

TUSCALOOSA COUNTY COMMISSION
MEETING
APRIL 20, 2016

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
Mark C. Nelson
Reginald Murray

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Price's Place Subdivision.

Exhibit 4-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the agreements with ALDOT for the funding of two (2) County Road 140 resurfacing ATRIP projects in the amount of \$2,424,160.00 (County match of \$484,832.00).

ACOA59431-ATRP (002) - Pickens County Line to Dockery Road
- \$1,905,780.00 - 8.92 mi
ACOA61866-ATRP (017) - Dockery Road to Highway 82 -
\$518,380 - 2.25 mi

Exhibit 4-2, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for March 2016.

Exhibit 4-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to reappoint all members: (Bessie Colvin, Dennis R. Sudduth, Joe Hunt Jr., Donald Lankford, and Billy Doss) to the Tuscaloosa County Solid Waste Disposal Authority. Their terms will expire May 1, 2020.

Upon request by County Attorney Robert Spence, Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to vacate a portion of an unnamed road, referred to as the Old Huntsville Stage Coach Road.

Exhibit 4-4, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to fix the cost of demolition and file a lien for such costs on the following properties:

3300 Pinecrest - \$16,925.25
3937 Shaw Drive - \$14,149.24
3910 24th Street NE - \$19,410.13

Exhibit 4-5, Pages

Upon request by County Attorney Robert Spence, Commissioner Stan Acker 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 an agreement with Apple Corporation and Data Processing Manager James Tullidge.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a software development agreement with Apple Corporation to enable Data Processing Manager James Tullidge to proceed with developing a software application for the Tuscaloosa County Sheriff's Department using Apple's operating system.

Commissioner Stan Acker made a motion to refer Scruggs Lane to Tuscaloosa One Place for evaluation for road repair. Commissioner Mark C. Nelson amended the motion to authorize Commissioner Stan Acker and County Engineer Scott Anders move forward on the road repairs, pending the report from Tuscaloosa One Place. The motion and amendment were accepted and the County Commission voted unanimously.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request in the amount of \$600.00 to Tannehill State Park from the District 2 discretionary fund.

Exhibit 4-6, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding to PARA in the amount of \$25,000.00 for the Summer Jobs Program for Youth from the District 4 discretionary fund.

Exhibit 4-7, Page

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the following District 4 discretionary fund requests:

Central High School girls' basketball - \$3,000.00

Sipsey Valley High School girls' basketball - \$6,500.00

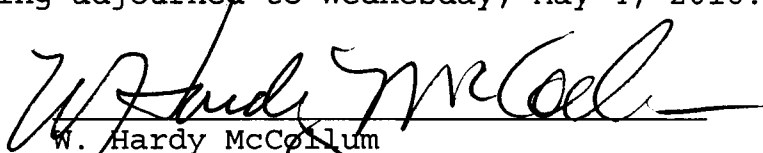
Exhibit 4-8, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve a District 4 discretionary fund request in the amount of \$1,500.00 to PARA for the Cornelius McGee Senior Exercise Program.

Exhibit 4-9, Page

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to enter into negotiations with the Tuscaloosa County School Board and the attorney representing Alabama One Credit Union for the possibility of purchasing the Fosters Waste Water Treatment, LLC and establishing a GUSC for operational control of the System. Commissioner Reginald Murray and Commissioner Mark C. Nelson will represent the County Commission during the negotiation process.

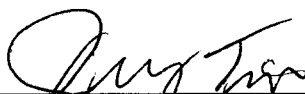
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 4, 2016.



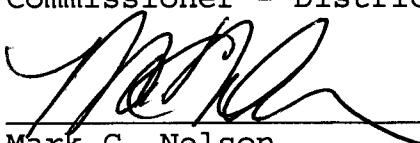
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



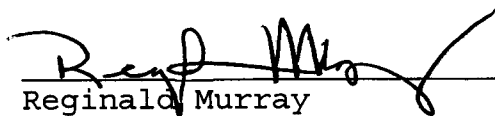
Stan Acker
Commissioner - District I



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


Price's Place

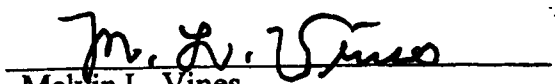
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

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 20th day of April, 2016.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

Ex 4-1



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

April 7, 2016

Chair of County Commission
Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, Alabama 35402

RE: ACOA59431-ATRP(002)
TCP 63-14-12
ATRIP 63-03-17
Tuscaloosa County

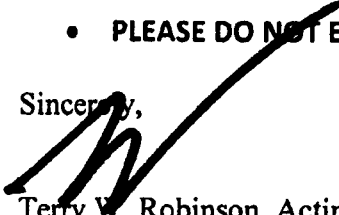
Dear Chair of County Commission:

Attached is the **original** Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

- **PLEASE DO NOT EXECUTE THE FAXED COPY OF THE AGREEMENT!**

Sincerely,


Terry W. Robinson, Acting Bureau Chief
Innovative Programs Bureau

TWR:mk

Attachment(s)

cc: James D. Brown, P.E. (West Central Region Engineer)
David Hand, P.E. (Area Operations Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
Scott Anders, P.E. (Tuscaloosa County Engineer)
File

RECEIVED

APR 11 2016

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

EX 4-2

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT
BETWEEN THE STATE OF ALABAMA
AND
TUSCALOOSA COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Tuscaloosa County (FEIN 63-6001714), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-140 from Pickens County Line to Dockery Road. Length – 8.92 miles
Project# ACOA59431-ATRP(002); TCP# 63-14-12; ATRIP# 63-03-17

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

EX 4-2

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 1,524,624.00
County Funds	\$ <u>381,156.00</u>
Total (Including E & I)	\$ 1,905,780.00
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

EX 4-2

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

Ex 4-2

- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

Ex4-2

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines
Clerk (Signature)

BY: W. Hardy McCollum
Chairman (Signature)
Tuscaloosa County Commission

Melvin L. Vines
Print Name of Clerk

W. Hardy McCollum
Print Name of Chairman

RECOMMENDED:

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION**

Asst. Chief Engineer
Edward N. Austin, P.E.

Chief Engineer
Don T. Arkle, P.E.

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON
THE ____ DAY OF _____, 20 ____.**

**GOVERNOR OF ALABAMA
ROBERT BENTLEY**

EX-4-21

7/18/90

Exhibit M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Ex 4-2

Rev. 07/18/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Ex4-2

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The resurfacing on CR-140 from Pickens County Line to Dockery Road. Length – 8.92 miles
Project# ACOA59431-ATRP(002); TCP# 63-14-12; ATRIP# 63-03-17

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 20th day of APRIL, 20 16.

ATTESTED:

M. L. Vines County Clerk
W. Andy McCall Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

20th day of APRIL, 20 16, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

20th day of APRIL, 20 16.

M. L. Vines
County Clerk

SEAL

Ex4-7



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

April 7, 2016

Chair of County Commission
Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, Alabama 35402

RE: ACOA61866-ATRP(017)
TCP 63-04-13
ATRIIP 63-05-53
Tuscaloosa County

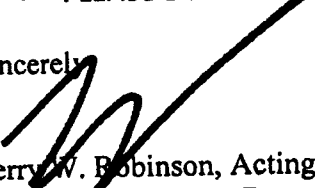
Dear Chair of County Commission:

Attached is the **original** Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

- **PLEASE DO NOT EXECUTE THE FAXED COPY OF THE AGREEMENT!**

Sincerely,


Terry W. Robinson, Acting Bureau Chief
Innovative Programs Bureau

TWR:mk

Attachment(s)

cc: James D. Brown, P.E. (West Central Region Engineer)
David Hand, P.E. (Area Operations Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
Scott Anders, P.E. (Tuscaloosa County Engineer)
File

Ex4-2

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIIP) PROJECT
BETWEEN THE STATE OF ALABAMA
AND
TUSCALOOSA COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Tuscaloosa County (FEIN 63-6001714), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-140 from Dockery Road to SR-6 (US-82). Length - 2.25 miles
Project# ACOA61866-ATRP(017); TCP# 63-04-13; ATRIP# 63-05-53

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

Ex4-2

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 414,704.00
County Funds	<u>\$ 103,676.00</u>
Total (Including E & I)	\$ 518,380.00
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

Exp 4-2

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- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

Ex 4-2

- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

EX4-2

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines
Clerk (Signature)

BY:

W. Hardy McCollum
Chairman (Signature)
Tuscaloosa County Commission

Melvin L. Vines
Print Name of Clerk

W. Hardy McCollum
Print Name of Chairman

RECOMMENDED:

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION**

Asst. Chief Engineer
Edward N. Austin, P.E.

Chief Engineer
Don T. Arkle, P.E.

**THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON
THE _____ DAY OF _____, 20 _____.**

**GOVERNOR OF ALABAMA
ROBERT BENTLEY**

EX 4-2

7/18/90

Exhibit M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXC-2

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Ex4-2

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The resurfacing on CR-140 from Dockery Road to SR-6 (US-82). Length – 2.25 miles
Project# ACOA61866-ATRP(017); TCP# 63-04-13; ATRIP# 63-05-53

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 20th day of April, 20 16.

ATTESTED:

M. R. Vinas
County Clerk

W. Hardy McCallum
Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

20th day of April, 20 16, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

20th day of April, 20 16.

M. R. Vinas
County Clerk

SEAL

EX-4-2

MONTH OF: MARCH, 2016

	FUND	CHECK NUMBERS	AMOUNT
001	GENERAL FUND	27929-28854	\$4,241,279.01
	SPECIAL SALES TAX		
112	ROAD & BRIDGE	8889-9070	\$1,624,874.07
116	CAPITAL IMPROVEMENT		
117	RRR GAS TAX		
120	REAPPRAISAL	2864-2895	\$290,862.09
160	COMMUNITY DEVELOP	1726-1727	\$41,771.90
710	PAYROLL-CHECKS	94845-94875	\$1,501,121.34
		60762-60846	\$87,393.82
	PAYROLL-DIR DEP	11852-12775	\$1,095,241.12
720	EXCESS LAND SALES	417-418	\$4,704.45
730	FIDUCIARY		
750	PISTOL PERMIT	9243-9313	\$123,757.76
780	E911	5434-5454	\$160,456.37
781	GAS TAX BONDING		
783	GENERAL LIABILITY		
783	WORKMEN'S COMP	151	\$7,554.99
783	HEALTH INSURANCE		
784	TAX COLL SPECIAL		
785	TAX ASSR SPECIAL		
786	MFG HOMES		
787	MOTOR VEH TRAINING		
			<hr/> \$9,179,016.92

CHECKED BY: W M Lamb

WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM

W Hardy McCollum

COMMISSIONER, STAN ACKER

Stan Ack

COMMISSIONER, JERRY TINGLE

Jerry Tingle

COMMISSIONER, ~~BOBBY~~ MILLER

MARK NELSON

Mark Nelson

COMMISSIONER, REGINALD MURRAY

Reginald Murray

EX4-3

**RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION
CONSENTING TO THE VACATION OF A RIGHT-OF-WAY**

STATE OF ALABAMA }
 }
TUSCALOOSA COUNTY }

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, a Petition Requesting Approval Of A Declaration of Vacation has been duly presented by the following:

James T. Champion,

averring that he owns all the land abutting that portion of a right-of-way in Tuscaloosa County, Alabama, which is more particularly described therein; and

WHEREAS, the described right-of-way lies within the limits of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission, the governing body of the county, to the vacation of that certain portion of the right-of-way had been requested and is desired by the undersigned; and

WHEREAS, it appears to the Tuscaloosa County Commission that the vacation of the above-described portion of the right-of-way will not deprive other property owners of their right, as they may have, to convenient and reasonable means of ingress to and from their property, nor will it adversely affect the interest of the public in any way;

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

RESOLVED, that the assent of the Tuscaloosa County Commission be, and the same hereby is, given to the vacation of the portion of the road right-of-way which is located in Tuscaloosa County, Alabama, and is described on Exhibit "A" attached hereto and made a part hereof by reference.

RESOLVED, FURTHER, THAT the Chairman of the Tuscaloosa County Commission be, and he is hereby authorized to present a copy of this resolution, duly certified as correct by the Clerk of Tuscaloosa County, the officer in charge of the records of Tuscaloosa County, to the Petitioners, in order that it may be attached to and filed and recorded with the legal Declaration of Vacation of the described portion of the road right-of-way.

Ex 4-4

CERTIFICATION

I, the undersigned, Clerk of the Tuscaloosa County Commission, hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Tuscaloosa County Commission at a regular meeting of the Commission held on the 20th day of April 2016, as the same appears and remains of record in the Record Book in my office wherein are recorded the Minutes of the proceedings of the Tuscaloosa County Commission.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal of Tuscaloosa County, on this the 20th day of April 2016.

M. L. V. Jones
Clerk of the Tuscaloosa County Commission

EX4-4

EXHIBIT "A"

That portion of an unnamed public right-of-way located in Section 4, Township 22 South, Range 8 West in Tuscaloosa County, Alabama, said right-of-way being more particularly described as beginning at a point on the south margin of a 50-foot-wide public road right-of-way known as Marley Road, and running thence mostly southeasterly to the southeast corner of the parcel described as follows:

Commence at the southwest corner of the west half of the Southeast Quarter of said Section 4; thence run northwardly and along the west line of said west half a distance of 2302.02 feet; thence with a deflection angle left of 87 degrees, 36 minutes, run westerly a distance of 79.56 feet to the Point of Beginning; thence continue along said course a distance of 445.0 feet; thence with an interior angle right of 92 degrees 58 minutes, run southwardly a distance of 445 feet; thence with an interior angle right of 87 degrees, 02 minutes, run eastwardly a distance of 476.43 feet to a point on the west right-of-way of a public road; thence with an interior angle right of 91 degrees, 09 minutes, run northwardly and along said right-of-way a distance of 78.56 feet; thence with an interior angle right of 175 degrees, 21 minutes, continue northwardly a distance of 256.58 feet; thence with an interior angle right of 186 degrees, 28 minutes, continue northwardly a distance of 110 feet to the Point of Beginning, thus making a closing interior angle right of 87 degrees, 02 minutes, containing 4.0 acres, more or less,

the same being the property of the said James T. Champion as described in Deed Book 1007, Page 705 in the Office of the Judge of Probate of Tuscaloosa County, Alabama,

The said right-of-way to be vacated being shown on the attached map for clarification.

Ex4-4

W. MILAM CAIN, SR.
 ESPY, NETTLES, SCOGIN
 AND MCWILLIAMS, P.C.
 ATTORNEYS AT LAW
 P.O. Box 2786
 Tuscaloosa, AL 35403
 (205) 758-5591

Reference: Deed Book 1007, Page 705

STATE OF ALABAMA }
 }
 TUSCALOOSA COUNTY }

PETITION FOR VACATION OF RIGHT-OF-WAY
OF AN UNNAMED PUBLIC ROAD

COMES NOW James T. Champion, and under section 23-4-20 of the Code of Alabama petitions the Tuscaloosa County Commission to approve the vacation of a way within Tuscaloosa County and not within the corporate limits of any municipality, sometimes known as the Old Huntsville Stagecoach Road, and which is particularly described as burdening the following land:

Parcel One – Part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 8 West, being more particularly described as follows:

Commence at the southwest corner of the west half of the Southeast Quarter of said Section 4; thence run northwardly and along the west line of said west half a distance of 2746.81 feet to a point; thence with a deflection angle left of 87 degrees, 36 minutes, run westwardly a distance of 37.91 feet to the Point of Beginning; thence continue along said course a distance of 445.0 feet; thence with an interior angle right of 92 degrees, 58 minutes, run southwardly a distance of 445.0 feet; thence with an interior angle right of 87 degrees, 02 minutes, run eastwardly a distance of 445.0 feet; thence with an interior angle right of 92 degrees, 58 minutes, run northwardly a distance of 445.0 feet to the Point of Beginning, containing 4.0 acres, more or less;

Less and except a 50-foot road right-of-way; and

Parcel Two – A part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 8 West, being more particularly described as follows:

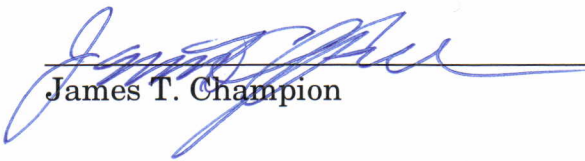
Commence at the southwest corner of the west half of the Southeast Quarter of said Section 4; thence run northwardly and along the west line of said west half a distance of 2302.02 feet; thence with a deflection angle left of 87 degrees, 36 minutes, run westwardly a distance of 79.56 feet to the Point of Beginning; thence continue along said course a distance of 445.0 feet; thence with an interior angle right of 92 degrees 58 minutes, run southwardly a distance of 445 feet; thence with an interior angle right of 87 degrees, 02 minutes, run eastwardly a distance of 476.43 feet to a point on the west right-of-way of a public road; thence with an interior angle right of 91 degrees, 09 minutes, run northwardly and along said right-of-way a distance of 78.56 feet; thence with an interior angle right of 175 degrees, 21 minutes, continue northwardly a distance of 256.58 feet; thence with an interior angle right of 186 degrees, 28 minutes, continue northwardly a distance of 110 feet to the Point of Beginning, thus making a closing interior angle right of 87 degrees, 02 minutes, containing 4.0 acres, more or less.

Ex4-4

A map of a part of the County showing the location of said property is appended to this petition as Exhibit "A", and a map of the said property showing the way to be vacated is appended to this petition as Exhibit "B".

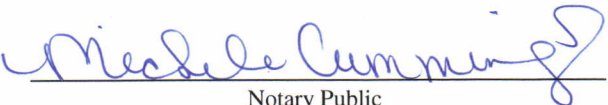
Said petitioner avers that he is the owner and the only owner of all the land abutting the way to be vacated, and that said vacation shall not deprive any other property owner of any right they may have to convenient and reasonable means of ingress and egress to and from their property and will not adversely affect the interest of the general public in any way.

IN WITNESS WHEREOF, **James T. Champion** executes this Petition for Vacation of Right-Of-Way this 28th day of March 2016.


James T. Champion

STATE OF ALABAMA }
 }
TUSCALOOSA COUNTY }

I, the undersigned Notary Public in and for said state, do hereby certify that James T. Champion, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.


Notary Public
My commission expires: 4-21-16

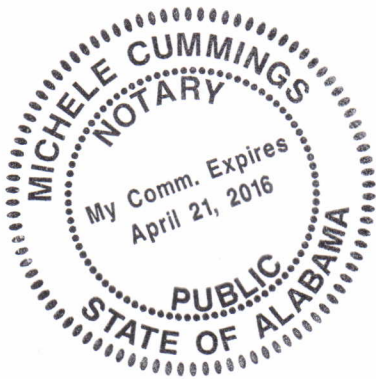
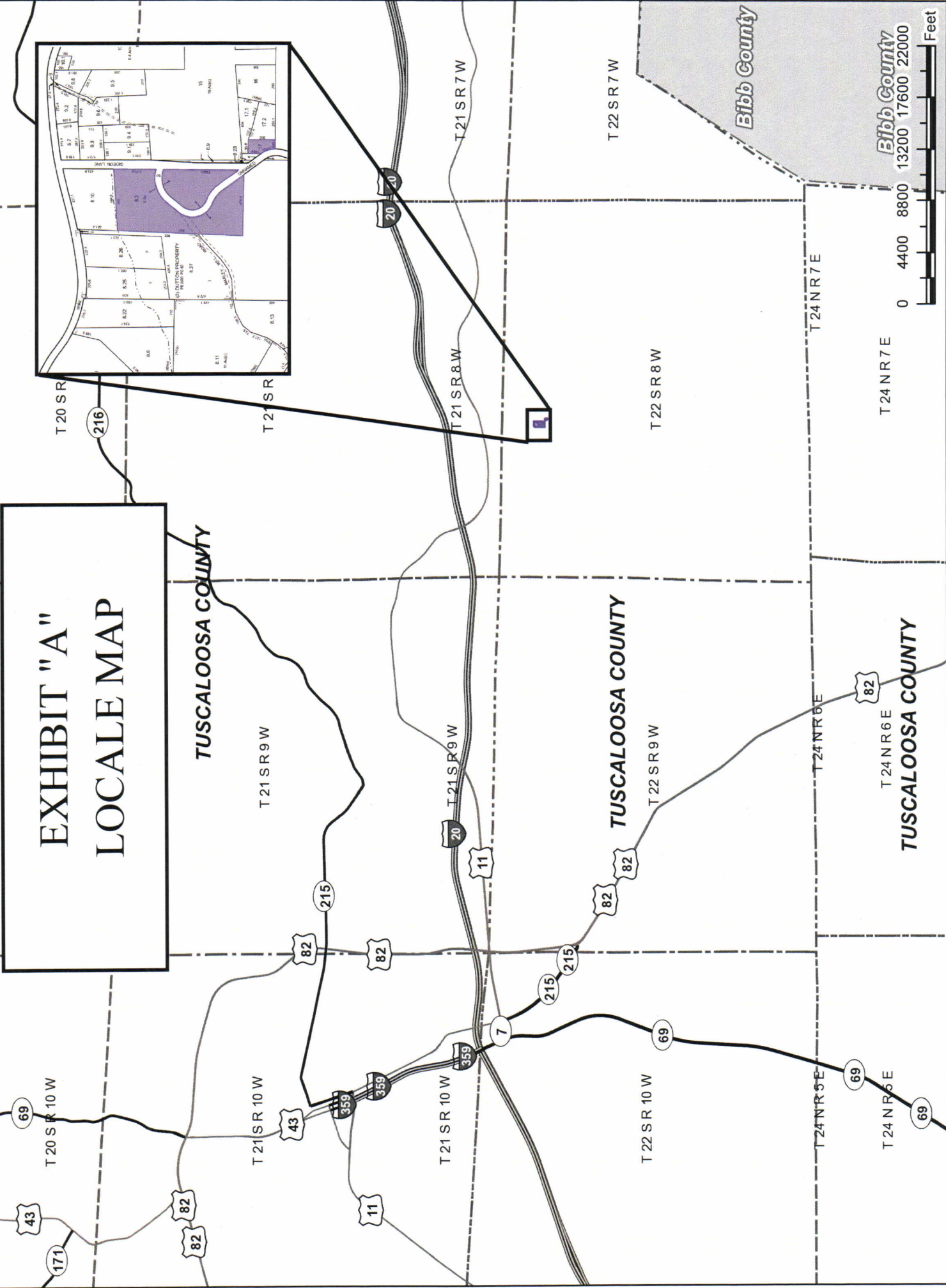
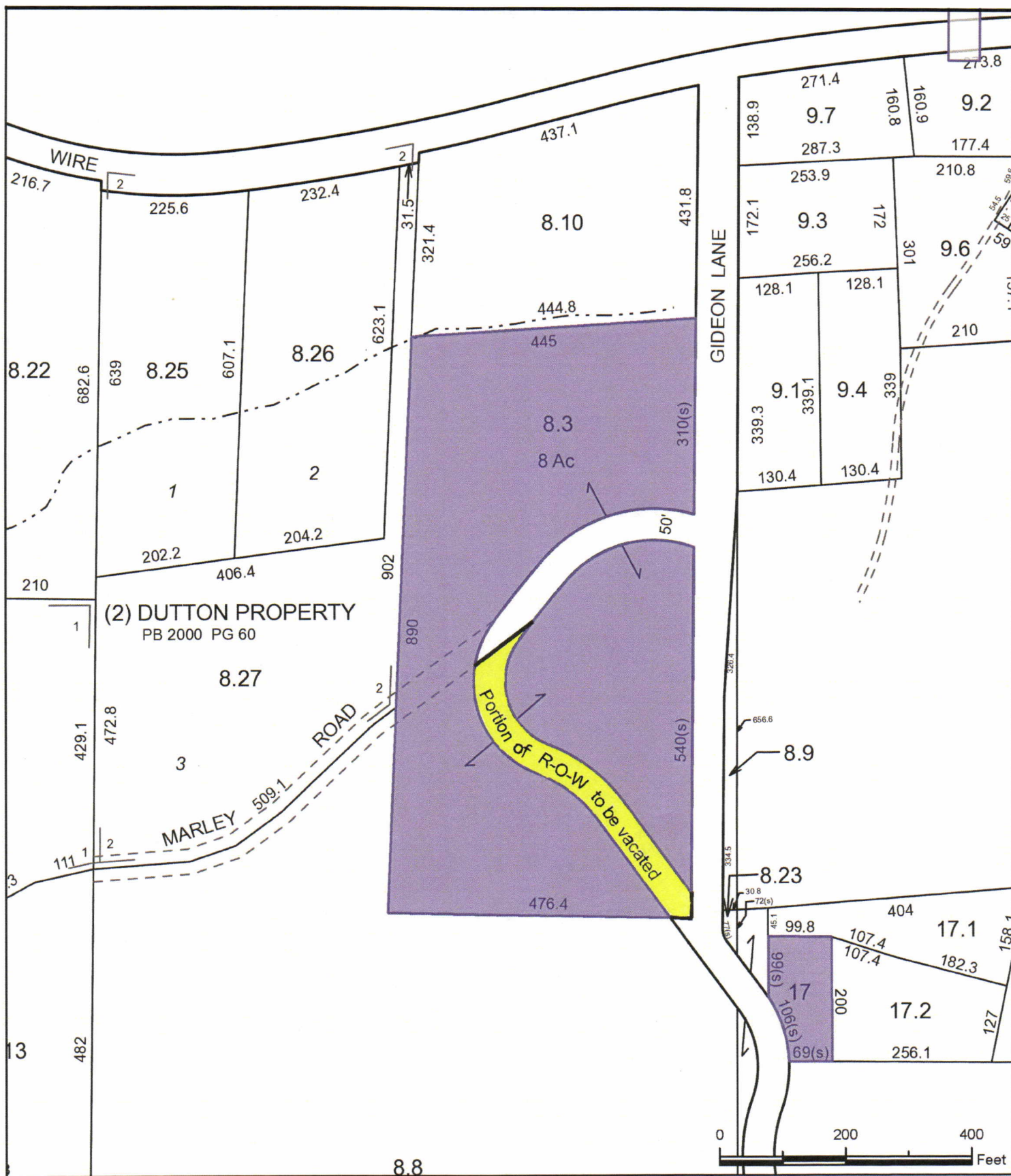


EXHIBIT "A" LOCALE MAP



Ex4-4

EXHIBIT "B"



Tuscaloosa County, AL
Date Printed: March 8, 2016

Date Printed: March 8, 2016

Ex 4-4

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. # 63-30-03-08-1-012-004-000 (which parcel is identified in tax records as being located at 3300 Pinecrest Rd NE, Tuscaloosa, AL 35404) for state taxes is Donald Ray McDaniel, Betty Jean Blake and Kathy McDaniel, title to such real property having been vested in Arthur M. McDaniel (deceased) and Donald R. McDaniel recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2009 at Page 6223;

WHEREAS, William A. Engel purchased said real property at a tax sale on or about May 26, 2015 as recorded in the Office of the Judge of Probate of Tuscaloosa County in Tax Sale Book 2015 at Page 15;

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 \$16,711.25 and the cost of all legal advertising related thereto is \$214.00; 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:

EX 45


1. That the cost of all legal advertising and for the demolition of the unsafe structure located on Tax Parcel I.D. #63-30-03-08-1-012-004-000 (which parcel is identified in tax records as being located at 3300 Pinecrest Rd NE, Tuscaloosa, AL 35404), and the person last assessing said property for state taxes being Donald Ray McDaniel, Betty Jean Blake and Kathy McDaniel, recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2009 at Page 6223, be, and it is hereby, fixed at \$16,925.25.

2. That this Resolution shall be mailed to Donald Ray McDaniel, Betty Jean Blake, Kathy McDaniel and William A. Engle 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 \$16,925.25 against the property at Deed Book 2009 at Page 6223.

RESOLVED AND DONE this 20th day of April, 2016.

TUSCALOOSA COUNTY COMMISSION


W. Hardy McCollum, Judge of Probate

ATTEST:


MELVIN VINES, County Administrator

APPROVED THIS THE 20th DAY OF April, 2016.

Ex 4-5

RESOLUTION NO. _____

**AMENDED 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. # 63-30-05-16-3-010-009.000 (which parcel is identified in tax records as being located at 3937 Shaw Drive, Tuscaloosa, AL 35404) for state taxes is Felicia Ingram, title to such real property having been vested in Felicia Ingram recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2003 at Page 20640;

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 \$13,963.24 and the cost of all legal advertising related thereto is \$186.00; 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. #63-30-05-16-3-010-009.000 (which parcel is identified in tax records as being located at 3937 Shaw Drive, Tuscaloosa, AL 35404), and the person last assessing said

Ex4-5

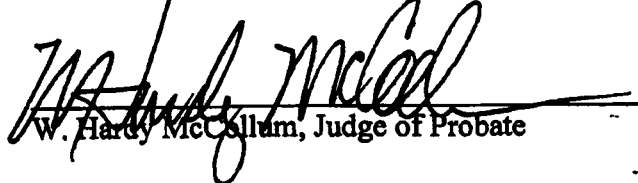
property for state taxes being Felicia Ingram, recorded in in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 2003 at Page 20640, be, and it is hereby, fixed at \$14,149.24.

2. That this Resolution shall be mailed to Felicia Ingram and Ocwen Loan Servicing, 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 \$14,149.24 against the property at Deed Book 2003 at Page 20640

RESOLVED AND DONE this 20th day of April, 2016.

TUSCALOOSA COUNTY COMMISSION


W. Hardy McCollum, Judge of Probate

ATTEST:


MELVIN VINES, County Administrator

APPROVED THIS THE 20th DAY OF April, 2016.

Ex 4-5

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. # 63-30-02-04-3-001-027.000 (which parcel is identified in tax records as being located at 3910 24th St NE, Tuscaloosa, AL 35404) for state taxes are Ira Jean Williams Gater and Towley, LLC title to such real property having been vested in Ira Jean Williams Gater and Towley, LLC, recorded in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 1996 at Page 1611;

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 \$19,222.13; and the cost of all legal advertising related thereto is \$188.00; and,

WHEREAS, the Alabama Code states that the cost of demolition 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 the demolition of the unsafe structure located on Tax Parcel I.D. #63-30-02-04-3-001-027.000 (which parcel is identified in tax records as being located at 3910 24th St NE, Tuscaloosa, AL 35404) and the person last assessing said property for state taxes being Ira

Ex 4-5

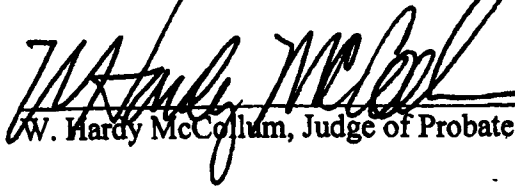
Jean Williams Gater and Towley, LLC, recorded in in the Office of the Judge of Probate of Tuscaloosa County in Deed Book 1996 at Page 1611, be, and it is hereby, fixed at \$19,410.13.

2. That this Resolution shall be mailed to Ira Jean Williams Gater and Towley, 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 \$19,410.13 against the property at Deed Book 1996 at Page 1611.

RESOLVED AND DONE this 20th day of April, 2016.

TUSCALOOSA COUNTY COMMISSION


W. Hardy McCollum, Judge of Probate

ATTEST:


MELVIN VINES, County Administrator

APPROVED THIS THE 20th DAY OF April, 2016.

Ex 4-5

H2 - 24040

Attachment 1

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

Commission District: 2

Proposed Project Description: TANNEHILL STATE PARK

APPROPRIATE FUNDS FROM
COMMISSIONER'S COMMUNITY DEVELOPMENT
FUND

Funding Amount Required: \$600

Commissioner Approval: Jerry M. Trigg Date: 4-6-16

Legal Counsel Review: _____ Date: _____

Finance Director Review & Disbursement: WM Cambs Date: 4-6-16

Ex 4-6

File
copy

Tuscaloosa County Park and Recreation
P. O. Box 2496
Tuscaloosa, AL 35403
(205) 562- 3220 FAX (205) 562-3224

Invoice

Date	Invoice No.
4/1/2016	5998

BILL TO:

Tuscaloosa County Commission
ATTN: Bill Lamb

Terms	P. O. No.
Net 30	

		25,000.00	25,000.00
Special Appropriation Summer Youth Employment program			
see attached			
If payment has been made, please contact the Accounting Dept. at 562-3220. Thank you!			
		Total	\$25,000.00

A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE ADDED TO ALL INVOICES NOT PAID
WITHIN 30 DAYS OF INVOICE DATE.

SRCE _____ Run # _____
Vendor # _____ PO # _____
Acct. # _____
Rec'd By _____ BK # _____
Approved For Payment _____

Please remit to: Tuscaloosa County Park & Recreation Authority
P. O. Box 2496
Tuscaloosa, AL 35403
(Include Invoice Number with each payment)

Ex4-7

Attachment 1

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

Commission District: Fau2

CENTRAL HIGH SCHOOL

Proposed Project Description: Central High Girls Basketball Program

DATE H2 Page 1
Vendor # 24045 for Basketball
Acct # _____
Paid By _____
see below
THROUGHT PER PAYMENT

Funding Amount Required: \$ 3,000.00

Commissioner Approval: *Rafael Wang* Date: 4/18/16

Legal Counsel Review: _____ Date: _____

Finance Director Review & Disbursement: Wm L. [Signature] Date: 4-20-16

Ex 4-8

Attachment 1

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

Commission District: Four

Proposed Project Description: SIPSEY VALLEY HIGH SCHOOL
Sipsey Valley Girls Basketball Program

SPICE H2 ^{D4} Girls
Vendor 23501 Basketball
Acct. # _____
Rec'd By _____ see below
Approved For Payment

Funding Amount Required: \$6,500.00

Commissioner Approval: [Signature] Date: 4/16/16

Legal Counsel Review: _____ Date: _____

Finance Director Review & Disbursement: [Signature] Date: 4-20-16

EX 4-8

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

Commission District: Four

Proposed Project Description: PARA
Senior Exercise Program

SPICE H2 D4
Vendor # 01998 Senior Exercise Program
Add'l # _____
Rec'd By _____
see below
Approved For Payment

Funding Amount Required: 1,500.00

Commissioner Approval: [Signature] Date: 4/18/16

Legal Counsel Review: _____ Date: _____

Finance Director Review & Disbursement: [Signature] Date: 4-20-16

Ex4-9