

TUSCALOOSA COUNTY COMMISSION  
MEETING  
January 21, 2015

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 award the bid for the removal and installation of the underground storage tanks and fuel system upgrades at the Public Works facility to Oil Equipment Company. The total bid amount for Oil Equipment Company is \$139,194.44. The lowest bidder did not provide a bid bond or references. The bids were opened January 14, 2015.

Exhibit 1-1, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker the County Commission voted unanimously to approve the engineering proposal submitted by TTL Inc. with a budgeted amount of \$6,520.00 for services that are not Trust Fund eligible. This is to provide engineering services related to the removal and replacement of the underground storage tanks at the Public Works facility.

Exhibit 1-2, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a Subdivision Regulation Waiver Request to Joyce Dockery, Gilmore Mine Road.

Exhibit 1-3, Pages

Upon motion by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for December 2014.

Exhibit 1-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept a contract prepared by County Attorney Robert Spence to provide \$50,000.00 to the City of Tuscaloosa as a contribution to help fund the reconstruction of a homeless shelter to serve the citizens of the city and county.

Exhibit 1-5, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the resolutions and petitions as presented to the Commission by the Tuscaloosa County Board of Education and the Tuscaloosa City Board of Education to call for a special referendum election to be held on March 3, 2015 for the purpose of continuing and renewing the 30 year school ad valorem taxes in Tuscaloosa County.

Exhibit 1-6, Pages

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a budget advance of three (3) months of appropriation to FOCUS on Senior Citizens. The total amount advanced is \$36,000.00.

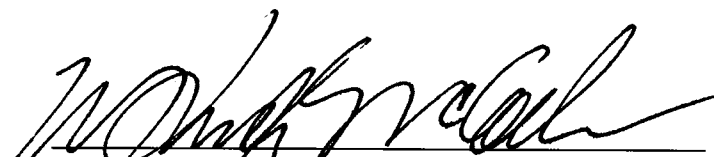
Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss acquisition of the new EMA/9-1-1 Command Center site.

Commissioner Reginald Murray moved, seconded by seconded by Commissioner Bobby Miller, the County Commission voted unanimously to confirm the acquisition of the site for the new EMA/9-1-1 Command Center.

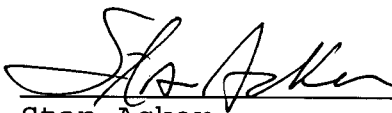
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a funding request to the Tuscaloosa Housing Authority for the Caring Days Adult Care Center for the amount of \$25,000.00.

Exhibit 1-7, Page

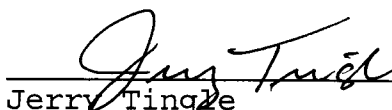
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 4, 2015.



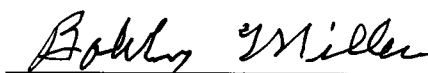
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Stan Acker  
Commissioner - District I



Jerry Tingle  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

**Tuscaloosa County Public Works UST Removal and Fuel  
System Bid Opening**

**January 14, 2015**

<b>Bidder Name</b>	<b>Total Bid Price</b>	<b>Notes</b>
Summit Sales & Service	\$121,255.00	bid bond /cashier check and similar type project references were not included in sealed bid as the specifications required
Oil Equipment Company	\$139,194.44	Sealed bid meets specifications
MECO, Inc.	\$175,074.19	Sealed bid meets specifications

BID SHEET

BASE BID FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS AND CONTAMINATED SOIL AND THE INSTALLATION OF AUTOMATED FUEL MANAGEMENT AND DISPENSING SYSTEM AT THE TUSCALOOSA COUNTY PUBLIC WORKS SHOP

\$ 127,255.00

UNIT PRICE PER CUBIC YARD FOR EXCAVATION, REMOVAL AND DISPOSAL FOR POTENTIAL CONTAMINATED SOIL OUTSIDE THE EXCAVATION LIMIT SHOWN ON THE CONSTRUCTION PLANS AS DIRECTED BY THE COUNTY ENGINEER

\$ 80.00

Delivery date: 6-8 weeks

Name of Company: Summit Sales & Service

Mailing Address: 2320 Balsam Ave SW Birmingham 35211

Telephone: (205) 925-3000

Name: Kevin Zelinko

Title: Sales Manager

Date: 1/13/15

**ALPEC**  
**ALABAMA PETROLEUM EQUIPMENT**  
**CONTRACTORS ASSOCIATION**

Awards this certificate to:

***Kevin Zelinko***

In recognition of completion of

**UST Installation, Closure & Repair  
Education Course**  
**Instruction provided by: Kevin Henderson**

ALPEC ID: UST41312-ZelKevin-6507

Expiration: April 13th, 2015



*Christy Swilkins*

Membership & Education Coordinator

*April 13, 2012*  
Date

STATE OF ALABAMA

BID LIMIT: 0  
AMOUNT: UNLIMITED



LICENSE NO: 22848  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SUMMIT SALES & SERVICE CO INC

BIRMINGHAM, AL 35211

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

EV-6: POL SUSPENDING SYSTEM

until June 30, 2015 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

102516

*Charles A. Corbett, Jr.*

1st day of June, 2014  
SECRETARY/TREASURER

*C. A. C.*

CHAIRMAN

**BID SHEET**

**BASE BID FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS AND  
CONTAMINATED SOIL AND THE INSTALLATION OF AUTOMATED FUEL  
MANAGEMENT AND DISPENSING SYSTEM AT THE TUSCALOOSA COUNTY PUBLIC  
WORKS SHOP**

\$ 139,194.44

**UNIT PRICE PER CUBIC YARD FOR EXCAVATION, REMOVAL AND DISPOSAL FOR  
POTENTIAL CONTAMINATED SOIL OUTSIDE THE EXCAVATION LIMIT SHOWN ON THE  
CONSTRUCTION PLANS AS DIRECTED BY THE COUNTY ENGINEER**

\$ 50.00 PER YARD

Delivery date: TANKS ARE 4-6 WEEKS FROM DAY OF ORDER

Name of Company: OEL EQUIPMENT COMPANY

Mailing Address: 511 NORTH 11TH STREET BIRMINGHAM, AL. 35203

Telephone: 205-252-6961 OR 205-907-7616

Name: BERT CARRUTH

Title: SALES

Date: 1-13-2015



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

# BRYANT BANK

Tuscaloosa, Alabama

Official Check

602819

Date: 1/13/15

Branch: 1006

REMITTER OIL EQUIPMENT COMPANY INC.

**PAY** EXACTLY \*\*7,500 AND 00/100 DOLLARS

\$7,500.00

**TO THE** ORDER OF TUSCALOOSA COUNTY

BID# 20141215001



*Markus Martin*

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈0000602819⑈ ⑆062206512⑆ 2501124243⑈

STATE OF ALABAMA )

TUSCALOOSA COUNTY )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_, as Principal;

and \_\_\_\_\_, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of \_\_\_\_\_ Dollars

( \$ \_\_\_\_\_ ) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:

\_\_\_\_\_

**NOW, THEREFORE,**

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

\_\_\_\_\_

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate representative, pursuant to authority of its governing body.

**Witness:**

\_\_\_\_\_

**Principal:**

\_\_\_\_\_ (Seal)

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

**Title:** \_\_\_\_\_

**Surety:**

\_\_\_\_\_ (Seal)

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

**Title:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**NOTE:** Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

**NOTE:** Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$15,000.00), in lieu of a Corporate Surety, under the same terms.

STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED

LICENSE NO.: 17671  
TYPE: RENEWAL



# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

OIL EQUIPMENT COMPANY INC

BIRMINGHAM, AL 35203

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

EC: BUILDING CONSTRUCTION, EV-S: POL DISPENSING SYSTEM

until **May 31, 2015** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

*Charles A. ...*  
SECRETARY-TREASURER

*[Signature]*  
CHAIRMAN

1st day of May, 2014

101418

**State of Alabama  
Electrical Contractors Board**





**511 North 11<sup>th</sup> Street  
Birmingham Al, 35203**

**511 North 11<sup>th</sup> Street  
Birmingham Al, 35203**

**Recent projects for your review.**

**Recent projects for your review.**

• **McCullough Oil CO.**

- **1200 Alton Drive Birmingham, AL.**
- **Removed (2) 12,000 gallon tanks and replaced**

• **McCullough Oil CO.**

- **1200 Alton Drive Birmingham, AL.**
- **Removed (2) 12,000 gallon tanks and replaced**

• **Tide Corner CO.**

- **P.O. box Fosters, Al.**
- **Installed (2) 15,000 gallon tanks and Piping**

• **Tide Corner CO.**

- **P.O. box Fosters, Al.**
- **Installed (2) 15,000 gallon tanks and Piping**

• **Interstate Oil**

- **P.O box 948 Montgomery, Al.**
- **Removed (1) 15, 000 gallon tank and replace with piping.**

• **Interstate Oil**

- **P.O box 948 Montgomery, Al.**
- **Removed (1) 15, 000 gallon tank and replace with piping.**

Exp Date: 01/15/2016



Alabama Petroleum Equipment Contractors Association

Albert H. Carruth

Certified in

UST Installation, Closure & Repair

USTID011513-CarAlb-3594



BID SHEET

Complete bid package  
copy inside attached  
manila envelope with  
bid bond.

BASE BID FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS AND  
CONTAMINATED SOIL AND THE INSTALLATION OF AUTOMATED FUEL  
MANAGEMENT AND DISPENSING SYSTEM AT THE TUSCALOOSA COUNTY PUBLIC  
WORKS SHOP

\$ 175,074.19

UNIT PRICE PER CUBIC YARD FOR EXCAVATION, REMOVAL AND DISPOSAL FOR  
POTENTIAL CONTAMINATED SOIL OUTSIDE THE EXCAVATION LIMIT SHOWN ON THE  
CONSTRUCTION PLANS AS DIRECTED BY THE COUNTY ENGINEER

\$ 75.00

Delivery date: 60 days from award of contract

Name of Company: MECO, Inc.

Mailing Address: P.O. Box 9387, Montgomery, AL 36108

Telephone: (334) 263-5502

Name: Sonny Hancock *Sonny Hancock*

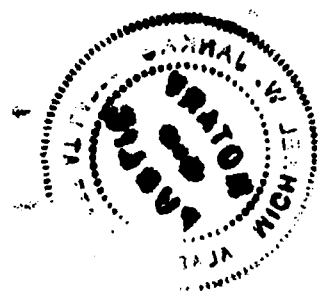
Title: Project Manager

Date: Jan 12, 2015



*Michael W. Jankas*  
Exp. Date: 12/20/2015





STATE OF ALABAMA )

TUSCALOOSA COUNTY )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

Meco, Inc. \_\_\_\_\_, as Principal;

and United Fire & Casualty Co \_\_\_\_\_, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Ten Thousand Dollars & 00/100 Dollars

( \$ 10,000.00..... ) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:

Removal of underground storage tanks and contaminated soil, and the installation of automated fuel management and dispensing system.  
NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; It being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 12th day of January, 2015, the name and corporate representative, pursuant to authority of its governing body.

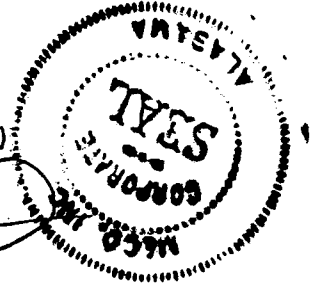
Witness:

Johnny Hancock

Principal:

By: [Signature] (Seal)

Title: PRESIDENT



Surety:

United Fire & Casualty (Seal)

By: [Signature]

Title: Attorney-in-fact



ATTEST:  
[Signature]

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$15,000.00), in lieu of a Corporate Surety, under the same terms.



UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint J. DAVID STRAWBRIDGE, OR W. LEE STEINHILBER, OR MARIE BOWMAN, OR KIMBERLY TURMAN, OR SUZANNE POWELL, ALL INDIVIDUALLY of MONTGOMERY AL

its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$2,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 1st day of May, 2015 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of May, 2013

UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 1st day of May, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Judith A. Davis*  
Notary Public  
My commission expires: 04-23-2015

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 12th day of January 2015.

*David A. Gage*  
Secretary



STATE OF ALABAMA

LICENSE NO.: 17037  
TYPE: RENEWAL



BID LIMIT: U  
AMOUNT: UNLIMITED

# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MECO INC

MONTGOMERY, AL 36108

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, EV-S: POL DISPENSING SYSTEM

until April 30, 2015 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

100647

1st day of April, 2014

SECRETARY-TREASURER

CHAIRMAN



MECO-01 OP ID: MB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steinhilber & Strawbridge, Inc 2100 Mt. Meigs Road Montgomery, AL 36107	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Auto-Owners Insurance		18988
INSURER B: Alabama Self-Insured Self Ins		
INSURER C: Mid Continent Casualty Co		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
MECO, Inc.  
Breckenridge Energy Services L  
P.O. Box 9387  
Montgomery, AL 36108

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	04GL906099	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Pollution Liab					MED EXP (Any one person) \$ 0	
	<input checked="" type="checkbox"/> Prof Liab					PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:						\$	
A	AUTOMOBILE LIABILITY		4922172200	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	\$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		04XS186718	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	54127	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Fitr		04IM55931	06/30/2014	06/30/2015	per loc 250,000	
C	Ballee/Cargo		04IM55931	06/30/2014	06/30/2015	limit 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured Endorsement applies to the General Liability if required by written insured contract.

CERTIFICATE HOLDER  TUSCA-2  Tuscaloosa County Alabama County Commission P.O. Box 20113 Tuscaloosa, AL 35402-0113	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Hareborman</i>

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**ALPEC**  
**ALABAMA PETROLEUM EQUIPMENT**  
**CONTRACTORS ASSOCIATION**

Awards this certificate to:

***Roger Sullivan***

In recognition of completion of

**UST Installation, Closure & Repair  
Education Course**

**Instructor: Kevin Henderson  
And is Entitled to Sixteen (16) Credit Hours**

ALPEC ID: USTID062414-SuIRog

Expiration: June 24, 2017



*Christy Sullivan*  
Membership & Education Coordinator

6-24-2017  
Date



**ALPEC**  
**ALABAMA PETROLEUM EQUIPMENT**  
**CONTRACTORS ASSOCIATION**

Awards this certificate to:

***Roger Sullivan***

In recognition of completion of

**8 Hour OSHA Refresher Instruction**

**Instructor: Kevin Henderson**

**Date of Instruction: June 23-24, 2014**

ALPEC ID: USTID062414-SulRog



*Christy S. Wilkins*

Membership & Education Coordinator

6-24-2014  
Date

## Qualification Statement

1. MECO, Inc.

PO Box 9387 (Mail: PO Box 9387)  
2808 Day Street  
Montgomery, Alabama 36108

CAGE Code: 1NTC3 Dunn & Bradstreet Number: 118035724

2. Point of Contact: Sonny Hancock

Phone: (334) 263-5502

Fax: (334) 264-5415

Email: [Sonny.Hancock@mecomgm.com](mailto:Sonny.Hancock@mecomgm.com)

Alternate: John Beck

Phone: (334) 263-5502

Fax: (334) 264-5415

Email: [John.Beck@mecomgm.com](mailto:John.Beck@mecomgm.com)

3. MECO, Inc. is an Alabama Corporation, began operating in 1983.

4. Dave Sanders, President, Deatsville, Alabama

Sara Beck, CFO, Montgomery, Alabama

5. MECO, Inc. is a local, independently owned sister company of MECO affiliates in Atlanta, Savannah, Macon and other cities in Georgia, South Carolina, and North Carolina.

6. License: State of Alabama General Contractor's license number 17037, unlimited contact amount, Classification: BC: Building Construction, EV-S: POL (Petroleum, Oils, & Lubricants) Dispensing Systems.

7. MECO, Inc. has not defaulted on a project nor failed to complete any contracted project.

8. MECO, Inc. has never filed bankruptcy and has not been judged bankrupt.

9. Examples of comparable or larger projects completed during the past 48 months are shown on the attached 5 pages. Information on other projects provided on request.

I, Sonny Hancock, certify that the above information is true.



MECO, Inc. By:

**Alabama Department of Transportation  
Remove tanks and add Tanks to Existing Fuel Site**

**Owner:  
State of Alabama (ALDOT)  
1701 I-65 West Service Road  
Mobile, Alabama 36618-1109  
Phone: (251) 470-8200**

**Facility Name:  
ALDOT Ninth Division  
Fuel Storage Facility  
Mobile, Alabama 36618-1109**

**Specifications and Layout**

**Designed by:  
John Beck  
MECO, Inc.  
P.O. Box 9387  
Montgomery, Alabama 36108**

**Approved by:  
Wayne Walker  
Alabama DOT  
1701 I-65 West Service Road  
Mobile, Alabama 36618-1109**

**Contract Amount: \$148,500.00**

**Scope of Work**

**Furnish all equipment, materials, and to add three Above Ground Storage Tanks including E-85 gasoline tank to existing transportation maintenance facility.**

**ABOVEGROUND STORAGE TANK (AST)**

**Remove two existing 6,000 gallon fuel tanks. New tanks include storage for regular gasoline (20,000 gallon), diesel (20,000 gallon), and E-85 gasoline (12,000 gallon). Piping consists of black steel above ground and double-wall fiberglass underground from the tanks to the fuel dispenser leak containment sumps. Existing concrete pad and leak containment dike were modified to support the new tanks. One new E-85 dispenser was added to the existing dispensing facility service islands. Site fuel inventory management system modified to support the new tanks.**

**Alabama Department of Transportation  
Move Tanks and Add E-85 Tank at New Location**

**Owner:  
State of Alabama (ALDOT)  
PO Box 647  
Troy, Alabama 36081  
Phone: (334) 670-2461**

**Facility Name:  
ALDOT District 5  
Fuel Storage System  
299 Elba Highway  
Troy, Alabama 36079**

**Specifications and Layout**

**Designed by:  
John Beck  
MECO, Inc.  
P.O. Box 9387  
Montgomery, Alabama 36108**

**Approved by:  
Wayne Walker  
Alabama DOT  
1701 I-65 West Service Road  
Mobile, Alabama 36618-1109**

**Contract Amount: \$148,500.00**

**Scope of Work**

**Furnish all equipment, materials, and to remove two fiberglass underground tanks, reinstall the tanks at new fuel site and add one E-85 gasoline tank to a new vehicle fueling facility.**

**Overview**

**Excavate, remove, transport recertify, and reinstall two underground fuel tanks at a new location in Elba, Alabama. Provide and install new underground double-wall fiberglass tank to store E-85 fuel. Provide and install all sumps, fittings and accessories for a complete new fuel storage and dispensing facility. Add additional electronic tank probes and sensors to existing fuel management system. Install a new 20' X 24' overhead fuel canopy, with light fixtures above the fuel dispensing island.**

**FRTL  
ABOVE GROUND FUEL FACILITY**

**Owner:  
Florida Rock & Tank Lines  
501 Riverside Ave., Suite 500  
Jacksonville, Florida 32202  
Phone: (904) 338-1437**

**Facility Name:  
Florida Rock & Tank Lines  
4000 NW County Road 235  
Newberry, Florida 32669**

**Specifications and Layout Designed by:  
Sonny Hancock  
MECO, Inc.  
2808 Day St  
(Mail: P.O. Box 9387)  
Montgomery, Alabama 36108**

**Approved by:  
John C. Beck  
MECO, Inc.  
Florida License PCC1256835  
2808 Day St  
Montgomery, Alabama 36108**

**Contract amount: \$166,154.58**

**Project Synopsis**

**Construction of a fueling facility located at the Vulcan Material Plant, Florida Rock & Tank Lines designated location in Newberry, Florida. This fuel facility is used to dispense diesel fuel to the company vehicles owned or operated by Patriot Transportation (Florida Rock & Tank Lines).**

**ABOVEGROUND STORAGE TANK (AST)**

**The AST (UL-2085) is a double-wall horizontal type, 2-hour fire tested tank designed to store diesel fuel. Openings included to accommodate all accessories outlined in the full project specifications and an additional two each 2 inch and 4 inch spare openings for possible future use. Nominal capacity - 12,000 U.S. gallons, and designed to meet Steel Tank Institute specifications and the requirements outlined NFPA30 and NFPA30A. System consists of tank, submerged fuel pump, dispenser, overhead canopy (with lighting), electronic tank monitoring system, and electronic credit card reading fuel controller.**

## City of Evergreen Fuel Station

**Owner:**

City of Evergreen  
PO Box 229  
Evergreen, AL 36401  
Phone: (251) 578-7216

**Facility Name:**

City of Evergreen Fuel Station  
Evergreen City Maintenance Shop  
Evergreen, Alabama  
[jdavis@evergreenal.org](mailto:jdavis@evergreenal.org)

**Specifications and Layout****Designed by:**

Sonny Hancock  
MECO, Inc.  
P.O. Box 9387  
Montgomery, Alabama 36108

**Approved by:**

John C. Beck  
MECO, Inc.  
2808 Day St  
Montgomery, Alabama 36108

**Contract Amount: \$86,497.00**

### Scope of Work

Furnish all equipment, materials, and labor for a complete and operational motor vehicle fueling facility at the City of Evergreen, Alabama maintenance shop.

### TANKS AND EQUIPMENT

The AST (UL-2080) is a double-wall (Flameshield) horizontal type, 2-compartment tank designed to store gasoline and diesel fuel. Nominal capacity - 12,000 U.S. gallons split 4,000/8,000, and designed to meet Steel Tank Institute specifications and the requirements outlined NFPA30 and NFPA30A. System consists of tank, two submerged fuel pumps, two fuel dispensers, and electronic key activated fuel controller. Provide and install all sumps, fittings and accessories to provide a complete fuel storage, dispensing, and control system for the city maintenance facility.

W. HARDY McCOLLUM  
CHAIRMAN

MELVIN L. VINES  
COUNTY ADMINISTRATOR

WILLIAM M. LAMB  
CHIEF FINANCIAL OFFICER



MEMBERS  
STAN ACKER  
JERRY TINGLE  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870

December 22, 2014

Sonny Hancock  
Montgomery Equipment Company, Inc.  
2808 Day Street  
Montgomery, AL 36108

Bid Number: 20141215001

Dear Sonny Hancock:

Tuscaloosa County will accept bids for the removal of underground storage tanks and contaminated soil, and the installation of automated fuel management and dispensing system at the Tuscaloosa County Public Works Shop until 9:00 a.m., Wednesday, January 14, 2015. The enclosed specifications and bid form were compiled by the County Engineer. Direct all inquiries in regard to this bid to Bobby Hagler at telephone number (205) 345-6600.

Bids can be mailed to:

Tuscaloosa County Commission  
714 Greensboro Avenue, Room G78  
Tuscaloosa, AL 35401

or brought to the County Commission Office, Room G78 in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, 14 January, 2015.

Please return your bid in the "BID" envelope provided or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

A handwritten signature in black ink, appearing to read "W. M. Lamb". The signature is fluid and cursive.

W. M. Lamb  
Chief Financial Officer

WML: am

Enclosures

Copy: Bobby Hagler  
File

**GENERAL REQUIREMENTS FOR THE REMOVAL OF UNDERGROUND STORAGE  
TANKS AND CONTAMINATED SOIL, AND THE INSTALLATION OF AUTOMATED  
FUEL MANAGEMENT AND DISPENSING SYSTEM AT THE TUSCALOOSA COUNTY  
PUBLIC WORKS SHOP**

**GENERAL**

Tuscaloosa County will receive sealed bids until 9:00 a.m. Wednesday, January 14, 2015 for furnishing of all necessary materials, equipment, labor, qualified supervision, insurance, licensing and bonding for removal of two underground storage tanks and installation of two new underground storage tanks, an automated fuel management and dispensing system at the Tuscaloosa County Public Works Shop located at 2810 35<sup>th</sup> Street Tuscaloosa, AL 35401. All contactors submitting bids shall be licensed by the Alabama Licensing Board for General Contractors to perform the type of work described within this bid package. All bidders shall be certified by ADEM for tank closure and installation and supply copies of all current licenses along with the bid proposal. Credentials for the individuals that will do the supervision must be provided with the bid submission.

**CONSTRUCTION REQUIREMENTS**

All work shall be in conformance with the rules and regulations of the Alabama Department of Environmental Management (ADEM), the Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA).

All bidders shall hold the necessary licensure and certifications to perform this type of work in accordance with all state, and federal regulations and submit the necessary verification documents. Bidders shall submit descriptions for three (3) similar projects completed along with contact information for the agency within the State of Alabama over the past three (3) years.

**INSTRUCTIONS TO BIDDERS**

This document contains important bidding and contracting information. All prospective bidders should read the entire document thoroughly. Prospective bidders are urged to make a complete site inspection of the project location and failure to do so will not relieve them of any of the provisions of the specifications herein.

The qualifications, ability, and responsibility of all bidders will be considered in making the award. Bids of \$50,000 or more will be accepted only from qualified General Contractors



licensed by the State Licensing Board of General Contractors of Alabama as required by Code of Alabama (1975) Titles 34 and 46 as amended. Only bids of such contractors who are licensed prior to the date of the bid opening will be considered. Any bid submitted without a copy of the bidder's current General Contractor's License enclosed in the bid package will be rejected.

In accordance with Alabama Code 39-3-5, preferences shall be given to Alabama resident contractors and nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

The bidder understands that the county reserves the right to reject any and all bids and to waive any informality involved in the bidding process. The county reserves the right to reject any bid proposal if an investigation of the bidder fails to satisfy the county that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

Any bidder may withdraw their bid, either personally or by telegraphic or written request (not by facsimile), at any time prior to the scheduled opening time for receipt of bids. No bid may be withdrawn after opening of bids prior to the time of returning bid bonds as provided for herein. All bids shall be submitted to Tuscaloosa County Purchasing Department before the bid opening on January 14, 2015 at 9:00 am local time at which time the bids will be publicly opened and read aloud. Late bids will not be accepted. All bids shall be submitted on the bid forms prepared and furnished by Tuscaloosa County in a sealed envelope clearly marked "Sealed Bid – Fuel System-Tuscaloosa County Public Works Shop"

#### **SECTION ONE - REMOVAL OF EXISTING UNDERGROUND STORAGE TANKS AND CONTAMINATED SOIL**

##### **DESCRIPTION**

This section shall cover the removal and disposal of underground storage tanks for petroleum based hydrocarbons, and the removal and disposal of contaminated soil. The term underground storage tank (UST) includes the UST and all components (pump lines, vent lines, distribution lines, etc.) of the tank. This section shall also cover the removal and disposal of the contents of the USTs. The approximate extent of the known contamination will be shown on the plans. The

actual limits of contamination will be determined in the field with verification sampling at the time of UST removal.

#### **CONTRACTOR'S NOTIFICATION OF SCHEDULE TO REMOVE USTs**

At least 7 calendar days in advance of excavation and removal, the contractor shall notify the county engineer or authorized representative to insure that appropriate personnel are on site to obtain samples and data as necessary for the verification testing. The county's qualified representative will do all site assessment and verification testing.

#### **REMOVAL AND DISPOSAL OF UST AND EXCAVATION PIT CONTENTS**

The contractor shall remove liquids and sludges from a UST by pumping these materials out of the UST before it is removed from the ground. USTs may contain different types of petroleum hydrocarbons (gasoline, diesel, sludge, oil, etc.). Small amounts of liquids and sludges that cannot be pumped from a UST and cannot be removed from the appurtenances to the UST (distribution lines, pump lines, etc.) shall be collected after the removal of the UST. Leakage from the UST onto the surrounding soil shall be avoided by properly pumping the contents of the UST into permitted transport vehicles. Any liquids or sludges associated with the UST system that are present or released into the excavated pit shall be removed and disposed. The liquids and sludges shall be removed in accordance with the requirements given in the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA-30) and ADEM requirements.

The contractor shall dispose of the liquids, sludges and other materials removed from the USTs and the materials collected from the appurtenances to the USTs. The contractor shall furnish the county representative with a copy of the documentation of the disposal (disposal receipts, manifests, weight tickets, etc.).

#### **EXCAVATION OF POTENTIALLY CONTAMINATED SOIL**

The contractor shall excavate the potentially contaminated soil to the extent as shown on the plans. If there is any additional excavation and soil removal necessary based on regulatory

requirements it will be designated by the county engineer. This item of work shall be performed on a unit price per cubic yard basis and shall be included on the line item provided on the bid submittal documents. The contractor shall furnish, install and maintain all hazard warning markings and devices at the areas of excavation that may be required by regulations. The soil shall be placed in separate loads for testing. A typical load for testing shall not be greater than 20 cubic yards but may be a larger or smaller load that the county representative designates as being acceptable for testing. Loads shall be kept separate to maintain the integrity of the testing and disposal. Loads shall be isolated by plastic sheeting (minimum thickness 6 mils) or by being placed in holding bins or other containers to prevent further contamination. The stockpiled material shall be placed so that soils are not released into the surrounding environment by erosion.

#### **REMOVAL AND DISPOSAL OF USTs**

USTs shall be removed after the liquids and sludges have been removed from the USTs and the appurtenances to the USTs. USTs and connections shall be completely empty prior to disposal. All lines (product lines, vent lines, etc.), connections and other appurtenances shall be removed as directed on the plans. The method of UST disposal shall be submitted to the engineer for approval. The contractor shall furnish the engineer with a copy of the documentation of the disposal of the UST and appurtenances (disposal receipts, manifests, weight tickets, etc.).

#### **DISPOSAL OF CONTAMINATED SOIL**

The contractor shall deliver the contaminated soil to a disposal site (landfill, incinerator, etc.) that meets all regulatory requirements for the disposal of the contaminated soil. Documentation (receipts, manifests, mass tickets, etc.) of the delivery shall be provided to the engineer. Contaminated soil shall not be treated on site prior to disposal and shall not be removed to an alternate site for remediation prior to disposal.

#### **BACKFILL**

Backfilling the excavated areas will not be permitted until authorized by the county engineer and shall be accordance with the standards for the installation of the new tanks that is covered in Section two of these bid documents.

## **SECTION TWO - INSTALLATION OF THE AUTOMATED FUEL MANAGEMENT AND DISPENSING SYSTEM**

### **DESCRIPTION**

It is the intent of this section of the bid document to set forth the minimum specifications for a fuel storage and delivery system to be located at the Tuscaloosa County Shop located at 2810 35<sup>th</sup> Street Tuscaloosa, Alabama, 35401.

The system shall be fully compatible with the current automated fuel delivery system that the county currently operates. This location shall have an In-Tank Monitoring system that connects to the current fuel management system. The In-Tank monitoring system currently in place is a Veeder Root TLS 350. This existing system shall be upgraded as required and have additional underground data lines installed as shown on the attached plans and be in compliance with ADEM regulations for tank testing.

The contractor shall be responsible for all parts and labor associated with the installation of piping, plumbing and electrical work for the fuel delivery system and connects the new system to the existing piping that is to be retained at location shown on the plans unless otherwise directed by the county engineer.

Tuscaloosa County shall be responsible for notifying ADEM of the installation of this fuel site. The contractor shall be responsible for obtaining any other required permits. The contractor shall also be responsible for insuring that all necessary components, including those not specifically mentioned, that are used in the installation of the fuel system are fully compliant with Federal and ADEM requirements.

The system shall consist of two 12,000 gallon double wall, fiberglass coated steel underground storage tanks, one tank for gasoline and the other for diesel. Both tanks shall have overfill and overspill protection installed on fueling ports. A vapor recovery system shall be installed on the gasoline tank along with all leak detection systems available for these types of double wall tanks. Both tanks shall be a Stanwade Metal Products ACT-100-U or equivalent. The tanks shall be 8 feet in diameter and have a length of 32 feet and be installed in the existing tank pit as per manufactures specifications. Tank sumps and sensors shall be added to the existing tank pit. Monitoring sensors for the interstice between the inner and out tank shall be included. The existing tank monitoring sensors shall be retained and reinstalled on the new tanks. The

existing submergible pumps are to be removed and replaced as per the pump specifications. The fuel dispensing system shall also consist of removal and installation of new dispensers as per the specifications at the location provided on the plans.

## **SPECIFICATIONS**

### **TANK MONITORING AND LEAK DETECTION SYSTEM**

- Retain existing tank sensors
- Install sumps and sensors for new tanks
- Install sensors for Interstice between inner and outer walls on new tanks
- Must comply with ADEM regulations
- Install new data lines as required
- Upgrade existing Veeder-Root TLS 350 system as required

### **OVERSPILL PROTECTION**

- Must comply with ADEM regulations

### **SUBMERGABLE PUMP REPLACEMENT**

- Remove existing pumps
- Install and connect new Red Jacket pumps or equal for both tanks

### **VAPOR RECOVERY SYSTEM**

- Must comply with ADEM regulations
- Shall be installed on the gasoline tank.

### **DISPENSERS (GAS BOY OR EQUAL)**

#### **GASOLINE**

- Must be a new unit
- Two hose dispenser
- Capable of dispensing both hoses simultaneously
- Compatible with fuel management system
- Electric reset
- 15 gpm
- ¾" nozzle with in-line breakaway
- Swivel connection on each hose
- Location and orientation of dispenser as per existing dispenser
- Dispenser orientated with hose out to side of island

#### **DIESEL**

- Must be a new unit
- Two hose dispenser
- Capable of dispensing both hoses simultaneously
- Compatible with fuel management system
- Electric reset
- 22 gpm
- ¾" nozzle with in-line breakaway
- 1" nozzle with in-line breakaway
- Swivel connection on each hose
- Location and orientation of dispenser as per existing dispenser
- Dispenser orientated with hoses out to side of island

The contractor shall be responsible for furnishing and installing any other necessary materials, labor, or incidentals not specifically mentioned but required to provide a fully operational fuel management and dispensing system complying with ADEM requirements.

The contractor shall be responsible for all site work to include excavation, trench work, back fill and concrete work as shown on the attached drawing. The contractor shall pour a concrete slab as shown on the attached drawing. The concrete slab shall be 6" thick; 4,000 psi, fiber reinforced, with 4x4 w2.9xw2.9 w.w.f. reinforcement. All lines under this slab will be cased.

#### **CONSTRUCTION TIME**

Work shall commence no later than fifteen calendar (15) days following the date of award by the Tuscaloosa County Commission. The contractor shall schedule a pre-construction conference with the county engineer's office prior to commencement of work. The contractor will be allowed thirty (30) working days to complete the work. Request for contract time extensions and/or time suspensions shall be submitted in writing to the county engineer. The reasons for such extensions and/or suspensions shall be clearly set forth. Failure to complete the work within time stipulated will result in the assessment of liquidated damages in the amount of \$250.00 per working day. Upon evaluation of the delivery time for the tanks once the order is complete and written notification is provided by the contractor to the county, a time extension would be considered based the scheduled delivery date from the tank manufacturer.

**BASIS OF PAYMENT**

The total contract price for entire scope of work included in both section one and section two of this bid document shall be provided in the submittal along with a unit price per cubic yard of additional contaminated soil excavation, removal, and disposal as directed by the county engineer.

**BID BOND**

Each bid submission shall be accompanied by a bid bond of the prescribed form made payable to the Tuscaloosa County Commission in the amount of five (5) percent of the Total Bid Amount. Bidder shall submit the Bid Bond using the Bid Bond form attached.

**PERFORMANCE BOND**

The successful bidder shall, within 10 days after the award of the bid, furnish to the county engineer an acceptable surety bond in the amount equal to 100 percent of the Total Bid Amount. Bidder shall submit the Performance Bond using the Performance Bond form attached.







Transmitted via email (tcriss@tuscco.com) and U.S.P.S.

December 29, 2014

Mr. Tracy Criss  
Tuscaloosa County Public Works Department  
2810 35th Street  
Tuscaloosa, Alabama 35401

3516 Greensboro Avenue  
Tuscaloosa, AL 35401  
205.345.0816  
www.ttlusa.com

Subject: Tuscaloosa County Commission Public Works  
Tuscaloosa County Shop  
2810 35<sup>th</sup> Street  
Tuscaloosa, Tuscaloosa County, Alabama  
Facility I.D. No.: 15028-125-002021  
UST Incident No.: UST15-11-01  
TTL Project No. 600114052  
TTL Proposal No. P06114122

Dear Mr. Criss,

TTL, Inc. (TTL) has been assisting the Tuscaloosa County Public Works Department (County) with a reported release of petroleum product from an underground storage tank (UST) at their facility located at 2810 35<sup>th</sup> Street in Tuscaloosa, Tuscaloosa County, Alabama. Included herein is a brief project background, our proposed scope of services, cost estimate, anticipated schedule, and authorization requirements.

## PROJECT BACKGROUND

TTL was contacted by Mr. Mike Henderson with the County on November 17, 2014. Mr. Henderson informed TTL that a release of product was detected from a 12,000-gallon capacity, gasoline UST located at their facility. The release was discovered by a falling tightness test and subsequent product volume measurements. Mr. Henderson promptly took action to remove the product from the tank to minimize the release. Mr. Henderson submitted ADEM Form 480 UST Release Report on November 17, 2014. The compromised tank is eligible for the Alabama Tank Trust Fund.

The ADEM assigned UST Incident Number UST15-11-01 to the release. Cost Proposal 1 was approved for preliminary investigation activities and secondary plan development in an ADEM letter dated November 25, 2014.

TTL understands the County wishes to remove the two existing 12,000-gallon tanks (including the reported leaking tank) and replace them with similarly-sized USTs. The County has notified the ADEM of the pending UST closure by removal. The County understands that the UST removal and replacement efforts are not eligible for ADEM reimbursement under the Trust Fund.

T:\Projects\2014\Proposals ENV\122 Tuscaloosa County UST\P06114122 Tuscaloosa County Shop UST.docx

Since the compromised tank is proposed to be removed, TTL recommended coordinating the tank closure and installation efforts with the required Preliminary Investigation. To avoid possible damage to the permanent groundwater monitoring wells that will be installed for the investigation, TTL requested the ADEM's approval to delay the Preliminary Investigation until tank removal and installation are complete. Since similar data is required for the UST Closure Report and the Preliminary Investigation, TTL requested that the Preliminary Investigation Report serve as the UST Closure Report as well.

TTL received verbal approval of the plan from the ADEM on December 12, 2014. TTL submitted a summary of the plan and the signed Cost Proposal 1 on December 16, 2014.

## **PROPOSED SCOPE OF SERVICES**

### Tank Removal and Installation Observations

The County understands that the UST removal and replacement efforts are not eligible for ADEM reimbursement under the Trust Fund. TTL will continue to offer general consulting as requested regarding the tank removal and replacement. TTL assumes soil samples will not be required during the tank closure.

TTL will observe the tank removal process on behalf of the County. If obvious contamination is observed in the tank pit, TTL will instruct the removal contractor to over excavate to a reasonable extent. The stockpile that results from the over-excavation will be segregated from soils associated with the closure effort to allow for disposal of the over-excavated material under the Trust Fund. TTL will work closely with the County to delineate Trust Fund eligible efforts from UST closure efforts.

TTL will provide a letter report documenting the removal of the existing tanks.

### ADEM Trust Fund Contractor

If over-excavating does occur during the tank removal, TTL will coordinate characterizing the soil and proper disposal. These activities will likely be performed under an addendum to Cost Proposal 1.

TTL will perform the Preliminary Investigation per current ADEM requirements. The preliminary investigation will include installing four (4) permanent monitoring wells. Soil and groundwater samples will be collected for analytical analysis. A Preliminary Investigation Report will be submitted to the ADEM and copy will be provided to the County.

TTL will continue to provide services as required by the ADEM UST Corrective Action Section.

## **COST ESTIMATE**

### Tank Removal and Installation

TTL has estimated a budget of \$6,520 to provide the services as outlined in this proposal that are not Trust Fund eligible. An itemized cost is provided as an attachment to this proposal. Our services will be billed in accordance with our standard unit rates (see attached). Please note this cost is an estimate based on the conditions reported to TTL and based on preliminary conversations with the ADEM. Additional services, if required or requested, are not included.

#### ADEM Trust Fund Contractor

Efforts eligible for the Trust Fund will be performed at the current ADEM rates. The Preliminary Investigation was approved for \$20,082.95. The tank owner is required to pay the first \$5,000 of eligible response action cost. The total approved reimbursement effort amount for the Preliminary Investigation is \$15,082.95.

Upon completion of the Preliminary Investigation, TTL will submit an invoice in the amount of \$5,000 to the County. The remainder of the effort will be submitted for Trust Fund reimbursement.

#### **SCHEDULE**

TTL understands the County is currently soliciting bids from contractors for the tank removal and installation. The bid is anticipated to be awarded in mid-January. Once the bid is awarded, a schedule will be established. TTL will provide the UST closure summary report one week from the completion of activities.

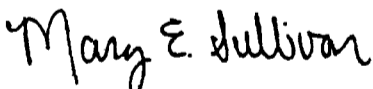
Once the new tanks have been installed, TTL requests two weeks to scheduled field activities for the Preliminary Investigation. We anticipate field work can be completed in one week. Analytical analysis take two weeks to complete. TTL can submit the Preliminary Investigation Report within two weeks of receiving analytical data. TTL requests six to seven weeks to complete the Preliminary Investigation once the new tanks have been installed.

#### **AUTHORIZATION**


In order to formally authorize our services on this project, please sign and return the attached Client Project Services Agreement (CPSA) form. The terms and conditions that accompany the CPSA are an integral part of our agreement and will govern our services on this project.

We appreciate the opportunity to submit a proposal to provide our services to you on this project. Please contact the undersigned should you have any questions regarding this proposal.

Sincerely,  
TTL, Inc.



Mary E. Sullivan, P.E.  
Project Engineer



Kenneth M. Bailey, P.E.  
Principal Engineer

Attachments: Cost Estimate  
Schedule of Fees  
CPSA

**COST ESTIMATE FOR GENERAL CONSULTING AND OBSERVATIONS**

**Project:** TTL Project No. 600114052  
 Tuscaloosa County Commission Public Works  
 Tuscaloosa County Shop UST

**Prepared by:** Mary E. Sullivan

**Proposal No.:** P06114122

**Date:** December 29, 2014

**Scope:** Per TTL Proposal No. P06114122 (see attachment)

Quantity	Description	Unit Cost	Total
<b><i>General Consulting and ADEM Coordination</i></b>			
8	hours Staff Professional Level III	\$ 115.00	\$ 920.00
4	hours Staff Professional Level V	\$ 150.00	\$ 600.00
	<b>Subtotal</b>		<b>\$ 920.00</b>
<b><i>Tank Closure and Installation Observations</i></b>			
8	hours Environmental Technician	\$ 65.00	\$ 520.00
40	hours Staff Professional Level II - field	\$ 95.00	\$ 3,800.00
3	hours CADD Technician	\$ 70.00	\$ 210.00
8	hours Staff Professional Level III - reporting	\$ 115.00	\$ 920.00
1	hours Staff Professional Level V	\$ 150.00	\$ 150.00
	<b>Subtotal</b>		<b>\$ 5,600.00</b>
	<b>Total</b>		<b>\$ 6,520.00</b>



geotechnical • analytical • materials • environmental

TTL, Inc.  
**SCHEDULE OF FEES**

December 2014

**PROFESSIONAL SERVICES**

Staff Professional Level I	\$85.00
Staff Professional Level II	\$95.00
Project Professional Level III	\$115.00
Senior Professional/Project Manager Level IV	\$130.00
Principal Professional/Sr. Project Manager Level V	\$150.00
Principal Professional/Sr. Project Manager Level VI	\$165.00
Principal Professional/Sr. Project Manager Level VII	\$185.00
Staff Technician Level I	\$42.00
Staff Technician Level II	\$46.00
Staff Technician Level III	\$50.00
Environmental Technician	\$65.00
Environmental Specialist	\$85.00
CADD Technician	\$70.00
Administrative Support	\$50.00
Sr. Technician Level I	\$55.00
Sr. Technician Level II	\$65.00
Sr. Construction Inspector	\$75.00
NDT Steel/Welding Inspector	\$88.00
Structural Steel Technician	\$75.00
Mileage	\$ .70

Staff Professionals include Engineers, Geologists, Chemists, Biologists, and Scientists. Holiday, weekend, work over 40 hours/week, or work before 7:00 a.m. and after 5:30 p.m. is 1.5 times the standard unit rates.

**CLIENT PROJECT SERVICES AGREEMENT**  
TTL Proposal Number P06114122  
Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated December 29, 2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

**1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

**2. Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

**3. Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

**4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

**5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

**6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS TO THE FULLEST EXTENT PERMITTED BY LAW. THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

**7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, Indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

**8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

CLIENT PROJECT SERVICES AGREEMENT  
TTL Proposal Number P06114122  
Page 2 of 2

12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. **Documents.** Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

18. **Unforeseen Circumstances.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (A.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (B.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (C.) Terminate the services effective on the date specified by Consultant in writing; (D.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

19. **Survival.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. **Severability.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: Tuscaloosa County Public Works Department  
Authorized by: \_\_\_\_\_  
Print name and title: \_\_\_\_\_  
Address: 2810 35th Street Telephone no.: \_\_\_\_\_  
City and state: Tuscaloosa, Alabama Zip: 35401 Fax no.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Cell no.: \_\_\_\_\_

CONSULTANT

Firm name: TTL, Inc.  
Firm address for notifications: 20210 Highway 59 North Suite 2, Summerdale, Alabama 36580  
TTL approval by: \_\_\_\_\_  
Print name and title: \_\_\_\_\_



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT  
 2810 35th Street  
 Tuscaloosa, Alabama 35401  
 (205) 345-6600  
 FAX (205) 345-6600



Bobby C. Hagler  
 County Engineer

Allan D. Springer, Sr.  
 Assistant County Engineer

Subdivision Wavier Request  
 Joyce Dockery  
 Gilmore Mine Road  
 Tuscaloosa County Commission  
 January 21, 2015

Commission District: 2

Owner: Joyce Dockery

Engineer / Surveyor: Robert S. McPherson, PLS

Wavier Requested: Ms. Dockery is requesting a waiver from the Tuscaloosa County Subdivision Regulations for the parceling off for sale of tracts of land measuring less than 10 acres.

Comments:

**Ms. Dockery is the owner of a six acre parcel of land. She is wishing subdivide the land into a five acre parcel and a one acre parcel. Ms. Dockery wants to plat the one acre parcel, without platting the remaining acreage. Ms. Dockery is not prepared to cover all of the expenses associated with the survey cost of a two lot subdivision. She is dividing the property so that she may sale the one acre parcel in order to pay off a loan. The loan was for her son's funeral expenses.**

**The 2013 Subdivision Regulations state the following:**

SECTION 1-2 POLICY

c. Prior to the actual sale, offering for sale, transfer, or lease of any lots as defined herein for the purpose of creating, establishing, or modifying a subdivision, any owner or developer of land which lies within the area of the County's subdivision jurisdiction shall submit the plat of the proposed subdivision to the Tuscaloosa County Public Works Department for approval in accordance with the procedures as set out in these regulations (by Code of Alabama 1975 §11-24-1 et seq. as amended, and set out in these regulations).

SECTION 3-3 EXCLUSIONS FROM THE SUBDIVISION PROCESS

The following shall not be considered a subdivision and shall be excluded from the subdivision process:

- I. The parceling off or sale of tracts measuring 10 acres or more with a minimum of 30 feet access to a publicly maintained road.

**Ms. Dockery is requesting that she be required to plat the one acre parcel that is for sale without having to plat the remaining five acres. The property has access to two publicly maintained roadways.**



**ROBERT S. McPHERSON**  
**PROFESSIONAL LAND SURVEYOR**

4210 VASSIE DRIVE  
TUSCALOOSA, AL 35404  
PH 205-553-8843

January 12, 2015

TUSCALOOSA COUNTY COMMISSION

ATTN: TO WHOM IT MAY CONCERN

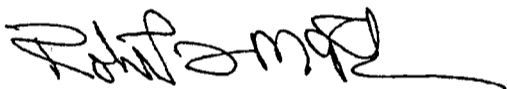
THIS IS A WAVIER REQUEST FOR THE 10 ACRE RULE.

MS. JOYCE DOCKERY THE CURRENT PROPERTY OWNER THE FOLLOWING TAX PARCEL:  
29-03-06-0-001-046.000, ON GILMORE MINE ROAD, Ms. DOCKERY, RESENTLY LOST HER SON  
AND HAD TO TAKE A LOAN OUT, TO PAY THE FUNERAL EXPENSES, AND Ms. DOCKERY, IS  
SELLING A PART OF HER PROPERTY TO PAY OFF THE LOAN. SHE IS NOT FINANCIALLY  
PREPARED TO COVER ALL THE EXPENSES OF THE SUBDIVISION COST, SO SHE IS  
WANTING TO MAKE THIS, A 1 LOT SUBDIVISION, INSTEAD OF A TWO LOT SUBDIVISION. SHE  
WOULD APPRECIATE THIS, SO THE SURVEYING EXPENSES, WILL NOT BE SO MUCH.

PLEASE CALL ME, WITH ANY PROBLEMS.

PLEASE CALL 205 454-6204 CELL PHONE

Sincerely,



ROBERT S. McPHERSON  
PROFESSIONAL LAND SURVEYOR



Tuscaloosa County, AL

Date Printed: 1/12/2015

This map is to be used for tax purposes only - Deater L. McMullen, Tuscaloosa County Tax Assessor

MONTH OF: DECEMBER, 2014

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	23462-23913	\$5,472,102.49
SPECIAL SALES TAX		
112 ROAD & BRIDGE	7077-7290	\$1,309,293.89
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	2540-2566	\$203,702.91
160 COMMUNITY DEVELOP	1628-1633	\$220,212.33
710 PAYROLL-CHECKS	94177-94226	\$1,567,413.47
	58538-58968	\$264,792.31
	21073-22002	\$1,132,166.62
720 PAYROLL-DIR DEP		
720 EXCESS LAND SALES		
730 FIDUCIARY	45	\$100.00
750 PISTOL PERMIT	8575-8614	\$55,755.30
780 E911	5150-5167	\$20,036.65
781 GAS TAX BONDING		
783 GENERAL LIABILITY		
783 WORKMEN'S COMP	137	\$3,487.46
783 HEALTH INSURANCE		
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		

\$10,249,063.43

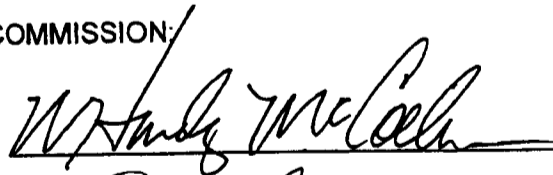
CHECKED BY:



WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

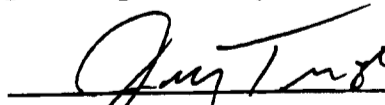
CHAIRMAN, W. HARDY MCCOLLUM



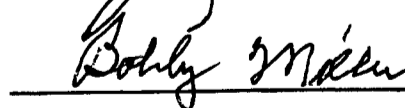
COMMISSIONER, STAN ACKER



COMMISSIONER, JERRY TINGLE



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



APPROVED AS TO FORM  
GDW  
Office of the City Attorney

Prepared By: GDW  
Requested: Finance Comte  
Presentation on: 01/20/2015  
Suspension of Rules: No

**RESOLUTION**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH TUSCALOOSA COUNTY, ALABAMA  
FOR FUNDING OF THE SALVATION ARMY  
(A15-0052)**

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and is hereby, authorized to execute an agreement on behalf of the City of Tuscaloosa with Tuscaloosa County, Alabama, wherein the City of Tuscaloosa shall receive from Tuscaloosa County the sum of \$50,000 for the purpose of funding improvements to the Salvation Army Shelter, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No

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

Finance Director

**COUNCIL ACTION**

Resolution ✓  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed 1-20-15  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**FUNDING AGREEMENT BETWEEN  
TUSCALOOSA COUNTY, ALABAMA AND  
THE CITY OF TUSCALOOSA**

THIS AGREEMENT made and entered into on this the 29 day of January, 2015, by and between TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereinafter sometimes referred to as the County, as a party of the first part, and the CITY OF TUSCALOOSA, a municipal corporation, hereinafter sometimes referred to as City, as party of the second part.

**WITNESSETH:**

WHEREAS, Title 11 of the Code of Alabama, (1975), grants to the County the authority to enter into contracts for services; and

WHEREAS, Section 11-96A-3 of the Code of Alabama (1975), specifically grants to counties and municipalities the authority to fund homeless shelters; and

WHEREAS, the City has previously provided funds received from federal grants to the Salvation Army to help fund the reconstruction of a homeless shelter to serve the citizens of the city and county; and

WHEREAS, the County seeks to contribute to the reconstruction of a homeless shelter to provide services to the citizens of the county who might need such shelter.

NOW, THEREFORE, the parties agree as follows:

1. The County shall provide to the City the sum of Fifty Thousand Dollars (\$50,000.00) to be used to reconstruct a homeless shelter in Tuscaloosa County, Alabama.

2. The City has previously entered into a funding agreement with the Salvation Army to provide funds to assist with the reconstruction of a homeless shelter, and the Salvation Army has agreed that in providing services to the homeless in the Tuscaloosa County area that the agency and its agents or employees, will not, on the grounds of race, color, creed, sex, religion, national origin, or handicap, discriminate, or permit discrimination, against any person or group of persons, in any manner. The agency has further agreed to comply with all applicable laws of the State of Alabama and the United States of America.

3. It is the intent of the parties to this agreement that they be the only parties to this agreement, and expressly exclude third party beneficiaries; no person not a party to this agreement may claim benefits under this agreement.

4. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining valid covenants or conditions. There shall be no third party beneficiary to this agreement.

9. This agreement constitutes the entire agreement between the City and the County, and merges all prior written or oral understandings or agreements. The City shall be under no obligation to the County, except to the extent set out expressly in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and date set forth above.

CITY OF TUSCALOOSA, a municipal corporation

By: Walter Maddox

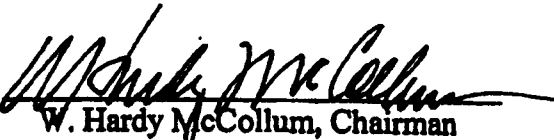
As Its: Mayor

I, Vickie Gilliland, a Notary Public in and for said County and State, do hereby certify that Walter Maddox, whose name is signed to the foregoing Funding Agreement, as Mayor of the City of Tuscaloosa, a municipal corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Funding Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 29<sup>th</sup> day of January, 2015.

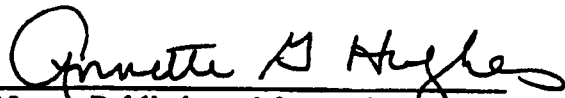
Vickie Gilliland  
Notary Public in and for the State of  
Alabama at Large  
My Commission Expires: 3/17/15

TUSCALOOSA COUNTY, ALABAMA  
a political subdivision of the State of Alabama

By:   
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

I, Annette G. Hughes, a Notary Public in and for said County and State, do hereby certify that W. Hardy McCollum, whose name is signed to the foregoing Funding Agreement, as Chairman of the Tuscaloosa County Commission, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Funding Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 29 day of January 2015.

  
Notary Public in and for the State of  
Alabama at Large  
My Commission Expires: 4-12-15



LAW OFFICES  
RAYMOND E. WARD, LLC  
2216 14<sup>th</sup> STREET  
TUSCALOOSA, ALABAMA 35401

RAYMOND E. WARD  
THOMAS W. "KIP" POWE, JR.

MAILING ADDRESS:  
POST OFFICE BOX 1248  
TUSCALOOSA, ALABAMA 35403

TELEPHONE (205) 345-5564  
FACSIMILE (205) 345-5582

E-Mail: [rayward@raywardlaw.com](mailto:rayward@raywardlaw.com)

January 21, 2015

Judge W. Hardy McCollum, Chairman  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Hon. Stan Acker  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Hon. Jerry Tingle  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Hon. Bobby Miller  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Hon. Reginald Murray  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, Alabama 35401

HAND DELIVERED

Re: Continuation and Renewal of Tuscaloosa County District 1 & 2 – 30 Year School Taxes

Gentlemen:

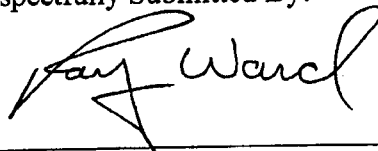
In support of the above, I am pleased to provide you on behalf of Superintendent, Elizabeth D. Swinford and the Tuscaloosa County Board of Education, the following:

(1) Request of Dr. Elizabeth D. Swinford, as Superintendent and Secretary of the Tuscaloosa County Board of Education, to cause and call to be held on March 3, 2015, in School Districts 1 & 2 in Tuscaloosa County, Alabama, a special election as set forth in the attached Resolutions.

(2) Certified copies of Resolutions of the Tuscaloosa County Board of Education respectfully petitioning and requesting the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in School Districts 1 & 2 to determine whether or not a 30 year special school district tax of 4 mills should be renewed and continued as set out in the Resolutions attached hereto.

On behalf of the Superintendent, the members of the Tuscaloosa County Board of Education and all children, students, faculty, staff, administrators and patrons of the public schools in Tuscaloosa County, we appreciate your consideration in calling this election.

Respectfully Submitted By:

A handwritten signature in black ink that reads "Ray Ward". The signature is written in a cursive style with a large, sweeping initial "R".

---

Ray Ward, Board Attorney

Enclosures

REW/tkp  
re: vew/tcbelaxrenewal/jop1.doc

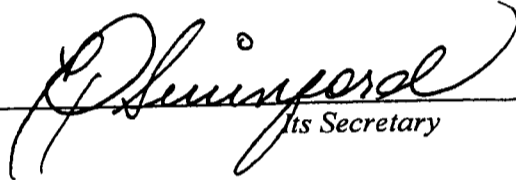
TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:

*We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Tuscaloosa County Board of Education at a meeting thereof duly convened and held on December 8, 2014. You are hereby requested to cause and call to be held on March 3, 2015, in School District 1 in Tuscaloosa County, Alabama, a special election as set forth in the said resolution. The boundaries of School District 1 include the area of Tuscaloosa County lying North and West of the Black Warrior River LESS AND EXCEPT the portion thereof lying within the corporate limits of the City of Tuscaloosa.*

*Yours very truly,*

TUSCALOOSA COUNTY BOARD OF EDUCATION

By

A handwritten signature in cursive script, appearing to read "R. L. Simpson", written over a horizontal line.

*Its Secretary*

*BE IT RESOLVED by the Tuscaloosa County Board of Education (herein called "the Board"), in the State of Alabama, as follows:*

*Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:*

*(a) Tuscaloosa County (herein called "the County") is currently levying a special district tax for public school purposes at the rate of forty cents on each one hundred dollars (or 4 mills on each dollar) of the assessed value of taxable property in school tax district 1 in the County (which district is known as "District 1"). The said special district tax has been authorized to be levied annually until and including the levy for the tax year that will begin on October 1, 2015 (for which tax year the tax will become due and payable on October 1, 2016), being the tax that was originally authorized and provided for in Section 2 of Amendment No. 3 of the Constitution of Alabama of 1901, and the rate of which was increased to 4 mills pursuant to proceedings taken under the said Constitution, and which tax was approved at an election held in District 1 on June 3, 1986.*

*(b) District 1 includes the area lying within the County North and West of the Black Warrior River LESS AND EXCEPT the portions thereof lying within the corporate limits of the City of Tuscaloosa. All the area lying within District 1 is subject to the jurisdiction and control of the Board.*

*(c) The Board has determined that it is necessary and desirable that the special district tax now being levied in District 1 be continued after the expiration of the period for which the said tax is currently authorized to be levied.*

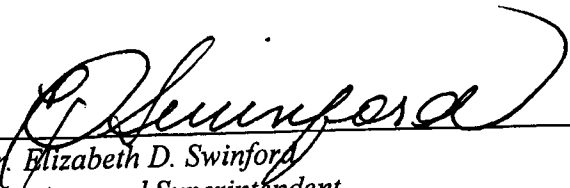
*(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of District 1.*

*Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in District 1 to determine whether or not a special district tax of forty cents on each one hundred dollars (4 mills on each dollar) of the assessed value of the property subject to taxation in District 1 shall be levied annually for public school purposes within District 1 for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1,*

2017 (for which first tax year the tax will become due and payable on October 1, 2018); the said levy, if authorized, not to operate to increase the rate of taxation presently authorized in District 1 but to be in renewal and continuation of the 4 mill district school tax now being levied in District 1.

*Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Tuscaloosa County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of District 1, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of District 1 and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).*

*The undersigned as Secretary to the Tuscaloosa County Board of Education hereby certifies that the aforesaid Resolution was duly adopted by the Tuscaloosa County Board of Education at its regularly called meeting of December 8, 2014.*

  
\_\_\_\_\_  
Dr. Elizabeth D. Swinford  
Secretary and Superintendent

TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:

We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Tuscaloosa County Board of Education at a meeting thereof duly convened and held on December 8, 2014. You are hereby requested to cause and call to be held on March 3, 2015, in School District 2 in Tuscaloosa County, Alabama, a special election as set forth in the said resolution. The boundaries of School District 2 include the area of Tuscaloosa County lying South and East of the Black Warrior River LESS AND EXCEPT the portion thereof lying within the corporate limits of the City of Tuscaloosa, and the following described territory which is under the jurisdiction of the Tuscaloosa City Board of Education: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed.

Yours very truly,

TUSCALOOSA COUNTY BOARD OF EDUCATION

By



Secretary

*BE IT RESOLVED by the Tuscaloosa County Board of Education (herein called "the Board"), in the State of Alabama, as follows:*

*Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:*

*(a) Tuscaloosa County (herein called "the County") is currently levying a special district tax for public school purposes at the rate of forty cents on each one hundred dollars (or 4 mills on each dollar) of the assessed value of taxable property in school tax District 2 in the County (which district is known as "District 2"). The said special district tax has been authorized to be levied annually until and including the levy for the tax year that will begin on October 1, 2015 (for which tax year the tax will become due and payable on October 1, 2016), being the tax that was originally authorized and provided for in Section 2 of Amendment No. 3 of the Constitution of Alabama of 1901, and the rate of which was increased to 4 mills pursuant to proceedings taken under the said Constitution, and which tax was approved at an election held in District 2 on June 3, 1986.*

*District 2 includes the area lying within the County South and East of the Black Warrior River LESS AND EXCEPT the portions thereof lying within the corporate limits of the City of Tuscaloosa and the following described territory which is under the jurisdiction of the Tuscaloosa City Board of Education: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed. All the area lying within District 2 is subject to the jurisdiction and control of the Board.*

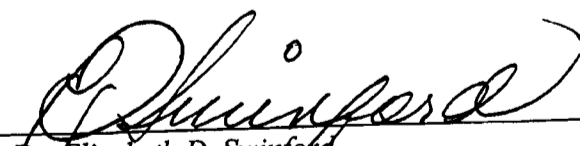
*(c) The Board has determined that it is necessary and desirable that the special district tax now being levied in District 2 be continued after the expiration of the period for which the said tax is currently authorized to be levied.*

(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of District 2.

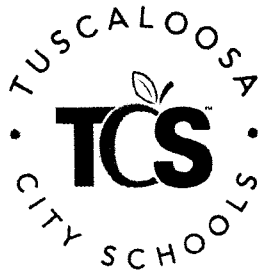
Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in District 2 to determine whether or not a special district tax of forty cents on each one hundred dollars (4 mills on each dollar) of the assessed value of the property subject to taxation in District 2 shall be levied annually for public school purposes within District 2 for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which first tax year the tax will become due and payable on October 1, 2017); the said levy, if authorized, not to operate to increase the rate of taxation presently authorized in District 2 but to be in renewal and continuation of the 4 mill district school tax now being levied in District 2.

Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Tuscaloosa County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of District 2, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of District 2 and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).

The undersigned as Secretary to the Tuscaloosa County Board of Education hereby certifies that the aforesaid Resolution was duly adopted by the Tuscaloosa County Board of Education at its regularly called meeting of December 8, 2014.

  
\_\_\_\_\_  
Dr. Elizabeth D. Swinford  
Secretary and Superintendent





TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:

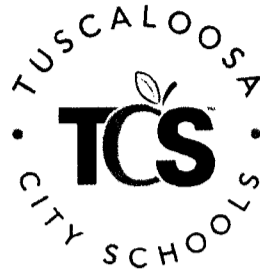
We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Tuscaloosa City Board of Education at a meeting thereof duly convened and held on December 16, 2014. You are hereby requested to cause and call to be held on March 3, 2015, in School District 3 in Tuscaloosa County, Alabama, a special election as set forth in the said resolution. The boundaries of School District 3 include the area of Tuscaloosa County lying within the corporate limits of the City of Tuscaloosa, and the following described territory: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it maybe hereafter formed.

Yours very truly,

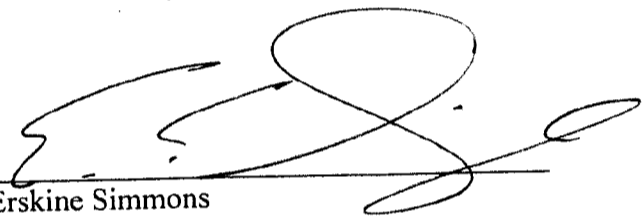
TUSCALOOSA CITY BOARD OF EDUCATION

By: 

Its Secretary



The undersigned as Secretary to the Tuscaloosa City Board of Education hereby certifies that the attached Resolution was duly adopted by the Tuscaloosa City Board of Education at its regularly called meeting of December 16, 2014.



Erskine Simmons  
Board Secretary

## RESOLUTION

BE IT RESOLVED by the Tuscaloosa City Board of Education (herein "the Board"), in the State of Alabama, as follows:

Section 1. Findings. Following due investigation and study, the Board has found and determined and does hereby declare as follows:

(a) Tuscaloosa County ("the County") currently levies a Special District Tax for public school purposes at the rate of fifteen and one-half mills on each dollar of the assessed value of taxable property in the special school district in the County known as School District No. 3 (herein called "School District No. 3"), the boundaries of which include the area lying within the corporate limits of the City of Tuscaloosa, Alabama and certain additional territory described in paragraph (b) below, pursuant to Amendment No. 3 and to proceedings taken by the Commission under the provisions of Amendment No. 373 and to approval by the electors of School District No. 3 in an election held on June 3, 1986. The Special District Tax for public school purposes is authorized to be levied and collected annually until and including levy for the tax year beginning on October 1, 2016 (for which the tax will become due and payable on October 1, 2017).

(b) All of the area lying within School District No. 3 is subject to the jurisdiction and control of the Board. School District No. 3 consists of all the area lying within the corporate limits of the City of Tuscaloosa, Alabama and the following described property located in Tuscaloosa County, Alabama:

Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeastern corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwestern corner of said township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeastern corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Section 12, 11, 10 and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning.

(c) The Board has determined that it is necessary and desirable that the authorization for the levy of the Special District Tax for public school purposes be continued after the expiration of the period for which such tax is currently authorized to be levied, at the same rate at which it is currently authorized to be levied.

Section 2. Request for Call of Election. Pursuant to the requirements of Amendment No. 3 of the Title 16 of the Code of Alabama 1975, and such other provisions of such Code as shall be applicable, the Board does hereby respectfully petition and request the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in School District No. 3 to determine whether or not the rate at which the Special District Tax shall be levied at the rate of fifteen and one-half mills on each dollar (\$1.55 each/\$100.00) of assessed value of taxable property in the Special Tax District No. 3 beyond its present expiration for an additional period of twenty-eight

(28) successive years, beginning on October 1, 2016 and continuing thereafter until and including the tax year commencing on October 1, 2044 (for which last tax year the tax will become due and payable on October 1, 2045). The said levy, if authorized, not to operate to increase the rate of taxation presently authorized in School District No. 3 but to be in renewal and continuation of the 15.5 mill district school tax now being levied in School District No. 3.

Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Tuscaloosa County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of School District No. 3, together with a map of the said Special School District, made by the County Surveyor or other competent person. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said Special School District, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue.

In addition, the Secretary of the Board is hereby authorized to furnish such other information and materials as shall be requested by the Commission in connection with the call of the election hereinabove referred to.

APPROVED this 16 day of December, 2014.

WITNESS:



Lee Garrison, Chairman  
Tuscaloosa City Board of Education

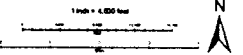


Erskine Simmons, Secretary  
Tuscaloosa City Board of Education



Dr. Paul McKendrick, Superintendent  
Tuscaloosa City Board of Education

Tuscaloosa City Limits  
Special School District No. 3



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(1)

PROCEEDINGS PERTAINING TO THE REQUEST FOR  
AND CALL OF A SPECIAL ELECTION ON THE RENEWAL  
AND CONTINUATION OF THE LEVY OF THE ONE AND  
ONE-HALF (1.5) MILL COUNTYWIDE SCHOOL TAX IN  
TUSCALOOSA COUNTY  
(Section 269, Constitution of Alabama of 1901)

The following resolution and order was introduced in writing by Commissioner  
Jerry Tingle \_\_\_\_\_:

BE IT RESOLVED, ORDERED AND DECREED by the Tuscaloosa County  
Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares  
that there has been filed with the Commission a petition in writing signed by 200 or more  
qualified electors of the County, who are also freeholders, which petition (except for the  
signatures) is in words and figures as follows:

*TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:*

*We, the undersigned qualified electors of Tuscaloosa County, Alabama, who are  
also freeholders of said County, hereby petition and request that you call and cause to be held a  
special election at the several regularly established voting places in the said County on March 3,  
2015, between the legal hours for the holding of elections, for the purpose of submitting to the  
electors of the said County the question of whether it shall be authorized to renew and continue  
the annual levy, for a period of twenty-nine (29) consecutive years commencing with the levy for  
the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due  
and payable on October 1, 2017), a special ad valorem tax for public school purposes in said  
County at the rate of one and one-half (1.5) mills on each dollar of the assessed value of taxable  
property in said County, being the tax that was originally authorized and provided for in Section  
269, Article XIV, the Constitution of Alabama and the rate of which was increased pursuant to  
proceedings taken by the Tuscaloosa County Commission under the said constitution, it being  
intended that the said special tax to be voted on at the said election shall constitute a renewal  
and continuation of the said tax, as last voted in the County on April 1, 1986, and shall not  
constitute an increase in the rate of taxation presently authorized in the County.*

*(HERE FOLLOW THE SIGNATURES OF MORE THAN 200 QUALIFIED ELECTORS OF THE  
COUNTY, WHO ARE ALSO FREEHOLDERS)*

(End of Petition)

The Commission has caused the signatures that were signed to the said petition to be carefully checked as to their authenticity and the names of the signers of the said petition to be checked against the roll of the qualified electors of Tuscaloosa County and against the tax rolls of Tuscaloosa County, and the Commission has determined that the said petition was signed by more than 200 persons who are duly qualified electors of the County and who are also freeholders.

(b) The Commission hereby further finds, determines and declares that said petition complies in all respects with the applicable provisions of Article 8 of Chapter 13 of Title 16 of the Code of Alabama 1975.

Section 2. Call of Election. An election shall be and hereby is called to be held in the County on March 3, 2015, between the legal hours for holding elections and at the regular voting places in the County, for the purpose of submitting to the electors of the County the question of whether it shall be authorized to renew and continue the annual levy, for a period of twenty-nine (29) consecutive years beginning with the levy for the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due and payable on October 1, 2017), a special ad valorem tax for public school purposes in the County at the rate of one and one-half (1.5) mills on each dollar of the assessed value of taxable property in said County, being the tax that was originally authorized and provided for in Section 269 of Article XIV of the Constitution of Alabama and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution, it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the County.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the County except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of the said election in the manner prescribed by law, by publication in the *Tuscaloosa News*, a newspaper published and having general circulation in the County, once a week for four consecutive weeks prior to the date fixed for said election. The said notice to be so published shall be in substantially the following form:



NOTICE OF SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF THE LEVY OF THE  
ONE AND ONE-HALF (1.5) MILL COUNTYWIDE  
SCHOOL TAX IN TUSCALOOSA COUNTY

Notice is hereby given that the Tuscaloosa County Commission has called and ordered a special election to be held in Tuscaloosa County on March 3, 2015, at which there will be submitted to the qualified electors of said County, for their determination by ballot, the question of whether the said County shall be authorized to levy annually, for a period of twenty-nine (29) successive years, commencing with the levy for the tax year that will begin on October 1, 2016 (for which tax year taxes will become payable on October 1, 2017), for public school purposes a special property or ad valorem tax at the rate of one and one-half (1.5) mills on each dollar of the assessed valuation of taxable property in the said County. If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the County but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the County, the said tax having been heretofore authorized at a special election held in the County on April 1, 1996.

The said election will be held at the regularly established voting places in said County between the legal hours for holding of elections.

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Sheriff of Tuscaloosa County, Alabama

Section 5. Form of Ballot. The form of the official ballot to be used at the said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

TUSCALOOSA COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF LEVY OF  
THE ONE AND ONE-HALF (1.5) MILL  
COUNTYWIDE SCHOOL TAX

(Section 269, Constitution of Alabama of 1901)

March 3, 2015

Shall the governing body of Tuscaloosa County, Alabama, be authorized to levy annually, for a period of twenty-nine (29) successive years, commencing with the levy for the tax year that will begin on October 1, 2016 (for which tax year taxes will become due and payable on October 1, 2017), for public school purposes in said county, a special property tax at the rate of one and one-half (1.5) mills on each dollar (or fifteen cents on each \$100) of the assessed value of taxable property in said county, which special tax shall be in renewal and continuation of the special tax at the same rate and for the same purpose that is now being levied in the said county?

---

(     )     FOR proposed taxation

---

(     )     AGAINST proposed taxation

---

The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Election Officers. The special election to be held in the County on March 3, 2015, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Commissioner Jerry Tingle moved that said resolution and order be adopted, which motion was seconded by Commissioner Reginald Murray and, upon said motion being put to vote, the following vote was recorded:

YEAS:                    4                    NAYS:                    0

The chairman thereupon declared that the said motion for the adoption of said resolution and order had been unanimously adopted.

(2)

PROCEEDINGS PERTAINING TO THE REQUEST FOR  
AND CALL OF A SPECIAL ELECTION FOR RENEWAL AND  
CONTINUATION OF THE LEVY OF THE FOUR (4) MILL  
COUNTYWIDE SCHOOL TAX IN TUSCALOOSA COUNTY  
(Amendment No. 3, Section 1, Constitution of Alabama of 1901)

The following resolution and order was introduced in writing by Commissioner

Jerry Tingle :

BE IT RESOLVED, ORDERED AND DECREED by the Tuscaloosa County Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares that there has been filed with the Commission a petition in writing signed by 200 or more qualified electors of the County which petition (except for the signatures) is in words and figures as follows:

TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:

*We, the undersigned qualified electors of Tuscaloosa County, Alabama, hereby petition and request that you call and cause to be held a special election at the several regularly established voting places in the said County on March 3, 2015, between the legal hours for the holding of elections, for the purpose of submitting to the electors of the said County the question of whether it shall be authorized to renew and continue the annual levy, for a period of twenty-nine (29) consecutive years commencing with the levy for the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due and payable on October 1, 2017), a special ad valorem tax for public school purposes in said County at the rate of four (4) mills on each dollar of the assessed value of taxable property in said County, being the tax that was originally authorized and provided for in Section 1 of Amendment No. 3 to the Constitution of Alabama and the rate of which was heretofore increased pursuant to proceedings taken by the Tuscaloosa County Commission under the said Constitution, it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax, as last voted in the County on April 1, 1986, and shall not constitute an increase in the rate of taxation presently authorized in the County.*

*(HERE FOLLOW THE SIGNATURES OF MORE THAN 200 QUALIFIED ELECTORS OF THE COUNTY)*

(End of Petition)

The Commission has caused the signatures that were signed to the said petition to be carefully checked as to their authenticity and the names of the signers of the said petition to be checked against the roll of the qualified electors of Tuscaloosa County and the Commission has determined that the said petition was signed by more than 200 persons who are duly qualified electors of the County.

(b) The Commission hereby further finds, determines and declares that said petition complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975.

Section 2. Call of Election. An election shall be and hereby is called to be held in the County on March 3, 2015, between the legal hours for holding elections and at the regular voting places in the County, for the purpose of submitting to the electors of the County the question of whether it shall be authorized to renew and continue the annual levy, for a period of twenty-nine (29) consecutive years beginning with the levy for the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due and payable on October 1, 2017), a special ad valorem tax for public school purposes in the County at the rate of four (4) mills on each dollar of the assessed value of taxable property in said County, being the tax that was originally authorized and provided for in Section 1 of Amendment No. 3 to the Constitution of Alabama and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution, it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the County.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the County except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of the said election in the manner prescribed by law, by publication in the *Tuscaloosa News*, a newspaper published and having general circulation in the County, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the election. The said notice to be so published shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR  
RENEWAL AND CONTINUATION OF THE  
LEVY OF THE FOUR (4) MILL COUNTYWIDE  
SCHOOL TAX IN TUSCALOOSA COUNTY

Notice is hereby given that the Tuscaloosa County Commission has called and ordered a special election to be held in Tuscaloosa County on March 3, 2015, at which there will be submitted to the qualified electors of said County, for their determination by ballot, the question of whether the said County shall be authorized to levy annually, for a period of twenty-nine (29) successive years, commencing with the levy for the tax year that will begin on October 1, 2016 (for which tax year taxes will become due and payable on October 1, 2017), for public school purposes, a special property or ad valorem tax at the rate of four (4) mills on each dollar of the assessed valuation of taxable property in the said County. If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the County but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the County, the said tax having been heretofore authorized at a special election held in the County on April 1, 1986.

The said election will be held at the regularly established voting places in said County between the legal hours for holding of elections.

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Sheriff of Tuscaloosa County, Alabama

Section 5. Form of Ballot. The form of the official ballot to be used at the said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

TUSCALOOSA COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL AND  
CONTINUATION OF LEVY OF THE FOUR  
(4) MILL COUNTYWIDE SCHOOL TAX

(Amendment No. 3, Section 1, Constitution of Alabama of 1901)

March 3, 2015

Shall the governing body of Tuscaloosa County, Alabama, be authorized to levy annually, for a period of twenty-nine (29) successive years, commencing with the levy for the tax year that will begin on October 1, 2016 (for which tax year taxes will become due and payable on October 1, 2017), for public school purposes in said county, a special property tax at the rate of four (4) mills on each dollar (or forty cents on each \$100) of the assessed value of taxable property in said county, which special tax shall be in renewal and continuation of the special tax at the same rate and for the same purpose that is now being levied in the said county?

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(     )     FOR proposed taxation

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(     )     AGAINST proposed taxation

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The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Election Officers. The special election to be held in the County on March 3, 2015, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Commissioner Jerry Tingle moved that said resolution and order be adopted, which motion was seconded by Commissioner Reginald Murray and, upon said motion being put to vote, the following vote was recorded:

YEAS:                    4                    NAYS:                    0

The chairman thereupon declared that the said motion for the adoption of said resolution and order had been unanimously adopted.



(3)

PROCEEDINGS PERTAINING TO THE REQUEST  
FOR AND CALL OF A SPECIAL ELECTION ON  
THE RENEWAL AND CONTINUATION OF  
THE FOUR MILL SCHOOL TAX IN SCHOOL  
DISTRICT 1 IN TUSCALOOSA COUNTY

The following resolution and order was introduced in writing by Commissioner  
Jerry Tingle \_\_\_\_\_ :

BE IT RESOLVED, ORDERED AND DECREED by the Tuscaloosa County  
Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and  
declares that there has been filed with the Commission the following written request from the  
Tuscaloosa County Board of Education:

*TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:*

*We hereby transmit to and file with you the attached copy of a resolution which  
was duly adopted by the Tuscaloosa County Board of Education at a meeting thereof duly  
convened and held on January 21, 2015. You are hereby requested to cause and call to be held  
on March 3, 2015, in School District 1 in Tuscaloosa County, Alabama, a special election as set  
forth in the said resolution. The boundaries of School District 1 include the area of Tuscaloosa  
County lying North and West of the Black Warrior River LESS AND EXCEPT the portion thereof  
lying within the corporate limits of the City of Tuscaloosa.*

*Yours very truly,*

*TUSCALOOSA COUNTY BOARD OF EDUCATION*

By \_\_\_\_\_  
*Its Secretary*

There was attached to the said request a certified copy of the following resolution:

*BE IT RESOLVED by the Tuscaloosa County Board of Education (herein called "the Board"), in the State of Alabama, as follows:*

*Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:*

*(a) Tuscaloosa County (herein called "the County") is currently levying a special district tax for public school purposes at the rate of forty cents on each one hundred dollars (or 4 mills on each dollar) of the assessed value of taxable property in school tax district 1 in the County (which district is known as "District 1"). The said special district tax has been authorized to be levied annually until and including the levy for the tax year that will begin on October 1, 2015 (for which tax year the tax will become due and payable on October 1, 2016), being the tax that was originally authorized and provided for in Section 2 of Amendment No. 3 of the Constitution of Alabama of 1901, and the rate of which was increased to 4 mills pursuant to proceedings taken under the said Constitution, and which tax was approved at an election held in District 1 on June 3, 1986.*

*(b) District 1 includes the area lying within the County North and West of the Black Warrior River LESS AND EXCEPT the portions thereof lying within the corporate limits of the City of Tuscaloosa. All the area lying within District 1 is subject to the jurisdiction and control of the Board.*

*(c) The Board has determined that it is necessary and desirable that the special district tax now being levied in District 1 be continued after the expiration of the period for which the said tax is currently authorized to be levied.*

*(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of District 1.*

*Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in District 1 to determine whether or not a special district tax of forty cents on each one hundred dollars (4 mills on each dollar) of the assessed value of the property subject to taxation in District 1 shall be levied annually for public school purposes within District 1 for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1,*

2017 (for which first tax year the tax will become due and payable on October 1, 2018); the said levy, if authorized, not to operate to increase the rate of taxation presently authorized in District 1 but to be in renewal and continuation of the 4 mill district school tax now being levied in District 1.

*Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Tuscaloosa County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of District 1, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of District 1 and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).*

(HERE ENDS THE RESOLUTION OF THE BOARD OF EDUCATION)

(b) The Commission hereby further finds, determines and declares that said petition complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, and that the findings set out in Section 1 of the resolution adopted by the Board are true and correct.

*Section 2. Call of Election. An election shall be and hereby is called to be held in School District 1 in the County (herein called "the District") on March 3, 2015, between the legal hours for holding elections and at the regular voting places in the District, for the purpose of submitting to the electors of the District the question of whether the County shall be authorized to renew and continue the annual levy, for a period of twenty-nine (29) consecutive years beginning with the levy for the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due and payable on October 1, 2017), a special ad valorem tax for public school purposes in the District at the rate of 4 mills on each dollar of the assessed value of taxable property in said District, being the tax that was originally authorized and provided for in Section 2 of Amendment No. 3 to the Constitution of Alabama and authorized to be levied pursuant to an election held on June 3, 1986, and the rate of which was increased to 4 mills pursuant to proceedings taken under the said Constitution; it being intended that the said special*

tax to be voted on at the said election shall constitute a continuation and renewal of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the District.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the District except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law, by publication in the *Tuscaloosa News*, a newspaper published in the County and having general circulation in the District, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the date of the said election, and also by posting a written notice of said election at three public places within the District, each of which shall be posted not less than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF THE LEVY OF THE  
FOUR MILL DISTRICT SCHOOL TAX IN SCHOOL  
DISTRICT 1 IN TUSCALOOSA COUNTY, ALABAMA

Notice is hereby given that the Tuscaloosa County Commission has called and ordered a special election to be held in School District 1 on March 3, 2015, at which there will be submitted to the qualified electors of said district, for their determination by ballot, the question of whether a special district tax of forty cents on each one hundred dollars (equal to four (4) mills on each dollar) of the assessed value of taxable property located within the said school district shall be levied for public school purposes for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which first tax year the tax will become due and payable on October 1, 2017), which levy shall be in renewal and continuation of the four mill school district tax now being levied in the District, the said tax having been heretofore authorized at a special election held on June 3, 1986.

The boundaries of School District 1 include the area lying within Tuscaloosa County North and West of the Black Warrior River LESS AND EXCEPT the portions thereof lying within the corporate limits of the City of Tuscaloosa. All the area lying within District 1 is subject to the jurisdiction and control of the Board.

The said election will be held at the voting places regularly established for County elections in School District 1 between the legal hours for the holding of elections.

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Sheriff of Tuscaloosa County, Alabama

Section 5. Form of Ballot. The official ballot to be used at said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

SCHOOL DISTRICT 1  
TUSCALOOSA COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF LEVY OF  
FOUR MILL SCHOOL DISTRICT TAX

(Amendment No. 3, Section 2, Constitution of Alabama of 1901)

March 3, 2015

Shall the governing body of Tuscaloosa County, Alabama, be authorized to levy a special district tax of forty cents on each one hundred dollars (equal to four mills on each dollar) of the assessed value of taxable property located within School District 1 in said county for public school purposes for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which tax year the tax will become due and payable on October 1, 2017), which levy shall be in renewal and continuation of the four mill school district tax now being levied in the said school district pursuant to authorization at an election held on June 3, 1986?

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(     )     FOR proposed taxation

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(     )     AGAINST proposed taxation

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The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the District on March 3, 2015, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Commissioner Jerry Tingle moved that said resolution and order be adopted, which motion was seconded by Commissioner Reginald Murray and, upon said motion being put to vote, the following vote was recorded:

YEAS: 4

NAYS: 0

The chairman thereupon declared that the said motion for the adoption of said resolution and order had been unanimously adopted.

(4)

PROCEEDINGS PERTAINING TO THE REQUEST  
FOR AND CALL OF A SPECIAL ELECTION ON  
THE RENEWAL AND CONTINUATION OF  
THE FOUR MILL SCHOOL TAX IN SCHOOL  
DISTRICT 2 IN TUSCALOOSA COUNTY

The following resolution and order was introduced in writing by Commissioner

Jerry Tingle :

BE IT RESOLVED, ORDERED AND DECREED by the Tuscaloosa County Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares that there has been filed with the Commission the following written request from the Tuscaloosa County Board of Education:

*TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:*

*We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Tuscaloosa County Board of Education at a meeting thereof duly convened and held on January 21, 2015. You are hereby requested to cause and call to be held on March 3, 2015, in School District 2 in Tuscaloosa County, Alabama, a special election as set forth in the said resolution. The boundaries of School District 2 include the area of Tuscaloosa County lying South and East of the Black Warrior River LESS AND EXCEPT the portion thereof lying within the corporate limits of the City of Tuscaloosa, and the following described territory which is under the jurisdiction of the Tuscaloosa City Board of Education: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed.*



Yours very truly,

TUSCALOOSA COUNTY BOARD OF EDUCATION

By \_\_\_\_\_  
Its Secretary

There was attached to the said request a certified copy of the following resolution:

*BE IT RESOLVED by the Tuscaloosa County Board of Education (herein called "the Board"), in the State of Alabama, as follows:*

*Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:*

*(a) Tuscaloosa County (herein called "the County") is currently levying a special district tax for public school purposes at the rate of forty cents on each one hundred dollars (or 4 mills on each dollar) of the assessed value of taxable property in school tax District 2 in the County (which district is known as "District 2"). The said special district tax has been authorized to be levied annually until and including the levy for the tax year that will begin on October 1, 2015 (for which tax year the tax will become due and payable on October 1, 2016), being the tax that was originally authorized and provided for in Section 2 of Amendment No. 3 of the Constitution of Alabama of 1901, and the rate of which was increased to 4 mills pursuant to proceedings taken under the said Constitution, and which tax was approved at an election held in District 2 on June 3, 1986.*

*District 2 includes the area lying within the County South and East of the Black Warrior River LESS AND EXCEPT the portions thereof lying within the corporate limits of the City of Tuscaloosa and the following described territory which is under the jurisdiction of the Tuscaloosa City Board of Education: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11*

*West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed. All the area lying within District 2 is subject to the jurisdiction and control of the Board.*

*(c) The Board has determined that it is necessary and desirable that the special district tax now being levied in District 2 be continued after the expiration of the period for which the said tax is currently authorized to be levied.*

*(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of District 2.*

*Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in District 2 to determine whether or not a special district tax of forty cents on each one hundred dollars (4 mills on each dollar) of the assessed value of the property subject to taxation in District 2 shall be levied annually for public school purposes within District 2 for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which first tax year the tax will become due and payable on October 1, 2017); the said levy, if authorized, not to operate to increase the rate of taxation presently authorized in District 2 but to be in renewal and continuation of the 4 mill district school tax now being levied in District 2.*

*Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Tuscaloosa County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of District 2, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of District 2 and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education,*

*and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).*

(HERE ENDS THE RESOLUTION OF THE BOARD OF EDUCATION)

(b) The Commission hereby further finds, determines and declares that said petition complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, and that the findings set out in Section 1 of the resolution adopted by the Board are true and correct.

Section 2. Call of Election. An election shall be and hereby is called to be held in School District 2 in the County (herein called "the District") on March 3, 2015, between the legal hours for holding elections and at the regular voting places in the District, for the purpose of submitting to the electors of the District the question of whether the County shall be authorized to renew and continue the annual levy, for a period of twenty-nine (29) consecutive years beginning with the levy for the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due and payable on October 1, 2017), a special ad valorem tax for public school purposes in the District at the rate of 4 mills on each dollar of the assessed value of taxable property in said District, being the tax that was originally authorized and provided for in Section 2 of Amendment No. 3 to the Constitution of Alabama and authorized to be levied pursuant to an election held on June 3, 1986, and the rate of which was increased to 4 mills pursuant to proceedings taken under the said Constitution; it being intended that the said special tax to be voted on at the said election shall constitute a continuation and renewal of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the District.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the District except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law, by publication in the *Tuscaloosa News*, a newspaper published in the County and having general circulation in the District, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the date of the said election, and also by posting a written notice of said election at three public places within the District, each of which shall be posted not less than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

**NOTICE OF SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF THE LEVY OF THE  
FOUR MILL DISTRICT SCHOOL TAX IN SCHOOL  
DISTRICT 2 IN TUSCALOOSA COUNTY, ALABAMA**

Notice is hereby given that the Tuscaloosa County Commission has called and ordered a special election to be held in School District 2 on March 3, 2015, at which there will be submitted to the qualified electors of said district, for their determination by ballot, the question of whether a special district tax of forty cents on each one hundred dollars (equal to four (4) mills on each dollar) of the assessed value of taxable property located within the said school district shall be levied for public school purposes for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which first tax year the tax will become due and payable on October 1, 2017), which levy shall be in renewal and continuation of the four mill school district tax now being levied in the District, the said tax having been heretofore authorized at a special election held on June 3, 1986.

The boundaries of School District 2 include the area lying within Tuscaloosa County South and East of the Black Warrior River LESS AND EXCEPT the portions thereof lying within the corporate limits of the City of Tuscaloosa and the following described territory which is under the jurisdiction of the Tuscaloosa City Board of Education: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed. All the area lying within District 2 is subject to the jurisdiction and control of the Board.

The said election will be held at the voting places regularly established for County elections in School District 2 between the legal hours for the holding of elections.

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Sheriff of Tuscaloosa County, Alabama

Section 5. Form of Ballot. The official ballot to be used at said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

SCHOOL DISTRICT 2  
TUSCALOOSA COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF LEVY OF  
FOUR MILL SCHOOL DISTRICT TAX

(Amendment No. 3, Section 2, Constitution of Alabama of 1901)

March 3, 2015

Shall the governing body of Tuscaloosa County, Alabama, be authorized to levy a special district tax of forty cents on each one hundred dollars (equal to four mills on each dollar) of the assessed value of taxable property located within School District 2 in said county for public school purposes for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which tax year the tax will become due and payable on October 1, 2017), which levy shall be in renewal and continuation of the four mill school district tax now being levied in the said school district pursuant to authorization at an election held on June 3, 1986?

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(     )     FOR proposed taxation

---

(     )     AGAINST proposed taxation

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The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the District on March 3, 2015, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Commissioner Jerry Tingle moved that said resolution and order be adopted, which motion was seconded by Commissioner Reginald Murray and, upon said motion being put to vote, the following vote was recorded:

YEAS:                    4                    NAYS:                    0

The chairman thereupon declared that the said motion for the adoption of said resolution and order had been unanimously adopted.

(5)

PROCEEDINGS PERTAINING TO THE REQUEST  
FOR AND CALL OF A SPECIAL ELECTION ON  
THE RENEWAL AND CONTINUATION OF  
THE 15.5 MILL SCHOOL TAX IN SCHOOL  
DISTRICT 3 IN TUSCALOOSA COUNTY

The following resolution and order was introduced in writing by Commissioner

Jerry Tingle \_\_\_\_\_ :

BE IT RESOLVED, ORDERED AND DECREED by the Tuscaloosa County Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares that there has been filed with the Commission the following written request from the Tuscaloosa County Board of Education:

*TO THE COUNTY COMMISSION OF TUSCALOOSA COUNTY, ALABAMA:*

*We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Tuscaloosa City Board of Education at a meeting thereof duly convened and held on January 21, 2015. You are hereby requested to cause and call to be held on March 3, 2015, in School District 3 in Tuscaloosa County, Alabama, a special election as set forth in the said resolution. The boundaries of School District 3 include the area of Tuscaloosa County lying within the corporate limits of the City of Tuscaloosa, and the following described territory: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed.*

Yours very truly,

TUSCALOOSA CITY BOARD OF EDUCATION

By \_\_\_\_\_  
Its Secretary

There was attached to the said request a certified copy of the following resolution:

*BE IT RESOLVED by the Tuscaloosa County Board of Education (herein called "the Board"), in the State of Alabama, as follows:*

*Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:*

*(a) Tuscaloosa County (herein called "the County") is currently levying a special district tax for public school purposes at the rate of \$1.55 on each one hundred dollars (or 15.5 mills on each dollar) of the assessed value of taxable property in school tax District 3 in the County (which district is known as "District 3"). The said special district tax has been authorized to be levied annually until and including the levy for the tax year that will begin on October 1, 2015 (for which tax year the tax will become due and payable on October 1, 2016), and was approved at an election held in District 3 on June 3, 1986.*

*District 3 includes the area lying within the corporate limits of the City of Tuscaloosa and the following described territory which is under the jurisdiction of the Tuscaloosa City Board of Education: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be*



*hereafter formed. All the area lying within District 3 is subject to the jurisdiction and control of the Board.*

*(c) The Board has determined that it is necessary and desirable that the special district tax now being levied in District 3 be continued after the expiration of the period for which the said tax is currently authorized to be levied.*

*(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of District 3.*

*Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Tuscaloosa County Commission to call an election to be held on March 3, 2015, in District 3 to determine whether or not a special district tax of \$1.55 on each one hundred dollars (15.5 mills on each dollar) of the assessed value of the property subject to taxation in District 3 shall be levied annually for public school purposes within District 3 for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which first tax year the tax will become due and payable on October 1, 2017); the said levy, if authorized, not to operate to increase the rate of taxation presently authorized in District 3 but to be in renewal and continuation of the 15.5 mill district school tax now being levied in District 3.*

*Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Tuscaloosa County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of District 3, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of District 3 and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).*

**(HERE ENDS THE RESOLUTION OF THE BOARD OF EDUCATION)**

(b) The Commission hereby further finds, determines and declares that said petition complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, and that the findings set out in Section 1 of the resolution adopted by the Board are true and correct.

Section 2. Call of Election. An election shall be and hereby is called to be held in School District 3 in the County (herein called "the District") on March 3, 2015, between the legal hours for holding elections and at the regular voting places in the District, for the purpose of submitting to the electors of the District the question of whether the County shall be authorized to renew and continue the annual levy, for a period of twenty-nine (29) consecutive years beginning with the levy for the tax year that will begin on October 1, 2016 (for which first tax year taxes will become due and payable on October 1, 2017), a special ad valorem tax for public school purposes in the District at the rate of 15.5 mills on each dollar of the assessed value of taxable property in said District, being the tax that was authorized to be levied pursuant to an election held on June 3, 1986; it being intended that the said special tax to be voted on at the said election shall constitute a continuation and renewal of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the District.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the District except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law, by publication in the *Tuscaloosa News*, a newspaper published in the County and having general circulation in the District, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the date of the said election, and also by posting a written notice of said election at three public places within the District, each of which shall be posted not less than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF THE LEVY OF THE  
15.5 MILL DISTRICT SCHOOL TAX IN SCHOOL  
DISTRICT 3 IN TUSCALOOSA COUNTY, ALABAMA

Notice is hereby given that the Tuscaloosa County Commission has called and ordered a special election to be held in School District 3 on March 3, 2015, at which there will be submitted to the qualified electors of said district, for their determination by ballot, the question of whether a special district tax of \$1.55 on each one hundred dollars (equal to 15.5 mills on each dollar) of the assessed value of taxable property located within the said school district shall be levied for public school purposes for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which first tax year the tax will become due and payable on October 1, 2017), which levy shall be in renewal and continuation of the 15.5 mill school district tax now being levied in the District, the said tax having been heretofore authorized at a special election held on June 3, 1986.

The boundaries of School District 3 include the area lying within the corporate limits of the City of Tuscaloosa and the following described territory: Begin at the intersection of the Black Warrior River and the eastern boundary of Section 13, Township 21 South, Range 10 West; thence run South along the eastern boundary of Sections 13, 24, 25 and 36, Township 21 South, Range 10 West, to the Southeast corner of Township 21 South, Range 10 West; thence run West along the South boundary line of said Township 21 South, Range 10 West, to the Southwest corner of said Township 21 South, Range 10 West; run thence southward along the eastern boundary of Township 22 South, Range 11 West, to the Southeast corner of Section 12, Township 22 South, Range 11 West; run thence westward along the Southern boundaries of Sections 12, 11, 10, and 9, all in Township 22 South, Range 11 West, to the Black Warrior River; run thence up the Black Warrior River following the meanderings thereof to the point of beginning, as such school tax district now exists or as it may be hereafter formed. All the area lying within District 3 is subject to the jurisdiction and control of the Board.

The said election will be held at the voting places regularly established for County elections in School District 3 between the legal hours for the holding of elections.

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Sheriff of Tuscaloosa County, Alabama

Section 5. Form of Ballot. The official ballot to be used at said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

SCHOOL DISTRICT 3  
TUSCALOOSA COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL  
AND CONTINUATION OF LEVY OF  
15.5 MILL SCHOOL DISTRICT TAX

(Amendment No. 3, Section 2, and Amendment No. 164,  
Section 2, Constitution of Alabama of 1901)

March 3, 2015

Shall the governing body of Tuscaloosa County, Alabama, be authorized to levy a special district tax of \$1.55 on each one hundred dollars (equal to 15.5 mills on each dollar) of the assessed value of taxable property located within School District 3 in said county for public school purposes for a period of twenty-nine (29) consecutive years commencing with the tax year that will begin on October 1, 2016 (for which tax year the tax will become due and payable on October 1, 2017), which levy shall be in renewal and continuation of the 15.5 mill school district tax now being levied in the said school district pursuant to authorization at an election held on June 3, 1986?

---

(     )     FOR proposed taxation

---

(     )     AGAINST proposed taxation

---

The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the District on March 3, 2015, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Commissioner Jerry Tingle moved that said resolution and order be adopted, which motion was seconded by Commissioner Reginald Murray and, upon said motion being put to vote, the following vote was recorded:

YEAS:                    4                    NAYS:                    0

The chairman thereupon declared that the said motion for the adoption of said resolution and order had been unanimously adopted.

copy

Attachment 1

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

Commission District: 4

Proposed Project Description:

TUSCALOOSA HOUSING AUTHORITY  
ADULT DAY CARE

SRCE H2 Plan # D4  
Vendor # 20166 PO#  
Acct #  
Rec'd By: see below BK #  
Approved For Payment

Funding Amount Required: \$ 25,000.

Commissioner Approval: [Signature] Date: 1/7/15

Legal Counsel Review: [Signature] Date: 1/7/15

Finance Director Review & Disbursement: [Signature] Date: 1-5-15



## CARING DAYS ADULT DAY CARE

MAL AND CHARLOTTE MOORE CENTER

943 31ST STREET EAST

TUSCALOOSA, ALABAMA 35405

PHONE: (205) 752-6840 FAX: (205) 752-6841



Caring Congregations  
C/o Caring Together Adult Day Care  
4415 -18th Street  
Tuscaloosa, AL 35401

December 12, 2014

Reginald Murray, County Commissioner District 4  
Box 20113  
Tuscaloosa, AL 35203

Dear Mr. Murray,

Thank you for your verbal commitment of support to Caring Together Adult Day Care.

Caring Together, a cooperative program of the Tuscaloosa Housing Authority and Caring Congregations, is seeking \$25,000 to continue to provide this much-needed program for the citizens of West Alabama. Since opening in 2006, the operations have been funded by HUD. Recently HUD revised their regulations and was no longer able to fund Caring Together.

Caring Together, a day program for adults with Alzheimer's and other related memory disorders, is a 501(c) 3 organization under Caring Congregations. (EIN: 63-1177728)

Thank you for valuing our program and assisting us to insure quality of life for all of our participants. In our 8 year history, we have been able to provide exceptional care in a safe and loving environment and plan to continue to do that for a very long time..

If any additional information is needed or if there are questions please contact me (752-6840) or Annis Willis, Program Coordinator (345-8638).

Sincerely,

Vicki Kerr, Executive Director

Cc: Claude Edman, Executive Director, Tuscaloosa Housing Authority

