

TUSCALOOSA COUNTY COMMISSION

MEETING

JULY 22, 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 Jerry Tingle, the County Commission voted unanimously to authorize payment of invoices to CFM Group, LLC for engineering services on the following projects:

Old Greensboro Road resurfacing project	\$28,300.00
Daffron Road resurfacing project	\$18,950.00

Exhibit 7-1, Pages

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize reimbursement to Englewood Hulls Water System, Inc. in the amount of \$29,240.55 for costs associated with the waterline relocation on the Townsend Road construction project.

Exhibit 7-2, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to award the following bids to the lowest bidder meeting specifications and requirements:

Geogrid fabric to Hanes Geo Components

Mosquito Spray Chemical to Univar

Exhibits 7-3, Pages

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize reconnection of a waterline on Bill Lunceford Road that was disconnected for construction of a bridge.

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

Exhibit 7-4, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to grant a 60 day extension to a property owner who is in the process of making repairs on a structure at 5516 14th Avenue East.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve resolutions fixing the cost of demolition of structures at 11312 Athena Drive and 11318 Athena Drive and authorizing the filing of a lien for the same. The cost on each lot is \$8,152.38.

Exhibit 7-5, Pages

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution authorizing an amendment to the Tuscaloosa Metro Animal Shelter operating agreement providing for an expansion of the Metro Animal Shelter Committee to seven members and to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs not to exceed \$30,000.00 per annum without the approval of the governing bodies. The resolution is to be executed by the Chairman, the City of Tuscaloosa and the City of Northport.

Exhibit 7-6, Page

By unanimous consent, Commissioner Stan Acker was appointed to serve as the county representative on the Metro Animal Shelter Advisory Board.

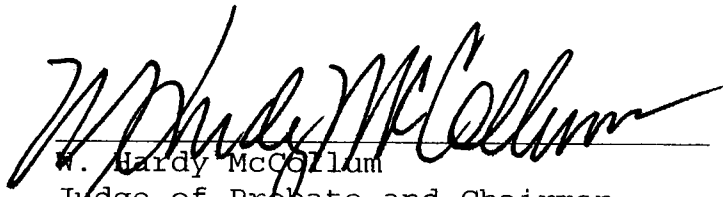
Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve funding in the amount of \$22,835.00 to PARA for concrete work at Miners Community Park in Abernant.

Exhibit 7-7, Page


Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to begin the condemnation process on a structure at 3300 Pine Crest Road in Holt, parcel number 30-03-08-1-012-004-000.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve funding to the Kentucky Arts Council in the amount of \$150,000.00 to be budgeted as \$50,000.00 starting in the 2015-2016 fiscal year for a total of 3 budget years.

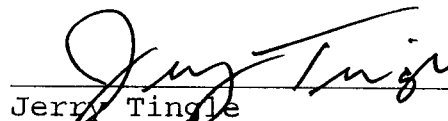
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 5, 2015.



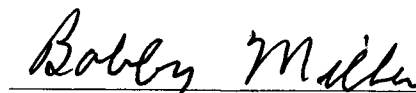
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission




Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

CFM Group LLC

2135 University Boulevard
Suite A
Tuscaloosa, AL 35401

RECEIVED

JUL 09 2015

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

Invoice

Invoice Date:	Invoice #:
7/6/2015	5761

Bill To:
Tuscaloosa County Public Works ATTN: Allen Springer 2810 35th Street Tuscaloosa, AL 35401

Project Name:
ATRIP Old Greensboro Road Resurfacing Project for Tuscaloosa County Final Invoice

P.O. Number:	Due Date:	Rep	Account #	Job No:
	7/6/2015	RAD		2013160 Old Green...

Description	Hours/Qty	Rate	Amount
ATRIP Old Greensboro Road Resurfacing Project for Tuscaloosa County, Alabama. Total Project Amount as per contract = \$45,950.00. Geometric Survey (Billed on a time and materials basis) not to exceed \$9,950.00			
Jonathan Bonner, P.E.: ATRIP Old Greensboro Road Resurfacing Project for Tuscaloosa County, Alabama. Total contract amount as per contract - \$45,950.00 previously billed and paid @ 60% complete = \$27,570.00. Bill @ 100% complete =		18,380.00	18,380.00
Jeremy McDonald, Survey Crew: Geometric Survey (additional survey work requested and required)	64	155.00	9,920.00

Please include the job number and invoice number with payment. If you have questions, please call Patty at (205) 752-4037. Thanks.	Total	\$28,300.00
	Payments/Credits	\$0.00
	Balance Due	\$28,300.00

EX 7-1

CFM Group LLC

2135 University Boulevard
 Suite A
 Tuscaloosa, AL 35401

RECEIVED

JUL 09 2015

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT**Invoice**

Invoice Date:	Invoice #:
7/6/2015	5762

Bill To:
Tuscaloosa County Public Works ATTN: Allen Springer 2810 35th Street Tuscaloosa, AL 35401

Project Name:
ATRIP Daffron Road Resurfacing Project for Tuscaloosa County Final Invoice

P.O. Number:	Due Date:	Rep	Account #	Job No:
	7/6/2015	DTE		2013161 Daffron R...

Description	Hours/Qty	Rate	Amount
<p>ATRIP Daffron Road Resurfacing for Tuscaloosa County, Alabama. Total Project Amount as per Contract = \$25,500.00. Geomatic Survey (billed on a time and materials basis) not to exceed = \$6,200.00</p> <p>Jonathan Bonner, P.E.: ATRIP Daffron Road Resurfacing Project for Tuscaloosa County, Alabama. Total contract amount as per contract = \$25,500.00 previously billed and paid @ 50% complete = \$12,750.00. Billed at 100% complete =</p> <p>Jeremy McDonald, Survey Crew: Geomatic survey for additional surveying work requested and required</p>			
		12,750.00	12,750.00
	40	155.00	6,200.00
<p>Please include the job number and invoice number with payment. If you have questions, please call Patty at (205) 752-4037. Thanks.</p>	Total		\$18,950.00
	Payments/Credits		\$0.00
	Balance Due		\$18,950.00

Ex 7-1

ENGLEWOOD-HULLS WATER SYSTEM, INC.
P.O. BOX 70940
TUSCALOOSA, AL 35407

June 26, 2015

Mr. Scott Anders, County Engineer
Attn: Mr. Allan Springer
Tuscaloosa County Public Works
2810 35th Street
Tuscaloosa, AL 35401

Re: Townsend Road Water Main Relocation

Dear Mr. Anders:

Please find attached the invoice approved and paid by Englewood-Hulls Water System, Inc. for the project. We request reimbursement at this time for the amount as shown:

• Indian Creek Excavating, LLC No. 1 – Final	\$25,972.00
• McGiffert and Associates, LLC No. 2– Final	<u>\$ 3,268.55</u>
	\$29,240.55

Yours truly,

ENGLEWOOD-HULLS WATER SYSTEM, INC.


Hollis Duncan, President

Attachment

CC: Mr. Bobby Miller, Commissioner
McGiffert and Associates, LLC

INDIAN CREEK EXCAVATING, LLC

10275 Indian Creek Road
Tuscaloosa, AL 35405

Invoice

Date	Invoice #
6/19/2015	2271

Bill To
Englewood Hills Water Sys P. O. Box 70940 Tuscaloosa, Alabama 35407

P.O. No.	Terms	Project
Townsend Rd	Due on receipt	

Quantity	Description	Rate	Amount
2,080	3" PVC CL 200 WATER MAIN TOWNSEND RD WATER MAIN RELOCATION	6.25	13,000.00
80	3/4 TYPE K COPPER	7.50	600.00
3	3/4 DOMESTIC SERVICE NO METER	425.00	1,275.00
3	Customer Reconnection	125.00	375.00
2	3" GATE VALVE AND BOX	600.00	1,200.00
0	FLUSH ASSEMBLY	0.00	0.00
3	MAIN CONNECTION	1,200.00	3,600.00
622	SILT FENCE	1.00	622.00
50	HAY BALES	6.00	300.00
400	SEDIMENT ROLLS	2.00	800.00
1	TRAFFIC CONTROL	500.00	500.00
1	TESTING AND DISINFECTING	1,200.00	1,200.00
1	TEMPORARY EROSION CONTROL AND PERMANENT GRASSING	2,500.00	2,500.00
<p>APPROVED FOR PAYMENT: McGIFFERT AND ASSOCIATES, LLC</p> <p>By: <u><i>[Signature]</i></u> Date: <u>JUNE 25, 2015</u></p> <p><i>Thank you!</i></p>			
Thank you for your business.		Total	\$25,972.00

Ex 7-2



NUMBER	DATE	PROJECT NUMBER	APPROVED
2	6/25/2015	143131	DAH <i>[Signature]</i>

Work Completed 4/20/15 Thru 6/21/15

REMIT PAYMENT TO:
McGiffert AND ASSOCIATES LLC
P.O. BOX 20559
TUSCALOOSA, AL 35402-0559

Englewood-Hulls Water System, Inc.
P.O. Box 70940
Tuscaloosa, AL 35407

Re: Townsend Road Water Main Relocation

Description	Hours	Rate	Sub-Total	Amount
<u>Resident Observation and Record Drawing</u>				
Construction Technician	29.50	\$ 72.00	\$ 2,124.00	
Computer/CADD Technician	4.50	\$ 70.00	\$ 315.00	
			\$ 2,439.00	\$ 2,439.00
<u>Construction Contract Management</u>				
Senior Project Manager/Principal	2.75	\$ 165.00		\$ 453.75
<u>Miscellaneous Expenses</u>				
Printing Cost				\$ 375.80
			Total Amount Due	\$ 3,268.55

K:\wpdata\Bills\2015\6-June 2015\EHWS - Townsend Rd

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

EX7-2

Geogrid Bid Tabulation

Company	Product equal to Spec.	Bid price per sq. yd. (Base Bid)	Bid price per sq. yd. (subsequent orders)
Hanes Geo Components	Yes*	\$ 1.10	\$ 1.10
Strata Systems, Inc.	Yes*	\$ 1.25	\$ 1.32
Alabama Pipe and Supply Co.	n/a	No bid submitted	No bid submitted

* product appears to meet specifications based on data provided.

EX7-3

Tuscaloosa County
 Mosquito Chemical Bid Tabulation
 July 10, 2015

Company	Product	Bid Price (per gallon)	Quantity per Container (Gal)
Univar	MasterLine Kontrol 4-4	\$15.50	55
		\$14.65	275
Gil Manufacturing ADAPCO	Omego Mist OSC (4-4)	\$28.35	55
	Pursuit 4-4	\$16.84	55
		\$14.79	275
	Permanone 4-8	\$35.50	30
		\$35.50	275

Note: price is \$14.39 per tote for two or more totes

LOW BID

8x7-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT


M. Skelton

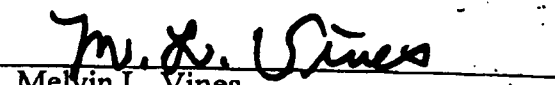
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

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 22th day of July, 2015.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 7-4

RESOLUTION NO. _____

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

WHEREAS, the person last assessing the real property in Tuscaloosa County identified as Tax Parcel I.D. # 63-43-02-10-0-001-003.000 (which parcel is identified in tax records as being located at 11312 Athena Drive, Tuscaloosa, AL 35405) for state taxes are Interstate Plaza, LLC c/o Mike Dendy, title to such real property having been vested in Interstate Plaza, LLC recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2013 at Page 8701;

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

WHEREAS, the Inspector for Tuscaloosa County has reported to the County Commission that the cost of said demolition is \$8152.38 and the cost of all legal advertising related thereto is \$190.00; and,

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

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

1. That the cost of all legal advertising and for the demolition of the unsafe structure located on Tax Parcel I.D. #63-43-02-10-0-001-003.000 (which parcel is identified in tax records as being located at 11312 Athena Drive, Tuscaloosa, AL 35405), and the person last assessing said property for state taxes being Interstate Plaza, LLC c/o Mike Dendy, recorded in in the Office of the

EX 7-5

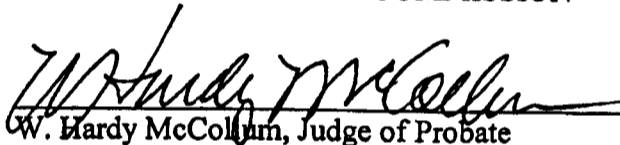
Judge of Probate of Tuscaloosa County in Deed Book 2013 at Page 8701, be, and it is hereby, fixed at \$8342.38.

2. That this Resolution shall be mailed to Interstate Plaza, LLC, and forwarded to the Tax Assessor's Office in accordance with the Alabama Code.

3. The County Administrator is authorized to file a certified copy of this Resolution in the Office of the Judge of Probate of Tuscaloosa County and the same shall constitute a lien in the amount of \$8342.38 against the property at Deed Book 2013 at Page 8701

RESOLVED AND DONE this 22nd day of July, 2015.

TUSCALOOSA COUNTY COMMISSION


W. Hardy McCollum, Judge of Probate

ATTEST:


MELVIN VINES, County Administrator

APPROVED THIS THE 22nd DAY OF July, 2015.

EX7-5-

RESOLUTION NO. _____

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

WHEREAS, the person last assessing the real property in Tuscaloosa County identified as Tax Parcel I.D. # 63-43-02-10-0-001-004.000 (which parcel is identified in tax records as being located at 11318 Athena Drive, Tuscaloosa, AL 35405) for state taxes are James M. Williams, title to such real property having been vested in James M. Williams recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2008 at Page 23926;

WHEREAS, West Alabama Bank and Trust has an interest in said property pursuant to a Mortgage recorded in the Office of the Judge of Probate of Tuscaloosa County in Mortgage Book 2008 at Page 85693;

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

WHEREAS, the Inspector for Tuscaloosa County has reported to the County Commission that the cost of said demolition is \$8152.38; and,

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

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

1. That the cost of all legal advertising and for the demolition of the unsafe structure located on Tax Parcel I.D. #63-43-02-10-0-001-004.000 (which parcel is identified in tax records as

Ex 7-5

being located at 11318 Athena Drive, Tuscaloosa, AL 35405), and the person last assessing said property for state taxes being James M. Williams, recorded in in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2008 at Page 23926, be, and it is hereby, fixed at \$8152.38.

2. That this Resolution shall be mailed to James M. Williams and West Alabama Bank & Trust, and forwarded to the Tax Assessor's Office in accordance with the Alabama Code.

3. The County Administrator is authorized to file a certified copy of this Resolution in the Office of the Judge of Probate of Tuscaloosa County and the same shall constitute a lien in the amount of \$8152.38 against the property at Deed Book 2008 at Page 23926

RESOLVED AND DONE this 22nd day of July, 2015.

TUSCALOOSA COUNTY COMMISSION


W. Hardy McCollum, Judge of Probate

ATTEST:


MELVIN VINES, County Administrator

APPROVED THIS THE 22nd DAY OF July, 2015.

EX 7-5

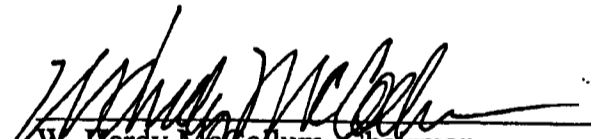
**RESOLUTION AUTHORIZING AN AMENDMENT TO THE
TUSCALOOSA METRO ANIMAL SHELTER OPERATING AGREEMENT**

WHEREAS, the parties entered into a Contract on the 15th day of October, 1999 which remains in full force and effect for an operation agreement for the Tuscaloosa Metro Animal Shelter located at 3140 35th Street, Tuscaloosa, Alabama.

WHEREAS, the parties now desire to amend that contract to expand the Metro Animal Shelter Advisory Committee to seven (7) members and to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$30,000.00 per annum without the approval of the governing bodies.

NOW, THEREFORE BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the Chairman be, and he is hereby, authorized to execute a Contract Amendment to the Tuscaloosa Metro Animal Shelter Operating Agreement providing for an expansion of the Metro Animal Shelter Advisory Committee to seven (7) members and to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$30,000.00 per annum without the approval of the governing bodies; and the County Administrator is authorized to attest the same.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name on its behalf by its Chairman on this the 22nd day of July, 2015.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

Ex 7-16

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**AMENDMENT TO THE TUSCALOOSA METRO ANIMAL
SHELTER OPERATING AGREEMENT
(Reference No. A15-0846)**

THIS AMENDMENT to that certain agreement made and entered into by and between the parties on the 15th day of October, 1999, is made and entered into by and between CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter "City" and the CITY OF NORTHPORT a Municipal Corporation, hereinafter "Northport" and TUSCALOOSA COUNTY hereinafter "County" on this the 29th day of July, 2015, as follows:

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the parties entered into a Contract on the 15th day of October, 1999 which remains in full force and effect for an operation agreement for the Tuscaloosa Metro Animal Shelter located at 3140 35th Street, Tuscaloosa, Alabama.

WHEREAS, the parties now desire to amend that contract to expand the Metro Animal Shelter Advisory Committee to seven (7) members and to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$30,000.00 per annum without the approval of the governing bodies.

NOW, THEREFORE, the parties enter into this amendment to the contract for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

SECTION ONE. That paragraph 5, "Metro Animal Shelter Advisory Committee" is hereby amended in its entirety to read as follows:

- "5. Metro Animal Shelter Advisory Committee: The parties hereto hereby establish the Tuscaloosa Metro Animal Shelter Advisory Committee, hereinafter "Advisory Committee," which shall be comprised of one (1) councilor appointed by the City of Tuscaloosa, one (1) commissioner appointed by Tuscaloosa County, one (1) councilor appointed by the City of Northport, one (1) attorney appointed by the advisory committee, one (1) resident of Tuscaloosa County appointed by the advisory committee and two (2) members of the Tuscaloosa County Veterinary Medical Association appointed by the advisory committee. The members of the Committee shall be appointed to a four (4) year term. A member may be removed by a majority vote of a quorum of the advisory committee for failure to attend three quarterly meetings in

EX 7-6

a twelve month period. The Committee shall administer the animal shelter service contract and insure contract compliance. The Committee shall advise and consult with the independent contractor awarded the bid to operate the Animal Shelter, concerning operating and maintaining the Tuscaloosa Metro Animal Shelter. Each party's representative(s) on the Advisory Committee shall be responsible for keeping their respective party informed of the decisions of the Committee. The Advisory Committee shall meet quarterly or more often if necessary. The Advisory Committee shall elect a Chairman who shall receive all notices and inquiries from the Animal Shelter Contractor. The Animal Shelter Advisory Committee shall review the rules and regulations of the Animal Shelter and implement changes as needed. The decisions of the Committee concerning the operation and maintenance of the Tuscaloosa Metro Animal Shelter pursuant to this contract shall be binding upon the parties. The Advisory Committee shall not have the authority to bind the parties to purchases, improvements or repairs which exceed \$30,000.00 per annum without the approval of the governing bodies. The Committee shall follow the applicable bid laws and the parties agree that the City of Tuscaloosa shall act as the purchasing agent and/or contracting party on behalf of the Advisory Committee. The City reserves all statutory authority pursuant to its police power and does not waive or relinquish this power or authority by entering into this agreement and agreeing to act as the purchasing agent and/or contracting party."

SECTION TWO. Miscellaneous Clauses

A. Capacity: Each party to this agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
3. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board

authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;
9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by: