

TUSCALOOSA COUNTY COMMISSION
MEETING
FEBRUARY 5, 2020

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the minutes of January 22, 2020.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to change the regularly scheduled County Commission Meeting on March 18, 2020 to be held on March 25, 2020.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt Tier I Retirement Benefits for all Tier II County Employees. This will adjust the benefits for all County employees hired under the Tier II Retirement plan to be Tier I.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to go into executive session at the conclusion of the regular meeting to discuss a personnel matter. Chairman Robertson stated the Commission will not reconvene following the executive session.

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

Exhibit 2-1, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a subdivision regulation waiver request for Burnette Place, District II, in the City of Tuscaloosa Planning Jurisdiction.

Exhibit 2-2, Page

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a subdivision regulation waiver request for Hayes Road Subdivision, District I, in the City of Tuscaloosa Planning Jurisdiction.

Exhibit 2-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss waivers to Latham No. 1 Subdivision.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a subdivision regulation waiver requests for Latham No. 1 Subdivision, District I, in the City of Tuscaloosa Planning Jurisdiction.

Exhibit 2-4, Pages

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the County Engineer to enter into discussions with the City of Tuscaloosa to assist with the bridge replacement project on Albright Road. The agreement will be brought back before the Commission for final approval.

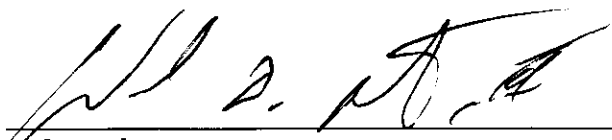
Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to amend the 2019-2020 Budget to authorize payment to the Alabama State Retirement System for the Tier II to Tier I employee conversion costs.


Upon request by Maintenance Superintendent Ryan Sabbagh, Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to award the bid for elevator maintenance and upgrades to Bagby Elevator company in the amount of \$299,992.00.

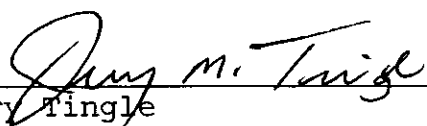
Exhibit 2-5, Pages

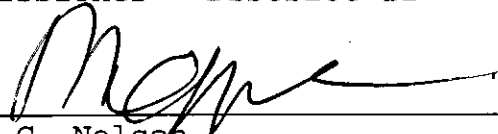
Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to change the polling place of Ward #45 temporarily from Mt. Pilgram Baptist Church to Grace Presbyterian Church for the 2020 election cycle.


Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request in the amount of \$11,000.00 from the District III development fund to Hillcrest High School to install seating and handrails at the football stadium. There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, January 22, 2020.


Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission


Stan Acker
Commissioner - District I


Jerry Tingle
Commissioner - District II


Mark C. Nelson
Commissioner - District III


Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

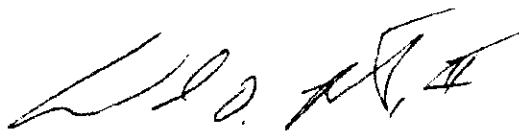
Echola Road Subdivision

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

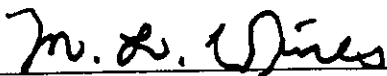
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

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

Approved and accepted at our regularly scheduled meeting on this the 5th day of February, 2020.



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

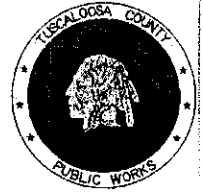


Melvin L. Vines
County Administrator

1-2-20



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



Scott F. Anders, P.E.
 County Engineer

Tracy M. Criss, P.E.
 Assistant County Engineer

Subdivision Waiver Request
Burnette Place
Tuscaloosa County Commission
February 5, 2020

Commission District: 2
 Owner: Jesse Burnette, Rodney Burnette, and Dennis Burnette
 Engineer / Surveyor: Kevin Hinkle, PLS
 Wavier Requested: Minimum Road Frontage on a public maintained roadway

Comments:

Tuscaloosa County Subdivision Regulations requires a minimum frontage of thirty (30) feet adjacent to an existing road maintained by the State, County or City. This division has 19.9 feet of road frontage, which is less than the thirty (30) feet that is required. The purpose of this division is to reconfigure parcels lot lines and to distribute the parcels among family members. This development is in the City of Tuscaloosa Planning Jurisdiction.

The 2013 Subdivision Regulations state the following:

5-3-3 FRONTAGE ON IMPROVED ROADS

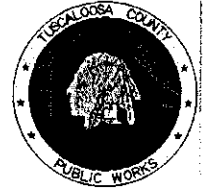
No subdivision shall be approved unless the area to be subdivided has frontage on, and access of at least thirty feet from:

- a) an existing road maintained by the State, County or City or;
 - This subdivision has 19.9 feet of frontage along Buttermilk Road, which is County maintained at this location.
- b) A street or highway shown upon an approved plat recorded in the Tuscaloosa County Judge of Probate Office. Such street or highway must be improved as required by these subdivision regulations and be secured by a Maintenance Bond as required under these subdivision regulations, with the width and right-of-way required by these subdivision regulations or;
- c) Private ingress / egress easements as set forth in these regulations in Section 5-4-2

2-2



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



Scott F. Anders, P.E.
County Engineer

Tracy M. Criss, P.E.
Assistant County Engineer

**Subdivision Waiver Request
Hayes Road Subdivision
Tuscaloosa County Commission
February 5, 2020**

Commission District: 1
Owner: Builders Group
Engineer / Surveyor: Tom Sims, PE
Waiver Requested: The engineer is requesting on behalf of the developer that the front minimum building line be reduced from thirty (30) feet to twenty (25) feet.

Comments:

The developer would like to reduce the County's front minimum building lines requirements for this development from thirty (30) feet to twenty-five (25) feet. The developer has agreed to dedicate an additional five (5) feet of right of way on each side of the centerline, for a total of sixty (60) feet in width instead of the minimum fifty (50) feet that would be required by the Tuscaloosa County Subdivision Regulations for this development. In order not to impact the usable building space, the developer is requesting Tuscaloosa County to consider reducing the front minimum building line building line by five (5) feet. This development is in the City of Tuscaloosa Planning Jurisdiction.

The 2013 Subdivision Regulations state the following:

5-4-24 Minimum Setback Lines

The minimum interior building setbacks lines shall be defined as the following:

- 30 feet along and adjacent to the front property line of the lot (abutting the street).
 - The developer is requesting that the front minimum building line be reduced from thirty (30) feet to twenty-five (25) feet.
- 35 feet along and adjacent to the rear property line.
 - The front minimum building line will not be reduced and will remain at thirty-five (35) adjacent to the rear property line.
- 10 feet along and adjacent to both sides of the property line on each side (20 feet total).
 - The front minimum building line will not be reduced and will remain at ten (10) feet adjacent to the side property line.

Ex 2-3



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



Scott F. Anders, P.E.
 County Engineer

Tracy M. Criss, P.E.
 Assistant County Engineer

Subdivision Waiver Request
Latham No. 1 Subdivision
Tuscaloosa County Commission
February 5, 2020

Commission District: 1

Owner: Joann Latham

Engineer / Surveyor: Bobby Herndon, PLS

Waiver Requested: Mr. Herndon is requesting a waiver from the Tuscaloosa County Subdivision Regulations for the minimum width of the private access easement, number of lots allowed on a private access easement, and for the size of the lots allowed on a private access easement.

Comments:

Tuscaloosa County Subdivision Regulations require all private access easements to be a minimum of thirty (30) feet in width. The property owner currently has a twenty-five (25) foot deeded private access easement, Deer Lane, across the property of the adjacent owners that connects this development to Sexton Bend Road, which is county maintained. The private access easement currently serves five separate owners. The proposed plat will increase the number of parcels served by the private access easement by adding two additional parcels. The minimum size of a parcel that is to be served by a private access easement is three acres. The preliminary plat proposes three lots that are 2.65 acres in size, which is less than the three-acre minimum size that is required by the regulations. This subdivision is in the City of Tuscaloosa Planning Jurisdiction.

The 2013 Subdivision Regulations state the following:

Private Access Easements: Private access easements will be allowed for access to a County maintained road in conjunction with the following provisions:

- i. Lots or parcels must be three acres or greater in size**
 - The three parcels are 2.65 acres in size.
- ii. No more than three lots or parcels will be allowed using a common access easement as the source of ingress-egress, regardless if said easement existed prior to the new subdivision being created. Such easement shall not exceed twelve hundred feet in length.**
 - The private access easement will serve 7 parcels if this development is approved.
- iii. Easements to any parcels platted shall be no less than thirty feet in width. If multiple easements are required, said easements must be a minimum thirty feet apart in distance between the adjoining margins in said easements.**
 - The private access easement will be 25 feet in width from the County-maintained roadway to the boundary of the Latham property. The easement will be 30 feet in width across Ms. Latham's parcels.

EX 2-4

January 31, 2020

Tuscaloosa County Courthouse
Attn: Ryan Sabbagh
714 Greensboro Boulevard
Tuscaloosa, AL 35402

Re: Elevator Modernization – Three Traction Passenger Elevators

Dear Ryan,

We are providing this modernization proposal at your request. Upgrading your elevators will replace obsolete parts and allow them to meet all applicable elevator, fire, and safety codes as well as comply with the American with Disabilities Act. In addition, the reliability and overall performance of your elevator will significantly improve. Bagby has performed hundreds of modernizations and we recommend this upgrade for your facility.

The equipment Bagby uses to modernize your elevators is industry leading and non-proprietary. We are quoting the MCE Model 4000 for your controller systems – this equipment is non-proprietary and we receive overnight support on parts as well as 24/7 telephone support. Motion Control Engineering's equipment has proven its dependability over the many years we have partnered with them.

Three (3) Traction Elevator Upgrades

1. Furnish and install three (3) new MCE Motion 4000 non-proprietary microprocessor controller systems. Included in this is Fireman's Service Phase I and II capabilities, a new landing system, and built in diagnostics.
2. Furnish and install new hoistway wiring to all hall, car terminals, and limit switches.
3. Furnish and install three (3) new travel cables allowing the wiring from the controller to travel with the elevator cab.
4. Furnish and install three (3) new Car Operation Panels. The surface mounted Innovation Prestige model COP is both code compliant with fire service key switches and ADA compliant by including a digital position indicator with voice enunciation, a phone programmed to call your service team, illuminated push buttons identified with Braille, an alarm bell, and emergency lighting.
5. Furnish and install additional ADA compliant fixtures including: a car riding lantern, hall surface mounted push button stations with a fire pictograph at each landing, necessary fire key switches, and surface mounted jamb Braille.
6. Furnish and install three (3) GAL door operators which will include Door Position Monitoring (DPM) per code.
7. Furnish and install three (3) new pit switches.
8. Furnish and install three (3) new emergency rope brakes.
9. Furnish and install three (3) new A/C motors.
10. Furnish and install three (3) new car top inspection station with car rails.
11. Furnish and install new hoistway limits.
12. Perform the Category 5 full load safety test.

EX 2-5

Quoted Price: \$299,992.00*

Delivery Time: 18 weeks from approved submittals

Installation Time: 5 weeks

***This price is valid for 30 days from the date of this proposal.**

Note: In the event this quotation involves the provision of fire service upgrades by Bagby, please note that the work performed by Bagby shall only involve the elevator components. Your building may or may not require additional building work or that of other trades to comply with new or existing fire safety codes. An elevator upgrade may involve building related items not covered under this agreement such as having a current Fire System, an oil-separator, smoke detectors, shunt trip breakers, a sprinkler system or having machine rooms temperature controlled.

If you are in agreement with this proposal, please sign and return via email or fax to my attention. Please call if you have any questions regarding this proposal.

(Signature)

(\$299,992.00)

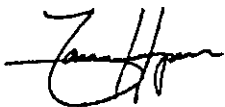
(Date)

Payment Terms: Upon signing of contract or placement of order, Customer shall make a down payment of forty percent (40%), additional twenty percent (20%) of the contract price shall be paid after we have completed processing your equipment requirements and orders are placed; the balance shall be paid upon completion if the work is completed within a thirty (30) day period after manning the job. If the work is not completed within a thirty-day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the aggregate of previous payments.

It is expressly understood and agreed that all verbal agreements are void and that the acceptance of this proposal shall constitute the material and work specified above. Any changes to this contract must be made in writing and signed by both parties. Your acceptance of this proposal will constitute exclusively and entirely the agreement for service herein described and compliance with Bagby's printed terms and conditions on the back or attached to this agreement.

We look forward to working with you on this project!

Sincerely,



James Hogan
Service Manager

AL General Contractor License: 46674

AL Elevator Contractor License: ALS07EL

MS General Contractor License: 08306MC

MS Elevator Contractor License: 15022825

Georgia Certificate of Authority: E-005

EX 2-5

Bagby

TERMS AND CONDITIONS

As used herein, the terms "Company", "we", "us" and "our" shall refer to BAGBY ELEVATOR COMPANY, INC. Furthermore, the terms "Customer", "you", "your" and "purchaser" shall refer to the party to whom this proposal is made. Additionally, the term "Equipment" shall refer to the elevator, escalator, dumbwaiter, lift or related equipment covered by this contract or proposal.

Prices contained in the attached proposal or contract are good for 30 days. If not accepted by the Customer within 30 days, prices are subject to change without notice.

Unless otherwise stated, purchaser agrees to pay upon presentation of invoice. Payments shall be made as follows: Upon signing of contract or placement of order, Customer shall make a down payment of forty percent (40%), additional twenty percent (20%) of the contract price shall be paid after we have completed processing your equipment requirements and orders are placed; the balance shall be paid upon completion if the work is completed within a thirty (30) day period after manning the job. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the aggregate of previous payments. Retainage (when held) is due and payable upon completion of the job. We reserve the right to discontinue our work at any time if payments are not paid as agreed. We shall not resume work until all past due sums are paid and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within 30 days of invoice date will be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments or enforcing the terms of this contract.

Nonpayment of any sums due under this agreement shall be considered a material breach thereof. In the event of a breach of this agreement or the failure to pay any sum due or to become due under this agreement within sixty (60) days of the billing date, the Company may, at its option, declare all sums due or to become due under this agreement including the unperformed portion of the agreement as due and payable in full ("defaulted contract amount"). The foregoing defaulted contract amount shall be due and payable as liquidated damages, and not as a penalty. Until the defaulted contract amount is paid, the Customer shall be discharged and released from any and all obligations and/or liability under the terms of this agreement. In the event that suit is instigated to procure the defaulted contract amount, then any rights to request performance by Bagby Elevator upon payment of defaulted contract amount is forfeit.

The Company retains title to all equipment supplied by the Company under this contract (which, it is agreed, can be removed without material injury to the real property), until all payments due hereunder have been made in full. In the event of any default by Customer in any payment, or under any provision of this contract, Bagby can take immediate possession of the equipment and enter the premises where it is located (without legal process) and remove such equipment therefrom irrespective of the manner of its attachment to the real estate or the sale, mortgage or lease of the real estate.

The Customer agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon the Customer by any existing law.

If you or others whom you authorize use the equipment(s) for temporary service, you will provide at your expense a competent operator for the running of the equipment or temporary platform enclosures, assume all liability for the care and operation of the equipment in an incomplete condition, and return the equipment to the Company in the same condition in which it was received. You will compensate the Company at our regular billing rate for any required work in cleaning, adjusting, overhauling or repairing the equipment during or after such use.

The Customer does hereby waive trial by jury and does further hereby consent to the venue of any proceeding or lawsuit under this agreement to be in the County of Jefferson and State of Alabama and to the jurisdiction and laws of the State of Alabama.

As applicable, customer waives any constitutional, statutory or common law exemptions.

If states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

Unless otherwise agreed, it is understood that all work is to be performed during the regular working hours of the elevator trade. If overtime work is mutually agreed upon and performed, an additional price, at our usual rates for such work, shall be added to the contract price herein named. A schedule of our standard rates will be supplied upon request.

The Company assumes no responsibility for any part of the equipment except that upon which work has been done under this contract. No work, service, examination or liability on our part other than that specifically mentioned herein is included or intended. It is agreed that the Company does not assume possession or control of any part of the equipment and that such remains yours exclusively as the owner, lessor, lessee or manager thereof.

The Company shall not be held responsible for any loss, damage, injury, delay or detention of persons or property caused by: acts of government, civil or military authorities, war, civil commotion, theft, vandalism, labor troubles, explosion, fire, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God, or by any other cause which is unavoidable or beyond our reasonable control, and in any event, we shall not be liable for consequential damages. The Company shall not be responsible in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or plant, cost of capital, cost of purchased or replacement power, claims of customers of the owner, or for any special, indirect, incidental or consequential damages.

It is expressly understood, in consideration of our performance of the service enumerated at the price stated, that the purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless the Company, its Officers, Directors and Employees from all damages, claims, suits, expenses and payments on account of or resulting from any such claim, injury, death or damage to property, except that resulting from the sole gross negligence of the Company. The Customer shall at all times and at its own cost, maintain comprehensive bodily injury and property damage insurance, including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein. Company and its officers, directors & employees shall be named as an additional insured as regards the duties under this paragraph as regards general liability coverage including contractual liability coverage.

The Company shall not be responsible in any way for the acts of others, for work done by others, or for material supplied or installed by others in or about the building either before, during or after our work has completed. Should damages occur to the Company's materials, tools or work on the premises from any said causes or by fire, theft or otherwise, if not the Company's fault, the Customer will compensate the Company for the loss.

The Customer agrees to give the Company's workmen a safe place in which to work. Should conditions develop beyond our control, making the building or premises in which our men are working, dangerous, we reserve the right to discontinue our work until such dangerous conditions are corrected. The Company shall not be penalized for time off of the job because of unsafe working conditions.

If the work described in this contract or proposal requires the digging of a hole or the cleaning out of an existing hole or partial hole, the contract price stated is based on the hole excavation occurring in normal earth resulting in a free-standing hole not requiring any outer casing. If conditions other than normal earth are encountered, the Company will notify you of these conditions and you agree to pay the price for any additional cost of the excavation at the Company's normal billing rate. Any "oil contaminated" soil removed from the ground will be placed in metal drums and left at the jobsite or disposal by the Customer at the Customer's expense. Any requirements for notification to agencies of underground contaminants or the disposal, transportation and handling of same are the Customer's sole responsibility.

You agree to furnish the Company with a complete, accurate and most current copy of wiring schematics on the equipment with all field wiring alterations documented.

The Customer shall shut down the equipment immediately upon manifestation of any irregularities in operation or appearance in the equipment, notify the Company at once and keep the equipment shut down until the completion of the repairs and further, the Customer shall keep the equipment under continued surveillance by competent personnel to detect such irregularities. The Customer shall give the Company written notice within ten days after occurrence of any accident in or about the equipment.

The materials furnished and work performed under this contract are guaranteed against faulty material or workmanship from the completion of the installation for a period of one year on parts and for a period of ninety days on labor. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide FREE service for periodic lubrication or adjustment due to normal use, nor will the Company correct without charge, breakage, maladjustments or other trouble arising out of abuse, misuse or improper or inadequate maintenance. In the event of a claim for warranty, the Customer must give the Company prompt written notification and the Company will, at the Company's own expense, correct any proven defect by repair or replacement. The Company will not under this warranty, reimburse the Customer for the cost of work done by others nor repair or replace equipment worked upon or altered by others beyond our control.

In the event that your acceptance is in the form of a Customer purchase order or other kind of document, the provisions, terms, and conditions of this proposal shall govern in the event of conflict and the Company and agrees to be bound by the terms included herein for the duration and balance of the contract, or otherwise be liable for the full unpaid balance due, provided, however that in any such case the Company may in its sole discretion terminate the contract with any such successor at any time upon thirty (30) days advance notice in writing. Purchaser shall pay as an addition to the price stated, a sum equal to the amount of any taxes which may now or hereafter be exacted from the Customer or the Company on account hereof.

Testing of elevator equipment-There is a risk that there may be damage to the elevator system and components by virtue of tests. The owner and/or its agents assume the risk attendant to such testing including the cost to repair or replace damaged equipment. Damage, renewals, repairs or replacements resulting or necessitated by same are not covered by Company under this contract or work order. The foregoing is inapplicable to Final Acceptance Tests associated with an upgraded elevator or newly installed elevator.

In the event that the work ordered is cancelled by the party to whom this Proposal is provided, Company reserves the right to adjust the price or terms associated with the Proposal.

Only an Executive Officer of the Company shall have the authority to waive or modify any of the terms of this agreement as to Bagby Elevator.

In the event that the Quoted Work is not to be performed within 12 months of the date of the quote, the price for the work to be performed shall be increased by the percentage of increase in the straight time labor rate inclusive of fringe for elevator mechanics in the area where the equipment is located between the date of proposal and the time to be performed.

EX 2-5