

TUSCALOOSA CITY COUNCIL MEETING AGENDA

Tuesday, March 7, 2023

1. CALL TO ORDER: 6:00 p.m.

Council Prayer: Dear God, bless our proceedings today. Give us wisdom to know what is just and the strength to do what is right. Amen.

Pledge of Allegiance: I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

2. APPROVAL OF MINUTES

Council President Pro Tem: As the Council has received a synopsis of the previous meeting, I move that we dispense with the reading of the minutes of the same unless there are any deletions, additions, or corrections.

3. PROCLAMATIONS AND STATEMENTS BY MAYOR AND COUNCIL

Mayor Announcements

- *Mayor Maddox will present a proclamation honoring the American Christian Academy's girls bowling team for winning the 6 and 7A State Championship.*
- *Mayor Maddox will present a proclamation proclaiming March 2023 as "Social Work Month."*

Department Announcements

4. AGENDA ITEM COMMENTS BY CITIZENS

Citizens are encouraged to sign in with the City Clerk in order to assure that their comments related to a specific agenda item are received prior to consideration by the City Council. Speakers are limited to five (5) minutes each.

5. UNFINISHED BUSINESS

Council Committee Reports

Clerk's Report of Mayor's Veto

6. **CONSENT AGENDA:** (items "a through d") All matters listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion and vote. There will be no separate debate, amendment, or substitution of these items. If the same is desired by the Mayor and/or any member of the Council, upon request made on the record, that item will be removed from the Consent Agenda and considered separately under the regular Order of Business.

- a. Authorizing the filing of a lien pursuant to Section 13-69(B) of the Code of Tuscaloosa and Section 11-47-140, Code of Alabama (File No. 20-0343; 2010 Hackberry Lane/Robert P. Hill and Anne M. Hill). **PP 5-6**
- b. Declaring a property surplus and authorizing its disposal. **P7**
- c. Awarding competitive bids for the purchase of four ½ ton trucks (Bid No. 9071-030123-2); Donohoo Chevrolet LLC; total amount: \$181,296.33. **P8**
- d. Awarding competitive bids for the purchase of ARFF foam testing system (Bid No. 6010-020623-1); Emerging Growth Enterprise d.b.a. NoFoam Systems; total amount: \$30,221.53. **P9**

7. PUBLIC HEARINGS

Approving the ABC application of Bama Restaurant Inc. d.b.a. The Standard for an alcohol license at The Standard in Tuscaloosa; 1217 University Boulevard, 35401:

- **23-020** restaurant retail liquor. **P10**

Setting the cost for demolition of the structure at 2016 5th Street East and authorizing the filing of a lien. **P11**

8. RESOLUTIONS AND ORDINANCES NOT OF A GENERAL NATURE OR PERMANENT OPERATION

Approving the ABC application of Downtown Entertainment LLC for a special events retail license (less than 7 days) at SAE Parents Weekend for March 24th in Tuscaloosa. (23-021; 432 University Boulevard; Tuscaloosa: 35401). **P12**

Authorizing Tuscaloosa Police Department to execute a revocable specialty license agreement (OCA- 23-0231). **P13**

Authorizing the Director of Arts and Entertainment to execute trade agreements and related documents (OCA-23-0215). **P14**

Authorizing the Mayor to execute an agreement between the City of Tuscaloosa and the National Museum of the United States Air Force (OCA-23-0236). **P15**

Authorizing the Mayor to execute an aviation hangar ground lease with NHS Management, LLC at the Tuscaloosa National Airport (A22-1200). **P16**

Authorizing an amphitheater sponsorship contract with Bryant Bank (OCA-23-0265). **P17**

Authorizing the Mayor to execute a right-of-way permit to Peninsula Northriver, LLC (OCA-23-0268). **P18**

Authorizing the Mayor to execute a right-of-way permit to The University of Alabama (OCA-23-0270). **P19**

Authorizing the Chiefs of Police and Fire Rescue to execute a memorandum of understanding between the City of Tuscaloosa and the University of Alabama Environmental Health and Safety Division (OCA-23-0141). **P20**

Rejecting all bids for a cargo van (Bid No. 9071-030123-3). **P21**

Authorizing disbursement from District 7 Improvement Funds for the Ivy Foundation of Tuscaloosa; total: \$5,000.00 (A22-1458). **P22**

Authorizing a professional services contract with Tyler Technologies, Inc.; total not to exceed \$130,565.00 (OCA-23-0245). **P23**

Authorizing a minor public works contract with Asplundh Tree Expert, LLC; total: \$7,000.00 (OCA-23-0209). **P24**

Authorizing a professional services contract with Ward Scott Morris Architecture for design services for Kaulton Park Improvements; total not to exceed \$93,070.00 (OCA-23-0227). **P25**

Authorizing a minor public works contract with ABC Cutting Contractors; total: \$2,622.00 (A23-1513). **P26**

Tentatively awarding a public works contract to GFC Construction Inc. for Sokol Park North Improvements—Phase 2; total: \$3,947,183.05 (A22-1426/2021.033.001). **PP 27-28**

Authorizing the purchase of equipment from Stivers Ford; total: \$81,744.00. **P29**

Authorizing Amendment No. 6 to the Fiscal Year 2023 General Fund Reserve for Future Improvements Fund Budget (A98-0470). **P30**

Authorizing Amendment No. 8 to the NASCAR Project Fund Budget (A16-1238). **P31**

Authorizing Amendment No. 1 to the resolution that establishes the budget for the 2020 A Warrant Series (A21-1265). **P32**

If necessary, Council rules of procedure will be suspended at this time.

9. ORDINANCES AND RESOLUTIONS OF A GENERAL NATURE OR PERMANENT OPERATION

FOR INTRODUCTION

Amending Sections 3-30 and 11-21 of the Code of Tuscaloosa (OCA-23-0203) **(may be adopted by unanimous consent following introduction). PP 33-34**

Appointing members as voting delegates for the Alabama League of Municipalities Annual Business Meeting **(may be adopted by unanimous consent following introduction). P35**

Authorizing Amendment No. 9 the Fiscal Year 2023 General Fund Budget (A22-1037) **(may be adopted by unanimous consent following introduction). P36**

Authorizing Amendment No. 2 to the 2023 ELEVATE Tuscaloosa Fund Budget (A22-1038) **(may be adopted by unanimous consent following introduction). P37**

Authorizing the issuance of one \$7,775,000 General Obligation Warrant Series 2023-CWSRF-DL (A22-1420) **(may be finally adopted following introduction and unanimous consent). PP 38-58**

Authorizing the issuance of one \$12,255,000 General Obligation Warrant Series 2023-DWSRF-DL (A22-1420) **(may be finally adopted following introduction and unanimous consent). PP 59-79**

FOR ADOPTION

10. AUDITING ACCOUNTS

Authorizing the payment of bills; total: \$838.58. **P80**

11. CITIZEN'S COMMENTS AND OTHER COMMUNICATIONS

12. EXECUTIVE SESSION

13. POLICY IMPLEMENTATION

Mayor: Subject to the exercise of mayoral veto on ordinances of a general nature or permanent operation, all applicable departments are hereby ordered to otherwise implement council policy this date enacted.

14. ADJOURN

3/3/2023

Brandy P. Johnson
City Clerk



Following each item of business is the page number of the item as it appears in the full agenda presented to council members. Should you have questions about a particular item, you may contact the Office of the City Clerk at (205) 248-5010 or by email to cityclerk@tuscaloosa.com. Please refer to the page number of the item in question so it can be more quickly accessed.


Office of the City Attorney

Prepared By: JPW/rd
Requested by: OCA Date: 03/07/2023
Council Presentation: 03/07/2023
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT
TO SECTION 13-69(B), CODE OF TUSCALOOSA AND
SECTION 11-47-140, CODE OF ALABAMA, 1975
(File No. 20-0343)

WHEREAS, the person last assessed for the property taxes at the address of 2010 Hackberry Lane, Tuscaloosa, Alabama, is Robert P. Hill and Anne M. Hill, as recorded in Deed Book 2011, Page 11824, more particularly described as:

Lot 'M' Avalon Place, a map or plat of which is recorded in Plat Book 6, at Page 77 in the Probate Office of Tuscaloosa County, Alabama.

WHEREAS, the City of Tuscaloosa, Office of Urban Development, pursuant to Section 13-69, Code of Tuscaloosa, provided clean-up and/or weed and grass cutting at the above property on the 8th day of June, 2022, the 19th day of July, 2022 and the 5th day of September, 2022 at a cost fixed by the Office of Urban Development in the amount of \$450.00 plus court cost in the amount of \$14.50, for a total cost of \$464.50; and,

WHEREAS, Section 13-69, Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the cost of the clean-up and/or weed and grass cutting services provided through the Office of Urban Development on the 8th day of June, 2022, the 19th day of July, 2022 and the 5th day of September, 2022, Tuscaloosa, Alabama, as recorded at Deed Book 2011, Page 11824 be, and is hereby, fixed at \$464.50.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Tuscaloosa County and shall constitute a lien in the amount of \$464.50 against the property at Deed Book 2011, Page 11824.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

RESOLUTION

RESOLUTION DECLARING PROPERTY
SURPLUS AND AUTHORIZING ITS DISPOSAL

WHEREAS, the Purchasing Agent has reported to the City Council that certain equipment from various departments is surplus and no longer needed for municipal purposes, and he has requested permission to dispose of the same in the manner stated.

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

That the following item(s) from the listed department(s) be declared surplus and no longer needed for municipal purposes and the Purchasing Agent is authorized to dispose of the same in the manner stated.

AUCTION

POLICE	
ITEM(S)	CITY ID NO.
2008 Ford Crown Victoria	2202
2012 Chevrolet Tahoe	2385
2013 Chevrolet Tahoe	2478

Requested: Accounting & Finance
Prepared: Accounting & Finance
Agenda: 03/07/2023

RESOLUTION

AWARDING COMPETITIVE BID(S) FOR THE PURCHASE, ETC. OF

½ Ton Trucks

BID NO. 9071-030123-2

WHEREAS, heretofore, bids were opened and read for the purchase or lease of the above stated labor, service, work and/or materials, equipment, supplies or other personal property as more particularly stated in the invitation to bid, instruction to bidders and/or specifications of the City of Tuscaloosa, a Municipal Corporation; and,

WHEREAS, the said bids have been analyzed and reviewed by the appropriate department(s) to which the matter was referred by the City Council and recommendations as to award have been made thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that award based upon competitive bid for the following bid items is hereby made to:

DONOHOO CHEVROLET LLC

Vehicle C. 2023 Chevrolet 1500 Work Truck (Qty 3)	\$45,506.36/each	\$136,519.08/total
Vehicle D. 2023 Chevrolet 1500 Work Truck (Qty 1)		\$44,777.25/total

as the lowest responsible bidders taking into consideration where appropriate the qualities of the commodities, labor, service, etc. as above stated to be supplied or sold, conformity with specifications, the purpose for which required, the terms of delivery, transportation charges and dates of delivery where applicable; and the Mayor is authorized to execute appropriate contracts or related documents and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

20309070-23501

By: Bucky Shaah
Chief Financial Officer

On behalf of Carly Standridge

COUNCIL ACTION

Resolution _____

Ordinance _____

Introduced _____

Passed _____

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Comments: _____

Prepared: Purchasing
Requested: Purchasing
Agenda: 03/07/2023

RESOLUTION

AWARDING COMPETITIVE BID(S) FOR THE PURCHASE, ETC. OF

ARFF FOAM TESTING SYSTEM

BID NO. 6010-020623-1

WHEREAS, heretofore, bids were opened and read for the purchase or lease of the above stated labor, service, work and/or materials, equipment, supplies or other personal property as more particularly stated in the invitation to bid, instruction to bidders and/or specifications of the City of Tuscaloosa, a Municipal Corporation; and,

WHEREAS, the said bids have been analyzed and reviewed by the appropriate department(s) to which the matter was referred by the City Council and recommendations as to award have been made thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that award based upon competitive bid for the following bid items is hereby made to:

EMERGING GROWTH ENTERPRISE
DbA NOFOAM SYSTEMS

NoFoam Systems Model P-574

\$30,221.53

as the lowest responsible bidders taking into consideration where appropriate the qualities of the commodities, labor, service, etc. as above stated to be supplied or sold, conformity with specifications, the purpose for which required, the terms of delivery, transportation charges and dates of delivery where applicable; and the Mayor is authorized to execute appropriate contracts or related documents and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

20416010-23606

By: Betty Saffell

Chief Financial Officer

On behalf of Carly Stundridge

COUNCIL ACTION

Resolution _____

Ordinance _____

Introduced _____

Passed _____

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Comments: _____

Prepared: Purchasing
Requested: Purchasing
Agenda: 03/07/2023

RESOLUTION

**RESOLUTION APPROVING APPLICATION OF
BAMA RESTAURANT INC
DBA THE STANDARD
FOR ABC LICENSE**

Whereas, the Tuscaloosa City Council has approved the application of Bama Restaurant Inc. dba The Standard for Restaurant Retail Liquor to be granted from the Alcoholic Beverage Control Board at the following address, to-wit:

Bama Restaurant Inc.
dba The Standard
1217 University Blvd
Tuscaloosa, AL 35401

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

That the Mayor and the City Clerk be, and they are hereby, authorized to certify this action of approval by the City Council on the application for approval of said license to be submitted to the State of Alabama Alcoholic Beverage Control Board.

23-020

RESOLUTION

SETTING THE COST FOR DEMOLITION OF THE STRUCTURE AT 2016 5th STREET EAST AND AUTHORIZING THE FILING OF A LIEN

WHEREAS, the person(s) last assessed for the property taxes at 2016 5th Street East is Helen High as recorded in Deed Book 1097, Page No. 0147; more particularly described as:

Lots 124 and 125 of the Warrior Addition Subdivision, a map or plat of which said subdivision is of record in the Probate Office of Tuscaloosa County, Alabama in Plat Book Number 3 on page 15 and reference to which said map or plat is hereby made in aid of and as a part of this description.

WHEREAS, the building located on said property in the City of Tuscaloosa was demolished by city forces pursuant to Ala. Code Section 11-53B-1 et seq. (1975); and,

WHEREAS, on the 7th day of March 2023, a hearing was held to set the cost of demolishing the building in the amount of \$3,976.34 plus court costs in the amount of \$14.50, for a total cost of \$3,990.84 and,

WHEREAS, Section 11-53B-1 et seq. states that the cost of demolition, and court costs shall constitute a lien and shall be a superior lien to all other except for taxes.

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

1. That the cost for the demolition of the building located at 2016 5th Street East and for court costs be, and it is hereby set at \$3,990.84, and the persons(s) last assessed for the property is Helen High as recorded in Deed Book 1097, Page No. 0147.
2. That the City Clerk shall file a certified copy of this resolution in the office of the Probate Judge of Tuscaloosa County, and the cost of demolition and court costs shall constitute a lien in the amount of \$3,990.84 against the property at 2016 5th Street East, as recorded in Deed Book 1097, Page No. 0147.

RESOLUTION

RESOLUTION APPROVING APPLICATION OF
DOWNTOWN ENTERTAINMENT LLC
EVENT AT SAE PARENTS WEEKEND
FOR ABC LICENSE

Whereas, the Tuscaloosa City Council has approved the application of Downtown Entertainment LLC Event at SAE Parents Weekend on March 24, 2023 for a Special Events Retail (7 Days or Less) to be granted from the Alcoholic Beverage Control Board at the following address, to-wit:

Downtown Entertainment LLC
Event at SAE Parents Weekend
432 University Blvd
Tuscaloosa, Al. 35401

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

That the Mayor and the City Clerk be, and they are hereby, authorized to certify this action of approval by the City Council on the application for approval of said license to be submitted to the State of Alabama Alcoholic Beverage Control Board.

23-021

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: KK/ cwe
Requested: Public Safety Date: 2/28/23
Council Presentation: 3/07/23
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING TUSCALOOSA POLICE DEPARTMENT
TO EXECUTE REVOCABLE SPECIALTY LICENSE AGREEMENT
(OCA-23-0231)

BE IT RESOLVED that the Tuscaloosa Police Department is hereby authorized to execute a Revocable Specialty License Agreement with University Mall to host a Vintage Car Show.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION
Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: OT/hh

Requested: Projects Date: 02/28/2023

Council Presentation: 03/07/2023

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE EXECUTION OF TRADE AGREEMENTS AND RELATED DOCUMENTS
(OCA-23-0215)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Director of Arts & Entertainment is hereby authorized to execute Trade Agreements and related documents, provided that the contract amounts are within budget, the services provided are compliant with Alabama Bid Law, and the Agreements and related documents are administratively approved by the City Attorney, by, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: TDB

Requested: Legal/Airport 3/7/23

Presentation on: 3/7/23

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF TUSCALOOSA AND THE NATIONAL MUSEUM
OF THE UNITED STATES AIR FORCE
(OCA-23-0236)

WHEREAS, the City of Tuscaloosa has on display at the Tuscaloosa National Airport a static display of an Aircraft T-33A, 53-5109; and,

WHEREAS, the City of Tuscaloosa is required to enter into an agreement for the loan of said aircraft.

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

1. That the Mayor be and he is hereby authorized to execute an agreement between the City of Tuscaloosa and the National Museum of the United States Air Force; and
2. That the Mayor is hereby authorized to execute letter indicating that the City of Tuscaloosa is self insured for said aircraft in an amount not to exceed \$10,000.

FUNDING REQUIRED: Yes No

By: _____
Finance Director

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: TDB

Requested: Projects: Date 2/28/23

Presentation on: 3/7/23

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AVIATION HANGAR GROUND LEASE
WITH NHS MANAGEMENT, LLC AT THE TUSCALOOSA NATIONAL AIRPORT
(A22-1200)

NOW THEREFORE BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor
be and is hereby authorized to execute an aviation hangar ground lease with NHS Management,
LLC at the Tuscaloosa National Airport.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: OT/hh

Requested by: Amp

Council Presentation: 03/07/2023

Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING AMPHITHEATER SPONSORSHIP CONTRACT
WITH BRYANT BANK
(OCA-23-0265)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor be, and he is hereby, authorized to execute a Sponsorship Agreement with Bryant Bank, subject to the approval of the Office of the City Attorney, for a term of One (1) year for sponsorship rights at the Tuscaloosa Amphitheater, by, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: CWE

Requested by: Projects Date: 2/28/23

Presentation on: 3/7/23

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY
PERMIT TO PENINSULA NORTHRIVER LLC
(OCA-23-0268)

WHEREAS, Peninsula Northriver, LLC has requested a right-of-way use permit for decorative gate improvements in the public right of way at Peninsula Subdivision at Plat Book 2023 Page 8, Tuscaloosa, Alabama and,

WHEREAS, the City Council of Tuscaloosa is willing to grant permission to Peninsula Northriver, LLC for decorative gate improvements located in the public right of way at Peninsula Subdivision at Plat Book 2023 Page 8, Tuscaloosa, Alabama, upon the terms and conditions of a permit and the recommendation of the Office of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and he is hereby, authorized to execute a permit to Peninsula Northriver, LLC for decorative gate improvements located in the right-of-way at Plat Book 2023 Page 8, Tuscaloosa, Alabama as described in said permit; and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

COUNCIL ACTION

By: _____
Chief Financial Officer

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: CWE
Requested by: Projects Date: 2/28/23
Presentation on: 3/7/23
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY
PERMIT TO THE UNIVERSITY OF ALABAMA
(OCA-23-0270)

WHEREAS, The University of Alabama, has requested a right-of-way use permit for the extension of the UA Office of Information Technology fiberoptic infrastructure in the public right of way along Campus Drive and Helen Keller Boulevard, Tuscaloosa, Alabama and,

WHEREAS, the City Council of Tuscaloosa is willing to grant permission to The University of Alabama for the extension of the UA Office of Information Technology fiberoptic infrastructure located in the public right of way along Campus Drive and Helen Keller Boulevard, Tuscaloosa, Alabama, upon the terms and conditions of a permit and the recommendation of the Office of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and he is hereby, authorized to execute a permit to The University of Alabama for the extension of the UA Office of Information Technology fiberoptic infrastructure located in the right-of-way along Campus Drive and Helen Keller Boulevard, Alabama as described in said permit; and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW

Requested: Pub. Saf. 2/28/23

Presentation on: 03/7/23

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE CHIEFS OF POLICE AND FIRE RESCUE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUSCALOOSA AND THE UNIVERSITY OF ALABAMA ENVIRONMENTAL HEALTH AND SAFETY DIVISION (OCA-23-0141)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Chief of Police and the Chief of Tuscaloosa Fire Rescue are hereby, authorized to execute a Memorandum of Understanding between the City of Tuscaloosa Police and Fire Rescue Departments and the University of Alabama Environmental Health and Safety Division regarding hazardous waste regulations pursuant to 40 CFR part 262 which includes identification of hazardous waste on University of Alabama property and a contingency plan regarding a hazardous waste response by the Police Department and/ or the Fire Rescue Department.

FUNDING REQUIRED: Yes No

By: _____

Finance Director

COUNCIL ACTION

Resolution _____

Ordinance _____

Introduced _____

Passed _____

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Comments: _____

RESOLUTION

RESOLUTION REJECTING ALL BIDS FOR
CARGO VAN
BID NO. 9071-030123-3

WHEREAS, heretofore on March 01, 2023, bids were received with regard to procurement of a cargo van; and,

WHEREAS, pursuant to the General Conditions (4-b) of the Invitation to Bid, the City elects to reject the bids as it is in the best interest of the City.

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

1. That pursuant to General Conditions (4-b) of the Invitation to Bid, the City hereby rejects all bids received for the abovementioned project.
2. That City staff is hereby directed to issue a new bid at a later date to seek competitive bids if the need for the commodity exists and funding has been secured.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

Prepared: Purchasing
Requested: Purchasing
Agenda: 03/07/2023

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SBH/cr
Requested: Finance Date: 3/7/23
Council Presentation: 3/7/23
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING DISBURSEMENT FROM DISTRICT 7 IMPROVEMENT FUNDS FOR THE
IVY FOUNDATION OF TUSCALOOSA, AL
(A22-1458)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Councilmember for Tuscaloosa City Council District 7 has requested the amount of \$5,000.00 be designated for the Ivy Foundation, from the District 7 Improvement Fund, by, and as an act for, and on behalf of the City of Tuscaloosa.

FUNDING REQUIRED: Yes No
10104050-99907

By: 
Chief Financial Officer

on behalf of Carly Grandidge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SEM/hh
Requested: Projects Date: 02/28/2023
Council Presentation: 03/07/2023
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH
TYLER TECHNOLOGIES, INC.
(OCA-23-0245)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a professional services contract with Tyler Technologies, Inc. in an amount not to exceed \$130,565.00 for add-on to Munis called Tyler Content Manager, by, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No
FY23 RFFI - 20309070-23501

By: 
Chief Financial Officer

on behalf of Carly Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

EA
Office of the City Attorney

Prepared By: SEM/hh
Requested: Projects Date: 02/28/2023
Council Presentation: 03/07/2023
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
ASPLUNDH TREE EXPERT, LLC
(OCA-23-0209)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract in the amount of \$7,000.00 with Asplundh Tree Expert, LLC, for tree removal, stump grinding, and fence repair on Cherokee Avenue, Tuscaloosa, Al, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No
10109044-3100

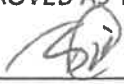
By: Quincy Samuels
Chief Financial Officer

On behalf of Cary Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM/hh

Requested By: Projects Date: 02/28/2023

Council Presentation on: 03/07/2023

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH WARD SCOTT MORRIS ARCHITECTURE FOR DESIGN SERVICES FOR KAULTON PARK IMPROVEMENTS (OCA-23-0227)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a Professional Services Contract with Ward Scott Morris Architecture not to exceed \$93,070.00 for Design Services for the Kaulton Park Improvements, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: - Yes No
70102040-21023 _____

By: Betsy Smith
Chief Financial Officer

On behalf of Carly Sandridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM/hh
Requested: Projects Date: 02/28/2023
Council Presentation: 03/07/2023
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH ABC CUTTING CONTRACTORS (A23-1513)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract in the amount of \$2,622.00 with ABC Cutting Contractors for ESD Parking Lot Demolition – Concrete Saw Cutting, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No
10109077-3100

By: Betsy Scheff
Chief Financial Officer

on behalf of Carly Grandridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SEM
Requested: Projects Date: 03/07/2022
Council Presentation: 03/07/2022
Suspension of Rules: NO

RESOLUTION

RESOLUTION TENTATIVELY AWARDING PUBLIC WORKS CONTRACT TO
GFC CONSTRUCTION, INC. FOR
SOKOL PARK NORTH IMPROVEMENTS – PHASE 2
(A22-1426/2021.033.001)

WHEREAS, heretofore, bids were opened and read on or about the 31st day of January, 2023, in regard to the Sokol Park North Improvements Project– Phase 2 and,

WHEREAS, representatives of the City have notified the Projects Committee and City Council that the apparent lowest responsive, responsible bidder meeting the specifications for Sokol Park North Improvements Project – Phase 2 was that of GFC Construction, Inc. in the amount of \$3,947,183.05.

WHEREAS, the representatives of the City have advised the City Council of that fact and recommended that they be authorized to issue notification of intention to award to the said bidder and upon all contractual matters being finalized including bonds and insurance, that the Mayor be authorized to execute all appropriate contracts and documents with said bidder.

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

1. That in accordance with ALA. CODE §39-5-1(b) (1975), the City of Tuscaloosa, as the awarding authority, does hereby certify that to the best of its knowledge, information and belief, this contract was let in compliance with applicable provisions of this title and all other applicable provisions of law.

2. That the conditional award based upon competitive bid is hereby made to GFC Construction, Inc. for the base bid in the amount of \$3,267,061.03; Alternate No. 1 in the amount of \$235,655.57; and Alternate No. 2 in the amount of \$444,466.45; for a total award of \$3,947,183.05 for Sokol Park North Improvements Project – Phase 2 pursuant to the plans, specifications, drawings and related documents for the project, as the apparent lowest responsive, responsive bidder taking into consideration where appropriate, the qualities of the commodities, the labor, service, etc., conformity with specifications, the purpose for which required, the terms of delivery, transportation charges and dates of delivery where applicable.

3. That the representatives of the City, on behalf of the City of Tuscaloosa be, and they are hereby, authorized to issue notification of intention of award to the said bidder in said

amount and proceed with completion of review and submittal for all contractual matters as required by the City's plans and specifications.

4. That this award is conditioned upon said bidder completing and submitting to the City through its representatives, all documents and other related matters required by the request for proposal of the bidder and upon notification from the City representatives that the bidder has complied with said requirements, the Mayor be, and he is hereby, authorized to execute a contract between the City of Tuscaloosa and said bidder for the project in the amount awarded above, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk be, and she is hereby, authorized to attest the same, at which time the contract will be considered to have been awarded.

5. That upon notification from the City representatives that all preliminary matters have been complied with by the said low bidder and subsequent execution of said contract by the Mayor on behalf of the City, the City Representative be, and it is hereby, authorized to issue appropriate notices to proceed to the contractor.

FUNDING REQUIRED: Yes No
10802040-21033

By: Bucky Sarratt
Chief Financial Officer

on behalf of Carly Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

RESOLUTION

RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT/SUPPLIES/SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

That the Purchasing Agent be, and he is hereby, authorized to issue purchase order(s) to the following individuals, organizations and/or vendors in the amounts shown for the purchase and/or lease of the listed equipment, supplies, and/or services for the named municipal departments:

TUSCALOOSA POLICE DEPARTMENT

Equipment: 2023 Ford F150 Supercrew 4x4 (Qty of 2)

Cost: \$40,872.00/each - \$81,744.00/total

Vendor: Stivers Ford

This item was not included in an itemized equipment budget. State Contract T191

FUNDING REQUIRED: Yes No
22105010-4010 – 40,872.00
23205010-23518 – 40,872.00

By: *Decky Ganeith*
Chief Financial Officer
on behalf of Carly Standridge

Prepared: Purchasing
Requested: Purchasing
Agenda: 03/07/2023

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

22

Prepared By: HE
Requested: 02/28/2023
Presentation on: 03/07/2023
Suspension of Rules: No

RESOLUTION

AMENDING THE FISCAL YEAR 2023 GENERAL FUND RESERVE FOR FUTURE IMPROVEMENTS FUND BUDGET
(AMENDMENT 6 - FY23 GFRFFI BUDGET)
(A98-0470)

WHEREAS, the Council has determined to re-establish the GFRFFI for Fiscal 2023. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, as follows:

That the resolution previously enacted by the City Council designating a specific amount of the City of Tuscaloosa's General Fund Reserve Fund for Future Improvement (GFRFFI) as encumbered for certain designated public improvement and special projects of the General Fund Department in the stated amount for expenditures in the fiscal year, including continuing encumbrances of unexpended reserve funds in the stated amounts for those projects previously designated in prior years and confirmed therein, be further amended by the language and/or by the addition or subtraction in the amounts as indicated herein. Unless subsequently amended or repealed, any unexpended funds designated or amended herein or previously designated shall remain encumbered through Fiscal 2023.

That a net total of \$33,096,756 of the City of Tuscaloosa's General Fund Reserve Fund be budgeted and encumbered for General Fund Improvement and special projects or programs of the City of Tuscaloosa.

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Fiscal Year 2023 General Fund Budget of the City of Tuscaloosa be, and the same is hereby, amended as follows:

REVENUES			
PROJECT NAME	CURRENT BUDGET	CHANGE	REVISED BUDGET
Trans From NASCAR Fund	-	(3,000,000)	(3,000,000)
NET REVENUES		<u>(3,000,000)</u>	

EXPENSES			
PROJECT NAME	CURRENT BUDGET	CHANGE	REVISED BUDGET
TPD Take Home Vehicle FY23	-	3,000,000	3,000,000
NET EXPENDITURES		<u>3,000,000</u>	
NET CHANGE		<u>-</u>	

All prior resolutions designating funds for the Reserve for Future Improvement Fund and any amendments thereto be and the same are hereby repealed to the extent of any conflict with the provisions hereof. The City Council reserves the right to amend, modify and/or repeal this resolution or any provision hereof, depending upon change of circumstances, market fluctuation, unforeseen conditions or the demands upon the City's finances.

FUNDING REQUIRED: Yes No
Fund 203 - General Fund RFFI

By: Carly Grandidge
Chief Financial Officer

on behalf of Carly Grandidge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: HE
Requested: FC 02/28/23
Presentation on: 03/07/23
Suspension of Rules: NO

RESOLUTION

RESOLUTION AMENDING THE BUDGET FOR THE
NASCAR PROJECT FUND (AMENDMENT NO. 8)
(A16-1238)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the NASCAR Project Fund Budget is hereby amended as follows:

EXPENDITURE		
Account	Current Budget	Amended Budget
Trans To General Fund – Debt Service	\$4,350,000	\$1,350,000
Trans To GF-RFFI	\$0	\$3,000,000
Net Expenditure Items		\$0

FUNDING REQUIRED: Yes No

Fund 235 _____

By: 
Chief Financial Officer

On behalf of Cary Grandridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: HE

Requested: FC 03/07/23

Presentation on: 03/07/23

Suspension of Rules: NO

RESOLUTION

**AMENDMENT #1 TO THE RESOLUTION TO ESTABLISH BUDGET
FOR 2020 A WARRANT SERIES
(A21-1265)**

WHEREAS, the City of Tuscaloosa anticipates the issuance of approximately \$60,005,302 of bonds through the 2020 A Warrant Series and wishes to establish a budget for said issuance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that, upon the issuance of the 2020 A Warrant Series, the budget for said series shall be as follows:

PROJECT	AMOUNT
MLK/JWP Improvements	\$38,520,479
Northern Riverwalk	\$5,969,096
River District Park	\$7,975,543
Western Riverwalk	\$7,813,184
Contingency – 2020 A	\$0
TOTAL	\$60,005,302

FUNDING REQUIRED: Yes No

By: Bucky Scheff
Chief Financial Officer

on behalf of Carly Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW

Requested: Admin Comte Date: 02/21/2023

Council Presentation on: 03/7/2023

Suspension of Rules: No

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 3-30
AND 11-21 OF THE CODE OF TUSCALOOSA
(OCA-23-0203)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

SECTION ONE. That Section 3-30 of the Code of Tuscaloosa presently marked as "Reserved" be and is hereby amended to read as follows:

"Sec. 3-30. Occupant Limits.

Occupant limits for restaurant liquor licenses and on-premise beer and wine shall be established with applicable furnishings arranged for dining as shown on the alcohol license application. There shall be no dual occupant limit for restaurants and gastropubs to increase the occupant limit when furnishings are removed or reconfigured. Any increase in the occupant limit due to reconfiguring furnishings must be approved by the city council."

SECTION TWO. That Section 11-21 of the Code of Tuscaloosa is hereby amended to add a subsection (t) reading as follows:

Sec. 11-21.—Amendments to code.

"(t) *Section 1004 Occupant Load* is amended by adding subsection 1004.5.2 to read as follows:

1004.5.2 Occupant limits for restaurants and gastropubs shall be calculated based on the tables and seating configured for a restaurant and as shown on any applicable alcohol license application. There shall be no increase in the occupant limit due to furnishings being removed or reconfigured without approval of the city council."

FUNDING REQUIRED: Yes No

By: _____

Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

ORDINANCE NO. _____

AN ORDINANCE APPOINTING MEMBERS AS
VOTING DELEGATES FOR THE ALABAMA LEAGUE
OF MUNICIPALITIES ANNUAL BUSINESS MEETING

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

THAT Councilor Raevan Howard be, and he is hereby appointed as the voting delegate to represent the City of Tuscaloosa at the Annual Business Meeting for the Alabama League of Municipalities on May 12, 2023.

WHEREAS, Councilor Matthew Wilson is hereby appointed as first alternate voting delegate, and Councilor John Faile is hereby appointed as second alternate voting delegate. The alternate voting delegates will represent the City of Tuscaloosa at the Annual Business Meeting for the Alabama League of Municipalities on May 12, 2023, in the event Councilor Raevan Howard cannot attend.

Requested: City Council
Prepared By: City Clerk
Agenda: March 7, 2023

APPROVED AS TO FORM

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Office of the City Attorney

Prepared By: HE

Requested: FC 02/28/23

Presentation on: 03/07/23

Suspension of Rules: NO

ORDINANCE NO. _____

AMENDING THE FISCAL YEAR 2023 GENERAL FUND BUDGET
(AMENDMENT 9 – FY23 GF BUDGET)
(A22-1037)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Fiscal Year 2023 General Fund Budget of the City of Tuscaloosa be, and the same is hereby, amended as follows:

REVENUE			
Department	Account	Current Budget	Amended Budget
Grant	Grant-St-Internet Crime Children	\$0	\$(10,000)
Police	PY Fund Bal-Mun Crt (TR Tech)	\$(31,161)	\$(76,388)
Net Revenues			\$(55,227)

EXPENDITURE			
Department	Account	Current Budget	Amended Budget
Police	Salaries	\$23,337,893	\$23,347,893
Police	Repairs & Supplies	\$143,161	\$188,388
Net Expenditures			\$55,227

FUNDING REQUIRED: Yes No
FY23 General Fund

By: *Ducky Saxe*
Chief Financial Officer

Oh behalf of Certy Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: HE
Requested: FC 03/07/23
Presentation on: 03/07/23
Suspension of Rules: NO

ORDINANCE NO. _____

AMENDING THE 2023 ELEVATE TUSCALOOSA FUND BUDGET
AMENDMENT 2
(A22-1038)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Elevate Tuscaloosa Fund of the City of Tuscaloosa be, and the same is hereby, amended as follows:

REVENUES		
Category	Current Life Budget	Amended Life Budget
Sales Tax	\$(84,973,962)	\$(85,378,851)
Use Tax	\$(9,897,687)	\$(10,011,588)
Net Revenues		\$(518,790)

EXPENDITURES		
Category	Current Life Budget	Amended Life Budget
Transfer to GF - EFT PS Pay Plan	\$6,984,650	\$7,088,408
Admin – Contingency	\$4,868,204	4,946,022
Elevate – Contingency	\$1,812,896	\$94,653
Western Riverwalk ETF	\$15,000,000	\$15,224,760
Sokol Parking & Watermelon Impv	\$3,640,513	\$5,471,210
Net Expenditures		\$518,790

FUNDING REQUIRED: Yes No
Elevate Tuscaloosa Fund

By: 
Chief Financial Officer

On behalf of Carly Sandridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SBH

Requested: Finance Cmt Date: 3/7/2023

Presentation on: 3/7/2023

Suspension of Rules: No

ORDINANCE NO. _____

**AN ORDINANCE TO AUTHORIZE THE ISSUANCE
OF ONE \$7,775,000 GENERAL OBLIGATION WARRANT
SERIES 2023-CWSRF-DL
(A22-1420)**

BE IT ORDAINED by the City Council of the City of Tuscaloosa, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"ADEM" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"Allowable Costs" shall have the meaning given to such term in the Special Loan Conditions Agreement.

"Authority" means the Alabama Water Pollution Control Authority, a public corporation under the laws of the State of Alabama.

"Authority Loan" means the loan in the initial amount of \$7,775,000 made to the City by the Authority, the repayment of which is evidenced by the Series 2023-CWSRF-DL Warrant.

"Authority Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, N.A., under the Master Authority Trust Indenture.

"Authority Trustee Prime Rate" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may

from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"City" means the City of Tuscaloosa, Alabama, a municipal corporation under the laws of the State of Alabama.

"City Sewer System" means the entire sanitary sewer system owned by the City and all additions thereto and replacements thereof, and all properties, rights easements and franchises appurtenant thereto, whether any of the said properties are now owned by the City or may be hereafter acquired by it.

"Council" means the governing body of the City as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Series 2023-CWSRF-DL Warrant is registered.

"Interest Payment Date" means each February 15 and August 15, commencing February 15, 2023, and continuing until and including the maturity of the Series 2023-CWSRF-DL Warrant.

"Loan Amount" means the sum of \$7,775,000.

"Master Authority Trust Indenture" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"Project" means the improvements to the City Sewer System to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"Project Fund" means the Project Fund created in the Master Authority Trust Indenture wherein proceeds of the Authority Loan will be deposited and held pending disbursement to or on behalf of the City for Allowable Costs respecting the Project.

"Project Funds" means the amount from the Authority Loan deposited into the Project Fund.

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2023-CWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"Redemption Price" means the price at which the Series 2023-CWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"Resolution" or **"Ordinance"** means a resolution or ordinance adopted by the Council.

"Series 2023-CWSRF-DL Warrant" without other qualifying words, means the \$7,775,000 General Obligation Warrant, Series 2023-CWSRF-DL, herein authorized evidencing the obligation of the City to repay the Authority Loan.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement (CWSRF) among the City, the Authority and ADEM, dated as of December 1, 2022.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant Fund" shall have the meaning given to such term in Section 3.3(a) hereof.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

"Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

FINDINGS

Section 2.1 Findings. The Council does hereby find and declare that the following facts are true and correct:

(a) It is necessary, desirable and in the public interest that the City make certain capital improvements to the City Sewer System (the "Project"), the estimated costs of the said improvements being approximately \$7,775,000. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority (the "Authority Loan") to provide funds to pay a portion of the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining said loan.

(b) The award of the loan to the City will be of substantial economic benefit to the City and the public by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Authority Loan.

(c) The current capitalization grant agreement between the Authority and the United States Environmental Protection Agency requires, among other things, that all projects funded in whole or part with Authority funds, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act and with certain requirements pertaining to use of United States-produced iron and steel.

(d) The Council deems it necessary, desirable and in the public interest that the City obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and paying a portion of the costs of obtaining the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the City to repay the Authority Loan, the City deems it necessary, desirable and in the public interest that the Series 2023-CWSRF-DL Warrant hereinafter authorized be issued.

(e) The City is not in default under any Resolution or Ordinance authorizing any outstanding indebtedness of the City, and no such default is imminent.

ARTICLE III

**ACCEPTANCE OF AUTHORITY LOAN AND
ISSUANCE OF SERIES 2023-CWSRF-DL WARRANT**

Section 3.1 (a) Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Ordinance and in the Series 2023-CWSRF-DL Warrant, and subject to the terms and conditions of each, the City, by the delivery of the Series 2023-CWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2023-CWSRF-DL Warrant, made available to the City in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) Authorization and Description of the Series 2023-CWSRF-DL Warrant. Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and for the purpose of evidencing the obligation of the City to repay the Authority Loan, there is hereby authorized to be issued by the City one fully registered General Obligation Warrant, Series 2023-CWSRF-DL, in the aggregate principal amount of \$7,775,000. The Series 2023-CWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated December 1, 2022, and shall mature and become payable on August 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
-------------	--

2024	\$320,000
2025	325,000
2026	335,000
2027	340,000
2028	345,000
2029	355,000
2030	360,000
2031	370,000
2032	375,000
2033	380,000
2034	390,000
2035	400,000
2036	405,000
2037	415,000
2038	420,000
2039	430,000
2040	440,000
2041	450,000
2042	455,000
2043	465,000

The Series 2023-CWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Series 2023-CWSRF-DL Warrant shall bear interest from December 1, 2022 until their respective due dates at the per annum rate of interest of 1.99%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Interest shall be payable semiannually on each February 15 and August 15, commencing February 15, 2022, until and at the final maturity of the Series 2023-CWSRF-DL Warrant. Interest accruing on the Series 2023-CWSRF-DL Warrant from December 1, 2022 through and including November 30, 2023, is included in the principal amount of the Series 2023-CWSRF-DL Warrant as the "Capitalized Interest Amount" (as such term is defined in the Special Loan Conditions Agreement) and shall be remitted to the Holder by the City out of funds from the Authority Loan held by the Holder for such purpose). Payment of the principal of and interest on the Series 2023-CWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the City to the lawful holder of the Series 2023-CWSRF-DL Warrant at the address shown on the registry books of the City pertaining to the Series 2023-CWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2023-CWSRF-DL Warrant, payment of the principal of and the interest on the Series 2023-CWSRF-DL Warrant shall be made by the City in accordance with instructions given by the Authority.

(d) Interest Rate and Loan Amount after Maturity. Each installment of principal of and interest on the Series 2023-CWSRF-DL Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(e) Redemption Provisions. Those of the principal installments of the Series 2023-CWSRF-DL Warrant having stated maturities on August 15, 2033, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2032, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2023-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2023-CWSRF-DL Warrant shall be effected in the following manner:

(1) Call. The City shall by Resolution or Ordinance call for redemption and prepayment of the Series 2023-CWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the City is not in default with respect to payment of the principal of or interest on the Series 2023-CWSRF-DL Warrant.

(2) Notice. The City shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2023-CWSRF-DL Warrant a notice stating the following: (i) that the Series 2023-CWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (ii) that all interest on the Series 2023-CWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2023-CWSRF-DL Warrant may waive the requirements of this subsection.

(3) Payment of Redemption Price. Not later than forty-five (45) days prior to the Redemption Date, the City shall make available at the Authority Trustee the total Redemption Price of the Series 2023-CWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the City with the foregoing requirements on its part contained in this subsection, and if the City is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2023-CWSRF-DL Warrant, the Series 2023-CWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2023-CWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2023-CWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2023-CWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2023-

CWSRF-DL Warrant that is to be prepaid in part to the City in exchange, without expense to the Holder, for a new Series 2023-CWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2023-CWSRF-DL Warrant. All future interest on the Series 2023-CWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Series 2023-CWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 3.2 General Obligation of City. The indebtedness evidenced and ordered paid by the Series 2023-CWSRF-DL Warrant is and shall be a general obligation of the City to which the full faith and credit of the City are hereby irrevocably pledged.

Section 3.3 Warrant Fund. (a) Payments Therein and Use and Continuance Thereof. There is hereby created a special fund to be designated the "City of Tuscaloosa Series 2023-CWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Series 2023-CWSRF-DL Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Series 2023-CWSRF-DL Warrant has been paid in full. On or before February 15, 2023, and on or before each August 15 and February 15 thereafter until the principal of and interest on the Series 2023-CWSRF-DL Warrant shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Series 2023-CWSRF-DL Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Series 2023-CWSRF-DL Warrant on such August 15 (interest on the Series 2023-CWSRF-DL Warrant from December 1, 2022, until and including November 30, 2023, having been capitalized).

(b) Use of Moneys in Warrant Fund. All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Series 2023-CWSRF-DL Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Series 2023-CWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2023-CWSRF-DL Warrant, then any such excess shall thereupon be returned to the City.

(c) Trust Nature of and Security for the Warrant Fund. The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Series 2023-CWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2023-CWSRF-DL Warrant Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 3.4 Form of Series 2023-CWSRF-DL Warrant. The Series 2023-CWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2023-CWSRF-DL Warrant)

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF TUSCALOOSA

**GENERAL OBLIGATION WARRANT
SERIES 2023-CWSRF-DL**

Subject to prior payment and other provisions as herein provided

The City Treasurer (also referred to within the City as its Chief Financial Officer) of the **CITY OF TUSCALOOSA, ALABAMA**, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, or registered assigns, the aggregate principal sum of

SEVEN MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND DOLLARS

in principal installments on August 15 in the following respective years and principal amounts:

Year	Principal Amount Maturing
2024	\$320,000
2025	325,000
2026	335,000
2027	340,000
2028	345,000
2029	355,000
2030	360,000
2031	370,000
2032	375,000
2033	380,000
2034	390,000
2035	400,000
2036	405,000
2037	415,000
2038	420,000
2039	430,000
2040	440,000
2041	450,000
2042	455,000
2043	465,000

with interest on the then unpaid principal balance hereof from December 1, 2022 at the per annum rate of interest of 1.99%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Interest hereon shall be payable semiannually on each February 15 and August 15, commencing February 15, 2023, until and at the final maturity of this Series 2023-CWSRF-DL Warrant. Interest accruing on this Series 2023-CWSRF-DL Warrant from December 1, 2022 through and including November 30, 2023, is included in the principal amount of this Series 2023-CWSRF-DL Warrant as the "Capitalized Interest Amount" (as such term is defined in the Special Loan Conditions Agreement).

Interest on this Series 2023-CWSRF-DL Warrant is payable (from funds remitted by the City to the Authority Trustee) by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee") to the then registered holder hereof at the address shown on the registry books of the City pertaining to the Series 2023-CWSRF-DL Warrant; provided, that so long as the Alabama Water Pollution Control Authority (the "Authority") is the registered holder of this Series 2023-CWSRF-DL Warrant the payments of principal of and interest on this Series 2023-CWSRF-DL Warrant shall be made (from funds remitted by the City) by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on this Series 2023-CWSRF-DL Warrant shall be deemed timely made if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Ordinance described below provides that all payments by the City or the Authority Trustee to the person in whose name this Series 2023-CWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2023-CWSRF-DL Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2023-CWSRF-DL Warrant evidences a duly authorized warrant designated \$7,775,000 General Obligation Warrant, Series 2023-CWSRF-DL, dated December 1, 2022 (herein called the "Series 2023-CWSRF-DL Warrant"). This Series 2023-CWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") duly adopted by the governing body of the City on March 7, 2023.

Those of the principal installments hereof having stated maturities on August 15, 2033, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2032, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2023-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to

the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2023-CWSRF-DL Warrant to the City in exchange for a new Series 2023-CWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2023-CWSRF-DL Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2023-CWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2023-CWSRF-DL Warrant is and shall be a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2023-CWSRF-DL Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2023-CWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2023-CWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2023-CWSRF-DL Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2023-CWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the City and only upon surrender of this Series 2023-CWSRF-DL Warrant to the City for cancellation, and upon any such transfer a new Series 2023-CWSRF-DL Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Series 2023-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, this Series 2023-CWSRF-DL Warrant may be transferred only in accordance with the provisions of the Ordinance.

The City shall not be required to transfer or exchange this Series 2023-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2023-CWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the City shall not be required to register or transfer this Series 2023-CWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

IN WITNESS WHEREOF, the City has caused this Series 2023-CWSRF-DL Warrant to be executed in its name and behalf by the Mayor of the City, has caused its corporate seal to be hereunto affixed, has caused this Series 2023-CWSRF-DL Warrant to be attested by the signature of the City Clerk, and has caused this Series 2023-CWSRF-DL Warrant to be dated December 1, 2022.

CITY OF TUSCALOOSA, ALABAMA

By: _____
Mayor

[S E A L]

ATTEST:

By: _____
City Clerk

(Form of Registration Certificate)

I hereby certify that this Warrant has been duly registered by me as a claim against the
CITY OF TUSCALOOSA, ALABAMA.

**City Treasurer
City of Tuscaloosa**

(Form of Assignment)

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the City.

DATED this ___ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

ARTICLE IV

EXECUTION, REGISTRATION AND TRANSFER OF SERIES 2023-CWSRF-DL WARRANT

Section 4.1 Execution of Series 2023-CWSRF-DL Warrant. The Series 2023-CWSRF-DL Warrant shall be executed by the Mayor, and the seal of the City shall be affixed thereto and attested by the City Clerk. The Series 2023-CWSRF-DL Warrant shall be registered as a claim against the City by the City Treasurer (also referred to within the City as its Chief Financial Officer). Signatures on the Series 2023-CWSRF-DL Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2023-CWSRF-DL Warrant.

Section 4.2 Registration and Transfer. (a) Registration Certificate on Series 2023-CWSRF-DL Warrant. A registration certificate, in substantially the form appearing in the form of the Series 2023-CWSRF-DL Warrant set forth in Article III hereof, duly executed by the manual signature of the City, shall be endorsed on the Series 2023-CWSRF-DL Warrant.

(b) Registration and Transfer of Series 2023-CWSRF-DL Warrant. The Series 2023-CWSRF-DL Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the City.

No transfer of the Series 2023-CWSRF-DL Warrant shall be valid hereunder except upon presentation and surrender of such Series 2023-CWSRF-DL Warrant at the office of the City with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the City, whereupon the City shall execute, and the City shall register and deliver to the transferee, a new Series 2023-CWSRF-DL Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2023-CWSRF-DL Warrant is registered on the books of the City shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Series 2023-CWSRF-DL Warrant, by receiving or accepting such Series 2023-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, the Series 2023-CWSRF-DL Warrant may be transferred only in accordance with the provisions of this Ordinance.

The City shall not be required to register or transfer any Series 2023-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Series 2023-CWSRF-DL Warrant is duly called for redemption (in whole or in part), the City shall not be required to register or transfer such Series 2023-CWSRF-DL Warrant during the period of forty-five (45) days next preceding any Redemption Date.

ARTICLE V

**EVENTS OF DEFAULT AND
REMEDIES OF WARRANTHOLDER**

Section 5.1 Events of Default Defined. Any of the following shall constitute default hereunder by the City:

(a) Failure by the City to pay any installment of the principal of or the interest on the Series 2023-CWSRF-DL Warrant when any such principal or interest shall respectively become due and payable, whether by maturity or otherwise;

(b) A default by the City under the Special Loan Conditions Agreement;
or

(c) A determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the assets of the City, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

Section 5.2 Remedies on Default. Upon any default by the City in any one of the ways defined in Section 5.1 hereof, the Holder of the Series 2023-CWSRF-DL Warrant is empowered and shall have the right to do any or all of the following: (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the City herein contained, (iii) by action or suit in equity, to require the City to account as if it were the trustee of an express trust for the Holder of the Series 2023-CWSRF-DL Warrant, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Holder of the Series 2023-CWSRF-DL Warrant.

Section 5.3 Delay No Waiver. No delay or omission by the Holder of the Series 2023-CWSRF-DL Warrant to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Holder of the Series 2023-CWSRF-DL Warrant may be exercised from time to time and as often as deemed expedient.

ARTICLE VI

AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF THE PROJECT AND SALE OF SERIES 2023-CWSRF-DL WARRANT

Section 6.1 Construction and Acquisition of the Project; Reduction of Loan Amount. The City will commence and complete construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the City only excepted.

Section 6.2 Application of Authority Loan Proceeds. The entire proceeds derived from the Authority Loan shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

Section 6.3 Sale of Series 2023-CWSRF-DL Warrant. In consideration of the funding of the Authority Loan, the Series 2023-CWSRF-DL Warrant is hereby issued and sold to Alabama Water Pollution Control Authority at a purchase price equal to its initial par amount (\$7,775,000). Upon the funding of the Authority Loan, the City Clerk is hereby directed to deliver the Series 2023-CWSRF-DL Warrant to the Authority. The issuance of the Series 2023-CWSRF-DL Warrant to the Authority shall evidence the obligation of the City to repay the Authority Loan.

Section 6.4 Authorization of Special Loan Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the City, the Special Loan Conditions Agreement, in substantially the form marked Exhibit A to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the City to the said Special Loan Conditions Agreement and to attest the same.

Section 6.5 Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates necessary or desirable to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the City to any such documents or certificates.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Series 2023-CWSRF-DL Warrant.

Section 7.2 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

Section 7.3 Persons Deemed Owners of Series 2023-CWSRF-DL Warrant. The City and the Authority Trustee may deem and treat the person in whose name the Series 2023-CWSRF-DL Warrant is registered as the absolute owner thereof for all purposes and all payments by any of them to the person in whose name the Series 2023-CWSRF-DL Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 7.4 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2023-CWSRF-DL Warrant. In the event the Series 2023-CWSRF-DL Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Series 2023-CWSRF-DL Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2023-CWSRF-DL Warrant, such Series 2023-CWSRF-DL Warrant is first surrendered to the City and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Series 2023-CWSRF-DL Warrant, there is first furnished to the City and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Series 2023-CWSRF-DL Warrant.

Section 7.5 Provisions for Payment at Par. Each Authority Trustee at which the Series 2023-CWSRF-DL Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holder of the Series 2023-CWSRF-DL Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Series 2023-CWSRF-DL Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

ADOPTED this 7th day of March, 2023.

/s/ Walter Maddox

Mayor

ATTEST:

/s/ Brandy Johnson

City Clerk

Exhibit A
Form of Special Loan Conditions Agreement
Series 2023-CWSRF-DL

FUNDING REQUIRED: Yes No

By: *Debra Farrell*
Chief Financial Officer

on behalf of Carly Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SBH
Requested: Finance Cmt Date: 3/7/2023
Presentation on: 3/7/2023
Suspension of Rules: No

ORDINANCE NO. _____

**AN ORDINANCE TO AUTHORIZE THE ISSUANCE
OF ONE \$12,255,000 GENERAL OBLIGATION WARRANT
SERIES 2023-DWSRF-DL
(A22-1420)**

BE IT ORDAINED by the City Council of the City of Tuscaloosa, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"ADEM" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"Allowable Costs" shall have the meaning given to such term in the Special Loan Conditions Agreement.

"Authority" means the Alabama Drinking Water Finance Authority, a public corporation under the laws of the State of Alabama.

"Authority Loan" means the loan in the initial amount of \$12,255,000 made to the City by the Authority, the repayment of which is evidenced by the Series 2023-DWSRF-DL Warrant.

"Authority Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, N.A., under the Master Authority Trust Indenture.

"Authority Trustee Prime Rate" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may

from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"City" means the City of Tuscaloosa, Alabama, a municipal corporation under the laws of the State of Alabama.

"City Water System" means the entire water works plant and distribution system owned by the City and all additions thereto and replacements thereof, and all properties, rights easements and franchises appurtenant thereto, whether any of the said properties are now owned by the City or may be hereafter acquired by it.

"Council" means the governing body of the City as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Series 2023-DWSRF-DL Warrant is registered.

"Interest Payment Date" means each February 15 and August 15, commencing February 15, 2023, and continuing until and including the maturity of the Series 2023-DWSRF-DL Warrant.

"Loan Amount" means the sum of \$12,255,000.

"Master Authority Trust Indenture" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"Project" means the improvements to the City Water System to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"Project Fund" means the Project Fund created in the Master Authority Trust Indenture wherein proceeds of the Authority Loan will be deposited and held pending disbursement to or on behalf of the City for Allowable Costs respecting the Project.

"Project Funds" means the amount from the Authority Loan deposited into the Project Fund.

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2023-DWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"Redemption Price" means the price at which the Series 2023-DWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"Resolution" or "Ordinance" means a resolution or ordinance adopted by the Council.

"Series 2023-DWSRF-DL Warrant" without other qualifying words, means the \$12,255,000 General Obligation Warrant, Series 2023-DWSRF-DL, herein authorized evidencing the obligation of the City to repay the Authority Loan.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement (DWSRF) among the City, the Authority and ADEM, dated as of December 1, 2022.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant Fund" shall have the meaning given to such term in Section 3.3(a) hereof.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

"Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

FINDINGS

Section 2.1 Findings. The Council does hereby find and declare that the following facts are true and correct:

(a) It is necessary, desirable and in the public interest that the City make certain capital improvements to the City Water System (the "Project"), the estimated costs of the said improvements being approximately \$12,255,000. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority (the "Authority Loan") to provide funds to pay a portion of the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining said loan.

(b) The award of the loan to the City will be of substantial economic benefit to the City and the public by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Authority Loan.

(c) The current capitalization grant agreement between the Authority and the United States Environmental Protection Agency requires, among other things, that all projects funded in whole or part with Authority funds, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act and with certain requirements pertaining to use of United States-produced iron and steel.

(d) The Council deems it necessary, desirable and in the public interest that the City obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and paying a portion of the costs of obtaining the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the City to repay the Authority Loan, the City deems it necessary, desirable and in the public interest that the Series 2023-DWSRF-DL Warrant hereinafter authorized be issued.

(e) The City is not in default under any Resolution or Ordinance authorizing any outstanding indebtedness of the City, and no such default is imminent.

ARTICLE III

ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF SERIES 2023-DWSRF-DL WARRANT

Section 3.1 (a) Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Ordinance and in the Series 2023-DWSRF-DL Warrant, and subject to the terms and conditions of each, the City, by the delivery of the Series 2023-DWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2023-DWSRF-DL Warrant, made available to the City in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) Authorization and Description of the Series 2023-DWSRF-DL Warrant. Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and for the purpose of evidencing the obligation of the City to repay the Authority Loan, there is hereby authorized to be issued by the City one fully registered General Obligation Warrant, Series 2023-DWSRF-DL, in the aggregate principal amount of \$12,255,000. The Series 2023-DWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated December 1, 2022, and shall mature and become payable on August 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
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2024	\$505,000
2025	515,000
2026	525,000
2027	535,000
2028	545,000
2029	555,000
2030	570,000
2031	580,000
2032	590,000
2033	605,000
2034	615,000
2035	625,000
2036	640,000
2037	655,000
2038	665,000
2039	680,000
2040	690,000
2041	705,000
2042	720,000
2043	735,000

The Series 2023-DWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) Interest Rate and Method of Payment of Principal and Interest. The principal installments of the Series 2023-DWSRF-DL Warrant shall bear interest from December 1, 2022 until their respective due dates at the per annum rate of interest of 1.99%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Interest shall be payable semiannually on each February 15 and August 15, commencing February 15, 2023, until and at the final maturity of the Series 2023-DWSRF-DL Warrant. Interest accruing on the Series 2023-DWSRF-DL Warrant from December 1, 2022 through and including November 30, 2023, is included in the principal amount of the Series 2023-DWSRF-DL Warrant as the "Capitalized Interest Amount" (as such term is defined in the Special Loan Conditions Agreement) and shall be remitted to the Holder by the City out of funds from the Authority Loan held by the Holder for such purpose). Payment of the principal of and interest on the Series 2023-DWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the City to the lawful holder of the Series 2023-DWSRF-DL Warrant at the address shown on the registry books of the City pertaining to the Series 2023-DWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2023-DWSRF-DL Warrant, payment of the principal of and the interest on the Series 2023-DWSRF-DL Warrant shall be made by the City in accordance with instructions given by the Authority.

(d) Interest Rate and Loan Amount after Maturity. Each installment of principal of and interest on the Series 2023-DWSRF-DL Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(e) Redemption Provisions. Those of the principal installments of the Series 2023-DWSRF-DL Warrant having stated maturities on August 15, 2033, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2032, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2023-DWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2023-DWSRF-DL Warrant shall be effected in the following manner:

(1) Call. The City shall by Resolution or Ordinance call for redemption and prepayment of the Series 2023-DWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the City is not in default with respect to payment of the principal of or interest on the Series 2023-DWSRF-DL Warrant.

(2) Notice. The City shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2023-DWSRF-DL Warrant a notice stating the following: (I) that the Series 2023-DWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on the Series 2023-DWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2023-DWSRF-DL Warrant may waive the requirements of this subsection.

(3) Payment of Redemption Price. Not later than forty-five (45) days prior to the Redemption Date, the City shall make available at the Authority Trustee the total Redemption Price of the Series 2023-DWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the City with the foregoing requirements on its part contained in this subsection, and if the City is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2023-DWSRF-DL Warrant, the Series 2023-DWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2023-DWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2023-DWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2023-DWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series

2023-DWSRF-DL Warrant that is to be prepaid in part to the City in exchange, without expense to the Holder, for a new Series 2023-DWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2023-DWSRF-DL Warrant. All future interest on the Series 2023-DWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Series 2023-DWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 3.2 General Obligation of City. The indebtedness evidenced and ordered paid by the Series 2023-DWSRF-DL Warrant is and shall be a general obligation of the City to which the full faith and credit of the City are hereby irrevocably pledged.

Section 3.3 Warrant Fund. (a) Payments Therein and Use and Continuance Thereof. There is hereby created a special fund to be designated the "City of Tuscaloosa Series 2023-DWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Series 2023-DWSRF-DL Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Series 2023-DWSRF-DL Warrant has been paid in full. On or before February 15, 2023, and on or before each August 15 and February 15 thereafter until the principal of and interest on the Series 2023-DWSRF-DL Warrant shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Series 2023-DWSRF-DL Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Series 2023-DWSRF-DL Warrant on such August 15 (interest on the Series 2023-DWSRF-DL Warrant from December 1, 2022, until and including November 30, 2023, having been capitalized).

(b) **Use of Moneys in Warrant Fund.** All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Series 2023-DWSRF-DL Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Series 2023-DWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2023-DWSRF-DL Warrant, then any such excess shall thereupon be returned to the City.

(c) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Series 2023-DWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System,

having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2023-DWSRF-DL Warrant Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 3.4 Form of Series 2023-DWSRF-DL Warrant. The Series 2023-DWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2023-DWSRF-DL Warrant)

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF TUSCALOOSA

**GENERAL OBLIGATION WARRANT
SERIES 2023-DWSRF-DL**

Subject to prior payment and other provisions as herein provided

The City Treasurer (also referred to within the City as its Chief Financial Officer) of the **CITY OF TUSCALOOSA, ALABAMA**, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **ALABAMA DRINKING WATER FINANCE AUTHORITY**, or registered assigns, the aggregate principal sum of

TWELVE MILLION TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS

in principal installments on August 15 in the following respective years and principal amounts:

Year	Principal Amount Maturing
2024	\$505,000
2025	515,000
2026	525,000
2027	535,000
2028	545,000
2029	555,000
2030	570,000
2031	580,000
2032	590,000
2033	605,000
2034	615,000
2035	625,000
2036	640,000
2037	655,000
2038	665,000
2039	680,000
2040	690,000
2041	705,000
2042	720,000
2043	735,000

with interest on the then unpaid principal balance hereof from December 1, 2022 at the per annum rate of interest of 1.99%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Interest hereon shall be payable semiannually on each February 15 and August 15, commencing February 15, 2022, until and at the final maturity of this Series 2023-DWSRF-DL Warrant. Interest accruing on this Series 2023-DWSRF-DL Warrant from December 1, 2022 through and including November 30, 2023, is included in the principal amount of this Series 2023-DWSRF-DL Warrant as the "Capitalized Interest Amount" (as such term is defined in the Special Loan Conditions Agreement).

Interest on this Series 2023-DWSRF-DL Warrant is payable (from funds remitted by the City to the Authority Trustee) by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee") to the then registered holder hereof at the address shown on the registry books of the City pertaining to the Series 2023-DWSRF-DL Warrant; provided, that so long as the Alabama Drinking Water Finance Authority (the "Authority") is the registered holder of this Series 2023-DWSRF-DL Warrant the payments of principal of and interest on this Series 2023-DWSRF-DL Warrant shall be made (from funds remitted by the City) by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on this Series 2023-DWSRF-DL Warrant shall be deemed timely made if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Ordinance described below provides that all payments by the City or the Authority Trustee to the person in whose name this Series 2023-DWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2023-DWSRF-DL Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2023-DWSRF-DL Warrant evidences a duly authorized warrant designated \$12,255,000 General Obligation Warrant, Series 2023-DWSRF-DL, dated December 1, 2022 (herein called the "Series 2023-DWSRF-DL Warrant"). This Series 2023-DWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") duly adopted by the governing body of the City on March 7, 2023.

Those of the principal installments hereof having stated maturities on August 15, 2033, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2032, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2023-DWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2023-DWSRF-DL Warrant to the City in exchange for a new Series 2023-DWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2023-DWSRF-DL Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2023-DWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2023-DWSRF-DL Warrant is and shall be a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2023-DWSRF-DL Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2023-DWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2023-DWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2023-DWSRF-DL Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2023-DWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the City and only upon surrender of this Series 2023-DWSRF-DL Warrant to the City for cancellation, and upon any such transfer a new Series 2023-DWSRF-DL Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Series 2023-DWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, this Series 2023-DWSRF-DL Warrant may be transferred only in accordance with the provisions of the Ordinance.

The City shall not be required to transfer or exchange this Series 2023-DWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2023-DWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the City shall not be required to register or transfer this Series 2023-DWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

IN WITNESS WHEREOF, the City has caused this Series 2023-DWSRF-DL Warrant to be executed in its name and behalf by the Mayor of the City, has caused its corporate seal to be hereunto affixed, has caused this Series 2023-DWSRF-DL Warrant to be attested by the signature of the City Clerk, and has caused this Series 2023-DWSRF-DL Warrant to be dated December 1, 2022.

CITY OF TUSCALOOSA, ALABAMA

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

(Form of Registration Certificate)

I hereby certify that this Warrant has been duly registered by me as a claim against the
CITY OF TUSCALOOSA, ALABAMA.

**City Treasurer
City of Tuscaloosa**

(Form of Assignment)

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the City.

DATED this ___ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

ARTICLE IV

EXECUTION, REGISTRATION AND TRANSFER OF SERIES 2023-DWSRF-DL WARRANT

Section 4.1 Execution of Series 2023-DWSRF-DL Warrant. The Series 2023-DWSRF-DL Warrant shall be executed by the Mayor, and the seal of the City shall be affixed thereto and attested by the City Clerk. The Series 2023-DWSRF-DL Warrant shall be registered as a claim against the City by the City Treasurer (also referred to within the City as its Chief Financial Officer). Signatures on the Series 2023-DWSRF-DL Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2023-DWSRF-DL Warrant.

Section 4.2 Registration and Transfer. (a) Registration Certificate on Series 2023-DWSRF-DL Warrant. A registration certificate, in substantially the form appearing in the form of the Series 2023-DWSRF-DL Warrant set forth in Article III hereof, duly executed by the manual signature of the City, shall be endorsed on the Series 2023-DWSRF-DL Warrant.

(b) Registration and Transfer of Series 2023-DWSRF-DL Warrant. The Series 2023-DWSRF-DL Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the City.

No transfer of the Series 2023-DWSRF-DL Warrant shall be valid hereunder except upon presentation and surrender of such Series 2023-DWSRF-DL Warrant at the office of the City with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the City, whereupon the City shall execute, and the City shall register and deliver to the transferee, a new Series 2023-DWSRF-DL Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2023-DWSRF-DL Warrant is registered on the books of the City shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Series 2023-DWSRF-DL Warrant, by receiving or accepting such Series 2023-DWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, the Series 2023-DWSRF-DL Warrant may be transferred only in accordance with the provisions of this Ordinance.

The City shall not be required to register or transfer any Series 2023-DWSRF-DL Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Series 2023-DWSRF-DL Warrant is duly called for redemption (in whole or in part), the City shall not be required to register or transfer such Series 2023-DWSRF-DL Warrant during the period of forty-five (45) days next preceding any Redemption Date.

ARTICLE V

**EVENTS OF DEFAULT AND
REMEDIES OF WARRANTHOLDER**

Section 5.1 Events of Default Defined. Any of the following shall constitute default hereunder by the City:

(a) Failure by the City to pay any installment of the principal of or the interest on the Series 2023-DWSRF-DL Warrant when any such principal or interest shall respectively become due and payable, whether by maturity or otherwise;

(b) A default by the City under the Special Loan Conditions Agreement;
or

(c) A determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the assets of the City, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

Section 5.2 Remedies on Default. Upon any default by the City in any one of the ways defined in Section 5.1 hereof, the Holder of the Series 2023-DWSRF-DL Warrant is empowered and shall have the right to do any or all of the following: (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the City herein contained, (iii) by action or suit in equity, to require the City to account as if it were the trustee of an express trust for the Holder of the Series 2023-DWSRF-DL Warrant, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Holder of the Series 2023-DWSRF-DL Warrant.

Section 5.3 Delay No Waiver. No delay or omission by the Holder of the Series 2023-DWSRF-DL Warrant to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Holder of the Series 2023-DWSRF-DL Warrant may be exercised from time to time and as often as deemed expedient.

ARTICLE VI

AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF THE PROJECT AND SALE OF SERIES 2023-DWSRF-DL WARRANT

Section 6.1 Construction and Acquisition of the Project; Reduction of Loan Amount. The City will commence and complete construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the City only excepted.

Section 6.2 Application of Authority Loan Proceeds. The entire proceeds derived from the Authority Loan shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

Section 6.3 Sale of Series 2023-DWSRF-DL Warrant. In consideration of the funding of the Authority Loan, the Series 2023-DWSRF-DL Warrant is hereby issued and sold to Alabama Drinking Water Finance Authority at a purchase price equal to its initial par amount (\$12,255,000). Upon the funding of the Authority Loan, the City Clerk is hereby directed to deliver the Series 2023-DWSRF-DL Warrant to the Authority. The issuance of the Series 2023-DWSRF-DL Warrant to the Authority shall evidence the obligation of the City to repay the Authority Loan.

Section 6.4 Authorization of Special Loan Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the City, the Special Loan Conditions Agreement, in substantially the form marked Exhibit A to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the City to the said Special Loan Conditions Agreement and to attest the same.

Section 6.5 Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates necessary or desirable to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the City to any such documents or certificates.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Series 2023-DWSRF-DL Warrant.

Section 7.2 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

Section 7.3 Persons Deemed Owners of Series 2023-DWSRF-DL Warrant. The City and the Authority Trustee may deem and treat the person in whose name the Series 2023-DWSRF-DL Warrant is registered as the absolute owner thereof for all purposes and all payments by any of them to the person in whose name the Series 2023-DWSRF-DL Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 7.4 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2023-DWSRF-DL Warrant. In the event the Series 2023-DWSRF-DL Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Series 2023-DWSRF-DL Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2023-DWSRF-DL Warrant, such Series 2023-DWSRF-DL Warrant is first surrendered to the City and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Series 2023-DWSRF-DL Warrant, there is first furnished to the City and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Series 2023-DWSRF-DL Warrant.

Section 7.5 Provisions for Payment at Par. Each Authority Trustee at which the Series 2023-DWSRF-DL Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holder of the Series 2023-DWSRF-DL Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Series 2023-DWSRF-DL Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

ADOPTED this 7th day of March, 2023.

/s/ Walter Maddox

Mayor

ATTEST:

/s/ Brandy Johnson

City Clerk

Exhibit A
Form of Special Loan Conditions Agreement
Series 2023-DWSRF-DL

FUNDING REQUIRED: Yes No

By: *Carly Smith*
Chief Financial Officer

on behalf of Carly Standridge

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT OF BILLS

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

That the Chief Financial Officer be, and he is hereby, authorized to draw vouchers on municipal funds in the amounts shown, payable to the identified individuals/organizations for the purposes stated, and the Mayor and City Clerk are authorized to sign said vouchers:

Phillip Blackwell	\$742.73
<i>Water refund for overpayment/misread (account #057985)</i>	

TRAVEL AND TRAINING

LaParry Howell (CNS)	\$35.85
<i>Transportation and travel expenses; Washington D.C. – NCDA Winter Legislative Conference</i>	

Bryan Gurney (OCE)	\$60.00
<i>Meal expense; Tuscaloosa, AL – ASCE meeting</i>	

TOTAL: \$838.58
Prepared: Assistant City Clerk
Requested: Accounting & Finance
Agenda: 3-7-2023

Copies of bill documentation are on file in the Office of the
City Clerk and are available for review upon request.