

TUSCALOOSA COUNTY COMMISSION
MEETING
MAY 6, 2020

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

- Stan Acker
- Jerry Tingle
- Mark C. Nelson
- Reginald Murray

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the minutes of April 22, 2020.

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission and the waiver request for Country Highlands, Phase 5, in District III.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to award the bid for right-of-way mowing to Lovin Contracting. Bid was opened May 4, 2020.

Exhibit 5-2, Pages

Upon request by Planning Director Farrington Snipes, Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a grant agreement between the Commission and ADECA on the Evanstown Road Water Extension Project; project number: CY-CM-PF-19-014.

Exhibit 5-3, Pages

Upon request by Planning Director Farrington Snipes, Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve formal amendments to project numbers DTR-12-09 and DTR-13-02 allocating Community Development Block Grant Funds for the Holt Community Sanitary Sewer Project, 2020.

Exhibit 5-4, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to grant a 90-day extension request to property managers of the public nuisance property at 6346 62nd Ave, District IV.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution to authorize demolition of the nuisance structure at 11702 Wedgewood Ln, District II.

Exhibit 5-5, Page

Upon request by County Attorney Robert Spence, Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to accept a settlement offer in the case of Crawford vs. Tuscaloosa County in the amount of \$75,000.00.

Upon request by Tax Collector Peyton Cochrane, Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution allowing the annual tax sale to be held in the Commission Chambers, the County Annex Auditorium, or on the Courthouse Steps.

Exhibit 5-6, Page

Upon request by Chief Deputy Byron Waid, Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Sheriff's Office to request bids for the replacement of the Windham Springs Radio Tower.

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 a funding request by the Tuscaloosa Education Foundation.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve a funding request to the Tuscaloosa Education Foundation for the Neighborhood Bridges program in the amount of \$4,000.00 (\$1,000.00 from each Commissioner's Community Development fund).

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss an appointment to the DCH Board of Directors. The Commission will reconvene following the executive session if an appointment is to be made.

Commissioner Jerry Tingle's motion to adopt and send a resolution to request the City of Tuscaloosa consider amending its sewer policy to allow businesses and other entities in the police jurisdiction onto the sewer service was seconded by Commissioner Reginald Murray. The motion failed on three-to-two vote with Commissioner Stan Acker, Commissioner Mark C. Nelson and Chairman Rob Robertson casting the NAY votes.

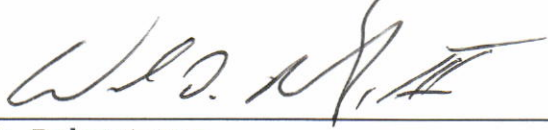
Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve Public Works to do road repair work and paving on the bus lanes at Englewood Elementary.

The Commission retired into Executive Session.

Following Executive Session, Chairman Rob Robertson called the Commission back to order.

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to reappoint Jim Harrison, III to the DCH Board of Directors. The term will expire June 30, 2026.

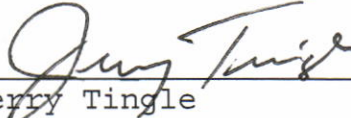
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 20, 2020.



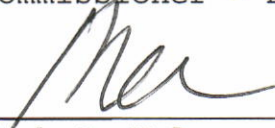
Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



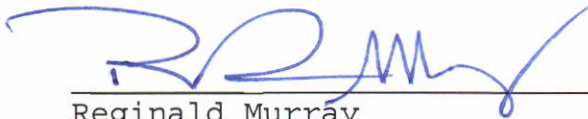
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

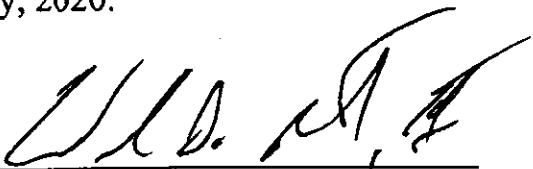
**Country Highlands
Phase 5**

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 6th day of May, 2020.



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



Melvin L. Vines
County Administrator

EX-5-1



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



Scott F. Anders, P.E.
County Engineer

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

**Country Highlands Phase 5
Subdivision Wavier Request
Tuscaloosa County Commission
April 22, 2020**

Commission District: 3
Owner: Triple J Companies, LLC
Engineer / Surveyor: Michael McGuire
Wavier Requested: Maximum length of a cul-de-sac.

Comments:

The developer is proposing a 14-lot development on approximately 11.10 acres. This development is proposing extending the Dairy Barn Road an additional 700 feet and constructing a cul-de-sac. The current road is 475 feet in length, therefore the total length of the road once completed will be approximately 1175 feet total. The County subdivision regulations state that cul-de-sac streets shall not exceed more than 600 feet in length.

The 2013 Subdivision Regulations state the following:

5-4-12 CUL-DE-SACS AND DEAD END STREETS

Dead end streets shall be provided with a turnaround having a right-of-way radius shall not be less than sixty (60) feet and a right-of-way diameter of one hundred twenty (120) feet. Cul-de-sac streets shall not exceed more than 600 feet in length.

The length of the cul-de-sac is approximately 1175 feet in length.

Ex B-1

**BID SUBMISSION SHEET
MOWING TUSCALOOSA COUNTY ROADS**

Description	Quantity	Unit	Unit Price	Bid Amount
1 st Mowing of Right-of-way	1	Lump Sum	<u>177,190.00</u>	<u>177,190.00</u>
OPTIONAL				
2 nd Mowing of Right-of-way	1	Lump Sum	<u>171,080.00</u>	<u>171,080.00</u>
Additional Roads	10	Mile	<u>150.00</u>	<u>\$1,500.00</u>
Bid Total				<u>\$ 349,770.00</u>


The Additional Road mileage quantity of 10 miles is an estimate; the bidder is requested to supply a unit price for mowing 1 additional mile of road and extending that unit price for 10 total miles in the Bid Amount.

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Lovin Contracting Company, Inc.

Mailing Address: P.O. Box 758 Robbinsville, NC 28771

Telephone: 828-479-9462

Name: Mitch Beasley 

Title: Chief Operations Officer

Date: 04/30/2020

EXS-2

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

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

Lovin Contracting Company, Inc. PO Box 758, Robbinsville, NC 28771, as Principal; and Merchants Bonding Company PO Box 14498, Des Moines, IA 50306, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Five percent of amount bid Dollars (\$ 5%) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Project: Right-of-Way Mowing Services
On County Roads and Other Specified Locations

NOW, THEREFORE,

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

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

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

EX-5-2

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 4th day of May, 2020, the name and corporate representative, pursuant to authority of its governing body.

Witness:

By: [Signature]

Principal:

Lovin Contracting Company (Seal)

By: B.K.L.

Title: President

Surety:

Merchants Bonding Company (Seal)

By: [Signature]

Title: Attorney-in-Fact

ATTEST:

By: James Richardson

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

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

EX-5-2

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

April 27, 2020

The Honorable Ward D. "Rob" Robertson, III
Chairman of Tuscaloosa County Commission
Post Office Box 20113
Tuscaloosa, Alabama 35402-0113

Dear Chairman Robertson:

RE: CDBG Project/Water
No. CY-CM-PF-19-014

I am pleased to enclose two copies of the above-referenced agreement. This agreement provides funding of \$235,990 for your Community Development Block Grant (CDBG) Program. Please sign both copies and return one copy to us; Attention: Shabbir Olla. **Please retain the second copy for your files.** The approved **CDBG Program Budget and the Release of Funds** are also enclosed for your **CDBG Program files**.

Please be aware, Alabama CDBG Intergovernmental Policy Letter 17, Revision 3, requires that construction contracts must be fully executed within 180 days of this letter.

If you have any questions about this agreement, please call Jeff Pinegar at (334)242-5451. Mr. Pinegar is the staff person assigned to you for technical assistance of a general nature. He will be pleased to help you with any questions or problems you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "K. W. Boswell", written over a horizontal line.

Kenneth W. Boswell
Director

KWB:WJP:tmn

Enclosures

cc: Farrington Snipes, Program Administrator
Accounting
Evelyn Terry

401 Adams Avenue • Suite 580 • P.O. Box 5690 • Montgomery, Alabama 36103-5690 • (334) 242-5100

received
04/28/2020

EX 5-3

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. **CY-CM-PF-19-014**

AGREEMENT

THIS AGREEMENT is effective as of this **20th** day of **November, 2019** by and between the **Tuscaloosa County Commission** (herein called "Subrecipient") and the Alabama Department of Economic and Community Affairs (herein called "ADECA" and "Pass-through Entity").

Subrecipient's Name: Tuscaloosa County Commission

Subrecipient's DUNS Number: 083749606

Federal Award Identification Number ("FAIN"): B-19-DC-01-0001

Federal Award Date: October 21, 2019

Subaward Period of Performance Start Date and End Date: The Start Date is the date first written above herein this Agreement, and the End Date is designated in the Subrecipient's Community Development Block Grant (CDBG) Local Program Implementation Schedule.

Amount of Federal Funds Obligated by this Agreement: \$235,990

Total Amount of Federal Funds Obligated to Subrecipient: \$235,990

Total Amount of Federal Award: \$235,990

Federal Award Project Description: The CDBG funds will be used to extend water to residents in Tuscaloosa County.

Name of Federal Awarding Agency: U. S. Department of Housing and Urban Development (HUD).

Pass-through Entity: Alabama Department of Economic and Community Affairs (ADECA).

Contact Information for Pass-through Entity's Official: Kenneth W. Boswell,
ADECA Director

Identification of Whether Subaward is Research and Development: No

Indirect Cost Rate for Federal Award: Not applicable to the Subrecipient.

1
received
04/28/2020 *[Signature]*

EX-5-3

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Community Development Block Grant (CDBG) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's CDBG Program administered by ADECA, under CDBG Project Number **CY-CM-PF-19-014** made to the Subrecipient from the federal award (FAIN **B-19-DC-01-0001**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383), authorized by the Letter of Conditional Commitment. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or HUD, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the HUD CDBG Program Regulations published at 24 CFR Part 570, Subpart I, and State Policies; (4) the State's One-Year Annual Action Plan developed for the CDBG Program (the State's federal grant application) that is submitted to and approved by HUD, including any assurances, certifications, maps, schedules, and other submissions; and (5) the following General Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383), or the HUD CDBG Program Regulations published at 24 CFR Part 570, Subpart I, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.

2. "Applicant" means the entity designated as such in the Letter of Conditional Commitment and herein as the Subrecipient.

3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Conditional Commitment.

4. "Assurances", when capitalized, means the certifications and assurances submitted with the Subrecipient's Application pursuant to the requirements of 24 CFR Part 570, Subpart I.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the federal grant awarded from the federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN B-19-DC-01-0001.

7. "Letter of Conditional Commitment" means the letter to the Subrecipient from ADECA confirming approval of the Subrecipient's Application and setting forth requirements which shall be satisfied by the Subrecipient prior to execution of this Agreement.

8. "Local Program Implementation Schedule" means ADECA's CDBG Local Program Implementation Schedule form that is completed and signed by the Subrecipient's authorizing official and submitted to ADECA as part of the Subrecipient's response to the Letter of Conditional Commitment, and that sets forth the proposed start dates and completion dates for the work activities and administrative services described on that form. The Local Program Implementation Schedule may be amended from time to time throughout the period of this Agreement, as requested by the Subrecipient and as approved by ADECA.

9. "Principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

10. "Program" means the Community Development Block Grant (CDBG) Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

11. "State" means the State of Alabama.

12. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this CDBG project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA, and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.
2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.
3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

C. CHANGES

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.
2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the CDBG project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be on a standard ADECA "CDBG Budget/Final Financial Report" form and approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so

hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

E. TIME OF PERFORMANCE

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Conditional Commitment. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Local Program Implementation Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Local Program Implementation Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

1. ADECA and the Subrecipient have agreed upon a total payment of CDBG funds not to exceed **\$235,990**.

2. The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) "CDBG Budget/Final Financial Report." Payment of funds are subject

to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **November 20, 2019** under the Letter of Conditional Commitment of State CDBG funds for CDBG Project Number **CY-CM-PF-19-014** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out CDBG grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or HUD, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. In addition to the above clauses, the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement.

G. CLOSEOUT PROCEDURES

On or after the completion date stated in the Local Program Implementation Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established CDBG Program closeout procedures when closing the CDBG project under this Agreement. The Subrecipient may access ADECA's CDBG Program closeout documents from the ADECA Community and Economic Development Division's CDBG Program staff and on the ADECA website at www.adeca.alabama.gov.

H. RECORD RETENTION

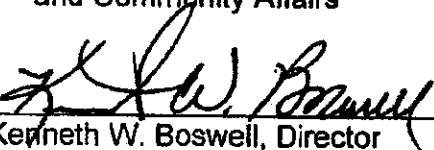
1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the CDBG project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to HUD, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to HUD (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include HUD) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's CDBG Program record

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

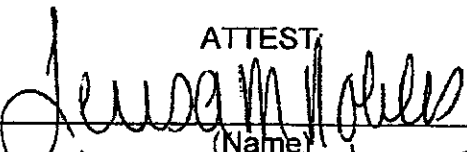
ADECA

Alabama Department of Economic
and Community Affairs


Kenneth W. Boswell, Director

4/21/20
(Date)

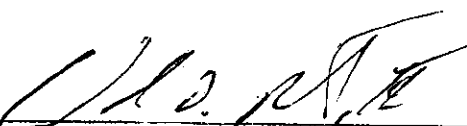
ATTEST:


(Name)
Admin. Asst. II
(Title)

4/21/20
(Date)

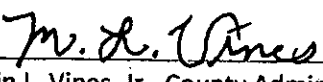
SUBRECIPIENT

Tuscaloosa County Commission


Ward D. "Rob" Robertson, III, Chairman
Tuscaloosa County Commission
May 06, 2020

(Date)

ATTEST:

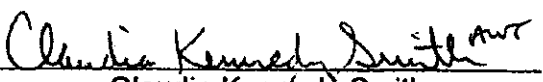

Melvin L. Vines, Jr., County Administrator
Tuscaloosa County Commission

(Title)

May 06, 2020

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.


Claudia Kennedy Smith
General Counsel for ADECA

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

(AMENDMENT NO. 1
to AGREEMENT Number
DTR-12-09)

AMENDMENT

THIS AMENDMENT to Agreement Number DTR-12-09 is effective as of the 1st day of April, 2020, between the Tuscaloosa County Commission (herein and in the original Agreement referred to as the Recipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA).

The parties hereto do mutually agree to amend Agreement Number DTR-12-09 dated January 15, 2013, for the purpose of reopening and providing additional funds to the Holt Community Sewer Activity. The contract amount is increased by \$170,000.00 from \$1,899,477.23 to \$2,069,477.23. The additional funds must be expended by March 31, 2021.

All other provisions of the original Agreement shall remain in full force and effect.


ADECA

Alabama Department of Economic and
Community Affairs


Kenneth W. Boswell, Director

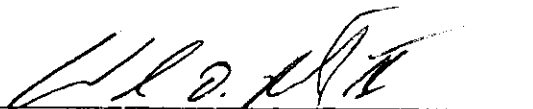
4/23/20
(Date)

ATTEST:


(Name)
Admin. Asst. II
(Title)
4/23/20
(Date)

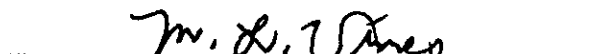
RECIPIENT

Tuscaloosa County Commission

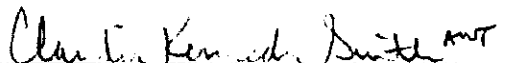

Ward D. "Rob" Robertson, III, Chairman
Tuscaloosa County Commission

May 06, 2020
(Date)

ATTEST:


Melvin L. Vines, Jr., County Administrator
Tuscaloosa County Commission
(Title)
May 06, 2020
(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.


Claudia Kennedy Smith
ADECA Legal Section

received
04/24/2020

ex 5-4

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

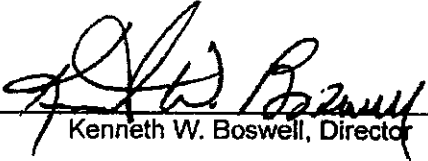
(AMENDMENT NO. 4
to AGREEMENT Number
DTR-13-02)

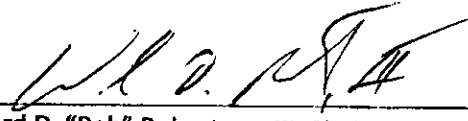
AMENDMENT

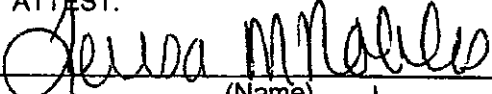
THIS AMENDMENT to Agreement Number **DTR-13-02** is effective as of the **1st day of April, 2020**, between the Tuscaloosa County Commission (herein and in the original Agreement referred to as the Recipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA).

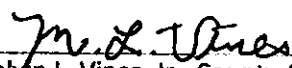
The parties hereto do mutually agree to amend Agreement Number DTR-13-02 dated December 16, 2013, for the purpose of reopening and providing additional funds to the Holt Community Sewer Activity. The contract amount is increased by \$830,000.00 from \$7,338,230.00 to \$8,168,230.00. The additional funds must be expended by March 31, 2021.

All other provisions of the original Agreement shall remain in full force and effect.

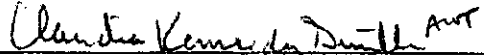
ADECA
Alabama Department of Economic and Community Affairs

Kenneth W. Boswell, Director
4/23/20
(Date)

RECIPIENT
Tuscaloosa County Commission

Ward D. "Rob" Robertson, III, Chairman
Tuscaloosa County Commission
May 06, 2020
(Date)

ATTEST:

(Name)
Admin. Asst. II
(Title)
4/23/20
(Date)

ATTEST:

Melvin L. Vines, Jr., County Administrator
Tuscaloosa County Commission
(Title)
May 06, 2020
(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.


Claudia Kennedy Smith
ADECA Legal Section

received
04/24/2020

EX 5-4

RESOLUTION ORDERING DEMOLITION OF UNSAFE STRUCTURE

WHEREAS, pursuant to Sections 34-14A-12(c) and 11-53A-20, et seq., Code of Alabama (1975), as amended, the appropriate County official of Tuscaloosa County has found that the following building, structure, or part thereof, or party wall or foundation, in Tuscaloosa County, is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

**PARCEL I.D. # 63-29-03-05-0-002-005.027
(11702 Wedgewood Lane, Cottondale, Alabama 35453)**

WHEREAS, all appropriate notifications and time periods have been complied with by the appropriate County official for Tuscaloosa County; and

WHEREAS, on the 6th day of May, 2020, a public hearing was held by the Tuscaloosa County Commission, at which time the appropriate County official for Tuscaloosa County appeared and set forth reasons for his findings.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Tuscaloosa County, Alabama, as follows:

1. That the Tuscaloosa County Commission finds that the building, structure, or part thereof, or party all or foundation, located in Tuscaloosa County, to-wit: Parcel ID# 63-29-03-05-0-002-005.027 (11702 Wedgewood Lane, Cottondale, Alabama 35453) is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.

2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53A-20, et seq., Code of Alabama (1975), as amended.

3. The provisions of this Resolution are separable. If any part or parts of this Resolution are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.

4. This Resolution expressly does not repeal any other resolutions of the Tuscaloosa County Commission.

5. This Resolution shall become effective immediately upon execution or otherwise becoming law.

Ex 5-5