

# TUSCALOOSA CITY COUNCIL MEETING SYNOPSIS

Tuesday, March 11, 2025

**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 **(Ty/H)**

## **PROCLAMATIONS AND STATEMENTS BY MAYOR AND COUNCIL**

*President Pro Tem Tyner congratulated Mayor Maddox and Councilmembers Howard, Faile and Lanier on their re-election.*

## **AGENDA ITEM COMMENTS BY CITIZENS**

## **UNFINISHED BUSINESS**

## **CONSENT AGENDA**

Approved items "a through i" on the consent agenda. **(Ty/L)**

## **PUBLIC HEARINGS**

Consented to the vacation of a part of the right-of-way of 16th Street abutting Lot 1 according to the Survey of the Tosyali Subdivision recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 2019 at page 95 (OCA-24-1625) **(W/H; The applicant was not present to answer questions from Council. No one else spoke for or against the application.)**

Adopted Ordinance No. 9600 by adopting Zoning Amendment No. 1 rezoning approximately 17.1 acres located east of 10390 Technology Drive fronting Wire Road from SFR-1 to GPD; Longleaf Engineering, LLC (OCA-25-0109/GPD-02-25)(introduced 1/22/2025). **(C/Ty; Zach Ponds with UD-Planning gave a departmental report. The applicant's representative was present to answer questions from the Council. No one spoke against the rezoning).**

Tabled for two weeks the ordinance adopting Zoning Amendment No. 2 rezoning approximately 4.8 acres located at 1700 23rd Avenue East from SFR-1 to SFR-2; Longleaf Engineering, LLC (OCA-25-0124/ Z-02-25)(introduced 1/22/2025)(F/H; **Zach Ponds with UD-Planning gave a departmental report. The applicant's representative was present to answer questions from the Council. No one spoke against the rezoning.** Please note this item will next be heard on March 25.

#### **RESOLUTIONS AND ORDINANCES NOT OF A GENERAL NATURE OR PERMANENT OPERATION**

Authorized the purchase of equipment, supplies, or services for Amp repairs and maintenance; total \$6,267.00. **(L/B)**

Authorized a minor public works contract with Prokleen, Inc; total: \$5,000.00 (OCA-25-0256). **(B/W)**

Authorized Tuscaloosa Police Department to accept donations from Innisfree and Rounders (OCA-25-0255). **(B/W)**

Authorized amendment no. 1 to the contract with Flock Group, Inc.; total: not to exceed and additions \$12,500.00 (OCA-23-1771). **(L/W)**

Authorized the Chief Financial Officer to draw a draft for the Armory Drainage/Flood Mitigation Buyout Project Property Acquisitions (A09250)(OCA-25-0317). **(L/W)**

Authorized the Chief Financial Officer to draw drafts for the Kicker Road Sidewalk Project Right of Way Acquisitions (OCA-24-1164). **(Ty/H)**

Temporarily expanded the downtown entertainment district hours for Saturday, April 5, 2025 (A18-0233)(OCA-25-0232). **(W/L)**

#### **ORDINANCES AND RESOLUTIONS OF A GENERAL NATURE OR PERMANENT OPERATION**

##### **FOR INTRODUCTION**

Introduced Zoning Amendment no. 3 rezoning approximately 0.5 acres located at 6700 31st Street from SFR-2 to SFR-4 (OCA-25-0289/Z-06-25). **(L/W)**

Introduced Zoning Amendment no. 4 rezoning approximately 57 acres located at 580 Old Colony Road from SFR-1 to GPD (OCA-25-0306/ GPD-01-25). **(C/L)**

Introduced Zoning Amendment no. 5 rezoning approximately 0.3 acres located at 2501 12th Avenue East from SFR-2 to NC (OCA-25-0315/Z-07-25). **(W/L)**

Adopted Ordinance No. 9601 by granting a non-exclusive franchise agreement to Fiber Utility Network, Inc. d/b/a Alabama Fiber Network, its successors or assigns, to construct, operate and maintain a telecommunications system within the corporate limits of the City of Tuscaloosa (OCA-25-0118). **(intro: L/W; unanimous: Ty/H)**

Adopted Ordinance No. 9602 by authorizing amendment no. 7 to the fiscal year 2025 general fund budget (OCA-24-0951). **(intro: W/H; unanimous: Ty/H)**

#### **FOR ADOPTION**

Set April 15, 2025 as the date for a public hearing to consider Zoning Amendment no. 3 (OCA-25-0289/Z-06-25). **(L/C)**

Set April 8, 2025 as the date for a public hearing to consider Zoning Amendment no. 4 (OCA-25-0306/GPD-01-25). **(W/C)**

Set April 8, 2025 as the date for a public hearing to consider Zoning Amendment no. 5 (OCA-25-0315/Z-07-25). **(C/H)**

#### **AUDITING ACCOUNTS**

Authorized the payment of bills; total: \$9,585.10 **(B/Ty)**

#### **OTHER MATTERS BROUGHT BEFORE THE COUNCIL**

*Edith Wells thanked the Mayor, Council and various city departments for their assistance.*

#### **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)**

Brandy P. Johnson  
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, Ty-Tyner, F-Faile, L- Lanier. Only “No” votes are distinguished.

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CJE/rd  
Requested: OCA  
Presentation on: 03-11-2025  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO  
ALABAMA MUNICIPAL INSURANCE CORPORATION  
(21-0137, 22-0078 & 21-0270)

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 in the amount of \$7,500.00 and the Mayor and City Clerk are hereby authorized to execute the same, payable to Alabama Municipal Insurance Corporation for deductibles on the following claim(s):

Elmer Burrell	\$2,500.00
Marcus McVay & Arthur Allaway	\$2,500.00
Barry Caddis Jr. & Lillie Newman	\$2,500.00

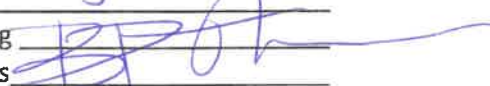
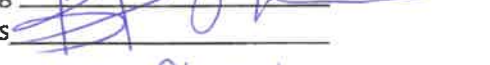
Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED:  Yes  No

10104081-3060  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 3/11/25  
 Ordinance (Tyll-v)  
 Introduced (Tyll-v)  
 Passed \_\_\_\_\_  
 2<sup>nd</sup> Reading   
 Unanimous   
 Failed \_\_\_\_\_  
 Tabled City Clerk  
 Amended \_\_\_\_\_  
 Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CJE/rd

Requested by: OCA

Council Presentation: 03/11/2025

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO  
CYNTHIA BARNES IN SETTLEMENT OF CLAIM  
(OCA-25-0259)

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 \$246.68, payable to Cynthia Barnes when on or about January 28, 2025, a City garbage truck damaged her mailbox at 7123 Cooperstown Circle.

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 3/11/25  
Ordinance \_\_\_\_\_  
Introduced (TJ/L - y)  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous BP  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended City Clerk  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CJE/rd  
Requested by: OCA  
Council Presentation: 03/11/2025  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO  
STANLEY WASHINGTON IN SETTLEMENT OF CLAIM  
(OCA-25-0286)

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 \$1,900.00, payable to Stanley Washington when on or about January 27, 2025, a City Environmental Services truck hit and damaged his brick mailbox at 3455 Willow Lane.


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 3/11/25  
Ordinance \_\_\_\_\_  
Introduced (TJ/L-V)  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous   
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended City Clerk  
Comments: \_\_\_\_\_

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM/hdh

Requested By: Projects Date: 02/25/2025

Council Presentation on: 03/11/2025

Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR  
ED LOVE RAW WATER PUMP STATION IMPROVEMENTS PROJECT  
(A20-0953/2018.021.001)

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 Mark Johnson Construction, LLC and,

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

Time extension due to equipment delays

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.
- 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 for the EXTENSION of time by 150 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: Carly Standley  
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 3/11/25  
Ordinance \_\_\_\_\_  
Introduced (TY/LAY)  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading [Signature]  
Unanimous [Signature]  
Failed \_\_\_\_\_  
Tabled CITY CLERK  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_



APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM/hdh  
Requested By: Projects Date: 3/11/2025  
Council Presentation on: 03/11/2025  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR THE  
601 GREENSBORO AVENUE WATER VAULT PROJECT  
(OCA-24-1598/2024.708.001)

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 Apex Civil Construction, LLC and,

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

During the execution of construction, it was discovered that the structural integrity of the north vault is compromised and presents a potential hazard.

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.
- 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 ADDITIONAL amount of \$71,656.50, and ONE (1) WEEK EXTENSION of time, 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

61209030-23208

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Carly Standley  
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 3/11/25  
Ordinance \_\_\_\_\_  
Introduced (TYL-V)  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading [Signature]  
Unanimous [Signature]  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended City Clerk  
Comments: \_\_\_\_\_

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW/rd

Requested by: OCA Date: 03/11/25

Council Presentation: 03/11/25

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT  
TO SECTION 13-69(B), CODE OF TUSCALOOSA AND  
SECTION 11-47-140, CODE OF ALABAMA, 1975  
(File No. OCA-25-0065)

WHEREAS, the person last assessed for the property taxes at the address of 2026 4<sup>th</sup> Street East, Tuscaloosa, Alabama, is Evelyn Post, as recorded in Deed Book 2020, Page 04630, more particularly described as:

Lots 40, 41 and 42, Block D, according to the map or survey of Jack Johnson Heights, a map or plat of which is recorded in Plat Book 3, at Page 37, in the Probate Office of Tuscaloosa County, Alabama.

WHEREAS, the City of Tuscaloosa Department of Urban Development – Code Enforcement Division, pursuant to Section 13-69, Code of Tuscaloosa, provided clean-up and/or weed and grass cutting at the above property on the 19<sup>th</sup> day of September, 2024, at a cost fixed by the Tuscaloosa Department of Urban Development – Code Enforcement Division in the amount of \$497.57 plus court cost in the amount of \$14.50, for a total cost of \$512.07; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the cost of the clean-up and/or weed and grass cutting services rendered by the Tuscaloosa Urban Development – Code Enforcement Division on the 19<sup>th</sup> day of September, 2024, for property located at 2026 4<sup>th</sup> Street East, Tuscaloosa, Alabama, as recorded at Deed Book 2020, Page 04630, be and is hereby, fixed at \$512.07.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Tuscaloosa County and shall constitute a lien in the amount of \$512.07 against the property at Deed Book 2020, Page 04630.

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Chief Financial Officer

COUNCIL ACTION:

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Introduced \_\_\_\_\_

Passed \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Unanimous \_\_\_\_\_

Failed \_\_\_\_\_


Tabled \_\_\_\_\_

Amended \_\_\_\_\_

Comments: \_\_\_\_\_

Adopted 3/11/25

(TY/L-Y)

  
City Clerk

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW/rd

Requested by: OCA Date: 03/11/25

Council Presentation: 03/11/25

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT  
TO SECTION 13-69(B), CODE OF TUSCALOOSA AND  
SECTION 11-47-140, CODE OF ALABAMA, 1975  
(File No. OCA-24-1795)

WHEREAS, the person last assessed for the property taxes at the address of 3307 17<sup>th</sup> Street, Tuscaloosa, Alabama, is Deloris Daniel, as recorded in Deed Book 2023, Page 17189, more particularly described as:

Lot 20, Block C of the M T Clinton Subdivision a map or plat of which is of record in Plat Book 5, Page 163 in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

WHEREAS, the City of Tuscaloosa Department of Transportation, pursuant to Section 13-69, Code of Tuscaloosa, provided clean-up and/or weed and grass cutting at the above property on the 27<sup>th</sup> day of August, 2024, at a cost fixed by the Tuscaloosa Department of Urban Development – Code Enforcement Division in the amount of \$517.00 plus court cost in the amount of \$14.50, for a total cost of \$531.50; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the cost of the clean-up and/or weed and grass cutting services rendered by the Tuscaloosa Urban Development – Code Enforcement Division on the 27<sup>th</sup> day of August, 2024, for property located at 3307 17<sup>th</sup> Street, Tuscaloosa, Alabama, as recorded at Deed Book 2023, Page 17189, be and is hereby, fixed at \$531.50.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Tuscaloosa County and shall constitute a lien in the amount of \$531.50 against the property at Deed Book 2023, Page 17189.

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

COUNCIL ACTION:

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 3/11/25

(TY/L-4)

~~BT~~

City Clerk

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.

DONATION

INFORMATION TECHNOLOGY	
ITEM(S)	CITY ID NO.
Motorola VHF Radio Transceivers	N/A

POLICE	
ITEM(S)	CITY ID NO.
2013 Chevrolet Tahoe PPV	2462


TITLE INADVERTANTLY ACQUIRED

POLICE	
ITEM(S)	CITY ID NO.
2012 Porsche Panamera	2935

CRUSH

POLICE	
ITEM(S)	CITY ID NO.
2016 Chevrolet Camero	10038
2016 Ford Expedition	10099

Requested: Accounting & Finance  
Prepared: Accounting & Finance  
Agenda: 03/11/2025


Adopted 3/11/25  
(TYIL-Y)   
City Clerk

This Instrument Prepared By  
Thomas D. Bobitt, II Deputy City Attorney  
Office of The City Attorney  
City of Tuscaloosa  
2201 University Blvd.  
Tuscaloosa, Alabama 35401

Source of Title:

DEED BOOK: 2024 PAGE: 20981

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: TDB  
Requested: Legal/UD Date:2/4/25  
Presentation on: 3/11/25  
Suspension of Rules: No

### RESOLUTION

#### **RESOLUTION CONSENTING TO THE VACATION OF PUBLIC STREETS IN THE CITY OF TUSCALOOSA (OCA-24-1625)**

**WHEREAS, HAMIT TOSYALI AND TOSYALI PROPERTIES, LLC**, hereinafter called the Owners, duly filed a Declaration of Vacation of an alley with the City on the 8th day of November, 2024 alleging that they own all of the land abutting a certain public street in the City of Tuscaloosa hereinafter described; and,

**WHEREAS**, said street lies within the Corporate Limits of the City of Tuscaloosa, Alabama, and the assent of the City Council of Tuscaloosa, Alabama, the governing body of the said Municipality, to the vacation of said public street has been requested and is desired by the Owner; and,

**WHEREAS**, pursuant to Ala. Code Sections 23-4-2 and 11-49-6 (1975), notice of a date for hearing was duly published in the Tuscaloosa News and abutting property owners and utility entities were notified by mail, all as required by law; and,

**WHEREAS**, on the date and time duly noticed and specified, a public hearing to determine the assent to the vacation and to discern the fair market value of the land added to that of the abutting landowners was held on March 11, 2025, and the abutting landowners either being present or having jointly consented to the same in the Declaration of Vacation or having waived their objection by their absence;

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



It appears to the City Council of Tuscaloosa that the vacation of said public street is in the interest of the public that such street or portions thereof, be vacated and that said vacation as herein described will not deprive other property owners of their right, as they may have, to convenient and reasonable means of ingress to and from their property, nor will it adversely affect the interest of the public in any way and that the assent of said City Council be, and the same is hereby, given to the vacation of the following described public street in the City of Tuscaloosa, County of Tuscaloosa, Alabama, to-wit:

Part of the Right-of-Way of 16th Street abutting Lot 1 according to the Survey of the Tosyali Subdivision, a map or plat of which is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 2019, at Page 95. Said Right-of-Way being approximately 15 feet by 250 feet and containing zero and nine hundredths (0.09) acres, more or less.

SEE ATTACHED EXHIBIT "A" FOR A DIPICTION OF THE STREET RIGHT OF WAY SOUGHT TO BE VACATED

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

1. That pursuant to Ala. Code §11-49-6 (1975), and Tuscaloosa City Code § 21-184 the fair market value of the land added to that land owned by the following abutting landowners and publication costs are set out as follows:

**Parcel 1**

Owner: Tosyali Properties, LLC

Owner Lot 1 according to the Survey of the Tosyali Subdivision Plat Book 2024 Page 227

Fair Market Value	\$ 74.48
Publication Costs:	<u>\$ 1,665.50</u>
Total:	\$ 1,739.98

Failure by any land owner to tender payment of the Fair Market Value of the lands received and publication costs within 60 days of the adoption of this resolution by the City Council, shall nullify the assent of the City Council and render said street/alley vacation void. **Payment Shall Be Tendered By Certified Funds Or Money Order And Payable To The City Of Tuscaloosa.**

2. That pursuant to Ala. Code §23-4-2 (1975), the City Clerk is hereby directed to publish this resolution in the Tuscaloosa News, a newspaper of general circulation, one time within 14 days of the adoption of this resolution.

3. That the Mayor be, and he hereby is, authorized to present a copy of this resolution duly certified as correct by the City Clerk of the City of Tuscaloosa, the officer in charge of the records of said Municipality to the landowners within 15 days of the date of publication of this resolution in order that same may be filed and recorded.

4. That this vacation is final and binding provided that an appeal is not filed by any interested person within 30 days of the adoption of this resolution to any trial court of competent jurisdiction and or appellate court of this State and is adjudicated in the appellants favor pursuant to procedures as set forth in Ala. Code §23-4-5 (1975) as amended by Acts of Alabama 2004-323 which renders said vacation null and void.

5. That this resolution shall not be valid nor considered a lawful conveyance and said street shall not be deemed to be vacated until such time as the payment of the publication costs and Fair Market Value of the lands described herein have been received by the City and all conditions of this resolution have been satisfied. Upon tender to the City of all sums due, the City is relieved from any and all responsibility and liability for the maintenance and repair of said street/alley. It is the responsibility of the owner to record the Resolution of Vacation with the Office of Probate Judge of Tuscaloosa County and the City shall not be held to be contributory negligent for the failure, mistake, neglect or omission of the owner to record the Resolution of Vacation of public record.

6. The vacated street shall remain open for public access and utilities until such time as appropriate utility access and cul-de-sac or other end or roadway measures have been constructed by the owner under City of Tuscaloosa approved utility and land development permits. The City of Tuscaloosa shall not be responsible for maintenance of the vacated portion of the alley, or for any damage done by or to any vehicles or personal injuries by parties using the vacated portion of the alley.

7. That this vacation is subject to any and all public utility easements including but not limited to City of Tuscaloosa, A T & T, Spire (Formally Alabama Gas) Gas Corporation and Comcast Cable which may exist and be located within the said right-of-way including such public utilities which may have utilized the Municipal street right-of-way without receiving an executed and or recorded easement from the City or any relevant property owner and a minimum easement of 20 feet in width, being 10 feet on either side of currently existing utilities, are reserved to any public utility with assets within the vacated area and the right for access to the same the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and specifically reserving unto Alabama Power Company APC the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred, including an easement area of no less than fifteen (15) feet on all sides of overhead electric facilities, plus anchors, and five (5) feet on all sides of

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW III/rd  
Requested: Planning Com/UD Date: 01/22/2025  
Council Presentation on: 02/04/2025  
Suspension of Rules: No

ORDINANCE NO. 91200

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO. 1

(Approx. 17.1 acre located east of 10390 Technology Drive fronting Wire Road—  
Petitioner: Longleaf Engineering, LLC)  
(SFR-1 to GPD)  
(OCA-25-0109/GPD-02-25)

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:

Beginning at the northeast corner of Lot 12, according to the map of Cottondale Industrial Park, Lots 11 & 12 as recorded in Plat Book 2021, at Page 109 in the Probate Office of Tuscaloosa County, Alabama; thence run in an easterly direction along the south right-of-way of the Norfolk Southern Railroad, being the arc of a curve to the left, having a radius of 1938.49 feet, an arc length of 625.70 feet, and a chord bearing and distance of S 77°48'10" E, 622.99 feet; thence run S 87°02'59" E for 289.70 feet along said south right-of-way; thence run S 1°31'51" E for 755.11 feet to the north margin of Wire Road; thence run N 58°50'51" W for 163.63 feet along said north margin; thence run in a northwesterly direction along said north margin, being the arc of a curve to the left, having a radius of 1530.00 feet, an arc length of 197.22 feet, and a chord bearing and distance of N 62°32'26" W, 197.09 feet; thence run N 66°14'00" W for 86.74 feet along said north margin; thence run in a westerly direction along said north margin, being the arc of a curve to the left, having a radius of 430.00 feet, an arc length of 239.62 feet, and a chord bearing and distance of N 82°11'52" W, 236.53 feet; thence run S 81°50'16" W for 145.15 feet along said north margin; thence run in a northwesterly direction along said north margin, being the arc of a curve to the right, having a radius of 370.00 feet, an arc length of 181.15 feet, and a chord bearing and distance of N 84°08'12" W, 179.34 feet; thence run N 70°06'40" W for 303.57 feet; thence run N 70°44'46" W for 23.29 feet; thence run N 19°15'14" E for 167.21 feet; thence run N 78°34'06" W for

31.55 feet; thence run N 71°50'17" W for 201.43 feet; thence run N 58°02'17" W for 10.00 feet to the east right-of-way of Technology Drive; thence run N 31°57'43" E for 65.00 feet along said east right-of-way; thence run in a northerly direction along said east right-of-way, being the arc of a curve to the left, having a radius of 65.00 feet, an arc length of 10.76 feet, and a chord bearing and distance of N 27°13'08" E, 10.75 feet; thence run S 58°43'35" E for 34.51 feet; thence run N 58°44'17" E for 522.47 feet; to the Point of Beginning. Said described property contains 17.11 acres, more or less, and lies in the S1/2 of the SW1/4 of Section 21, T21S, R8W and partly in the NE1/4 of the NW1/4 of Section 5, T22S, R8W, all in Tuscaloosa County, Alabama.

The above referenced property is presently zoned Single-Family Residential District (SFR-1) to be zoned General Planned Development District (GPD).

The General Planned Development District is subject to strict compliance with the Development Agreement as follows:

1. To consist of 55 single-family residential lots and three open space lots located east of 10390 Technology Drive fronting Wire Road. The development will consist of not greater than 3.2 dwelling units per acre.
2. To comply with all specifications outlined in the Development Plan and Narrative submitted to the Planning and Zoning Commission and City Council, building in compliance with renderings, elevations and the preliminary plat submitted to the Planning and Zoning Commission and City Council. Homes will be one- and two-story ranging from 1,700-3,000 square feet in size, with a maximum height of 35'. Setbacks will be as follows: front 20', rear 25', and side 5' each. Homes will range from three to five bedrooms and will be constructed of a mix of cement board siding and brick veneers, with a sale price starting in the \$290,000 range. Two off-street parking spaces will be included per lot.
3. Utilities within the development will be installed underground. All streets will be public and dedicated as such, as well as any easements shown on the preliminary plat.
4. Sanitary sewer and water services will be provided by the City of Tuscaloosa.
5. Community features will include two open spaces that include a 4.26-acre water conservation area as well as streetlights, sidewalks, and a gazebo gathering area. Brick entrance monuments with community names will be located at the subdivision entrances. Detention ponds and open spaces will be managed and maintained by the HOA.

DESCRIPTION APPROVED BY:

*ZL*

OFFICE OF URBAN DEVELOPMENT

Adopted 3/11/25  
(C/Ty-4)  
~~John~~  
City Clerk

introduced 2/4/25  
(H/Ty-4)  
L - Absent  
~~John~~  
City Clerk

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_

Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW III/rd

Requested: Planning Com/UD Date: 01/22/2025

Council Presentation on: 02/04/2025

Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO. 2

(Approx. 4.8 acres located at 1700 23<sup>rd</sup> Avenue East—  
Petitioner: Longleaf Engineering, LLC)  
(SFR-1 to SFR-2)  
(OCA-25-0124/Z-02-25)

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:

Beginning at a point formed by the intersection of the south right-of-way of 17<sup>th</sup> Street E with the east line of Section 30, T21S, R9W, Tuscaloosa County, Alabama; thence run south along the east line of Section 30 to the north line of Cross Creek, Third Section as recorded in Plat Book 2004 at Pages 111 and 112 in the Probate Office of Tuscaloosa County, Alabama; thence run west long the north line of said Cross Creek, Third Section to the east line of Tanglewood Subdivision as recorded in Plat Book 6 at Page 146 in said Probate Office; thence run north along said east line to the south right-of-way of 17<sup>th</sup> Street E; thence run east along said south right-of-way to the Point of Beginning. Said described property contains 5.0 acres, more or less, and lies in the E1/2 of the NE1/4 of Section 30, T21S, R9W, Tuscaloosa County, Alabama.

The above referenced property is presently zoned Single-Family Residential (SFR-1) district to be zoned Single-Family Residential (SFR-2) district.

DESCRIPTION APPROVED BY:

*[Handwritten signature]*

OFFICE OF URBAN DEVELOPMENT

*Tabled for 2 weeks on 3/11 (3/25/25) (F/H-Y)*  
*introduced 2/4/25 (W/H-Y)*  
*ll - Assent*  
*[Handwritten signature]*  
*City Clerk*

**RESOLUTION**

**RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT/SUPPLIES/SERVICES**

WHEREAS, the City of Tuscaloosa anticipates the issuance of approximately \$6,267.00 and wishes to present these expenditures before Council.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that, upon approval, the expenditures shall be as follows:

<b>Line Item Description</b>	<b>Account Type</b>	<b>GL Account</b>	<b>Amount</b>
AMP Repairs & Maintenance	Expense	22009063-23530	6,267.00
<b>Grand Total</b>			<b>\$6,267.00</b>

*Adopted 3/11/25  
(L/B - J)*

FUNDING REQUIRED:  Yes  No

22009063-23530  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: *Carly Howard*  
Chief Financial Officer

**COUNCIL ACTION**

*City Clerk*  
Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM/rmm

Requested: Projects Date: 02/25/2025

Council Presentation: 03/11/2025


Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH  
PROKLEEN, INC.  
(OCA-25-0256)

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 \$5,000.00 with ProKleen Inc., to auto-renew for three (3) years, for hood cleaning at Fire Stations 1 and 12, and as an act for, and on behalf of the City of Tuscaloosa, the City Clerk is authorized to attest the same.

Adopted 3/11/25  
(B/W-4)  
  
City Clerk

FUNDING REQUIRED:  Yes  No

10109042-3156

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

- Resolution \_\_\_\_\_
- Ordinance \_\_\_\_\_
- Introduced \_\_\_\_\_
- Passed \_\_\_\_\_
- 2<sup>nd</sup> Reading \_\_\_\_\_
- Unanimous \_\_\_\_\_
- Failed \_\_\_\_\_
- Tabled \_\_\_\_\_
- Amended \_\_\_\_\_
- Comments: \_\_\_\_\_



APPROVED AS TO FORM



Office of the City Attorney

Prepared By: KK

Requested: Finance Date: 2/25/25

Council Presentation: 3/11/25

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING TUSCALOOSA POLICE DEPARTMENT TO  
ACCEPT DONATION FROM INNISFREE AND ROUNDERS  
(OCA-25-0255)

WHEREAS, the Tuscaloosa Police Department has received notification of a contribution in the amount of \$11,302.00 from Innisfree and \$11,302.00 from Rounders for a total of \$22,604.00 for the purpose of funding a narcotics K9; and

WHEREAS, in recognition of the extreme generosity of Innisfree and Rounders and the need for a narcotics K9, the Tuscaloosa Police Department seeks authorization to accept the donation and to use said donation for the funding of a narcotics K9.

NOW, THEREFORE BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL, that that the Mayor be, and is hereby authorized to accept on behalf of the City of Tuscaloosa, a contribution from Innisfree and Rounders in the total amount of \$22,604.00, with said donation being used for the funding of a narcotics K9.

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows that the Purchasing Agent be, and they are hereby, authorized to issue purchase order(s) to the following individuals, organizations, and/or vendors in the amounts shown for the purchase and/or lease of the listed equipment, supplies, and/or services for the named municipal departments:

TUSCALOOSA POLICE DEPARTMENT

Equipment: Narcotics K9

Cost: \$22,604.00

Vendor: Alabama Canine Law Enforcement Officers Training Center, Inc.

This item was not included in an itemized equipment budget.

FUNDING REQUIRED:  Yes  No

10100080-1546

10105010-4010

By:

*Carly Staudig*  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 3/11/25  
(B/W-y)  
~~HA~~  
City Clerk

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: SEM  
Requested: TPD Date: 02/25/2025  
Council Presentation: 03/11/2025  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO CONTRACT WITH  
FLOCK GROUP, INC.  
(OCA-23-1771)

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

That the Mayor is authorized to execute Amendment Number 1 to the contract with Flock Group, Inc., in an amount not to exceed an additional \$12,500.00, payable as follows: \$3,150.00 for Year 2 and \$3,000.00 for Years 3, 4 and 5, as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

Adopted 3/11/25

(L/W-Y)

  
City Clerk  
COUNCIL ACTION

FUNDING REQUIRED:  Yes  No  
22240270-20556 - Year 1 \$3,150  
10105010-3156 - Years 2 and after \$3,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: TDB  
Requested: Projects: Date 2/25/25  
Presentation on: 3/11/25  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO DRAW DRAFT FOR THE ARMORY DRAINAGE/FLOOD MITIGATION BUYOUT PROJECT PROPERTY ACQUISITIONS (A09250) (OCA25-0317)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Chief Financial Officer be, and is hereby, authorized to draw a draft to the following for the stated amounts for payment of property acquisitions:

Armory Drainage/Flood Mitigation Buyout Project Acquisition Account Number 10104080-3100

<u>Tract</u>	<u>Payee</u>	<u>Amount</u>
Lot 10 Edgemore	Betty Tidwell	\$10,000.00

FUNDING REQUIRED:  Yes  No

10104080-3100  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 3/11/25  
Ordinance Adopted 3/11/25  
Introduced \_\_\_\_\_  
Passed (L/W-V)  
2<sup>nd</sup> Reading (L/W-V)  
Unanimous \_\_\_\_\_  
Failed BTM  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: City Clerk

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: TDB

Requested: Legal: Date 3/11/25

Presentation on: 3/11/25

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO DRAW DRAFTS FOR THE KICKER ROAD SIDEWALK PROJECT RIGHT OF WAY ACQUISITIONS (OCA-24-1164)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Chief Financial Officer be, and is hereby, authorized to draw draft to the following for the stated amounts for payment of property acquisitions:

Kicker Road Sidewalk Project Right of Way Acquisition Account Number 20309030-24002

<u>Tract</u>	<u>Payee</u>	<u>Amount</u>
2	SFR3-030, LLC	\$1,470.00
7	Corine Barnes	\$405.00

Adopted 3/11/25  
(Ty/H-Y)

FUNDING REQUIRED:  Yes  No

20309030-24002  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Carly Standley  
Chief Financial Officer

COUNCIL ACTION

Resolution [Signature]  
Ordinance \_\_\_\_\_  
Introduced City Clerk  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW  
Requested: Pub. Safety Date: 2/25/25  
Council Presentation: 3/11/25  
Suspension of Rules: No

RESOLUTION

RESOLUTION TO TEMPORARILY EXPAND THE  
DOWNTOWN ENTERTAINMENT DISTRICT HOURS FOR  
SATURDAY, April 5, 2025  
(A18-0233) (OCA-25-0232)

WHEREAS, THE CITY COUNCIL OF TUSCALOOSA created the Downtown Entertainment District on February 20<sup>th</sup>, 2018 for that period of time Friday and Saturday from 11:00 a.m. until 11:00 p.m. and on Sunday from 12:00 noon until 9:30 p.m.

WHEREAS, THE CITY COUNCIL OF TUSCALOOSA now desires to temporarily expand the Downtown Entertainment District hours on April 5, 2025 due to the Druid City Arts Festival sponsored by the City of Tuscaloosa at Government Plaza by expanding the District hours from 10:00 a.m. until 11:00 p.m. on Saturday, April 5, 2025.

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

That the Downtown Entertainment District hours are hereby temporarily expanded on Saturday, April 5, 2025 to be in effect from 10:00 a.m. until 11:00 p.m. and then return to regular hours the following day.

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chief Finance Officer

COUNCIL ACTION

Adopted 3/11/25

Resolution \_\_\_\_\_  
Ordinance (w/L-4)  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous [Signature]  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended City Clerk  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW III/rd

Requested: Planning Com/UD Date: 02/17/2025

Council Presentation on: 03/11/2025

Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO.3**

(Approx. 0.5 acre located at 6700 31<sup>st</sup> Street—  
Petitioner: Tony Taylor)  
(SFR-2 to SFR-4)  
(OCA-25-0289/Z-06-25)

**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:

Begin at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 31, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, and run thence in a Western direction along the section line for a distance of 636 feet; thence turn left 96°37' and run in a Southern direction for a distance of 500.6 feet to a point; thence turn right 95°55' and run in a Western direction along the North boundary line of what was formerly known as the Minter Slayton property for a distance of 310 feet to a point, which is the Northeast corner of the property herein described; thence turn left 55°55' and run in a Southern direction for a distance of 199.2 feet to a point on the North boundary line of the road; thence run in a Western direction along the North boundary line of the road for a distance of 136 feet; thence turn right 90°20' and run in a Northern direction for a distance of 211 feet to a point, which is the northwest corner of the property herein described; thence turn right 95°15' and run in an Eastern direction for a distance of 138.8 feet to the Northeast corner of the property herein described.

The above referenced property is presently zoned Single-Family Residential (SFR-2) district to be zoned Single-Family Residential (SFR-4) district.

DESCRIPTION APPROVED BY:

  
OFFICE OF URBAN DEVELOPMENT

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Chief Financial Officer

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Introduced : 3/11/25

(L/W-Y)

~~BO~~ \_\_\_\_\_

City Clerk



APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW III/rd

Requested: Planning Com/UD Date: 02/17/2025

Council Presentation on: 03/11/2025

Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO. 4**

(Approx. 57 acres being annexed into the City of Tuscaloosa located  
at 580 Old Colony Road — Brixton)  
Owners: Stipe Properties, LLC/Killingsworth Properties, LLC  
(SFR-1 to GPD)  
(OCA-25-0306/GPD-01-25)

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:

A PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 9 WEST, IN TUSCALOOSA COUNTY, ALABAMA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, START AT A CAPPED REBAR FOUND MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 9 WEST, SAID POINT ALSO MARKING THE SOUTHEAST CORNER OF LOT 130 THE TOWNES OF NORTHRIVER PHASE III, AS RECORDED IN PLAT BOOK 2009 AT PAGE 158 IN THE PROBATE RECORDS OF TUSCALOOSA COUNTY, ALABAMA; THENCE RUN IN A NORTHERLY DIRECTION AND ALONG THE EAST BOUNDARY OF SAID THE TOWNES OF NORTHRIVER PHASE III, AND A PROLONGATION THEREOF ALONG THE EAST BOUNDARY OF THE TOWNES OF NORTHRIVER PHASE III SECTION II, AS RECORDED IN PLAT BOOK 2011 AT PAGE 15 IN THE PROBATE RECORDS OF TUSCALOOSA COUNTY, ALABAMA, FOR A DISTANCE OF 780.65' TO A CAPPED REBAR FOUND (CA0047LS) MARKING THE NORTHEAST CORNER OF AN OPEN SPACE LOT, SAID POINT ALSO LYING ON THE PROPOSED SOUTHERN RIGHT-OF-WAY (30' FROM CENTERLINE) OF FOREST OAKS LANE, AN EXISTING 30' PRESCRIPTIVE RIGHT-OF-WAY; THENCE WITH AN INTERIOR ANGLE OF 88°47'16" TO THE LEFT, RUN IN AN EASTERLY DIRECTION AND ALONG SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE FOR A DISTANCE OF 9.03' TO A CAPPED REBAR FOUND (CA0032); THENCE WITH AN INTERIOR ANGLE OF 198°24'01" TO THE LEFT, RUN IN A NORTHEASTERLY DIRECTION AND ALONG SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE FOR A DISTANCE OF 216.57' TO A CAPPED REBAR FOUND (CA0032) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST,

SAID CURVE HAVING A DELTA OF  $2^{\circ}22'$ , A RADIUS OF 2,941.59', AND A TANGENT LENGTH OF 60.68'; THENCE WITH AN INTERIOR ANGLE OF  $178^{\circ}14'03''$  TO THE LEFT, RUN IN A NORTHEASTERLY DIRECTION AND ALONG SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE FOR A CHORD DISTANCE OF 121.34' TO A CAPPED REBAR FOUND (CA0032) MARKING THE POINT OF TANGENCY OF THE AFOREMENTIONED CURVE; THENCE WITH AN INTERIOR ANGLE OF  $178^{\circ}16'36''$  TO THE LEFT, RUN IN A NORTHEASTERLY DIRECTION AND ALONG SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE FOR A DISTANCE OF 691.16' TO A CAPPED REBAR FOUND (CA0032) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST, SAID CURVE HAVING A DELTA OF  $9^{\circ}59'$ , A RADIUS OF 718.70' AND A TANGENT LENGTH OF 62.73'; THENCE WITH AN INTERIOR ANGLE OF  $184^{\circ}28'56''$  TO THE LEFT, RUN IN A NORTHEASTERLY DIRECTION AND ALONG SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE FOR A CHORD DISTANCE OF 124.98' TO A CAPPED REBAR FOUND (CA0032) MARKING THE POINT OF TANGENCY OF THE AFOREMENTIONED CURVE; THENCE WITH AN INTERIOR ANGLE OF  $184^{\circ}30'02''$  TO THE LEFT, RUN IN A NORTHEASTERLY DIRECTION AND ALONG SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE FOR A DISTANCE OF 53.01' TO A CAPPED REBAR FOUND (CA0032); THENCE WITH AN INTERIOR ANGLE OF  $79^{\circ}29'51''$  TO THE LEFT, DEPARTING FROM SAID PROPOSED SOUTHERN RIGHT-OF-WAY OF FOREST OAKS LANE, RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 772.12' TO A CAPPED REBAR FOUND (CA0032) MARKING THE CENTER OF SECTION 31; THENCE WITH AN INTERIOR ANGLE OF  $166^{\circ}56'00''$  TO THE LEFT, RUN IN A SOUTHERLY DIRECTION AND ALONG THE EAST BOUNDARY OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR A DISTANCE OF 964.78' TO A CAPPED REBAR (LS12709) FOUND ON THE NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD, SAID ROAD HAVING A VARIABLE RIGHT-OF-WAY; THENCE WITH AN INTERIOR ANGLE OF  $116^{\circ}06'38''$  TO THE LEFT, RUN IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 7.75' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $123^{\circ}23'18''$  TO THE LEFT, RUN IN A NORTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 75.26' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $227^{\circ}09'22''$  TO THE LEFT, RUN IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 144.68' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $160^{\circ}19'27''$  TO THE LEFT, RUN IN A NORTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 269.94' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $213^{\circ}13'52''$  TO THE LEFT, RUN IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 128.91' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $154^{\circ}46'46''$  TO THE LEFT, RUN IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 95.72' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $154^{\circ}30'36''$  TO THE LEFT, RUN IN A NORTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD FOR A DISTANCE OF 128.49' TO A CONCRETE MONUMENT FOUND; THENCE WITH AN INTERIOR ANGLE OF  $222^{\circ}23'30''$  TO THE LEFT, RUN IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTHERN RIGHT-OF-WAY OF OL'

COLONY ROAD FOR A DISTANCE OF 26.46' TO A CAPPED REBAR SET (LS1197); THENCE WITH AN INTERIOR ANGLE OF 93°16'20" TO THE LEFT, DEPARTING FROM SAID NORTHERN RIGHT-OF-WAY OF OL' COLONY ROAD, RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 231.85' TO THE CENTER OF A SANITARY SEWER MANHOLE; THENCE WITH AN INTERIOR ANGLE OF 206°54'54" TO THE LEFT; RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 259.27' TO THE CENTER OF A SANITARY SEWER MANHOLE; THENCE WITH AN INTERIOR ANGLE OF 167°16'47" TO THE LEFT, RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 315.40' TO THE CENTER OF A SANITARY SEWER MANHOLE; THENCE WITH AN INTERIOR ANGLE OF 170°06'33" TO THE LEFT, RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 260.66' TO THE CENTER OF A SANITARY SEWER MANHOLE; THENCE WITH AN INTERIOR ANGLE OF 180°04'41" TO THE LEFT, RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 248.13' TO A CAPPED REBAR SET (LS1197) ON THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SAID POINT ALSO LYING ON THE SOUTH BOUNDARY OF SAID THE TOWNES OF NORTHRIVER PHASE III; THENCE WITH AN INTERIOR ANGLE OF 58°25'34" TO THE LEFT, RUN IN AN EASTERLY DIRECTION AND ALONG SAID SOUTH BOUNDARY OF THE TOWNES OF NORTHRIVER PHASE III FOR A DISTANCE OF 256.79' TO THE POINT OF BEGINNING, AT WHICH POINT THE ANGLE OF CLOSURE IS 271°53'48"; SAID PARCEL CONTAINING 57.00 ACRES, MORE OR LESS.

The above referenced property being annexed into the City of Tuscaloosa under the original zoning of Single-Family Residential District (SFR-1) to be zoned General Planned Development District (GPD).

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.

The General Planned Development District is subject to strict compliance with the Development Agreement as follows:

1. To consist of 144 single-family residential lots and seven open space lots on approximately 57 acres located north of Old Colony Road and south of Forest Oaks Lane and shall consist of not greater than 2.5 residential units per acre.
2. To comply with all specifications outlined in the "Development Plan and "Narrative"" submitted to the Planning and Zoning Commission and City Council, building in compliance with renderings, elevations, and preliminary plat submitted to the Planning and Zoning Commission and City Council, and compliance with all conditions in the report of the Planning and Zoning Commission to City Council.
3. To build in compliance with the proposed lot mix of 135 60' standard lots and nine half-acre estate lots. Setbacks for standard lots shall be 20' front, 5' side,

and 20' rear. Setbacks for the estate lots shall be 35' front, 7.5' side, and 35' rear. No lot shall have direct access to Ol' Colony Road or Forest Oaks Lane.

- 4. Utilities within the development shall be installed underground, as required in a General Planned Development.
- 5. Sidewalk and roadway connection shall be installed between Yorkshire Lane and Forest Oaks Lane, and the existing gate shall be removed per the Townes Phase III Sec II Final Plat.
- 6. This development will be served by the City of Tuscaloosa sanitary sewer system.
- 7. Each lot shall include a minimum of two off-street parking spaces.
- 8. The homes shall average 1,800 square feet to 3,104 square feet in size and be priced from \$500,000 - \$850,000.
- 9. There shall be 19 acres of open space including two pickle ball courts, passive recreation, open play space, and two dog parks.

DESCRIPTION APPROVED BY:



OFFICE OF URBAN DEVELOPMENT

introduced: 3/11/25

(CIL-4)  


COUNCIL ACTION

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Introduced \_\_\_\_\_

Passed \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Unanimous \_\_\_\_\_

Failed \_\_\_\_\_

Tabled \_\_\_\_\_

Amended \_\_\_\_\_

Comments: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW III/rd

Requested: Planning Com/UD Date: 02/17/2025

Council Presentation on: 03/11/2025

Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO.5

(Approx. 0.3 acre located at 2501 12<sup>th</sup> Avenue East—  
Marcum Family Investments, LLC)  
(SFR-2 to NC)  
(OCA-25-0315/Z-07-25)

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:

Lot 6 Elmire Drive, as recorded in Plat Book 6 at Page 66 in the Probate Office of Tuscaloosa County, Alabama.

The above referenced property is presently zoned Single-Family Residential (SFR-2) district to be zoned Neighborhood Commercial (NC) district.

DESCRIPTION APPROVED BY:

OFFICE OF URBAN DEVELOPMENT

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


By: \_\_\_\_\_  
Chief Financial Officer

Adopted 3/11/25  
(W/L-Y)

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CJE  
Requested: Pub.Sfty Date: 2/25/25  
Council Presentation on: 3/11/25  
Suspension of Rules: NO

ORDINANCE NO. 91001

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE AGREEMENT TO FIBER UTILITY NETWORK, INC. D/B/A ALABAMA FIBER NETWORK, ITS SUCCESSORS OR ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF TUSCALOOSA.  
(OCA-25-0118)**

**WHEREAS, Alabama Fiber Network** 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 **Alabama Fiber Network** 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, Alabama Fiber Network** 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 **Alabama Fiber Network's** request and grant a non-exclusive franchise agreement in accordance with the terms and conditions contained herein.

**WHEREAS, Alabama Fiber Network** 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 **Alabama Fiber Network**, 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 the following agreement:

**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 2025 (the "Effective Date"), by and between the CITY OF TUSCALOOSA, ALABAMA (the "City"), and **Alabama Fiber Network** or "Franchisee". City and **Alabama Fiber Network** 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 **Alabama Fiber Network** within the City in addition to Telecommunications Services including, without limitation, broadband services, internet access 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 Alabama **Fiber Network** '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 Alabama **Fiber Network** '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.

(l) "Gross Revenues" means any revenue derived by Alabama **Fiber Network** from the operation of the Telecommunications System to provide Telecommunications Services to Subscribers within the City, adjusted for non-payment. Gross Revenues shall include Telecommunications Services fees for Alabama **Fiber Network** 's local offering. The term Gross Revenues shall not include any taxes on Services furnished by **Alabama Fiber Network** or franchise fees imposed by any municipality, state, or other governmental unit and collected by **Alabama Fiber Network** 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, 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 Alabama **Fiber Network** 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, Alabama **Fiber Network** 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. **Alabama Fiber Network** shall not install any new Facilities in any Public Way without having received a permit from the City. **Alabama Fiber Network** 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) **Alabama Fiber Network** 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 **Alabama Fiber Network** will contain adequate information to reflect the construction plans of **Alabama Fiber Network**. No drawings provided by **Alabama Fiber Network** will be certified or stamped by a Professional Engineer. **Alabama Fiber Network** 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, **Alabama Fiber Network** 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, **Alabama Fiber Network** shall provide property owners with a point of contact in the event issues arise during construction that need immediate attention. **Alabama Fiber Network** 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) **Alabama Fiber Network** 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) **Alabama Fiber Network** 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, **Alabama Fiber Network** shall notify and seek permission from the City of Tuscaloosa prior to construction.

(e) **Alabama Fiber Network** 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) **Alabama Fiber Network** or **Alabama Fiber Network's** contractor will request locates and City shall provide locates of its facilities as required by Alabama's 811 law and regulations. **Alabama Fiber Network** 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. **Alabama Fiber Network** will not mark other utilities on permit or construction drawings based on such 811 locates performed. **Alabama Fiber Network** 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) **Alabama Fiber Network** shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of **Alabama Fiber Network'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 **Alabama Fiber Network's** activities encroaches upon the street, **Alabama Fiber Network** shall take immediate corrective action to remove the same.

(h) If streets and other Public Ways are damaged by **Alabama Fiber Network**, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, **Alabama Fiber Network**, upon written notice from the City and at **Alabama Fiber Network'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) **Alabama Fiber Network** shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of **Alabama Fiber Network'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 **Alabama Fiber Network** to such property at **Alabama Fiber Network'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, **Alabama Fiber Network** 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, **Alabama Fiber Network** 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 **Alabama Fiber Network**, to be adequate and **Alabama Fiber Network** 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) **Alabama Fiber Network** 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 **Alabama Fiber Network's** Facilities in accordance with the City ordinance regarding tree cutting and removal.

(m) **Alabama Fiber Network** 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 **Alabama Fiber Network** shall have the authority to require such payment in advance. **Alabama Fiber Network** shall be given at least sixty (60) days' advance notice to arrange such temporary aerial Facility alterations.

(n) The City shall not charge **Alabama Fiber Network** any permitting fees of any kind during the Term, except for a street cut permit fee of \$50.00 per cut, should **Alabama Fiber Network** 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 **Alabama Fiber Network** 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 **Alabama Fiber Network** complies with the foregoing requirements, **Alabama Fiber Network** 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 **Alabama Fiber Network** to relocate or protect its Facilities located in said street or Public Way, **Alabama Fiber Network** shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then **Alabama Fiber Network** shall be similarly compensated. Further, where the City has determined, in a competitively neutral and nondiscriminatory manner, that the location of **Alabama Fiber Network'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, **Alabama Fiber Network** shall move such Facilities to an alternate location as directed by the City. City shall use its best efforts to accommodate **Alabama Fiber Network's** preferences and requests in determining an alternate location. The City shall give **Alabama Fiber Network** 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. **Alabama Fiber Network** 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 **Alabama Fiber Network'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 **Alabama Fiber Network'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 **Alabama Fiber Network** or its contractor(s) to request the City to locate the public utility lines.

6. Damage to Existing Utilities. **Alabama Fiber Network** hereby agrees that (a) during the installation process, and (b) at any time after such installation, **Alabama Fiber Network** will immediately notify the appropriate utility provider and users in the event that **Alabama Fiber Network**, 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 **Alabama Fiber Network'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. **Alabama Fiber Network** 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 **Alabama Fiber Network's** Telecommunications System is located upon any portion of the City's Rights-of-Way, **Alabama Fiber Network** 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 **Alabama Fiber Network'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 **Alabama Fiber Network'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 **Alabama Fiber Network'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 **Alabama Fiber Network** 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 **Alabama Fiber Network** or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of **Alabama Fiber Network**, 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 **Alabama Fiber Network** written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, **Alabama Fiber Network** shall notify City in writing whether it will defend such claim. If **Alabama Fiber Network** 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 **Alabama Fiber Network** provides local Telecommunications Services to Subscribers within the City, **Alabama Fiber Network** 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, 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 **Alabama Fiber Network**, which shows the basis for the computation of all monthly service charge revenue from providing local Telecommunications Services and Gross Revenues received by **Alabama Fiber Network** from sale of Telecommunications 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 **Alabama Fiber Network'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 **Alabama Fiber Network'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 **Alabama Fiber Network** it will give **Alabama Fiber Network** 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 **Alabama Fiber Network** 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, **Alabama Fiber Network** 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 **Alabama Fiber Network** with a written notice of audit results and a copy of the final report presented to the City. **Alabama Fiber Network** 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. **Alabama Fiber Network** 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: telecommunication services, and bad debt.

10. Liability Insurance. At all times, **Alabama Fiber Network** 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. **Alabama Fiber Network** also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, **Alabama Fiber Network** shall secure any and all other insurance as **Alabama Fiber Network**, 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.

11. Books and Records. Throughout the Term of this Agreement, **Alabama Fiber Network** 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 **Alabama Fiber Network'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 **Alabama Fiber Network** 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 **Alabama Fiber Network** for a minimum period of three (3) years; provided it is understood that **Alabama Fiber Network** only retains call records for eighteen (18) months.

12. Transfer of Ownership or Control

(a) **Alabama Fiber Network** shall not transfer this Agreement or any of **Alabama Fiber Network'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 **Alabama Fiber Network** 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 **Alabama Fiber Network**, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of **Alabama Fiber Network**. Nothing herein shall prevent **Alabama Fiber Network** from providing Telecommunication Services and operating its Telecommunication System to its customers or Subscribers in the normal Course of its business.

(b) **Alabama Fiber Network** shall give City prior written notice of any impending transfer of Control of **Alabama Fiber Network** or its assets under Sections 12 (a)(ii) or (iii). Furthermore, **Alabama Fiber Network** shall ensure that the Person to whom Control of **Alabama Fiber Network** 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 **Alabama Fiber Network** under this Agreement effective as of the date of the transfer of Control or sale. **Alabama Fiber Network** 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 **Alabama Fiber Network**.

13. Compliance with Applicable Law. **Alabama Fiber Network** shall at all times comply with all laws applicable to its provision of Telecommunications Services in the City.

14. 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 **Alabama Fiber Network** 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 **Alabama Fiber Network** hereunder in the event of a material breach of its terms and conditions.



(b) Notice of Violation. In the event the City believes **Alabama Fiber Network** has not complied with the provisions of this Agreement, the City shall make a written demand that **Alabama Fiber Network** comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by **Alabama Fiber Network** continues for a period of thirty (30) days following **Alabama Fiber Network'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 **Alabama Fiber Network**, 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 **Alabama Fiber Network** has occurred.

(d) Declaration of Forfeiture. If the City Council shall determine the violation by the **Alabama Fiber Network** was the fault of **Alabama Fiber Network** 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.

15. 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 **Alabama Fiber Network** any rights with respect to any private property.

(f) Alabama Fiber Network repair, inspection, etc. All of the obligations imposed by this Agreement upon **Alabama Fiber Network** with regard to construction shall be equally applicable in the event that **Alabama Fiber Network** or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon **Alabama Fiber Network** 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 **Alabama Fiber Network** or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and **Alabama Fiber Network** 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 LLC:

Fiber Utility Network, Inc. d/b/a Alabama Fiber Network  
103 Jesse Samuel Hunt Blvd.  
Suite 203  
Prattville, AL., 36066

With copy to:

- Fiber Utility Network, Inc. d/b/a Alabama Fiber Network  
103 Jesse Samuel Hunt Blvd.  
Suite 203  
Prattville, AL., 36066  
Attn: President

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

(j) 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.

(k) 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 **Alabama Fiber Network** 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.

(l) Modification. **Alabama Fiber Network** 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 **Alabama Fiber Network**, 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.

(m) 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.

(n) Force Majeure. Neither the City nor **Alabama Fiber Network** 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.

**Fiber Utility Network, Inc. d/b/a Alabama  
Fiber Network**

By:

\_\_\_\_\_

Name:

Terry Metze

\_\_\_\_\_

Title:

Chief Executive Officer

\_\_\_\_\_

THE CITY OF TUSCALOOSA, ALABAMA

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Adopted 3/11/25

initialed: (L/W-Y)

man: (TY/H-Y)



City Clerk

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: LL  
Requested: FC 02/25/25  
Presentation on: 03/11/25  
Suspension of Rules: NO

ORDINANCE NO. 9602

AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET  
(AMENDMENT 7 – 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
TPD	PY LESO Auction Sales	\$(59,986)	\$(86,813)
TPD	Auction Sales – TPD LESO Funds	\$0	\$(553)
TPD/TFR	Donations	\$(50,000)	\$(76,143)
<b>Net Revenues</b>			<b>\$(53,523)</b>

EXPENDITURE			
Department	Account	Current Budget	Amended Budget
TPD	TPD Eqp/Supply (LESO 1033 PR)	\$0	\$27,380
TPD	Equipment	\$131,344	\$153,948
TFR	Travel/Education	\$34,200	\$37,739
<b>Net Expenditures</b>			<b>\$53,523</b>

FUNDING REQUIRED:  Yes  No  
FY25 General Fund

By: Carly Standridge  
Chief Financial Officer

COUNCIL ACTION

Resolution Adopted 3/11/25  
Ordinance Adopted 3/11/25  
Introduced Intro: (W/H-Y)  
Passed Intro: (W/H-Y)  
2<sup>nd</sup> Reading Intro: (W/H-Y)  
Unanimous Unan: (W/H-Y)  
Failed Unan: (W/H-Y)  
Tabled Intro: (W/H-Y)  
Amended Intro: (W/H-Y)  
Comments: Intro: (W/H-Y)

City Clerk

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: JPW III/rd  
Requested: Planning Com/UD Date: 02/17/2025  
Council Presentation on: 03/11/2025  
Suspension of Rules: No

## RESOLUTION

### RESOLUTION FIXING DAY FOR PUBLIC HEARING TO CONSIDER ADOPTION OF AMENDMENT TO THE ZONING ORDINANCE OF TUSCALOOSA AMENDMENT NO. 3

(Approx. 0.5 acres located at 6700 31<sup>st</sup> Street —  
Petitioner: Tony Taylor  
(SFR-2 to SFR-4)  
(OCA-25-0289/Z-06-25)

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, April 15, 2025 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. 3 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.

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 3/11/25

(LIC-1)

*BP*  
City Clerk

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW III/rd  
Requested: Planning Com/UD Date: 02/17/2025  
Council Presentation on: 03/11/2025  
Suspension of Rules: No

RESOLUTION

RESOLUTION FIXING DAY FOR PUBLIC HEARING TO CONSIDER ADOPTION OF  
AMENDMENT TO THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO. 4

(Approx. 57 acres located at 580 Old Colony Road being annexed  
into the City of Tuscaloosa — Brixton)  
Owners: Stipe Properties, LLC/Killingsworth Properties, LLC  
(SFR-1 to GPD)  
(OCA-25-0306/GPD-01-25)

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, April 8, 2025 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. 4 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.



FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 3/11/25  
(W/G-1)  
~~Boh~~  
City Clerk

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW III/rd  
Requested: Planning Com/UD Date: 02/17/2025  
Council Presentation on: 03/11/2025  
Suspension of Rules: No

## RESOLUTION

### RESOLUTION FIXING DAY FOR PUBLIC HEARING TO CONSIDER ADOPTION OF AMENDMENT TO THE ZONING ORDINANCE OF TUSCALOOSA AMENDMENT NO. 5

(Approx. 0.3 acres located at 2501 12<sup>th</sup> Avenue East —  
Marcum Family Investments, LLC  
(SFR-2 to NC)  
(OCA-25-0315/Z-07-25)

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, April 8, 2025 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. 5 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.

FUNDING REQUIRED:  Yes  No

---

---

---

---

---

---


---

---

By: \_\_\_\_\_  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 3/11/25  
(C/H-v)  
  
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:

Juantianna Thomas <i>River Market event rental refund</i>	\$645.42
Account #017190 <i>Water refund – Overpayments/Estimates/Misreads</i>	\$624.28
Tuscaloosa County Parking and Transit Authority <i>50% and 20% Operating Expenses for the IMF September 2024</i>	\$7,436.62
Daniel C. Lemley <i>Attorney fee for Client Case #TR-2024-9626</i>	\$462.82

TRAVEL AND TRAINING

Jonah Wible ARFF Training	\$210.86
Derrick Riddle ARFF Training	\$205.10

Adopted 3/11/25  
(B/TY-Y)  
  
City Clerk

TOTAL: \$  
Prepared: Assistant City Clerk  
Requested: Accounting & Finance  
Agenda: 3-11-2025