

TUSCALOOSA COUNTY COMMISSION

MEETING

JULY 6, 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

The County Commission agreed to go into Executive Session prior to the end of this meeting to discuss appointments to the Tuscaloosa County Library Board.

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution to exempt certain "covered items" from the county sales and use tax during the first full weekend of August, 2016, (August 5-7, 2016), as authorized by Act 2006-574, generally referred to as the State Sales Tax Holiday Legislation.

Exhibit 7-1, Page

Chairman W. Hardy McCollum presented Tuscaloosa County Chief Deputy Loyd Baker a thirty year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to renew the bid for mosquito chemical to Univar for one year.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss a funding agreement for an ATRIP project on Daffron Road.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding agreement for the Daffron Road ATRIP project.

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 May 2016.

Exhibit 7-2, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the "Insolvents, Errors and Taxes in Litigation for 2015 and Uncollected Insolvents and Taxes in Litigation for Previous Years" report, as prepared by Tax Collector Peyton Cochrane.

Exhibit 7-3, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve a resolution and an agreement formalizing the agreement with the City of Northport for the space provided in the Northport City Hall/Civic Center Complex for the Tuscaloosa County License Office to be an Annex of the Tuscaloosa County Courthouse.

Exhibit 7-4, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to vacate May Lane.

Exhibit 7-5, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to grant a 90 day extension to the property owner of 4511 Highpoint Drive.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to accept and award the low bids as attached on the County Jail and Annex roofing projects. The lowest bidding firms were Standard Roofing of Montgomery, Inc for the Jail buildings and Deason Inc for the Annex buildings.

Exhibit 7-6, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a contract with Lee Helms Associates, LLC to conduct a Hazardous Materials Emergency Preparedness Grant program training session as outlined as attached.

Exhibit 7-7, Pages

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request in the amount of \$2,500.00 each to the Wiley Volunteer Fire Department and the Nicol Volunteer Fire Department for a total of \$5,000.00 from the District 1 discretionary fund.

Exhibit 7-8, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to declare a 2007 Ford Expedition (VIN: 1FMFK16507LA65030) from the Sheriff's Department fleet as surplus and sell it to the Duncanville Volunteer Fire Department at a cost of \$1,000.00.

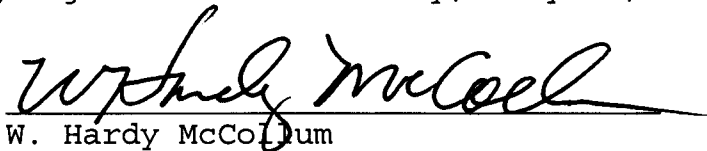
Exhibit 7-9, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Engineering Department to work with PARA to pave two grassy areas at the Bobby Miller Activity Center to be used for parking. PARA will reimburse the County from funds remaining in the Bobby Miller Center upgrade budget.

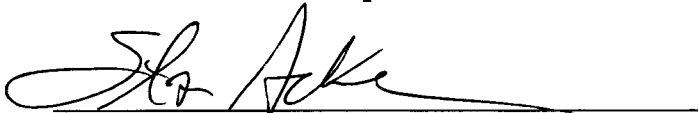
Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request in the amount of \$40,100.00 from the District 4 discretionary fund for two storage rooms at the Sipsey Valley High School.

Exhibit 7-10, Pages

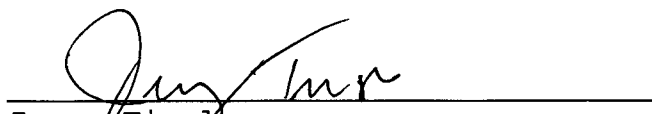
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 20, 2016.



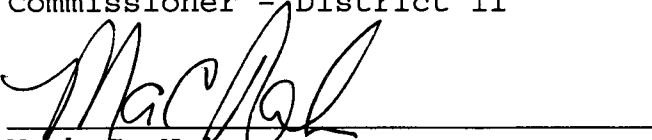
W. Hardy McColm
Judge of Probate and Chairman
Tuscaloosa County Commission



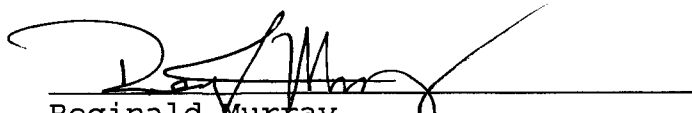
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

RESOLUTION TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE COUNTY SALES AND USE TAX DURING THE FIRST FULL WEEKEND OF AUGUST, 2016, AS AUTHORIZED BY ACT 2006-574, GENERALLY REFERRED TO AS THE STATE SALES TAX HOLIDAY LEGISLATION.

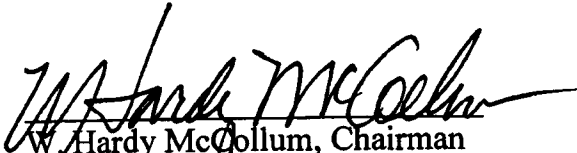
WHEREAS, Act 2006-574 enacted by the Alabama Legislature during the 2006 Regular Session, provides for a State Sales Tax Holiday, and provides that counties and municipalities may join with the state in exempting certain items from sales and use taxes; and

WHEREAS, the Tuscaloosa County Commission has determined that it is in the best interest of the citizens of Tuscaloosa County to exempt school supplies from sales and use taxes as provided for by law.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission that all "covered items" shall be exempt from any county sales and use tax during the same period, beginning at 12:01 a.m. on the first Friday in August 2016 (August 5, 2016) and ending at twelve midnight the following Sunday (August 7, 2016), subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2006-574, except that the time period shall only be as specified above and not for all years thereafter.

BE IT FURTHER RESOLVED that a certified copy of this resolution be immediately forwarded to the Alabama Department of Revenue to be recorded and posted on the Department website.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 14th day of July, 2016.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator



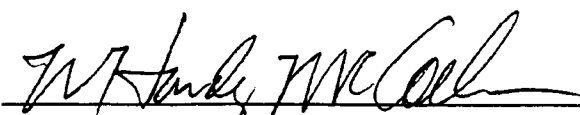
Ex 7-1


MONTH OF: **MAY, 2016**

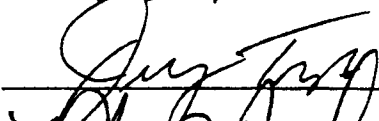
	FUND	CHECK NUMBERS	AMOUNT
001	GENERAL FUND	29126-29545	\$5,459,087.33
	SPECIAL SALES TAX		
112	ROAD & BRIDGE	9142-9316	\$2,267,597.82
116	CAPITAL IMPROVEMENT		
117	RRR GAS TAX		
120	REAPPRAISAL	2911-2934	\$1,189,848.14
160	COMMUNITY DEVELOP	1733-1736	\$388,748.96
710	PAYROLL-CHECKS	94941-94982	\$1,515,736.03
		60968-61048	\$85,704.84
	PAYROLL-DIR DEP	14162-15081	\$1,118,946.53
720	EXCESS LAND SALES	420-425	\$99,039.60
730	FIDUCIARY		
750	PISTOL PERMIT	9347-9381	\$16,161.62
780	E911	5474-5510	\$253,533.61
781	GAS TAX BONDING		
783	GENERAL LIABILITY		
783	WORKMEN'S COMP	153	\$3,216.85
783	HEALTH INSURANCE		
784	TAX COLL SPECIAL		
785	TAX ASSR SPECIAL		
786	MFG HOMES		
787	MOTOR VEH TRAINING		
			<hr/> \$12,397,621.33

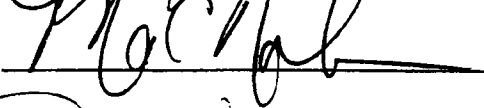
CHECKED BY: 
WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

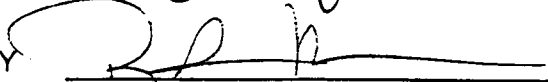
APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM 

COMMISSIONER, STAN ACKER 

COMMISSIONER, JERRY TINGLE 

COMMISSIONER, MARK C. NELSON 

COMMISSIONER, REGINALD MURRAY 

EX 7-2

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2015 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Tuscaloosa County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 6th day of July, 2016, Peyton C. Cochrane, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2015, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes—General -----	\$ <u>1923.40</u>
—Soldier-----	\$ <u>769.36</u>
—School -----	\$ <u>2308.08</u>
Errors in Assessments: State Taxes—General -----	\$ <u>167705.00</u>
—Soldier-----	\$ <u>67082.00</u>
—School-----	\$ <u>201246.00</u>
Taxes in Litigation: State Taxes—General -----	\$ <u>2077.25</u>
—Soldier-----	\$ <u>830.90</u>
—School -----	\$ <u>2492.70</u>

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20____, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes—General -----	\$ <u>1647.50</u>
—Soldier -----	\$ <u>659.80</u>
—School -----	\$ <u>1977.00</u>

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
<u>2014 Litigations Remaining</u> \$	<u>1468.50</u>	\$ <u>587.40</u>	\$ <u>1762.20</u>
<u>2013 Litigations Remaining</u> \$	<u>822.20</u>	\$ <u>328.88</u>	\$ <u>986.64</u>
<u>2012 Litigations Remaining</u> \$	<u>700.05</u>	\$ <u>280.02</u>	\$ <u>840.06</u>
<u>2011 Litigations Remaining</u> \$	<u>780.50</u>	\$ <u>312.20</u>	\$ <u>936.60</u>

Given under my hand this 6th day of July, 2016

W. Andy McCollum
Residing Officer

Name					
2004 Remaining	Receipt	State	State	State	State
	Number	General	Soldier	School	Total
One Price Clothing Inc., et al 63-5600-P01-009342	57838	4.25	1.70	5.10	11.05
Gross Total 2004 Remaining		4.25	1.70	5.10	11.05
Less Homestead Exemptions (County H/S 10.5 M)		0.00	0.00	0.00	0.00
Total 2004 Remaining		4.25	1.70	5.10	11.05
2006 Remaining	Receipt	State	State	State	State
	Number	General	Soldier	School	Total
Wimberly, Moses Jr. Etux Rose Marie 63-31-09-29-4-005-018.006	91401	37.80	15.12	45.36	98.28
Wimberly, Moses Jr. Etux Rose Marie 63-31-09-29-4-005-018.006 (hmstd)	91401	(10.00)	(4.00)	(12.00)	(26.00)
Gross Total 2006 Remaining		37.80	15.12	45.36	98.28
Less Homestead Exemptions (County H/S 10.5 M)		(10.00)	(4.00)	(12.00)	(26.00)
Total 2006 Remaining		27.80	11.12	33.36	72.28
2007 Remaining	Receipt	State	State	State	State
	Number	General	Soldier	School	Total
Dwight A. Gaines Enterprises Inc. 63-1700-P01-013033	25025	20.20	8.08	24.24	52.52
Gross Total 2007 Remaining		20.20	8.08	24.24	52.52
Less Homestead Exemptions (County H/S 10.5 M)		0.00	0.00	0.00	0.00
Total 2007 Remaining		20.20	8.08	24.24	52.52
2008 Remaining	Receipt	State	State	State	State
	Number	General	Soldier	School	Total
Dwight A. Gaines Enterprises Inc. 63-1700-P01-013033	25555	20.20	8.08	24.24	52.52
Idleaire Technologies Corp. 63-7299-P01-023935 (2008 Tax Year)	43433	267.19	106.88	320.63	694.70
Gross Total 2008 Remaining		287.39	114.96	344.87	747.22
Less Homestead Exemptions (County H/S 10.5 M)		0.00	0.00	0.00	0.00
Total 2008 Remaining		287.39	114.96	344.87	747.22
2009 Remaining	Receipt	State	State	State	State
	Number	General	Soldier	School	Total
Alabama Asphalt Haulers, LLC 63-7299-P01-021942	1109	381.15	152.46	457.38	990.99
Stevens, Hugh A. Jr. etux Mildred 63-37-06-13-0-001-011.014	89276	4.40	1.76	5.28	11.44
Stevens, Hugh A. Jr. etux Mildred 63-37-06-13-0-001-011.002	89277	52.25	20.90	62.70	135.85
Stevens, Hugh A. Jr. etux Mildred 63-37-06-13-0-001-011.002 (hmstd)	89277	(10.00)	(4.00)	(12.00)	(26.00)
Stevens, Hugh A. Jr. etux Mildred 63-37-06-13-0-001-011.006	89278	0.25	0.10	0.30	0.65
Sunbridge Capital Inc. 63-9900-P01-024948	90885	35.40	14.16	42.48	92.04
Gross Total 2009 Remaining		473.45	189.38	568.14	1,230.97
Less Homestead Exemptions (County H/S 10.5 M)		(10.00)	(4.00)	(12.00)	(26.00)
Total 2009 Remaining		463.45	185.38	556.14	1,204.97
2010 Remaining	Receipt	State	State	State	State
	Number	General	Soldier	School	Total
Burns, Kenneth L etux Scherlynnne 63-34-06-14-0-000-003.010	13905	49.40	19.76	59.28	128.44
Burns, Kenneth L etux Scherlynnne 63-34-06-14-0-000-003.010 (hmstd)	13905	(10.00)	(4.00)	(12.00)	(26.00)
Cabe Taylor & Taylor (Bk= Taylor, Michael R) 63-5850-P01-026213	15084	58.75	23.50	70.50	152.75
S. E. Architectural Woodworks Co., Inc. 63-3900-P01-018703	81620	188.60	75.44	226.32	490.36
Stevens, Hugh A. etux Mildred K. 63-37-06-13-0-001-011.014	90062	4.40	1.76	5.28	11.44
Stevens, Hugh A. etux Mildred K. 63-37-06-13-0-001-011.002	90063	52.25	20.90	62.70	135.85
Stevens, Hugh A. etux Mildred K. 63-37-06-13-0-001-011.002 (hmstd)	90063	(10.00)	(4.00)	(12.00)	(26.00)
Stevens, Hugh A. etux Mildred K. 63-37-06-13-0-001-011.006	90064	0.25	0.10	0.30	0.65
Willow On Main, LLC 63-5992-P01-017281 (Bnk = Hebert, Ronald)	105716	2.95	1.18	3.54	7.67
Gross Total 2010 Remaining		356.60	142.64	427.92	927.16
Less Homestead Exemptions (County H/S 10.5 M)		(20.00)	(8.00)	(24.00)	(52.00)
Total 2010 Remaining		336.60	134.64	403.92	875.16

Ex 7-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**A RESOLUTION AUTHORIZING THE CHAIRMAN
TO EXECUTE AN AGREEMENT TO DESIGNATE SPACE
AT NORTHPORT CITY HALL/CIVIC CENTER COMPLEX
AS LICENSE OFFICE ANNEX**

WHEREAS, Section 11-3-11(a)(1), Code of Alabama (1975) authorizes the County Commission to designate the location of offices for officers conducting county business; and


WHEREAS, the License Commissioner has found it expedient to operate a satellite office in the Northport City Hall/Civic Center Complex for several years, providing convenient access to the services his office provides to residents in the northern part of the county; and

WHEREAS, the Northport City Council has provided space for the office on mutually agreeable terms, and the City and County wish to formalize the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission that the Northport City Hall/Civic Center Annex is deemed to be an annex of the Tuscaloosa County Courthouse for the purpose of housing an office of the License Commissioner, and that the chairman is authorized to execute an agreement with the City of Northport for the use of the space designated by the City for this purpose.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name on its behalf by its Chairman on this the 15th day of June, 2016.

Ex 7-4


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

EX 7-4

STATE OF ALABAMA
TUSCALOOSA COUNTY

**AGREEMENT TO PROVIDE SPACE FOR
A TUSCALOOSA COUNTY COURTHOUSE ANNEX
IN THE NORTHPORT CITY HALL/CIVIC CENTER COMPLEX**

WHEREAS, For the past several years, Tuscaloosa County has staffed an office providing certain County Services in the Northport City Hall/Civic Center Complex for the benefit and convenience of Northport residents and Tuscaloosa County residents living in the northern part of Tuscaloosa County; and

WHEREAS, Northport has provided this space to Tuscaloosa County at no cost for services previously provided for Tuscaloosa County residents only in the Tuscaloosa County Courthouse and Tuscaloosa County Courthouse Annex, both located in the City of Tuscaloosa; and

WHEREAS, Northport and Tuscaloosa County wish to formalize this Agreement to provide Tuscaloosa County Courthouse services in the City of Northport, **THE CITY OF NORTHPORT** (hereinafter "Northport") **AND TUSCALOOSA COUNTY** (hereinafter "County") (jointly hereinafter "The Parties") **HEREBY AGREE AS FOLLOWS:**


1. Northport and County shall mutually agree what area or areas in the Northport City Hall/Civic Center Building, located at 3500 McFarland Blvd. North, shall be used by the County as a Tuscaloosa County Courthouse Annex.
2. This space shall be provided by Northport to the County at no cost to the County. Northport shall pay all utilities used by the County at the Northport location. The County shall pay all costs of County employees while those County employees are working at the Northport location.
3. Which County Services normally provided only at the Tuscaloosa County Courthouse and/or Tuscaloosa County Courthouse Annex located in Tuscaloosa, Alabama are provided by the County at the Northport location shall be at the sole decision of the County.
4. The County shall, to the extent allowed by law, indemnify and hold harmless the City of Northport for any acts or omissions of County Employees working at the Northport location resulting in damages.

EX-7-4

5. County employees working at the Northport location shall remain employees of Tuscaloosa County and are not employees of the Northport.
6. This Agreement shall be for a period of one (1) year from the date on which this Agreement is signed by the parties.
7. This Agreement shall renew automatically each year for an additional one (1) year term unless one of the parties to this Agreement notifies the other in writing at least ninety (90) days prior to the automatic renewal that the party does not intend to extend the agreement at the end of the then existing term of the Agreement. Any such notice shall be addressed to the Chairman of the Tuscaloosa County Commission, with a copy to the County's Attorney or to the Mayor of the City with a copy to the City's Attorney.

AGREED THIS 6th DAY OF JULY, 2016

TUSCALOOSA COUNTY, ALABAMA


W. Hardy McCollum, Chairman,
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

CITY OF NORTHPORT, ALABAMA

Bobby Herndon, Mayor
City of Northport

ATTEST:

Charles Swann, City Administrator

Ex 7-4

ROBERT W. MONFORE
ATTORNEY AT LAW
P.O. BOX 20530
TUSCALOOSA, ALABAMA 35402
(205) 750-8102 • FAX (205) 750-8120

May 27, 2016

Mr. Robert M. Spence
Rosen Harwood
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, AL 35401

RE: Vacation of County Road – May Lane

Dear Robert:

Enclosed please find an original executed Declaration of Vacation and Resolution regarding the above vacation of county road, May Lane. The two property owners affected by the May Lane vacation are Charles E. May and Albert W. May, III.

Charles May executed the document at my office and his signature was duly notarized; however, Albert May was unable to sign before a notary but did secure two witnesses.

Please review and get this put on the agenda for consideration by the county commission. Mike Henderson at the county engineering office requested I complete the forms and deliver them to you. He indicated that Commissioner Acker is okay with the vacation.

If you have any questions do not hesitate to call; otherwise, I look forward to hearing from you regarding the date and time of the hearing.

Sincerely,



Robert W. Monfore

RWM/sb

cc: Charles E. May
Albert W. May, II

Ex 7-5

This instrument was prepared by:

Robert W. Monfore
Attorney at Law
P.O. Box 20530
Tuscaloosa, AL 35402
Telephone: (205) 750-8102

SOURCE OF TITLE:

Book _____ Page _____

STATE OF ALABAMA §
 §
COUNTY OF TUSCALOOSA §

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the undersigned are the owners of all of the land abutting a road right-of-way, or portion thereof, located in Tuscaloosa County, Alabama, which is more particularly described herein; and

WHEREAS, the owners desires to vacate the road right-of-way as provided under Sec. 23-4-20 of the Code of Alabama, 1975; and

WHEREAS, the vacation of the portion of the road right-of-way will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the public in any way; and

WHEREAS, the road right-of-way is within the County of Tuscaloosa and assent to the vacation of the right-of-way has been obtained from the Tuscaloosa County Commission, as evidenced by a resolution adopted by the Commission at a regular meeting thereof, a certified copy of which is set hereinbelow;

NOW, THEREFORE, pursuant to the provisions of Sec. 23-4-20 of the Code of Alabama, 1975, the Owners do hereby declare the following portion of the road right-of-way to be vacated:

Mary Lane located in a Resurvey of Lot 1, Lot 1 Ramsey Place No. 1; Plat Book 19, Page 34; and unplatted land Part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 10 West, Tuscaloosa County, Alabama.

Exp-5

IN WITNESS WHEREOF, the Owner(s) has (have) hereunto set their hand(s) and seals on this the 20th day of May, 1993. 2046

OWNER(S):

Charles E. May
CHARLES E. MAY

OWNER(S):

Albert W. May III
ALBERT W. MAY III

WITNESSETH:

Elizabeth R. May
Boris E. May

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

Before me, the undersigned authority, in and for said County and State, personally appeared Charles E. May

whose name as owner(s) is(are) signed to the foregoing instrument, and who is(are) known to me, acknowledged before me on this day, being informed of the contents of the instrument, he(she)(they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 20th day of May, ~~1993~~ 2016.

My Commission Expires:

09/22/2019

Stephanie Hargfield
Notary Public in and for the
State of Alabama at Large

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

Before me, the undersigned authority, in and for said County and State, personally appeared Albert W. May, III

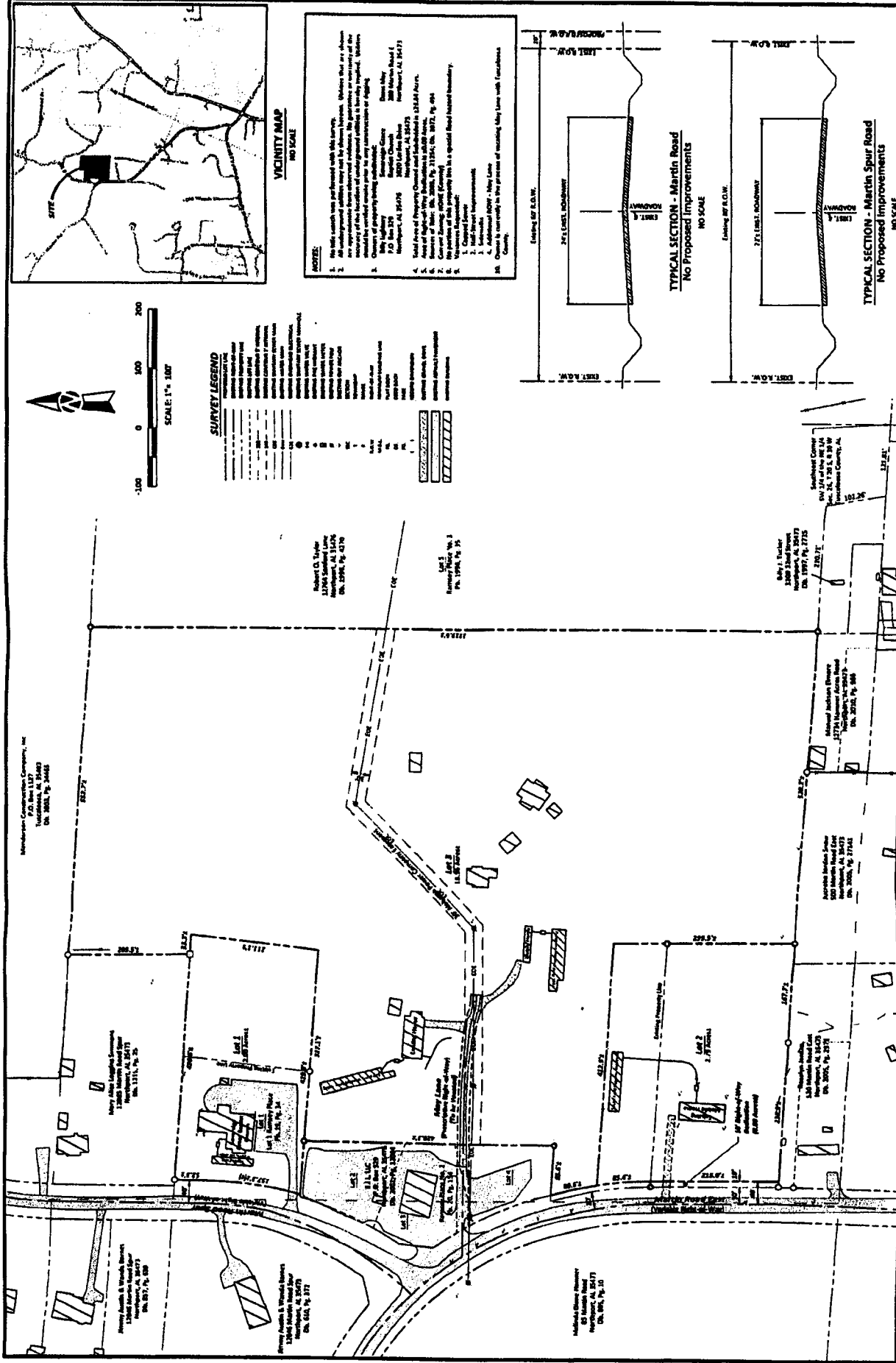
whose name as owner(s) is(are) signed to the foregoing instrument, and who is(are) known to me, acknowledged before me on this day, being informed of the contents of the instrument, he(she)(they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the _____ day of May, ~~1993~~ 2016.

My Commission Expires:

Notary Public in and for the
State of Alabama at Large

Ex 7-5



WALKER ASSOCIATES, INC.
ENGINEERING, PLANNING, AND SURVEYING
917 22nd Avenue - Suite 8
Tuscaloosa, AL 35401
P (205) 561-3776 | F (205) 561-3779
www.walkerass.com

Ramsey Place Resurvey Preliminary Subdivision Plat
A Resurvey of Lot 1, Lot 1 Ramsey Place No. 1; Ph. 19, Pg. 34; and unplatted land Part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 10 West Tuscaloosa County, Alabama

PRELIMINARY
(NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION)

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Drawn By: E.M.H.

Checkd By: S.G.F.

Date Drawn: 05/16/16

Date Surveyed: 05/16

Scale: 1" = 100'

Job No.: 16-152

File Name: 16162 Survey.dwg

EX-13

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

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, the foregoing Declaration of Vacation has been duly presented by those persons or entities signed thereto, hereinafter sometimes called the Owner, alleging that they own all of 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 the County of Tuscaloosa, 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 has been requested and is desired by the Owner; and

WHEREAS, it appears to the Tuscaloosa County Commission that the vacation of the 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 and egress 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 BOARD, as follows:

That the assent of Tuscaloosa County Commission be, and the same hereby is, given to the vacation of the following described portion of the road right-of-way which is located in Tuscaloosa County, Alabama:

Mary Lane located in a Resurvey of Lot 1, Lot 1 Ramsey Place No. 1; Plat Book 19, Page 34; and unplatted land Part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 20 South, Range 10 West, Tuscaloosa County, Alabama.

Ex 7-5

BE IT FURTHER RESOLVED that the County Administrator of the Tuscaloosa County Commission be, and he hereby is, authorized to present a copy of this Resolution, duly certified as correct by the County Administrator of Tuscaloosa County, the officer in charge of the records of the County, to the above named parties, in order that it may be attached to and filed and recorded with their legal Declaration of Vacation of the described portion of road right-of-way.

CERTIFICATION

I, Melvin Vines, County Administrator 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 _____ of _____, 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 Commission.

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

Melvin Vines, County Administrator

THIS DOCUMENT PREPARED BY:

ROBERT W. MONFORE
Attorney at Law
P.O. Box 20530
Tuscaloosa, AL 35402
Telephone: (205) 750-8102

EX 7-5

2016 REROOFING BIDS FOR TUSCALOOSA COUNTY COURTHOUSE ANNEXES & JAILS

TUSCALOOSA COUNTY JAIL:

STANDARD ROOFING OF MONTGOMERY, INC -----	\$545,275.00
ACME ROOFING & SHEET METAL CO. INC -----	\$661,000.00
GKL COMPANIES INC -----	\$695,900.00
FREEMAN SHEET METAL INC -----	\$931,376.00
DEASON INC -----	NO BID
JOHNS AND KIRKSEY, INC -----	NO BID

DETENTION CENTER: METRO JAIL:

STANDARD ROOFING OF MONTGOMERY, INC -----	\$201,443.00
GKL COMPANIES INC -----	\$245,000.00
FREEMAN SHEET METAL INC -----	\$468,479.00
DEASON INC -----	NO BID
JOHNS AND KIRKSEY, INC -----	NO BID
ACME ROOFING & SHEET METAL CO. INC -----	NO BID

ANNEX BUILDING 1 AND 2A: (Annex & Fuel Station)

DEASON INC -----	\$130,141.00
GKL COMPANIES INC -----	\$139,000.00
FREEMAN SHEET METAL INC -----	\$154,702.00
ACME ROOFING & SHEET METAL CO. INC -----	\$167,000.00
STANDARD ROOFING OF MONTGOMERY, INC -----	\$193,092.00
JOHNS AND KIRKSEY, INC -----	\$198,000.00

ANNEX BUILDING 2: (County Extension Service)

DEASON INC -----	\$88,663.00
STANDARD ROOFING OF MONTGOMERY, INC -----	\$98,414.00
FREEMAN SHEET METAL INC -----	\$110,939.00
ACME ROOFING & SHEET METAL CO. INC -----	\$113,000.00
GKL COMPANIES INC -----	\$118,000.00
JOHNS AND KIRKSEY, INC -----	\$220,000.00

Total Contracts Bid Separately: ----- \$965,522.00

Ex 7-6

TOTAL FOR ALL FOUR BUILDINGS IF AWARDED TO ONE CONTRACTOR:

STANDARD ROOFING OF MONTGOMERY, INC -----	\$985,075.00
GKL COMPANIES INC -----	\$1,195,000.00
FREEMAN SHEET METAL INC -----	\$1,651,514.00
DEASON INC -----	NO BID
JOHNS AND KIRKSEY, INC -----	NO BID
ACME ROOFING & SHEET METAL CO. INC -----	NO BID



STATE OF ALABAMA)
TUSCALOOSA COUNTY)

Agreement for Professional Services

THIS AGREEMENT made this _____ day of _____, 2016, by and between the Tuscaloosa County Commission ("County") and LEE HELMS ASSOCIATES, L.L.C., ("Consultant").

WITNESSETH:

WHEREAS, the Consultant has an extensive background in emergency operations planning, response, recovery, training, and exercising, Homeland Security Planning and Risk Assessments, E-911 development, planning and implementation and based on this background, is capable of providing professional consulting services for conducting an exercise for the Homeland Security Exercise and Evaluation Program (HSEEP) for the Tuscaloosa County Emergency Management Agency, a department of the Tuscaloosa County Commission, and

WHEREAS, the Tuscaloosa County Commission requires such consulting services, and

WHEREAS, the Tuscaloosa County Commission is in need of the services provided by the Consultant, and

WHEREAS, the County and the Consultant desire to enter into this Agreement under which the Consultant shall provide such services for the Tuscaloosa County Commission as are set forth herein.

NOW THEREFORE, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES. The Consultant will conduct one HSEEP exercise for the Hazardous Materials Emergency Preparedness (HMEP) Grant Program to include the following tasks:

- a) Organize and meet with an exercise development committee consisting of local responders and city/county officials
- b) Conduct three planning meetings
- c) Develop exercise plan
- d) Conduct, evaluate, and critique the exercise. Consultant will conduct three days of combined tabletop exercises which will be multi-agency, multijurisdictional in nature and conducted at one location involving relative stakeholders of Tuscaloosa, Shelby, and Jefferson County EMAs, response agencies, and their respective Homeland Security Regional responders, providing the venue and all necessary supporting elements to conduct the exercise.
- e) Complete combined comprehensive After-Action Report (AAR)
- f) Complete combined comprehensive Improvement Plan (IP)

2. PAYMENT AND EXPENSES. The County will pay a fixed fee of \$22,000. This amount will be billed as follows: \$7,000 upon initiation of the contract; and \$7,000 upon completion of the exercise plan; and \$8,000 upon completion of the exercise, evaluation, and receipt by the Tuscaloosa County EMA of the AAR and IP developed by the Consultant to HSEEP standards.

3. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by the Consultant of the services required by this Agreement. The County may terminate the Consultant's services at any time by giving the Consultant written notice of termination by letter, fax, or email. Likewise, the Consultant may terminate this Agreement by giving written notice to the County. If the County opts to terminate the agreement, all charges incurred until time of termination will be paid to the Consultant. If the Consultant opts to terminate this agreement or opts not to not complete all elements of Section 1 Description of Services of this agreement, all funds paid by the County to the Consultant per Section 2 above will be refunded by the Consultant to the County.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent contractor with respect to the County, and not an employee of the county. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.

The Consultant shall not, without prior written permission of the County specifically authorizing it to do so, represent or hold itself out to others as an agent of or act on behalf of the County. The Consultant will indemnify and hold harmless the County, its elected officials, and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Consultant, its agents, subcontractors, of employees under this Contract.

5. USE OF AGENTS OR ASSISTANTS. To the extent reasonably necessary to enable the Consultant to perform the duties under this Agreement, the Consultant is authorized to engage the services of any agents or assistants that the Consultant may deem proper and further to employ, engage, or retain the services of such other persons, businesses, or corporations to aid or assist the Consultant in the proper performance of the duties. Such agents and assistants, if any, who perform services for the Tuscaloosa County Commission and funded by the consultant under this Agreement shall also be bound by the provisions of this Agreement.

6. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

7. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

8. SEVERABILITY. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. EFFECTIVE DATE. This Agreement shall become effective upon its execution.

11. APPLICABLE LAW. The laws of the State of Alabama shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

TUSCALOOSA COUNTY COMMISSION

BY: W. Hardy McCollum
W. Hardy McCollum, Chairman of the Tuscaloosa County Commission

TUSCALOOSA COUNTY EMA/HOMELAND SECURITY

BY: _____
Rob Robertson, Director, Tuscaloosa County EMA/Homeland Security POC

LEE HELMS ASSOCIATES, L.L.C.

BY: Lee Helms
Lee Helms, Owner

EX 7-17

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

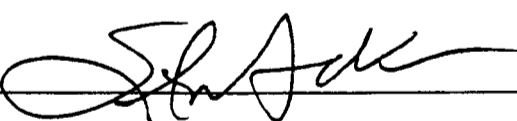

Commission District: ONE

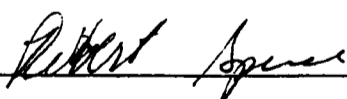
Proposed Project Description: _____


WILEY VFD \$ 2,500

NICOL VFD \$ 2,500

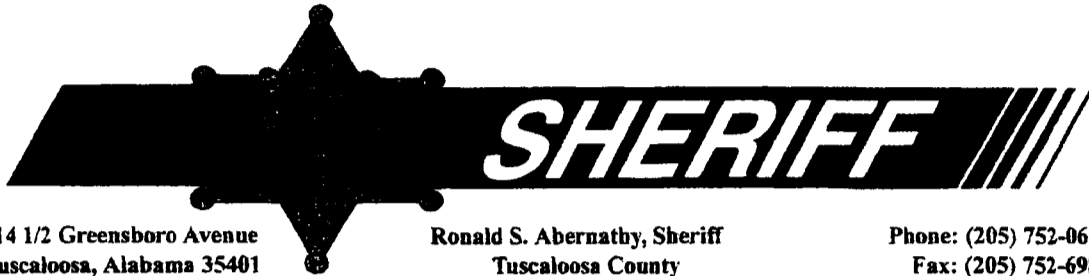
Funding Amount Required: \$ 5,000

Commissioner Approval:  Date:  7-6-16

Legal Counsel Review:  Date: 2/6/14

Finance Director Review & Disbursement:  Date: 7-1-16

EX 7-8



714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

June 16, 2016

To: Sheriff Abernathy

From: Lt. Andy Norris

Re: Surplus vehicle

Dear Sir:

Currently we have several vehicles in our fleet that have reached their usefulness. These vehicles have been used as patrol, jail and investigator units. Due to age, mileage, paint and general condition these vehicles are not sufficient to be in our vehicle fleet any longer. As we have put the attached list together, Commissioner Nelson has showed interest in possibly donating one of these vehicles to the Duncanville Volunteer Fire Department. The vehicle is listed below.

Unit 307
Ford Expedition

VIN 1FMFK16507LA65030
Age, Mileage

2007
171,351


Lt. Andy Norris

I hereby give my permission for this vehicle to be donated if approved by the Tuscaloosa County Commission.


Sheriff Ron Abernathy

Ex 7-9

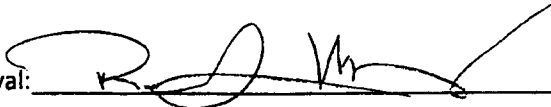
PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF
PUBLIC USE PROJECTS BY DISTRICT

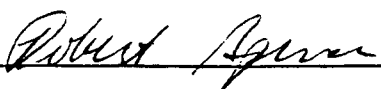
Commission District: Four

Proposed Project Description: SIPSEY VALLEY HIGH
(TUSCALOOSA COUNTY BOARD OF EDUCA.)

STORAGE ROOM

Funding Amount Required: \$40,100.

Commissioner Approval:  Date: 7/6/16

Legal Counsel Review:  Date: 2/6/16

Finance Director Review & Disbursement:  Date: 7-6-16

TUSCALOOSA COUNTY BOARD OF EDUCATION

INVOICE

P.O. BOX 2568
TUSCALOOSA, AL 35403

205-342-2767

FOR
Sipsey Valley Storage Room

INVOICE DATE July 6, 2016

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Storage Room for Sipsey Valley High School		\$40,100.00
Signed: <u>Danny C. Higdon</u>		SUBTOTAL	40,100.00
			0.00
			\$40,100.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Danny Higdon
205-342-2767
email: dhigdon@tcss.net

MAKE ALL CHECKS PAYABLE TO:
Tuscaloosa County Schools
P.O. Box 2568
Tuscaloosa, AL 35403

Ex 7-10