

TUSCALOOSA CITY COUNCIL MEETING SYNOPSIS

Tuesday, June 18, 2024

CONVENED: 6:00 p.m.

MEMBERS PRESENT

Mayor Walt Maddox

President Pro Tem Tyner

Councilmembers Wilson, Howard, Crow, Busby, Faile and Lanier

ABSENT

BUSINESS CONDUCTED: All votes are unanimous unless otherwise indicated.

Approved minutes of previous meeting **(L/B)**

PROCLAMATIONS AND STATEMENTS BY MAYOR AND COUNCIL

President Pro Tem Tyner presented a proclamation to Chris Meggs proclaiming the week of June 17th through June 21st to be "Waste and Recycling Workers Week."

Mayor Maddox, Councilmembers Wilson and Howard entered the meeting at 6:04 p.m.

AGENDA ITEM COMMENTS BY CITIZENS

UNFINISHED BUSINESS

Withdrew the resolution to repeal prior resolutions establishing a Public Art Committee and public art guidelines to establish a Public Art Advisory Committee (A18-1476 & A21-0497) **(tabled on 5-14-24)**. **(C/B)**

CONSENT AGENDA

Approved items "a through d" on the consent agenda. **(Ty/W)**

PUBLIC HEARINGS

Ordered demolition of the structure at 2420 14th Street. **(Ty/H; Sam Rex with UD- Inspections gave a departmental report. Mr. Rex stated it was his department's recommendation to proceed with the demolition. The property owner was not present to answer questions from the Council. No one spoke in favor of or in opposition to the demolition.)**

RESOLUTIONS AND ORDINANCES NOT OF A GENERAL NATURE OR PERMANENT OPERATION

Authorized a contract with O'Connor Art Studios, LLC. for a public art display; total: \$332,650.00 (OCA-24-0639). **(Ty/H, W - No)**

Authorized a professional services contract with Totalcom, Inc. for professional marketing services; total: \$75,000.00 (OCA-24-0667). **(L/Ty)**

Authorized a minor public works contract with Vetro, Inc.; total: \$22,000.00 (OCA-24-0774). **(Ty/C)**

Authorized a funding agreement with Benjamin Barnes YMCA; total: not to exceed \$270,000.00 (OCA-24-0747). **(Ty/H)**

Authorized a minor public works contract with Ryan Metalworx, Inc; total: \$2,825.00 (OCA-24-0764). **(B/Ty)**

Authorized a minor public works contract with Scales Plumbing, Heating, and Air Conditioning; total: \$2,490.00 (OCA-24-0763). **(Ty/L)**

Authorized a contract for professional engineering and related services with Krebs Engineering, Inc.; total: \$66,740.00 (OCA-24-0758). **(Ty/W)**

Authorized a professional services contract with Ward Scott Morris Architecture, Inc. for architectural and related services; total: not to exceed: \$164,750.00 (OCA-24-0775). **(W/H)**

Authorized a disbursement from district 7 improvement funds for the Ivy Foundation; total: \$2,500.00 (OCA-24-0797). **(W/H)**

Authorized the use of an electronic vote counting system (OCA-23-1457). **(W/H)**

Appointing Haley Abbett to assist the absentee election manager in the performance of duties related to the 2024 Ad Valorem School Tax Election (OCA-23-1457). **(Ty/C)**

Adopting amendment no. 2 to the Fiscal Year 2024 General Fund Reserve for Future Improvements Fund Budget (A98-0470). **(L/W)**

ORDINANCES AND RESOLUTIONS OF A GENERAL NATURE OR PERMANENT OPERATION

FOR INTRODUCTION

Introduced Zoning Amendment 1528 rezoning approximately 1.86 acres located at and around 8600 Highway 69S from R-1 to BN; Gonzales-Strength & Associates, Inc. (OCA-24-0814/ Z-03-24). **(W/H)**

Adopted Ordinance No. 9520 by amending Ordinance No. 9519 Adopting amendment no. 6 to the Elevate Tuscaloosa Fund Budget (A23-1516)(may be adopted by unanimous consent following introduction). **(intro: Ty/L; unanimous: Ty/W)**

Adopted Ordinance No. 9521 by amending Ordinance No. 7474 Establishing Rates for Franchised Ambulance Service (OCA-24-0707). (may be adopted by unanimous consent following introduction). **(intro: W/H; unanimous: Ty/H)**

Adopted Ordinance No. 9522 by granting a non-exclusive franchise agreement to Crown Castle Fiber, LLC, its successors or assigns, to construct, operate, and maintain a telecommunications system within the corporate limits of the City of Tuscaloosa (OCA-24-0297). (may be adopted by unanimous consent following introduction). **(intro: Ty/H; unanimous: Ty/L)**

Adopted Ordinance No. 9523 setting Compensation for Municipal Workers for The City of Tuscaloosa (OCA-23-1457) (may be adopted by unanimous consent following introduction). **(intro: W/Ty; unanimous: Ty/L)**

Adopted Ordinance No. 9524 establishing Poll Hours (OCA-23-1457)(may be adopted by unanimous consent following introduction). **(intro: Ty/L; unanimous: Ty/C)**

FOR ADOPTION

Set July 16, 2024 as the date for a public hearing to consider Zoning Amendment 1528 (Gonzalez-Strength & Associates, Inc.; OCA-24-0814/ Z-03-24). **(Ty/H)**

AUDITING ACCOUNTS

Authorized the payment of bills; total: \$700,579.59. **(H/B)**

OTHER MATTERS BROUGHT BEFORE THE COUNCIL

Mr. Collins addressed the Council regarding the location of the statues honoring the four Tuscaloosa men who died in the Marshall plane crash. He stated he would like to see the statue located at the intersection of 15th St. and MLK.

President Pro Tem Tyner invited citizens to attend a presentation of the preliminary designs for the Brookhill Road Project Monday, June 24, at the McAbee Center from 6:00 – 7:30. He also encouraged citizens to attend a come and go meeting for the University Blvd. Improvements Project Thursday, June 27, from 5:00 – 7:00.

Mayor Maddox reminded citizens that City Hall would be closed Wednesday, June 19th in observance of Juneteenth and that garbage routes would be pushed back one day. He also thanked the ESD members who attended the meeting and all ESD workers for their hard work every day.

POLICY IMPLEMENTATION BY 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.”

ADJOURNED 6:19 p.m. (Ty/H)

Haley S. Abbett
Acting City Clerk 

Following each item of business are the initials of the Councilmember who introduced the item and the Councilmember who seconded the matter: W-Wilson, H-Howard, C-Crow, B-Busby, T-Tyner, F-Faile, L- Lanier. Only “No” votes are distinguished.

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SBH
Requested: Admin Date: 5/07/2024
Council Presentation: 05/14/2024
Suspension of Rules: No

RESOLUTION

RESOLUTION TO REPEAL PRIOR RESOLUTIONS ESTABLISHING PUBLIC ART COMMITTEE AND PUBLIC ART GUIDELINES AND TO ESTABLISH A PUBLIC ART ADVISORY COMMITTEE (A18-1476 & A21-0497)

WHEREAS, the City of Tuscaloosa has previously established a Public Art Committee and Public Art Guidelines through resolutions adopted on November 13, 2018, and amended on June 14, 2022; and,

WHEREAS, it is necessary to repeal the aforementioned resolutions and establish a Public Art Advisory Committee to continue to advise and recommend a public art program; and,

WHEREAS, the City of Tuscaloosa should pledge 1% of estimated costs of construction for each Elevate Tuscaloosa construction project for the procurement and installation of public art as part of the project. This commitment may be limited by constraints that may be imposed by funding requirements (such as federal or third party grant requirements), or other project specific constraints or conditions.

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

1. That all prior resolutions establishing the Public Art Committee and Public Art Guidelines, including but not limited to Resolutions adopted on September 21, 2021, and November 13, 2018, and amended on June 14, 2022, are hereby repealed in their entirety.
2. That a Public Art Advisory Committee is hereby established to advise and recommend a public art program for the City of Tuscaloosa. The Public Art Advisory Committee shall report to the Director of Arts and Entertainment.
3. The Public Art Advisory Committee shall be comprised of the following members:
 - a. A representative of the Arts and Humanities Council of Tuscaloosa.
 - b. A representative of the Kentuck Art Center.
 - c. A representative of the community appointed by the Director of Arts and Entertainment.

- d. A member of the Arts Faculty from Shelton State Community College, the University of Alabama, or Stillman College. This position shall be selected by the Committee from applicants from the educational institutions.
 - e. A representative of the Department of Arts and Entertainment selected by its Director.
4. That the Public Art Advisory Committee will meet as needed and called by the Director of Arts and Entertainment.
 5. Quarterly reports will be sent to the Director of Arts and Entertainment stating the number of projects the Public Art Advisory Committee is considering, their locations, RFPs submitted, etc.
 6. Members of the Public Art Advisory Committee serve at the pleasure of the Director of Arts and Entertainment and will serve a term of two years. Members may be reappointed and will serve following the expiration of their term until their successor is appointed.
 7. That the Public Art Advisory Committee will recommend projects to the Director of Arts & Entertainment. The Director of A&E will be responsible for presenting the recommendations of the Committee to the Chief Operations Officer and the Mayor for final approval and notify the Committee of their decision.

FUNDING REQUIRED: Yes No

By: _____

Chief Financial Officer

COUNCIL ACTION

Resolution Tabled for 4 weeks

Ordinance on 5/14/24 (B/C-7) (H. CARSON)

Introduced _____

Passed Heley Abbott

2nd Reading Heley Abbott

Unanimous Acting City Clerk

Failed _____

Tabled _____

Amended _____

Comments: _____

Withdrawn 6/18/24

(C/B-7)

Heley Abbott

Acting City Clerk

APPROVED AS TO FORM

[Signature]
Office of the City Attorney

Prepared By: CJE/rd
Requested by: OCA
Council Presentation: 06/18/2024
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO
CORLETTA HAMLETT IN SETTLEMENT OF CLAIM
(OCA-24-0816)

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 \$282.55, payable to Corletta Hamlett when on or about May 30, 2024, she was driving near the 4400 Block of East Cypress Creek Avenue when a City grass cutting worker's weed eater threw something breaking the back passenger window of her vehicle.

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

FUNDING REQUIRED: Yes No

10104081-3060

By: *Carly Standley*
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/14/24
Ordinance _____
Introduced (T/W-Y)
Passed _____
2nd Reading Spaly Albert
Unanimous _____
Failed Missing City Clerk
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: CJE/rd
Requested by: OCA
Council Presentation: 06/18/2024
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO
JEFFREY KONIECZKI IN SETTLEMENT OF CLAIM
(OCA-24-0778)

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 \$1,210.50, payable to Jeffrey Konieczki when on or about May 20, 2024, City crews were picking up trash from behind his fence located at 10 Country Club Circle when the claw from the trash truck accidentally hit the fence causing damage to it.

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

FUNDING REQUIRED: Yes No
10104081-3060

By: 
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance _____
Introduced (H/W-Y)
Passed _____
2nd Reading Apply letter
Unanimous _____
Failed _____
Tabled Noting City Clerk
Amended _____
Comments: _____

RESOLUTION

RESOLUTION AWARDING COMPETITIVE BID(S) TO NON-LOW
BIDDER BUT TO LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR THE PURCHASE, ETC. OF

FIRE HOSE
BID NO. 6010-060724-2

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

WHEREAS, the said bids have been analyzed and reviewed by the appropriate department(s) to which the matter was referred by the City Council and the said department(s) have recommended that award be made to a bidder who is not the actual lowest bidder but was the lowest responsible responsive bidder taking into consideration the specifications and other requirements; and,

WHEREAS, Dana Safety Supply was the apparent lowest bidder on some items, but was not recommended for award as the lowest responsible responsive bidder.

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

Sunbelt Fire

1 ¾" Hose	\$203.84/each section
2 ½" Hose	\$299.04/ each section
5" Hose	\$817.30/ each section
5" High Pressure Hose	\$1,689.60/ each section

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

FUNDING REQUIRED: Yes No
10106010-4170

By: Carly Standley
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance Adopted 06/18/24
Introduced _____
Passed (T.Y.W. 4)
2nd Reading _____
Unanimous Heley Ablett
Failed _____
Tabled Acting City Clerk
Amended _____
Comments: _____

Prepared: Purchasing
Requested: Purchasing
Agenda: 06/18/2024

RESOLUTION

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

RENTAL OF ONE (1) – 200 TON CHILLER
BID NO. 9068-060324-1

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

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

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

<u>Vendor</u>	<u>Contract Term</u>	<u>Contract Amount</u>
Herc Rentals	Three Year	\$153,000

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

FUNDING REQUIRED: Yes No

10109066-3100 (FY25)

By: Carly Prandley
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance Accepted 6/18/24
Introduced _____
Passed (T/W-Y)
2nd Reading _____
Unanimous Unanimous
Failed _____
Tabled Noting City Clerk
Amended _____
Comments: _____

Prepared: Purchasing
Requested: Purchasing
Agenda: 06/18/2024

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF
THE STRUCTURE AT 2420 14th 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 2420 14th 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 18th day of June 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 2420 14th 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.

Adopted 6/18/24
(7/11/24)
Shelby Abbott
Acting City Clerk

APPROVED AS TO FORM


Office of the City Attorney


Prepared By: SEM/hdh
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CONTRACT WITH O'CONNOR ART STUDIOS, LLC. FOR PUBLIC ART
DISPLAY (BENJAMIN BARNES YMCA)
(OCA-24-0639)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and he is hereby authorized to execute a Contract with O'Connor Art Studios, LLC. for production of a public art display to be located in front of the new Benjamin Barnes YMCA in an amount not to exceed \$332,650.00 and the City Clerk is authorized to attest the same

FUNDING REQUIRED: Yes No
22240270-22500

By: 
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/18/24
Ordinance _____
Introduced (N/A) (W.D)
Passed _____
2nd Reading Adopted
Unanimous _____
Failed _____
Tabled Acting City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SEM/hdh
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH TOTALCOM, INC. FOR PROFESSIONAL MARKETING SERVICES (OCA-24-0667)

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

That the Mayor is authorized to execute a professional services contract in the amount of \$75,000.00 with TotalCom, Inc. for professional marking services for the City of Tuscaloosa Water Campaign and as an act for, and on behalf of the City of Tuscaloosa, the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No
60109040-3100

By: 
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance (4/14-4)
Introduced 4/14-4
Passed 4/14-4
2nd Reading 4/14-4
Unanimous 4/14-4
Failed Acting City Clerk
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SEM/rmm
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: NO


RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
VETRO, INC.
(OCA-24-0774)

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

That the Mayor is authorized to execute a minor public works contract in the amount of \$22,000.00 with Vetro, Inc. for Software & Support Yearly Renewal 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
10104030-3156
60104030-3156

By: 
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/18/24
Ordinance (TIC-7)
Introduced by City Clerk
Passed Unanimous
2nd Reading Adopted
Unanimous Adopted
Failed Adopted
Tabled Adopted
Amended Adopted
Comments: Acting City Clerk

APPROVED AS TO FORM

DO
Office of the City Attorney

Prepared By: OT/hdh
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING FUNDING AGREEMENT WITH
BENJAMIN BARNES YMCA
(OCA-24-0747)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and is hereby, authorized to execute a funding agreement with the Benjamin Barnes YMCA for furniture, fixtures and equipment at the Benjamin Barnes YMCA in an amount not to exceed \$270,000.00, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No
22240270-22500
10802040-22500

By: Carly Grandjean
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/18/24
Ordinance Adopted 6/18/24
Introduced (T/H-Y)
Passed (T/H-Y)
2nd Reading Adopted
Unanimous Adopted
Failed Adopted
Tabled Acting City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SEM/rmm
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
RYAN METALWORX, INC.
(OCA-24-0764)

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

That the Mayor is authorized to execute a minor public works contract in the amount of \$2,825.00 with Ryan Metalworx, Inc. for City Hall Upper Lot Handrails 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
10709042-16153

By: 
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance (B174-4)
Introduced (B174-4)
Passed (B174-4)
2nd Reading Adopted
Unanimous Adopted
Failed _____
Tabled Agreeing City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SEM/rmm
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH
SCALES PLUMBING, HEATING, AND AIR CONDITIONING
(OCA-24-0763)

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

That the Mayor is authorized to execute a minor public works contract in the amount of \$2,490.00 with Scales Plumbing, Heating, and Air Conditioning for purchase and installation of garbage disposals at the Tuscaloosa 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
22009064-23531

By: 
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance _____
Introduced (TFL-Y)
Passed _____
2nd Reading Adopted
Unanimous Adopted
Failed _____
Tabled Acting City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM/hdh
Requested: Projects Date: 06/11/2024
Council Presentation: 06/18/2024
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CONTRACT FOR
PROFESSIONAL ENGINEERING AND RELATED SERVICES WITH
KREBS ENGINEERING, INC.
(OCA-24-0758)

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 engineering and related services with Krebs Engineering, Inc. in the amount of \$66,740.00 for the Mercedes Water Tank Rehab 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
62240280-18018

By: Carly Handley
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance _____
Introduced (T/LW-Y)
Passed _____
2nd Reading _____
Unanimous Study collect
Failed _____
Tabled Acting City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM

DB
Office of the City Attorney

Prepared By: SEM/hdh
Requested By: Projects Date: 06/11/2024
Council Presentation on: 06/18/2024
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH WARD SCOTT MORRIS ARCHITECTURE, INC. FOR ARCHITECTURAL AND RELATED SERVICES (OCA-24-0775)

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

That the Mayor is authorized to execute a Professional Services Contract with Ward Scott Morris Architecture, Inc. in an amount not to exceed \$164,750.00 for Architectural and Related Services for The Gateway Renovation Project, 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
10802030-21021

By: Carly Handidj
Chief Financial Officer

COUNCIL ACTION
Resolution Adopted 06/18/24
Ordinance (W/H-Y)
Introduced (W/H-Y)
Passed affirmative
2nd Reading affirmative
Unanimous Acting City Clerk
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SBH/tj
Requested: Finance Date: 6/11/24
Council Presentation: 6/18/24
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING DISBURSEMENT FROM DISTRICT 7 IMPROVEMENT FUNDS FOR THE
IVY FOUNDATION
(OCA-24-0797)

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

That the Councilmember for Tuscaloosa City Council District 7 has requested that the amount of \$2,500.00 be designated for the Ivy Foundation for their summer mentoring and training program, from the District 7 Improvement Fund, by, and as an act for, and on behalf of the City of Tuscaloosa.

FUNDING REQUIRED: Yes No
10104050-99907

By: Carly Standridge
Chief Financial Officer

COUNCIL ACTION
Resolution Adopted 6/18/24
Ordinance _____
Introduced (w/H.V.)
Passed _____
2nd Reading skipped
Unanimous skipped
Failed _____
Tabled Hearing City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SBH/hdh

Requested: OCA

Presentation on: 06/18/2024

Suspension of Rules: NO

RESOLUTION
RESOLUTION AUTHORIZING THE USE OF ELECTRONIC
VOTE COUNTING SYSTEM
(OCA-23-1457)

WHEREAS, the Ad Valorem School Tax Election is scheduled to take place on September 24, 2024; and,

WHEREAS, Ala. Code §17-7-21 (1975), provides that before a municipality uses an electronic vote counting system for said election, it must first adopt a resolution authorizing, adopting, and directing the use of such electronic vote counting system for use in all elections held in the municipality, and the procedure for implementation; and

WHEREAS, Ala. Code §17-2-4(c) requires the voting system used be accessible for individuals with disabilities and requires that at least one direct recording electronic voting system be available for persons with disabilities at each polling place.

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

1. That electronic voting counting system in the form of a Precinct Ballot Counter, known as "DS-200" is hereby authorized, adopted, and directed to be used in all elections to be held in the City of Tuscaloosa.
2. That pursuant to Ala. Code §17-2-4(c) the ES&S AutoMARK Voter Assist Terminal (VAT) Model 87000 is hereby authorized, adopted, and directed to be used in all elections to be held in the City of Tuscaloosa.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
 Ordinance (W/H-V)
 Introduced _____
 Passed _____
 2nd Reading Adopted
 Unanimous _____
 Failed Acting City Clerk
 Tabled _____
 Amended _____
 Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SBH/hdh

Requested: OCA

Presentation on: 06/18/2024

Suspension of Rules: NO

RESOLUTION

RESOLUTION APPOINTING HALEY ABBETT
TO ASSIST THE ABSENTEE ELECTION MANAGER IN
THE PERFORMANCE OF DUTIES RELATED TO THE
2024 AD VALOREM SCHOOL TAX ELECTION
(OCA-23-1457)

WHEREAS, pursuant to Ala. Code §17-11-15 (1975) the duties with reference to the handling of absentee ballots during any municipal election shall be performed by the City Clerk; and,

WHEREAS, the duties of the absentee election manager are set out in Ala. Code §17-11-2, et seq. (1975), and based on an Attorney General opinion dated April 9, 1996 to the Secretary of State, the absentee election manager may appoint members of his or her staff to assist in the performance of absentee election duties.

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

That Haley Abbett, Assistant to Brandy Johnson, the City Clerk and the absentee election manager, be, and is hereby, appointed to assist the absentee election manager in the performance of the duties of the absentee election manager during the 2024 Ad Valorem School Tax Election.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance _____
Introduced (T/C-F)
Passed _____
2nd Reading Haley Abbett
Unanimous Acting City Clerk
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: LL
Requested: FC 06/11/24
Presentation on: 06/18/24
Suspension of Rules: No

RESOLUTION

**AMENDING THE FISCAL YEAR 2024 GENERAL FUND RESERVE FOR FUTURE IMPROVEMENTS
FUND BUDGET
(AMENDMENT 2 - FY24 GFRFFI BUDGET)
(A98-0470)**

WHEREAS, the Council has determined to re-establish the GFRFFI for Fiscal 2024. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, as follows:

That the resolution previously enacted by the City Council designating a specific amount of the City of Tuscaloosa's General Fund Reserve Fund for Future Improvement (GFRFFI) as encumbered for certain designated public improvement and special projects of the General Fund Department in the stated amount for expenditures in the fiscal year, including continuing encumbrances of unexpended reserve funds in the stated amounts for those projects previously designated in prior years and confirmed therein, be further amended by the language and/or by the addition or subtraction in the amounts as indicated herein. Unless subsequently amended or repealed, any unexpended funds designated or amended herein or previously designated shall remain encumbered through Fiscal 2024.

REVENUES			
PROJECT NAME	CURRENT BUDGET	CHANGE	REVISED BUDGET
Transfer From General Fund	\$ (46,797,487)	\$ (808,980)	\$ (47,606,467)
NET REVENUES		<u>\$ (808,980)</u>	

EXPENSES			
PROJECT NAME	CURRENT BUDGET	CHANGE	REVISED BUDGET
CFG 5 Yr Facility Plan	\$0	\$808,980	\$808,980
NET EXPENDITURES		<u>\$3,450,811</u>	

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

FUNDING REQUIRED: Yes No
Fund 203 – General Fund RFI

By: Carly Handley
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/18/24
Ordinance _____
Introduced (L.W.-1)
Passed _____
2nd Reading Adopted
Unanimous Acting City Clerk
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Prepared By: JPW/rd

Requested: Planning Com/UD Date: 04/15/24

Council Presentation on: 06/18/2024

Suspension of Rules: No


Office of the City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA
AMENDMENT NO. 1528
(OCA-24-0814/Z-03-24)

(Approximately 1.86 acres located at and around 8600 Highway 69 S—
Gonzalez-Strength & Associates, Inc.)
(R-1 to BN)

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

That the Zoning Map of Tuscaloosa, adopted as a part of the Zoning Ordinance of Tuscaloosa be, and the same is hereby, amended and the following zoning classification is changed and established as follows:

Parcel 1

A parcel of land located in the northwest quarter of the southeast quarter of Section 14, Township 22 South, Range 10 West and being a portion of Lot 3, GINJO Subdivision as recorded in the Probate Office of said County in Plat Book 2018 at Page 23, said parcel being more particularly described as follows:

COMMENCE at the southwest corner of said northwest quarter of the southeast quarter of Section 14; thence run North 0 degrees, 23 minutes, 44 seconds East along the west boundary of said quarter-quarter 128.00 feet; thence run South 80 degrees, 13 minutes, 19 seconds East 43.73 feet; thence run South 80 degrees, 10 minutes, 02 seconds East 200.69 feet; thence run South 80 degrees, 16 minutes, 53 seconds East 626.12 feet; thence run South 80 degrees, 15 minutes, 08 seconds East 31.24 feet to the POINT OF BEGINNING; thence run North 21 degrees, 16 minutes, 02 seconds East 257.39 feet; thence run South 68 degrees, 43 minutes, 58 seconds East 50.00 feet to a point on the west right-of-way of Alabama Highway 69, also being the east boundary of said Lot 3, GINJO Subdivision; thence run South 21 degrees, 16 minutes, 02 seconds West along said right-of-way 247.20 feet to the southeast corner of said Lot 3; thence run North 80 degrees, 15 minutes, 08 seconds West along the south boundary of said Lot 51.03 feet to the POINT OF BEGINNING.

Said parcel containing 12,615 square feet or 0.290 acres, more or less.

Parcel 2

A parcel of land located in the west half of the southeast quarter of Section 14, Township 10 West and being more particularly described as follows:

COMMENCE at the southwest corner of the northwest quarter of the southeast quarter of said Section 14; thence run North 00 degrees, 23 minutes, 44 seconds East along the west boundary of said quarter-quarter 128.00 feet; thence run South 80 degrees, 13 minutes, 19 seconds East 43.73 feet; thence run South 80 degrees, 10 minutes, 02 seconds East 200.69 feet to the POINT OF BEGINNING; thence run South 80 degrees, 16 minutes, 53 seconds East 130.12 feet; thence run South 09 degrees, 05 minutes, 15 seconds West 429.25 feet; thence run South 80 degrees, 54 minutes, 45 seconds East 12.45 feet; thence run South 09 degrees, 05 minutes, 15 seconds West 77.95 feet; thence run North 81 degrees, 19 minutes, 32 seconds West 147.36 feet; thence run North 81 degrees, 12 minutes, 32 seconds East 1.10 feet; thence run North 090 degrees, 44 minutes, 59 seconds East 509.74 feet to the POINT OF BEGINNING.

Said parcel containing 68,633 square feet or 1.576 acres, more or less.

The above properties to be annexed into the City under the original zoning of Single-Family Residential District (R-1) to be zoned Neighborhood Commercial District (BN).

BE IT FURTHER ORDAINED that pursuant to Ala Act 2009-629 this Zoning prior to the effective date of the annexation of the subject property shall be null and void by operation of law unless the described property is annexed within 180 days of the initiation of the annexation proceedings.

DESCRIPTION APPROVED BY:



OFFICE OF URBAN DEVELOPMENT

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution Introduced 10/10/24
Ordinance _____
Introduced (WH-7)
Passed _____
2nd Reading definitely ahead
Unanimous _____
Failed _____
Tabled Acting City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: LKJ

Requested: FC 06/18/2024

Presentation on: 06/18/2024

Suspension of Rules: NO

ORDINANCE NO. 9520

AMENDING THE 2024 ELEVATE TUSCALOOSA FUND BUDGET
AMENDMENT 6
(AMENDING ORDINANCE NO. 9519)
(A23-1516)

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

REVENUES		
Category	Current Life Budget	Amended Life Budget
SCF – Capital Campaign	\$ (4,998,000)	\$ (5,261,466)
PY Fund Balance	\$ 0	\$ (1,045,106)
Net Revenues		\$ (1,308,572)

EXPENDITURES		
Category	Current Life Budget	Amended Life Budget
Gateway Discovery Center ETF	\$ 550,000	\$ 2,050,000
TCL Grant Matches	\$ 884,845	\$ 284,845
Springbrook Park	\$ 0	\$ 1,500,000
Univ Blvd Corridor Imprv – ETF	\$ 2,750,000	\$ 3,750,000
Bowers Park – ETF	\$ 1,000,000	\$ 2,000,000
Northern Riverwalk ETF	\$ 500,000	\$ 750,000
Skyland Blvd Streetscape	\$ 500,000	\$ 250,000
Contingency	\$ 3,680,232	\$ 588,804
Net Expenditures		\$ 1,308,572

FUNDING REQUIRED: Yes No
Elevate Tuscaloosa Fund

By: Carly Standley
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24
Ordinance INTRO (T/W-Y)
Introduced UNAN (T/W-Y)
Passed filed
2nd Reading acted
Unanimous acting efficient
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Prepared By: CJE

Requested: Pub.Sfty.Date: 6/11/24

Council Presentation: 6/18/24

Suspension of Rules: NO


Office of the City Attorney

ORDINANCE NO. 9521

ORDINANCE AMENDING ORDINANCE NO.7474 ESTABLISHING RATES
FOR FRANCHISED AMBULANCE SERVICE
(OCA-24-0707)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA as follows:
Rates which may be charged by ambulances services franchised by the City of Tuscaloosa
are hereby amended as follows:

BLS (Non-Emergency)	\$550.00
BLS (Emergency)	\$850.00
ALS 1 (Non-Emergency) (all-inclusive rate except mileage)	\$650.00
ALS 1 (Emergency) (all-inclusive rate except mileage)	\$1,000.00
ALS 2 (Immediate) (all-inclusive rate except mileage)	\$1450.00
Specialty Care Transport (all-inclusive rate except mileage)	\$1,725.00
Oxygen (for BLS runs only)	\$40.00
Disposables (for BLS runs only)	\$40.00
Mileage (Transport only)	\$19.00

Any additional charges (or request for changes) must be approved by the Fire Chief or his designee. Any changes in these charges must be approved by the City Council of Tuscaloosa.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/18/24
Ordinance _____
Introduced Intro (w/H-Y)
Passed Unan (T+H-Y)
2nd Reading _____
Unanimous 4/4/24
Failed _____
Tabled Acting Chief
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: CJE
Requested: Pub. Sfty. Date: 6/11/24
Council Presentation: 6/18/24
Suspension of Rules: NO

ORDINANCE NO. 9522

ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE AGREEMENT TO CROWN CASTLE FIBER LLC, ITS SUCCESSORS OR ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF TUSCALOOSA.
(OCA-24-0297)

WHEREAS, Crown Castle Fiber LLC desires to construct, operate, and maintain a telecommunications system and related infrastructure within the corporate limits of and within certain rights-of-way within and belonging to the City of Tuscaloosa, Alabama; and

WHEREAS, the City has the authority to allow Crown Castle Fiber LLC the right to construct, operate, and maintain a telecommunications system within the corporate limits of the City; and

WHEREAS, the City also has the authority to grant the right to use and occupy the public rights-of-way for such use, to manage and control the rights-of-way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City intends to exercise the full scope of its municipal powers including both its police powers and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City, and

WHEREAS, Crown Castle Fiber LLC agrees and recognizes that it is required to obtain consent in the form of a franchise agreement from the City of Tuscaloosa in order to construct, operate, and maintain a Cable System within the corporate limits of the City of Tuscaloosa; and

WHEREAS, the City Council wishes to accommodate the Crown Castle Fiber LLC's request and grant a non-exclusive franchise agreement in accordance with the terms and conditions contained herein.

WHEREAS, Crown Castle Fiber LLC has agreed to operate in accordance with the terms and conditions of this Franchise Agreement.

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

The City Council of the City of Tuscaloosa does hereby grant to Crown Castle Fiber LLC, as Company herein a non-exclusive franchise agreement granting the limited authority to construct, operate, and maintain a telecommunications system within the corporate limits of the City of Tuscaloosa, subject to the terms and conditions set forth in Exhibit "A" (attached hereto).

FUNDING REQUIRED: Yes No

By: _____

Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 06/18/24

Ordinance Intro (T.H.H.-Y)

Introduced _____

Passed Unan (T.Y/L.Y)

2nd Reading _____

Unanimous skipped

Failed _____

Tabled Acting City Clerk

Amended _____

Comments: _____

EXHIBIT "A"

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this "Agreement") is entered into on this __ day _____ of 2020 (the "Effective Date"), by and between the CITY OF TUSCALOOSA, ALABAMA (the "City"), and Crown Castle Fiber LLC or "Franchisee". City and Crown Castle Fiber LLC are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

1. Definitions. For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) "Facilities" means all fiber optic cable, conduit, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

(b) "Other Services" means services lawfully provided by Crown Castle Fiber LLC within the City in addition to Telecommunications Services including, without limitation, broadband services, internet access services and Video Services.

(c) "Person" shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(d) "Public Ways" shall mean the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.

(e) "Services" collectively refers to Other Services and Telecommunications Services.

(f) "Subscriber" means a Person who lawfully receives Services with Crown Castle Fiber LLC's express permission within the City.

(g) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(h) "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(i) "Telecommunications System" means Crown Castle Fiber LLC's Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

(j) "Video Services" means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services typically provided by a Multi-channel Video Programming Distributor ("MVPD") and made available to all Subscribers within the City generally, but not to include over-the-top services such as Hulu, Netflix or Sling.

(k) "Basic Video Services Tier" means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

(l) "Gross Revenues" means any revenue derived by Crown Castle Fiber LLC from the operation of the Telecommunications System to provide Telecommunications Services and/or Video Services to Subscribers within the City, adjusted for non-payment. Gross Revenues shall include Video Services fees for Crown Castle Fiber LLC's Video Services and Telecommunications Services fees for Crown Castle Fiber LLC's local calling plan offering. The term Gross Revenues shall not include any taxes on Services furnished by Crown Castle Fiber LLC or franchise fees imposed by any municipality, state, or other governmental unit and collected by Crown Castle Fiber LLC for such governmental unit and shall not include any amounts received attributed to the following: i) construction of Facilities or Telecommunications System or in recovery of capital expenses, ii) sales of Facilities, Telecommunication System, or real property, iii) judgment or settlement for a legal dispute except for recovery of Gross Revenue, iv) dividend, interest, or other income not directly related to provisioning of Telecommunication Services or Video Services, v) provisioning, constructing, maintaining, operating, licensing or other activity from wireless facilities including those subject to Tuscaloosa Code of Ordinances Article XV Division 3 "Small Cell Wireless Facilities, Section 21-300 through 21-321, vi) or derived from services that originate or terminate outside the City boundaries.

2. Grant. City grants Crown Castle Fiber LLC the non-exclusive right and license to construct and operate a Telecommunications System in the Rights-of-Way and a non-exclusive franchise to provide Services to Subscribers located within the City. Subject to the terms of this Agreement and applicable law, Crown Castle Fiber LLC may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its

Telecommunications System in any Rights- of-Way.

3. Term. The license granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for successive five (5) year terms (each, a "Renewal Term") unless either Party gives the other Party written notice of termination at least twenty-four (24) months prior to the end of the Initial Term or any Renewal Term, as applicable. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term."

4. Installation of Facilities. Crown Castle Fiber LLC shall not install any new Facilities in any Public Way without having received a permit from the City. Crown Castle Fiber LLC agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Rights-of-Way:

(a) Crown Castle Fiber LLC agrees to supply the City with digital drawings of construction plans ten (10) days prior to construction and digital as-built drawings within six (6) months of the completion of any construction. Final drawings will be supplied in Autocad 2018 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties. All drawings provided by Crown Castle Fiber LLC will contain adequate information to reflect the construction plans of Crown Castle Fiber LLC. No drawings provided by Crown Castle Fiber LLC will be certified or stamped by a Professional Engineer. Crown Castle Fiber LLC is under no obligation to include any utility information on its drawings, unless the utility is owned by the City of Tuscaloosa. The Office of the City Engineer will process permit requests within 10 working days of receiving application. Construction shall not begin until after permit is approved.

(b) Prior to beginning any construction, Crown Castle Fiber LLC shall notify the property owners of the start date of construction, the scope of the project, and the estimated duration of the work. Additionally, at all times during construction, Crown Castle Fiber LLC shall provide property owners with a point of contact in the event issues arise during construction that need immediate attention. Crown Castle Fiber LLC shall provide each property owner with the name, telephone number, and email address of a point of contact at least 48 hours prior to beginning work in the vicinity of the property owner's address.

(c) Crown Castle Fiber LLC agrees to "white-line" its proposed cable location as part of the construction process and for a distance that is expected to be completed for at least that same day.

(d) Crown Castle Fiber LLC lines, where possible, shall have at least a 12" separation vertically and 24" separation horizontally from all City utility lines, including gas lines, water lines and sewer lines. If not possible, Crown Castle Fiber LLC shall notify and seek permission from the City of Tuscaloosa prior to construction.

(e) Crown Castle Fiber LLC agrees, where possible, to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement.

(f) Crown Castle Fiber LLC or Crown Castle Fiber LLC's contractor will request locates and City shall provide locates of its facilities as required by Alabama's 811 law and regulations. Crown Castle Fiber LLC will depend solely on 811 locates, as required by Alabama 811 law, completed by the City, its contractors or agents, or completed by any other utility company, its contractors or agents, for all construction activities. Crown Castle Fiber LLC will not mark other utilities on permit or construction drawings based on such 811 locates performed. Crown Castle Fiber LLC hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 workdays after placement of conduit, weather permitting.

(g) Crown Castle Fiber LLC shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of Crown Castle Fiber LLC's construction activities and will not permit its activities to unreasonably create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by Crown Castle Fiber LLC's activities encroaches upon the street, Crown Castle Fiber LLC shall take immediate corrective action to remove the same.

(h) If streets and other Public Ways are damaged by Crown Castle Fiber LLC, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, Crown Castle Fiber LLC, upon written notice from the City and at Crown Castle Fiber LLC's sole expense, shall promptly and reasonably repair and restore such streets or public ways to the same or better condition than such streets or public ways were in prior to such damage, and to the reasonable satisfaction of the City.

(i) Crown Castle Fiber LLC shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of Crown Castle Fiber LLC's fiber optic cable, and shall perform any necessary repair, dress-up or clean-up to reasonably restore such affected property to the same or better condition prior to any damage caused by Crown Castle Fiber LLC to such property at Crown Castle Fiber LLC's sole expense. Repair should be done

within 5 business days unless extraordinary circumstances cause delay.

(j) At all times during and after the installation of fiber optic lines, Crown Castle Fiber LLC shall respond to all emergency locates to locate its fiber optic lines as required by Alabama's 811 law and regulations.

(k) At all times, Crown Castle Fiber LLC shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of Crown Castle Fiber LLC, to be adequate and Crown Castle Fiber LLC shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend the City any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise, except to the extent any injury or damage was caused by any intentional misconduct or negligent act or omission by the City, its officers, agents, employees, contractors, or by any persons otherwise at the direction of or on behalf of City.

(l) Crown Castle Fiber LLC shall have the authority to trim trees and natural growth on the Rights-of-Way which may affect its Telecommunications System in the Service Area to prevent interference with Crown Castle Fiber LLC's Facilities in accordance with the City ordinance regarding tree cutting and removal.

(m) Crown Castle Fiber LLC shall, on the request of any Person holding a permit to move a building temporarily raise or lower its aerial Facilities, if any, to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of such aerial Facilities shall be paid by the Person requesting the same, and Crown Castle Fiber LLC shall have the authority to require such payment in advance. Crown Castle Fiber LLC shall be given at least sixty (60) days' advance notice to arrange such temporary aerial Facility alterations.

(n) The City shall not charge Crown Castle Fiber LLC any permitting fees of any kind during the Term, except for a street cut permit fee of \$50.00 per cut, should Crown Castle Fiber LLC have the need to cut through asphalt. All street cutting is subject to the requirements of Tuscaloosa Municipal Code Sections 21-90 through 21-99.

(o) The decision of when and where to construct its Facilities is solely within the discretion of Crown Castle Fiber LLC as is the determination of what Services to provide and where to provide them within the City during the Term.

(p) In the event that any of Franchisee's infrastructure within the city's rights of way needs maintenance or repair work, prior to any work being done, Franchisee shall notify the Office of the City Engineer by either e-mail or by telephone. . City shall not require drawings, permits, or authorizations for routine maintenance, repairs, or upgrades that are substantially similar or the same size or smaller to its existing Facilities or Telecommunication System that do not involve street cut or vehicular and pedestrian lane closures.

Throughout the Term of this Agreement, provided Crown Castle Fiber LLC complies with the foregoing requirements, Crown Castle Fiber LLC shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. Relocation of Facilities. Whenever the City shall grade, regrade, or change the line of any street or Public Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order Crown Castle Fiber LLC to relocate or protect its Facilities located in said street or Public Way, Crown Castle Fiber LLC shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then Crown Castle Fiber LLC shall be similarly compensated. Further, where the City has determined, in a competitively neutral and nondiscriminatory manner, that the location of Crown Castle Fiber LLC's Facilities is unsafe, interferes with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare as determined in the reasonable judgment of the City, Crown Castle Fiber LLC shall move such Facilities to an alternate location as directed by the City. City shall use its best efforts to accommodate Crown Castle Fiber LLC's preferences and requests in determining an alternate location. The City shall give Crown Castle Fiber LLC reasonable notice of plans to grade or change the line of any street or Public Way or to construct or reconstruct any sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. Crown Castle Fiber LLC may also be required to relocate its Facilities where public utilities or other users of the Public Way require access; provided, however, that nothing herein shall be construed as a waiver of Crown Castle Fiber LLC's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, the City agrees that during the period of Crown Castle Fiber LLC's installation of fiber optic lines pursuant to this Agreement, the City will locate all City public utility lines as required by Alabama's 811 laws. It shall be the duty of Crown Castle Fiber LLC or its contractor(s) to request the City to locate the public utility lines.

6. Damage to Existing Utilities. Crown Castle Fiber LLC hereby agrees that (a) during the installation process, and (b) at any time after such installation, Crown Castle Fiber LLC will immediately notify the appropriate utility provider and users in the event that Crown Castle Fiber LLC, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Alabama's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at Crown Castle Fiber LLC's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7. Compliance with Codes. All construction, installation, maintenance, and operation of the Telecommunications System or of any Facilities employed in connection therewith shall comply with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by the FCC or other federal or state regulatory agencies in relation thereto, and local zoning regulations. Crown Castle Fiber LLC shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Public Way. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. City reserves the right to lawfully exercise its police powers.

8. Indemnity to City. Except to the extent such claims, suits, damages, liabilities, losses and expenses are caused by the intentional misconduct or negligent acts or omissions of City, its officers, agents, employees, contractors, or by any persons otherwise at the direction of or on behalf of City, at all times both during and after installation, so long as Crown Castle Fiber LLC's Telecommunications System is located upon any portion of the City's Rights-of-Way, Crown Castle Fiber LLC covenants, warrants and agrees to indemnify and hold harmless the City, its officers, employees, and agents, of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of Crown Castle Fiber LLC's Telecommunications System within the City; (b) provided that the City has complied with Alabama's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of Crown Castle Fiber LLC's Telecommunications System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of Crown Castle Fiber LLC's Telecommunications System. Without the intent of limiting any of the foregoing and except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of City, its officers, agents, employees, contractors, or by any persons otherwise at the direction of or on behalf of City, it is agreed that Crown Castle Fiber LLC shall indemnify and hold harmless, the City, its officers, officials, employees and agents of

and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of Crown Castle Fiber LLC or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of Crown Castle Fiber LLC, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise. In the event City believes it has a claim subject to indemnification it must promptly give Crown Castle Fiber LLC written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, Crown Castle Fiber LLC shall notify City in writing whether it will defend such claim. If Crown Castle Fiber LLC assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on City without City's prior written consent, which reasonable consent may not be withheld, delayed, or conditioned.

9. Franchise Fee.

(a) Franchise Fee. When and if Crown Castle Fiber LLC provides local Telecommunications Services to Subscribers within the City, Crown Castle Fiber LLC shall pay the City a franchise fee equal to (i) two percent (2%) of the monthly service charge revenue from sales of local Telecommunications Services to Subscribers located within the City, and (ii) when and if Crown Castle Fiber LLC provides Video Services to Subscribers located within the City, a video services franchise fee equal to the lesser of: (A) five percent (5%) of Gross Revenues received by Crown Castle Fiber LLC from sale of Video Services to Subscribers within the City; and (B) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City (collectively, the "Franchise Fee"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than thirty days (30) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of Crown Castle Fiber LLC, which shows the basis for the computation of all monthly service charge revenue from providing local Telecommunications Services and Gross Revenues received by Crown Castle Fiber LLC from sale of Video Services to Subscribers located within the City limits during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Alabama law for the period of delinquency.

(b.) Audit. During the Term of this Agreement and subject to Crown Castle Fiber LLC's confidentiality policy and requirements, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect Crown Castle Fiber LLC's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at City's expense; provided, however, that any such audit shall take place within two (2) years from the date City received such payment, after which period any such payment shall be considered final. If City believes it is owed any additional compensation from Crown Castle Fiber LLC it will give Crown Castle Fiber LLC notice of same along with a calculation of the additional amount. No acceptance of any franchise fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the City may have for further or additional sums payable under this Agreement. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute or other mutually acceptable timeframe.

If, as a result of an audit or any other review, the City determines that Crown Castle Fiber LLC has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, Crown Castle Fiber LLC shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The City shall provide Crown Castle Fiber LLC with a written notice of audit results and a copy of the final report presented to the City. Crown Castle Fiber LLC shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

(c) Company to Submit Franchise Fee Report. Crown Castle Fiber LLC shall submit to the City, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

10. Public, Education and Government Access Channel.

(a) PEG Access Channel. At any time after Crown Castle Fiber LLC begins to offer Video Services on a commercial basis to Subscribers within the City, the City may request Crown Castle Fiber LLC to provide the City up to two (2) video channels for noncommercial PEG Access use. Crown Castle Fiber LLC shall provide the PEG Access channels within one hundred and eighty (180) days of City's request.

(b) Regulation of PEG Access Channel. The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Crown Castle Fiber LLC shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Crown Castle Fiber LLC shall have no obligation, financial or otherwise, other than the obligation to provide access to two video channel for noncommercial PEG Access use.

(c) Return of PEG Access Capacity to Crown Castle Fiber LLC. In the event that unused capacity exists on the PEG Access channel, Crown Castle Fiber LLC may request the City to return that capacity to Crown Castle Fiber LLC for Crown Castle Fiber LLC's use. The City shall not unreasonably deny such request.

11. Liability Insurance. At all times, Crown Castle Fiber LLC shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the City as an additional insured and shall provide thirty (30) days' prior written notice of cancellation to the City for any reason other than non-payment of premium in which a ten (10) day notice shall apply. The City shall be provided with a certificate of such coverage. Crown Castle Fiber LLC also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, Crown Castle Fiber LLC shall secure any and all other insurance as Crown Castle Fiber LLC, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity.

12. Books and Records. Throughout the Term of this Agreement, Crown Castle Fiber LLC agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the City as are reasonably necessary to ensure the Crown Castle Fiber LLC's compliance with the

terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by Crown Castle Fiber LLC pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the City shall be retained by Crown Castle Fiber LLC for a minimum period of three (3) years; provided it is understood that Crown Castle Fiber LLC only retains call records for eighteen (18) months.

13. Transfer of Ownership or Control

(a) Crown Castle Fiber LLC shall not transfer this Agreement or any of Crown Castle Fiber LLC's rights or obligations in or regarding the Agreement without the prior written consent of the City. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Crown Castle Fiber LLC in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as Crown Castle Fiber LLC, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of Crown Castle Fiber LLC. Nothing herein shall prevent Crown Castle Fiber LLC from providing Telecommunication Services and operating its Telecommunication System to its customers or Subscribers in the normal Course of its business.

(b) Crown Castle Fiber LLC shall give City prior written notice of any impending transfer of Control of Crown Castle Fiber LLC or its assets under Sections 12 (a)(ii) or (iii). Furthermore, Crown Castle Fiber LLC shall ensure that the Person to whom Control of Crown Castle Fiber LLC or its assets is transferred is authorized by the applicable state or federal authority to occupy the Public Ways pursuant to this Agreement and assumes in writing all of the obligations of Crown Castle Fiber LLC under this Agreement effective as of the date of the transfer of Control or sale. Crown Castle Fiber LLC shall provide City with a copy of such assignment instrument upon request. The transfer of Ownership or Control pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transaction, whether known or unknown to City.

(c) For purposes of this Section 13 "Control" means ownership of a majority interest or the actual working control and day to day management of Crown Castle Fiber LLC.

14. Compliance with Applicable Law. Crown Castle Fiber LLC shall at all times comply with all laws applicable to its provision of Telecommunications Services in the City.

15. Enforcement and Termination.

(a) Breach. Subject to the terms and conditions of default or breach under this Section 15 of this Agreement and in addition to all other rights and powers retained by the City under this Agreement or otherwise, , unless and until Crown Castle Fiber LLC fails to cure a material breach within 30 days of receipt of written notice from City, the City reserves the right to terminate this Agreement and all rights and privileges of Crown Castle Fiber LLC hereunder in the event of a material breach of its terms and conditions.

(b) Notice of Violation. In the event the City believes Crown Castle Fiber LLC has not complied with the provisions of this Agreement, the City shall make a written demand that Crown Castle Fiber LLC comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by Crown Castle Fiber LLC continues for a period of thirty (30) days following Crown Castle Fiber LLC's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon Crown Castle Fiber LLC, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the Council is to consider pursuant to the requirements of Alabama law.

(c) Consideration of Breach. The City Council shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by the Crown Castle Fiber LLC has occurred.

(d) Declaration of Forfeiture. If the City Council shall determine the violation by the Crown Castle Fiber LLC was the fault of Crown Castle Fiber LLC and within its control, the Council may, by resolution in a nondiscriminatory and competitively neutral manner (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) No Forfeiture of Legal Rights or Remedies. Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement.

16. Miscellaneous.

(a) Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to Crown Castle Fiber LLC any rights with respect to any private property.

(f) Crown Castle Fiber LLC repair, inspection, etc. All of the obligations imposed by this Agreement upon Crown Castle Fiber LLC with regard to construction shall be equally applicable in the event that Crown Castle Fiber LLC or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon Crown Castle Fiber LLC by this Agreement shall be continuing and not limited solely to the construction period.

(g) No guaranty, etc. by City. It is hereby agreed that neither the City nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to Crown Castle Fiber LLC or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and Crown Castle Fiber LLC stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(h) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly

sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to City: City of Tuscaloosa, Alabama
Micheal Gardiner, City Engineer
2201 University Blvd.
P.O. Box 2089
Tuscaloosa, AL 35403

If to Crown Castle Fiber LLC:
Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Teddy Adams, General Counsel

With copy to:
Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Contracts Administrator

The City and Crown Castle Fiber LLC may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(i) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(j) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of City or Crown Castle Fiber LLC to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

(k) Modification. Crown Castle Fiber LLC and the City may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and Crown Castle Fiber LLC, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution, letter of agreement, or order by the City, as required by applicable law.

(l) Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

(m) Force Majeure. Neither the City nor Crown Castle Fiber LLC shall be responsible for any loss if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by revolutions, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, fires, acts of God or by any other cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of causes enumerated above or not.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

CROWN CASTLE FIBER LLC

By: _____

Name: _____

Title: _____

THE CITY OF TUSCALOOSA, ALABAMA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: SBH/hdh
Requested: OCA
Presentation on: 06/18/2024
Suspension of Rules: NO

ORDINANCE NO. 9523

AN ORDINANCE SETTING COMPENSATION FOR MUNICIPAL ELECTION WORKERS FOR
THE CITY OF TUSCALOOSA
(OCA-23-1457)

WHEREAS, an Ad Valorem School Tax Election has been called to be held on the September 24, 2024, for the purpose of determining by ballot the School Funding Proposal, as follows:

Whether the City shall be authorized to levy and collect, in addition to all other taxes now or hereafter authorized, the special annual ad valorem tax heretofore authorized to be levied and collected at the per annum rate of 13.5 mills at the increased per annum rate of 25.0 mills on each dollar of the assessed valuation of the taxable property in the City, with the increase of 11.5 mills on each dollar of assessed value to be paid over to the School Board and used by the School Board for public school purposes.

WHEREAS, §11-46-27 of the Code of Alabama 1975, as amended, provides, in part, that the municipal governing body appoint from the qualified electors of the respective wards officers to supervise the election and compensate said officers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA that the compensation for election officials for the 2024 Special Municipal election be, and are hereby, established as follows:

Supervisor Inspector: \$ 160.00 per day
Inspector: \$ 150.00 per day
Clerk (any type): \$ 135.00 per day

(Poll workers will also be compensated an additional \$25.00 for attending training)

Adopted 06/18/24
Intro (W/T/4)
Unan (T/16/4)
Shelby Chiles
Acting City Clerk

APPROVED AS TO FORM

TS
Office of the City Attorney

Prepared By: SBH/hdh

Requested: OCA

Presentation on: 06/18/2024

Suspension of Rules: NO

ORDINANCE NO. 9524

AN ORDINANCE ESTABLISHING POLL HOURS
(OCA-23-1457)

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

That the hours during which the polls will be opened for voting for the 2024 Ad Valorem School Tax Election on September 24, 2024, shall be from 7:00 a.m. to 7:00 p.m., pursuant to Ala. Code §11-46-28 (1975).

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 6/18/24
Ordinance Intro (T/C-T)
Introduced _____
Passed Unan (T/C-Y)
2nd Reading _____
Unanimous every vote
Failed _____
Tabled Acting City Clerk
Amended _____
Comments: _____

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: JPW III/rd
Requested: Planning Com/UD Date: 04/15/2024
Council Presentation on: 06/18/2024
Suspension of Rules: No

RESOLUTION

RESOLUTION FIXING DAY FOR PUBLIC HEARING TO CONSIDER ADOPTION OF
AMENDMENT TO THE ZONING ORDINANCE OF TUSCALOOSA
AMENDMENT NO. 1528

(Approx. 1.86 acres located at and around 8600 Highway 69 S—
Gonzalez-Strength & Associates, Inc.)
(R-1 to BN)
(OCA-24-0814/Z-03-24)

WHEREAS, a certain amendment to the Zoning Ordinance of Tuscaloosa, being an amendment to the Zoning Map and a change in zoning classification, has been prepared in ordinance form, and this day introduced before the City Council; and,

WHEREAS, it is desired to hold a public hearing to consider the adoption of said amendment.

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

1. That a public hearing to consider the adoption of said proposed amendment to the Zoning Ordinance of the City of Tuscaloosa be held in the Council Chamber of the City Hall, at 6 o'clock, p.m., on Tuesday, July 16, 2024 and at such time and place all persons who desire shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment.

2. That prior to adoption, the City Clerk shall cause to be published the proposed ordinance, further amending the Zoning Ordinance of the City of Tuscaloosa, Alabama, which was this day introduced before the City Council of Tuscaloosa, being Zoning Amendment No.1528 in full for one insertion and an additional insertion of a synopsis of the proposed ordinance, one week after the first insertion, which synopsis shall refer to the date and name of the newspaper in which the proposed ordinance was first published together with a notice stating the time and place where the public hearing will be held. Both such insertions shall be at least 15 days in advance of its passage and in a newspaper of general circulation published within the municipality, or if no such newspaper then in four conspicuous places within the municipality, together with a notice stating the time and place that the ordinance is to be considered by the city council and stating further that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of such ordinance.

*Adopted 06/18/24
(T/H-Y)
Heley direct
Acting City Clerk*

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:

Michael D. Smith <i>Substitute Municipal Court Judge on June 6, 2024</i>	\$170.00
Daniel C. Lemley <i>Attorney fee for Client Case #MC23-001724</i>	\$1,410.96
Daniel C. Lemley <i>Attorney fee for Client Case #MC23-002121</i>	\$800.72
Blue Cross Blue Shield of Alabama <i>May 2024 Self-funded Invoice</i>	\$645,379.12
Blue Cross Blue Shield of Alabama <i>Access2Day Health June 2024</i>	\$49,994.08
Michael McAlpine – McAlpine Wedding <i>River Market event rental refund</i>	\$2,824.71

Adopted 6/18/24
(H/B-Y)
Haley Albert
Acting City Clerk

TOTAL: \$700,579.59
Prepared: Assistant City Clerk
Requested: Accounting & Finance
Agenda: 6-18-2024

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