

TUSCALOOSA COUNTY COMMISSION
MEETING
MARCH 2, 2022

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned; the County Commission met pursuant to such adjournment with Probate Judge Rob Robertson presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the minutes of February 16, 2022.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to change the regularly scheduled County Commission Meeting on March 16, 2022 to be held on March 30, 2022.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to amend the current Retiree Health Insurance Policy to include the following:

"For employees hired after May 1, 2022, retirees for purposes of the Retiree Health Insurance Benefit shall be defined as those persons retiring from Tuscaloosa County with a minimum of five (5) years service credit with the County."

Exhibit 3-1, Page

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to authorize the Chair to execute a purchase agreement with Weyerhaeuser Company to extend the current gravel pit resources.

Exhibit 3-2, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss legal matters.

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Kings Landing, District III.

Exhibit 3-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Sand Road Acres, District IV.

Exhibit 3-4, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Tabernacle Corners, District I.

Exhibit 3-5, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Walker Gardens, No. 2, District III.

Exhibit 3-6, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a resolution setting the cost of demolition and authorizing the filing of a lien in the amount of \$13,869.51 on 11702 Wedgewood Ln, District II.

Exhibit 3-7, Pages

Upon request by County Attorney Robert Spence, Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to begin condemnation proceedings in reference to the Old Fayette Bridges (2 bridges) Project.

Exhibit 3-8, Pages

Upon request by District Attorney Hays Webb, Commissioner Jerry Tingle made a motion to allocate funds from the American Rescue Plan Act fund to the District Attorney's Second Chance Diversion Program. Commissioner Stan Acker offered an amendment for the allotment to cover two (2) years in the amount of \$87,333.34 which will be to cover two-thirds (2/3) of the salary for a case worker. The amendment was accepted by Commissioner Jerry Tingle and the motion, as amended, was seconded by Commissioner Mark C. Nelson. The motion passed with a unanimous vote.

Commissioner Reginald Murray's motion to award the Emergency Rental Assistance Program contract of \$6.1 million to Horne LLP and award \$500,000.00 to Community Services Programs of West Alabama, with their agreement to purchase Neighborly software to assist in disbursing funds, failed for lack of a second.

Upon request by Chief Byron Waid, Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a lease agreement with Alabama Power for continued use of a tower for radio communication equipment on Phillips Mountain in the amount of \$18,000.00 annually.

Exhibit 3-9, Pages

Upon request by PARA Director Gary Minor, Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve an expenditure from the American Rescue Plan Act fund in the amount of \$1,318,900.00 for the Sokol Park lighting project.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve funding in the amount of \$5,610.42 from the District I discretionary fund to the Tuscaloosa County School System for Northside High School lineman chute sports equipment.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding in the amount of \$10,000.00 from the District II discretionary fund to The Town of Vance for the Phillips Dr. infrastructure project.

The Commission retired into Executive Session.

Following Executive Session, Chairman Ward D. "Rob" Robertson called the Commission back to order.

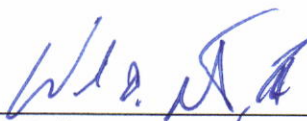
Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider purchasing an ambulance.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding in the amount of \$241,576.00 from the American Rescue Plan Act fund to purchase an ambulance.

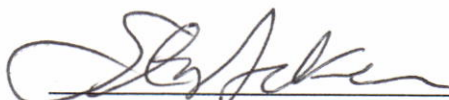
Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider pending legislation.

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a resolution of support for House Bill 424 and Senate Bill 280, as attached.

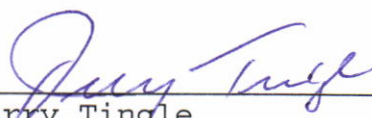
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 30, 2022.



Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



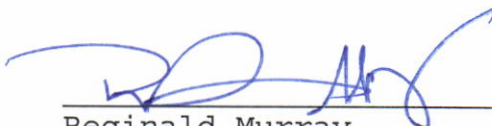
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

Retirees Health Insurance

Policy:

Health insurance coverage shall be provided to retirees from the County on the same benefit plan as active employees at no cost to the retiree for single coverage.

- (1) Retirees shall be defined as those persons leaving active employment with Tuscaloosa County with an immediate retirement annuity from the State Employees Retirement System or those persons completing service with the County who would otherwise have qualified by reason of service and/or age but are not participants in the State Employees Retirement System because of employment status excluding participation such as supernumery officials and others.
- (2) Those retirees who are eligible for Medicare will be provided the standard coverage under the group insurance plan which plan provides for a coordinated benefit with Medicare.
- (3) Retired employees may continue coverage on a spouse or children eligible for coverage at the time of retirement by paying the premium as established by the County Commission
- (4) For employees hired after May 1, 2022, retirees for purposes of the Retiree Health Insurance Benefit shall be defined as those persons retiring from Tuscaloosa County with a minimum of five (5) years service credit with the County.

Amended 3/1/2022

EX 3-1

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY

WHEREAS, Tuscaloosa County has previously purchased a parcel of land for use as a gravel pit; and

WHEREAS, the operations at the existing gravel pit are reaching the end of the commercially accessible gravel; and

WHEREAS, the County has negotiated the purchase from Weyerhaeuser Company of a tract of land abutting the existing gravel pit, with the anticipated gravel reserves which will be available for extraction by the County for the next fifty years.

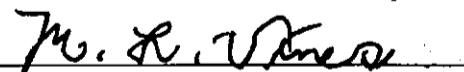
NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

That the Tuscaloosa County Commission authorizes the purchase of approximately 380 acres (more or less) from Weyerhaeuser Company for Nine Hundred Thirty-one Thousand Seven Hundred Eighty-four and no/100 Dollars (\$931,784.00) and authorizes the Chairman to execute all documents necessary to effectuate the purchase of the property. The County Commission further ratifies all actions taken by County officials in identifying, evaluating, and contracting to purchase the property, and all other actions leading to the purchase of the property.

Approved at our regularly-scheduled meeting on this the 2nd day of March, 2022.



Rob Robertson, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 3-2

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

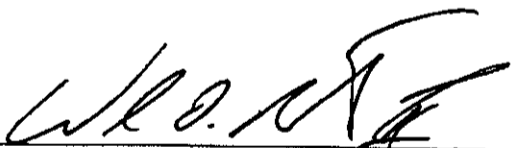
Kings Landing

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

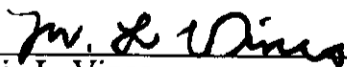
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 2nd day of March, 2022



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

ex 3-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

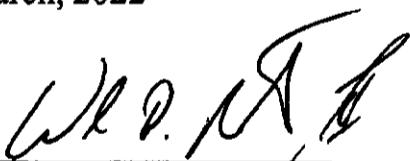
Sand Road Acres

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

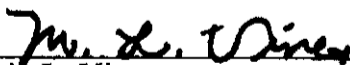
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 2nd day of March, 2022



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 3-4

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

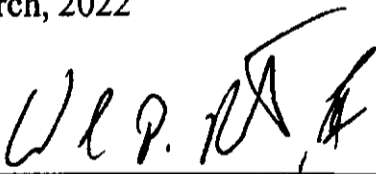
Tabernacle Corners

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

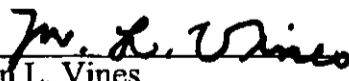
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 2nd day of March, 2022



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 3-5

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

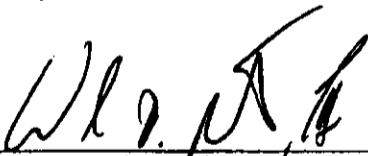
Walker Gardens

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and


WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 2nd day of March, 2022



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 3-6

RESOLUTION NO. _____

**RESOLUTION FIXING THE COST OF DEMOLITION OF
STRUCTURES AND AUTHORIZING THE FILING OF A LIEN**

WHEREAS, the person last assessing the real property in Tuscaloosa County identified as Tax Parcel I.D. #63-29-03-05-0-002-005.027 (which parcel is identified in tax records as being located at 11702 Wedgewood Lane, Cottondale, Alabama 35453) for state taxes is Darrell Ray Woods and Dennis Jay Woods, title to such real property having been vested in Darrell Ray Woods and Dennis Jay Woods, recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2020, Page 25892;

WHEREAS, the unsafe structure located on said tax parcel in Tuscaloosa County has since been demolished by Tuscaloosa County pursuant to Sections 11-53A-21, et seq., Code of Alabama (1975), as amended;

WHEREAS, the Inspector for Tuscaloosa County has reported to the County Commission that the cost of said demolition is \$13,869.51 and the cost of all legal advertising related thereto is \$213.00; and,

WHEREAS, the Alabama Code states that the cost of demolition and legal advertising shall constitute a special assessment against the lot upon which the structure was located and shall constitute a lien superior to all other liens except liens for taxes, as provided in Section 11-53A-25, Code of Alabama (1975), as amended.

NOW, THEREFORE, be it resolved by the County Commission of Tuscaloosa County, Alabama, as follows:

1. That the cost of all legal advertising and for the demolition of the unsafe structure located on Tax Parcel I.D. #63-29-03-05-0-002-005.027 (which parcel is identified in tax records as being located at 11702 Wedgewood Lane, Cottondale, Alabama 35453), and the person last

EX 3-7


assessing said property for state taxes being Darrell Ray Woods and Dennis Jay Woods, recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2020, Page 25892, be, and it is hereby, fixed at \$14,082.51.

2. That this Resolution shall be mailed to Darrell Ray Woods and Dennis Jay Woods and forwarded to the Tax Assessor's Office in accordance with the Alabama Code.

3. The County Administrator is authorized to file a certified copy of this Resolution in the Office of the Judge of Probate of Tuscaloosa County and the same shall constitute a lien in the amount of \$14,082.51 against the property at Deed Book 2020, Page 25892.

RESOLVED AND DONE this 2 day of MARCH, 2022.

TUSCALOOSA COUNTY COMMISSION



Ward D. Robertson, III, Judge of Probate

ATTEST:



Melvin Vines, County Administrator

APPROVED THIS THE 2nd DAY OF March, 2022.

203-7

THIS INSTRUMENT PREPARED BY:

Ann L. Reardon
ROSEN HARWOOD, P.A.
2200 Jack Warner Parkway
Suite 200 (35401)
P.O. Box 2727
Tuscaloosa, Alabama 35403
(205) 344-5000

Source of Title: Deed Book 2001 at Page 14251

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

RESOLUTION AUTHORIZING CONDEMNATION

WHEREAS, Tuscaloosa County (hereinafter referred to as the "County") is presently engaged in efforts to construct a bridge replacement on County Road 124 (Old Fayette Road) over Barbee Creek (hereinafter referred to as the "Bridge Project") that will require obtaining certain tracts of real property for additional right-of-way to accommodate said Bridge Project located in Tuscaloosa County, Alabama, owned by the following individuals: Kerry V. Chandler and Tavana G. Chandler or their heirs or devisees, if deceased (hereinafter referred to as the "Owners");

WHEREAS, as part of its Bridge Project, it is necessary and expedient for the County to acquire fee ownership of certain tracts of land for the purposes of constructing, laying, installing, maintaining, operating, improving, inspecting, altering, renewing, repairing, removing, changing the size of and/or relocating and replacing the bridge and roadway, together with all other appurtenances necessary or convenient to the County in the construction, operation, inspection, maintenance or use of said improvements in the locations described and depicted on the attached Exhibit "A" which is hereby incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, in the judgment of the County, it is necessary and expedient for carrying out the full powers granted to the County that such Property be acquired; and

WHEREAS, the County desires and hereby proposes the condemnation of the Property pursuant to Code of Alabama, Sections 11-80-1, 18-1A-1, *et seq.*, and 18-1B-1, *et seq.*; and

WHEREAS, all of the Property lies within the jurisdiction of Tuscaloosa County, Alabama; and

WHEREAS, it appears to the County, that the condemnation of said Property will not adversely affect the interest of the public in any way; and

WHEREAS, the County desires to authorize the County's attorney to acquire said Property by condemnation.

203-8

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, Alabama, as follows:

1. That it is in the interest of the public that the County acquire by condemnation the Property, as depicted on and described in Exhibit "A" hereto.

2. That the County's attorney be, and is hereby authorized to acquire said Property by condemnation.

3. That the Chairman of the Tuscaloosa County Commission be, and is hereby authorized to present a copy of this Resolution, duly certified as correct by the County Administrator, to the County's attorney in order that the same may be attached to the Petition for Condemnation to be filed in the Probate Court of Tuscaloosa County.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name on its behalf by its Chairman on this the 2nd day of March, 2022.

TUSCALOOSA COUNTY COMMISSION

By: W.D. Robertson, III

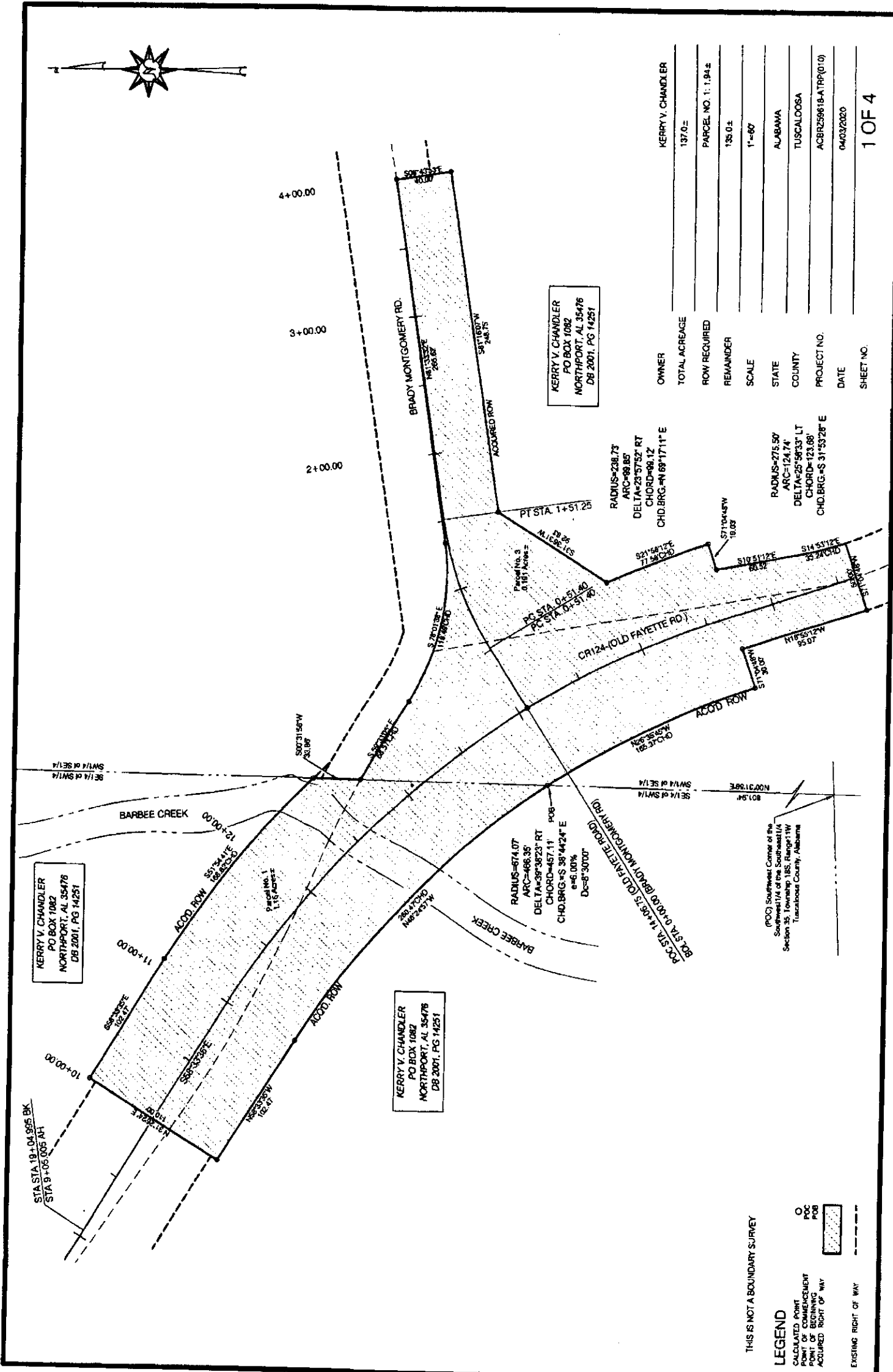
Ward D. "Rob" Robertson, III,
Chairman of the Tuscaloosa County Commission

ATTEST:

Melvin Vines
Melvin Vines, County Administrator

APPROVED THIS THE 2nd DAY OF March, 2022.

tx38



KERRY V. CHANDLER
PO BOX 1082
NORTHPORT, AL 35476
DB 2001, PG 14251

KERRY V. CHANDLER
PO BOX 1082
NORTHPORT, AL 35476
DB 2001, PG 14251

KERRY V. CHANDLER
PO BOX 1082
NORTHPORT, AL 35476
DB 2001, PG 14251

OWNER	KERRY V. CHANDLER
TOTAL ACREAGE	137.0±
ROW REQUIRED	PARCEL NO. 1: 1, 94±
REMAINDER	135.0±
SCALE	1"=60'
STATE	ALABAMA
COUNTY	TUSCALOOSA
PROJECT NO.	ACBRC59618-ATRP(010)
DATE	04/03/2020
SHEET NO.	1 OF 4

THIS IS NOT A BOUNDARY SURVEY

- LEGEND**
- CALCULATED POINT
 - POINT OF BEGINNING
 - ▨ ACQUIRED RIGHT OF WAY
 - EXISTING RIGHT OF WAY

EX-3-8

PREPARED BY:
Alabama Power Company
600 North 18th Street
Birmingham, AL 35203

TOWER AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 10 day of MARCH, 2022 (the "Effective Date"), by and between ALABAMA POWER COMPANY, an Alabama corporation ("Landlord") and TUSCALOOSA COUNTY, ALABAMA ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **Representations of Tenant:** Tenant acknowledges that Landlord is entering into this Lease based on its understanding that no public official or public employee (or their family members) will be compensated by or otherwise receive personal gain or financial benefit from this Lease. Tenant and its representatives understand that they are responsible for verifying that the request for and acceptance of this Lease is in compliance with the applicable federal, state, and local ethics laws. Tenant shall, at all times, fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction.
2. **Representations of Landlord:** Landlord states, and Tenant acknowledges, that Landlord owns a tower located in Tuscaloosa County, AL – known to Landlord as the Phillips Mountain Microwave Tower (the "Tower"). Landlord further states, and Tenant acknowledges, that Landlord is not the owner of the parcel of land upon which the Tower is sited (said parcel is more particularly described as "Parent Tract" on Exhibit "A", attached hereto), but, rather, enjoys exclusive legal right to build and maintain the Tower upon the Parent Tract. Tenant further acknowledges that any grant of rights pursuant to this agreement is granted subject to, and is limited by, the legal right of Landlord to grant such rights. No representation is made by Landlord to Tenant of Landlord's legal right to grant any permissions to enter upon the Parent tract, or any adjoining tract for any purpose whatsoever. Tenant acknowledges that it is responsible for acquisition of the legal right to enter upon the Parent Tract, or any other parcel for the purposes outlined in this agreement, or for any purpose whatsoever. For clarity, Landlord is not granting the right to Tenant to enter upon the Parent Tract, or any other tract of land – FOR ANY PURPOSE.
3. **Relocation Upon Request:** Tenant acknowledges that Landlord maintains the Tower for company use. Furthermore, Tenant pledges that, upon request by Landlord, Tenant will relocate any portion of the Communications Facility (as defined below), including any or all antennas attached to the Tower, within 60 days of notification in writing by Landlord.

4. **Leased Premises:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord (subject to paragraph 2), space on a Tower owned by Landlord (the "Tower"), as well as ground space for the placement of an equipment shelter and backup generator. Said leased space on the Tower being the area used to attach antennae, as depicted on Exhibit "B" (the Tower Space"), and said described land being lands upon which a communication shelter and backup generator are to be placed, as depicted on Exhibit "C" and attached hereto (the "Land Space"). The Tower Space and the Land Space constitute the demised premises and are collectively referred to as the "Leased Premises".
5. **Use:** The Tower will be used by Tenant to support the Tuscaloosa County E911 system. Tenant has the right to use the Leased Premises for the sole purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing a telecommunications center for use as a telecommunications facility as further described in this Lease. Tenant may construct, install, operate, maintain, upgrade, repair, remove, and operate the following-described telecommunications and associated equipment and communications shelters at, on, under, and/or in the Leased Premises:
- (a) Antennae as described on Exhibit "B", attached hereto
 - (b) Flexible coaxial transmission lines and communications equipment (such as a cable guide and brackets, which lines and equipment shall be anchored and installed on the Tower in accordance with good and accepted engineering practices.
 - (c) A concrete pad with a communications shelter or pole box ("Communications Shelter") placed thereon and containing, without limitation and in Tenant's reasonable discretion, telecommunications equipment consisting of cellular base stations, cellular switches, power supplies, batteries, and accessories.
 - (d) Emergency fuel-powered generator, all related equipment and appurtenances, and shelter therefor (for protection thereof from the elements and otherwise) to be used at Tenant's discretion, but in most cases intended to be used only in the event of power failure. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Leased Premises. Tenant shall obtain all authorizations and Permits (see Section 18) required for Tenant's generator prior to installation of said generator.

The above-described concrete pad, Communications Shelter, equipment contained therein, and equipment on the Tower is to be installed by Tenant or by Tenant's agents or contractors. In the installation thereof, Tenant, shall be required and hereby is authorized to install on the Leased Premises any grounding bed(s) for the Communications Facility. For the purposes of this Lease, all of Tenant's above-referenced equipment, switches, power supplies, batteries, Communications

Shelter, generator, generator shelter, accessories, and necessary appurtenances hereinafter shall be referred to collectively as the "Communications Facility".

Tenant has the right to make alterations of the Communications Facility from time to time, so long as such alterations do not adversely affect the structural integrity of the Tower or negatively impact the other users of the Tower. Prior to any upgrade or other alteration to the Communications Facility that would result in an increase in the number, weight, or wind loading of the antenna or transmission lines placed on the Tower, or would increase the space occupied by Tenant's equipment shelter, Tenant shall perform and submit to Landlord, at Tenant's expense, an engineering analysis verifying that the Tower has sufficient structural strength to accommodate such upgrade or alteration. Such upgrade or alteration shall be subject to the prior written approval of Landlord. Any modifications to the Tower required to accommodate any such upgrade or alteration shall be completed at Tenant's sole cost and expense with contractors approved by Landlord in its reasonable discretion.

6. Term:

- (a) Primary Term: The initial term of this Lease shall be for five (5) years (the "Primary Term"), and commences on April 1st, 2022 ("Commencement Date"), unless sooner terminated as provided herein.
- (b) Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each (each, an "Extended Term") provided Tenant is not then in default hereunder. Each of the Tenant's options for an Extended Term shall be deemed automatically exercised without further notice from Tenant and each Extended Term shall be deemed automatically renewed by Tenant, unless Tenant terminates the Lease at the end of the then current term.

7. Rent:

- (a) Base Rent: Tenant agrees to pay to Landlord, as Base Rent for the Leased Premises, the monthly sum of \$1500.00, payable in advance on each month thereafter during the Primary Term and each Extended Term. Payments should be remitted to:

Alabama Power Company
Attn: Legal and Leasing, Bin 12N-0989
600 18th St N
Birmingham, AL 35043

- (b) Base Rent Adjustment: The amount of Base Rent payable hereunder shall be increased by 15% at the beginning of each 5-year extension.

Ex 3-9

(c) Prorated Rent: Rent for any period during the term hereof which is less than one (1) calendar month shall be prorated.

8. Access: Tenant is solely responsible for the acquisition of the legal rights of ingress and egress to the Tower for both itself and for its qualified contractors. The rights of ingress and egress to the Tower are held exclusively by Landlord and, as such, are not assignable or grantable from Landlord to Tenant. For clarity, this agreement conveys to Tenant no right of ingress or egress to the Tower. Failure by Tenant to secure such rights shall represent a default by Tenant in accordance with Section 10(b)(vii).

Tenant or Tenant's qualified contractors or persons under Tenant's direct supervision shall have access to the Tower and Tenant's Communications Facility upon twenty-four (24) hours' notice to Landlord and the availability, at Landlord's option, of Landlord's field personnel to provide an escort and/or supervision. Notwithstanding the foregoing, and only in the event that Tenant must effect emergency repairs to the Communication Facility, Tenant may enter the Leased Area and make such repairs immediately with telephone notice of the necessity of such emergency repairs.

9. Utilities at Tenant's Cost: Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. If necessary, Tenant shall have an electrical current meter and gas meter installed at the Leased Premises for Tenant's electrical usage and gas usage, respectively, and the cost of such meter(s) of installation, maintenance, upgrade, and repair thereof shall be paid for by Tenant. Tenant shall pay the utility directly for its power consumption.
10. Notice: All notices or demands are deemed to have been given or made when delivered in person or two (2) days after mailed by certified, registered, or express mail, return receipt requested postage prepaid, United States mail, and addressed to the applicable Party as follows:

Landlord:

Alabama Power Company
600 North 18th St
P.O. Box 2641
Birmingham, AL 35291
Attn: Legal and Leasing
12N-0989

Tenant:

Tuscaloosa County Commission
714 Greensboro Ave
Tuscaloosa, AL 35041
ATTN: Commission Chair

A Party may change its address to which any notice or demand may be given by written notice thereof to the other Party.

Ex 3-9

11. **Liability and Indemnity:** Tenant agrees to indemnify and hold harmless Landlord, its affiliates, and their directors, officers, employees, agents, and representatives (the "Indemnities") from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of Tenant, except to the extent that such claims may be due to or caused by the negligence or willful misconduct of Landlord or its Indemnities. Tenant agrees to use and occupy the Leased Premises at Tenant's own risk.

To the extent allowed by Alabama law, and except for Landlord's and Tenant's indemnification and defense obligations stated in this Lease, neither Party shall be liable to the other for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. **Termination:**

- (a) Following the Primary Term, Tenant has the right to terminate this Lease at any time upon any of the following events:
- (i) By Tenant for any reason or no reason at all with written notice from Tenant.
- (b) Landlord has the right to terminate this Lease upon any of the following events:
- (i) By Landlord for any reason or no reason at all upon six (6) months written notice from Landlord;
 - (ii) If Landlord, in its sole discretion based on engineering principles, determines that the Tower has become structurally unsound;
 - (iii) If Landlord, in its sole discretion based on fiscal and engineering principles determines that the Tower should be withdrawn from use as a communications facility;
 - (iv) If Landlord, in its sole discretion based on engineering principles determines that the Tower has become hazardous or dangerous to persons or property due to an Act of God;
 - (v) The Public Service Commission of the State of Alabama or any law, rule or regulation applicable to Landlord prevents, makes unlawful, or eliminates Landlord's authority to lease the Leased Premises to Tenant or to allow the Communication Facilities to be located on the Leased Premises or requires the removal of Tenant's Communication Facilities;