

TUSCALOOSA COUNTY COMMISSION

MEETING

June 19, 2013

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 W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker  
Jerry Tingle  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of invoices to Burk-Kleinpeter for the following bridge replacement projects:

Holman Church Road \$15,500.00  
Old Fayette Road over Binion Creek tributary \$150.00  
Old Jasper Road over Tyro Creek \$795.00  
South Sandy Road over Big Sandy Creek \$1,250.00

Exhibit 6-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt resolutions accepting the streets and drainage structures located in dedicated street rights-of-way for maintenance by the Tuscaloosa County Commission in the following subdivisions:

Wells Creek Second Section  
Wells Creek Third Section  
Patton Farms Phase Two

Exhibit 6-2, Page  
Exhibit 6-3, Page  
Exhibit 6-4, Page

Commissioner Bobby Miller 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 discuss a subdivision waiver request from McGiffert and Associates, LLC regarding Englewood Village Phase IV Final Plat and Maxwell Manor Section Two Final Plat.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize a subdivision waiver request from McGiffert and Associates, LLC requesting Final Plats be approved for Englewood Village Phase IV and Maxwell Manor Section Two.

Exhibit 6-5, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to reduce the speed limit on Romulus Road from 45 MPH to 35 MPH from the intersection of Libby Road to the intersection of Highway 140.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to close the Road and Bridge Department Friday, July 5th after the 4th of July holiday. Employees may take July 5<sup>th</sup> as a vacation day.

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution, Declaration of Existence of Urgent Need, which will address CDBG projects. This resolution will enable the County to apply for CDBG grant funds from ADECA to address projects in the Holt Community and Friday Circle.

Exhibit 6-6, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution, Transportation Alternatives Program, through the Department of Transportation, linking a trail from Hinton Place in the vicinity of the proposed route for the Remington Drive

Extension to the Bobby Miller Center and connecting to a trail at the Center previously submitted for grant funding. By approving the resolution, the Commission endorses this project, approves it for submission, authorizes the Chairman to execute the documents and commits to the provision of matching funds totaling \$135,500.00 with \$100,000.00 of the funds provided as match for the \$400,000.00 in grant funds with the balance for preliminary engineering upon grant approval.

Exhibit 6-7, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution, Declaration of Slums and Blight, which will address CDBG projects. The resolution will declare an area or portions of an area as an area of slums and blight.

Exhibit 6-8, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for the purchase of (1) one or more 2013 or 2014 Chevrolet Tahoe(s) or equal to Capital Chevrolet, the lowest bidder meeting specifications and requirements. The bids were opened May 29, 2013.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a State grant for the Arts Council of Tuscaloosa in the amount of \$550.00.

Exhibit 6-9, Page

The County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for May 2013.

Exhibit 6-10, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution authorizing the vacation of right-of-way of a portion of Jacob Road. It was noted by County

Attorney Robert Spence that a public hearing was held June 5, 2013 and that no persons were in attendance to object.

Exhibit 6-11, Page

After a public hearing, Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution authorizing the vacation of right-of-way of a portion of Joe Moore Road. It was noted by Chairman McCollum, that the record reflects, that no persons were in attendance to object.

Exhibit 6-12, Page

During a public hearing regarding the vacation of right-of-way of a portion of Pine Lake Spur, the Commission was addressed by Eugene Dobbins and Darrell Hulsey. After discussion, Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, to table the item in hopes that both parties could reach an amicable agreement. The motion to table passed unanimously.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution authorizing the demolition of property determined to be a public nuisance.

Property to be demolished:  
4906 21<sup>st</sup> Street, Tuscaloosa, AL 35401  
Parcel ID #63-31-09-29-1-001-023.003

Exhibit 6-13, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution authorizing the demolition of property determined to be a public nuisance.

Property to be demolished:  
515 Crescent Ridge Road East, Tuscaloosa, AL  
35404  
Parcel ID #30-05-16-3-010-013.000

Exhibit 6-14, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a

resolution authorizing the Chairman to execute an amendment to the Supplement Funding Agreement for the Tuscaloosa Metro Animal Shelter. A Change Order was required in the amount of \$27,730.72, increasing the not to exceed amount of paragraph one of the original Funding Agreement, from \$220,000.00 to \$245,000.00. Tuscaloosa County will fund 48% of this increase, with the additional 52% funded by City of Tuscaloosa and City of Northport.

Exhibit 6-15, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize a settlement agreement with Ken Olive, Developer of Autumnwood Subdivision. Mr. Olive proposes to pay \$20,000.00 in installments over the next year to cover the cost of finishing this subdivision. In consideration of Mr. Olive successfully making payments of the sums as set forth in the Agreement, the County agrees that it will undertake the completion of the roads in Autumnwood Subdivision Phase I.

Exhibit 6-16, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss pending litigation by Joseph Carl Morgan.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to participate with the City of Tuscaloosa and the University of Alabama in the funding of PARA Capital Project, 01' Colony Golf Course Renovation. The Commission will fund 1/3 of the project at a cost of \$375,000.00.

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize evaluation of 16964 Highway 216 for condemnation as a public nuisance.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize a funding request from Tuscaloosa County Schools for Sipsey Valley High School Tennis Project and Buhl Elementary Walking Track under the Commission Public Use Projects. Total funding amount requested for these two projects, \$122,000.00.

Exhibit 6-17, Page


The Commission was addressed by Anderson Walker regarding a sinkhole on his property located in the backyard. After discussion, including the County's guidelines on repairs to drainage structures outside the county right-of-way, Judge McCollum directed County Engineer, Bobby Hagler to inspect the sinkhole and offer suggestions to Mr. Anderson to solve the problem.

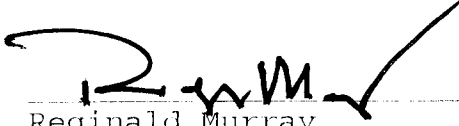
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 17, 2013.

  
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission

  
Stan Acker  
Commissioner - District I

  
Jerry Tingle  
Commissioner - District II

  
Bobby Miller  
Commissioner - District III

  
Reginald Murray  
Commissioner - District IV

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

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CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180  
TUSCALOOSA, AL 35401-9166  
TELEPHONE (205) 759-3221 FAX (205) 759-9166  
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

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REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

May 31, 2013

Bobby Hagler, P.E.  
Tuscaloosa County Engineer  
2810 35th Street  
Tuscaloosa, AL 35401

RE: Holman Church Road Bridge Replacement  
Client Number 252  
Invoice # 2  
BKI Job No. Tu.13.013-01

For professional services rendered on the referenced project through the month of May 2013.

**PAYMENT REQUEST NO. 2**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$57,500.00	47%	\$ 27,000.00	\$ 7,000.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ 8,500.00
GEOTECHNICAL SERVICES	\$ 22,950.00	0%	\$ -	\$ -
	<u>\$88,950.00</u>		<u>\$ 35,500.00</u>	<u>\$ 15,500.00</u>

PREVIOUSLY INVOICED: \$ (20,000.00)  
AMOUNT DUE: \$ 15,500.00

BKI INVOICE: 52961  
ks

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JUN 11 2013  
TUSCALOOSA COUNTY  
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BRUCE L. HIGGINBOTHAM, PE

May 31, 2013

Bobby Hagler  
Tuscaloosa County Engineer  
2810 35th Street  
Tuscaloosa, AL 35401

RE: Binlon Creek Tributary Bridge Replacement  
Client Number 252  
Invoice #7  
BKI Job No. Tu.12.018-01

For professional services rendered on the referenced project through the month of May 2013.

**PAYMENT REQUEST NO. 7**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$19,500.00	87%	\$ 16,900.00	\$ 150.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
PROPERTY PLATS	\$2,500.00	80%	\$ 2,250.00	\$ -
GEOTECHNICAL SERVICES	\$ 17,999.00	33%	\$ 6,000.00	\$ -
	<u>\$45,499.00</u>		<u>\$ 30,650.00</u>	<u>\$ 150.00</u>
			PREVIOUSLY INVOICED:	\$ (30,500.00)
			AMOUNT DUE:	\$ 150.00

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TUSCALOOSA COUNTY  
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BKI INVOICE: 52928  
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VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

May 31, 2013

Bobby Hagler  
Tuscaloosa County Engineer  
2810 35th Street  
Tuscaloosa, AL 35401

RE: Tyro Creek Bridge Replacement  
Client Number 252  
Invoice # 21  
BKI Job No. TU.11.004

For professional services rendered on the referenced project through the month of May 2013.

**PAYMENT REQUEST NO 21**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	99%	\$ 46,175.00	\$ -
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	80%	\$ 19,037.81	\$ 795.00
			\$ 72,912.81	\$ 795.00

PREVIOUSLY INVOICED: \$ (72,117.81)  
AMOUNT DUE: \$ 795.00

BKI INVOICE: 52958

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REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

May 31, 2013

Bobby Hagler  
Tuscaloosa County Engineer  
2810 35th Street  
Tuscaloosa, AL 35401

RE: South Sandy Bridge Replacement  
Client Number 252  
Invoice #14  
BKI Job No. Tu.12.010-01

For professional services rendered on the referenced project through the month of May 2013.

**PAYMENT REQUEST NO.14**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$65,000.00	99%	\$ 64,363.80	\$ -
SURVEY SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
PROPERTY PLATS	\$2,500.00	60%	\$ 1,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	100%	\$ 23,750.00	\$ -
	<u>\$98,750.00</u>		<u>\$ 97,114.24</u>	<u>\$ -</u>
<b>SUPPLEMENTAL AGREEMENT</b>				
DESIGN SERVICES	\$51,750.00	94%	\$ 51,250.00	\$ 1,250.00
GEOTECHNICAL SERVICES	\$7,500.00	87%	\$ 7,500.00	\$ -
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
			<u>\$ 64,250.00</u>	<u>\$ 1,250.00</u>

PREVIOUSLY INVOICED: \$ (160,114.24)  
AMOUNT DUE: \$ 1,250.00

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TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 52926



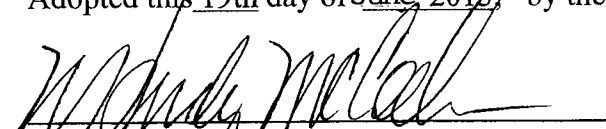
**RESOLUTION ACCEPTING STREETS IN  
WELLS CREEK SECOND SECTION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in **WELLS CREEK SECOND SECTION** subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this 19th day of June, 2013 by the TUSCALOOSA COUNTY COMMISSION.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman

  
\_\_\_\_\_  
Melvin Vines, County Administrator

Seal

**RESOLUTION ACCEPTING STREETS IN  
WELLS CREEK THIRD SECTION**

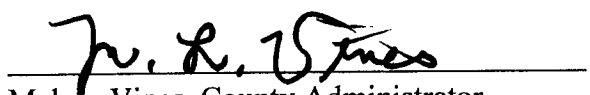
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in **WELLS CREEK THIRD SECTION** subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this 19th day of June 2013, by the TUSCALOOSA COUNTY COMMISSION.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman

  
\_\_\_\_\_  
Melvin Vines, County Administrator

Seal


**RESOLUTION ACCEPTING STREETS IN  
PATTON FARMS PHASE 2**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in **PATTON FARMS PHASE 2** subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this 19th day of June, 2013, by the TUSCALOOSA COUNTY COMMISSION.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman

  
\_\_\_\_\_  
Melvin Vines, County Administrator

Seal



Site Design | June 18, 2013

Utility Design | Mr. Bobby Hagler, PE  
Tuscaloosa County Engineering Department  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

Transportation | Re: Englewood Village Phase IV Final Plat  
Maxwell Manor Section Two Final Plat

Environmental | Dear Mr. Hagler:

Surveying | Englewood Village Phase IV and Maxwell Manor Section Two are components of a development started in 2005, and most recently updated and approved by the Tuscaloosa Planning Commission in September 2010, who was the governing jurisdiction at that time. The construction of these developments commenced in 2006, with sanitary sewer improvements (located within the proposed streets) complete prior to 2008. Final construction was completed in December 2012, including the final wearing surface. All Construction Plans have been approved by the City Engineer and the City accepted maintenance of the sanitary sewer in December 2011.

Construction Contract Administration | The Tuscaloosa County Subdivision Regulations were amended on March 13, 2013. These new regulations require a 30 foot building setback rather than the 20 foot building setback approved by the City Planning Commission. Since construction was complete prior to the amended regulations, we request the Final Plats be approved with the setbacks as approved by the Planning Commission.

On March 12, 2013, The City of Tuscaloosa signed the above final plats and on March 15, we submitted the final subdivision plats to the County for your signature. We submitted with the plats a maintenance bond that named the City exclusively as the owner and have since provided revised maintenance bonds naming both the City and the County as owners.

Based on the above, and the fact all construction was complete before the Subdivision Regulations were amended, we respectfully request your signature on the Final Subdivision Plats for Englewood Village Phase IV and Maxwell Manor Section Two.

If there is additional information we can provide please advise.

Best regards,  
McGiffert AND ASSOCIATES, LLC  
*Michael W. Gardiner*  
Michael W. Gardiner, PE/PLS  
Al Reg. No. 16683  
MWG/dm

2814 Stillman Boulevard  
Tuscaloosa, AL 35401

Post Office Box 20559  
Tuscaloosa, AL 35402

Telephone 205.759.1521  
Fax 205.759.1524

www.mcgiffert.com

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RESOLUTION

WHEREAS, the Tuscaloosa County Commission supports projects which improve the quality of life for the residents of Tuscaloosa County as well as projects which may supplement the traditional, existing transportation network within the County; and

WHEREAS, a proposed project grant application, The Patriot Path Project, has been researched and developed for submission to the State of Alabama Department of Transportation under the Transportation Alternatives Program (TAP) for the construction of a project which will be located near State of Alabama Highway 69 South in Tuscaloosa County;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the preparation of and endorses the submission of said application package to the State of Alabama Department of Transportation and authorizes the Commission Chairman, W. Hardy McCollum, to execute any and all documents which are pertinent and necessary for the submission of the proposed project;


BE IT FURTHER RESOLVED that, as a show of local commitment to the successful completion of the proposed project, The Patriot Path Project, the Tuscaloosa County Commission, in support of the grant application, pledges \$100,000.00 in local, matching funds for the project.

Hereby approved and adopted this the 19<sup>th</sup> day of June, 2013.



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W. Hardy McCollum, Chairman  
Tuscaloosa County Commission



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Melvin L. Vines, County Administrator  
Tuscaloosa County Commission

STATE OF ALABAMA            )  
COUNTY OF TUSCALOOSA    )

**AGREEMENT**

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Arts Council of Tuscaloosa hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

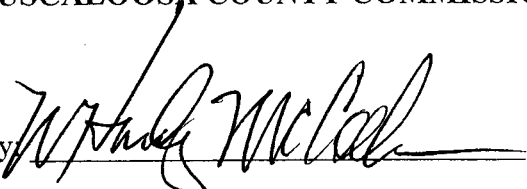
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

1. That the Recipient will provide services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of **\$550.00** upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling **\$550.00** shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TUSCALOOSA COUNTY COMMISSION**

**ARTS COUNCIL OF TUSCALOOSA**

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

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

Its: Chairman \_\_\_\_\_

Its: \_\_\_\_\_



MONTH OF: **MAY , 2013**

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	16914-17406	\$4,143,439.15
112 ROAD & BRIDGE	4909-5089	\$1,501,648.13
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX	316-317	\$600,000.00
120 REAPPRAISAL	2115-2143	\$1,079,174.59
160 COMMUNITY DEVELOP	1579-1581	\$14,510.95
710 PAYROLL-CHECKS	93157-93226	\$1,761,396.74
	55766-55948	\$165,762.09
	13676-15031	\$1,610,463.65
720 PAYROLL-DIR DEP	378-379	\$19,690.22
730 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	7895-7914	\$232,285.29
780 E911	4828-4837	\$22,965.85
781 GAS TAX BONDING		
783 WORKMEN'S COMP	118	\$9,236.86
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		
		<hr/>
		\$11,160,573.52

CHECKED BY: W M Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM

W Hardy McCollum

COMMISSIONER, STAN ACKER

Stan Acker

COMMISSIONER, JERRY TINGLE

Jerry Tingle

COMMISSIONER, BOBBY MILLER

Bobby Miller

COMMISSIONER, REGINALD MURRAY

Reginald Murray

THIS INSTRUMENT PREPARED BY:  
ELIZABETH S. GORDON  
ROSEN HARWOOD P.A.  
ATTORNEYS AT LAW  
2200 Jack Warner Parkway,  
Suite 200 (35401)  
Post Office Box 2727  
Tuscaloosa, Alabama 35403  
(205) 344-5000

Sources of Title: Deed Book 341 at Page 108  
Deed Book 737 at Page 502  
Deed Book 739 at Page 24  
Deed Book 1999 at Page 3286

**RESOLUTION AUTHORIZING THE VACATION OF RIGHT-OF-WAY  
OF JACOB ROAD IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owner of the land abutting that certain right-of-way more particularly described in Exhibit "A," and depicted on Exhibit "B", said Exhibits being attached hereto and incorporated herein by reference, **Frank Burns, Bobbye Nell Burns, Evelyn Burns Daniels, Thomas Daniels, Nobie Rebecca Burns Krallman, and Richard Krallman** (hereinafter referred to as the "Owners"), allege they own all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

WHEREAS, said right-of-way does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission to the vacation of said right-of-way has been requested and is desired by the Owner; and,

WHEREAS, it appears to the Tuscaloosa County Commission, that the vacation of said right-of-way, as hereinafter described, will not deprive other property owners of their right to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

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 right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A" and depicted on Exhibit "B" hereto, be vacated.

2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A" and depicted on Exhibit "B" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" and depicted on Exhibit "B" shall vest in **Frank Burns, Bobby Nell Burns, Evelyn Burns Daniels, Thomas Daniels, Nobie Rebecca Burns Krallman, and Richard Krallman.**

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owners in order that the same may be recorded in the Office of the Judge of Probate.

RESOLVED AND DONE this 19~~th~~ day of June, 2013.

TUSCALOOSA COUNTY COMMISSION

By: 

W. Hardy McCollum, Judge of Probate

ATTEST:

  
Melvin Vines, County Administrator

APPROVED THIS THE 19~~th~~ DAY OF June, 2013.

2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A" and depicted on Exhibit "B" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" and depicted on Exhibit "B" shall vest in **Frank Burns, Bobbye Nell Burns, Evelyn Burns Daniels, Thomas Daniels, Nobie Rebecca Burns Krallman, and Richard Krallman.**

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owners in order that the same may be recorded in the Office of the Judge of Probate.

RESOLVED AND DONE this 19<sup>th</sup> day of June, 2013.

TUSCALOOSA COUNTY COMMISSION

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

*W. Hardy McCollum*  
W. Hardy McCollum, Judge of Probate

ATTEST:

*M. L. Vines*  
Melvin Vines, County Administrator

APPROVED THIS THE 19<sup>th</sup> DAY OF June, 2013.

## NOTICE

A public hearing on the proposed vacations of the rights-of-way more particularly described below will be held on June 5, 2013 at 9:00 a.m. in the County Commission Chambers at the Tuscaloosa County Courthouse, 714 Greensboro Avenue, Tuscaloosa, Alabama 35401. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Tuscaloosa County Commission or may request an opportunity to be heard at the public hearing. The legal description of the right-of-way is as follows:

### VACATION OF RIGHT-OF-WAY

A right-of-way sometimes known as Jacob's Road, and which is particularly described as burdening the following land:

Commencing at a point where the East boundary of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 East of the St. Stephens Meridian intersects the Northwest margin of the right-of-way of U. S. Highway 43, and thence Southwestwardly on a bearing of South 60°08' West along the said margin of the right-of-way of U. S. Highway 43 for a distance of 20 feet to the intersection of the way to be vacated and the North margin of the right-of-way of U. S. Highway 43 and the Point of Beginning; thence continue along said margin of the right-of-way of U. S. Highway 43 for a distance of 81.24 feet to a point, thence with a deflection angle of 80°00' to the right run Northwestwardly for a distance of 285.44 feet to a point, thence with a deflection angle of 50°30' to the right run Northwardly for a distance of 68.65 feet to a point, thence with a deflection angle of 90°00' to the right run Eastwardly for a distance of 80 feet to a point, thence with a deflection angle of 90°00' to the right run 36.35 feet to a point, thence with a deflection angle of 50°30' to the left run 262.24 feet to the Point of Beginning.

This instrument prepared by  
Isaac P. Espy  
2728 Eighth Street  
Tuscaloosa, Alabama 35401

Re: Deed Book 341 Page 108  
Deed Book 737 page 502  
Deed Book 739 Page 24  
Deed Book 1999 Page 3286

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

**PETITION FOR VACATION OF RIGHT-OF-WAY FOR  
JACOB'S ROAD BY ABUTTING LANDOWNERS**

Come Frank Burns and wife Bobbye Nell Burns, Evelyn Burns Daniels and husband Thomas Daniels, and Nobie Rebecca Burns Krallman and husband Richard Krallman and under ALA. CODE § 23-4-20 (2007) petition the Tuscaloosa County Commission to approve the vacation of a way within Tuscaloosa County, and not within the corporate limits of any municipality, sometimes known as the Jacob's Road, and which is particularly described as burdening the following land:

Commencing at a point where the East boundary of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 East of the St. Stephens Meridian intersects the Northwest margin of the right-of-way of U. S. Highway 43, and thence Southwestwardly on a bearing of South 60°08' West along the said margin of the right-of-way of U. S. Highway 43 for a distance of 20 feet to the intersection of the way to be vacated and the North margin of the right-of-way of U. S. Highway 43 and the Point of Beginning; thence continue along said margin of the right-of-way of U. S. Highway 43 for a distance of 81.24 feet to a point, thence with a deflection angle of 80°00' to the right run Northwestwardly for a distance of 285.44 feet to a point, thence with a deflection angle of 50°30' to the right run Northwardly for a distance of 68.65 feet to a point, thence with a deflection angle of 90°00' to the right run Eastwardly for a distance of 80 feet to a point, thence with a deflection angle of 90°00' to the right run 36.35 feet to a point, thence with a deflection angle of 50°30' to the left run 262.24 feet to the Point of Beginning.

A map of a part of the County showing the location of said way is appended to this petition.

Said petitioners aver that they are all and the only owners of the land abutting the way to be vacated, and that said vacation shall not deprive any other property owner of any right they may have to convenient and reasonable means of ingress and egress to and from their property.

In witness whereof, this petition is executed by the undersigned on the 19<sup>th</sup> day of December, 2012:

Frank Burns  
Frank Burns

Bobbye Nell Burns  
Bobbye Nell Burns

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

Before me, the undersigned Notary Public, came Frank Burns, who is known to me, and acknowledged before me on this day that being informed of the contents of this petition he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 19<sup>th</sup> day of December, 2012.

Rosa A Burns  
Notary Public  
My Commission Expires:

MY COMMISSION EXPIRES  
07-12-2015

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

Before me, the undersigned Notary Public, came Bobbye Nell Burns, who is known to me, and acknowledged before me on this day that being informed of the contents of this petition she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 19<sup>th</sup> day of December, 2012.

Rosa A Burns  
Notary Public  
My Commission Expires:

MY COMMISSION EXPIRES  
07-12-2015

In witness whereof, this petition is executed by the undersigned on the 21<sup>st</sup> day  
of December, 2012.

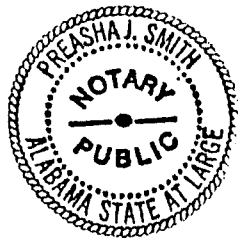
Nobie Rebecca Burns Krallman  
Nobie Rebecca Burns Krallman

Richard Krallman  
Richard Krallman

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

Before me, the undersigned Notary Public, came Nobie Rebecca Burns Krallman, who is known to me, and acknowledged before me on this day that being informed of the contents of this petition she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 21<sup>st</sup> day of December, 2012.

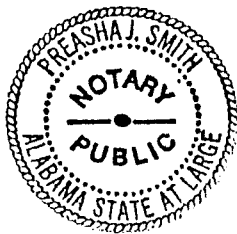


Preasha J. Smith  
Notary Public  
My Commission Expires: 11/23/15

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

Before me, the undersigned Notary Public, came Richard Krallman, who is known to me, and acknowledged before me on this day that being informed of the contents of this petition he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 21<sup>st</sup> day of December, 2012.



Preasha J. Smith  
Notary Public  
My Commission Expires: 11/23/15



In witness whereof, this petition is executed by the undersigned on the 26 day of December, 2012:

Evelyn Burns Daniels  
Evelyn Burns Daniels

Thomas Daniels  
Thomas Daniels

STATE OF Florida  
COUNTY OF Jackson

Before me, the undersigned Notary Public, came Evelyn Burns Daniels, who is known to me, and acknowledged before me on this day that being informed of the contents of this petition she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 26 day of December, 2012.



 PANNE BURKE  
MY COMMISSION # EE 109117  
EXPIRES: July 5, 2015  
Bonded Thru Budget Notary Services


Panne Burke  
Notary Public  
My Commission Expires:

STATE OF Florida  
COUNTY OF Jackson

Before me, the undersigned Notary Public, came Thomas Daniels, who is known to me, and acknowledged before me on this day that being informed of the contents of this petition he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 26 day of December, 2012.



 PANNE BURKE  
MY COMMISSION # EE 109117  
EXPIRES: July 5, 2015  
Bonded Thru Budget Notary Services

Panne Burke  
Notary Public  
My Commission Expires:

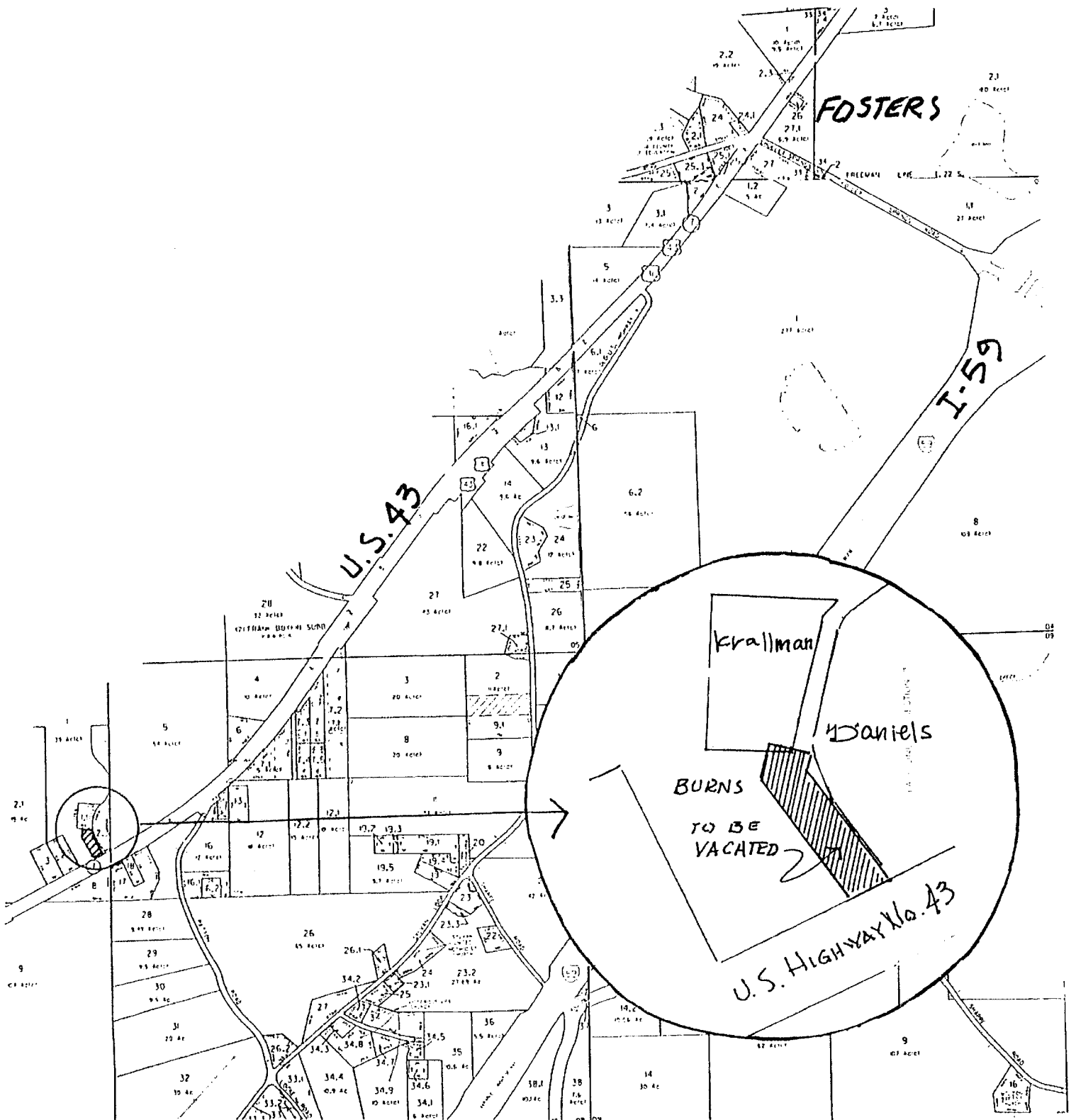
### EXHIBIT "A"

A right-of-way sometimes known as Jacob's Road, and which is particularly described as burdening the following land:

Commencing at a point where the East boundary of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 East of the St. Stephens Meridian intersects the Northwest margin of the right-of-way of U. S. Highway 43, and thence Southwestwardly on a bearing of South  $60^{\circ}08'$  West along the said margin of the right-of-way of U. S. Highway 43 for a distance of 20 feet to the intersection of the way to be vacated and the North margin of the right-of-way of U. S. Highway 43 and the Point of Beginning; thence continue along said margin of the right-of-way of U. S. Highway 43 for a distance of 81.24 feet to a point, thence with a deflection angle of  $80^{\circ}00'$  to the right run Northwestwardly for a distance of 285.44 feet to a point, thence with a deflection angle of  $50^{\circ}30'$  to the right run Northwardly for a distance of 68.65 feet to a point, thence with a deflection angle of  $90^{\circ}00'$  to the right run Eastwardly for a distance of 80 feet to a point, thence with a deflection angle of  $90^{\circ}00'$  to the right run 36.35 feet to a point, thence with a deflection angle of  $50^{\circ}30'$  to the left run 262.24 feet to the Point of Beginning.

EXHIBIT "B"

Map appended to the petition for approval of vacation by Frank Burns, et al.



THIS INSTRUMENT PREPARED BY:  
ELIZABETH S. GORDON  
ROSEN HARWOOD P.A.  
ATTORNEYS AT LAW  
2200 Jack Warner Parkway,  
Suite 200 (35401)  
Post Office Box 2727  
Tuscaloosa, Alabama 35403  
(205) 344-5000

Sources of Title: Deed Book 2009 at Page 19907  
Deed Book 2013 at Page 2782

**RESOLUTION AUTHORIZING THE VACATION OF RIGHT-OF-WAY  
OF A PART OF JOE MOORE ROAD IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owner of the land abutting that certain right-of-way more particularly described in Exhibit "A," and depicted on Exhibit "B", said Exhibits being attached hereto and incorporated herein by reference, **Warrior Wholesale Homes, Inc.** (hereinafter referred to as the "Owner"), alleges it owns all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

WHEREAS, said right-of-way does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission to the vacation of said right-of-way has been requested and is desired by the Owner; and,

WHEREAS, it appears to the Tuscaloosa County Commission, that the vacation of said right-of-way, as hereinafter described, will not deprive other property owners of their right to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

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 right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A" and depicted on Exhibit "B" hereto, be vacated.
2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A" and

depicted on Exhibit "B" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" and depicted on Exhibit "B" shall vest in **Warrior Wholesale Homes, Inc.**

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owners in order that the same may be recorded in the Office of the Judge of Probate.

**RESOLVED AND DONE** this 19<sup>th</sup> day of June, 2013.

TUSCALOOSA COUNTY COMMISSION

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

*W. Hardy McCollum*  
W. Hardy McCollum, Judge of Probate

ATTEST:

M. L. Vines  
Melvin Vines, County Administrator

APPROVED THIS THE 19<sup>th</sup> DAY OF June, 2013.

THIS INSTRUMENT PREPARED BY:

ELIZABETH S. GORDON  
ROSEN HARWOOD P.A.  
ATTORNEYS AT LAW  
2200 Jack Warner Parkway,  
Suite 200 (35401)  
Post Office Box 2727  
Tuscaloosa, Alabama 35403  
(205) 344-5000

THIS INSTRUMENT WAS PREPARED WITHOUT THE  
BENEFIT OF TITLE EXAMINATION

Reference: Deed Book 2009 at Page 19907  
Deed Book 2013 at Page 2782

STATE OF ALABAMA    )  
  )  
TUSCALOOSA COUNTY )

**PETITION FOR VACATION OF RIGHT-OF-WAY  
OF A PART OF JOE MOORE ROAD BY ABUTTING LANDOWNERS**

KNOW ALL MEN BY THESE PRESENTS, that **Warrior Wholesale Homes, Inc.** is the owner of all the land abutting a part of a right-of-way, which is hereinafter more particularly described, and which right-of-way said owners desire to vacate as provided in Section 23-4-20 of the Code of Alabama, 1975.

NOW, THEREFORE, pursuant to the provisions of Section 23-4-20 of the Code of Alabama, 1975, the undersigned owner does hereby request the following described right-of-way located in Tuscaloosa County, Alabama, to be vacated:

See Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set out herein verbatim.

The said right-of-way is not within the corporate limits of any municipality, but located in Tuscaloosa County. The vacation of said right-of-way will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the general public in any way.

IN WITNESS WHEREOF, **Warrior Wholesale Homes, Inc.** has executed this Petition for Vacation of Right-of-Way this 14<sup>th</sup> day of May, 2013.

**Warrior Wholesale Homes, Inc.**, an Alabama corporation

By: D.C. Barnett  
Darryhl C. Barnette, President

STATE OF ALABAMA            )  
  )  
TUSCALOOSA COUNTY         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Darryhl C. Barnette, whose name is signed to the foregoing instrument as President of Warrior Wholesale Homes, Inc., an Alabama corporation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, he executed the same voluntarily and with full authority as the act of the corporation on the day same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of May, 2013.

Christina Hill

Notary Public

My commission expires: 6-3-13

## NOTICE

A public hearing on the proposed vacation of the right-of-way more particularly described below will be held on June 19, 2013 at 9:00 a.m. in the County Commission Chambers at the Tuscaloosa County Courthouse, 714 Greensboro Avenue, Tuscaloosa, Alabama 35401. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Tuscaloosa County Commission or may request an opportunity to be heard at the public hearing. The legal description of the right-of-way is as follows:

### VACATION OF PART OF A RIGHT-OF-WAY

A strip of land, being of variable width, on each side of and parallel to the centerline of part of the roadway known as Joe Moore Road, said strip being located in Section 26, Township 20 South, Range 9 West.

It is the intent of this document to vacate all claims on each side of and parallel to the centerline of the part of the roadway known as Joe Moore Road through the following-described parcels of land and as shown on the attached map.

**Part of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 9 West, Tuscaloosa County, Alabama and being more particularly described as follows: As the POINT OF BEGINNING, start at a 1/2" iron pipe found at the Northeast corner of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26; thence run westwardly and along the North line of the North Half of the South Half 789.78 feet to a 1/2" capped rebar set; thence with an interior angle right of 60 degrees, 53 minutes, 42 seconds run southeastwardly 79.85 feet to a 1/2" capped rebar set; thence with an interior angle right of 135 degrees, 19 minutes, 00 seconds, run southeastwardly 119.52 feet to a 1/2" capped rebar set; thence with an interior angle right of 190 degrees, 18 minutes, 00 seconds, run southeastwardly 84.77 feet to a 1/2" capped rebar set; thence with an interior angle right of 202 degrees, 28 minutes, 00 seconds run southeastwardly 99.54 feet to a 1/2" capped rebar set; thence with an interior angle right of 154 degrees, 46 minutes, 00 seconds run southeastwardly 147.19 feet to a 1/2" capped rebar set; thence with an interior angle right of 211 degrees, 59 minutes, 00 seconds, run southeastwardly 66.93 feet to a 1/2" capped rebar set; thence with an interior angle right of 124 degrees, 34 minutes, 00 seconds, run eastwardly 330.34 feet to a 1/2" rebar found; thence with an interior angle right of 88 degrees, 21 minutes, 56 seconds, run northwardly and along the east line of said quarter quarter 332.45 feet to the POINT OF BEGINNING, thus making a closing interior angle right of 91 degrees, 20 minutes, 22 seconds. LESS AND EXCEPT MINERAL AND MINING RIGHTS SEVERED IN DEED BOOK 2000, AT PAGE 6948 IN THE PROBATE OFFICE OF TUSCALOOSA COUNTY, ALABAMA.**



The North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 9 West, Tuscaloosa County, Alabama; LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Part of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 9 West, Tuscaloosa County, Alabama, being more particularly described as follows: As a point of beginning, start at a 1/2 inch iron pipe found at the Northeast corner of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26; thence run westwardly and along the North line of the North Half of the South Half 789.78 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 60 degrees, 53 minutes, 42 seconds run southeastwardly 79.85 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 135 degrees, 19 minutes, 00 seconds, run southeastwardly 119.52 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 190 degrees, 18 minutes, 00 seconds, run southeastwardly 84.77 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 202 degrees, 28 minutes, 00 seconds run southeastwardly 99.54 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 154 degrees, 46 minutes, 00 seconds run southeastwardly 147.19 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 211 degrees, 59 minutes, 00 seconds, run southeastwardly 66.93 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 124 degrees, 34 minutes, 00 seconds, run eastwardly 330.34 feet to a 1/2 inch rebar found; thence with an interior angle right of 88 degrees, 21 minutes, 56 seconds, run northwardly and along the east line of said quarter quarter 332.45 feet to the point of beginning, thur making a closing interior angle right of 91 degrees, 20 minutes, 22 seconds.

## EXHIBIT "A"

A part of a strip of land, being of variable width, on each side of and parallel to the centerline of roadway known as Joe Moore Road, said strip being located in Section 26, Township 20 South, Range 9 West.

It is the intent of this document to vacate all claims on each side of and parallel to the centerline of the part of the roadway known as Joe Moore Road through the following described parcels of land and as shown on the attached map.

**Part of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 9 West, Tuscaloosa County, Alabama and being more particularly described as follows: As the POINT OF BEGINNING, start at a 1/2" iron pipe found at the Northeast corner of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26; thence run westwardly and along the North line of the North Half of the South Half 789.78 feet to a 1/2" capped rebar set; thence with an interior angle right of 60 degrees, 53 minutes, 42 seconds run southeastwardly 79.85 feet to a 1/2" capped rebar set; thence with an interior angle right of 135 degrees, 19 minutes, 00 seconds, run southeastwardly 119.52 feet to a 1/2" capped rebar set; thence with an interior angle right of 190 degrees, 18 minutes, 00 seconds, run southeastwardly 84.77 feet to a 1/2" capped rebar set; thence with an interior angle right of 202 degrees, 28 minutes, 00 seconds run southeastwardly 99.54 feet to a 1/2" capped rebar set; thence with an interior angle right of 154 degrees, 46 minutes, 00 seconds run southeastwardly 147.19 feet to a 1/2" capped rebar set; thence with an interior angle right of 211 degrees, 59 minutes, 00 seconds, run southeastwardly 66.93 feet to a 1/2" capped rebar set; thence with an interior angle right of 124 degrees, 34 minutes, 00 seconds, run eastwardly 330.34 feet to a 1/2" rebar found; thence with an interior angle right of 88 degrees, 21 minutes, 56 seconds, run northwardly and along the east line of said quarter quarter 332.45 feet to the POINT OF BEGINNING, thus making a closing interior angle right of 91 degrees, 20 minutes, 22 seconds. LESS AND EXCEPT MINERAL AND MINING RIGHTS SEVERED IN DEED BOOK 2000, AT PAGE 6948 IN THE PROBATE OFFICE OF TUSCALOOSA COUNTY, ALABAMA.**

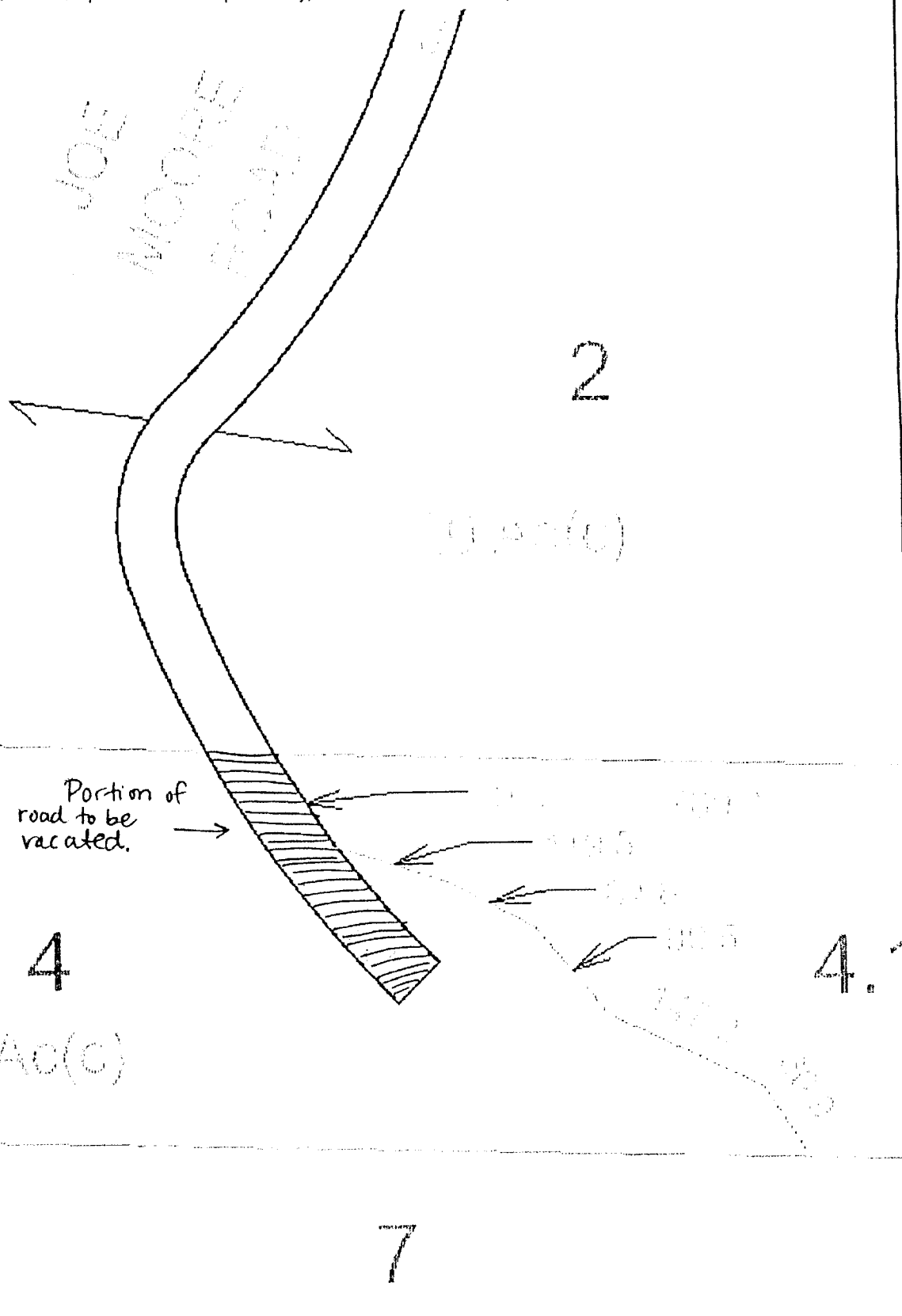
**The North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 9 West, Tuscaloosa County, Alabama; LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Part of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 9 West, Tuscaloosa County, Alabama, being more particularly described as follows: As a point of beginning, start at a 1/2 inch iron pipe found at the Northeast corner of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 26; thence run westwardly and along the North line of the North Half of the South Half 789.78 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 60 degrees, 53 minutes, 42 seconds run southeastwardly 79.85 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 135 degrees, 19 minutes, 00 seconds, run southeastwardly 119.52 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 190 degrees, 18 minutes, 00 seconds, run southeastwardly 84.77 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 202 degrees, 28 minutes, 00 seconds run southeastwardly 99.54 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 154 degrees, 46 minutes, 00 seconds run southeastwardly 147.19 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 211 degrees, 59 minutes, 00 seconds, run southeastwardly 66.93 feet to a 1/2 inch capped rebar set; thence with an interior angle right of 124 degrees, 34 minutes, 00 seconds, run eastwardly 330.34 feet to a 1/2 inch rebar found; thence with an interior angle right of 88 degrees, 21 minutes, 56 seconds, run northwardly and along the east line of said quarter quarter 332.45 feet to the point of beginning, thur making a closing interior angle right of 91 degrees, 20 minutes, 22 seconds.**

# Tuscaloosa County Alabama

Printed Wed May 8 2013

Maps are for Tax Purposes Only, Not to be Used for Conveyance.

Powered by EMapsPlus.com



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ORDERING DEMOLITION OF UNSAFE STRUCTURE**

WHEREAS, pursuant to Sections 34-14A-12(c) and 11-53A-20, et seq., Code of Alabama (1975), as amended, the appropriate County official of Tuscaloosa County has found that the following building, structure, or part thereof, or party wall or foundation, in Tuscaloosa County, is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

Parcel ID # 63-31-09-29-1-001-023.003 (4906 21<sup>st</sup> St., Tuscaloosa, AL 35401)

WHEREAS, all appropriate notifications and time periods have been complied with by the appropriate County official for Tuscaloosa County; and

WHEREAS, on the 19<sup>th</sup> day of June, 2013, a public hearing was held by the Tuscaloosa County Commission, at which time the appropriate County official for Tuscaloosa County appeared and set forth reasons for his findings.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Tuscaloosa County, Alabama, as follows:

1. That the Tuscaloosa County Commission finds that the building, structure, or part thereof, or party wall or foundation, located in Tuscaloosa County, to-wit: Parcel ID # 63-31-09-29-1-001-023.003 (4906 21<sup>st</sup> St., Tuscaloosa, AL 35401) is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53A-20, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Resolution are separable. If any part or parts of this Resolution are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Resolution expressly does not repeal any other resolutions of the Tuscaloosa County Commission.
5. This Resolution shall become effective immediately upon execution or otherwise becoming law.

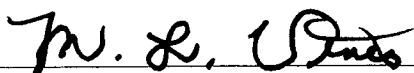
RESOLVED AND DONE this 19<sup>th</sup> day of June, 2013.

TUSCALOOSA COUNTY COMMISSION



W. Hardy McCollum, Judge of Probate

ATTEST:



Melvin Vines, County Administrator

APPROVED THIS THE 19<sup>th</sup> DAY OF June, 2013.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ORDERING DEMOLITION OF UNSAFE STRUCTURE**

WHEREAS, pursuant to Sections 34-14A-12(c) and 11-53A-20, et seq., Code of Alabama (1975), as amended, the appropriate County official of Tuscaloosa County has found that the following building, structure, or part thereof, or party wall or foundation, in Tuscaloosa County, is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

Parcel ID # 30-05-16-3-010-013.000 (515 Crescent Ridge Rd. E., Tuscaloosa, AL 35404)

WHEREAS, all appropriate notifications and time periods have been complied with by the appropriate County official for Tuscaloosa County; and

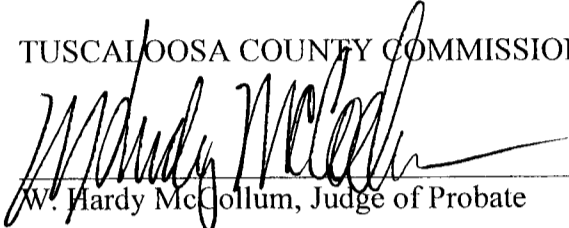
WHEREAS, on the 19th day of June, 2013, a public hearing was held by the Tuscaloosa County Commission, at which time the appropriate County official for Tuscaloosa County appeared and set forth reasons for his findings.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Tuscaloosa County, Alabama, as follows:

1. That the Tuscaloosa County Commission finds that the building, structure, or part thereof, or party wall or foundation, located in Tuscaloosa County, to-wit: Parcel ID # 30-05-16-3-010-013.000 (515 Crescent Ridge Rd. E., Tuscaloosa, AL 35404) is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53A-20, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Resolution are separable. If any part or parts of this Resolution are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Resolution expressly does not repeal any other resolutions of the Tuscaloosa County Commission.
5. This Resolution shall become effective immediately upon execution or otherwise becoming law.

RESOLVED AND DONE this 19<sup>th</sup> day of June, 2013.

TUSCALOOSA COUNTY COMMISSION

  
W. Hardy McCollum, Judge of Probate

ATTEST:

  
Melvin Vines, County Administrator

APPROVED THIS THE 19<sup>th</sup> DAY OF June, 2013.

RESOLUTION

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE  
AN AMENDMENT TO THE SUPPLEMENT FUNDING AGREEMENT FOR  
THE TUSCALOOSA METRO ANIMAL SHELTER

**WHEREAS**, the City of Tuscaloosa, the City of Northport and Tuscaloosa County entered into a Supplement Funding Agreement for refurbishment of the Tuscaloosa Metro Animal Shelter not to exceed \$220,000.00; and,

**WHEREAS**, a Change Order was required in the amount of \$27,730.72 for 120 additional stainless steel panels to complete the kennel walls requiring an increase in the not to exceed amount from \$220,000.00 to \$245,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the Chairman is authorized to execute an amendment to the Tuscaloosa Metro Animal Supplement Funding Agreement for paragraph one to change the not to exceed amount from \$220,000.00 to \$245,000.00.

**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 19<sup>th</sup> day of June, 2013.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator



## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between the following named parties: **Ken Olive**, who is referred to in this Agreement as "Olive", and **Tuscaloosa County, Alabama, a political subdivision of the State of Alabama**, referred to in this Agreement as "County". Olive and County being from time to time referred to as the "Parties" or the "Parties hereto". This Agreement is made for the purpose of compromising disputed claims, and it is entered into with reference to the following facts and recitals:

### **Recitals:**

A. There are disputes between the Parties to this Agreement arising from Olive's execution of a Performance Bond assuring completion of the Autumnwood Subdivision in conformity with the Subdivision Regulations for Tuscaloosa County, Alabama.

B. Olive and County concede that bona fide disputes and controversies exist between them as to liability, if any, that are or might be due because of the disputes between Olive and County. As a result, the Parties each desire to dispose of all controversies and disputes between them, including all claims and causes of action that currently exist or that may exist in the future that arise from the disputes.

C. Olive and County recognize that there may be claims arising out of the disputes described in this Agreement that are unknown to them at the time of the execution of this Agreement or that may arise in the future. Olive and County have negotiated this Agreement in full knowledge of the possibility of additional claims, injuries or damages and intend this Agreement to settle and finally dispose of all such claims, injuries or damages whether past, present, or future, known or unknown, that arise from the disputes. This Agreement is made with

**SETTLEMENT AGREEMENT**  
Ken Olive and Tuscaloosa County  
Page 2

the knowledge of the possibility of these future events and is intended to not only settle the claims currently known, but also to release Olive and County from all future liability arising from the disputes from this time forward until the end of time.

**Agreement**

Therefore, the Parties agree as follows:

**1.0 Release and Discharge**

1.1 In consideration of the recitals set forth above and in consideration of Olive's successfully making payment of the sums due as set forth in paragraph 3.1 of this Agreement, the sufficiency of which is hereby acknowledged, the County agrees that it will undertake the completion of the roads in Autumnwood Subdivision Phase I and has this day conditionally **RELEASED** and by these presents does conditionally **RELEASE, ACQUIT, AND FOREVER DISCHARGE** Olive, and his respective agents, servants, employees, successors, heirs, assigns, legal representatives, attorneys and all persons, natural or corporate, in privity with it or any of them, of and from:

- a) any and all liability, claims, demands, causes of action of any kind whatsoever, at common law, state law, constitutional law, federal law, statutory law, or otherwise, or any other alleged or potentially actionable conduct, which currently exist or that is currently set out in any complaint, amendment or proposed amendment, filed in the lawsuit referenced above or that is currently set out in any other notice of any type from any one to the other or that may exist in the future that arise from the disputes; and

**SETTLEMENT AGREEMENT**  
Ken Olive and Tuscaloosa County  
Page 3

- b) any and all damages of every kind and nature, known or unknown, suspected or unsuspected, whether actual or compensatory, interest thereon, penalties, punitive or exemplary damages, treble or statutory damages, attorneys' fees, consequential damages no matter how ensuing, all damages past, present, or future, suffered or to be suffered by them arising out of the disputes, or from all types of future damages, not yet occurring and all other claims for damages, interest thereon, costs and expenses of every kind and nature, whether specifically described herein or otherwise, whether brought by them in their own right, or those which could have been made or brought pursuant to the laws of the State of Alabama, or any other common law or statute, including Federal common law and statutory claims, which arise out of any claim, demand, cause of action or suit which is incident to the disputes.

Olive and County UNDERSTAND and AGREE that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise disputed claims, avoid litigation and buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability, all liability being expressly denied.

1.2 Olive and County REPRESENT and WARRANT that this Agreement is a FINAL and FULL COMPROMISE of disputed claims conditioned as hereinafter set forth, and that they will not, at any time hereafter, commence, maintain or prosecute any action, at law or otherwise, or assert any claim against the other and/or execute or enforce any judgment against them for damages, losses or for equitable relief arising from and incident to the matters herein released.

**SETTLEMENT AGREEMENT**

Ken Olive and Tuscaloosa County

Page 4

1.3 The Release and Discharge described in Paragraph 1.0 is conditioned upon Olive making the payments required of him in paragraph 3.1 of this Agreement and is void and of no effect if such payments are not made.

**2.0 Intention of Parties**

2.1 Olive and County REPRESENT and WARRANT that this Agreement shall be a fully binding and complete settlement among them and each of their respective heirs, assigns, and successors. It is the purpose and intention of Olive and County that they shall not, either directly or indirectly, under any devise, form of action, or proceeding, present or future, be liable for or required to make any further payment of any monies or provide any consideration to any of the other for matters arising out of the disputes up to the time of execution of this Agreement other than the consideration set out in paragraph 3.1 below.

**3.0 Payments/Consideration**

3.1 In consideration of the release and indemnification set forth above, (conditioned as set forth in Paragraph 1.3) and the warranties set forth below:

- a. Olive agrees to pay to County the sum of \$20,000.00 according to the following schedule:
  - i. \$2,000.00 being paid contemporaneous to the execution and delivery of this document;
  - ii. \$4,500.00 to be paid on August 1, 2013
  - iii. \$4,500.00 to be paid on November 1, 2013
  - iv. \$4,500.00 to be paid on February 1, 2014
  - v. \$4,500.00 to be paid on May 1, 2014

**SETTLEMENT AGREEMENT**

Ken Olive and Tuscaloosa County

Page 5

- b. In the event Olive fails to timely make the payments as set forth above, and then fails to pay any deficiency within ten (10) days of the payment due date, the amount previously paid shall be deducted from the sum of \$27,826.92 and the remaining balance shall be due and payable immediately, and shall bear interest at the rate of 12% per annum, compounded monthly, from the due date.

3.2 The County REPRESENTS and WARRANTS that the consideration recited herein fully and finally compensates and satisfies the County and their attorneys for any and all damages, interest thereon, attorney's fees, costs and expenses of every kind and nature, whether specifically described herein or otherwise. The County UNDERSTANDS and AGREES that the consideration referred to herein is the only consideration to be paid incident to the execution of the Agreement and that the amount of said consideration is contractual. Likewise, Olive REPRESENTS and WARRANTS that the conditional release and indemnification from further claims and other consideration expressed herein fully and finally satisfies Olive for any and all damages, interest thereon, attorney's fees, costs and expenses of every kind and nature, whether specifically described herein or otherwise. Olive UNDERSTANDS and AGREES that the consideration referred to herein is the only consideration to be given incident to the execution of the Agreement and that the said consideration is contractual.

**4.0 Warranty of Capacity to Execute Agreement**

4.1 As part of the consideration for the payments, releases and indemnification set forth herein, the Olive and County each REPRESENT and WARRANT that they have the capacity to execute this Agreement.

**SETTLEMENT AGREEMENT**  
Ken Olive and Tuscaloosa County  
Page 6

4.2 Olive and County REPRESENT and WARRANT that they are the sole possessors of the claims or causes of action being released and that they have not otherwise assigned or transferred said claims or causes of action. Olive and County REPRESENT and WARRANT that no other person or entity has, or has had, any interest in the released claims, demands, obligations, or causes of action referred to in this Agreement; and that Olive and County have the sole right and exclusive authority to execute this Agreement and receive the consideration specified herein.

4.3 Olive and County each REPRESENT and WARRANT that they are of sound mind, not under the influence of any drug or alcohol, in complete possession of their faculties, and legally competent to execute this Agreement.

**5.0 Warranty of Comprehension of Agreement**

5.1 As part of the consideration for the payment set forth in paragraph 3.1 of the Agreement the parties each REPRESENT and WARRANT to the other that they fully understand this Agreement.

5.2 In entering into this Agreement, Olive and County REPRESENT and WARRANT that they are relying on their own judgment and, where sought and obtained, upon the advice of their attorney and that they have read and understand the contents and legal and tax consequences of this Agreement. Olive and County further REPRESENT and WARRANT that they have read this Agreement; that Olive and County understand that this Agreement shall operate as a full, complete, and final release and settlement, conditioned only as set forth herein, of any and all claims, demands, causes of action, or any other alleged or potentially actionable conduct against the other, whether expressly mentioned herein or not, which is incident to the

**SETTLEMENT AGREEMENT**  
Ken Olive and Tuscaloosa County  
Page 7

dispute up to the time of execution of this Agreement. Olive and County further REPRESENT and WARRANT that the terms of this Agreement are fully understood and voluntarily accepted by them.

5.3 Olive and County REPRESENT and WARRANT that no party has made any representations or suggestion to the other concerning the claims, this Agreement, or the legal and/or tax consequences of this Agreement.

5.4 Olive and County REPRESENT and WARRANT that no other promise, inducement, pledge, or agreement not expressly contained herein has been made to them in consideration of this Agreement and that this document contains the entire agreement and understanding by and between the parties hereto.

**6.0 Attorney Fees and Costs**

6.1 Parties AGREE that each of them shall fully bear their own costs and expenses related to the lawsuits, including their own attorney's fee in preparation of the documents referred to herein, and all related matters.

**7.0 Entire Agreement and Successors in Interest**

7.1 Olive and County AGREE that this Agreement supersedes all prior agreements, oral or written, made with respect to the subject matter hereof, and it contains the entire agreement of the parties. Olive and County AGREE that this Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.


**SETTLEMENT AGREEMENT**  
Ken Olive and Tuscaloosa County  
Page 8

7.2 Olive and County AGREE that none of the terms and conditions of this Agreement shall or may be modified, terminated, or waived, except under a written instrument executed by all parties hereto.

**8.0 Execution and Acceptance**

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts, each of which shall be deemed an original for all purposes. As evidence of their acceptance of this Agreement, and all of its provisions, the undersigned have affixed their respective signatures as their free and voluntary act and deed on the date of such signature.

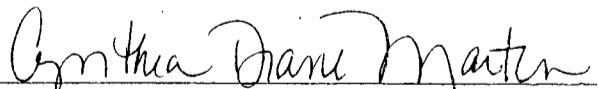
Dated as of this the 10 day of ~~May~~, 2013. *JUNE KO*

  
\_\_\_\_\_  
Ken Olive

STATE OF ALABAMA     §  
                                  §     INDIVIDUAL NOTARY  
TUSCALOOSA COUNTY   §

I, the undersigned Notary Public in and for said State, hereby certify that Ken Olive, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing document that she executed the instrument voluntarily on the day the same bears date.

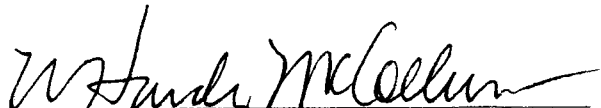
Given my hand and official seal this the 10<sup>th</sup> June day ~~May~~, 2013.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: March 7, 2016



**SETTLEMENT AGREEMENT**  
Ken Olive and Tuscaloosa County  
Page 9

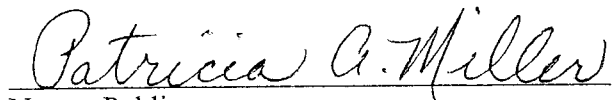
**Tuscaloosa County, Alabama, a political  
subdivision of the State of Alabama**

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

STATE OF ALABAMA     §  
                                  §     INDIVIDUAL NOTARY  
TUSCALOOSA COUNTY   §

I, the undersigned Notary Public in and for said State, hereby certify that W. Hardy McCollum, whose name as Chairman of the Tuscaloosa County Commission, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing document that he executed the instrument voluntarily and with full authority on behalf of Tuscaloosa County, Alabama, on the day the same bears date.

Given my hand and official seal this the 19<sup>th</sup> day June, 2013.

  
Notary Public

My Commission Expires: 5-18-2014

July 2, 2012

Commissioner Reginald Murray  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Re: Tennis Court Site Work – Sipse Valley High School

Dear Commissioner Murray:

For your information and consideration, I have attached a letter from Mr. Dennis Alvarez, Principal at Sipse Valley High School, requesting assistance from the Tuscaloosa County Commission with the site work to prepare property for eventual tennis courts.

We greatly appreciate your consideration of this project. Thank you for all you do for the students in the Tuscaloosa County School System.

Sincerely,

Dan B. Butler  
Interim Superintendent of Education

Attachment

Cc: Commission Chair and Judge of Probate W. Hardy McCollum  
Commissioner Bobby Miller  
Commissioner Don Wallace  
Commissioner Gary Youngblood

Attachment 1

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF  
PUBLIC USE PROJECTS BY DISTRICT

Commission District: District IV

Proposed Project Description: Sipsey Valley Tennis Project

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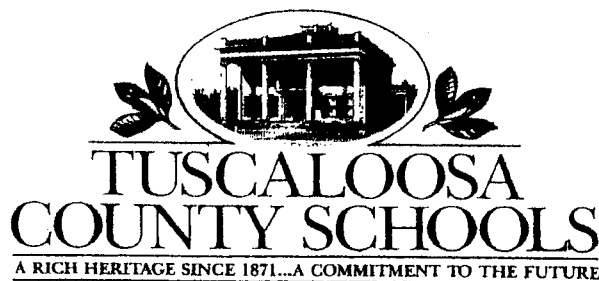
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Funding Amount Required: \$100,000.00

Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Counsel Review: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Review & Disbursement: \_\_\_\_\_ Date: \_\_\_\_\_



OFFICE OF THE SUPERINTENDENT

August 23, 2012

Commissioner Reginald Murray  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Re: Walking Track and Basketball Court – Buhl Elementary

Dear Commissioner Murray:

For your information and consideration, I have attached a letter from Mrs. Linda Lafoy, Principal at Buhl Elementary School, requesting assistance from the Tuscaloosa County Commission with the construction of a walking track and an outside basketball court.

We greatly appreciate your consideration of this project. Thank you for all you do for the students in the Tuscaloosa County School System.

Sincerely,

Dan B. Butler  
Interim Superintendent of Education

Attachment

Cc: Commission Chair and Judge of Probate W. Hardy McCollum  
Commissioner Bobby Miller  
Commissioner Don Wallace  
Commissioner Gary Youngblood

Attachment 1

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF  
PUBLIC USE PROJECTS BY DISTRICT

Commission District: District IV

Proposed Project Description: Buhl Elementary Walking Track

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Funding Amount Required: \$22,000.00

Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Counsel Review: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Review & Disbursement: \_\_\_\_\_ Date: \_\_\_\_\_