

TUSCALOOSA COUNTY COMMISSION
MEETING
August 13, 2008

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:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the following payments:

SENTELL ENGINEERING INC. - \$22,641.00 for work on Martin Road/Union Chapel Road Intersection Upgrade Project

ALMON ASSOCIATES - \$32,373.00 for construction management on Duncanville Middle School Access Road Project

Exhibit 8-1, Pages 823-824

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payments to Alabama Power Company for relocation of power poles associated with construction projects as follows:

Libby Road	\$31,556.00
Luke's Trail Drive	\$18,745.00

Exhibit 8-2, Pages 825-826

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to waive the right-of-way requirement for the unpaved portion of Dobbins Road. The prescriptive right-of-way is sufficient.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to waive the right-of-way requirement for Riverbend Road.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for auction consignment of surplus vehicles/equipment to Southeast Auction Company. The proposals were opened August 6, 2008.

Exhibit 8-3, Pages 827-836

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider declaring a list of vehicles as surplus property.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to declare the vehicles listed on the attached exhibit as surplus property.

Exhibit 8-4, Page 837

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to reappoint Mr. Dave Rodgers to the Tuscaloosa Public Library Board of Trustees. This term will expire August, 2012.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to reappoint Reverend Ray Pradat and Mr. Jerry Belk to the Tuscaloosa County Department of Human Resources Board. Their terms will expire September 1, 2014.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted three to one to install a speed table on Green Valley Road. Commissioner Gary Youngblood cast the NAY vote.

Exhibit 8-5, Page 838

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reallocate \$16,700.00 of District Development Funds allotted to District I for this fiscal year to Verner Elementary School for the purchase of playground equipment.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Road and Bridge Department to construct a pad to assist with the removal of an historic 1882 bridge located in the New Lexington area.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize paving the driveway in front of, as well as the maintenance parking lot behind, Maxwell Elementary School; contingent upon receiving a written request from the Tuscaloosa County Board of Education.

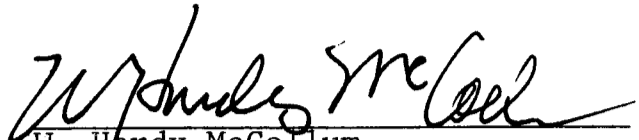
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the request from DCH Home Health Care Agency to improve the driveway of Bernice Nevels, contingent upon all requirements being met.

Exhibit 8-6, Page 839

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted three to one to install two (2) speed tables on 60th Court. Commissioner Gary Youngblood cast the NAY vote.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to sell Unit 100A, a 2005 Ford F250 truck (VIN #1FTSX21P85ED16591) to Sipsey Valley Volunteer Fire Department for \$2,500.00. This vehicle was declared surplus on May 7, 2008.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 27, 2008.



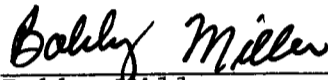
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



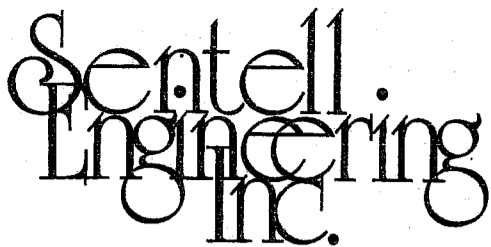
Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



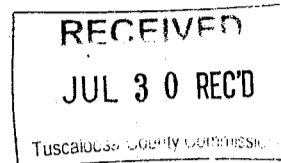
Reginald Murray
Commissioner - District IV



Engineers
Planners
Surveyors
Environmental Specialists

"Turning Ideas into Reality Since 1981"

July 29, 2008



Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Attn: Mr. Bill Lamb

INVOICE
#08-034-2

Re: Martin Road & Union Chapel Road
Intersection Improvements

Design Surveying (100% complete).....	7,400.00
Schematic Design Phase (100% complete).....	6,037.60
Previous Balance.....	\$13,437.60
Development Phase & Construction Documents (100% complete).....	\$22,641.00
TOTAL AMOUNT DUE TO DATE.....	\$36,078.60

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

NOTE: Accounts are due and payable in full upon receipt of Invoice. Accounts not paid in full are subject to a Finance Charge of 1 1/2% per month which is an ANNUAL RATE OF 18%.

A:\invoice2008-1\08-034-2wpd

P.O. BOX 1246 • 639 SEVENTEENTH STREET • TUSCALOOSA, ALABAMA 35403 • 205.752.5564 • FAX 205.752.5569
www.sentell.net

8-1

EX 8-1



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

August 1, 2008
Project No: 2006168.20
Invoice No: 0000019

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa AL 35401

US 82 to Duncanville Middle School
Professional services from July 1, 2008 to July 31, 2008

Professional Personnel
Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)
Complete

Phase I Final Design (NTE \$122,800) (Billed to date \$ 120,426.93)

Total Phase I Final Design .00

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date 47,892.50)

Project Manager II	29.00	120.00	3,480.00
Staff Engineer	240.50	80.00	19,240.00
Engineering Tech III	.00	75.00	.00
Clerical	.00	45.00	.00
Professional Surveyor II	.00	125.00	.00
Professional Surveyor I	1.00	80.00	80.00
Survey Tech I	3.00	35.00	105.00
Survey Tech II	3.00	50.00	150.00
Survey Tech III	3.00	60.00	180.00
			23,235.00

Testing-T T L Inc 9,138.00

Total Phase I Const 32,373.00

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)

No Activity

Total Phase II .00

Total this invoice \$32,373.00

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

received
8-7-08
8-1

EX 8-1

915 Queen City Avenue
Post Office Box 1070
Tuscaloosa, Alabama 35403-1070
Tel 205.349.3100



July 31, 2008

Mr. Bobby Hagler, PE
Tuscaloosa County Public Works Department.
2810 35TH. Street
Tuscaloosa, AL 35401

Reference: Tuscaloosa County Libby Road Improvements – Phase I

Dear Mr. Hagler:

Alabama Power Company (APC) has completed engineering plans to relocate electrical facilities that are in conflict with improvements associated with the above referenced road improvement project. The facilities that are in conflict are located on easements obtained by APC from private landowners prior to Tuscaloosa County acquiring additional rights of way that created the conflict with APC's facilities. APC's easement documentation will be made available for your review if requested.

Since these facilities are located on private easements APC must be compensated for the cost associated with the relocation of its facilities. The cost of relocating APC's facilities is \$31,556. Please remit a check in this amount to:

Alabama Power Company
915 Queen City Avenue
Tuscaloosa, AL 35401
Attn: Matthew Cotney

If you have any questions please contact me at 349-6751 or mcotney@southernco.com.

Sincerely,

A handwritten signature in black ink that reads "Matthew A. Cotney".

Matthew A. Cotney
Engineer II
APC - Tuscaloosa Operation

Cc: Mike Henderson

8-2

EX 8-2

915 Queen City Avenue
Post Office Box 1070
Tuscaloosa, Alabama 35403-1070
Tel 205.349.3100



July 31, 2008

Mr. Bobby Hagler, PE
Tuscaloosa County Public Works Department.
2810 35TH. Street
Tuscaloosa, AL 35401

Reference: Tuscaloosa County Lukes Trail Drive Improvements

Dear Mr. Hagler:

Alabama Power Company (APC) has completed engineering plans to relocate electrical facilities that are in conflict with improvements associated with the above referenced road improvement project. The facilities that are in conflict are located on easements obtained by APC from private landowners prior to Tuscaloosa County acquiring additional rights of way that created the conflict with APC's facilities. APC's easement documentation will be made available for your review if requested.

Since these facilities are located on private easements APC must be compensated for the cost associated with the relocation of its facilities. The cost of relocating APC's facilities is \$18,745. Please remit a check in this amount to:

Alabama Power Company
915 Queen City Avenue
Tuscaloosa, AL 35401
Attn: Matthew Cotney

If you have any questions please contact me at 349-6751 or mcotney@southernco.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew A. Cotney".

Matthew A. Cotney
Engineer II
APC - Tuscaloosa Operation

Cc: Mike Henderson

8-2

EX 8-2

Auction Consignment Proposal

The Tuscaloosa County Commission will accept guaranteed total lump sum purchase bids and/or guaranteed total auction consignment proposals on the surplus vehicles listed below. Bidders shall also submit the percent commission that is charged for liquidation of the equipment. Bidders shall provide a secure, fenced, and lighted location for storage of the vehicles prior to the date of the auction. Bidders shall provide for at least three methods of advertising (i.e. newspaper, brochures, internet etc.) at least two weeks prior to the auction. Bidders shall be responsible for providing adequate viewing of vehicles at their facility during normal business hours at least two weeks prior to the auction. Bidders shall make every attempt to sell all items listed. The Tuscaloosa County Public Works Department shall be responsible for transporting vehicles to the successful bidder's facility within a 30 mile radius of the Public Works Department. It shall be the responsibility of the successful bidder to transport the vehicles to his facility outside of a 30 mile radius of the Tuscaloosa County Public Works Department. Tuscaloosa County reserves the right to establish a minimum price on select items. The County reserves the right to accept or reject any or all Consignment or Purchase Proposals based upon the best overall benefit for the County. Appointments may be made to inspect the vehicles by contacting Mr. Bobby Hayward, Shop Superintendent at 345-6600, ext 234. Mr. Hayward is also available to answer any questions.

Name of Company: Southeast Auction Company

Mailing Address: PO Box 70878-Tuscaloosa, AL 35407

Telephone: (205) 758-3068

Name: Michael Langford

Title: CEO

Date: August 5, 2008

Commission (percentage): 5%

Lump Sum Purchase Bid: _____

Guaranteed Total Auction Consignment Bid: "see attached"

EX 8-3

SOUTHEAST AUCTION COMPANY INC.
14433 HIGHWAY 69 SOUTH
TUSCALOOSA, AL 35405
PHONE: (205) 758-3068 FAX: (205) 758-1071

Our guarantee:

1. We will provide advertising about our auction as we do every month. Our advertising budget is over \$10,000 monthly. We advertise in 6 states across the Southeast.
2. We conduct monthly auctions with our next auction to be held in Tuscaloosa on August 16, 2008. The county would have the funds by August 21, 2008.
3. We are located in Tuscaloosa county thereby generating tax revenue for the county also.
4. As always, we will do our very best to obtain the highest dollar possible. We are placing our 28 years of professionalism on the block with each and every item.

Thank you for your business and we look forward to assisting you with your liquidations.

Sincerely,


Col. J. Michael Langford

EX8-3

Auction Consignment Proposal

The Tuscaloosa County Commission will accept guaranteed total lump sum purchase bids and/or guaranteed total auction consignment proposals on the surplus vehicles listed below. Bidders shall also submit the percent commission that is charged for liquidation of the equipment. Bidders shall provide a secure, fenced, and lighted location for storage of the vehicles prior to the date of the auction. Bidders shall provide for at least three methods of advertising (i.e. newspaper, brochures, internet etc.) at least two weeks prior to the auction. Bidders shall be responsible for providing adequate viewing of vehicles at their facility during normal business hours at least two weeks prior to the auction. Bidders shall make every attempt to sell all items listed. The Tuscaloosa County Public Works Department shall be responsible for transporting vehicles to the successful bidder's facility within a 30 mile radius of the Public Works Department. It shall be the responsibility of the successful bidder to transport the vehicles to his facility outside of a 30 mile radius of the Tuscaloosa County Public Works Department. Tuscaloosa County reserves the right to establish a minimum price on select items. The County reserves the right to accept or reject any or all Consignment or Purchase Proposals based upon the best overall benefit for the County. Appointments may be made to inspect the vehicles by contacting Mr. Bobby Hayward, Shop Superintendent at 345-6600, ext 234. Mr. Hayward is also available to answer any questions.

Name of Company: DEANCO AUCTION CO.
Mailing Address: P.O. Box 1248 PHILADELPHIA Ms 39350
Telephone: 601-656-9768
Name: D.W. Dean - D.W. Dean
Title: OWNER
Date: 8-4-08
Commission (percentage): 7%
Lump Sum Purchase Bid: \$ 25,000
Guaranteed Total Auction Consignment Bid: \$ 24,750 FOR RUNNING & SALVAGE
1) RUNNING items will be sold AT AUCTION Sept. 17th in Philadelphia Ms.
2) Salvage items will be sold AT your site to scrap buyers



Equipment Brokerage Services, LLC

11837 Grandview Drive Northport, Al 35475 (205) 292-9155
www.ironmanequipmentbrokerage.com

August 6, 2008

Tuscaloosa County Commission
P.O. Box 20113
Tuscaloosa, Alabama 35402

Gentlemen:

In response to your request for bid for the sale of your surplus vehicles we are pleased to submit the following bids for your consideration.

Option #1

Lump Sum Bid For Outright Purchase Of All The Vehicles On Your List \$20,850.00

Option #2

Auction Consignment For All The Vehicles On Your List 80% / 20% Split

For option # 1 (lump sum bid) our bid is based on all the vehicles being delivered to our yard within 15 days after the award of the bid. Payment will be made in full to Tuscaloosa County Commission upon physical receipt of the following: (a) Bill of Sale, (b) Title, if applicable, (c) Physical Possession of all the vehicles.

For option # 2 (auction consignment) our bid is based on all the vehicles being delivered to our yard at least 15 days prior to the scheduled auction. Auction will be held in the fall of 2008 at a date to be determined by Ironman Equipment Brokerage Services. Proceeds will be split with 80% of the auction bid price going to Tuscaloosa County and 20% of the auction bid price going to Ironman Equipment Brokerage Services. This 20% covers all expenses associated with auction set up, advertising, auctioneer's commission, etc. A full 80% of the auction bid price on each vehicle will be paid back to Tuscaloosa County Commission. Payment will be made to Tuscaloosa County Commission 15 days after the auction date.

In accordance with your bid request, this bid is based on all the vehicles being delivered by the Tuscaloosa County Public Works Department to our facility and auction yard located at 7100 Black Warrior Road Tuscaloosa, Alabama. This bid is also based on the vehicles being in same condition as when inspected by Ironman Equipment Brokerage Services on July 15, 2008.

Sincerely,
Ironman Equipment Brokerage Services, LLC

J. Joe Butts
President

EX 8-3

Auction Consignment Proposal

The Tuscaloosa County Commission will accept guaranteed total lump sum purchase bids and/or guaranteed total auction consignment proposals on the surplus vehicles listed below. Bidders shall also submit the percent commission that is charged for liquidation of the equipment. Bidders shall provide a secure, fenced, and lighted location for storage of the vehicles prior to the date of the auction. Bidders shall provide for at least three methods of advertising (i.e. newspaper, brochures, internet etc.) at least two weeks prior to the auction. Bidders shall be responsible for providing adequate viewing of vehicles at their facility during normal business hours at least two weeks prior to the auction. Bidders shall make every attempt to sell all items listed. The Tuscaloosa County Public Works Department shall be responsible for transporting vehicles to the successful bidder's facility within a 30 mile radius of the Public Works Department. It shall be the responsibility of the successful bidder to transport the vehicles to his facility outside of a 30 mile radius of the Tuscaloosa County Public Works Department. Tuscaloosa County reserves the right to establish a minimum price on select items. The County reserves the right to accept or reject any or all Consignment or Purchase Proposals based upon the best overall benefit for the County. Appointments may be made to inspect the vehicles by contacting Mr. Bobby Hayward, Shop Superintendent at 345-6600, ext 234. Mr. Hayward is also available to answer any questions.

Name of Company: IRONMAN EQUIPMENT BROKERAGE SERVICES LLC

Mailing Address: 11837 GRANVIEW DRIVE NORTHPORT, AL 35475

Telephone: 205-292-9155

Name: J. JOE BUTTS

Title: PRESIDENT

Date: 8-6-08

Commission (percentage): 20%

Lump Sum Purchase Bid: \$20,850⁰⁰

Guaranteed Total Auction Consignment Bid: 80% OF AUCTION BID PRICE ON EACH VEHICLE

EX 8-3



ABSOLUTE Utility and Construction Auction Sales
www.jjkane.com

July 24, 2008

Tuscaloosa County
Bobby Hagler
P O Box 20113
Tuscaloosa, Alabama 35402-0113

Dear Bobby,

We are pleased to offer the following proposal for the consignment of the following equipment to our auction in Villa Rica, GA on September 11th, 2008. JJ Kane will pay the cost to clean this equipment and de-identify everything prior to sale. Due to the age and condition of the equipment we elect to propose a straight consignment and have submitted a list of prices we predict the corresponding vehicles will bring at our auction on September 11th, 2008 in Villa Rica, GA. Tuscaloosa County will be responsible for freight charges not to exceed \$10,000.00 to move the vehicles to our sales site. We can initially pay the freight charges and deduct the proceeds from the sale of these vehicles upon request.

024A	1996 Ford Crown Victoria, Not Running, Bad engine (101,149 Miles)	Y	2FALP71W6TX149318	\$ 500.00
461A	1994 CC211 Dyna Pac (4795 hours)	N	6150279	\$ 3,000.00
016A	1998 Jeep Cherokee Damaged Front End, Bad Suspension (35,380 miles)	Y	1J4FT28SOWL265280	\$ 500.00
204A	1994 GMC Suburban, Not Running, Bad Engine (182,573 miles)	Y	GKGC26FORJ764472	\$ 500.00
811A	1994 GMC Suburban, Running, Bad Brakes (152,544 miles)	Y	GKGC26KORJ768051	\$ 500.00
105A	1994 GMC Suburban, Not Running, Bad Engine (169,255 miles)	Y	GKGC26F3RJ764126	\$ 500.00
802A	2003 Ford Crown Victoria, Not Running, Bad Engine (110,774 miles)	Y	1FAFP71W63X101184	\$ 500.00
805A	2003 Ford Crown Victoria, Not Running, Bad Engine (115,410 miles)	Y	2FAFP71W43X101183	\$ 500.00
100A	2005 Ford F250, 4WD, (113,610 miles)	Y	1FTSX2185ED16591	\$ 3,500.00
102A	2002 Ford F250, 4WD, (187,386 miles)	Y	1FTNX21F92EC27371	\$ 3,000.00
200A	2005 Ford F250, 4WD, (108,729 miles)	Y	1FTNSX21P35ED16577	\$ 3,500.00
201A	2002 Ford F250, 4WD, (214,803 miles)	Y	1FTNX21F02EC27372	\$ 2,500.00
202A	2002 Ford F250, 4WD, (190,899 miles)	Y	1FTNX21F42EC27374	\$ 2,500.00
500A	2002 Ford F250, 4WD (178,393 miles)	Y	1FTNX21F22EC27373	\$ 2,500.00
502A	2002 Ford F250, 4WD (179,610 miles)	Y	1FTNX21F82EC27376	\$ 2,500.00
488A	2001 Deere 6605 Tractor, Burned, Scrap, 1292 hours	N	L06605H308364	\$ 500.00
127A	1996 4900 International Truck, (225,820 miles)	Y	1HTSDAAR5TH400094	\$ 4,000.00
119A	2001 Duro-Patcher, 4924 hours	N	12751	\$ 4,500.00
227A	1996 4900 International Truck, (220,353 miles)	Y	1HTSDAAR3TH400093	\$ 4,000.00
219A	2001 Duro-Patcher, 3779 hours	N	12752	\$ 4,500.00
903A	1998 Ford F150, (144,379 miles)	Y	1FTZF1765WNA73821	\$ 1,200.00
U160A	2004 Dodge Intrepid, Not Running, Bad Engine (102,263 miles)	Y	2B3HD46V44H609404	\$ 500.00
U102A	2000 Ford Crown Victoria, Not Running, Bad Engine(187,386 miles)	Y	2FAFP71W7XY166276	\$ 500.00
U289A	1999 Jeep Cherokee, (133,536 miles)	Y	1J4FT68SXXL571007	\$ 1,000.00
U129A	2001 Ford Crown Victoria, Not Running, Bad Engine (186,213 miles)	Y	2FAFP71WX1X174846	\$ 500.00
U286A	1996 Ford Van, (151,009 miles)	Y	1FBHE31H5THA84336	\$ 1,000.00
U137A	1999 Ford Crown Victoria, Bad Engine (186,601 miles)	Y	2FAFP71W6XX151556	\$ 500.00
U174A	2004 Dodge Durango, Wrecked, Salvage	Y	1D4HD38N34F161831	\$ 250.00
U153A	1999Ford Crown Victoria, Bad Engine (194,220 miles)	Y	2AFP71W6XX151556	\$ 500.00
U133A	1993 Chevy Impala, Wrecked, Salvage	Y	2G1WF55K739412936	\$ 250.00
U267A	1998 Ford F150	Y	1FTZX1769WKA86523	\$ 1,000.00
U105A	2000 Ford Crown Victoria, Not Running, Bad Engine(140,079 miles)	Y	2FAFP71W1YX166273	\$ 250.00
				\$ 51,450.00

EX 8-3



ABSOLUTE Utility and Construction Auction Sales
www.jjkane.com

I have submitted a contract with this proposal for your review. In the contract we will charge a 3% sellers fee to liquidate the above referenced vehicles. We look forward to working with Tuscaloosa County in the future and would like to be on future bid lists as equipment comes up for disposal.

Sincerely,


Bo Oresham

EX 2-3



Bo Gresham
JJ Kane Auctioneers
201 Richmar Drive
Birmingham, AL 35213
Phone: 205-266-4716
Fax: 205-449-9969
Email: bo.gresham@jjkane.com

Contact: Bobby Hagler
Company Name: Tuscaloosa County
Address: 2810 35th St, Room G78
City: Tuscaloosa
State: AL
Zip: 35401
Phone: (205) 349-3870
Fax: (205) 345-6600
Email: bobbyhagler@tusco.com

This agreement made the 24th day of June, 2008, between Tuscaloosa County (hereinafter called "Seller") and J.J. Kane Associates Inc / trade name J.J. Kane Auctioneers (hereinafter called "Auctioneer", acting as agent for "Seller"). It is agreed as follows:

1. The Seller hereby engages the Auctioneer to sell at public absolute auction sale, the property identified by the seller excluding chemicals, hazardous and/or environmentally unsafe equipment/material unless mutually written upon agreement between Seller and Auctioneer. This agreement shall cover the auction sale conducted in 2008 and 2009, at various facilities. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale. The Auctioneer shall employ qualified personnel to perform this engagement, and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state and local laws and regulations.
2. The property, in most cases will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by the Auctioneer. The property will be sold for cash or certified funds to the highest bidder on an "As-Is-Where-Is" basis without any warranties of any kind. Seller agrees to disclose to Auctioneer any known defects or faults with equipment/auction items prior to the auction sale. Auctioneer will charge and collect from the purchaser, the purchase price together with all applicable taxes. Auctioneer will collect in full from the purchaser, prior to any property removal. Seller shall be responsible for the payment of all income taxes accruing to Seller for revenue received from the sale of property. All items will be sold at public absolute sale to the highest bidder regardless of price without reserve!
3. The Seller specifically warrants they are the owner of and have marketable title to all of the property, free and clear from any liens, debts or encumbrances except as noted. The Seller further warrants that there are no judgments or liens against it and that there are no pending legal actions, claims or proceedings whatsoever which in any way would hinder, prevent or otherwise affect its right or ability to sell the property at auction sale. Seller agrees to deliver on request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the property. In the case that there is a delay in the new purchaser receiving a clear title for any vehicle sold for the Seller, the net proceeds from the sale will be held until free and clear title is received by the purchaser or at the discretion of the Auctioneer, that item would be pulled from the auction sale and remain the Sellers property. The seller would be responsible for the cost associated with sending any late documents express mail to the new purchaser.
 - a. If Seller is a motor vehicle dealer, list dealer state & dealer number: _____
4. In the event that Seller breaches any of the above warranties or makes any misrepresentation herein, Seller agrees to indemnify and hold the Auctioneer harmless from any and all liabilities or damages arising out of or relating to such breach or misrepresentation, including attorneys fees and other costs expended by Auctioneer in any action or proceeding arising out of or relating to the breach or misrepresentation.

5. The Seller agrees to have all signed titles, a letter of authorization to sell your vehicles and any other related paperwork either in my hands or hand delivered to the sale site 10 days before auction date.

To comply with motor vehicle rules, a letter of authorization that needs to be on your company letterhead and must accompany all titles. Below is a sample letter:

To Whom It May Concern:

ABC Construction Company gives J.J. Kane Auctioneers authorization to sell vehicles and/or equipment owned by ABC Construction Company at your auction sale conducted on January 1, 2007 in Charlotte, MI.

Sincerely

Your Name
Signature

6. The Seller agrees to have said vehicles/auction items delivered to the sale site starting 30 days prior and no later than 5 days prior. Items must be delivered in running condition (except when noted) with adequate fuel levels and a duplicate set of keys.
7. The Seller agrees to maintain proper insurance coverage on the property/auction items being sold until the day of the auction sale. The Auctioneer and owner of the sale site property will not be responsible for any damages resulting from theft, accident and or vandalism while Sellers property is on the sale site. Auctioneer shall be responsible for loss or damage to Sellers property/auction items due to Auctioneers willful or negligent acts or omissions.
8. Commission
- The Seller agrees to pay the Auctioneer a commission rate of 3 percent on the gross selling price of every item identified by the Seller.
 - The Seller agrees that Auctioneer will charge a 10 percent fee to the buyer for each item sold.
 - The Seller agrees when applicable, that the Auctioneer may deduct its commission from the proceeds of the auction sale.
9. In the event that a successful bidder fails to pay for an item for which he is designated to be the high bidder, that item would be considered a "No Sale" and no commission would be charged on that item and the Seller would retain ownership of said item.
10. Reimbursed Expenses
- The Seller agrees that the Auctioneer may deduct the exact cost to be approximately 0 for advertising the auction sale from the proceeds of the auction sale.
 - The Seller agrees that the Auctioneer may deduct the exact cost to be approximately 0 for any pre-approved expenses from the proceeds of the auction sale.
 - The Seller agrees that the Auctioneer may deduct the exact cost plus a handling fee to be approximately 0 for arranging the transportation of Sellers items to the auction sale site.

Page 2 of 3

11. The Auctioneer agrees to pay the Seller the net proceeds from the auction sale 14 business days following the auction sale. Auctioneer shall express mail a written report to Seller listing items sold and an amount equal to 97% percent of the gross selling price of the property sold at auction, as

J.J. Kane

EX 8-3

outlined under section (8) and less any approved expenses as outlined under section (10), in the form of a check made payable to Seller. Proof of all approved expenses will be provided with the payout.

a. Proceeds check will be made payable & express mailed to the same name and address on page 1 unless otherwise listed: _____

12. This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than contained in this agreement. This agreement may be modified only by a further writing that is duly executed by both parties. In the event that Seller removes any advertised item from the auction sale, Seller shall pay the Auctioneer a handling fee of 0 for each item removed.

All items will be sold at absolute auction without reserve! The owner or an agent for the owners forbidden to bid on his own property/vehicles! Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

Seller hereby accepts all of the terms and conditions set forth above.

J.J. Kane Auctioneers

Company Name: Tuscaloosa County

Contact: Bo Gresham

Contact: Bobby Hagler

Signature: [Handwritten Signature]

Signature: _____

Date: 7.24.08

Date: _____

J.J. Kane

EX 8-3

Allan Springer

From: Bobby Hayward
Sent: Tuesday, August 12, 2008 5:48 AM
To: Allan Springer
Subject: NEED TO BE DECLARED SURPLUS

ALLAN,
THESE ARE THE S10'S THAT WE WERE TALKING ABOUT YESTERDAY

- 808A - 2002 CHEV P/U 1GCCS19WX28181746
- 809A - 2002 CHEV P/U 1GCCS19W528181637
- 812A - 2002 CHEV P/U 1GCCS19W028181867
- 813A - 2002 CHEV P/U 1GCCS19W428181760
- 814A - 2002 CHEV P/U 1GCCS19W828181728

Bobby Hayward
Shop Superintendent
Tuscaloosa County

8/12/2008

8-4

EX 8-4

We petition the County Of Tuscaloosa, Alabama to please put a speed Table(s) on Green Valley Road

1. Jonathan D. Howell
2. Marilyn Howell
3. Anthony P. [Signature]
4. Julia R. Kiveland
5. Gayle Hubbert
6. Carla Williams
7. Billy Zander
8. Gary J. Williams
9. Summi Jordan
10. Tim [Signature]
11. Jawante Bailey
12. [Signature]

8-5

EX 8-5

DCH Home Health Care Agency

1401 Greensboro Avenue
Tuscaloosa, Alabama 35401
205.759.7010

August 21, 2008


Dear Commissioner,

I am writing on behalf of Bernice Nevels who is a current patient of our agency. She has recently had surgery and requires wound care. She has been hospitalized several times and it has been very difficult to reach her home due to the condition of her road. She has several small children and has multiple health problems.

We are asking for your assistance in repairing her road, our staff has had great difficulty in reaching her home and in an emergency we are concerned for her safety. Your attention to this matter is greatly appreciated and we thank you for your assistance.

Bernice Nevels
10220 Indian Creek Road
Tuscaloosa, AL 35405
750-8051

Sincerely,


Melody Sims MSW LGSW

DCH
Health System

EX 8-6