

TUSCALOOSA COUNTY COMMISSION  
MEETING

January 8, 2003

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:

Mike Richardson  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to concur with the County Engineer's selection of Southeastern Bolt & Screw, Inc. as the low bidder meeting specifications for assembly hardware. The bids were opened December 18, 2002.

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to award the bid for one (1) Allison Transmission to Williams Detroit Diesel-Allison, the only bid received today.

Exhibit 1-1, Pages 438-441

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the County Engineer to repair the road leading to the home of Mrs. George Harris. Mrs. Harris is a dialysis patient and relies on Superior Medi-Cab for transportation.

Exhibit 1-2, Page 442

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to add the Bull Slough Road Water Extension Project to the list of proposed water projects, and authorized McGiffert and Associates, Inc. to proceed with the engineering design and inspection. This project, estimated to cost \$370,100, will provide water service to forty-four families and provide an incentive for further development once the new bridge across Bull Slough is completed. The county's share of the cost is \$185,050. The water line across Bull Slough will be attached to the new bridge.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to grant Mr. Charles Reach a permit to install a force main to an existing sanitary sewer trunk line along the right-of-way of Hargrove Road East to serve Misty Ridge Mobile Home Park. The Commission granted Mr. Reach a waiver of the county's subdivision regulations that prohibit the installation of private utilities on the county rights-of-way. Mr. Reach must provide a \$25,000 construction bond and a maintenance bond. The County Engineer and County Attorney will determine and recommend to the Commission next week the amount for the maintenance bond.

Exhibit 1-3, Pages 443-448

City of Tuscaloosa Attorney Bob Ennis and Assistant City Attorney Tim Nunnally presented the County Commission with a copy of the City of Tuscaloosa's proposal to withdraw and delete certain areas from the city's police jurisdiction pursuant to the procedures set out in Alabama Code 11-44B-25.

Exhibit 1-4, Pages 449-459

Following a presentation by Johnny Aycock, President of The Chamber of Commerce of West Alabama, and upon motion by Commissioner Bobby Miller, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to endorse the Chamber's position statement in regard to the establishment of reasonable hours of operation for all on-premise sale of alcoholic beverages in the City of Tuscaloosa, City of Northport, and all of Tuscaloosa County. The motion further authorized the County Attorney, in cooperation with the local delegation, to draft the necessary legislation to address the sale of alcoholic beverages county-wide.

Exhibit 1-5, Pages 460-461

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the following two District Development Projects in District I:

VESTAVIA OUTDOOR RECREATION ASSOCIATION \$15,000.00  
To purchase playground equipment

NORTHSIDE COMMUNITY \$ 9,599.97  
To assist in lighting a ballfield for the  
Dixie Youth Baseball League and girls softball  
program

Exhibit 1-6, Page 462

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to reimburse Ms. Amber Hunter \$622.00 for damage incurred to her car on Bear Creek Road off of Highway 69S.

Exhibit 1-7, Page 463

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the hiring of former Data Processing Manager Max Culp on a temporary (hourly) basis until the County Attorney can draw up a formal contract. Mr. Culp recently retired and his expertise is needed on some of the older out-of-date programs.

Bids on uniforms for the Sheriff's Office were opened and referred to the Sheriff's Office for appropriate action. Bidding firms were as follows:

Municipal & Commercial Uniforms & Equipment  
McCain Uniforms


Exhibit 1-8, Pages 464-466

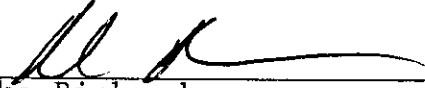
Bids on light bars and related equipment were opened and referred to the Sheriff's Office for appropriate action. Bidding firms were as follows:

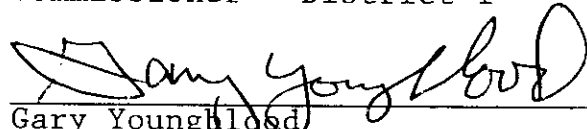
Law Enforcement Supply Co. Inc.  
G.T. Distributors Inc.


Exhibit 1-9, Pages 467-471


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, January 15, 2003.

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

  
\_\_\_\_\_  
Mike Richardson  
Commissioner - District I

  
\_\_\_\_\_  
Gary Youngblood  
Commissioner - District II

  
\_\_\_\_\_  
Bobby Miller  
Commissioner - District III

  
\_\_\_\_\_  
Reginald Murray  
Commissioner - District IV

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

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

December 16, 2003

Williams Detroit Allison  
1160 Bankhead Highway West  
Birmingham, AL 35204

Frost Transmissions, Inc.  
P.O. Drawer C  
Gadsden, AL 35904

Gentlemen:

Tuscaloosa County will accept bids for one (1) new Allison transmission (complete), Model Number MD3060PR, Part Number 29526620 until 9:00 a.m., Wednesday, January 8, 2003.

Attached are minimum specifications compiled by the Tuscaloosa County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600 between 7:00 a.m. - 3:30 p.m. Monday through Friday.

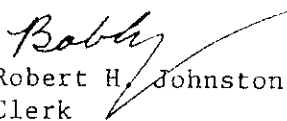
Bids can be mailed to Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, January 8, 2003.

Bids shall include all freight, delivery, etc. charges and state the condition of warranty.

A word to the wise - MAIL EARLY - overnight mail does not always arrive by 9:00 a.m. the next day. We cannot accept bids via telephone or fax machine.

Please return your bids in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

Sincerely,

  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file

1-1

1-1

MINIMUM SPECIFICATIONS  
(1) ALLISON TRANSMISSION

GENERAL : The transmission described below will be a new transmission. Not rebuilt nor remanufactured . The cost of the transmission will include all installation and adjustments necessary for proper operation.

SERVICE AND WARRANTY : The vendor shall furnish manufacturer's service and warranty policy.  
The vendor shall also attach separate sheet with all extended warranty coverage plans available and their associated cost and coverage.

TRANSMISSION : ALLISON TRANSMISSION : MODEL NUMBER MD3060PR

PART NUMBER : 29526620

**BID SUBMITTAL SHEET**  
**ALLISON MD3060PR TRANSMISSION (or equal)**

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Bid Item

Base Bid

---

Base Bid, Allison Transmission (or equal)

Model: MD3060PR

Part Number: 29526620

12,261.96

(see attachment)

**DELIVERY:**

Delivery may be a factor in awarding the bid. Delivery shall be made within fourteen (14) days from the date of award.

Name of Company: WILLIAMS DETROIT DIESEL-ALLISON

Mailing Address: 1160 Bankhead Hwy W. - Birmingham, AL 35204

Telephone: 800 365-3780

Name: Scott Gross

Title: Service Advisor

Date: 12-19-02

*File f:/users/bobby/winword/equipbid/Allison Transmission*

# ESTIMATE FOR TUCALOOSA CO.

*PRICE FOR NEW TRANSMISSION.....	\$10,050.00
*R&R LABOR IS 16 HRS @ \$83.00.....	\$1328.00
*DISASSEMBLE FAILED TRANSMISSION CLEAN AND INSPECT ALL PARTS AND MAKE ESTIMATE 6HRS @ \$83.00.....	\$498.00
*EPA AND MISC.....	\$110.00
*FLUID (ATF DEXRON III).....	\$63.60
*FREIGHT.....	\$212.36
TOTAL LESS TAX.....	-----
	\$12,261.96

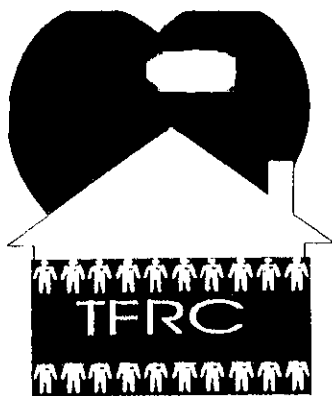
ALLOW TEN TO FIFTEEN DAYS FOR SHIPMENT OF TRANSMISSION.  
ALLOW TWO DAYS FOR TRANSMISSION R&R

WILLIAMS DDA CURRENTLY HAS A CHARGE ON THIS UNIT FOR REMOVING TRANSMISSION, DISASSEMBLY, INSPECTION AND ESTIMATE OF THE FAILED TRANSMISSION. THE TOTAL AT THIS POINT IS \$1215.00.

TRANSMISSION WILL COME WITH A TWO YEAR UNLIMITED MILE WARRANTY.  
 AN ADDITIONAL ONE YEAR.....\$396.00  
 AN ADDITIONAL TWO YEAR.....\$804.00  
 AN ADDITIONAL THREE YEAR...\$1,200.00



MEMORANDUM  
December 27, 2002



Tuscaloosa Family  
Resource Center

867-870 Redmont Drive  
Post Office Box 40764  
Tuscaloosa, AL 35404

(205) 462-1000 Phone  
(205) 462-1001 Fax

Teresa Costanzo  
Executive Director

BOARD

Jacqueline Morgan, Chair

Jon Anderson

Star Bloom

Rosemarie Childress

Beverly Clark

Madeleine Hill

Shelley Jones

Tom Kloess

Charlie Land

Gordon McNeil

Brenda Parker

Jean O'Connor Snyder

Jeannette Stevenson

Kim Thoma

James Walker

Steve Webb

Tammy Yager



TO: Judge Hardy McCollum  
Probate Court of Tuscaloosa County  
FROM: Teresa S. Costanzo  
Tuscaloosa Family Resource Center  
SUBJECT: Road Assessment  
CONSUMER: Mrs. George (Candy) Harris  
16764 Reed Creek Road  
Ralph, Alabama 35480

The Tuscaloosa Family Resource Center received a request from the DCH Dialysis Center and Commissioner Reginald Murray to assess the road condition leading into the home of Mrs. Candy Harris. Mrs. Harris has been a dialysis patient for almost 5 years and travels to DCH Hospital Dialysis Center three days a week for treatment. The Harris' have no transportation and rely on Superior Medi-Cab to take Mrs. Harris for treatment. According to Mrs. Whitehead, DCH Social Worker, the van often cannot reach the Harris home due to hazardous road conditions. This forces Mrs. Harris to walk up a steep hill to the van.

A physical inspection of the home/road conditions was made on December 26<sup>th</sup>. The Harris' live in rural Tuscaloosa County and are approximately .04 mile from a paved road. School bus transportation and postal services are not provided on Reed Creek Road but are accessed on John Taylor Road. Mrs. Harris lives at the end of the road and the driveway leading to her mobile home is on a steep downward incline. The driveway has long deep ruts over the entire road and even on a dry day, access by automobile is almost impossible. It is apparent that on rainy days, the road would be entirely impassable, causing Mrs. Harris to have to walk to the top of the hill for medical transportation.

Mr. and Mrs. Harris receive Social Security Disability and SSI checks in the amount of \$983 monthly. Living in the home are the Harris' four children ranging in age from 17 to 11 years of age. A 2-year-old grandchild also lives in the home and receives Child Support of \$178 monthly. The Harris' receive Food Stamps, Medicaid, and WIC services and I suggested they might be eligible for TANF services for the children. Mrs. Harris indicated her health is deteriorating from being on dialysis for almost five years. In order to be eligible for a kidney transplant, Mrs. Harris needs to lose 150 pounds, a goal she finds to be virtually impossible to obtain. Recently she has begun experiencing hip problems, which make walking up the hill even more difficult. She indicated that frequently it takes her 15 minutes to walk to the van and that she is totally exhausted before starting on the dialysis machine.

RECOMMENDATION:

Based on my information from the DCH Hospital Dialysis Center, Mrs. Candy Harris, and my personal observation, I recommend the driveway leading down to the Harris home be repaired immediately. Due to Mrs. Harris' serious medical needs, immediate access to transportation is critical and road conditions must be repaired and maintained in order for this access to be possible. Please feel free to contact me with any questions or concerns.

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

AGREEMENT FOR PERMIT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between the COUNTY OF TUSCALOOSA, the STATE OF ALABAMA, hereinafter referred to as "Grantor:", and Charles Reach of 4801 Hargrove Road East Cottondale, AL 35452 doing business at 4801 Hargrove Road East Cottondale, AL 35453 hereinafter referred to as "Grantee".

1. RIGHT OF WAY. In consideration of the sum of \$2.00 per linear foot, Grantor hereby grants, permits and conveys to Grantee a permit for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing Force main to existing sanitary sewer trunk line (installing)

\_\_\_\_\_, at a location and on a route to be selected by the Grantor, on, in, over and through the following described land in Tuscaloosa County, Alabama; generally along County roads as follows: South of the intersection of Serenity Drive and Hargrove Road East located in Section 4, Township 22 South, Range 9 West

\_\_\_\_\_, all being in Tuscaloosa County, Alabama, more particularly described on the attached map, which said map is on file in the County Engineer's Office, said route to be determined finally by the Grantor herein. At such time as Grantee has decided the final route of said pipeline, the County Engineer will calculate the total footage of same, and Grantee will pay the cost of same based on such calculation before construction begins thereon. Such road rights-of-way are sometimes referred to herein as the premises.

2. TERM. The rights granted herein shall be possessed and enjoyed by Grantee so long as the pipelines and appurtenances constructed pursuant hereto shall be maintained and operated by Grantee.



3. ADDITIONAL RIGHTS OF GRANTEE. Grantee shall have the right of ingress and egress to and from the premises for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein, such right not to interfere with the normal traffic of the County roads described as the premises and with reasonable advance notice to Grantor of all work to be done thereon.

4. RIGHTS OF GRANTOR. Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. It is understood by and between the Grantor and the Grantee that this is a non-exclusive permit, and Grantor reserves the right to convey similar or other permits to public utilities or private parties.

5. ASSIGNMENTS. The rights granted herein shall not be assignable except with the approval of the Grantor and any attempt by the Grantee to assign any of the rights granted herein either separately or severally, in whole or in part, without such approval, shall be void.

6. DEFAULT BY GRANTEE. This agreement and all rights of Grantee hereunder shall, at the option of Grantor, terminate on the failure by Grantee to remedy and default in the performance of any term or condition of this instrument within twenty (20) days after service of written notice of such breach.

7. WARRANTY OF TITLE. It is understood and agreed by and between the parties hereto that Grantor may not have deeded or condemned rights-of-way over all roadways referred to herein, but it is the intent of Grantor convey the permit herein to the extent of its lawful right to do so and no warranties of title are given by Grantor relating to the premises.

8. WIDTH OF PERMIT. During construction, clean up, and restoration operations, Grantee shall have the right to utilize a working area of ten feet on both sides of the premises described herein. However, after completion of such operations, Grantee shall have no further right to such temporary working space, and Grantee's rights shall be limited solely to a permit for the operation and maintenance of the pipeline in place and all pipelines constructed pursuant to this instrument shall be confined to such permit. The exercise by Grantee of the rights created by this permit shall at all times be subservient to the rights of the Grantor along said premises.

9. APPURTENANT FACILITIES. Grantee agrees that no drips or valves shall be placed on any pipeline passing through the premises unless same are recessed and have previously been approved by Grantor. Grantee shall further have right to located any surface installation on any part of the pipeline premises, or to fence the whole or any part thereof.

10. RIGHT OF ACCESS. Grantee shall have the right of ingress and egress to and from the premises for the purposes described herein. Such ingress and egress shall be limited to existing public roads and adjacent rights-of-way.

11. RELOCATION OF PIPELINE ON REQUEST OF GRANTOR. Whenever, in the reasonable opinion of Grantor, the pipeline interferes with the Grantor's use of or operations on the premises, Grantee shall, at its own expense and risk, with thirty (30) days after written request therefore by Grantor, lower or relocate and reconstruct such pipeline to the depth or along the route specified by Grantor in such request. Grantee shall thereafter restore the premises as nearly as possible to the state and conditions they were in prior to such lowering or relocation and reconstruction.

12. GRANTOR'S USE OF PREMISES. Grantor reserves the right to place along, across and over the pipeline permit as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, drainage structures, and other utilities as Grantor may desire. Grantor reserves the right to fence the whole or any part of the boundaries of the premises and the right to build fences crossing same.

Grantor shall have the right to full use and enjoyment of the premises, except for such use as may unreasonable interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house or building on or over any pipeline constructed pursuant to the permit.

13. BURIAL OF PIPELINES. Grantee agrees to bury all pipelines to a depth that is sufficient to provide a thirty inch cover between the surface and the depth between the surface and the depth of the pipeline. Grantee further agrees to bury all pipelines at a depth sufficient to place said pipeline beneath all cross drainage now existing along said permit route. The Grantee herein further agrees that Grantor has the right to specify how and where said pipeline will cross any and all creeks along the proposed route.

Grantee agrees to bury all pipelines constructed on the premises at a sufficient depth so the pipelines will not interfere with the cultivation or drainage of the premises. As previously stated, the minimum depth for such pipelines shall provide at least thirty inches of cover between the top of the pipeline and the surface.

14. RESTORATION OF SURFACE. After the installation of any pipeline, and after the abandonment or expiration of this grant for any cause, grantee shall remove all pipe and other property placed on the premises by or for Grantee, fill and level all ditches, ruts, and debris resulting therefrom, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surface of the premises as near to its original condition as may be possible, all within a reasonable time after the installation of such pipeline or the abandonment or expiration of this permit. If Grantee fails to do so, Grantor may do so at the Grantee's risk and expense, and grantee agrees to reimburse Grantor for the costs of such removal and restoration operations.

15. LIABILITY OF GRANTEE AND INDEMNITY. Grantee shall be fully liable for all injuries to persons or damage to property resulting from the construction, maintenance, or operation of its pipeline pursuant to this permit. Grantee further agrees to pay Grantor for all damages suffered by Grantor as a result of the exercise by Grantee of the rights granted herein. To this end, Grantee agrees to indemnify Grantor against all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the laying, maintenance, renewal, repair, use, or existence of any pipeline constructed pursuant to this permit, including the breaking of such pipeline or the leaking of any substance therefrom. Grantee further agrees that it will indemnify Grantor against all liability and against all losses or damage to persons or property resulting from or in any manner connected with or arising from the laying, maintenance, operation, or presence of its pipeline or the contents thereof on the premises, or the removal of such pipeline therefrom, whether or not such liability, loss, or damage is caused in whole or in part by any negligent act of Grantor, his employees, or agents. Grantee, or its Contractor conducting the work on the subject pipeline, further agrees to post a County-wide construction bond in the amount of \$25,000.00 to indemnify Grantor for any damages or expenses incurred by Grantor arising out of the construction of said pipeline.



STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that Charles Reardon, whose name as Grantee is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official this the 5<sup>th</sup> day of November 1996.

Pamela W. Clain  
Notary Public in and for  
State of Alabama

My Commission Expires: 12-31-99.

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that Bobby C. Hagler whose name as County Engineer of Tuscaloosa County, Alabama, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he executed the same voluntarily for and as the act of said County.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
Tuscaloosa County, Alabama.

My Commission Expires: \_\_\_\_\_

FILE: PW\EN\_C\FORMS\PERMIT

# City of Tuscaloosa

COUNCIL  
 JAMES CUNNINGHAM  
*District 1*  
 HARRISON TAYLOR  
*District 2*  
 JERRY PLOTT  
*District 3*  
*President Pro Tem*



ALVIN P. DuPONT  
*Mayor*

COUNCIL  
 LEE GARRISON  
*District 4*  
 KIP TYNER  
*District 5*  
 WALTER MADDOX  
*District 6*  
 JOE POWELL  
*District 7*

January 8, 2003

VIA U.S. MAIL AND HAND DELIVERY

Honorable Hardy McCollum, Chairperson  
 Tuscaloosa County Commission  
 48 Cherokee Hills East  
 Tuscaloosa, Alabama 35404

Honorable Mike Richardson  
 Tuscaloosa County Commission  
 Post Office Drawer 689  
 Northport, Alabama 35476

Honorable Gary Youngblood  
 Tuscaloosa County Commission  
 10904 Washington Estates  
 Cottondale, Alabama 35453

Honorable Bobby Miller  
 Tuscaloosa County Commission  
 5017 Pinewood Lane  
 Tuscaloosa, Alabama 35405

Honorable Reginald Murray  
 Tuscaloosa County Commission  
 Post Office Box 188  
 Fosters, Alabama 35463

RE: City of Tuscaloosa Police Jurisdiction Withdrawal/Deletion

Dear County Commissioners:

The City of Tuscaloosa is in the process of completing the third phase of a multi-year project to delete certain areas from the City's police jurisdiction pursuant to the procedures set out in ALA. CODE 11-44B-25. Enclosed is a copy of Ordinance No. 6421 enacted by the City Council of Tuscaloosa on January 7, 2003 describing the area to be deleted in this current, and probably final, phase. This letter is a formal request to the County Commission for approval of the City's police jurisdiction deletion, subject to the amendment described below.

As required by law, the City published and mailed notices of the process to all property owners in the area proposed for deletion, and invited them to attend public hearings. During the course of the public hearings, certain citizens objected to being deleted from the City's police jurisdiction. Citizens living in the Woodbank Subdivision, which is off Highway 69 just south of Shelton State Community College, have asked to be retained in the City's police jurisdiction. Many individual Woodbank residents appeared at the hearings to voice their objections, and a petition containing 48



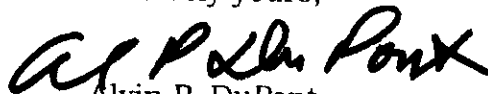
signatures expressing the same objection has been presented to the City. Based on the input we have received, the City Council intends to amend the area to be deleted to retain Woodbank and two other small parcels.

Under the statute, the amendments to retain these three areas must be enacted by the City Council after delivery of the original ordinance to the County Commission. Accordingly, on the January 9, 2003 City Council agenda is an ordinance amending the present area of deletion to retain these three areas. Once this passes, we will promptly submit the amended deletion area to the County Commission.

On behalf of the City of Tuscaloosa, I request that the Tuscaloosa County Commission approve the police jurisdiction deletion ordinance enclosed, as it will be amended by the City Council on January 9, 2003. By law the Commission has 30 days to act on the City's request.

Thank you for your attention to this matter. Please contact Bob Ennis or Tim Nunnally in the City's Legal Department if you have questions or comments or need any additional information.

Sincerely yours,

  
Alvin P. DuPont  
Mayor

Attachment

CC w/attm: Mr. Robert Spence, County Attorney  
Robert Johnson, County Clerk

Legal Dept.  
Prepared By THN  
Request By City Council  
Presentation On 12-19-02  
Suspension of Rules \_\_\_\_\_

APPROVED  
THN  
City Attorney

ORDINANCE NO. 6421

AN ORDINANCE ELECTING TO DELETE CERTAIN TERRITORY  
FROM THE POLICE JURISDICTION OF THE CITY OF TUSCALOOSA

(A02-0139)

WHEREAS, ALA. CODE §11-44B-25 (1975), provides a procedure whereby a Class IV Municipality, such as the City of Tuscaloosa, may reduce or delete certain territory from its police jurisdiction; and,

WHEREAS, in accordance with said statute, the City initiated this process by adopting a resolution on or about November 19, 2002, whereby the area of the City's police jurisdiction proposed for deletion and/or reduction was described therein and depicted upon attached maps and the dates and times for public hearings and the schedules for publication and notices were established; and,

WHEREAS, subsequently all notices and filings were duly made in accordance with law, and two public hearings were conducted, on December 16, 2002 and December 17, 2002, both at Tuscaloosa City Hall, wherein parties in interest and citizens were provided a full opportunity to be heard and where City employees acting as a committee of designated representatives of the City Council, advised those in attendance of the proposal, as well as the effect the deletion of the territory would have upon municipal services, including police and fire, within the area; and

WHEREAS, at the public hearings, certain property owners appeared and expressed objections to their property being deleted from the police jurisdiction, and the City Council is carefully considering these objections and whether to reduce the area of deletion to eliminate certain properties from the deletion area; and

WHEREAS, pursuant to ALA. CODE §11-44B-25(4) the City Council is authorized to modify and alter the area of deletion by reducing the area to be deleted from the police jurisdiction, but that such modification to reduce the area of deletion must be made after the present ordinance is submitted to the Tuscaloosa County Commission, and therefore without obligation to do so, the City Council expressly reserves the authority to reduce the area of deletion from the police jurisdiction by considering particular areas that are included in the property description set out below and enacting an amendatory ordinance at the appropriate time to exclude any such areas from the police jurisdiction deletion.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL as follows:

1. TERRITORY: The City Council of Tuscaloosa does hereby elect, pursuant to ALA. CODE §11-44B-25 (1975), to delete and/or reduce territory from its police jurisdiction as more particularly described as follows:

Beginning at the intersection of the low water mark on the left bank of the Black Warrior River and the upstream face of the Holt Lock and Dam located in Section 2, Township 21 South, Range 9 West, Tuscaloosa County Alabama;

THENCE easterly along the meanderings of the low water mark of said left bank of the Black Warrior River to the east boundary of the west half of Section 1, Township 21 South, Range 9 West;

THENCE southerly along said east boundary of west half of Section 1 to the north boundary of Section 12, Township 21 South, Range 9 West;

THENCE easterly along the north boundary of said Section 12 and the north boundary of Section 7, Township 21 South, Range 8 West, to the northeast corner of the Northwest Quarter of said Section 7;

THENCE southerly along the east boundary of said Northwest Quarter of Section 7, to the southeast corner of said Northwest Quarter;

THENCE westerly along the south boundary of said Northwest Quarter to the east boundary of Section 12, Township 21 South, Range 9 West;

THENCE southerly to the southeast corner of said Section 12;

THENCE westerly to the northeast corner of the west half of Section 13, Township 21 South, Range 9 West;

THENCE southerly along the said east boundary of the west half of Section 13 to the northeast corner of the Northwest Quarter of Section 24, Township 21 South, Range 9 West;

CONTINUE southerly along the east boundary of said Northwest Quarter of Section 24 to the northwest corner of the Southeast Quarter of said Section 24;

THENCE easterly along the north boundary of said Southeast Quarter of Section 24 to the northwest corner of the south half of Section 19, Township 21 South, Range 8 West;

CONTINUE THENCE easterly along the north boundary of said south half of Section 19 to the northeast corner thereof;

THENCE southerly along the east boundary of said south half of Section 19 to the northeast corner of Section 30, Township 21 South, Range 8 West;

THENCE southerly along the east boundary of said Section 30 to the north boundary of that certain parcel of land described in Deed Book 889, Page 265 as recorded in the Probate Office of Tuscaloosa County;

THENCE easterly along the north boundary of said parcel of land a distance of 191 feet, more or less, to the northeast corner thereof;

THENCE southerly along the east boundary of said parcel to the centerline of the south fork of Bee Branch;

THENCE southerly along the meandering centerline of Bee Branch, also being the east boundary of that Parcel of Land described in Deed Book 1206, Page 698 as recorded in the probate office of Tuscaloosa County, to a point 210 feet northerly of and perpendicular to the north right of way margin of Interstate Highway 20/59 and being on the north margin of the corporate limits of the city of Tuscaloosa;

THENCE easterly along the said north margin of the corporate limits as they extend easterly along Interstate Highway 20/59 to the east boundary of Section 22, Township 21 South, Range 7 West;

THENCE southerly and westerly along said corporate limits to the intersection of the present corporate limits of the City of Tuscaloosa and the north boundary of the west half of Southwest Quarter of Section 32, Township 21 South,, Range 8 West of the Huntsville Meridian, being 30 feet southeasterly of and perpendicular to the southeast right of way margin of Interstate Highway 20/59;

THENCE easterly along the said north boundary to the northeast corner of said west half of the Southwest Quarter of Section 32;

THENCE southerly along the east boundary of said west half of Southwest Quarter to the south right of way margin of U.S. Highway No. 11;

THENCE northwesterly along the said south right of way margin to the west boundary of Section 32, Township 21 South, Range 8 West;

THENCE southerly along the west boundary of said Section 32 to the north right of way margin of the Southern Railway System;

THENCE southeasterly and easterly along the said north right of way margin to a point which is on a prolongation of the east boundary of that parcel of land described in Deed Book 1211, Page 520 as recorded in the Probate Office of Tuscaloosa County, being the present corporate limits of the City of Tuscaloosa;

THENCE southerly along said east boundary to the north boundary of the Northwest Quarter Section 5, Township 22 South, Range 8 West;

THENCE easterly along the north boundary of said Northwest Quarter of Section 5 to the northeast corner thereof;

THENCE southerly along the east boundary of said Northwest Quarter of Section 5 to the southeast corner thereof;

THENCE westerly along the south boundary of said Northwest Quarter of Section 5 to the northeast corner of the west half of Southwest Quarter of said Section 5;

THENCE southerly along the east boundary of said west half of Southwest Quarter of Section 5 to the north boundary of Section 8, Township 22 South, Range 8 West;

THENCE westerly along the north boundary of Section 8 and the north boundary of Section 7 to the northeast corner of the Northwest Quarter of Section 7, Township 22 South, Range 8 West;

THENCE southerly along the east boundary of said Northwest Quarter of Section 7 to the southeast corner thereof;

THENCE westerly along the south boundary of said Northwest Quarter of Section 7 to a point 1,500 feet southeasterly of and measured perpendicular to the centerline of Jim Jones Road;

THENCE westerly and southwesterly parallel with and 1,500 feet south and southeasterly of the centerline of said Jim Jones Road to the east boundary of the Southwest Quarter of Section 12, Township 22 South, Range 9 West;

THENCE southerly along the east boundary of said Southwest Quarter of Section 12 and the east boundary of the Northwest Quarter of Section 13, Township 22 South, Range 9 West, to the southeast corner thereof;

THENCE easterly along the north boundary of the Northwest Quarter of the Southeast Quarter of said Section 13 to the northeast corner thereof;

THENCE southerly along the east boundary of said Northwest Quarter of Southeast Quarter of Section 13 to the southeast corner thereof; THENCE westerly along the south boundary of said Northwest Quarter of Southeast Quarter of Section 13 to the northeast corner of that parcel of land described in Deed Book 788, Page 363 as recorded in the Probate Office of Tuscaloosa County;

THENCE southerly along the east boundary of said parcel to the southeast corner thereof;

THENCE southeasterly to the northeast corner of that parcel of land described in Deed Book 786, Page 337, in the Probate Office of Tuscaloosa County;

THENCE southerly along the east boundary of said parcel to the southeast corner thereof and being on the north boundary of Section 24, Township 22 South, Range 9 West;

THENCE westerly along the north boundary of said Section 24 to a point 2640 feet easterly of and perpendicular to the centerline of the Alabama Department of Transportation Project ST-063-999-010 (Buttermilk Road);

THENCE southwesterly parallel with and 2640 feet southeasterly of the centerline of said project ST-063-999-010 to the east boundary of the Northwest Quarter of the Southeast Quarter of Section 26, Township 22 South, Range 9 West;

THENCE southerly along the east boundary of said Northwest Quarter of Southeast Quarter of Section 26 to the southeast corner thereof;

THENCE westerly along the south boundary of said Northwest Quarter of Southeast Quarter and the Northeast Quarter of Southwest Quarter of Section 26 to the northeast corner of the Southwest Quarter of Southwest Quarter of said Section 26 and being the northwest corner of that parcel of land described as Parcel No. II in Deed Book 2001, page 17034 as recorded in the Probate Office of Tuscaloosa County;

THENCE southeasterly along the east boundary of said Parcel II to the southeast corner thereof;

THENCE westerly along the south boundary of said Parcel II also being the north boundary of Double Gate Estates as recorded in Plat Book 13, Page 38, to the northwest corner of Lot 14, Block C of said Double Gate Estates;

THENCE southerly along the west boundary of said Double Gate Estates to a point 420 feet north of the south boundary of Section 26, Township 22 South, Range 9 West;

THENCE westerly parallel with and 420 North of the south boundary of said Section 26 and the south boundary of Section 27, to the northeast right of way margin of U.S. Highway 82;

THENCE southwesterly crossing said U.S. Highway No. 82 to the northeast corner of that parcel of land described in Deed Book 812, Page 449 in the Probate Office of Tuscaloosa County;

THENCE southwesterly along the north boundary of said parcel and the prolongation thereof to the southwest right of way margin of Skelton Road;

THENCE northwesterly along the said southwest right of way margin of Skelton Road to the northeast corner of Monticello Estates No. 2, as recorded in Plat Book 9, Page 60;

THENCE southwesterly along the north boundary of said Monticello Estates No. 2 and the prolongation thereof to the west right of way margin of Bear Creek Road;

THENCE northwesterly along the west and southwest right of way margin of said Bear Creek Road to the easterly right of way margin of the Swindle Road;

THENCE southerly and southwesterly along the easterly and southeasterly right of way margin of said Swindle Road to the east boundary of Section 19, Township 22 South, Range 9 West;

THENCE southerly along the east boundary of Sections 19, 30 and 31, Township 22 South, Range 9 West to the Freeman Line also being the southeast corner of Fractional Section 31;

THENCE westerly along the Freeman Line and the south boundary of said Fractional Section 31, Township 22 South, Range 9 West, and Fractional Sections 36 and 35, Township 22 South, Range 10 West, to the west right of way margin of Alabama Highway No. 69;

THENCE northerly along said west right of way margin to the southwest right of way margin of the Old Greensboro Road;

THENCE northwesterly along the west right of way margin of said Old Greensboro Road to the centerline of Little Sandy Creek in the Northwest Quarter of Section 26, Township 22 South, Range 10 West;

THENCE southwesterly along the meandering Centerline of said Little Sandy Creek to the Freeman Line near the southeast corner of Fractional Section 33, Township 22 South, Range 10 West;

THENCE westerly along said Freeman Line and south boundary of said Section 33 to the east right of way margin of the Southern Railway System;

THENCE northerly along the said east right of way margin of the Southern Railway System to the south boundary of the Northwest Quarter of Section 22, Township 22 South, Range 10 West;

THENCE westerly along the south boundary of said Northwest Quarter of Section 22 to the west right of way margin of said Southern Railway System;

THENCE northerly along the west right of way margin of said Southern Railway System to the south boundary of Section 10, Township 22 South, Range 10 West;

THENCE westerly along the south boundary of said Section 10 and Sections 9, 8, and 7 of Township 22 South, Range 10 West and along the south boundary of Section 12, Township 22 South, Range 11 West to the southwest corner thereof;

THENCE northerly along the west boundary of said Section 12, and Section 1, Township 22 South, Range 11 West to the northwest corner of said Section 1;

THENCE northerly along the west boundary of Section 36 and Section 25, Township 21 South, Range 11 West of the Huntsville Meridian, to the low water mark on the right bank of the Black Warrior River;

THENCE southwesterly along the low water mark of said right bank of the Black Warrior River to the present westerly limits of the police jurisdiction of the City of Tuscaloosa;

THENCE southeasterly, easterly, and northeasterly along said present police jurisdiction boundary, being a series of arcs struck three miles in distance from the existing corporate limits of the City of Tuscaloosa, to an equidistant point with the City of Coaling in the Southeast Quarter of Section 10, Township 22 South, Range 8 West;

THENCE northwesterly along said present police jurisdiction boundary to the northwest corner of said Section 10;

THENCE along the said present police jurisdiction boundary and the westerly corporate limits of the City of Coaling to the intersection of said boundary with the corporate limits of the City of Tuscaloosa in the Northeast Quarter of Section 33, Township 21 South, Range 8 West;

THENCE northeasterly along the southeasterly corporate limits of the City of Tuscaloosa and the northwesterly corporate limits of the City of Coaling to the north boundary of Section 33, Township 21 South, Range 8 West;

THENCE easterly along the corporate limits of the City of Coaling and the present police jurisdiction boundary of the City of Tuscaloosa to the easterly limits of the police jurisdiction in the Northwest Quarter of Section 35, Township 21 South, Range 8 West;

THENCE northerly along said present police jurisdiction boundary of the City of Tuscaloosa to an equidistant line between the corporate limits of the City of Tuscaloosa and the City of Coaling;

THENCE easterly along said equidistant line and the present police jurisdiction boundary to the intersection of the southerly corporate limits of the City of Tuscaloosa and the westerly corporate limits of the City of Vance;

THENCE easterly, then northerly, then westerly along the corporate limits of the City of Tuscaloosa to the intersection of the westerly boundary of the corporate limits of the City of Vance and the northerly corporate limits of the City of Tuscaloosa;

THENCE northerly along the said westerly corporate limits of the City of Vance and the present police jurisdiction boundary of the City of Tuscaloosa to a line

equidistance between the corporate limits of the City of Brookwood and the corporate limits of the City of Tuscaloosa;

THENCE westerly along said line and the present police jurisdiction boundary of the City of Tuscaloosa to its intersection with the easterly boundary of the corporate limits of the City of Brookwood in the Northwest Quarter of Section 29, Township 21 South, Range 7 West;

THENCE southerly along said easterly boundary of the corporate limits of the City of Brookwood to the northerly boundary of the corporate limits of the City of Tuscaloosa;

THENCE westerly along the northerly boundary of the corporate limits of the City of Tuscaloosa to its intersection with the present police jurisdiction boundary of the City of Tuscaloosa;

THENCE northerly along said present police jurisdiction boundary to an equidistance line between the corporate limits of the City of Tuscaloosa and the corporate limits of the City of Brookwood;

THENCE westerly and northwesterly along the present police jurisdiction boundary of the City of Tuscaloosa being said equidistance line and a series of arcs struck three miles in distance from the existing corporate limits of the City of Tuscaloosa to the low water mark on the right bank of the Black Warrior River; thence southwesterly along the low water mark of the right bank of said Black Warrior River to the intersection of said low water mark and the upstream face of the Holt Lock and Dam;

THENCE southerly along said upstream face of the Holt Lock and Dam to the point of beginning.

As more particularly depicted upon the map attached hereto.

2. MAP: That a map or plat depicting the above described territory and showing its relationship to the corporate limits of the City of Tuscaloosa is attached hereto and adopted herein by reference. Larger and more detailed maps and/or plats are available in the office of the City Engineer. In the event of a conflict or discrepancy between the descriptions of the territories and those depicted upon the attached map or plat, the depiction or description that most accurately reflects the intention of the City Council should prevail.

3. TERMINATION OF TAXES AND SERVICES: That from and after the effective date of this ordinance and approval by the County Commission or as otherwise provided by law and notwithstanding any law to the contrary, all license taxes, sales taxes and use taxes, levied and collected by the City pursuant to ALA. CODE §11-51-91 AND §11-51-206 (1975) shall be terminated within the territory described above.

Simultaneously therewith, City services, except as otherwise provided by law or separate contract agreement, any duty or obligation to provide City services shall be terminated within the territory described, which services shall include but not be limited to police, fire, building inspection and related Code



services and any other services financed in whole or in part by such license taxes, sales taxes or use taxes, imposed and collected by the City of Tuscaloosa in the territory of the above described area, notwithstanding any law to the contrary, including but not limited to Act 76-594 and as amended by Act 94-539.

Provided; however, the adoption and approval of this ordinance shall not operate to terminate or otherwise limit the City of Tuscaloosa's ability or authority to provide water, sewer or solid waste services within the territory as described above as otherwise authorized by law, nor limit in any way the City of Tuscaloosa's ability to provide services pursuant to separate contract agreement with local governments or volunteer fire departments, or its participation in countywide or intergovernmental joint agencies or organizations as otherwise authorized by law.

All license taxes, sales taxes and use taxes levied and collected by the City pursuant to ALA. CODE §11-51-91 and §11-51-206 from the territory eliminated from the City's police jurisdiction shall be prorated if necessary, to coincide with the effective date of the ordinance. If excess taxes have been paid, the excess amount shall be refunded no later than sixty (60) days following the effective date of this ordinance. Provided; however, in accordance with ALA. CODE §11-44B-25(d), nothing herein shall be construed to prohibit or limit in any manner the City's participation in County-wide or intergovernmental joint agencies or organizations as otherwise authorized by law, nor from entering into or continuing to honor agreements, for a fee or other consideration with applicable public entities or authorities, nor shall the same be construed to alter or affect the right and privilege of the City to continue to receive any Countywide or Statewide tax revenue such as sales taxes and use taxes, gas taxes or other tax revenues and to fully participate in the receipt of all or any portion of the same from the territory derived by virtue of other legislative enactments or amendments thereto, imposing, levying or collecting various taxes, assessments or fees, Countywide or Statewide, nor shall the same in any manner affect or alter the validity of such legislative enactments or amendments thereto.

4. SUBMISSION FOR COUNTY COMMISSION APPROVAL: That the City Attorney be, and he is hereby, authorized to mail or otherwise deliver a copy of this ordinance together with the map or plat depicting the territory proposed to be so deleted to each member of the Tuscaloosa County Commission and deliver the same to the Clerk of the County Commission together with a request from the City of Tuscaloosa for the County Commission's approval of the proposed deletion.

That the Mayor be, and he is hereby, authorized to sign such a request by and as an act for and on behalf of the City of Tuscaloosa.

5. EFFECTIVE DATE: That subject to the Mayoral Veto pursuant to ALA. CODE §11-44B-7 (1975) this ordinance shall take effect after approval by the

Tuscaloosa County Commission pursuant to ALA. CODE §11-44B-25 (1975), which date shall be no less than ninety (90) days from the date of its adoption.

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
 Ordinance \_\_\_\_\_  
 Introduced 12/17/02  
 Passed 1/7/03  
 2nd Reading 1/7/03  
 Unanimous \_\_\_\_\_  
 Failed \_\_\_\_\_  
 Tabled \_\_\_\_\_  
 Amended \_\_\_\_\_  
 Comments: \_\_\_\_\_

## Position Statement of The Chamber of Commerce of West Alabama

Inherent in the mission of The Chamber of Commerce of West Alabama is the support and encouragement of efforts to ensure a healthy, quality environment for the citizens and the families of the total community that provides opportunities for sustained, long-term economic progress and achievement of a higher quality of life.

In pursuing the organization's basic mission, it is essential that we seek to build a physical and social environment that nurtures and supports a safe and secure community, mutual respect, and public policy that supports a framework for thoughtful and responsible decision-making that benefits the total community.

To achieve these basic objectives, it is also important to address difficult, complex issues with a sense of responsibility and a balanced decision-making process that considers both short and long term effects and solutions – and that is based on the basic understanding of the right thing to do for the whole community.

It is also vital to work in partnership with the community's most significant economic resource – our educational institutions, including The University of Alabama, Stillman College and Shelton State Community College.

Recent and continuing reports related to growing student involvement and access to alcohol and drugs is of great concern, and The Chamber strongly encourages that this issue be addressed in a responsible and thoughtful, yet firm and aggressive manner. And after review, discussions and deliberations with various community constituencies, The Chamber supports the following measures:

- ✓ Establishment of reasonable hours of operations for all on-premise sales of alcoholic beverages in the City of Tuscaloosa, City of Northport and all of Tuscaloosa County. The Chamber supports the recommendations of The University of Alabama and encourages closing hours of 1:00 AM, Monday thru Thursday, and 2:00 AM on Friday and Saturday; with opening hours beginning at 6:30 AM each day except Sundays.
- ✓ Enforcement of all state laws related to the sales of excessively low-priced alcoholic beverages.
- ✓ Increased attention, strict enforcement, and implementation of more severe fines for alcohol-related offenses, including but not limited to sales to under-age youth, use of fake identification and related offenses coupled with increase resources for all local law enforcement.
- ✓ Increased support for neighborhood concerns by local and University law enforcement agencies related to student behavior including expanded communications, enforcement, and feedback on disciplinary actions implemented.

1-5

- ✓ Increased parental involvement, especially notification of parents of under-aged students for any alcohol-related offense involving students.
- ✓ Implementation of on-campus initiatives to expand awareness and education of students and parents concerning alcohol and drugs that stimulate a culture and environment that promotes the benefits of making healthy lifestyle choices.
- ✓ Implementation and encouragement of initiatives to create a more family-friendly campus and community.
- ✓ Implementation of mandatory classes along with strict compliance, especially for freshmen and sophomores. Faculty members should be held accountable for allowing liberal absences and cancellation of classes on Thursdays and Fridays.
- ✓ Increased leadership from and initiatives by the Student Government Association to address effectively and aggressively alcohol and drug related concerns on campus.
- ✓ Implementation of academic and other sanctions for student violations of alcohol and drug related policies and laws, especially for repeat offenders, under-aged drinkers, and others.
- ✓ Attention and implementation of policies to address the desire of approximately 66% of the citizens of the City of Tuscaloosa to address, establish and enforce reasonable closing hours for on-premise alcoholic beverage sales.
- ✓ Development and implementation of economic strategies by The University of Alabama to assist in more diversified development in and along "The Strip" area.

In the short-term, all of these actions will not necessarily solve the issues related to alcohol consumption and drug use and could result in some short-term economic concerns.

However, it is our belief that in the long-term, the community along with The University of Alabama, as well as Stillman College and Shelton State Community College, will benefit in terms of an enhanced, positive image; economic advancements; increased student enrollment; improved family-oriented environment; and an overall positive impact on community safety, security and future development.

Adopted by the Board of Directors of The Chamber of Commerce of West Alabama on Wednesday, December 11, 2002.

Northside Community Ballfield Lighting Project  
 Amount Requested: \$9,599.97  
 11/21/02

<u>Item</u>	<u>Community Contribution</u>	<u>PARA/Co. Comm. Contribution</u>
Electrical Components		
Materials	\$ -	\$ 2,467.97
Lights/Brackets	\$ -	\$ 5,232.00
Concrete Poles	\$ 5,200.00	
Labor		
Electrician	\$ 2,500.00	\$ -
Helper	\$ 1,000.00	\$ -
Equipment		
Trencher @\$1.50/ft.	\$ 1,125.00	\$ -
Pole installation	\$ -	\$ 1,250.00
Removal of existing facilities	\$ -	\$ 650.00
<b>Total</b>	<b>\$ 9,825.00</b>	<b>\$ 9,599.97</b>

Vestavia Outdoor Recreation Association Funding Request  
 Amount Requested: \$ 15,000.00  
 11/21/02

<u>Item</u>	<u>Vestavia Outdoor Recreation Assoc.</u>	<u>PARA/Co. Comm.</u>
Landscape Structures modular units	\$ 15,000.00	\$ 15,000.00
Installation of unit	\$ 9,000.00	
Engineering/Surveying/Professional Services: Master Plan for Park Erosion control measures Survey work - electrical, etc. Plans for grading, construction	\$ 8,000.00	
<b>TOTAL</b>	<b>\$ 32,000.00</b>	<b>\$ 15,000.00</b>

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STATE OF ALABAMA

COUNTY OF TUSCALOOSA

CLAIM FOR PAYMENT

I/we, the undersigned, hereby make and file this claim against the County of Tuscaloosa, Alabama, and submit this following facts relating to the incident made the basis of this claim together with the damages which I request be paid by the

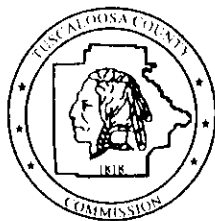
County of Tuscaloosa, Alabama: On my birthday of August 21, 2002, my sister & I was on our way home at 240 Meadow Ridge Drive. It was raining & my car was kinda pulled into a 1 to 1 1/2 foot ditch on the beginning of Bear Creek Road off of 695. There was also a water puddle there. I pulled over in McDonalds parking lot with my back right tire and

rim flat. My rims on my car was bent and scratched badly. I had to call my mom and get someone to come and change my tire. I had my camera put into Car America Monday August 26 of 2002. Bob, the owner had to order my rim and put a new tire on it. My grandmother Anna Hunter (who gave me the money to get my car fixed) works at the Tuscaloosa Department of Transportation. She called the County Public Works Department where I was <sup>mailed</sup> ~~given~~ this letter. She needs me to pay her back. After she called the same day the ditch was filled in with red mud and the ditch is back again. During this time I had to get a ride from friends to my job in Northport at Colonial Bank. I had to pay gas money to them.

12/10/02 I was in the ~~right~~ <sup>left</sup> turning lane of 695 & Bear Creek Road turning on Bear Creek

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

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

December 19, 2002

M.A.C. Uniform & Equipment Inc.  
McCain/Command  
UniFirst Corporation  
Gulf States Distributors

Aratex Services, Inc.  
Skaggs Uniforms  
Terry's Uniforms & Screen Printing  
G.T. Distributors

Gentlemen:

Tuscaloosa County will accept sealed bids on uniforms for the Tuscaloosa County Sheriff's Office until 9:00 a.m., Wednesday, January 8, 2003.

Attached are minimum specifications compiled by the Tuscaloosa County Sheriff's Office. Direct all inquiries in regard to this bid to Sheriff Ted Sexton at telephone number (205)752-0616.

To insure that your bid is not compromised, mail or deliver your bid to the following:  
MAIL to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402 or  
BRING to: County Clerk's Office in the Tuscaloosa County Courthouse  
prior to Wednesday, January 8, 2003.

Return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

Bids shall include all freight, delivery, etc. charges to: Tuscaloosa County Sheriff's Office, 714 1/2 Greensboro Avenue, Tuscaloosa, AL 35401.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day. Bids cannot be accepted via telephone or fax machine.

Sincerely,

*Bobby (lks)*  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file

1-8

Box 037 464

1-8

All items with delivery to Tuscaloosa County Sheriff's Office, Tuscaloosa, Alabama.

MEN/WOMEN LONG SLEEVE SHIRT	Price Each	<u>\$ 36.95</u>
MEN/WOMEN SHORT SLEEVE SHIRT	Price Each	<u>\$ 33.95</u>
MEN/WOMEN TROUSERS	Price Each	<u>\$ 16.95</u>
MEN/WOMEN SHORT SLEEVE SHIRT	Price Each	<u>\$ 14.95</u>
MEN/WOMEN LONG SLEEVE SHIRT	Price Each	<u>\$ 15.95</u>
MEN/WOMEN CLASS A TROUSERS	Price Each	<u>\$ 35.50</u>
MEN/WOMEN CLASS B TROUSERS	Price Each	<u>\$ 46.00</u>

Company Name Municipal & Commercial Uniform & Equipment  
 Address 2205 3rd Ave N. Birmingham, Al. 35203  
 Telephone Number 205-324-6011  
 Company Representative Ed Smith Date 1-6-02  
Ed Smith



All items with delivery to Tuscaloosa County Sheriff's Office, Tuscaloosa, Alabama.

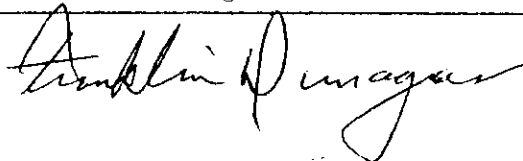
MEN/WOMEN LONG SLEEVE SHIRT	Price Each	<u>39.00</u>
MEN/WOMEN SHORT SLEEVE SHIRT	Price Each	<u>35.00</u>
MEN/WOMEN TROUSERS	Price Each	<u>17.00</u>
MEN/WOMEN SHORT SLEEVE SHIRT	Price Each	<u>16.00</u>
MEN/WOMEN LONG SLEEVE SHIRT	Price Each	<u>17.50</u>
MEN/WOMEN CLASS A TROUSERS	Price Each	<u>40.00</u>
MEN/WOMEN CLASS B TROUSERS	Price Each	<u>32.00</u>

Company Name McCain Uniforms

Address 2130 5th Ave. North Birmingham Al 35203

Telephone Number 205 323-3417

Company Representative Franklin Dunagan Date 01/02/03



W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870  
December 19, 2002

Alabama Safety Supply  
Gall's Inc.  
Law Enforcement Supply Co.  
Gulf States Distributors

Fleet Safety Equipment, Inc.  
G.T. Distributors  
Eastern Police Supply

Gentlemen:

Tuscaloosa County will accept bids on one or more light bars and related equipment until 9:00 a.m., Wednesday, January 8, 2003.

Attached are minimum specifications compiled by the Tuscaloosa County Sheriff's Office. Direct all inquiries in regard to this bid to Sheriff Ted Sexton at telephone number (205)752-0616.

To insure that your bid is not compromised, mail or deliver your bid to the following:  
MAIL: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402 or  
BRING to: County Clerk's Office in the Tuscaloosa County Courthouse  
prior to Wednesday, January 8, 2003.

Return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package.

Bids shall include all freight, delivery, etc. charges to: Tuscaloosa County Sheriff's Office, 714 1/2 Greensboro Avenue, Tuscaloosa, AL 35401.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day. Bids cannot be accepted via telephone or fax machine.

Sincerely,

*Bobby (lks)*  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file

MINIMUM SPECIFICATION BID PRICE SHEET FOR  
ONE OR MORE

ALL EQUIPMENT SHALL INCLUDE A SCHEMATIC, PARTS LIST AND  
MAINTENANCE REPAIR MANUAL  
THE WARRANTY PERIOD SHALL BE INCLUDED WITH ALL BID ITEMS  
(TWO PAGES) BOTH PAGES MUST BE BID FOR THE BID TO BE CONSIDERED

Whelen Model 9806LES, Six strobe light bar with two (2) alley lights, (2) two take  
down lights with flash feature, (2) two rear hallogen flashing lights. Upper lens colors  
red/blue combination and mounting kit for 2003 year model Ford Crown Victoria.

The Light Bar is to fit a 2003 Ford Crown Victoria.

Bid Price (ONE OR MORE): \$ 646.00

UTMDLES Siren/Light Control System

Bid Price (ONE OR MORE): \$ 359.00

Whelen SA314P/BKT12 to include grill mount bracket for 2003 Ford Crown Victoria.

Bid Price (ONE OR MORE): \$ 115.00

Headlight Flasher manufactured by Soundoff Company Model # Road Runner  
ETRROO.

Bid Price (ONE OR MORE): \$ 28.50

Whelen - Dash Miser Plus Light Red Blue Strobe

DM2SLRB Bid Price (ONE MOR MORE): \$ 88.00

*(Eighty Eight  
+ 00/100)*

Sound off power ETP 475  
Pulsar 75 watt supply: (4 Outlet)

Bid Price (ONE OR MORE): \$ 170.00

Sound Off Power ETG6110  
Gemini 110 Watt Supply (6 Outlet)

Bid Price (ONE OR MORE): \$ 194.00

COMPANY NAME \_\_\_\_\_

*Law Enf.*

037 468

1-9

Sound Off Clear Undercover Strobe Tube

ETUCC Bid Price (ONE OR MORE): \$ 198.60

15 Ft. pair of sound off strobe cables <sup>(28.00)</sup>

ETSC15 Bid Price (ONE OR MORE): \$ 14.00 ea

(or)  
(Pair price = 28.00)

Pro Guard P2200 Vehicle Partition with sliding window feature

Bid Price (ONE OR MORE): \$ 346.00

Lower Extension Panel

Bid Price (ONE OR MORE): \$ 32.90

PB 300A Push Bumper for Ford 2003 Crown Victoria

Bid Price (ONE OR MORE): \$ 121.00

**BOTH PAGES MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE**

Law Enforcement Supply Co Inc

COMPANY NAME

SIGNED BY

DATE

1/7/03

ADDRESS

ADDRESS

TELEPHONE NUMBER/FAX NUMBER

1438 Balboa Ave

Panama City FL 32401

800 637-6307 850 763 9031

MINIMUM SPECIFICATION BID PRICE SHEET FOR  
ONE OR MORE

ALL EQUIPMENT SHALL INCLUDE A SCHEMATIC, PARTS LIST AND  
MAINTENANCE REPAIR MANUAL  
THE WARRANTY PERIOD SHALL BE INCLUDED WITH ALL BID ITEMS  
(TWO PAGES) BOTH PAGES MUST BE BID FOR THE BID TO BE CONSIDERED

Whelen Model 9806LES, Six strobe light bar with two (2) alley lights, (2) two take  
down lights with flash feature, (2) two rear hallogen flashing lights. Upper lens colors  
red/blue combination and mounting kit for 2003 year model Ford Crown Victoria.

The Light Bar is to fit a 2003 Ford Crown Victoria. WE-9M268000GT W/MOUNT, 6 STROBES, ALLEY  
AND TAKE-DOWN LIGHTS, FRONT & REAR FLASHERS.

Bid Price (ONE OR MORE): \$ 828.31 EA.

UTMDLES Siren/Light Control System UNITROL - UTMD W/UMNCT - SB

Bid Price (ONE OR MORE): \$ 430.12 EA.

Whelen SA314P/BKT12 to include grill mount bracket for 2003 Ford Crown Victoria. WE-SA314P  
W/BKT12

Bid Price (ONE OR MORE): \$ 142.45 EA.

Headlight Flasher manufactured by Soundoff Company Model # Road Runner SO -ETRROO  
ETRROO.

Bid Price (ONE OR MORE): \$ 33.20 EA.

Whelen - Dash Miser Plus Light Red Blue Strobe WE-DMP2S

DM2SLRB Bid Price (ONE MOR MORE): \$ 208.93 EA.

Sound off power ETP 475 SO - ETP475  
Pulsar 75 watt supply: (4 Outlet)

Bid Price (ONE OR MORE): \$ 189.92 EA.

Sound Off Power ETG6110 SO - ETG610  
Gemini 110 Watt Supply (6 Outlet)

Bid Price (ONE OR MORE): \$ 242.31 EA.

Sound Off Clear Undercover Strobe Tube SO - EUCNSNDCC W/ 15 FT. CABLES

ETUCC Bid Price (ONE OR MORE): \$ 75.93 PR.

15 Ft. pair of sound off strobe cables WE - EXT 15 X 2

ETSC15 Bid Price (ONE OR MORE): \$ 29.74 PR.

Pro Guard P2200 Vehicle Partition with sliding window feature PG - P 2200

Bid Price (ONE OR MORE): \$ 361.73 EA.

Lower Extension Panel PG - P2107F

Bid Price (ONE OR MORE): \$ 34.78 EA.

PB 300A Push Bumper for Ford 2003 Crown Victoria SET - PB300A

Bid Price (ONE OR MORE): \$ 152.94 EA.

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GT DISTRIBUTORS, INC.  
COMPANY NAME

John K. Stanshelle, Jr.  
SIGNED BY JOHN K. STANSHELLE, JR.

1-6-03  
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ADDRESS

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