

TUSCALOOSA COUNTY COMMISSION  
MEETING  
AUGUST 3, 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 Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to change the regularly scheduled County Commission Meeting on August 17, 2016 to August 24, 2016.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a Subdivision Regulation Waiver Request for Holt Realty Co. No 7, Resurvey of lots 52, 53, and part of lot 54 for the Holt Senior Center.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding agreement with ALDOT in the amount of \$2,632,432.38 for the Brookwood Parkway project.

Exhibit 8-1, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray the County Commission voted unanimously to award the Holt Community Senior Activity Center bid in the amount of \$743,846.00 to Scott Bond Construction, Inc.

Exhibit 8-2, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve an Industrial Access grant application on the M-Class Boulevard/Bridge project to provide funding in the amount of \$2,038,131.00.

Exhibit 8-3, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to submit a revised application to the Alabama Emergency Management Agency to move the Holt Storm Shelter location from the Holt Center in the old elementary school to the Senior Activity Center site with the excess funds to be allocated to a storm shelter project in District 1.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to accept a donation of property from Mr. Ed Montgomery, as stated in the attached exhibit, that will be used in conjunction with PARA to build a community park.

Exhibit 8-4, Pages

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request from the District 1 discretionary fund in the amount of \$30,000.00 for Phase 1 development of the park by PARA on the Montgomery property. This initial phase will include surveying of the full site, clean up of overgrown brush, renovation of the ball field and a new backstop.

Exhibit 8-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to begin the condemnation process on a structure at 3800 Alabama Avenue.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize Public Works to excavate the activity center site in eastern Tuscaloosa County and to use the materials necessary for controlling water runoff.

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 24, 2016.



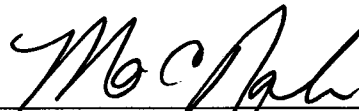
W. Hardy McCallum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Stan Acker  
Commissioner - District I



Jerry Tingle  
Commissioner - District II



Mark C. Nelson  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

K-16-1520

**AGREEMENT  
FOR  
PRELIMINARY ENGINEER, RIGHT-OF-WAY ACQUISITION,  
UTILITY AND CONSTRUCTION**

**BETWEEN**

**THE STATE OF ALABAMA  
AND  
TUSCALOOSA COUNTY, ALABAMA**

**Project ST-063-888-036  
Project Reference Number 100065929  
Improvements to Various County Roads  
in Tuscaloosa County**

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 STATE; and the Tuscaloosa County Commission, Tuscaloosa County, Alabama, hereinafter referred to as COUNTY; and

WHEREAS, the STATE regularly assists counties in various road improvement projects; and

WHEREAS, the STATE has agreed to assist the COUNTY with roadway improvements to various county roads in Tuscaloosa County, Alabama, called Project (hereinafter, the "Project").

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 STATE will contribute by payment to the COUNTY, STATE Highway Funds in the maximum amount of \$5,300,000.00 solely and exclusively toward improvements to various county roads in Tuscaloosa County, Alabama.
- (2) The COUNTY agrees that the participation of the STATE in the cost of the Project is

solely and exclusively limited to \$5,300,000.00 and that the STATE has no responsibility for any portion of the Project to the COUNTY, Contractor, County Engineer, or County forces. If there is an overrun in cost of the Project, or in the event additional phases of construction are required, the COUNTY shall bear the complete and entire cost thereof without participation by the STATE. Any work authorized before the execution of this Agreement will not be eligible for reimbursement.

- (3) The COUNTY will perform or have performed all work under this Agreement in accordance with the laws of Alabama.
- (4) The COUNTY has agreed to accept the amount of \$5,300,000 in a lump sum payment to be paid by the Alabama Department of Transportation as soon as practicable from its road and bridge fund to be used by the COUNTY exclusively for COUNTY road and bridge maintenance or improvements. The COUNTY has agreed to construct the Brookwood Parkway Extension from George Newell Road to the present Brookwood Parkway south of SR-216 no later than December 30, 2018. If the COUNTY fails to construct this new roadway by the stipulated date, the STATE will invoice the COUNTY for \$5,300,000.00 and the COUNTY will immediately pay this amount to the STATE.
- (5) Any and all costs of the road improvements, including, but not limited to, preliminary engineering, construction engineering and inspection, right-of-way acquisition, and eligible utility relocation, adjustment or repair shall be performed by or for the COUNTY and paid by the COUNTY as a part of the Project cost, including the funds provided by this Agreement to the COUNTY.
- (6) The West Central Region office will be the contact point for the COUNTY work to be performed under this Agreement.

- (7) The COUNTY assumes full responsibility for maintenance of the roadway facilities improved pursuant to this Agreement.
- (8) The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all 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 officers, officials, agents, servants, and employees.

- (9) 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.
- (10) 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.

- (11) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (12) This Agreement shall terminate on January 14, 2019, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may unilaterally extend the time of the Agreement.
- (13) 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).
- (14) This Agreement shall be construed in accordance with Alabama Law.
- (15) Exhibit N is attached and hereby made a part of this Agreement.

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. Vine  
County Clerk (Signature)

BY: W. Hardy McCollum  
Commissioner (Signature)

Melvin L. Vine, County Administrator  
Type name of Clerk

W. Hardy McCollum, Commission Chairman  
Type name of Commissioner

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

BY: Jim Ippolito by S.T.  
Chief Counsel, Jim B. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

West Central Region Engineer, James D. Brown, P. E.

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

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

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

EX 8-1



CONSULTANT 2/15/95  
REVISED 5/30/02  
REVISED 6/16/11  
REVISED 10/28/15

**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.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

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

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

RESOLUTION NUMBER \_\_\_\_\_

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

1. That the County enters into an Agreement with the State of Alabama, acting by and through Alabama Department of Transportation for:

Preliminary engineering, right-of-way, and construction program for Project ST-063-888-036, Project Reference Number 100065929 for improvements to various county roads in Tuscaloosa County, Alabama; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by its Commissioner, for and on its behalf.
3. That the Agreement 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 on file by the County Clerk.

Passed, adopted and approved this 3rd day of August, 20 16.

ATTESTED:

M. L. Vines  
County Clerk

W. Hardy McCollum  
Commissioner

Melvin L. Vines, County Administrator

W. Hardy McCollum, Commission Chairman

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 passed and adopted by the County Commission of the Commission named therein, at a regular meeting of such Commission held on the 3rd day of August, 20 16, and that such resolution is on file in the County Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 3rd day of August, 20 16.

M. L. Vines  
County Clerk  
Melvin L. Vines, County Administrator

EX-8-1



W. HARDY McCOLLUM  
CHAIRMAN

MELVIN L. VINES  
COUNTY ADMINISTRATOR

WILLIAM M. LAMB  
CHIEF FINANCIAL OFFICER

MEMBERS  
STAN ACKER  
JERRY TINGLE  
MARK NELSON  
REGINALD MURRAY

### COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870

TO: Scott Bond Construction, Inc.  
1101 30<sup>th</sup> Avenue  
Northport, Alabama 35476

PROJECT DESCRIPTION: Holt Community Senior Activity Center  
Project Number: CY-CE-PF-12-024

The OWNER has considered the BID submitted by you for the above described WORK dated:  
June 14, 2016

You are hereby notified that your BID has been accepted for the subject construction in  
the amount of Seven Hundred Forty Three Thousand Eight Hundred Forty Six Dollars  
(743,846.00).

You are hereby required by the Information for Bidders to execute the agreement and  
furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and  
Certificates of Insurance within fourteen (14) days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fourteen (14)  
days from the date of the Notice, said OWNER will be entitled to consider all your rights arising  
out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID  
BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return and acknowledge copy of this NOTICE OF AWARD to the  
OWNER. Dated this the 3<sup>rd</sup> day of August, 2016.

OWNER: Tuscaloosa County Commission  
BY: [Signature]  
NAME/TITLE: W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Scott Bond  
Construction, Inc. dated this the \_\_\_\_\_ day of August, 2016.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EX-2

RESOLUTION

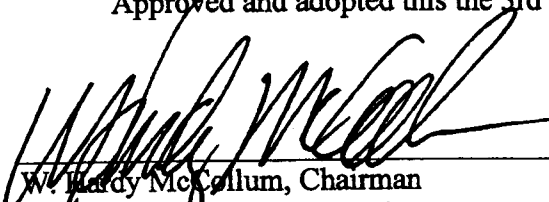
WHEREAS, the Tuscaloosa County Commission has been approved for a grant by the State of Alabama Department of Economic and Community Affairs for the Holt Community Senior Activity Center Project, Project Number: CY-CE-PF-12-024 which will assist with the construction of the proposed structure to serve the senior citizens of the Holt Community; and

WHEREAS, construction bids were received and publicly opened by the County on June 14, 2016 and said bids have been tabulated and reviewed by the Project Architect and the recommendation of award has been received;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby awards the contract for the construction of said project to the low bidder, Scott Bond Construction, Inc., 1101 30<sup>th</sup> Avenue, Northport, Alabama 35476, Alabama Contractor License Number: 49913, for the total bid amount of \$743,846.00 (Seven Hundred Forty Three Thousand Eight Hundred Forty Six Dollars).

BE IT FURTHER RESOLVED that W. Hardy McCollum, Commission Chairman, is hereby authorized to execute the subject construction contract as well as any and all documents which are required for the project to proceed in a timely manner.

Approved and adopted this the 3rd day of August, 2016.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

  
\_\_\_\_\_  
Melvin L. Vines, County Administrator  
Tuscaloosa County Commission

SEAL

EX 8-2

W. HARDY McCOLLUM  
CHAIRMAN

MELVIN L. VINES  
COUNTY ADMINISTRATOR

WILLIAM M. LAMB  
CHIEF FINANCIAL OFFICER



MEMBERS  
STAN ACKER  
JERRY TINGLE  
MARK NELSON  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870

July 26, 2016

Mr. Greg Canfield, Secretary of Commerce  
Alabama Department of Commerce  
401 Adams Avenue, P.O. Box 304106  
Montgomery, Alabama 36130-4106

# COPY

RE: Notification of Proposed Submission of Grant Application to Alabama Industrial Access Road and Bridge Corporation for Funding Assistance for **The M-Class Boulevard Extension Project Over U.S. Highway 11 and Norfolk Southern Railroad**, Tuscaloosa County

Dear Mr. Canfield:

On behalf of the Tuscaloosa County Commission and the Town of Vance, please accept this letter as notification of the planned submission of the referenced grant application for assistance with what will be a premier economic development project for Tuscaloosa County and the State of Alabama.

The County Commission and the Town of Vance, with assistance and direction through the State, agree that this very important project will prove to be a wise investment of taxpayer dollars for not only improvements to our transportation network but also by expanding and enhancing the new economic development activities and potential for job creation in this area of Tuscaloosa County as evidenced by recent announcements.

Preliminary cost estimates for the proposed project place the total cost in the range of \$9,000,000.00. Of this total amount \$6,525,794.31 will be provided through the Alabama Transportation Rehabilitation and Improvement Program (ATRIP), Norfolk Southern Railroad, the Alabama Industrial Access Road and Bridge Corporation (IA) and other funds.

The initial, primary beneficiary of the project will be Mercedes-Benz U.S. International, Inc. which is a leader in automotive manufacturing, assembly and production. However, with the completion of the proposed project, future industrial development activities in the area will directly benefit.

The Tuscaloosa County Commission hereby requests a Notification Acknowledgment Letter from the Department of Commerce in order that it may be included with the application package. If you have any questions or desire additional information, please do not hesitate to contact me at 205-464-8200 or Farrington Snipes, Director, at 205-464-8301.

Yours truly,

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

EX-3

**RESOLUTION**

**WHEREAS**, the Tuscaloosa County Commission supports new construction and improvements to existing roads and bridges to enhance safety and transportation requirements for residents of the County and to support the expansion of existing industries and the location of new industries in Tuscaloosa County which provide new job opportunities for residents; and

**WHEREAS**, the area in the vicinity of M-Class Boulevard is in a major area of existing and future economic development and growth; and

**WHEREAS**, there exists a need for the extension of M-Class Boulevard to cross over U.S. Highway 11 and Norfolk Southern Railroad to intersect with the Tingle Tangle Road as an integral segment in transportation improvements which are needed to accommodate the large number of trucks and other vehicles utilizing the existing roadway and to provide for future economic development in the area; and

**WHEREAS**, funding assistance is available through the State of Alabama Department of Transportation and the Alabama Industrial Access Road and Bridge Corporation grant program for the subject project;

**NOW, THEREFORE, BE IT RESOLVED** that the Tuscaloosa County Commission hereby approves the preparation and submission of a grant application in the amount of \$ 2,038,131.00 to provide a portion of the required funding total of \$9,488,925.00 for the subject project;

**BE IT FURTHER RESOLVED** that, through partnership with the Tuscaloosa County Commission, the Town of Vance, Norfolk Southern Railroad, the State of Alabama Department of Transportation and the Alabama Transportation Rehabilitation and Improvement Program (ATRIP), will provide \$7,450,794.00 to assist with the provision of a portion of the funding for the proposed project;

**BE IT ALSO RESOLVED** that W. Hardy McCollum, Tuscaloosa County Commission Chairman, is hereby authorized to execute any and all documents and related material, as required therein, to provide for the successful submission, approval and completion of the subject project.

Approved and adopted this the 3rd day of August, 2016.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

Attest:   
Melvin L. Vines, County Administrator  
Tuscaloosa County Commission

SEAL

EX 8-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**RESOLUTION ACCEPTING GIFT OF PROPERTY**

**WHEREAS**, Mr. Edward Montgomery owns property adjacent to the old Montgomery School site which was the former site of a county school; and

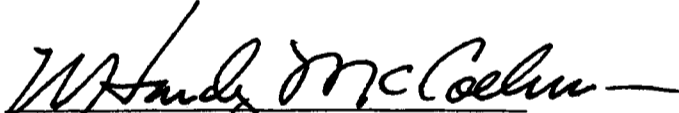
**WHEREAS**, Mr. Montgomery desires to assist the community in creating a community park in association with the Tuscaloosa County Park and Recreation Authority (PARA) by donating the property for the purpose of creating a community park; and

**WHEREAS**, the County Commission wishes to express its appreciation to Mr. Montgomery and to expressly accept the donation of the property.

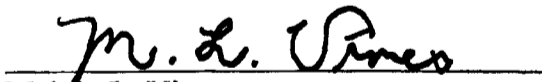
**NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:**

That the Tuscaloosa County Commission accepts the donation of Lots 1 and 3 of the Montgomery Place subdivision more particularly described in the deed attached hereto as an Exhibit. The Tuscaloosa County Commission further expresses its appreciation to Mr. Edward Montgomery and the Montgomery family for their generous donation for the purpose of creating a community park.

Approved at our regularly scheduled meeting on this the 3<sup>rd</sup> day of August, 2016.



W. Hardy McCollum, Chairman  
Tuscaloosa County Commission



Melvin L. Vines  
County Administrator

EX-8-4

THIS INSTRUMENT PREPARED BY:

Matthew Q Tompkins  
ROSEN HARWOOD, P.A.  
2200 Jack Warner Parkway  
Suite 200  
Tuscaloosa, Alabama 35401

SOURCE OF TITLE: Deed Book 334 Page 186

STATE OF ALABAMA )

**WARRANTY DEED**

COUNTY OF TUSCALOOSA )

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations, this day hand paid to the undersigned Grantor, **EDWARD MONTGOMERY, a(n) unmarried man**, (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor ~~doe~~ hereby give, grant, bargain, sell and convey unto the Grantee, **TUSCALOOSA COUNTY**, a political subdivision of the State of Alabama (hereinafter referred to as Grantee), together with every contingent remainder and right of reversion, their heirs and assigns, the following describe Real Estate, lying and being in the county of Tuscaloosa, State of Alabama, to-wit:

***Lots 1 & 3***

All land in the Northwest Quarter of the Southwest Quarter (NW ¼ of SW ¼) of Section 17, Township 19 South, Range 11 West, lying East of Alabama Highway #171, except that part already deeded to Montgomery School.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama. The above described property does not constitute the homestead of the Grantor or of the Grantor's spouse, if any.

Prepared without benefit of a title examination or survey.

**TO HAVE AND TO HOLD** the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, his heirs and assigns forever.

**AND SAID GRANTOR** does for itself and its successors and assigns covenant with the said GRANTEE, their heirs and assigns, that it is lawfully seized in fee simple of said Property, that it is free from all encumbrances, unless otherwise noted above, that they are entitled to the immediate possession thereof; that it has a good right to sell and convey the same as aforesaid; that it will, and

*Ex 2-4*



its successors and assigns shall, warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHERE OF, said Grantor has hereunto set her hand and seal this the 27<sup>th</sup> day of July, 2016.

Edward Montgomery  
EDWARD MONTGOMERY

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned, a notary public in and for said county in said state, hereby certify that **EDWARD MONTGOMERY** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date for and as an act of the said authority.

Given under my hand and official seal this the 27<sup>th</sup> day of July, 2016.



Jannifer M Bork  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 6/27/18

MY COMMISSION EXPIRES 6/27/2018

EX-4

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

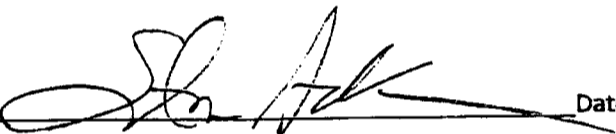
Commission District: One

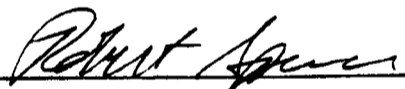
**Proposed Project Description:** District One Community Development funds totaling \$30,000 to PARA for Phase 1 of the Montgomery Park re-development.

**Funding source:** District 1 Community Development Funds

To be placed on Commission Agenda 8-3-2016

Funding Amount Required:       \$30,000      

Commissioner Approval:  Date: 7/26/16

Legal Counsel Review:  Date: 8/24/16

Finance Director Review & Disbursement:  Date: 7-26-16

EX 8-5