TUSCALOOSA CITY COUNCIL MEETING AGENDA

Tuesday, August 19, 2025

1. CALL TO ORDER: 5:00 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

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

Ordering demolition of the structure at 3209 7th Street **(tabled on 2-20-24, 5-21-24, 8-20-24, 11-19-24, 2-18-25, and 5-20-25). PP5-6**

Council Committee Reports

Clerk's Report of Mayor's Veto

6. CONSENT AGENDA: (items "a through i") 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 request for street lighting system modifications. **P7**
b. Declaring property surplus and authorizing its disposal. **P8**
c. Authorizing change order no. 1 for the re-key of city hall main building project; Building Specialties Co., Inc.; total: $16,380.00 and an additional 15 calendar days (OCA-24-1769). **PP9-10**

d. Authorizing change order no. 1 for the service line replacements project; John Wayne Plumbing and Drain Service Company, Inc.; total: $4,540.00 and an additional 60 calendar days (OCA-25-0038). **PP11-12**
e. Authorizing change order no. 1 for the 2025 City wide resurfacing project; ST Bunn Construction Company, Inc.; total: an additional 30 calendar days (OCA-24-1122). **PP13-14**
f. Authorizing change order no. 1 for the Cypress Creek storm drain repair project; Price Civil Services, Inc.; total deductive amount: $78,518.83 (OCA-25-0601). **PP15-16**
g. Authorizing change order no. 1 for the Saban Center mass demolition package; Britt Demolition and Recycling, Inc. ; total deductive amount: $70,000.00 (OCA-24-0812). **PP17-18**
h. Authorizing payment of claim to Monareka Bennett in settlement of a claim (OCA-25-1000). **P19**
i. Authorizing payment of claim to LaToya Dancy in settlement of a claim (OCA-25-0905). **P20**

7. PUBLIC HEARINGS

Ordering demolition of the structure 2646 25th Street. **P21**

Ordering demolition of the structure at 2531 26th Street. **P22**

Authorizing amendment no. 16 amending Sections 25-61, 25-65, 25-71 and 25-79 through 25-81 of the zoning ordinances pertaining to townhouses (OCA-25-0943) **(introduced on 7-22-25). PP23-33**

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

Approving the ABC application of Levy Premium Foodservice Limited Partnership for **special events retail licenses (less than 7 days)** for various events. (25-043; various locations). **P34**

Approving the ABC application of Downtown Entertainment LLC for **special events retail licenses (less than 7 days)** for various events. (25-044; various locations). **P35**

Approving the ABC application of Downtown Entertainment LLC for **special events retail licenses (less than 7 days)** for various events. (25-044(A); various locations). **P36**

Approving the ABC application of Party Down LLC for **special events retail licenses (less than 7 days)** for various events. (25-045; various locations). **P37**

Authorizing the Mayor to execute a real estate sales contract with Graham N. Limbaugh and Emily Paige Limbaugh regarding purchasing 641 Stone River Road for neighborhood drainage mitigation purposes; total not to exceed: $425,000.00 (OCA-25-1027). **P38**

Authorizing the selection of and contract with Warren Averett for professional audit services for the internal audit of P.L. 113-2 fund; total not to exceed: $25,000.00 (OCA-25-1067). **P39**

Obtaining stop loss health insurance coverage from Highmark for fiscal year 2026 (OCA-25-1025). **P40**

Authorizing amendment no. 2 to the professional services agreement with Davis Architects for the Saban Center (SBN-22-0004/OCA-25-1041). **P41**

Authorizing a contract for the professional construction observation and related professional services with Duncan Coker Associate, P.C. for the Saban Center Project; total not exceed: $66,186.00 (OCA-25-1043). **P42**

Authorizing a minor public works contract with Amason and Associates, Inc.; total: $48,900.00 (OCA-25-1039). **P43**

Authorizing a minor public works contract with PCI Technologies; total: $12,719.00 (OCA-25-1062). **P44**

Authorizing a minor public works contract with Browning Masonry Co., Inc.; total: $3,000.00 (OCA-25-1054). **P45**

Authorizing a minor public works contract with Building Specialties Co., Inc.; total: $12,524.50 (OCA-25-1051). **P46**

Authorizing a minor public works contract with Druid Glass Construction, Inc.; total: $1,505.00 (OCA-25-1038). **P47**

Authorizing a contract for professional services with 1220 Exhibits, Inc. for the Saban Center Project; total: $19,683,408.00 (OCA-25-1048). **P48**

Authorizing a professional services contract with Turner-Townsend Heery for the Saban Center Project.; total not to exceed: $50,000.00 (OCA-25-0772). **P49**

Authorizing a memorandum of understanding with TCC acquisition partners, LLC (OCA-25-1054). **P50**

Authorizing an extension of the City's helicopter insurance coverage with Westchester Fire Insurance Company (OCA-25-1044). **P51**

Authorizing a contract with Electric Motor Sales and Service, Inc. and declaring a bid law exemption pursuant to ALA Code §41-16-51(b)(7). **P52**

Authorizing the Mayor to execute a renewal of the license agreement from the Department of the Army for the Riverwalk/River Market site; total: $1,500.00 (OCA-25-1053). **P53**

Authorizing acquisition by condemnation proceedings for the Patton Lake Park Project (OCA-25-1117). **PP54-55**

Authorizing amendment no. 7 to the water and sewer reserve for future improvements fund budget (OCA-24-0951). **PP56-57**

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

Authorizing amendment no. 15 to the fiscal year 2025 general fund budget (OCA-24-0951). **(may be adopted by unanimous consent following introduction). P58**

Adding section 10-13 to the Code of Tuscaloosa (OCA-25-1036) **(may be adopted by unanimous consent following introduction). P59**

Authorizing the issuance, and making provision for the payment, of $73,965,000 general obligation warrants, Series 2025-B (OCA-25-0703) **(may be finally adopted following introduction and unanimous consent). PP60-98**

FOR ADOPTION

10. AUDITING ACCOUNTS

Authorizing the payment of bills; total: $227,430.74 **P99**

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

8/15/2025
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.

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF
THE STRUCTURE AT 3209 7th Street

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 3209 7th Street is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 20th day of February 2024, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

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

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 3209 7th Street unsafe to the extent that it is a public nuisance; and,

2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.

Tabled for 90 days on 5/20/25 (8/19/25) (Ty/H-Y)

City Clerk

Tabled for 90 days on 2/18/25 (5-20-25) (W/B-Y) (C-Absent)

City Clerk

Prepared: City Clerk
Requested: Urban Development-Building Inspections
Agenda: 2-20-2024

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF
THE STRUCTURE AT 3209 7th Street

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 3209 7th Street is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 20th day of February 2024, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

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

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 3209 7th Street unsafe to the extent that it is a public nuisance; and,

2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.

Tabled for 90 days on 11/19/24 (W/Ty-Y) (B-N)
City Clerk

Tabled for 90 days on 8/20/24 (11/19) (W/B-Y)
City Clerk

Tabled for 90 days on 5/21/24 (W/Ty) (8/20/24)
Acting City Clerk

Tabled for 90 days on 2/20/24 (W/B-Y) (Ty-Absent) (5/21/24)
City Clerk

Prepared: City Clerk
Requested: Urban Development-Building Inspections
Agenda: 2-20-2024

RESOLUTION

RESOLUTION AUTHORIZING REQUEST FOR STREET LIGHTING SYSTEM MODIFICATIONS

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

That the City Clerk be, and is hereby, authorized to request Alabama Power Company to make the following modification to the street lighting system within the corporate limits of the City:

LED Streetlight and associated equipment
5,200 – 7,200 INITIAL LUMENS INSTALL
One (1) at 17 Overhill Road
One (1) at 2937 40th Avenue
(no upfront cost)

LED Streetlight and associated equipment
5,200 – 7,200 INITIAL LUMENS INSTALL
One (1) at 4700 30th Avenue E
($3,532.55 upfront cost)

FUNDING REQUIRED: ☒Yes ☐No
23307003-14043
20309030-14043

By: Savannah Hornsby
Chief Financial Officer

Prepared: City Clerk
Requested: Office of the City Engineer
Agenda: 8-19-2025

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.
(2) Welding Shop Trailers	N/A
Pneumatic Tire Inflator with Gauge	N/A

Requested: Accounting & Finance
Prepared: Accounting & Finance
Agenda: 08/19/2025

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: SEM/scw
Requested By: Projects Date: 08/12/2025
Council Presentation on: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR
RE-KEY OF CITY HALL MAIN BUILDING PROJECT
(OCA-24-1769)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to Building Specialties Co., Inc. and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

The initial proposal accounted for all lock cores and certain hardware, it did not sufficiently account for all door types present and necessary retro fit accessories to allow for change of knobs to levers.

as set forth in the C.O. and accompanying documents); and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is:

___ a. Minor change of a total monetary value less than required for competitive bidding.

_X_ b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.

___ c. Emergency arising during the course of work.

___ d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.

___ e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

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

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the **ADDITIVE** amount of $16,380.00, bringing the contract total to $45,994.70, an **EXTENSION** of **Fifteen (15)** additional calendar days, and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: ☒ **Yes** ☐ **No**

10709042-24540

By: Savannah Hornsby
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: SEM/scw
Requested By: Projects Date: 08/12/2025
Council Presentation on: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR
SERVICE LINE REPLACEMENTS PROJECT
(OCA25-0038)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to John Wayne Plumbing & Drain Service Company, Inc. and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

To add three (3) additional service replacements, deduct one (1) service line and add an additional sixty (60) calendar days for the time of completion.

as set forth in the C.O. and accompanying documents); and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is:

_X_ a. Minor change of a total monetary value less than required for competitive bidding.

___b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.

___c. Emergency arising during the course of work.

___d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.

___e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

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

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the **ADDITIVE** amount of **$4,540.00,** bringing the contract total to $55,640.00, an **EXTENSION** of **Sixty (60)** additional calendar days, and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: ☒ **Yes** ☐ **No**

62240280-24517

By: Savannah Ramsby
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: SEM/scw
Requested By: Projects Date: 08/12/2025
Council Presentation on: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR
THE 2025 CITY WIDE RESURFACING PROJECT
(OCA-24-1122)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to ST Bunn Construction Company, Inc. and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

To extend the time of work by thirty (30) days.

as set forth in the C.O. and accompanying documents; and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is:

___ a. Minor change of a total monetary value less than required for competitive bidding.

_X_ b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.

___ c. Emergency arising during the course of work.

___ d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.

___ e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

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

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the **EXTENSION** of **THIRTY (30)** additional calendar days and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: ☐ Yes ☒ No

By: Savannah Hornsby
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: SEM/scw
Requested By: Projects Date: 08/12/2025
Council Presentation on: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR
CYPRESS CREEK STORM DRAIN REPAIR PROJECT
(OCA-25-0601)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to Price Civil Services, Inc. and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

To balance final/installed project quantities versus original bid quantities.

as set forth in the C.O. and accompanying documents); and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is:

_X_ a. Minor change of a total monetary value less than required for competitive bidding.

___b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.

___c. Emergency arising during the course of work.

___d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.

___e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

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

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the **DEDUCTIVE** amount of **$78,518.83,** and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: ☒ **Yes** ☐ **No**

20309030-22515

By: Savannah Hornsby
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: SEM/scw
Requested By: Projects Date: 08/12/2025
Council Presentation on: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR
SABAN CENTER MASS DEMOLITION PACKAGE
(OCA-24-0812)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to Britt Demolition and Recycling, Inc.. and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

To balance final/installed project quantities versus original bid quantities.

as set forth in the C.O. and accompanying documents); and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is:

_X_ a. Minor change of a total monetary value less than required for competitive bidding.

___b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.

___c. Emergency arising during the course of work.

___d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.

___e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

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

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the **DEDUCTIVE** amount of **$70,000.00,** and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: ☒ Yes ☐ No

10802030-19524

By: Savannah Hornsby
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: CJE/rd
Requested by: OCA
Council Presentation: 08/19/2025
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO
MONAREKA BENNETT IN SETTLEMENT OF CLAIM
(OCA-25-1000)

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

That the Chief Financial Officer be, and she is hereby, authorized to draw a draft on the General Fund, and the Mayor and City Clerk are hereby authorized to execute the same, in the amount of $ 2,183.38, payable to Monareka Bennett when on or about July 5, 2025 claimant's vehicle was damaged when she hit a pothole on 17th Street.

Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED: ☒Yes ☐No

10104081-3060

By: Savannah Hornsby
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: CJE/rd
Requested by: OCA
Council Presentation: 08/19/2025
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO
LATOYA DANCY IN SETTLEMENT OF CLAIM
(OCA-25-0905)

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

That the Chief Financial Officer be, and she is hereby, authorized to draw a draft on the General Fund, and the Mayor and City Clerk are hereby authorized to execute the same, in the amount of $ 702.00, payable to Latoya Dancy, when on or about June 7, 2025, she fell after stepping in a hole on the road at or near 2127 4th Place East.

Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED: ☒Yes ☐No

10104081-3060

By: Savannah Hornsby
Chief Financial Officer

COUNCIL ACTION

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

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF
THE STRUCTURE AT 2646 25TH STREET

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 2646 25TH Street is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 19th day of August 2025, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

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

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 2646 25th Street unsafe to the extent that it is a public nuisance; and,

2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.

Prepared: City Clerk
Requested: Urban Development-Building Inspections
Agenda: 8-19-2025

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF
THE STRUCTURE AT 2531 26th STREET

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 2531 26th Street is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 19th day of August 2025, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

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

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 2531 26th Street unsafe to the extent that it is a public nuisance; and,

2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.

Prepared: City Clerk
Requested: Urban Development-Building Inspections
Agenda: 8-19-2025

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW/rd
Requested: UD/Planning Com. Date: 07/15/25
Council Presentation: 07/22/2025
Suspension of Rules: No

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA
AMENDMENT NO. 16

Amendment to Text of the Zoning Ordinance for Chapter 25,
Amending Section 25-61, Sections 25-65 through 25-71 and
Sections 25-79 through 25-81 pertaining to Townhouses
(OCA-25-0943)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, that the text of the Zoning Ordinance of Tuscaloosa, adopted by Ordinance No. 9572 on December 17, 2024 be, and the same is hereby amended as follows:

SECTION ONE. That Section 25-61 entitled "Lake Multifamily" be amended to replace "Table IV-1: LMF Intensity and Dimensional Standards" to read as follows:

"Table IV-9: LMF Intensity and Dimensional Standards

	Standard [1]	Single-family or two-family dwellings on separate lots	**Townhouse [2]**	All other uses
	Density (max)	15 du/acre	15 du/acre	15 du/acre
	Site area (min)	1 acre	1 acre	2 acres
	Lot area (min)	7,500 sf	3,000 sf	7,500 sf
A	Lot width (min)	65 ft	20 ft	65 ft
B	Front setback (min)	35 ft	35 ft	35 ft
C	Side setback (min)	10 ft	**0 ft**	10 ft
D	Rear setback (min)	35 ft	35 ft	35 ft
E	Building height (max)	3 stories	3 stories	5 stories
	Ground Coverage Ratio (max)	35 per cent	35 per cent	45 per cent
	Lake frontage width (min)	200 ft	200 ft	200 ft

Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of townhouses. No townhouse units shall be less than one-third wide as it its deep."

SECTION TWO. That Section 25-61 entitled "LAKE MULTIFAMILY", Item d. "Development Standards", be amended to read as follows:

"d. *Development standards.* All development in the LMF district shall comply with the following standards:

1. *Building design.* Building façades facing the lake shall include windows, functional entrances, and balconies, verandas, porches, or other similar architectural features.
2. *Building materials.*
   i. *Primary materials.*
      (a) The following building material shall be used for not less than seventy-five (75) per cent of the building wall surface area on each façade. Primary material changes may occur only at building corners where a maximum of one of the façades faces the street:
         (1) Brick masonry.
         (2) Natural stone (or synthetic equivalent);
         (3) Wood-clapboard or shingles;
         (4) Cementitious siding; or
         (5) Glass curtain wall
      (b) The use of EIFS or aluminum siding is prohibited.

   ii. *Accent materials.* The following materials may make up twenty-five (25) per cent of the building wall surface area on each façade:
      (a) Pre-cast masonry (only for trim and cornice elements);
      (b) Gypsum reinforced fiber concrete—GFRC (for trim elements only);
      (c) EIFS only for trim;
      (d) Metal (for beams, lintels, trim elements, and ornamentation);
      (e) Split-faced block (only for piers, foundation walls, and chimneys);
      (f) Glass block;
      (g) Vinyl shakes or shingles; and
      (h) Vinyl clapboard (with a minimum thickness of 0.044 inches).
      (i) Stucco (panels with cementitious finish, not tiles or EIFS—external insulation finishing system).

   iii. *Alternative materials.* Alternative building materials not listed in subsections i. and ii. above may be approved if the director of planning determines that the alternative materials are equivalent or better than the listed materials. The use of regionally-available materials is preferred."

SECTION THREE. That Section 25-65. "SINGLE FAMILY RESIDENITAL 4", Section c. "Intensity and Dimensional Standards", "Table IV-3: SFR-4 Intensity and Dimensional Standards", be amended to read as follows:

"Table IV-3: SFR-4 Intensity and Dimensional Standards

	STANDARD [1]	DUPLEX UNITS ON SEPARATE LOTS	**TOWNHOUSE**	ALL OTHER USES
	Density (max)	6 du/acre	15 du/acre	6 du/acre (residential uses)
	Lot area (min)	Lot with front vehicular access: 7,500 sf	None	Lot with front vehicular access: 7,500 sf
		Lot with rear vehicular access only: 5,000 sf		Lot with rear vehicular access only: 5,000 sf
A	Lot width (min)	30 ft	16 ft [2]	50 ft
B	Front setback (min)	15 ft [3]	15 ft [3]	15 ft [3]
C	Side setback (min)	5 ft [4]	**0 ft [4]**	5 ft [4]
D	Rear setback (min)	20 ft	20 ft	20 ft
E	Building height (max)	35 ft	35 ft	35 ft

Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] No townhouse **unit** shall be less than one-third as wide as it is deep.

[3} The minimum front setback may be decreased to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is less than 15 feet. A street-facing garage shall be set back at least 20 feet from the front lot line.

[4] Does not apply on side lot lines where dwelling units are attached. **There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of townhouses."**

SECTION FOUR. That Section 25-66. "SINGLE FAMILY RESIDENTIAL 5", Section c. "Intensity and Dimensional Standards", "Table IV-4: SFR-5 Intensity and Dimensional Standards", be amended to read as follows:

"Table IV-4: SFR-5 Intensity and Dimensional Standards

	STANDARD [1]	DUPLEX UNITS ON SEPARATE LOTS	**TOWNHOUSE**	ALL OTHER USES
	Density (max)	8 du/acre	8 du/acre	8 du/acre (residential uses)
	Lot area (min)	4,500 sf [2]	None	4,500 sf [2]
A	Lot width (min)	30 ft	16 ft [3]	45 ft
B	Front setback (min)	15 ft [4]	15 ft [4]	15 ft [4]
C	Side setback (min)	5 ft [5]	**0 ft [5]**	5 ft [5]
D	Rear setback (min)	15 ft	15 ft	15 ft
E	Building height (max)	35 ft	35 ft	35 ft

Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] The minimum lot area is 6,000 sf if both units in the duplex are on one lot, or 4,500 sf if each unit is on a separate lot.

[3] No townhouse **unit** shall be less than one-third as wide as it is deep.

[4] The minimum front setback may be decreased to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is less than 15 feet. A street-facing garage shall be set back at least 20 feet from the front lot line.

[5] Does not apply on side lot lines where dwelling units are attached. **There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of townhouses."**

SECTION FIVE. That Section 25-67. "MIXED RESIDENTIAL 1", Section c. "Intensity and Dimensional Standards", "Table IV-6: MR-1 Intensity and Dimensional Standards", be amended to read as follows:

"Table IV-21: MR-1 Intensity and Dimensional Standards

	STANDARD [1]	TOWNHOUSE	SINGLE-FAMILY DETACHED DWELLING	ALL OTHER USES
	Density (max)	15 du/acre	8 du/acre	8 du/acre (residential)
	Lot area (min)	2,900 sf for each du on lot	6,000 sf	7,500 sf
A	Lot width (min)	No minimum [2]	50 ft	65 ft
B	Front setback (min)	15 ft [3]	15 ft [3]	15 ft [3]
C	Side setback (min)	**0 ft [4]**	5 ft	5 ft
D	Rear setback (min)	20 ft	20 ft	20 ft
E	Building height (max)	35 ft	35 ft	35 ft

Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] No townhouse **unit** shall be less than one-third as wide as it is deep.

[3] The minimum front setback may be decreased to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is less than 20 feet. A street-facing garage shall be set back at least 20 feet from the front lot line.

[4] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of **townhouses."**

SECTION SIX. That Section 25-68. "MIXED RESIDENTIAL 2", Section c. "Intensity and Dimensional Standards", "Table IV-8: MR-2 Intensity and Dimensional Standards", is hereby amended to replace the "Notes" at the bottom of this table to read as follows:

"Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] The minimum total site area for a townhouse project is 15,000 square feet.

[3] The minimum lot width applies to single family homes only. There is no minimum lot width for duplexes and multifamily buildings. No townhouse **unit** shall be less than one-third as wide as it is deep.

[4] The minimum front setback may be decreased to the average alignment of existing buildings within one hundred (100) feet on either side of subject building and within the

same block if such alignment is less than twenty-five (25) feet. A street-facing garage shall be set back at least twenty (20) feet from the front lot line.

[5] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of **townhouses."**

SECTION SEVEN. That Section 25-69. "MIXED RESIDENTIAL UNIVERSITY", Section c. "Intensity and Dimensional Standards", "Table IV-25: MRU Intensity and Dimensional Standards", is hereby amended to add "Notes" at the bottom of this table reading as follows:

"Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] For corner lots, the minimum front setback abutting the side street shall be five feet. The minimum front setback may be decreased to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is less than 10 feet. For single-family detached and townhouse dwellings, a street-facing garage shall be set back at least 20 feet from the front lot line.

[3] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of townhouses. No townhouse unit shall be less than one-third as wide as it is deep."

SECTION EIGHT. That Section 25-69. "MIXED RESIDENTIAL UNIVERSITY", Section g. "References to Other Standards", "Table IV-26: Cross-References to Other Standards", is hereby amended to read as follows:

"Table IV-26: Cross-Reference to Other Standards

SECTION	STANDARD	SECTION	STANDARD
Article VI Division 1	Mobility and Connectivity Standands		
Article VI Division 2	Off-Street Parking, Bicycle Parking, and Loading Standards	Article VI Division 8	Form and Design Standards
Article VI Division 3	Landscape and Buffer Standards	Article VI Division 9	Green Building Incentives
Article VI Division 5	Fence and Wall Standards	Article VI Division 10	Sign and Billboards
Article VI Division 6	Exterior Lighting Standards		Subdivision Regulations"

SECTION NINE. That Section 25-70. "MULTIFAMILY RESIDENTIAL UNIVERSITY", Section c. "Intensity and Dimensional Standards", "Table IV-27: MFRU Intensity and Dimensional Standards", is hereby amended to read as follows:

"Table IV-27: MFRU Intensity and Dimensional Standards

	STANDARD [1]	ALL USES
	Density (max)	200 bedrooms per acre, not to exceed 200 bedrooms in any one development in common ownership [2]
	Lot area (min)	None
	Lot width (min)	None [3]
A	Front setback (min)	10 ft [4]
B	Side setback (min)	Single-family detached or U-single dwelling: 5 ft; 14 ft combined both sides
		Triplex, U-triplex, quadplex, multifamily, or multifamily student dwelling: 6 ft; 16 ft. combined both sides
		All other uses: **5 ft** [5]
C	Rear setback (min)	10 ft
D	Building height (max) [6] [7]	Single-family dwelling, U-single, duplex, U-duplex, townhouse, or U-rowhouse dwelling: 37 ft
		Triplex, U-triplex, or quadplex dwelling: four stories, not to exceed 60 ft
		Multifamily or multifamily student dwelling: 75 ft

Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] Maximum density is 110 bedrooms per acre in a line running from Campus Drive West, along University Blvd.to Gene Stallings Ave., south to Bryant Drive, along Bryant Drive to 12th Ave.

[3] No townhouse **unit** shall be less than one-third as wide as it is deep.

[4] For corner lots, the minimum front setback abutting the side street shall be five feet. The minimum front setback may be decreased to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is less than 10 feet. For single-family detached and townhouse dwellings, a street-facing garage shall be set back at least 20 feet from the front lot line.

[5] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of **townhouses**.

[6] For development on a lot of more than 0.50 acres that will result in density of 100 or fewer bedrooms per acre, the maximum building height shall be 60 feet.

[7] Each story in a building shall be a minimum of nine feet in height, measured floor to ceiling."

SECTION TEN. That Section 25-71. "MULTIFAMILY RESIDENTIAL", Section c. "Intensity and Dimensional Standards", "Table IV-29: MFR Intensity and Dimensional Standards", is hereby amended to replace the "Notes" at the bottom of this table to read as follows:

"Notes:

[1] max = maximum; min = minimum; du = dwelling units; ft = feet; sf = square feet

[2] No townhouse **unit** shall be less than one-third as wide as it is deep.

[3] The minimum front setback may be decreased to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is less than 10 feet.

[4] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of **townhouses** ."

SECTION ELEVEN. That Section 25-79. "DOWNTOWN PERIMETER", Section c. "Intensity and Dimensional Standards", "Table IV-39: DP Intensity and Dimensional Standards", is hereby amended to read as follows:

"Table IV-39: DP Intensity and Dimensional Standards

	Standard [1]	All uses
A	Front setback [2]	
	Minimum	0 ft
	Maximum	15 ft
	Side setback (min)	0 ft [3]
	Rear setback (min)	0 ft [3]
B	Minimum	2 stories [4]
	Maximum	4 stories

Notes:

[1] max = maximum; min = minimum; ft = feet

[2] The front building façade must be located within the minimum and maximum front setbacks. The maximum front setback may be increased by 1) 15 feet along 35 per cent of the lot width for an outdoor dining area, plaza, or other area that is open to the public and that includes features such as a garden, fountain, and seating; or 2) up to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is greater than 15 feet.

[3] A minimum setback of eight feet is required from any lot line abutting a Residential district. **There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of townhouses.** No townhouse **unit** shall be less than one-third wide as it is deep.

[4] Applies to any lot containing a building.

[5] The minimum building height for single-family detached and duplex dwellings is 1.5 stories."

SECTION TWELVE. That Section 25-80. "DOWNTOWN HISTORIC EDGE", Section c. "Intensity and Dimensional Standards", "Table IV-41: DHE Intensity and Dimensional Standards", is hereby amended to replace the "Notes" at the bottom of this table to read as follows:

"Notes:

[1] max = maximum; min = minimum; ft = feet

[2] The front building façade must be located within the minimum and maximum front setbacks. The maximum front setback may be increased by 1) 15 feet along 35 per cent of the lot width for an outdoor dining area, plaza, or other area that is open to the public and that includes features such as a garden, fountain, and seating; or 2) up to the average alignment of existing buildings within 100 feet on either side of subject building and within the same block if such alignment is greater than 15 feet.

[3] The historic preservation commission may allow or require larger or smaller front setbacks within a historic district if it determines that with such modification a development will better conform with nearby properties, or with the development patterns within the DHE district and any applicable historic district.

[4] A minimum setback of eight feet is required from any lot line abutting a residential district. **There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of townhouses.** No townhouse **unit** shall be less than one-third wide as it is deep."

SECTION THIRTEEN. That Section 25-81. "RIVERFRONT DISTRICT", Section d. "Intensity and Dimensional Standards", "Table IV-43: R Intensity and Dimensional Standards", is hereby amended to replace the "Notes" at the bottom of this table to read as follows:

"Notes:

[1] max = maximum; min = minimum; ft = feet

[2] A street-facing garage shall be set back at least 20 feet from the front lot line, and a garage facing a rear alley shall be set back at least 20 feet from the rear lot line.

[3] There is no minimum side setback for townhouses, except a minimum side setback of seven feet is required at each end of a row of **townhouses.** No townhouse **unit** shall be less than one-third as wide as it is deep.

[4] The minimum floor to ceiling height for commercial space shall be 12 feet."

SECTION FOURTEEN. That Section 25-81. "RIVERFRONT DISTRICT", Section e. "Development Standards", item 3. "Building Materials" is hereby amended to read as follows:

"3. *Building materials.*

i. *Primary materials.*

(a) The following building material shall be used for not less than seventy-five (75) per cent of the building wall surface area on each façade. Primary material changes may occur only at building corners where a maximum of one of the façades faces the street:

(1) Brick masonry.

(2) Natural stone (or synthetic equivalent), such as limestone, granite, and marble;
(3) Wood-clapboard or shingle;
(4) Cementitious siding; or
(5) Glass curtain wall.

(b) The use of EIFS or aluminum siding is prohibited.

ii. *Accent materials.*

The following materials may make up twenty-five (25) per cent of the building wall surface area on each façade:

(a) Pre-cast masonry (only for trim and cornice elements);
(b) Gypsum reinforced fiber concrete—GFRC (for trim elements only);
(c) EIFS only for trim;
(d) Metal (for beams, lintels, trim elements, and ornamentation);
(e) Split-faced block (only for piers, foundation walls, and chimneys);
(f) Glass block;
(g) Vinyl shakes or shingles;
(h) Vinyl clapboard (with a minimum thickness of 0.044 inches); and
(i) Stucco (panels with cementitious finish, not tiles or EIFS—external insulation finishing system).

iii. *Alternative materials.* Alternative building materials not listed in subsections i. and ii. above may be approved if the director of planning determines that the alternative materials are equivalent or better than the listed materials. The use of regionally-available materials is preferred."

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that the provisions of this ordinance shall become effective immediately upon the approval and publication as provided by law.

APPROVED:

OFFICE OF URBAN DEVELOPMENT

FUNDING REQUIRED: ☐ Yes ☒ No

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By: _____

Chief Financial Officer

COUNCIL ACTION

Resolution _____

Ordinance _____

Introduced _____

Passed _____

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Comments: _____

Introduced 7/22/25

(H/L-Y)

BPA

City Clerk

RESOLUTION

RESOLUTION AUTHORIZING APPROVAL OF THE APPLICATION OF
LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP
FOR ABC LICENSE

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the license application of Levy Premium Foodservice Limited Partnership for Special Retail Less (7 Days or Less) to be granted from the Alcoholic Beverage Control Board at the following addresses is hereby approved:

Events at Bryant Denny Stadium Champions Lane
920 Paul W Bryant Drive Lawn A Tuscaloosa, AL. 35401

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are 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.

25-043

FUNDING REQUIRED: ☐Yes ☒No

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By:_____
Chief Financial Officer

COUNCIL ACTION

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

RESOLUTION

RESOLUTION AUTHORIZING APPROVAL OF THE APPLICATION OF
DOWNTOWN ENTERTAINMENT LLC.
FOR ABC LICENSE

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the license application of Downtown Entertainment LLC. for Special Retail Less (7 Days or Less) to be granted from the Alcoholic Beverage Control Board at the following addresses is hereby approved:

- SAE Alumni Gameday Bar, 432 University Blvd Tuscaloosa, AL. 35401
- SAE Mamas Weekend 919 920, 432 University Blvd Tuscaloosa, AL. 35401
- ATO Alumni Gameday Bar, 322 University Blvd Tuscaloosa, AL. 35401
- Sig Ep Alumni Gameday Bar, 304 University Blvd Tuscaloosa, AL. 35401
- EN Alumni Gameday Bar, 990 University Blvd Tuscaloosa, AL. 35401
- Phi Kappa Psi Alumni Gameday Bar, 312 University Blvd Tuscaloosa, AL. 35401

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are 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.

25-044

FUNDING REQUIRED: ☐ Yes ☒ No

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By:_____
Chief Financial Officer

COUNCIL ACTION

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

RESOLUTION

RESOLUTION AUTHORIZING APPROVAL OF THE APPLICATION OF
DOWNTOWN ENTERTAINMENT LLC
FOR ABC LICENSE

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the license application of Downtown Entertainment LLC. for Special Retail Less (7 Days or Less) to be granted from the Alcoholic Beverage Control Board at the following addresses is hereby approved:

- TKE 50th Anniversary 927, 501 Jefferson Ave Tuscaloosa, AL. 35401
- Southbound 91825, 2301 Joe Mallisham Pkwy Tuscaloosa, AL. 35401
- Rhyme or Reason 102825, 2301 Joe Mallisham Pkwy Tuscaloosa, AL. 35401
- Dazed and Confused 112025, 2301 Joe Mallisham Pkwy Tuscaloosa, AL. 35401
- Kappa Sigma Alumni Gameday Bar, 282 University Blvd Tuscaloosa, AL. 35401

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are 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.

25-044

FUNDING REQUIRED: ☐Yes ☒No

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By:_____
Chief Financial Officer

COUNCIL ACTION

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

RESOLUTION

RESOLUTION AUTHORIZING APPROVAL OF THE APPLICATION OF
PARTY DOWN LLC.
FOR ABC LICENSE

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the license application of Party Down LLC. for Special Retail Less (7 Days or Less) to be granted from the Alcoholic Beverage Control Board at the following addresses is hereby approved:

Kappa Sigma Alumni Gameday Bar (October 18th and November 15th Games),
946 University Blvd Tuscaloosa, AL. 35401

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are 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.

25-045

FUNDING REQUIRED: ☐Yes ☒No

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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: Projects 8/5/25
Presentation on: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE SALES CONTRACT WITH GRAHAM N. LIMBAUGH AND EMILY PAIGE LIMBAUGH REGARDING PURCHASING 641 STONE RIVER ROAD FOR NEIGHBORHOOD FLOOD/DRAINAGE MITIGATION PURPOSES (OCA-25-1027)

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, that the Mayor be and he is hereby authorized to execute that certain real estate sales contract now before the City Council with Grahan N. Limbaugh and Emily Paige Limbaugh regarding the purchase of 641 Stone River Road Tuscaloosa, Alabama in an amount not to exceed $425,000.00 and being same property as described in Deed Book 2022 at Page 203 as recorded in the Probate Office of Tuscaloosa County, Alabama for neighborhood flood/drainage mitigation purposes and that the City Clerk is to attest the same.

BE IT FURTHER RESOLVED that:

1. That the Office of City Attorney is hereby authorized to prepare and do all things necessary to acquire said property.

2. That the Mayor is hereby authorized to do all things necessary to acquire said property on behalf of the City including executing any and all documents necessary to purchase the property.

FUNDING REQUIRED: ☒ Yes ☐ No

20309030-22515

By: Savannah Hornsby
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: LL
Requested: Finance Date: 8/12/2025
Council Presentation: 8/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING SELECTION OF AND CONTRACT WITH WARREN AVERETT FOR PROFESSIONAL AUDIT SERVICES FOR INTERNAL AUDIT OF P.L. 113-2 FUND
(OCA-25-1067)

WHEREAS on July 31, 2024, the City of Tuscaloosa issued and published a request for proposals from experienced professional accounting firms to enter into a contract to provide professional audit services for the P.L. 113-2 disaster recovery funds; and

WHEREAS the City received, and City staff evaluated two (2) proposals from qualified firms: CohnReznick and Warren Averett; and

WHEREAS, City staff recommend selection of Warren Averett for this contract; and

WHEREAS Warren Averett has completed audit services for the previous year, and the City desires to renew the agreement with Warren Averett in the not-to-exceed amount of $25,000.

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

That the Mayor is authorized to execute a contract for professional audit services for the P.L. 113-2 funds with Warren Averett in the not to exceed amount of $25,000 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
22817160-12041

By: Savannah Hornsby
Chief Financial Officer

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

4

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW/cmh
Requested: Finance Date: 8/12/25
Presentation on: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION TO OBTAIN STOP LOSS HEALTH INSURANCE
COVERAGE FROM HIGHMARK FOR FISCAL YEAR 2026
(OCA-25-1025)

WHEREAS, the City of Tuscaloosa is self-insured for health benefits as administered by Blue Cross-Blue Shield of Alabama; and,

WHEREAS, the City's current stop loss carrier for health insurance coverage is through Highmark with a deductible of $300,000.00 per contract per year at a monthly rate of $49.45 per contract; and,

WHEREAS, the Human Resources Department after receiving quotes recommends obtaining coverage for the contract period effective October 1, 2025 through September 30, 2026, with Highmark at a rate of $57.80 per employee contract with a specific deductible of $325,000.00 per employee per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the City contract its specific stop loss health insurance coverage from Highmark, with a deductible of $325,000.00 per employee contract, per year at the monthly rate of $57.80 per contract, effective October 1, 2025 through September 30, 2026, and the Mayor is authorized to execute a new contract and/or other documents in order to obtain the coverage.

FUNDING REQUIRED: ☒Yes ☐No

30319020-8011
30319020-8012

By: Savannah Hornsby
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: SEM/hdh
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DAVIS ARCHITECTS FOR THE SABAN CENTER
(SBN-22-0004/OCA-25-1041)

IT IS HEREBY RESOLVED by the Tuscaloosa City Council that the Mayor be, and hereby is, authorized to execute amendment number 2 to the professional services agreement with Davis Architects, Inc., for design phase services for the Saban Center to include design services for the State of Alabama funded STEM Center, and increasing the total compensation by an amount not to exceed $3,189,000.80, and that the Clerk is authorized to attest the same, for and as the official act of the City of Tuscaloosa.

FUNDING REQUIRED: ☒Yes ☐No
10802030-19524

By: Savannah Hornsby
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: SEM/hdh
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CONRACT FOR
PROFESSIONAL CONSTRUCTION OBSERVATION AND RELATED PROFESSIONAL SERVICES WITH
DUNCAN COKER ASSOCIATES, P.C. FOR THE SABAN CENTER PROJECT
(OCA-25-1043)

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

That the Mayor be, and he is hereby, authorized to execute a contract for professional construction observation and related professional services with Duncan Coker Associates, P.C., in the amount not to exceed $66,186.00 for the Saban Center Project, 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
10802030-19524

By: Savannah Hornsby
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: SEM/scw
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH AMASON & ASSOCIATES, INC.
(OCA-25-1039)

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

That the Mayor is authorized to execute a minor public works contract with Amason & Associates, Inc. in the amount of $48,900.00 for adding a sink at Kentuck at Queen City Park 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
20302040-24551

By: Savannah Hornsby
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: SEM/scw
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
PCI TECHNOLOGIES
(OCA-25-1062)

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

That the Mayor is authorized to execute a minor public works contract with PCI Technologies in the amount of $12,719.00 for the purchase and installation of a fire alarm system at the PAL Gym 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
20309030-22546

By: Savannah Hornsby
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: SEM/scw
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
BROWNING MASONRY CO., INC.
(OCA-25-1054)

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

That the Mayor is authorized to execute a minor public works contract with Browning Masonry Co., Inc. in the amount of $3,000.00 for CMU block repair and patching at PAL Gym 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
20309030-22546

By: Savannah Hornsby
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: SEM/scw
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
BUILDING SPECIALTIES CO., INC.
(OCA-25-1051)

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

That the Mayor is authorized to execute a minor public works contract with Building Specialties Co., Inc. in the amount of $12,524.50 for re-keying City Hall Annex 3 Building 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
10709042-24540

By: Savannah Hornsby
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: SEM/scw
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
DRUID GLASS CONSTRUCTION, INC.
(OCA-25-1038)

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

That the Mayor is authorized to execute a minor public works contract with Druid Glass Construction, Inc. in the amount of $1,505.00 for replacement of glass in two (2) double doors at the River Market 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
10709042-24516

By: Savannah Hornsby
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: SEM/hdh
Requested: Projects Date: 08/12/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH
1220 EXHIBITS, INC. FOR
SABAN CENTER PROJECT
(OCA-25-1048)

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

That the Mayor is authorized to execute a contract for exhibit fabrication, installation services and other related professional services for the Saban Center with 1220 Exhibits, Inc. in the amount of $19,683,408.00, 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
10802030-19524

By: Savannah Hornsby
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: CLH/cmh
Requested: Projects Date: 8/12/25
Council Presentation: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH TURNER-TOWNSEND HEERY FOR THE SABAN CENTER PROJECT (OCA-25-0772)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and hereby is, authorized to execute a contract with Tuner-Townsend Heery, for professional services in an amount not to exceed $50,000.00, for the Saban Center project, for and as an official act of the City of Tuscaloosa; and that the City Clerk is authorized to attest the same.

FUNDING REQUIRED: ☒Yes ☐No
10802030-19524

By: Savannah Horsby
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: CLH/cmh
Requested: OCA Date: 8/19/25
Council Presentation: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING
WITH TCC ACQUISTION PARTNERS, LLC
(OCA-23-0347)

It is hereby resolved by the Tuscaloosa City Council that the Mayor be, and hereby is authorized to execute a memorandum of understanding concerning a settlement with TCC Acquisition Partners, LLC for the acquisition of certain real property for the Western Riverwalk Project, and that the Mayor and City Attorney are authorized to execute such other documents as may be necessary to consummate the settlement, and that the City Clerk is authorized to attest the same for and on behalf of the City of Tuscaloosa.

FUNDING REQUIRED: ☒ Yes ☐ No
10802020-20565

By: Savannah Hornsby
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: SBH/cmh
Requested: Finance. Date: 8/12/25
Council Presentation: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING EXTENSION OF THE CITY'S HELICOPTER INSURANCE COVERAGE WITH WESTCHESTER FIRE INSURANCE COMPANY
(OCA-25-1044)

WHEREAS, the City's current helicopter insurance coverage with Westchester Fire Insurance Company expires November 9, 2025 at annual renewal rate of approximately $52,447.00;

WHEREAS, the City will be dissolving the helicopter unit, selling the assets, and will no longer need helicopter coverage;

WHEREAS, the City extends its helicopter insurance coverage with Westchester Fire Insurance Company for the City's helicopter utilized by the Tuscaloosa Police Department, at a premium rate of $7,615.00, with such amount representing coverage from November 9, 2025 to January 1, 2026 for aircraft liability and aircraft physical damage;

NOW, THEREFORE. BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the City extend its specific helicopter insurance coverage with Westchester Fire Insurance Company for the City's helicopter utilized by the Tuscaloosa Police Department, at a premium rate of $7,615.00, with such amount representing coverage from November 9, 2025 to January 1, 2026 for aircraft liability and aircraft physical damage, and the Mayor is authorized to execute any application or contract pertaining to the same.

FUNDING REQUIRED: ☒Yes ☐No
10135010-3105

By: Savannah Hornsby
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: SEM/scw
Requested: W & S Date: 08/19/2025
Council Presentation: 08/19/2025
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CONTRACT WITH
ELECTRIC MOTOR SALES & SERVICE, INC.
AND DECLARING A BID LAW EXEMPTION
PURSUANT TO ALA. CODE § 41-16-51(b)(7)
(OCA-25-1113)

WHEREAS, the City of Tuscaloosa desires to contract with Electric Motor Sales & Service, Inc. for the purchase of parts and services related to the repair of Lift Station 41 Pump #2 totaling $38,950.00; and,

WHEREAS, the City Council finds and declares this contract is exempt from competitive bidding requirements pursuant to the following authority: CODE § 41-16-51(b)(7) as a purchase of equipment used in the normal and routine operation of any waterworks system owned by a municipality.

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

1. That the Mayor is authorized to execute a contract with Electric Motor Sales & Service, Inc. for the purchase of parts and services related to repair of Lift Station 41 Pump #2 totaling $38,950.00, and the City Clerk is authorized the attest the same.

2. That the City Council finds and declares that the above contract is exempt from the competitive bidding requirements of the Alabama Bid Law pursuant to the following authority: CODE § 41-16-51(b)(7).

FUNDING REQUIRED: ☒Yes ☐No
601-09041-4170

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/Projects Date: 8/19/25
Presentation on: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A RENEWAL OF THE LICENSE AGREEMENT FROM
THE DEPARTMENT OF THE ARMY FOR THE RIVER WALK/RIVER MARKET SITE
(A09-0648)(A14-0919)(A15-0842)(A16-1234)(A17-0928)
(A18-0924) (A19-0848) (A20-0861) (A21-0936) (A22-0770)
(OCA-23-0982) (OCA-24-1119) (OCA-25-1053)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and he is hereby, authorized to execute a renewal of the license with the United States of America, represented by the Department of the Army, for the use the old warehouse property located adjacent to the Tuscaloosa Site Office U.S. Army Corps of Engineers, Mobile District and for the use of certain Government owned lands located along Jack Warner Parkway, Tuscaloosa, Alabama, for use as the Tuscaloosa Farmers/River Market and Community Center complex from September 1, 2025 to August 31, 2026.

BE IT FURTHER RESOLVED, that the Chief Financial Officer issue a draft payable to "F.A.O., USAED, Mobile" for the U.S. Army Corps of Engineers administrative fee in the amount of $1,500.00.

FUNDING REQUIRED: ☒Yes ☐No

10104080-3100

By: Savannah Hornsby
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 8/19/25
Presentation on: 8/19/25
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING ACQUISITION BY CONDEMNATION PROCEEDINGS FOR THE PATTON LAKE PARK PROJECT (OCA-25-1117)

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

SECTION 1. That it is hereby determined and declared by the City Council of Tuscaloosa that it is necessary, useful and expedient to acquire property acquisitions regarding for the Patton Lake Park Project, and that such Project be constructed, used, maintained and operated across certain property located within Tuscaloosa County, Alabama; and, to that end, certain tracts of property for all purposes, presently, and from time to time in the future as the City may elect for construction of such Project on, over, across, or through lands as hereinafter described, be acquired by condemnation proceedings pursuant to Section 11-47-170 and Section 11-80-1 of the Code of Alabama (1975); and, that the City Attorney be, and he is hereby, authorized and directed to institute and prosecute to conclusions such condemnation proceedings.

It is further declared that said property herein authorized to be acquired for the construction use, maintenance and operation of the Project and for the uses and purposes herein described, as located on, over, across and through the following parcels of land in Tuscaloosa County, Alabama, to-wit:

Owner: Woodland Hills Foundation, Inc.

Parcels
30 09 32 1 004 001.000
30 08 33 2 004 002.000
30 08 33 2 005 006.000
30 09 32 1 005 056.000

SECTION 2. That the Mayor be, and he is hereby, authorized to cause to be done any and all things necessary, useful or expedient in carrying into effect all the things herein authorized, directed or provided to be done, and is also authorized to do, or cause to be done, any and all things necessary, useful or expedient to effect the condemnation of said land and other rights as aforesaid; that the said Mayor be, and he is hereby, further authorized to execute all bonds and other papers necessary or useful to be done in such condemnation proceedings and to sign and issue checks for the payment of any and all costs, damages or compensation incurred or fixed in said condemnation proceedings.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

I, Brandy Johnson, City Clerk of the City of Tuscaloosa, Alabama, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted by the City Council of Tuscaloosa at a regular meeting of said Council held on the 19th day of August 2025, as the same appears and remains of record in the record book in my office wherein are recorded the Minutes of the proceedings of said Council.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal of said City of Tuscaloosa, this the _____ day of _____, 2025.

_____
Brandy Johnson, City Clerk

FUNDING REQUIRED: ☐ **Yes** ☐ **No**

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_____
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: RG
Requested: FC 08/12/25
Presentation on: 08/19/25
Suspension of Rules: No

RESOLUTION

AMENDING THE FISCAL YEAR 2025 WATER AND SEWER RESERVE FOR FUTURE IMPROVEMENTS FUND BUDGET
(AMENDMENT 7 - FY25 WSRFFI BUDGET)
(OCA-24-0951)

WHEREAS, the Council has determined to re-establish the WSRFFI for Fiscal 2025. 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 Water and Sewer Reserve Fund for Future Improvement (WSRFFI) as encumbered for certain designated public improvement and special projects of the Water and Sewer 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 2025.

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Fiscal Year 2025 Water and Sewer Reserve For Future Improvements Fund Budget of the City of Tuscaloosa be, and the same is hereby, amended as follows:

EXPENSES			
PROJECT NAME	**CURRENT BUDGET**	**CHANGE**	**REVISED BUDGET**
Mercedes Force Main Lift Stations	$0	$1,200,000	$1,200,000
WRRF Phase 3 Improvements	$0	$2,350,000	$2,350,000
Hillcrest Tank Rehabilitation	$0	$1,200,000	$1,200,000
WRRF Outfall Line Replacement	$0	$1,700,000	$1,700,000
Airport Runway Exp-Sewer	$0	$400,000	$400,000
Line A Raw Water Main Repair	$0	$150,000	$150,000
Future Debt Srvc – 10-Yr Plan	$16,764,718	$(7,000,000)	$9,764,718
NET EXPENDITURES		**$0**	

FUNDING REQUIRED: ☒Yes ☐No

Fund 612 – Water & Sewer RFFI

By: Savannah Hornsby

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: RG
Requested: FC 08/12/25
Presentation on: 08/19/25
Suspension of Rules: NO

ORDINANCE NO. _____

AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET
(AMENDMENT 15 – FY25 GF BUDGET)
(OCA-24-0951)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Fiscal Year 2025 General Fund Budget of the City of Tuscaloosa be, and the same is hereby, amended as follows:

REVENUE			
Department	Account	Current Budget	Amended Budget
Cost Reimburse	Insurance Proceeds	$(198,550)	$(261,550)
	Net Revenues		$(63,000)

EXPENDITURE			
Department	Account	Current Budget	Amended Budget
Fire	Equipment	$0	$63,000
	Net Expenditures		$63,000

FUNDING REQUIRED: ☒Yes ☐No
FY25 General Fund

By: Savannah Homsley
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. Safe. Date: 08/12/2025
Council Presentation on: 08/19/2025
Suspension of Rules: No

ORDINANCE NO. _____
AN ORDINANCE ADDING SECTION 10-13
TO THE CODE OF TUSCALOOSA
(OCA-25-1036)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 10-13(a) (2) of the Code of Tuscaloosa be and the same is hereby amended to read as follows:

"Sec. 10-13. – Settlement of minor ordinance violations without trial.

(a) *Schedule of fines.* In the event a defendant in municipal court is charged with one of the offenses listed below and elects to plead guilty before a magistrate or pay a parking ticket without contesting it, the following schedule of fines shall apply:

(2) Public Order Offenses:

Violation	Code Section	Fine Amount (does not include court costs)
Open Beverage	3-12	$ 100.00
Noise Ordinance	10.8	$ 100.00
Unlawful Possession of Marijuana in the Second Degree	13A-12-214	$250.00 (and completion of court referral program)
Possession of Drug Paraphernalia	13A-12-260	$250.00
Minor in Possession of Alcohol	3-44	$250.00
Improper Identification of Minor	3-16	$250.00

FUNDING REQUIRED: ☐Yes ☒No

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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: SBH
Requested: Finance Date: 06/03/2025
Council Presentation on: 08/19/2025
Suspension of Rules: No

ORDINANCE NO. _____

August 19, 2025

CITY OF TUSCALOOSA, ALABAMA

$73,965,000
General Obligation Warrants
Series 2025-B

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE, AND MAKING PROVISION FOR THE PAYMENT, OF $73,965,000 GENERAL OBLIGATION WARRANTS, SERIES 2025-B

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

ARTICLE 1

Definition of Terms

Applicable Law means the applicable provisions of all constitutions, statutes, rules, regulations, orders, judgments, and decrees of any Governmental Authority.

Auditor means a Person (i) who is a certified public accountant regularly engaged in the auditing of financial records and who is not employed full time by the City or (ii) who is regularly employed by the Alabama Department of Examiners of Public Accounts.

Authorized City Representative means the Mayor, the Chief Financial Officer of the City, the Deputy Chief Financial Officer of the City, and any officer of the City authorized to act as "Authorized City Representative" for purposes of this Ordinance and so identified by the City to the Paying Agent in writing.

Authorized Denomination means the amount of $5,000 and any integral multiple thereof.

Authorized Investments means any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal funds or county funds, as such terms are defined in Section 11-81-21 of the Code of Alabama 1975 (or any successor provision of law), including without limitation (i) U.S Government Obligations or a trust or fund consisting of U.S. Government Obligations and (ii) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975 (or any successor provision of law).

Authorized Purpose Costs means, collectively:

(a) all issuance costs (as described in Treas. Reg. Section 1.150-1(b)) with respect to the Warrants; and

(b) all costs of acquisition, construction and installation of the Series 2025-B Capital Improvements, including without limitation fees for architectural, engineering, environmental studies and surveys, geotechnical, surveying and title examination and correction services; labor materials, and transportation costs, expenses incurred in the enforcement of remedies against contractors, suppliers, sureties and venders; payment to the City for any of such costs, expenses or fees paid by the City from the general revenues thereof (to the extent permitted by Treas. Reg. Section 1.150-2, if applicable); and payment of the principal of and interest on any indebtedness incurred by the City for payment of any of such costs, expenses or fees.

Beneficial Owner means the owner of a beneficial interest in a Warrant held pursuant to a Book-Entry System.

Bond Counsel means a Person (i) licensed to practice law in the State of Alabama and (ii) having experience with respect to obligations issued by the State of Alabama, and by or on behalf of political subdivisions of the State of Alabama, as "tax-exempt obligations" within the meaning of the Code.

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the Principal Office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

Chief Financial Officer means (i) the Chief Financial Officer of the City and (ii) any successor to the duties and functions thereof.

City means the City of Tuscaloosa, Alabama.

Code means the Internal Revenue Code of 1986, as amended.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement dated the Date of Initial Delivery by the City in favor of the Owners.

Date of Initial Delivery means August 26, 2025.

Defeasance Fund means an independent and irrevocable account or fund established by the City pursuant to Section 9.04(b) for the benefit of any Warrant or Warrants.

Direct Participant or **Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Disclosure Dissemination Agent means Digital Assurance Certification L.L.C.

Disclosure Dissemination Agent Agreement means that certain Disclosure Dissemination Agent Agreement dated the date of delivery between the City and Disclosure Dissemination Agent.

Electronic Means means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Paying Agent as available for use in connection with its services hereunder.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may be adopted by the City.

Fully Discharged means, for any Warrant, that: (i) such Warrant has been cancelled by the Paying Agent (or delivered to the Paying Agent for cancellation) pursuant to Section 4.04; or (ii) such Warrant is alleged to have been destroyed, lost or stolen and shall have been replaced pursuant to Section 8.02; or (iii) the City shall have established a Defeasance Fund for such Warrant pursuant to Section 9.04; or (iv) the Paying Agent shall hold amounts sufficient for the payment in full of the principal of, premium (if any) and interest on such Warrant pursuant to Section 9.05.

Governing Law means, collectively:

(a) Section 11-47-2 of the Code of Alabama 1975, with respect to the issuance of the Warrants; and

(b) Article 2 of Chapter 81 of Title 11 of the Code of Alabama 1975, with respect to the accomplishment of the Governmental Purposes; and

(c) The other applicable provisions of the Constitution of Alabama of 1901, as amended, and the laws of the State of Alabama.

Governmental Authority means any agency, authority, board, branch, bureau, commission, court, department, division, instrumentality, tribunal or other entity or organization of the State or the United States of America and of competent jurisdiction.

Governmental Purposes means the acquisition, construction and installation of the Series 2025-B Capital Improvements.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Net Warrant Proceeds means the net proceeds received from the sale of the Warrants of $75,178,315.25, being the principal amount thereof ($73,965,000.00), plus net original issue premium of $1,564,649.00 and less underwriting discount of $351,333.75.

Official Statement means the Official Statement dated the date of delivery with respect to the Warrants delivered by the City in compliance with 17 CFR Section 240.15c2-12.

Ordinance means this Ordinance as originally adopted and as it may from time to time be supplemented, modified or amended.

Outstanding means, with respect to any Warrant on any date of determination, that such Warrant shall have been authenticated and delivered under this Ordinance and shall not have been Fully Discharged.

Owner when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register, including without limitation the Securities Depository or Securities Depository Nominee with respect to any Warrant held under the Book-Entry System.

Paying Agent means (i) Regions Bank, and the successors and assigns thereof, and (ii) any successor designated as depository, paying agent and registrar pursuant to this Ordinance.

Person means and includes any individual, corporation, general or limited partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any Governmental Authority.

Preliminary Official Statement means the Preliminary Official Statement dated the date of delivery with respect to the Warrants delivered by the City in compliance with 17 CFR Section 240.15c2-12.

Principal Office of the Paying Agent means the designated office of the Paying Agent for purposes of this Ordinance, or such other office as shall be designated by the Paying Agent by written notice to the City and (i) the Securities Depository if the Book-Entry System is in effect, or (ii) to the Owners of the Warrants if the Book-Entry System is not in effect.

Proceeds Fund means the fund established pursuant to Section 3.05.

Record Date means the fifteenth day of a calendar month (whether or not a Business Day) next preceding any Stated Interest Payment Date.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2025-B Capital Improvements means and includes capital improvements to the water and sewer systems owned and operated by the City, subject to the reserved right of the City to apply some or all of the Net Warrant Proceeds to the acquisition of any additional or other property in compliance with Section 3.06 and the applicable provisions of the Code.

Stated Interest Payment Date means each February 1 and August 1, commencing February 1, 2026.

Taxable means, with respect to any Warrant, interest on such Warrant is includible in the gross income of the Owner thereof for purposes of federal income taxation; provided, however, interest on any Warrant shall not be deemed 'Taxable" if interest on such Warrant is includible in any calculation of income for purposes of an alternative minimum tax or any other type of taxation other than the regular federal tax imposed on income.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement delivered by the City with respect to the Warrants.

Transaction Documents means, collectively, the following documents:

(a) Continuing Disclosure Agreement;

(b) Disclosure Dissemination Agent Agreement;

(c) Tax Certificate and Agreement; and

(d) Warrant Purchase Agreement.

Underwriter means The Frazer Lanier Company, Incorporated.

U.S. Government Obligations means direct general obligations of the United States of America or any obligations on which the payment of the principal thereof and interest thereon are unconditionally guaranteed by the United States of America.

Warrant means any warrant authenticated and delivered pursuant to this Ordinance.

Warrant Fund means the fund established pursuant to Section 9.03.

Warrant Purchase Agreement means Award Letter dated the date of delivery by the City to the Underwriter.

Warrant Register shall have the meaning assigned in Section 4.03(a).

Warrant Registrar means the Paying Agent appointed as Warrant Registrar pursuant to Section 12.01.

ARTICLE 2

Determinations and Representations

The City certifies, represents and warrants that:

(a) the issuance of the Warrants for the Governmental Purposes at a price equal to the Net Warrant Proceeds is in the best interests of the taxpayers and citizens of the City;

(b) the City has adopted this Ordinance and authorized the issuance of the Warrants by proceedings duly had and taken pursuant to the Governing Law in due time, form and manner as required thereby;

(c) (1) the long-term indebtedness of the City is set forth in the Preliminary Official Statement and the Official Statement;

(2) subsequent to the dates as of which the City provided information with respect to the indebtedness thereof for purposes of the Preliminary Official Statement and the Official Statement, the City has not incurred any direct, indirect or contingent indebtedness which is material in amount or duration except short-term or temporary indebtedness incurred in the ordinary course of business;

(3) the City is not in default with respect to any indebtedness or obligation of the City;

(d) no proceedings with respect to the City have ever been taken pursuant to Chapter 9 of Title 11 of the United States Code or Section 11-81-3 of the Code of Alabama 1975 or any similar federal or state law with respect to creditors' rights;

(e) the Preliminary Official Statement and the Official Statement are correct and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) the period of usefulness of the Series 2025-B Capital Improvements will extend beyond the final maturity date of the Warrants; and

(g) the expenditure of the Net Warrant Proceeds for the Governmental Purposes will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to any private entity or entities.

ARTICLE 3

Authorization of Warrants, Transaction Documents, Preliminary Official Statement and Official Statement

Section 3.01 The Warrants

(a) General.

(1) The City authorizes the issuance of a series of warrants designated "General Obligation Warrants, Series 2025-B" in an aggregate principal amount of $73,965,000 pursuant to the Governing Law and this Ordinance to provide for the Governmental Purposes.

(2) The Warrants shall be delivered and issued in certificated form as a single Warrant for each stated maturity thereof in integral multiples of an Authorized Denomination and numbered consecutively in order of such stated maturity.

(3) (i) The Warrants shall be initially held pursuant to a Book-Entry System administered by the Securities Depository.

(ii) On the date of delivery of the Warrants, the certificated Warrant for each stated maturity thereof shall be registered in the name of the Securities Depository Nominee and delivered to, and held in the custody of, the Securities Depository or the Paying Agent in accordance with the procedures and rules of the Securities Depository therefor.

(b) Form of Warrants.

The Warrants shall be issued to the Owners in the form set forth therefor on Exhibit A (with such changes thereto as shall be required by Applicable Law on the date of delivery thereof).

(c) Maturity of Principal; Interest Rates.

The principal of the Warrants (i) shall mature on August 1 in the years and principal amounts set forth below, and (ii) shall bear interest at the respective per annum rates of interest set forth below for the principal amount set opposite each such rate, payable in arrears on each Stated Interest Payment Date and on each date fixed pursuant to this Ordinance for the payment of principal of the Warrants upon redemption (in whole or in part) thereof:

Year	Principal Amount	Interest Rate
2026	$1,360,000	5.000%
2027	1,175,000	5.000
2028	1,235,000	5.000
2029	1,295,000	5.000

2030	1,360,000	5.000
2031	1,430,000	5.000
2032	1,500,000	5.000
2033	1,575,000	5.000
2034	1,655,000	5.000
2035	1,735,000	5.000
2036[1]	1,825,000	5.000
2037[1]	1,915,000	5.000
2038[1]	2,010,000	5.000
2039[1]	2,110,000	5.000
2040[1]	2,215,000	5.000
2041[1]	2,330,000	5.000
2042[1]	2,445,000	5.000
2045[1][2]	8,060,000	4.625
2050[1][2]	16,180,000	4.800
2055[1][2]	10,555,000	4.875
2055[1][2]	10,000,000	5.250

[1] Warrants subject to optional redemption as provided therein.

[2] Warrants subject to mandatory redemption as provided therein.

Section 3.02 Accrual of Interest on Warrants

The principal amount of each Warrant shall accrue interest at the respective per annum rate of interest thereof determined on the basis of a 360-day year of 12 consecutive 30-day months for the period beginning on (and including) the date of delivery of and payment for such Warrant and continuing thereafter until (but not including) the date on which the principal of such Warrant is paid in full and retired; provided, however, that, anything in this Ordinance to the contrary notwithstanding, interest on the outstanding principal amount of any Warrant will cease to accrue from and after the stated maturity date of such Warrant, or the date specified for redemption (in whole or in part) in advance of maturity of such Warrant, if and to the extent that on any such date the Paying Agent holds in trust pursuant to Section 9.05 funds in an aggregate amount sufficient to pay in full the principal of and interest on such Warrant becoming due and payable on such date.

Section 3.03 Delivery of Warrants and Transaction Documents

The City authorizes and directs the Mayor, the Chief Financial Officer and the City Clerk to effect delivery on the Date of Initial Delivery:

(1) to the Paying Agent, the Warrants, a certified copy of this Ordinance, and the Transaction Documents to which the Paying Agent is a party signatory thereto; and

(2) to, or as directed by, the Underwriter, the Preliminary Official Statement, the Official Statement and the certificates, documents and proceedings required pursuant to the Warrant Purchase Agreement.

Section 3.04 Application of Net Warrant Proceeds

The Net Warrant Proceeds shall be deposited on the date of issuance of the Warrants in the Proceeds Fund and applied as provided therefor.

Section 3.05 Proceeds Fund

(a) For the payment of Authorized Purpose Costs the City hereby establishes a special fund to be held by the Paying Agent designated the "Proceeds Fund" (the "Proceeds Fund").

(b) The City shall deposit in the Proceeds Fund the amount of Net Warrant Proceeds specified therefor in Section 3.04 and invest the amounts on deposit in the Proceeds Fund in Authorized Investments pending application thereof for Authorized Purpose Costs.

(c) The City shall apply the amounts on deposit in the Proceeds Fund to the payment of the Authorized Purpose Costs in accordance with the provisions of the Tax Certificate and Agreement.

(d) (1) The Paying Agent shall disburse the amounts on deposit in the Proceeds Fund only upon receipt thereby of a Proceeds Fund Requisition in form set forth on Exhibit B appropriately completed and executed by an Authorized City Representative.

(2) The City agrees the Paying Agent shall have no liability for the application or use of any amounts in the Proceeds Fund if disbursed pursuant to the provisions of this Section and with actual knowledge that such disbursement constitutes an illegal or unauthorized use of public funds.

(e) All amounts on deposit in the Proceeds Fund after the City shall have determined that the Governmental Purposes for which the Proceeds Fund was created shall have been accomplished or completed shall be applied to the payment of the principal amount of the Warrants on the then next succeeding principal payment dates therefor.

Section 3.06 Amendment of Series 2025-B Capital Improvements

The City may apply any portion of the Net Warrant Proceeds for the acquisition, construction or installation of any property not included within, or described as part of, the Series 2025-B Capital Improvements, if prior thereto: (a) the governing body of the City adopts an ordinance in which the City describes the property to be so acquired, constructed or installed and authorizes the use of Net Warrant Proceeds for such purpose, and (b) the City delivers to the Chief Financial Officer an Opinion of Bond Counsel to the effect the use of Net Warrant Proceeds to acquire, construct, or install such property is authorized by the Governing Law and will not cause the interest on the Warrants to be Taxable.

Section 3.07 Approval and Authorization of Transaction Documents

(a) The City (i) approves and authorizes the Transaction Documents and (ii) authorizes and directs the Mayor, Chief Financial Officer and City Clerk of the City to execute and attest, in the name and under seal of the City, the Transaction Documents with such changes thereto as shall not increase or extend any pecuniary liability of the City thereunder and as such officers shall conclusively approve by execution thereof.

Section 3.08 Approval of Preliminary Official Statement and Official Statement

The City approves, authorizes and ratifies the content of the Preliminary Official Statement and the Official Statement, the execution thereof by the Mayor, and the distribution thereof by the Underwriter on behalf of the City.

Section 3.09 General Authorization and Ratification

(a) The City authorizes and directs the Mayor, the Chief Financial Officer and the City Clerk of the City to take all actions, and to execute, deliver, file and record all certificates, documents, instruments and notices as are required by Bond Counsel, Governing Law, or the Warrant Purchase Agreement to effect the issuance of the Warrants and the purposes of this Ordinance.

(b) The City ratifies and confirms:

(i) the execution, delivery and performance of the Warrant Purchase Agreement; and

(ii) all actions taken, and all certifications and representations made, by any officer of the City in connection with, or in furtherance of, the actions and transactions authorized and approved by this Ordinance.

ARTICLE 4

Execution, Authentication, Registration and Cancellation of Warrants

Section 4.01 Execution of Warrants

(a) The City authorizes and directs the Mayor and City Clerk of the City to execute, seal and attest, and the Chief Financial Officer to register as a claim against the City, the Warrants presented for issuance and delivery pursuant to this Ordinance on each of the following dates:

(1) the date of initial issuance of a Warrant;

(2) the date of partial redemption of a Warrant pursuant to Article 7;

(3) the date of transfer, exchange or replacement of a Warrant pursuant to Article 8.

(b) The City will treat as valid for all purposes of this Ordinance each Warrant executed by the individual who on the date of such execution thereof validly holds and exercises the office of Mayor of the City without regard to whether at any time prior to, or after, the date of delivery of such Warrant such individual shall have ceased to hold and exercise such office.

Section 4.02 Authentication of Warrants

The Paying Agent will, by duly authorized officer thereof, authenticate, register and deliver all executed Warrants delivered to the Paying Agent by the City for such purpose under this Ordinance in accordance with (i) the written instructions of the City with respect thereto and (ii) the procedures and rules of the Securities Depository to the extent applicable thereto.

Section 4.03 Registration of Warrants

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (the "Warrant Register") in which the City shall provide for the registration of Warrants.

(b) The City will register the ownership of each of the Warrants on the Warrant Register in the name of the Person who shall have acquired such Warrant.

Section 4.04 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer, exchange or replacement shall be promptly cancelled and destroyed by the Paying Agent.

ARTICLE 5

Determination of Ownership of Warrants

(a) The ownership of a Warrant shall be proven by the Warrant Register for all purposes of this Ordinance.

(b) The City and the Paying Agent shall treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes of this Ordinance, and, to the extent permitted by Applicable Law, neither the City or the Paying Agent shall be affected by notice to the contrary.

(c) (1) During a period in which the Warrants are held pursuant to a Book-Entry System, the City and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only Owner of the Warrants for all purposes of this Ordinance.

(2) In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the City, the Paying Agent and the Developer shall treat such assignee or assignees as the only Owner or Owners of the Warrants for the purpose of exercising such rights so assigned.

ARTICLE 6

Operation of Ordinance for Warrants Held in Book-Entry System

The City and the Paying Agent will administer and construe the provisions of this Ordinance to effect full compliance with the procedures and rules of the Securities Depository with respect to all Warrants held pursuant to a Book-Entry System, including without limitation:

(a) payment and redemption (in whole or in part) of Warrants;

(b) transfers of beneficial interests in Warrants;

(c) delivery of notices pursuant to this Ordinance;

(d) grant of consent or waiver with respect to any action or inaction.

ARTICLE 7

Redemption of Warrants

Section 7.01 Optional Redemption of Warrants; Conditional Redemption; Defeasance Fund

(a) (1) The City may redeem all, or less than all, of the Warrants upon written notice designating the order, aggregate principal amount (determined on the basis of the smallest Authorized Denominations so that the principal amount of any Warrant which remains Outstanding after such redemption shall be an integral multiple of an Authorized Denomination), and stated principal payment dates of the Warrants subject to redemption to the Paying Agent by such date in advance of the proposed date of redemption as shall enable the Paying Agent to comply with the provisions of this Ordinance with respect thereto. The Paying Agent, or the Securities Depository if applicable, shall determine by fair and appropriate method the principal amount of Warrants to be redeemed within a maturity.

(2) The Owner of any Warrant which shall have been called for partial redemption must, on the date of redemption, surrender such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor, whereupon without service charge the City will execute, and the Paying Agent will authenticate, register and deliver to, or as directed in writing by, such Owner a new Warrant of like tenor and the same series, dated the date of redemption, and in a principal amount in Authorized Denominations equal to, and in exchange for, the unredeemed portion of the principal of the Warrant so surrendered.

(b) Anything in this Ordinance to the contrary notwithstanding, the City may provide for the optional redemption of any Warrant (or portion thereof) contingent upon specified conditions, such as deposit of funds necessary for such redemption or the occurrence of specified events. If the conditions for such redemption are not satisfied prior to the proposed date of redemption, such Warrant shall not be subject to redemption on such date and the City shall not be required to redeem such Warrant (or portion thereof) subject to such conditional redemption. The City shall return any Warrants surrendered on the specified date of redemption to the Owners of such Warrants. The failure of the City to redeem any Warrant called for conditional redemption as provided in this Section shall not constitute a default by the City in payment of the principal of or interest on such Warrant.

(c) The City shall establish a Defeasance Fund for all Warrants (or portions thereof) called for optional redemption.

Section 7.02 Notice of Redemption of Warrants

(a) The Paying Agent will give notice of redemption, in the name and at the expense of the City, to the Owner of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed date of redemption by United States registered or certified mail (first class, postage prepaid) or, if the Securities Depository or Securities Depository Nominee is the Owner, at the times and in the manner as provided in the applicable rules and procedures of the Securities Depository, at the address of such Owner appearing in the Warrant Register; provided, however, any Owner may waive the requirement of notice as to the redemption of the Warrant or Warrants thereof. The Paying Agent and the City are not required to give notice of redemption to any Beneficial Owner.

(b) All notices of redemption shall state (i) the Warrants to be redeemed; (ii) the date of redemption; (iii) the redemption price; (iv) whether such redemption is mandatory or optional; (v) the principal amount of Warrants to be redeemed, and, if less than all Warrants then Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed; (vi) that on the date of redemption the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date; (vii) to the extent required for Warrants in certificated form, the place or places where the Warrants to be redeemed are to be presented and surrendered for payment of the redemption price; and (viii) if applicable, the terms upon which any optional redemption is contingent upon specified conditions.

(c) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this Section.

Section 7.03 Payment of Redemption Price of Warrants

In the manner and as provided in this Ordinance for the payment of the Warrants:

(1) the City shall pay the redemption price of all Warrants (or portions thereof) called for optional redemption solely from the Defeasance Fund established therefor on the date specified for redemption thereof; and

(2) the City shall pay the redemption price of all Warrants called for mandatory redemption solely from the Warrant Fund on the date specified for redemption thereof.

ARTICLE 8

Transfer, Exchange and Replacement of Warrants

Section 8.01 Transfer and Exchange of Warrants

(a) The Owner of any Warrant may transfer such Warrant by surrender of such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor and by payment in advance in immediately available funds of all expenses and governmental charges of the City and the Paying Agent in connection with such transfer, whereupon the City will execute, and the Paying Agent will authenticate, register and deliver to such transferee as directed in writing by such Owner a new Warrant of like tenor and the same series, dated the date of transfer, and in a principal amount in Authorized Denominations equal to the outstanding principal amount of the Warrant so surrendered.

(b) The Owner of any Warrant in a principal amount in excess of the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in a principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The Owner of two or more Warrants having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

(c) The Paying Agent is not required to transfer or exchange any Warrant during the period beginning on a Record Date and ending on the then next succeeding Stated Interest Payment Date, and in the event that any Warrant (or any part thereof) is duly called for optional redemption (in whole or in part), the Paying Agent is not required to register or transfer any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(d) All Warrants issued upon any transfer or exchange of Warrants are the valid obligations of the City and entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange.

Section 8.02 Replacement of Warrants

(a) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant so that the same is not held by an Person as his property, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, and payment of any governmental charges and expenses of the City in connection therewith, then, in the absence of actual notice to the City and the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute, and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and the same series, dated the date of replacement, and in a principal amount in Authorized Denominations equal to the outstanding principal amount of the Warrant so replaced.

(b) Every Warrant issued in lieu of any destroyed, lost or stolen Warrant will constitute an original additional contractual obligation of the City.

ARTICLE 9

Source of, and Provisions for, Payment of Warrants

Section 9.01 General Obligation

(a) The City covenants and agrees the indebtedness evidenced and ordered paid by the Warrants is a general obligation of the City for the punctual payment of the principal of, premium (if any) and interest on which the full faith and credit of the City are hereby sacredly and irrevocably pledged.

(b) The Warrants are solely an obligation of the City and shall never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power of the State of Alabama.

Section 9.02 Payment of Warrants

(a) (1) The City orders and directs the Chief Financial Officer and the Paying Agent to pay, solely from the Warrant Fund or a Defeasance Fund, as applicable, to the Owners, in lawful money of the United States of America immediately available and without deduction for exchange, fees or expenses, (i) interest on the Warrants due on any Stated Interest Payment Date to the Owners in whose names the Warrants are registered in the Warrant Register at the close of business on the Record Date for such Stated Interest Payment Date, and (ii) interest on the Warrants due upon redemption on any date other than an Stated Interest Payment Date, and (iii) principal of the Warrants due on any stated maturity date or redemption date therefor only upon surrender thereof at the Principal Office of the Paying Agent;

(2) Upon the written request of the Owner of any Warrant in a principal amount of not less than $1,000,000, the Paying Agent will make payment of the principal of, premium (if any) and interest on such Warrant by wire transfer to an account of such Owner maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, if such written request contains adequate instructions for the method of payment and final payment of principal is made upon such surrender of the Warrant or Warrants.

(b) If any payment is due pursuant to Section 9.02(a) on a day which is not a Business Day, such payment shall be made, in the same amount, on the first succeeding day which is a Business Day, with the same effect as if made on the date on which such payment was due.

(c) All payments to the Owners of principal of, premium (if any) and interest on the Warrants on behalf of the City or the Paying Agent shall be valid and effectual to discharge, satisfy and terminate the liability of the City and the Paying Agent to the extent of the amounts so paid.

Section 9.03 The Warrant Fund

(a) The City establishes a special fund designated the "Warrant Fund" to be held and applied by the Paying Agent under this Ordinance solely for the payment of the principal of, premium (if any), and interest on the Warrants.

(b) The Chief Financial Officer is authorized and directed to deposit into the Warrant Fund the following amounts on the following dates:

(1) on or before the fifteenth day of each January and July, an amount equal to the interest becoming due on the Warrants on the next succeeding Stated Interest Payment Date;

(2) on or before the fifteenth day of each July, an amount equal to the principal maturing or subject to mandatory redemption on the next succeeding principal payment date with respect to the Warrants;

(3) such amounts, if any, at such times as shall provide funds in the Warrant Fund sufficient for the payment of the principal of and interest on the Warrants in full when due.

(c) The City authorizes and directs the Paying Agent to deposit in the Warrant Fund any funds received by the Paying Agent with written directions from an Authorized City Representative to deposit such funds in the Warrant Fund.

(d) (1) The Paying Agent shall invest the amounts at any time on deposit in, or credited to, the Warrant Fund (the "Warrant Fund Amount") as directed in writing by the City and subject to the following provisions therefor:

(i) the Warrant Fund Amount shall be invested only in Authorized Investments which mature or are subject to redemption by the Paying Agent at times and in amounts sufficient for the purposes of the Warrant Fund;

(ii) the Warrant Fund Amount shall be increased by all income and profits, and decreased by all losses, resulting from the investment thereof;

(iii) all income and profits from investment of the Warrant Fund Amount shall remain in the Warrant Fund and be credited against the next succeeding deposits required therein;

(iv) the Paying Agent will not be liable for any loss resulting from investment of the Warrant Fund Amount except to the extent such loss resulted from the gross negligence or willful misconduct of the Paying Agent.

(2) The Paying Agent will cause the Warrant Fund Amount to be secured as provided by Applicable Law for public funds.

(e) The City and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 12 months from the date of receipt of such income or profits.

(f) The Paying Agent shall transfer to the City all amounts in the Warrant Fund remaining after the Warrants shall have been Fully Discharged and after all fees and expenses of the Paying Agent shall have been paid.

Section 9.04 Discharge and Defeasance of Warrants

(a) From and after the date on which a Warrant shall be Fully Discharged, the obligations of the City for the payment of any amount of principal of, premium (if any) or interest on such Warrant from the general funds and revenues of the City lawfully available therefor are fully discharged, satisfied and terminated.

(b) The City may provide for the payment of any of the Warrants by establishing a Defeasance Fund for such purpose with the Paying Agent, for the exclusive and sole benefit of the Owners of the Warrants to be paid therefrom, and depositing therein cash or U.S. Government Obligations which (assuming the due and punctual payment of the principal of and interest on such U.S. Government Obligations) will provide funds sufficient to pay in full the principal of, premium (if any) and interest on such Warrants as the same becomes due and payable until the maturity or redemption of such Warrants; provided, however, that:

(1) such U.S. Government Obligations must not be subject to redemption prior to their respective maturities at the option of the issuer thereof;

(2) if any of such Warrants are to be redeemed in advance of stated maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Ordinance and such Warrants or (ii) the City will confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the City; and

(3) the Paying Agent shall have received (i) an Opinion of Bond Counsel to the effect that establishment of such Defeasance Fund will not cause interest on any of such Warrants to be or become Taxable, and (ii) in circumstances where funds are deposited into the defeasance trust fund more than 90 days in advance of the redemption of the Warrants, a certificate of an Auditor to the effect that the funds on deposit in such defeasance trust fund and the income therefrom without reinvestment will be sufficient to pay when due the principal of, premium if any and interest on such Warrants.

(c) The Paying Agent may invest any investment proceeds received by the Paying Agent in a Defeasance Fund in U.S. Government Obligations.

(d) The Paying Agent will apply all amounts in a Defeasance Fund solely for the payment of the principal of, premium (if any) and interest on the Warrants with respect to which such fund was established.

Section 9.05 Funds for Payment of Unsurrendered Warrants to be Held in Separate Trust; Repayment of Unclaimed Money

(a) If an Owner fails to present or surrender the Warrant or Warrants thereof on any date fixed or scheduled for payment of principal thereof, the Paying Agent shall transfer amounts held in the Warrant Fund, or in a Defeasance Fund, as applicable, sufficient for the payment of principal of, premium (if any) and interest on such Warrant or Warrants to a separate trust fund created by the Paying Agent for such purpose and hold such amounts in trust for the sole benefit of the Persons entitled thereto, which amounts shall not be invested.

(b) The City authorizes and directs the Paying Agent to pay such amounts to the Owner of such Warrants upon presentation thereof, subject to Section 9.05(c).

(c) Any amounts held in trust by the Paying Agent pursuant to this Section which are unclaimed for three (3) years after the date on which payment thereof was due to have been made shall, subject to Applicable Law, be paid to the City upon written request of an Authorized City Representative and the Owner of any such Warrant or Warrants to be paid from such amounts shall thereafter, as an unsecured general creditor, have recourse only to the City for payment thereof, and all liability of the Paying Agent with respect to such trust money shall cease; provided, however, the Paying Agent may, prior to payment of such amounts to the City and at the written direction and expense of the City, publish notice once, by newspaper of general circulation within the jurisdiction of the City or by such Electronic Means as the Paying Agent determines is appropriate, that such amounts remain unclaimed and that, after a date specified in such notice (which shall be not less than 30 days after publication of such notice), such amounts will be paid to the City.

ARTICLE 10

Covenants of City Regarding Federal Tax Matters

(a) The City covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The City covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

ARTICLE 11

Special Agreements by Owners and Beneficial Owners of Warrants

As a condition of, and as a consideration for, the issuance of the Warrants, each Owner and Beneficial Owner agrees, by acquisition of a Warrant or a beneficial interest therein:

(a) Exempt Persons.

No covenant or agreement contained in the Warrants or in this Ordinance shall operate or be construed as a covenant or agreement of any officer, agent, employee, or member of the governing body, of the City or of the Paying Agent in its individual capacity, and none of such Persons nor any officer executing the Warrants shall be liable personally on the Warrants or be subject to any personal liability or accountability by reason of the issuance of the Warrants and any liability of every name and nature, either at common law or in equity or by constitution or statute, and all such rights and claims against every such officer, employee, or member of the governing body of the City are irrevocably waived and released.

(b) Operation of Book-Entry System.

The City and the Paying Agent have not undertaken, directly or indirectly, to provide, and therefore shall have no liability, obligation, or responsibility to any Person (including without limitation Beneficial Owners, Direct Participants, and Indirect Participants) for (i) the accuracy of any records maintained by the Securities Depository or any Direct Participant or Indirect Participant, or (ii) the payment by the Securities Depository or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, interest on or premium (if any) on, any of the Warrants, or (iii) the delivery, or timeliness of delivery by the Securities Depository or any Direct Participant or Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under this Ordinance to be given to such Beneficial Owner, or (iv) any act (including without limitation any consent to, or waiver of, any action or inaction) of whatever nature or type by the Securities Depository or Securities Depository Nominee, as Owner.

(c) Transfer, Exchange and Replacement of Warrants; Defenses of City.

(1) The Warrants will be transferred, exchanged and replaced only in accordance with the provisions of this Ordinance.

(2) Each Person who acquires a Warrant, or a beneficial interest therein, will be subject to all defenses and rights of the City at law or in equity and to all payments of principal thereof and interest thereon made by the City.

(3) The provisions of Article 8 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

(d) Ordinance is Contract.

The Owner or Beneficial Owner thereof is legally bound by the terms and provisions of this Ordinance as a contractual agreement under the laws of the State of Alabama by the City and each Owner and Beneficial Owner.

ARTICLE 12

The Paying Agent

Section 12.01 Designation of Paying Agent

The City designates and appoints Regions Bank as the depository for the Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 12.02 Payments at Par

(a) The Paying Agent agrees with the Owners of the Warrants that it will make all remittances of principal of, premium (if any), and interest on the Warrants from money supplied by the City for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses.

(b) The City covenants and agrees with the Owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

Section 12.03 Rights of Paying Agent

(a) The Paying Agent shall not be liable except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(b) The Paying Agent:

(1) may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof;

(2) may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof;

(3) need not recognize a Owner of a Warrant as such without the satisfactory establishment of his title to such warrant;

(4) shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party;

(5) shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services;

(6) may be the Owner of Warrants as if not Paying Agent hereunder;

(7) shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it;

(8) shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Ordinance;

(9) may make any investments permitted hereby through it's own investment department or affiliated entity, and any Authorized Investments issued or held by it hereunder shall be deemed investments and not deposits;

(10) shall, upon reasonable request, advise the City of the amount at the time on deposit in any of the special funds herein created;

(11) shall have no obligation to file financing statements or continuation statements.

(c) Any action taken by the Paying Agent at the request of and with the consent of the Owner of a Warrant will bind all subsequent Owners of the same Warrant and any warrants issued hereunder in lieu thereof.

(d) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(e) The recitals of fact herein and in the Warrants are statements by the City and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Ordinance. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(f) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Ordinance, and final payment of the Warrants.

(g) The Paying Agent shall have the right to accept and act upon directions or instructions given by an Authorized City Representative pursuant to this Ordinance or any other document reasonably relating to Warrants issued hereunder and delivered using Electronic Means. If the City elects to give the Paying Agent directions or instructions using Electronic Means and the Paying Agent in its discretion elects to act upon such directions or instructions, the Paying Agent's understanding of such directions or instructions shall be deemed controlling. The City understands and agrees that the Paying Agent cannot determine the identity of the actual sender of such directions or instructions and that the Paying Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized City Representative listed on the incumbency certificate provided to the Paying Agent have been sent by such Authorized City Representative. The City shall be responsible for ensuring that only Authorized City Representatives transmit such directions or instructions to the Paying Agent and that all Authorized City Representatives treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Paying Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 12.04 Resignation and Removal; Appointment of Successor

(a) The City may remove and discharge the Paying Agent from all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such removal and discharge by certified or registered mail to the Paying Agent not less than 30 days prior to the date when such removal shall take effect.

(b) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the City not less than 30 days prior to the date when such resignation shall take effect.

Section 12.05 Qualification of and Acceptance of Appointment by Successor

(a) If at any time the Paying Agent shall be removed, resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the City shall promptly appoint a successor Paying Agent.

(b) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least $100,000,000.

(c) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 12.06 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 13

Operation of Ordinance as a Contract

Section 13.01 Provisions of Ordinance a Contract

The terms and provisions of this Ordinance constitute a contractual agreement under the laws of the State of Alabama by the City and the Owners.

Section 13.02 Construction

(a) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(b) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 13.03 Governing Law

This Ordinance is made pursuant to, and is construed in accordance with and governed by, the laws of the State of Alabama.

Section 13.04 Entitlement of Authenticated Warrants to Benefit of Ordinance

The executed Certificate of Authentication and Registration on a Warrant shall, without more, conclusively establish the authentication and delivery of such Warrant under this Ordinance and the entitlement of such Warrant to the equal and proportionate benefit of this Ordinance as provided herein.

Section 13.05 Enforceability and Severability

The provisions of this Ordinance are severable. In the event that any one or more of such provisions of this Ordinance or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants will be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 13.06 Expenses of Collection

The City hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Owners of the Warrants all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

Section 13.07 Remedies

The City covenants and agrees:

(a) the Owners shall have all rights and remedies for the enforcement of the Warrants and this Ordinance as may be provided by Applicable Law; and

(b) the Chief Financial Officer of the City is subject to mandamus in the event such officer has money available for payment of principal of, premium (if any) and interest on the Warrants and does not apply such money (and investment earnings thereon), when and as required by the Warrants and this Ordinance, to the payment of the principal of, premium (if any) and interest on the Warrants when due and payable in each Fiscal Year in amounts sufficient for such purposes.

The foregoing Ordinance is adopted on this 19th day of August, 2025.

_____
Council President

SEAL

Attest: _____
City Clerk

* * * * * * * * * * * * * * *

Transmitted to and approved by the Mayor this 19th day of August, 2025.

_____
Mayor of the City of Tuscaloosa, Alabama

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the Ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the Ordinance be given. The motion was seconded by Councilmember _____ and on roll call was unanimously adopted, those answering aye being:

Ayes: Kip Tyner, Council President, District Five
Joe Eatmon, District One
Raevan Howard, District Two
Norman Crow, District Three
Lee Busby, District Four
John Faile, District Five
Cassius Lanier, District Six

Nays: _____

The Council President declared the motion unanimously carried.

After said Ordinance had been discussed and considered in full by the Council, it was moved by Councilmember _____ that the Ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of the Ordinance, the roll was called with the following results:

Ayes: Kip Tyner, Council President, District Five
Joe Eatmon, District One
Raevan Howard, District Two
Norman Crow, District Three
Lee Busby, District Four
John Faile, District Five
Cassius Lanier, District Six

Nays: _____

The Council President thereupon declared said motion carried and the Ordinance passed and adopted as introduced and read.

* * * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes and Waiver of Notice

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Tuscaloosa, Alabama recorded in, the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and Ordinance therein.

_____
Council President

_____
Member of the City Council

_____
Member of the City Council

_____
Member of the City Council

_____
Member of the City Council

_____
Member of the City Council

_____
Member of the City Council

SEAL

Attest:_____
City Clerk

EXHIBIT A

Form of Warrant

The Warrant has not been registered under the Securities Act of 1933, as amended, in reliance upon applicable exemptions. The City shall transfer this Warrant only upon presentation and surrender hereof by the registered owner of this Warrant (set forth in the Warrant Register of the City therefor) in compliance with the within-referenced Ordinance and applicable federal and state securities laws and subject to all rights and defenses of the City at law or in equity.

UNITED STATES OF AMERICA
STATE OF ALABAMA

CITY OF TUSCALOOSA, ALABAMA

GENERAL OBLIGATION WARRANT
SERIES 2025-B

Registered Owner:					**Warrant No.**
CEDE & CO.					**R-__**
Dated Date:	**Principal Amount:**	**Interest Rate per annum:**	**Stated Interest Payment Dates:**	**Maturity Date:**	**CUSIP:**
August 26, 2025	**$_____**	**_____%**	**February 1 and August 1**	**August 1, 20__**	**900577**

Authorization of Indebtedness and Payment

The City of Tuscaloosa, a municipal corporation under the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to the Registered Owner, or registered assigns, in the Principal Amount of _____ Dollars and hereby orders and directs the Chief Financial Officer of the City to pay to the Registered Owner of this Warrant, through Regions Bank (and successors) as Paying Agent, as provided in the within Ordinance (i) the Principal Amount on the Maturity Date, subject to redemption (in whole or in part) in advance of maturity, and (ii) the interest accrued on the Principal Amount at the Interest Rate, computed from the Dated Date as provided in the Ordinance, on the Stated Interest Payment Dates and on each date fixed for redemption (in whole or in part) of this Warrant.

Ordinance

This Warrant is one of the General Obligation Warrants, Series 2025-B (the "Warrants") issued by the City pursuant to the Constitution and laws of the State of Alabama and an Ordinance and related proceedings of the City (the "Ordinance"). The Ordinance is held by the Paying Agent and constitutes a contractual agreement binding upon the City and the registered owners of the Warrants under the laws of the State of Alabama for the payment of, and security for, the Warrants; the registration, transfer, exchange and replacement of the Warrants; the redemption in advance of maturity of the Warrants; the defeasance of the Warrants; the rights and duties of the City and the Paying Agent; and the enforcement of the Ordinance.

Redemption

(a) The Warrants with stated maturities on August 1, 2036 and thereafter are subject to prior redemption, at the option of the City, in whole or in part in multiples of an Authorized Denomination, on August 1, 2035 or on any Business Day thereafter, in such principal amounts and in such order of maturities as the City shall specify and by lot within a maturity, at a redemption price for each Warrant (or principal portion thereof) redeemed equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Warrants having stated maturities on August 1, 2045 are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on August 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

Year	Principal Amount Subject to Redemption
2043	$2,565,000
2044	2,685,000

The principal amount of $2,810,000 of the Warrants having stated maturities on August 1, 2045 shall be paid and retired at maturity on August 1, 2045.

(c) The Warrants having stated maturities on August 1, 2050 are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on August 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

Year	Principal Amount Subject to Redemption
2046	$2,940,000
2047	$3,080,000
2048	$3,230,000

2049	$3,385,000

The principal amount of $3,545,000 of the Warrants having stated maturities on August 1, 2050 shall be paid and retired at maturity on August 1, 2050.

(d) The Warrants having stated maturities on August 1, 2055 (with a stated interest rate of 4.875%) are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on August 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

Year	Principal Amount Subject to Redemption
2051	$1,915,000
2052	$2,010,000
2053	$2,105,000
2054	$2,210,000

The principal amount of $2,315,000 of the Warrants having stated maturities on August 1, 2055 shall be paid and retired at maturity on August 1, 2055.

(e) The Warrants having stated maturities on August 1, 2055 (with a stated interest rate of 5.250%) are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on August 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

Year	Principal Amount Subject to Redemption
2051	$1,800,000
2052	$1,895,000
2053	$1,995,000
2054	$2,100,000

The principal amount of $2,210,000 of the Warrants having stated maturities on August 1, 2055 shall be paid and retired at maturity on August 1, 2055.

Estoppel

The City recites, certifies and declares that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the authorization, execution, registration and issuance of this

Warrant and the adoption of the Ordinance, have happened, do exist and have been performed in due time, form and manner as so required by law, and that the above Principal Amount of this Warrant, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

Testimonium

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its name and on its behalf by the Mayor of the City, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the City, and has caused this Warrant to be dated the Dated Date.

CITY OF TUSCALOOSA, ALABAMA

By:_____
Mayor

SEAL

Attest:_____
City Clerk

REGISTRATION CERTIFICATE

The undersigned certifies that this Warrant has been duly registered as a claim against the City of Tuscaloosa, in the State of Alabama, and the Warrant Fund established under the Ordinance referenced herein.

_____
Chief Financial Officer of the City of Tuscaloosa, Alabama

AUTHENTICATION AND REGISTRATION DATE: AUGUST 26, 2025

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Warrant is hereby authenticated and has been registered by the City of Tuscaloosa, Alabama on the Warrant Register thereof maintained with the Paying Agent in the name of the above Registered Owner on the Authentication and Registration Date noted above.

REGIONS BANK

By _____
Its Authorized Officer

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

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)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the 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).

Notice By Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Ordinance referenced in the within Warrant), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Ordinance referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

EXHIBIT B

Proceeds Fund Requisition

Proceeds Fund Requisition

To: Regions Bank

Re: Proceeds Fund under Ordinance No. ____ of the City of Tuscaloosa, Alabama

Date: _____, 20___

Req. No. _____

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1. Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the above Ordinance.

2. This Requisition is delivered to you for the payment from the Proceeds Fund of the amount(s) to the Person(s) for the Authorized Purpose Costs set forth below or attached hereto:

   (a) Amount: _____

   (b) Payee: _____

   (c) Authorized Purpose Costs:

   _____

   _____

   _____

3. The City represents that this Requisition is delivered pursuant to the above Ordinance by an Authorized City Representative for purposes for which the Net Warrant Proceeds are authorized to be expended under the Ordinance.

CITY OF TUSCALOOSA, ALABAMA

By

_____

Its

_____

FUNDING REQUIRED: ☐Yes ☐No

_____
_____
_____
_____
_____
_____
_____
_____

By:_____
Chief Financial Officer

COUNCIL ACTION

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

OCA-25-0703

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:

Hunter Brown *Attorney Fee for client case #MC2025-540*	$497.00
Hunter Brown *Attorney Fee for client case #MC2025-852*	$385.00
Tawana Witherspoon *River Market event Refund*	$1,165.60
Monica Sears *River Market event Refund*	$727.95
Sterling Sanders *Water meter refund*	$1,120.00
Blue Cross Blue Shield of Alabama *Access2Day Health July 2025*	$49,486.76
Blue Cross Blue Shield *August 2025 self-funded monthly account summary*	$174,049.03

TOTAL: $227,430.74
Prepared: City Clerk
Requested: Accounting & Finance
Agenda: 8-19-2025

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