

TUSCALOOSA COUNTY COMMISSION

MEETING

June 16, 2010

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:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of May, 2010.

Exhibit 6-1, Page

Probate Judge W. Hardy McCollum read into the record and presented to a representative from the Tuscaloosa County Park and Recreation Authority, a proclamation to proclaim the month of July 2010 as "PARK AND RECREATION MONTH."

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to amend the current road budget to add an additional \$4,000,000.00 to be divided by overall road mileage per district, with the County

Engineer and Commissioner to determine roads in most need in respective districts, as well as allocation of funds to proposed projects.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize installation of a street light at the intersection of Jack Warner Parkway and Crescent Ridge Road.

Exhibit 6-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the closing of Johnny Shines Street on August 28, 2010, for a street dedication.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize a service contract between Tuscaloosa County and West Alabama AIDS Outreach.

Exhibit 6-3, Page

Commissioner Bobby Miller's motion to offer \$750,000.00 for purchase of the Tillery Chert Pit, seconded by Commissioner Gary Youngblood, was withdrawn pending review by County Attorney Robert Spence.

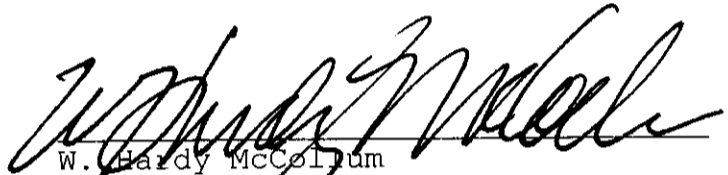
Commissioner Reginald Murray's motion to process for adoption an ordinance pursuant to the provisions of The Alabama Limited Self-Governance Act was seconded by Commissioner Bobby Miller. Commissioner Don Wallace's motion to amend removing the \$100.00 administrative fee to file an appeal was accepted by Commissioner Reginald Murray and approved unanimously.

Exhibit 6-4, Page

A petition for speed tables signed by residents on Hudson Street and Battle Street in Coker was presented to be recorded in the minutes.

Exhibit 6-5, Page

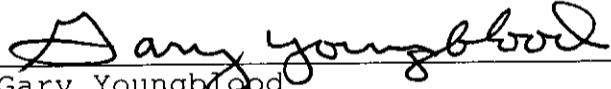
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 7, 2010.



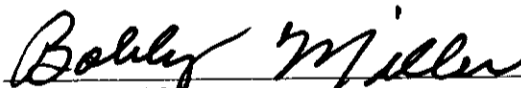
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



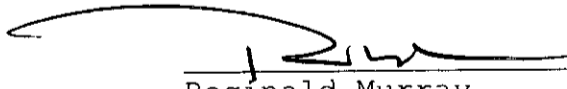
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

Exhibits
6-16-10

MONTH OF: MAY, 2010

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	3144-4031	\$3,446,274.38
112 ROAD & BRIDGE	530-730	\$1,222,858.86
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	1413-1427	\$704,261.51
160 COMMUNITY DEVELOP		
710 PAYROLL-CHECKS	91157-91204	\$1,197,857.27
	49876-50021	\$128,752.25
	PAYROLL-DIR DEP	\$952,395.07
27854-28723		
720 EXCESS LAND SALES	337-338	\$4,707.06
730 FIDUCIARY	18-20	\$238.50
750 PISTOL PERMIT	3623-3645	\$25,856.99
780 E911	4323-4342	\$44,135.42
781 GAS TAX BONDING		
783 WORKMEN'S COMP	5118	\$23,148.34
784 TAX COLL SPECIAL	275	\$32.77
785 TAX ASSR SPECIAL	1668-1671	\$700.93
786 MFG HOMES		
787 MOTOR VEH TRAINING	91	\$200.00
		<hr/>
		\$7,751,419.35

CHECKED BY:



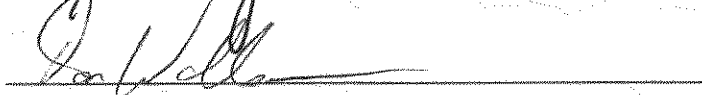
WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, DON WALLACE



COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



Street Lighting Modifications



Alabama Power Company

TUSCALOOSA

Alabama

TUSCALOOSA

Alabama

June 24, 2010

Gentlemen:

Council

This to advise that County _____

Commission of Tuscaloosa

Alabama

on the 16th day of June, 2010, adopted resolutions which appear in the minutes of

this meeting, authorizing the following street lighting modifications:

Fixture Ownership				Size Lamp (Lumens)	Location
Number of Fixtures Owned by Co.		Number of Fixtures Owned by Customer			
Install	Remove	Install	Remove		
1				9500	INTERSECTION OF CRESCENT RIVER RD + JACK WARNER PKWY

The requested modifications will change the present billing amounts as shown below:

(a) Additions POLE, LIGHT + ADDITIONAL FACILITIES

\$ 41.29

(b) Removals _____

\$ _____

(c) Other _____

\$ _____

For Company Use Only:	
W.E. Number	<input type="checkbox"/> W.E. Not required
Set Order Number	Date

(d) Net Change In Annual Billing \$ _____

(e) Previous Annual Billing \$ _____

(f) New Annual Billing \$ _____

(g) New Monthly Billing \$ _____

Alabama Power Company

Signed: _____ Municipality, County or State

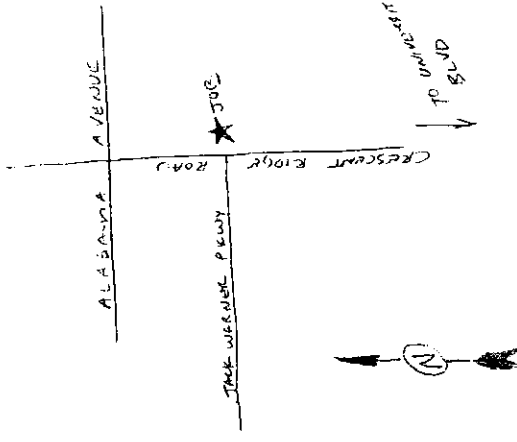
Approved: _____

By: _____

Title: _____

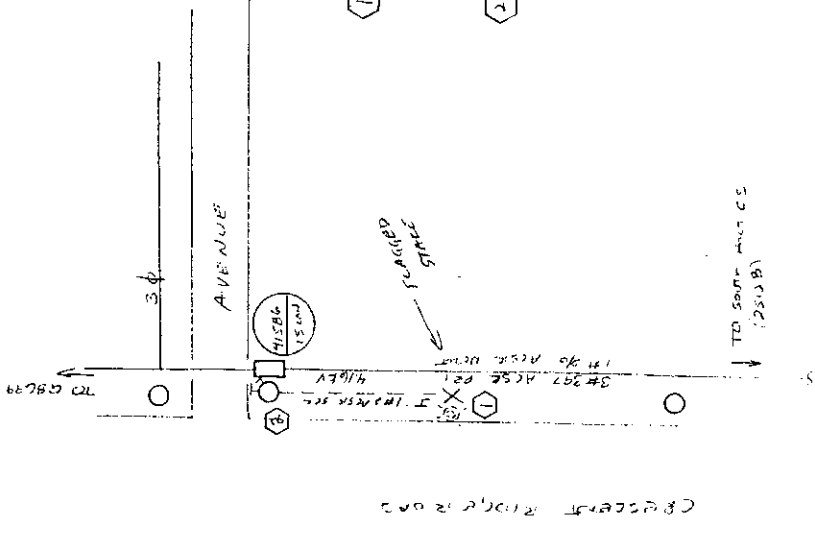
Title: Assistant County Engineer

LOCATION SKETCH



NOTES:

1. ALL COMPONENTS AND MATERIALS TO BE PROVIDED BY CONTRACTOR.
2. APPROXIMATE ESTIMATES:
 - 1,473 TOTAL COST
 - 92.8 LIGHTING
 - PERMITS = \$2,100
3. TOTAL COST: \$35,100
 - + \$10,000 ROWS/MS/CLERK
 - + \$6,194 45' CCA PALE
 - \$41,294



SKETCH OF PROPOSED WORK

Job No: 2750210 Work Order Number: AG410-10-11K10

Customer: TUSCALOOSA COUNTY

Location: JACK WEHRLE PKWY

Division: WESTERN TUSCALOOSA

County: TUSCALOOSA

Drawn By: G. Cook (Radio # 14154)

Sketch ID: 011821

Address: 2750210

RDW Number: ROW

City: TUSCALOOSA

County: TUSCALOOSA

State: AL

Zip: 35894

Phone Co. Name: CATV

Water: Yes (X) No ()

Gas: Yes (X) No ()

Electric: Yes (X) No ()

Other: YES (X) NO ()

Agreed Date: 7/2/2010

Job Start Date: 7/2/2010

Job End Date: 7/2/2010

MA Start Date: N/A

MA End Date: N/A

MA Update: N/A

CREW NOTE: Traffic control (TS) IS NOT required

Work performed on Phase: A B C

MAP ROOM Patch Number

JSA

Issue #
Reading
Set Date
Sync Dept
Crew HQ

Completion Date

Construction Completed By

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT BETWEEN
TUSCALOOSA COUNTY, ALABAMA
AND WEST ALABAMA AIDS OUTREACH**

THIS AGREEMENT made and entered into on this the 16th day of June, 2010, by and between the WEST ALABAMA AIDS OUTREACH, hereinafter sometimes referred to as **Contractor**, as a party of the first part, and the TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereinafter sometimes referred to as the **County**, 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, the Contractor has proposed, for a certain consideration herein set out, to provide services desirable to the County, and to perform all of the duties attendant with such services as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. The Contractor agrees to provide support service and educational programs to the citizens of Tuscaloosa County, to meet the needs of the County. The Contractor agrees that during the term of this service it will serve as an independent contractor with the County.

2. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor, or 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 Contractor further agrees 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. The Contractor agrees to supply to the County, upon request, documentation that the services provided by the Contractor for the benefit of the County, are at least equal in value to funding from the County. Should the County determine at any time that the Contractor is not providing services at least equal to the prorated funding provided herein, then the County may terminate this agreement or negotiate a supplemental funding formula.

5. Upon termination, the Contractor may be required to refund any funds deemed by the County to have been expended by the Contractor for purposes not provided for by this contract.

6. Either the county or the Contractor, upon written notice to the other, expressing an intention to cancel or rescind this contract, may do so after thirty (30) days of receipt by the other party of said written notice. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

7. In consideration of the above covenants, the County agrees to pay as compensation to the Contractor the sum of Twenty Thousand and no/100 Dollars (\$20,000.00). Payment shall be made to the Contractor by the County within thirty (30) days of presentation of an invoice for services provided.

8. 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 Contractor and the County, and merges all prior written or oral understandings or agreements. The Contractor shall be under no obligation to the County, except to the extent set out expressly in this agreement.

10. The initial term of this contract shall be one year. The contract may, thereafter, be renewed for an additional term of one (1) year, upon the agreement of the parties.

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

CONTRACTOR

By: Billy P. Kirkpatrick
WEST ALABAMA AIDS OUTREACH

As Its: EXECUTIVE DIRECTOR

I, Lisa M. Whitehead, a Notary Public in and for said County and State, do hereby certify that Billy Kirkpatrick, whose name is signed to the foregoing Service Contract, as Executive Director of West Alabama AIDS Outreach, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Service Contract, he executed the same voluntarily on the day the same bears date.


Given under my hand this 16th day of June, 2010.

Lisa M. Whitehead
Notary Public in and for the State of
Alabama at Large
My Commission Expires:

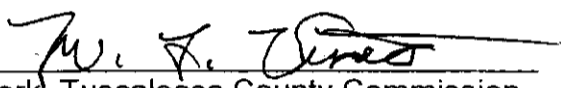
MY COMMISSION EXPIRES 03-10-2013

10. The initial term of this contract shall be one year. The contract may, thereafter, be renewed for an additional term of one (1) year, upon the agreement of the parties.

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

By: 
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Clerk, Tuscaloosa County Commission

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

ORDINANCE OF THE TUSCALOOSA COUNTY COMMISSION

BE IT ORDAINED by the Tuscaloosa County Commission as follows:

1. This ordinance is adopted pursuant to the provisions of The Alabama Limited Self-Governance Act, Code of Alabama ' 13-3A-1, et sec. All exceptions and limitations contained in The Alabama Limited Self-Governance Act shall apply to this ordinance.

2. This ordinance pertains to the control of litter or rubbish and the control of areas which create a public nuisance because of an accumulation of junk. This ordinance does not apply to duly licensed junkyards.

3. This ordinance applies within all of the unincorporated areas of Tuscaloosa County, that is, in all areas of Tuscaloosa County outside of the city limits of the incorporated municipalities of Tuscaloosa County.

4. For the purposes of this ordinance, the following definitions shall apply:

(a) **GARBAGE.** Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage. (Code of Alabama, ' 22-27-2(7)).

(b) **HAZARDOUS WASTES.** Those wastes defined in the Hazardous Waste Management Act of 1978, as amended. (Code of Alabama, ' 22-30-21, et seq.).

(c) **JUNK.** Old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or

nonferrous material. (Code of Alabama, ' 23-1-241(1)).

(d) LITTER. Rubbish, refuse, waste material, garbage, dead animals or fowl, offal, paper, glass, cans, bottles, trash, scrap metal, debris, or any foreign substance of whatever kind and description, and whether or not it is of value. (Code of Alabama ' 13A-7-29).

(e) PERSON. A natural person or persons, partnerships, corporations, unincorporated associations, or any other legal entity of any kind whatsoever or any combination of any of the entities enumerated herein.

(f) RUBBISH. Nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves, and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees Fahrenheit. (Code of Alabama, ' 22-27-2(16)).

5. It shall be unlawful and shall constitute a public nuisance for the owner, lessee, or person in possession or control of any parcel of land within the unincorporated area of Tuscaloosa County to fail to keep the parcel free from garbage, hazardous wastes, junk, litter, rubbish, one or more inoperable motor vehicles or one or more motor vehicles which do not have a current license tag (unless such motor vehicles are within an enclosed garage or other enclosed building, **BEHIND A FENCE OR STRUCTURE AND OTHERWISE NOT VISIBLE FROM PUBLIC RIGHT-OF-WAY**), inoperable or unused appliances, household furniture, used motor vehicle tires, any materials within which water may accumulate or which may shelter or encourage the growth of insects, rodents, or snakes, or materials which generate obnoxious odors, ~~or which offend the aesthetics of the community~~ and, thereby, cause a substantial diminution in the value of other property or which threaten the health or safety of any citizen. **SUBSTANTIAL DIMINUTION OF PROPERTY VALUE SHALL BE DETERMINED BY A PROFESSIONAL VALUATION OF A CERTIFIED APPRAISER APPOINTED BY THE ADMINISTRATOR UPON APPEAL OF A CITATION. FURTHERMORE, IT SHALL BE THE DUTY OF THE ADMINISTRATOR, OR HIS DESIGNEE, TO OBTAIN A COURT ORDER AUTHORIZING ACCESS TO PRIVATE PROPERTY FOR PURPOSES OF INVESTIGATING ANY COMPLAINTS ALLEGING VIOLATIONS OF THIS ORDINANCE.**

6. Any person violating this ordinance shall be fined an amount not to exceed One Hundred Fifty and No/100 Dollars (\$150.00) for each calendar day the violation continues, however, the total fine shall not exceed Five Thousand and No/100 Dollars (\$5,000.00), and, in addition thereto, shall be taxed with administrative fees which shall not exceed the actual cost of the implementation and enforcement of this ordinance.

7. The County Administrator, or his designee, is hereby authorized and empowered by the Tuscaloosa County Commission to determine if a person is in violation of this ordinance. If the County Administrator, or his designee, shall determine a person to be in violation of this ordinance, the County Administrator, or his designee, shall issue a written citation to the person describing the basis for the determination that the ordinance has been violated, which notice shall be served upon the person by personal delivery to the person or by mailing the citation to the person by certified mail, return receipt requested, or by attaching a copy of the citation to the front door of a dwelling upon the parcel of land or by leaving a copy of the citation with a person who is nineteen (19) years or older at a dwelling upon the parcel of land. If the ordinance has been violated, the owner and the lessee, if any, and the person in possession or control of the parcel of land are all in violation of the ordinance and all shall be served with a citation.

8. The person to whom any such citation is directed shall have thirty (30) calendar days from service of the citation as described above to bring the parcel of land into compliance with the provisions of this ordinance. If the person fails or refuses to bring the parcel of land into compliance with the provision of this ordinance within the said thirty (30) days, the County Administrator, or his designee, shall determine the amount of the fine for violation of this ordinance and the amount of the administrative fee, and shall notify the person of the amount of the fine and administrative fee by one of the methods of notification set out in paragraph 7 above.

9. Any person issued a citation for violation of this ordinance may appeal to the Tuscaloosa County Commission to contest such citation for an alleged violation of this ordinance. Any person desiring to so appeal to the Tuscaloosa County Commission must, within ten (10) calendar days of receipt of the citation file a written notice of appeal with the Tuscaloosa County

Commission at the offices of the Tuscaloosa County Commission in the basement of the Tuscaloosa County Courthouse and pay a One Hundred and No/100 Dollar (\$100.00) administrative fee. If a notice of appeal and the administrative fee is mailed to the Tuscaloosa County Commission, the date the notice of appeal and payment of the fee are received by the Tuscaloosa County Commission is the date of its filing in regard to whether or not such notice of appeal was filed within ten (10) calendar days. No notice of appeal shall be filed without the payment of the administrative fee, **WHICH SHALL BE REFUNDED IF THE APPEAL IS UPHeld BY THE COMMISSION OR THE VIOLATION IS NOT DETERMINED TO CAUSE SUBSTANTIAL DIMUNITION OF ADJOINING PROPERTY.**

10. In addition to all other remedies available pursuant to this ordinance, in the event that a person who has been assessed a fine and administrative fees for the violation of any provision of this ordinance fails to pay such fines and administrative fees within thirty (30) days of their assessment or fails to remove from the parcel of land those things constituting a violation of this ordinance, the Tuscaloosa County Commission may file suit against the person to collect the unpaid fines and administrative fees and to abate the public nuisance. **WHERE A PERSON IN VIOLATION IS DETERMINED FINANCIALLY UNABLE TO PAY THE FINE, THE COMMISSION SHALL LEVY A LIEN FOR THE UNPAID FINES AND FEES TO BE RECOUPED FROM PROCEEDS OF ANY FUTURE SALE OR TRANSFER OF SAID PROPERTY.**

TUSCALOOSA COUNTY COMMISSION

W. Hardy McCollum, Chairman

Melvin Vines, County Administrator

Pass to Lisa

June 4, 2010

To: Don Wallace

From: Residents on Hudson and Battle Street-Coker, AL

Subject: Petition for Speed Tables

We are requesting for the installation of speed tables to control traffic.

Name:	Address:		
Lisa Debus	13678	Hudson	St
Dean Debus	13678	Hudson	St
Lutts Early	13678	Hudson	St
Mary Early	13678	Hudson	St
Vivie Powell	13716	Hudson	St
E. O. Powell	13716	Hudson	St
Angela Kumbrell	13716	Hudson	St
Tracie Kumbrell	13716	Hudson	St
William Gordon	13727	Hudson	St
Susan Hayless	13727	Hudson	St
Walter Miller	13733	Hudson	St.
Andrea Dollar	13678	Hudson	Street
Mary Patton	13656	Battle Street	St
B. L. Hopkins	13690	Battle St	St
John M. M.	13690	Battle St.	St
William D. Perkins	13738	Battle St.	
Don Fowler	13660	Hudson	St
Don Holmes	13660	Hudson	St
Donna House	13677	Battle St	St
Donna House	13695	Battle St	St
Donna House	13693	Battle Street	