

TUSCALOOSA COUNTY COMMISSION

MEETING

January 15, 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 Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to grant Mr. Leon Hallman a waiver of County subdivision regulations Rule 5-4-12(b)(1) for Leon Hallman Subdivision. This permits Mr. Hallman to cut 2.38 acres out of 19.63 acres for residential purposes with a 30 foot wide easement as access to the highway. Lots and parcels that use private access easements are normally required to have a minimum of 3.00 acres or more.

Exhibit 1-1, Page 475

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to accept the one year maintenance period for Royal Points Subdivision and authorized a waiver on the following items:

Waiver of the brick wall on the driveway of the home owned by Billy and Marjorie Kelley, 10495 Royal Points Drive, Northport, AL 35475 (Lot 5 Royal Points Subdivision)

Waiver of the two (2) brick mailboxes at the end of Royal Points Drive owned by Mr. and Mrs. Kelley (Lot 5), and Mr. and Mrs. John Burchfield, 10502 Royal Points Drive, Northport, AL 35475 (Lot 9 of Royal Points Subdivision)

Exhibit 1-2, Page 476

Commissioner Mike Richardson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize Probate Judge W. Hardy McCollum to execute a City/County Water Main Extension Agreement with the City of Tuscaloosa. Tuscaloosa County has developed a program known as the "Tuscaloosa County 2002 Water System Expansion" in an effort to provide potable water to as many county residents as possible. Four on the water expansion areas list lie within the service area of the city's water system. Under this agreement the city agrees to fund fifty percent of the expansion cost and to assume ownership, maintenance, and operation of the improvement.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept a Declaration of Vacation, a Petition for Approval of a Declaration of Vacation, and to adopt a resolution consenting to the vacation of a portion of right-of-way on Clements Road near the intersection with Buttermilk Road as described in the attached exhibit.

Exhibit 1-3, Pages 477-485

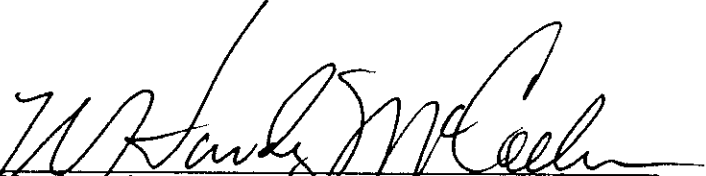
City Assistant Attorney Tim Nunnally presented the County Commission an amendment to City Ordinance Number 6421 regarding the deletion of certain territory from the City of Tuscaloosa's police jurisdiction. Ordinance Number 6421, the City of Tuscaloosa's proposal to withdraw and delete certain areas from the city's police jurisdiction pursuant to the procedures set out in Alabama Code 11-44B-25, was presented to the County Commission on January 8, 2003.

Exhibit 1-4, Pages 486-492

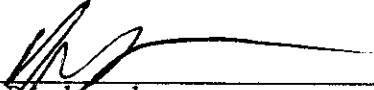
Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize Probate Judge W. Hardy McCollum to execute a ninety day service contract with former Data Processing Manager E. Max Culp.

Exhibit 1-5, Pages 493-496

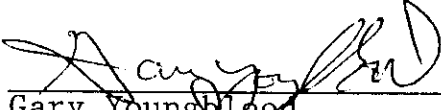
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, January 22, 2003.



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

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
 Tuscaloosa, Alabama 35401
 (205) 345-6600
 FAX (205) 345-6600



Bobby C. Hagler
 County Engineer



Allan D. Springer, Sr.
 Assistant County Engineer

January 6, 2003

Tuscaloosa County Commission
 714 Greensboro Avenue
 Tuscaloosa, AL 35401

Re: Waiver Request – Leon Hallman Subdivision

Dear Mr. Chairman and Members of the Commission:

Attached you will find a copy of a one-lot subdivision as proposed by Key Land Surveying. Mr. Leon Hallman is the owner of record. This subdivision is located in District 1, west of Highway 171 and just North of the intersection with Prewitt Loop Road.

They are proposing to cut 2.38 acres out of a 19.63 acre parcel for residential purposes and having a 30 foot-wide easement as access to the highway.

Mr. Hallman and Key Land Surveying are requesting the waiver from the following subdivision requirement:

- 1) The requirement that any newly created parcel of land (that is to use a private access easement) must have a minimum area of 3.00 acres or more.

Rule 5-4-12(b)(1) states in regards to **Private Access Easements**, "Lots or parcels must be three (3.00) acres in size or greater."

A road already exists in the area of the proposed easement and is shown on the attached drawing. It is our understanding that only two other parcels are using this road as a means of access. The proposed new parcel would be the third, which will not cause a problem with the subdivision regulations, since three parcels are allowed.

Copy

Approved
1-15-03



Wallace Real Estate Co.
816 Veterans Memorial Parkway
Tuscaloosa, Alabama 35404
Business (205) 758-2121
1-800-346-1671
Fax (205) 758-2367
E-Mail C21WALLACE@AOL.COM



Team
1998-1999



Jim & Brenda Wallace
Brokers / Owners
Prepared to serve you,
because we care!

January 13, 2002

Tuscaloosa County Commission
c/o Mr. Bobby C. Hagler, P. E.
County Engineer
Tuscaloosa County Public Works Department
2810 35th Street
Tuscaloosa, Al. 35401

Re: Royal Points Subdivision

Gentlemen,

Please use this letter as our request for acceptance of the one year maintenance period for the above subdivision. We ask for the waiver of the following two minor items:

1. Waiver of the brick wall on the driveway of the home owned by Billy and Marjorie Kelley, 10495 Royal Points Drive, Northport, Al. 35475 (Lot 5 Royal Points Subdivision).
2. Waiver of the two (2) brick mail boxes at the end of Royal Points Drive owned by Mr. and Mrs. Kelley (Lot 5), and Mr. and Mrs. John Burchfield, 10502 Royal Points Drive, Northport, Al. 35475 (Lot 9 of Royal Points Subdivision).

We have been trying to get the one year maintenance period approved since August 22, 2002, when we notified the County Engineer that the final paving and curb repair had been completed and we submitted the required documentation. We would appreciate your response as soon as possible. Thank you for your assistance...

Sincerely,


James J. Wallace, Owner
Royal Points Development Company

CC: Honorable Hardy McCollum
Probate Judge of Tuscaloosa County
Tuscaloosa County Courthouse
714 Greensboro Avenue,
Tuscaloosa, Al. 35401

received
1-14-03



Each Office Is Independently Owned And Operated

1-2

This instrument prepared by:
Thomas A. Nettles, IV
Espy, Nettles, Scogin and Brantley, P.C.
P.O. Box 2786
Tuscaloosa, AL 35403
(205) 758-5591

SOURCE OF TITLE:
Warranty Deed
Deed Book 927, Page 620

STATE OF ALABAMA §
TUSCALOOSA COUNTY §

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned, Barksdale Warrior Paper Co., Inc., is the owner of all the land abutting a portion of a road right-of-way located in Tuscaloosa County, Alabama which is described as:

Lot 6 of Rosenau Estate Addition to Cottondale, a map or plat of which is recorded in Plat Book 6 at page 78, in the office of the Judge of Probate for Tuscaloosa County, Alabama, reference to which is made in aid of this description.

; and

WHEREAS, Barksdale Warrior Paper Co., Inc., desires to vacate a portion of what was the Clements Road, a public road, as provided in §23-4-20 of the *Code of Alabama*, 1975; and

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

WHEREAS, the portion of the road right-of-way to be vacated is within the County of Tuscaloosa and assent to the vacation of the right-of-way has been obtained from the Tuscaloosa County Commission at a regular meeting thereof, a certified copy of which is attached hereto and made a part hereof by reference;

NOW THEREFORE, pursuant to the provisions of §23-4-20 of the *Code of Alabama*, 1975, Barksdale Warrior Paper Co., Inc., does hereby declare the portion of the road right-of-way described on the attached Exhibit A to be vacated.

IN WITNESS WHEREOF, Barksdale Warrior Paper Co., Inc., has hereunto set its hand and seal on this the 13th day of January, 2003.

BARNSDALE WARRIOR PAPER CO., INC.

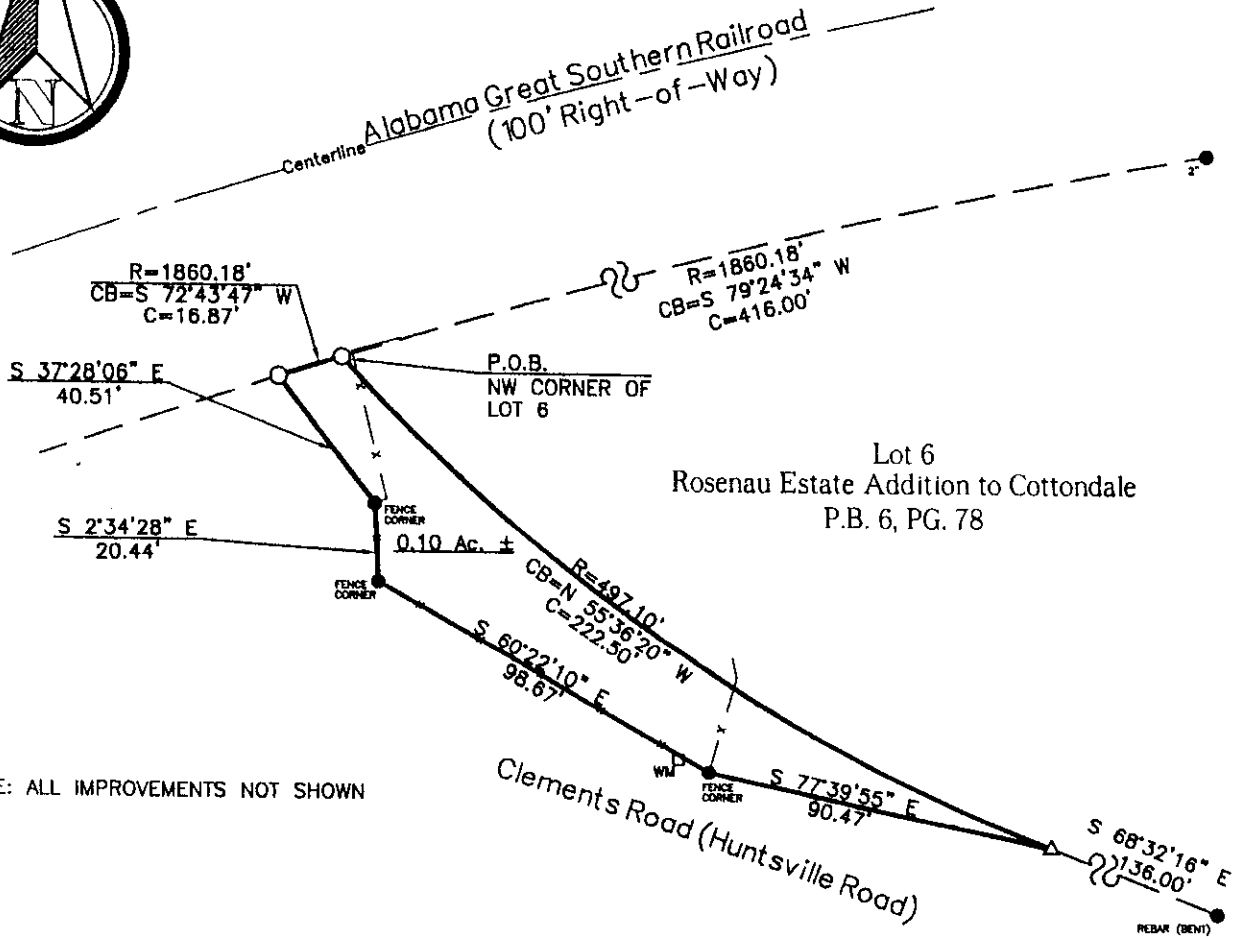
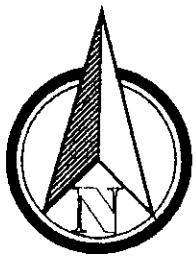
By: William Charles Shelby
William Charles Shelby
Its: President

STATE OF ALABAMA §
TUSCALOOSA COUNTY §

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William Charles Shelby, whose name as President of Barksdale Warrior Paper Co., Inc., an Alabama Business corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal on this the 13th day of January, 2003.

Kelly B. Fox
NOTARY PUBLIC
My Commission Expires: 2/16/2005



NOTE: ALL IMPROVEMENTS NOT SHOWN

STATE OF ALABAMA
TUSCALOOSA COUNTY

Part of the northwest quarter of the southeast quarter and part of the northeast quarter of the southwest quarter of Section 26, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

As the POINT OF BEGINNING, start at a 1/2" capped rebar set on the south right-of-way of the Alabama Great Southern Railroad, a 100-foot right-of-way, at the northwest corner of Lot 6, Rosenau Estate Addition to Cottondale, a map or plat of which is recorded in the Office of the Probate Judge of Tuscaloosa County, Alabama, in Plat Book 6, at Page 78; thence run southwestwardly and along said right-of-way, said right-of-way curving to the left and having a radius of 1860.18 feet, a chord distance of 16.87 feet to a 1/2" capped rebar set, said chord bearing South 72 degrees, 43 minutes, 47 seconds West; thence run South 37 degrees, 28 minutes, 06 seconds East 40.51 feet to a fence corner; thence run South 02 degrees, 34 minutes, 28 seconds East and along a fence line 20.44 feet to a fence corner; thence run South 60 degrees, 22 minutes, 10 seconds East and along a fence line 98.67 feet to a fence corner; thence run South 77 degrees, 39 minutes, 55 seconds East 90.47 feet; thence run northwestwardly and along a curve, said curve being a curve to the right and having a radius of 497.10 feet, a chord distance of 222.50 feet to the POINT OF BEGINNING, said chord bearing North 55 degrees, 36 minutes, 20 seconds West.

Said parcel containing 0.10 acres, more or less.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Witness my hand this the 17 day of Dec, 2002.

David R. Herndon, P.L.S.
Alabama License No. 14105

LEGEND

- IRON FOUND
- 1/2" REBAR and CAP SET
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT-NOT MONUMENTED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- () DEED and/or PLAT CALL
- R.O.W. RIGHT-OF-WAY
- X- FENCE LINE

SURVEYOR'S NOTES:

1. No title search of the Public Records has been performed by this firm, and lands shown hereon were not abstracted for easements and/or rights-of-way, recorded or unrecorded.
2. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County.
3. Underground portions of foundations, footings, or other structures, including drainage structures, sewers and other utilities, were not located unless otherwise noted.

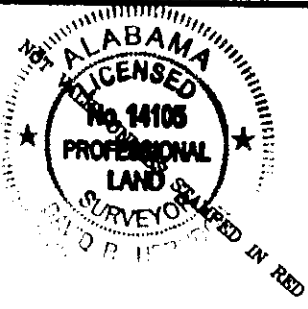
Herndon, Hicks and Associates, Inc.

Professional Land Surveyors

2728 Lurleen Wallace Blvd. P.O. Drawer 508
Northport, Alabama 36478

205 E. Washington Street | P.O. Box 447
Demopolis, Alabama 36732

Drawn By BP	Field Work 11-02
Scale 1"=50'	Surveyed By JT
Date 12-17-02	Appd. By DRH
Survey Type BOUNDARY	Source of Information
Job No. 0211-028	Drawing No. 0211-028C



STATE OF ALABAMA §
TUSCALOOSA COUNTY §

**PETITION FOR APPROVAL OF A
DECLARATION OF VACATION**

TO THE HONORABLE, W. HARDY McCOLLUM, Probate Judge of Tuscaloosa County and Chairman of the Tuscaloosa County Commission, and the HONORABLE GARY YOUNGBLOOD, COMMISSIONER, THE HONORABLE BOBBY MILLER, COMMISSIONER, THE HONORABLE MIKE RICHARDSON, COMMISSIONER AND THE HONORABLE REGINALD MURRAY, COMMISSIONER;

COMES NOW, Barksdale Warrior Paper Co., Inc., who presents unto your Honors:

THAT, Barksdale Warrior Paper Co., Inc., is the owner of all the land abutting a portion of a road right-of-way located in Tuscaloosa County, Alabama which is described as:

Lot 6 of Rosenau Estate Addition to Cottdale, a map or plat of which is recorded in Plat Book 6 at page 78, in the office of the Judge of Probate for Tuscaloosa County, Alabama, reference to which is made in aid of this description.

; and

THAT, Barksdale Warrior Paper Co., Inc., desires to vacate a portion of what was in the past the Clements Road, a public road, as provided in §23-4-20 of the *Code of Alabama*, 1975; and

THAT, the vacation of the portion of the said road as hereinafter described will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the public in any way; and

THAT, the portion of the road right-of-way to be vacated is within the County of Tuscaloosa and assent to the vacation of the right-of-way must be obtained from the Tuscaloosa County Commission pursuant to the provisions of §23-4-20 of the *Code of Alabama*, 1975;

NOW THEREFORE, in consideration of the premises, Barksdale Warrior Paper Co., Inc. does hereby request that your Honors assent to the vacation of the portion of the road right-of-way described on the Exhibit A which is attached hereto and made a part hereof by reference

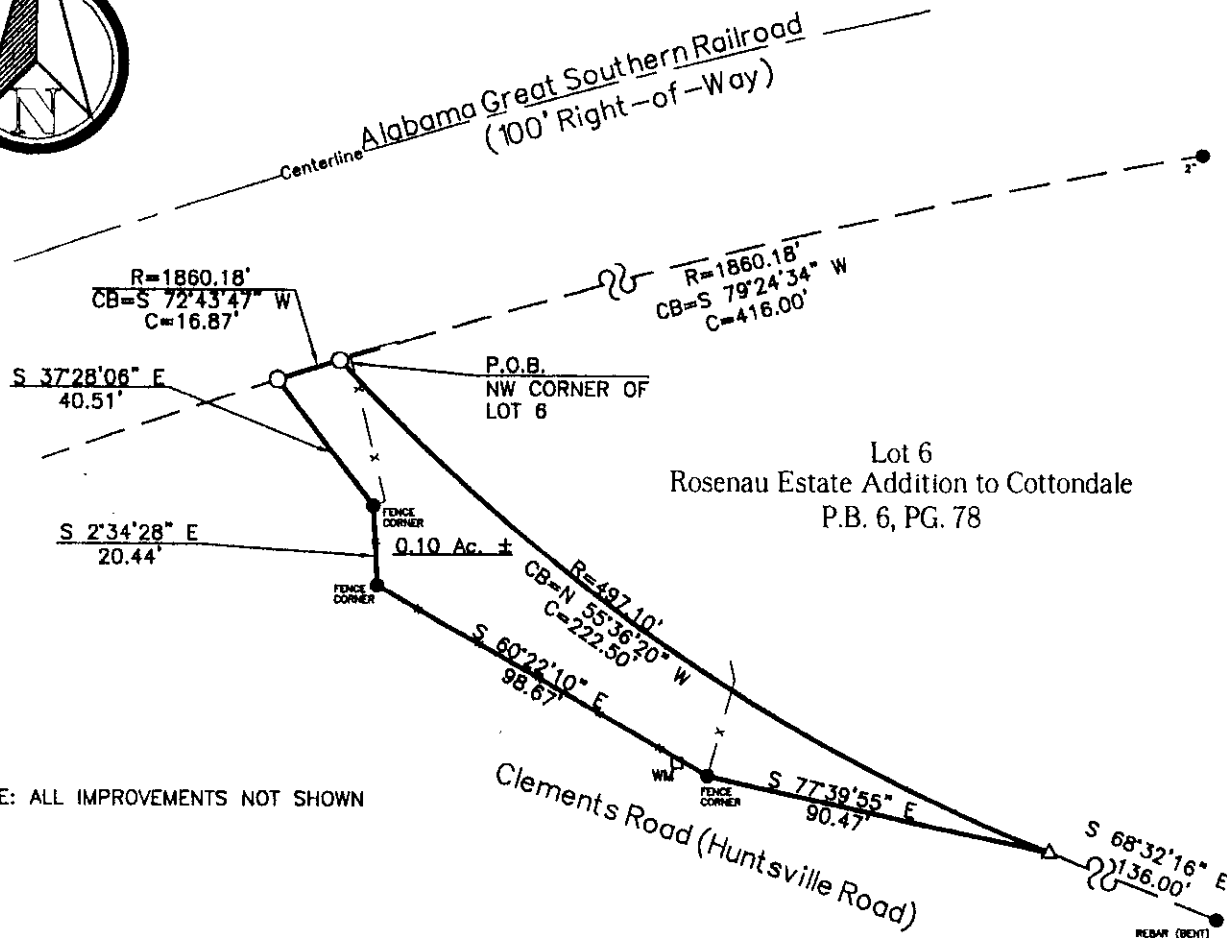
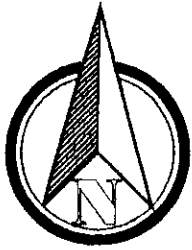
Barksdale Warrior Paper Co., Inc., further requests that your Honors authorize and direct the Chairman of the Tuscaloosa County Commission to present a resolution consenting to the vacation of the road right-of-way as above said, duly certified as correct by the Clerk of

Tuscaloosa County, the officer in charge of the records of Tuscaloosa County, to Barksdale Warrior Paper Co., Inc., in order that said resolution may be attached to and filed and recorded with its legal Declaration of Vacation.

IN WITNESS WHEREOF, Barksdale Warrior Paper Co., Inc. has hereunto set its hand and seal on this the 13th day of January, 2003.

BARKSDALE WARRIOR PAPER CO., INC.

By: William Charles Shelby
William Charles Shelby
Its: President



NOTE: ALL IMPROVEMENTS NOT SHOWN

STATE OF ALABAMA
TUSCALOOSA COUNTY

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Said parcel containing 0.10 acres, more or less.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Witness my hand this the 17th day of Dec, 2002.

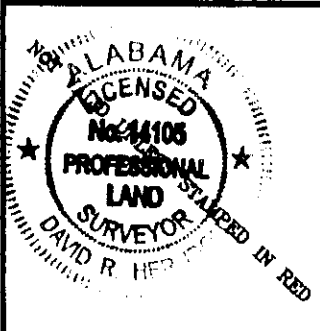
David R. Herndon, P.L.S.
Alabama License No. 14105

LEGEND

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- P.O.C. POINT OF COMMENCEMENT
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- () DEED and/or PLAT CALL
- R.O.W. RIGHT-OF-WAY
- X- FENCE LINE

SURVEYOR'S NOTES:

1. No title search of the Public Records has been performed by this firm, and lands shown hereon were not abstracted for easements and/or rights-of-way, recorded or unrecorded.
2. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County.
3. Underground portions of foundations, footings, or other structures, including drainage structures, sewers and other utilities, were not located unless otherwise noted.



Herndon, Hicks and Associates, Inc.

Professional Land Surveyors

2728 Lurleen Wallace Blvd. P.O. Drawer 508
Northport, Alabama 35478

205 E. Washington Street | P.O. Box 447
Demopolis, Alabama 36732

Drawn By BP	Field Work 11-02
Scale 1"=50'	Surveyed By JT
Date 12-17-02	Appd. By DRH
Survey Type BOUNDARY	Source of Information
Job No. 0211-028	Drawing No. 0211-028C

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

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, the forgoing Declaration of Vacation has been duly presented by Barksdale Warrior Paper Co., Inc., alleging that Barksdale Warrior Paper Co., Inc., owns all the land abutting that portion of a right-of-way in Tuscaloosa County, Alabama, which is more particularly described therein; and

WHEREAS, the described right-of-way lies within the limits of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission, the governing body of the county to the vacation of that certain portion of the right-of-way has been requested and is desired by Barksdale Warrior Paper Co., Inc.; and

WHEREAS, it appears to the Tuscaloosa County Commission that the vacation of the described portion of the right-of-way will not deprive other property owners of their right, as they may have, to convenient and reasonable means of ingress to and from their property, nor will it adversely affect the interest of the public in any way;

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

RESOLVED, that the assent of the Tuscaloosa County Commission be, and the same hereby is, given to the vacation of the portion of the road right-of-way which is located in Tuscaloosa County, Alabama, and is described on the Exhibit A, attached hereto and made a part hereof by reference.

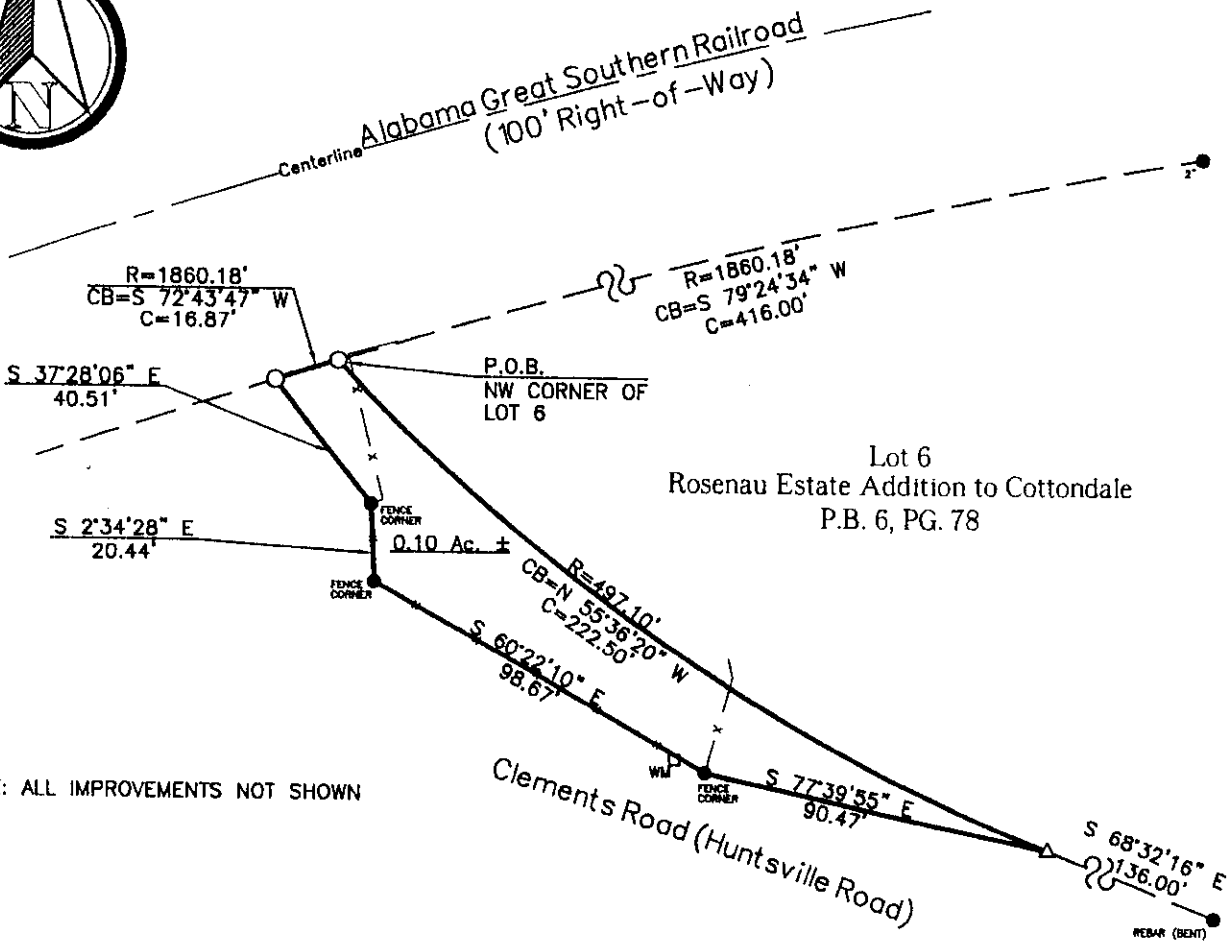
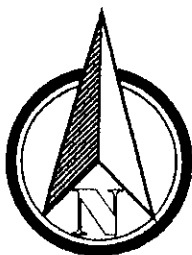
RESOLVED, FURTHER, that the Chairman of the Tuscaloosa County Commission be, and he is hereby authorized to present a copy of this resolution, duly certified as correct by the Clerk of Tuscaloosa County, the officer in charge of the records of Tuscaloosa County, to Barksdale Warrior Paper Co., Inc., in order that it may be attached to and filed and recorded with its legal Declaration of Vacation of the described portion of road right-of-way.

CERTIFICATION

I, the undersigned, Clerk of the Tuscaloosa County Commission, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Tuscaloosa County Commission at a regular meeting of the Commission held on the 15th day of January, 2003, as the same appears and remains of record in the Record Book in my office wherein are recorded the minutes of the proceedings of the Tuscaloosa County Commission.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal of
Tuscaloosa County, on this the 15th day of January, 2003.

Clerk of the Tuscaloosa County Commission



NOTE: ALL IMPROVEMENTS NOT SHOWN

STATE OF ALABAMA
TUSCALOOSA COUNTY

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Said parcel containing 0.10 acres, more or less.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Witness my hand this the 17 day of Dec, 2002.

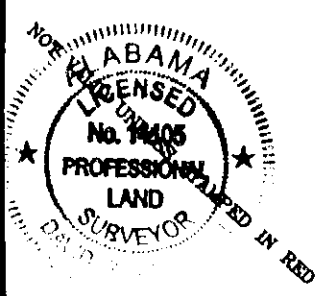
David R. Herndon, P.L.S.
Alabama License No. 14105

LEGEND

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- △ CALCULATED POINT—NOT MONUMENTED
- P.O.C. POINT OF COMMENCEMENT
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SURVEYOR'S NOTES:

1. No title search of the Public Records has been performed by this firm, and lands shown hereon were not abstracted for easements and/or rights-of-way, recorded or unrecorded.
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Herndon, Hicks and Associates, Inc.
Professional Land Surveyors
 2728 Lurleen Wallace Blvd. P.O. Drawer 508
 Northport, Alabama 35478
 205 E. Washington Street | P.O. Box 447
 Demopolis, Alabama 36732

Drawn By BP	Field Work 11-02
Scale 1"=50'	Surveyed By JT
Date 12-17-02	Appd. By DRH
Survey Type BOUNDARY	Source of Information
Job No. 0211-028	Drawing No. 0211-028C

ORDINANCE NO. 6424

AN ORDINANCE AMENDING ORDINANCE NO. 6421 REGARDING
DELETION OF CERTAIN TERRITORY FROM
THE CITY OF TUSCALOOSA'S POLICE JURISDICTION
(A02-0139)

WHEREAS, heretofore on or about December 19, 2002, the City of Tuscaloosa adopted Ordinance No. 6421 (hereinafter referred to as "the original deletion ordinance") pursuant to ALA. CODE §11-44B-25 (1975) deleting and/or reducing territory of its police jurisdiction in areas generally east, south, and west of the City of Tuscaloosa; and,

WHEREAS, during the course of public hearings in regard to the proposed deletion, citizens in a certain portion of this area made it known to the City Council that they desired to remain a part of the police jurisdiction, and although the same was legally not possible to be done in the original deletion ordinance, it is permissible as an amendment to the original deletion ordinance; and,

WHEREAS, the City Council now wishes to reduce the area originally proposed to be deleted by retaining this area as a part of its police jurisdiction pursuant to ALA. CODE §11-44B-25 (1975).

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

1. **Territory:** That Section 1, "Territory," of the original deletion ordinance duly adopted by the City Council on or about December 19, 2002 be amended to reduce certain territory from the area described therein as the area of proposed withdrawal from the City's Police Jurisdiction such that the amended area of withdrawal from the Police Jurisdiction is 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;

INTD: 12/20/02

Pass. 1/9/03

1-4

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;

1-4

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 southerly along said west right of way margin of said Alabama Highway No. 69 to the northern boundary line of Maxwell Loop Road in Section 3, Township 24 North, Range 5 East;

THENCE westerly along the northern boundary line of Maxwell Loop Road to the eastern boundary line of 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 boundary line of Section 22, Township 22 South, Range 10 West;

THENCE northerly along the west boundary line of Section 22 and Section 15, Township 22 South, Range 10 West to the Southeast corner of Section 9, Township 22 South, Range 10 West;

THENCE westerly along the south boundary of said 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 westerly along the south boundary line of Section 35, Township 21 South, Range 11 West to the southwest corner of the southeast quarter of said section;

THENCE northerly to the northwest corner of the southwest quarter of the southeast quarter of said section;

THENCE westerly to the west boundary line of southeast quarter of said section;

THENCE northerly along said boundary line to the South boundary line of Johnson Road;

THENCE easterly along the south boundary line of said Johnson Road to the west boundary line of Section 36, Township 21 South, Range 11;

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;

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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 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.

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 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.

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. That the provisions of the original deletion ordinance are adopted herein by reference except to the extent it is amended by the provisions hereof, and is to be read in para materia with this ordinance so as to give effect to both as one comprehensive legislative enactment.

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. Provided; however, it is the City Council's intention herein to further amend the original deletion ordinance and therefore should for any reason the original deletion ordinance not take effect as provided therein, then this ordinance shall be null and void and shall not take effect in any manner whatsoever.

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STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT BETWEEN
TUSCALOOSA COUNTY, ALABAMA
AND E. MAX CULP**

THIS AGREEMENT made and entered into on this the ____ day of _____, 2002, by and between the E. MAX CULP, hereinafter sometimes referred to as "Contractor," as a party of the first part, and the Tuscaloosa County, Alabama, a political subdivision of the State of Alabama, hereinafter sometimes referred to as the "County", as party of the second part.

WITNESSETH:

WHEREAS, Title 11 of the Code of Alabama, (1975), grants to the County the authority to enter into contracts for services; and

WHEREAS, the Contractor has proposed, for a certain consideration herein set out, to provide services desirable to the County, and to perform all of the duties attendant with such services as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. The Contractor agrees to provide computer program and system support for the License Commission and voter applications, as well as specialized computer programming to meet the needs of the County. The Contractor agrees that during the term of this service it will serve as an independent contractor with the County.

2. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor, or its agents or employees, will not, on the

grounds of race, color, creed, sex, religion, national origin, or handicap, discriminate or permit discrimination against any person or group of persons, in any manner. The Contractor further agrees to comply with all applicable laws of the State of Alabama.

3. It is the intent of the parties to this agreement that they be the only parties to this agreement, and expressly exclude third party beneficiaries; no person not a party to this agreement may claim benefits under this agreement.

4. The Contractor agrees to supply to the County, upon request, documentation that the services provided by the Contractor within the County, are at least equal in value to funding from the County. Should the County determine at any time that the Contractor is not providing services at least equal to the prorated funding provided herein, then the County may terminate this agreement or negotiate a supplemental funding formula.

5. Upon termination, the Contractor may be required to refund any funds deemed by the County to have been expended by the Contractor for purposes not provided for by this contract.

6. Either the county or the Contractor, upon written notice to the other, expressing an intention to cancel or rescind this contract, may do so after thirty (30) days of receipt by the other party of said written notice. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

7. In consideration of the above covenants, the County agrees to pay as compensation to the Contractor the sum of Forty Dollars (\$40.00) per hour. Payment shall be made to the Contractor by the County within thirty (30) days of presentation of an invoice for services provided.

8. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining valid covenants or conditions. There shall be no third party beneficiary to this agreement.

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9. This agreement constitutes the entire agreement between the Contractor and the County, and merges all prior written or oral understandings or agreements. The Contractor shall be under no obligation to the County, except to the extent set out expressly in this agreement.

10. The initial term of this contract shall be ninety (90) days. The contract shall automatically renew for a period of nine (9) months, unless otherwise canceled by one of the parties. The contract may, thereafter, be renewed for an additional term of one (1) year, upon the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date set forth above.

CONTRACTOR

By: _____
E. MAX CULP

I, _____, a Notary Public in and for said County and State, do hereby certify that **E. Max Culp**, whose name is signed to the foregoing Service Contract, and who is known to me, acknowledge before me on this day that, being informed of the contents of said Service Contract, she executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2002.

Notary Public in and for the State of
Alabama at Large
My Commission Expires:

TUSCALOOSA COUNTY, ALABAMA
a political subdivision of the State of Alabama

By: _____
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:

Robert H. Johnston, Clerk
Tuscaloosa County Commission

1-5

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