elementary school students regularly visited the park for educational field trips, where they could walk the trails, observe natural rock formations, and experience the area’s geology and native environment firsthand. The City of Vance believes restoring that experience for future generations would provide significant cultural, recreational, and educational value to the community and surrounding region.

Over time the property experienced years of limited maintenance, natural overgrowth, and deterioration of existing infrastructure. Because of this the City recognizes that any restoration efforts will necessarily occur in phases over an extended period of time and will depend heavily on grants, partnerships, volunteer support, and available funding.

3.0 GEOLOGICAL SIGNIFICANCE

The City of Vance recognizes the unique geological characteristics of the Bama Rock Garden property and believes the site presents significant opportunities for environmental education and conservation-focused recreation.

Historical reporting and prior studies have identified portions of the site as containing rare Boyles Sandstone formations. To the City’s understanding, this exposed geological formation is found in only two known locations within the State of Alabama, the Bama Rock Garden property and the well-known Horse Pens 40 area located in Steele, Alabama. The exposed rock formations and terrain throughout the property provide a unique opportunity to showcase the geological history and natural resources of the region while promoting conservation and educational awareness.

Beyond recreation, the property offers opportunities for students and visitors to learn about geology, native ecosystems, biodiversity, wildlife habitats, and environmental conservation in an outdoor setting. The City hopes to encourage future partnerships with educators, geologists, universities, conservation organizations, and community groups to further study, document, and interpret the site's geological and ecological significance for public benefit.

4.0 VISION FOR THE FUTURE

The City's long-term vision is to restore and preserve Bama Rock Garden as a publicly accessible educational and nature-based park centered around conservation, recreation, environmental stewardship, and outdoor learning.

The overall goal would be to create a space where children, families, schools, and visitors can safely explore and learn about the natural history of the area while also enjoying passive recreational opportunities.

The City's intent is not to overdevelop the property but rather to responsibly preserve its natural character while making it accessible and beneficial to the public once again.

Potential future restoration and development concepts may include:

- Restoration and clearing of existing trails and walking paths
- Preservation of natural rock formations and geological features
- Educational signage explaining geology, ecology, biodiversity, and local history
- Native plant identification areas and habitat preservation efforts
- Outdoor gathering and educational spaces for school groups and families
- Improved public accessibility and safety enhancements
- Partnerships with local schools, universities, conservation organizations, and community volunteers

4.1 EDUCATIONAL OPPORTUNITIES

One of the most exciting possibilities for the future of the property is the restoration of its educational mission.

The City envisions the park once again becoming a destination for school field trips and outdoor learning experiences for students throughout the region. Preliminary concepts include the future development of educational and gathering facilities that could support both formal and informal learning opportunities.

4.2 EDUCATIONAL BUILDING

The City would like to explore the future possibility of constructing a small classroom or museum-style building. While still conceptual in nature, such a facility could potentially include:

- Exhibits on local geology and rock formations
- Information on native plants and wildlife
- Educational displays about the area's natural history
- Interactive learning opportunities for students and visitors

- Historical information regarding the site and surrounding region
- Partnerships with schools, universities, and environmental organizations

At this time, these concepts remain preliminary and would be subject to future planning, design, public input, funding availability, and grant opportunities.

4.3 OPEN AIR PAVILION

A covered outdoor pavilion would serve as a gathering space for students, educators, community events, and families visiting the park. This structure could provide shaded seating and an outdoor classroom environment for presentations, demonstrations, educational programming, and community activities.

5.0 RESTORATION APPROACH

The City recognizes that restoration of the property will require a long-term phased approach. Initial efforts would likely focus on safely reopening portions of the property for public access while preserving the site's natural character.

Potential early-phase priorities will include:

- Safety and accessibility improvements
- Trail clearing and stabilization
- Removal of overgrowth and debris
- Environmental assessment and preservation planning
- Identification and protection of significant geological features
- Limited signage and wayfinding improvements
- Development of a long-term master plan

As funding opportunities become available, the City would seek to pursue grants and partnerships supporting conservation, recreation, tourism, education, and environmental stewardship.

The City also anticipates that volunteer support, civic partnerships, educational institutions, and community organizations may play an important role in the long-term restoration and success of the property.

6.0 CITY OF VANCE COMMITMENT

The City of Vance believes the Bama Rock Garden represents a unique natural, recreational, historical, and educational asset for the region. The City's long-term vision is to preserve the property's natural beauty while responsibly restoring public access and educational opportunities for future generations.

The City looks forward to working cooperatively with Tuscaloosa County, local schools, community organizations, conservation groups, universities, and residents to shape the future of the property in a way that honors its history while creating new opportunities for learning, recreation, and community engagement.

CITY OF VANCE

**RESOLUTION CALLING FOR THE FULL REDEMPTION OF THE SERIES 2016
WARRANTS NOTING THE CITY OF VANCE IS NOT IN DEFAULT**

Resolution 07202026

WHEREAS, the City of Vance supports calling for the full redemption of the Series 2016 Warrants bond as agreed in section 6(c) of the 2016 ordinance for said bond.

THEREFORE, in accordance with section 6(c) of the Series 2016 Warrants ordinance the City of Vance now calls for the full redemption of the Series 2016 Warrants bond noting the City of Vance is not in default.

NOW, THEREFORE, BE IT RESOLVED, that the City of Vance in accordance with the Series 2016 Warrants ordinance gives the 30-day notice to the bondholders that the City of Vance is calling for the full redemption of the Series 2016 Warrants noting the City of Vance is not in default and that the specified date of redemption shall be August 20, 2026.

THAT, Brenda Morrison, Mayor of the City of Vance, and its Council Members are in full agreement and wish this to be notice of the 30 (thirty) day notice that the City of Vance plans to pay the bond mentioned in full.

READ AND ADOPTED this on the 20th day of July 2026.


Brenda Morrison, Mayor

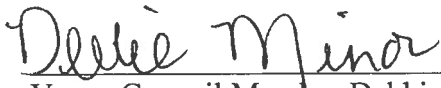
Attest:


Tracy Burt, City Clerk

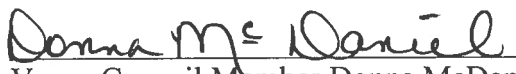
Approving Resolution 07202026 Calling for the full redemption of the Series 2016 Warrants bond and notice of 30 (thirty) day notice, noting the City of Vance is not in default.

Cont.


Vance Council Member Dianne Averett


Vance Council Member Debbie Minor


Vance Council Member Andy LaGrone


Vance Council Member Donna McDaniel


Vance Council Member Ginger Turner

Before every football game and many performances throughout the fall, we provide a meal for our student musicians. These meals ensure our students have the energy they need for performances, and travel, especially since many are unable to leave campus to eat before reporting for band activities.

The Crimson Star Band is proud to represent Brookwood High School at football games, marching competitions, parades, and community events. Our students dedicate countless hours to developing their musical talents while serving as outstanding ambassadors for our school and our city. Your support would have a direct impact on these hardworking students by helping ensure every band member has a nutritious meal before they perform.

Any contribution, whether monetary or by sponsoring a pregame meal, would be sincerely appreciated. We would also be honored to recognize the City of Vance for its generosity in our band communications and express our gratitude for investing in the success of our students.

Thank you for your time, consideration, and continued support of the young people in our community.

Sincerely,

Trish Parker

Pregame Meal Coordinator

Brookwood High School Crimson Star Band

\$ 763.32 remaining

\$300⁰⁰
Approved
(Signature)

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Vance, Alabama (hereinafter, "City of Vance") and Comcast of Alabama, LLC (hereinafter, "Grantee").

The City of Vance, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act").

1.1. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.2. "Franchise Area" means the present legal boundaries of the (City of Vance) as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles ("GAAP"). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the

movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection

4.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on an [annual/quarterly] basis and shall be due forty-five (45) days after the close of each [calendar year/calendar quarter]. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which

consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 7 - Enforcement and Termination of Franchise

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

7.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

7.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

SECTION 8 – Competitive Equity

8.1. New Video Service Provider.

8.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the City, or

(ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

8.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

8.2 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 9 - Miscellaneous Provisions

9.1. 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 (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

9.2. Insurance and Indemnity. It is expressly understood and agreed by and between Grantee and the Franchising Authority that Grantee shall indemnify and hold harmless the Franchising Authority from all claims, demands, actions, judgements, costs, expenses, and liabilities of every name and nature which may arise or result directly or indirectly from Grantees construction, operation, or maintenance of its system and the exercising of the rights granted hereunder. Grantee shall carry insurance with a company qualified to do business in Alabama to protect the parties hereto from and against any and all such claims, demands, actions, judgements, costs, expenses, and liabilities due to damage to property, to injury or death of persons as to any occurrence shall be in the amount of one million dollars (\$1,000,000), evidence thereof to be filed in the office of the City Clerk and maintained continually during the exercise of the rights granted under this franchise.

9.3. Construction. All transmission and distribution structures, lines, and equipment erected by Grantee within the City shall be located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys, or other public ways and places.

Grantee shall not place poles or other fixtures where the same will interfere with any gas, sewer, electric or telephone fixture, water hydrant or main, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curblin, and those placed in alleys shall be placed close to the line of the lot abutting on said alley and then in such a manner as to not interfere with the usual travel on said streets, alleys and public ways.

9.4. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

To the Grantee:

Comcast Cable Communications, LLC

Florida Region
Attn: Vice President, Government Affairs
1401 Northpoint Parkway
West Palm Beach, FL 33407

With a copy to:

Comcast Cable Communications, LLC
Attn: Regulatory Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103
Email: Legal_Notices@comcast.com

9.5. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.6. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.7. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For FRANCHISING AUTHORITY:

By: City of Vance
Name: Brenda Morrison
Title: Mayor
Date: July 20, 2020

For COMCAST OF ALABAMA, LLC:

By: _____
Name: _____
Title: _____
Date: _____