

TUSCALOOSA COUNTY COMMISSION
MEETING
JANUARY 19, 2022

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the minutes of January 5, 2022.

Chairman Rob Robertson read into the record and presented to Mr. Dennis Duncan and Ms. LaDonna Beck a proclamation proclaiming February 2022, as "CAREER AND TECHNICAL EDUCATION MONTH."

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider the 2022 Severe Weather Preparedness Sales Tax Holiday.

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution providing Tuscaloosa County's participation in the "Severe Weather Preparedness Sales Tax Holiday" as authorized by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 25, 2022 and ending at 12:00 midnight on Sunday, February 27, 2022, the last full weekend of February in 2022.

Exhibit 1-1, Page

Upon request by Tax Assessor Leigh Ann Fair, Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Chair to execute a contract with US Geological Survey (USGS) for County Lidar Acquisition.

Exhibit 1-2, Page

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 December 2021.

Exhibit 1-3, Page

Upon request by County Attorney Robert Spence, Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to begin condemnation proceedings on the following structures:

2505 Alabama Ave NE, District II

4006 23rd Ave NE, District II

Upon request by County Attorney Robert Spence, Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to grant a 60-day extension of demolition to the homeowner of 5355 Jug Factory Rd, District IV.

Upon request by County Attorney Robert Spence, the Chair conducted a public hearing regarding the Industrial Park parcel removal request from Mercedes-Benz US International, Inc. (MBUSI) for which no one was present for comment. After the public hearing, Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the removal of a parcel, as shown in the exhibit, from the Tuscaloosa County Interstate Industrial Project to allow transfer of the parcel to the City of Tuscaloosa for construction of a fire station.

Exhibit 1-4, Pages

Upon request by County Attorney Robert Spence, Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss two matters of contract negotiation, possible potential litigation and one matter involving personnel. The Commission will not reconvene following executive session.


Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to award a bid for a roof replacement at the Sheriff's Office training facility on P&M Mining Road to Bama Roofing in the amount of \$118,802.64, as requested by Chief Loyd Baker.

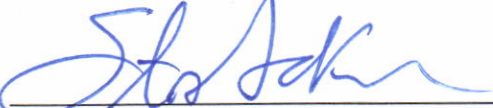
Exhibit 1-5, Pages

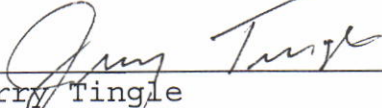
Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to award a bid for a commercial dishwasher at the Tuscaloosa County Jail to Hotel & Restaurant Supply in the amount of \$198,000.00 to be funded through the American Rescue Plan Act fund, as requested by Maintenance Superintendent Ryan Sabbagh.

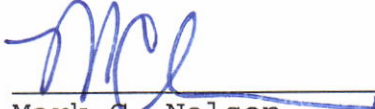
Exhibit 1-6, Pages


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 2, 2022.


 Rob Robertson
 Judge of Probate
 Chairman Tuscaloosa County Commission


 Stan Acker
 Commissioner - District I


 Jerry Tingle
 Commissioner - District II


 Mark C. Nelson
 Commissioner - District III


 Reginald Murray
 Commissioner - District IV

**RESOLUTION PROVIDING FOR TUSCALOOSA COUNTY'S
PARTICIPATION IN THE "SEVERE WEATHER PREPAREDNESS SALES
TAX HOLIDAY" AS AUTHORIZED BY ACT NO. 2012-256 IN JULY 2012**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, effective April 26, 2012, which provides an exemption of the state sales and use tax for certain severe weather preparedness supplies during the last full weekend in July 2012 and the last full weekend of February of each subsequent year; and

WHEREAS, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least fourteen days prior to 12:01 a.m. on the first Friday in July 2012, and at least 30 days prior to the last full weekend of February in subsequent years;

WHEREAS, the Tuscaloosa County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256 during the last full weekend of February 2022, beginning at 12:01 a.m. on February 25, 2022 and ending at twelve midnight on Sunday, February 27, 2022; and


WHEREAS, *Code of Alabama 1975, § 11-51-210(e)* requires that the County Commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2022 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*;

WHEREFORE BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on February 25, 2022 and ending at twelve midnight on Sunday, February 27, 2022.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the January 19, 2022 meeting of the Tuscaloosa County Commission and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

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 19th day of January 2022.

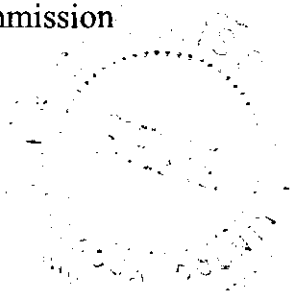


Rob Robertson, Chairman
Tuscaloosa County Commission

ATTEST:



Melvin Vines, County Administrator



EX-1



United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

Customer #: 6000004553

Agreement #: 22EGJFAAL002

TIN#: 63-6001719

Fixed Cost: No

Joint Funding Agreement

For

AL_SWCentral_B22 County Lidar Acquisition

This agreement is entered into as of the 21st day of January, 2022 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Tuscaloosa County, Alabama, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to acquire approximately 4,685 square miles of current LiDAR derived high-resolution elevation data for 4 (Tuscaloosa, Choctaw, Washington and Mobile) counties within the state of Alabama. herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

a) by the party of the first part during the period

Amount	Date	To	Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>		<u>12/31/24</u>

b) by the party of the second part during the period

Amount	Date	To	Date
<u>\$ 100,000.00</u>	<u>Date of Last Signature</u>		<u>12/31/24</u>

c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant	Amount
ALDOT	\$ 50,000.00
NRCS	\$ 458,916.55
Mobile County	\$ 25,000.00
USGS	\$ 154,500.00
Estimated Total of Separate Agreements:	\$ 688,416.55

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

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accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices by the following prescribed schedule: quarterly, independent of actual expenses and product delivery

January 2022 - 25% - after agreement is executed
April 2022 - 25%
July 2022 - 25%
Final payment to be invoiced no later than September 15th, 2022

Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)"
- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

EXI-2

- 12) If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted tribal data.
- 15) If USGS receives a FOIA request for the data, we would work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 16) For agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

EX-1-2

**U.S. Geological Survey United States
Department of the Interior**

Tuscaloosa County, Alabama

USGS Point of Contact

Name:	George Heleine
Address:	308 South Airport Road Jackson, MS 39208-6649
Telephone:	(601) 397-9615
Email:	gheleine@usgs.gov

Partner Point of Contact

Name:	John Bounds
Address:	714 Greensboro Avenue Room 108 Tuscaloosa, AL 35401
Telephone:	(205) 464-8245
Email:	john@tuscco.com

USGS Billing Contact

Name:	Janet Anselm
Address:	1400 Independence Road, MS 323 Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

Partner Financial Contact

Name:	Leigh Ann Fair
Address:	714 Greensboro Avenue Room 118 Tuscaloosa, AL 35401
Telephone:	(205) 464-8449
Email:	lfair@tuscco.com

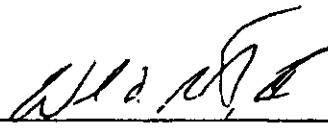
Signatures and Date

Signature: **DAVID BROSTUEN** Digitally signed by
DAVID BROSTUEN
Date: 2022.01.21 13:11:48
-07'00'

Date: _____

Name: David A. Brostuen

Title: Director, USGS-NGTOC

Signature: 

Date: 1/19/22

Name: Rob Robertson

Title: Commission Chairman

EX1-2

APPROVAL OF WARRANTS

December 2021

ACCOUNT	CHECK NUMBERS	AMOUNT
AP CLEARING	2125 - 2888	\$9,631,188.98
PAYROLL CLEARING - AP	97810 - 97883	\$2,371,345.67
PAYROLL CLEARING - PAYROLL ACH	15533 - 17001	\$2,243,093.40
PAYROLL CLEARING - PAYROLL CHECKS	66354 - 66391	\$38,567.95
		\$14,284,196.00

REVIEWED BY:

April L. Hoffman, CFO
APRIL L HOFFMAN, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, ROB ROBERTSON

Rob Robertson

COMMISSIONER, STAN ACKER

Stan Ackers

COMMISSIONER, JERRY TINGLE

Jerry Tingle

COMMISSIONER, MARK C. NELSON

Mark C. Nelson

COMMISSIONER, REGINALD MURRAY

Reginald Murray

Ex 1-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**RESOLUTION REMOVING A PARCEL FROM THE
TUSCALOOSA COUNTY INTERSTATE INDUSTRIAL PARK**

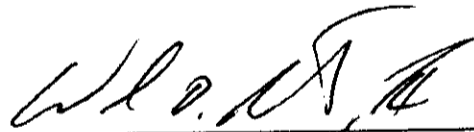
WHEREAS, the Tuscaloosa County Commission has a request from Mercedes-Benz U. S. International, Inc. (MBUSI) to remove a parcel of property from the Tuscaloosa County Interstate Industrial Park (the "Industrial Park"); and

WHEREAS, the parcel removed from the Industrial Park will be used to provide services which will enhance the safety of the manufacturing facility located within the Industrial Park; and

WHEREAS, Tuscaloosa County Commission held a public hearing on the proposed removal of the parcel, and no parties objected to the removal of such parcel from the Industrial Park; and

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION, that, pursuant to Section 11-23-7 of the Code of Alabama (1975), the Commission removes the parcel identified in Exhibit "A" from the Tuscaloosa County Interstate Industrial Park.

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 19th day of January, 2022.



Ward D. Robertson, III, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

EX-14

Bama Roofing
PO Box 2431
Tuscaloosa, AL 35403 US
(205) 391-1444
bama@bamaroofing.net



Proposal

ADDRESS

TPD Training Facility
714 1/2 Greensboro Ave.
Tuscaloosa, AL 35401

PROPOSAL # 8970

DATE 01/10/2022

JOB SITE

Berry, AL

ACTIVITY	QTY	UNIT PRICE	LINE TOTAL
Metal roofing services Remove existing metal roof panels, insulation, etc. Replace with new 26 ga. R-Panel metal roofing system as specified at designated locations. Install boots and flashing where necessary to ensure a watertight system. Includes all appropriate trim. Remove existing gutter/downspout system and install new system. Includes clean up and disposal of waste.	1	118,802.64	118,802.64

TOTAL

\$118,802.64

Accepted By

Lloyd Baker
LB

Accepted Date

1-19-2022

null | Thank you for your business!!

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TPD Training Facility Estimate Breakdown

Metal Roof	
Total Material Cost	\$ 50,813.34
Total Labor Cost	\$ 41,570.13
Gutter/Downspouts	
Total Cost	\$ 12,750.00
Other Costs(Waste, P&P Bond, etc.)	
Total Cost	\$ 13,669.17
Job Total	\$ 118,802.64

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
PAGE PROPERTIES & CONSTRUCTION, LLC
514 LURLEEN B. WALLACE BLVD. S.
TUSCALOOSA, AL 35401

as Principal, hereinafter called the Principal, and
RLI INSURANCE COMPANY
9025 N. LINDBERGH DRIVE
PEORIA, IL 61615

a corporation duly organized under the laws of the State of ILLINOIS
as Surety, hereinafter called the Surety, are held and firmly bound unto
TUSCALOOSA COUNTY SHERIFF'S OFFICE
714 1/2 GREENSBORO AVENUE
TUSCALOOSA, AL 35401

as Obligee, hereinafter called the Obligee, in the sum of

NOT LESS THAN 5% OF THE AMOUNT OF BID, BUT IN NO EVENT MORE THAN TEN THOUSAND Dollars (\$10,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

TRAINING FACILITY ROOF REPLACEMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11TH day of January, 2022

Handwritten signature of Austin Williams
(Witness)

Handwritten signature of Toni Foster
TONI FOSTER (Witness)

PAGE PROPERTIES & CONSTRUCTION, LLC
(Principal) (Seal)

Handwritten signature of Alan Page
ALAN PAGE, MANAGING MEMBER/OWNER

RLI INSURANCE COMPANY
(Surety) (Seal)

Handwritten signature of Brandon Labresh
BRANDON LABRESH, Attorney-In-Fact

EX 1-5

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marlin D Moore, III, Thomas Henry Bonhaus, Madison Andrew Hudson, Brandon LaBresh, Charles Bailey IV, William Geoffrey Plott, Wyatt A. McDaniel, David Beeson Partlow, Ben K. Hayes, jointly or severally

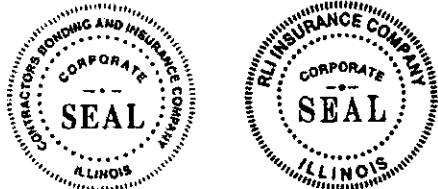
in the City of Tuscaloosa, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 17th day of June, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 17th day of June, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11th day of January, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Ex 1-5

Metro Metals
5424 Metro Park Drive
Tuscaloosa, AL 35405



Section D: Purchaser's Obligations

To receive Warranty Benefits under this Limited Warranty, purchaser must:

1. Advise Metro Metals in writing of any claimed violation of this Limited Warranty;
2. Promptly afford Metro Metals and AkzoNobel the opportunity to inspect the installation/defective metal parts; and
3. Provide documentation as deemed necessary to confirm the complaint, including original owner's proof of purchase;

Section E: Exclusion of Other Warranties / Limitation of Liabilities

Except for this Limited Warranty, Metro Metals makes no warranties, express or implied, oral or written, and disclaim all implied warranties including warranties of merchantability, fitness for a particular purpose, or other warranty of quality, or freedom from patent infringement.

Except as provided in this Limited Warranty, Metro Metals has no other liability with respect to the CERAM-A-STAR 1050 system, whether based on contract, negligence, strict liability in tort, or otherwise. Metro Metals will not be liable for special, incidental or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of purchase or replacement of other goods, or claims of business or service interruptions.

Section F: Other Terms

This Limited Warranty does not apply to any goods sold prior to the date this document is signed.

This is our complete warranty. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with CERAM-A-STAR 1050 is originally installed.

Registering Your Warranty:

To be covered by the terms of the warranty, you must complete and mail this warranty registration certificate to Metro Metals at 5424 Metro Park Drive, Tuscaloosa, AL 35405 within 30 days after roofing installation is complete. The certificate must be signed by you and your roofing installer. Please retain a copy for your own records.

Owner's Name: _____ Invoice Number: _____
Property Address: _____ City: _____ ST: _____ Zip: _____
Mailing Address (if different than property address): _____
Installer: _____ Date of Installation: _____
Gauge/Paint Color of Material Installed: _____
Owner's Phone: _____ Owner's E-mail: _____
Installer's Signature: _____ Date: _____
Owner's Signature: _____ Date: _____

Et 1-5