

TUSCALOOSA COUNTY COMMISSION
MEETING
May 10, 2000

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 Reginald Murray, the County Commission voted unanimously to establish and post a 25 MPH speed limit on Crocker Drive.

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to authorize the County Engineer to hire an engineer or ask the State Department of Transportation to design a replacement bridge for the weakened bridge on County Road 59.

After presenting a request from the West Alabama Health Department requesting improvements to Ms. Connie Hopkins' driveway for health reasons, Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize improvements to said driveway.

Upon request by Planning Director Farrington Snipes, and upon motion by Commissioner Mike Richardson, seconded by Commissioner

Bobby Miller, the County Commission voted unanimously to authorize Mr. Snipes to seek bids on renovation of the mechanical building located at the southwest corner of 7th Street and Lurleen Wallace Boulevard South.

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of March, 2000.

Exhibit 5-1, Page 109


Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution recognizing the efforts of the Alabama Sports Festival, and encourage other city and county governments, Alabama Veterans and Military organizations, individuals, companies, corporations, and community organizations to join with the efforts of the Alabama Sports Festival and the State of Alabama and come together in support of honoring and giving special tribute to all Alabama Korean War Veterans and their families in a manner that will be remembered for a lifetime.

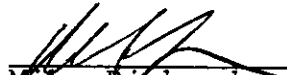
Exhibit 5-2, Pages 110-112

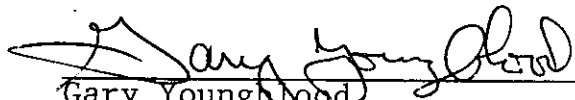
Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution authorizing the Probate Judge to execute an amendment to the contract agreement for the intergovernmental participation in the acquisition, design, and construction of an animal shelter. This amendment increases the maximum cost of the new shelter from \$600,000 to \$720,000.

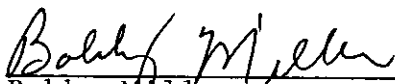
Exhibit 5-3, Pages 113-120

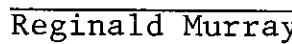
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 17, 2000.


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

MAY 30 REC'D

Sheet2

TUSCALOOSA COUNTY COMMISSION WARRANT APPROVALS
MONTH OF MARCH, 2000

	FUND	CHECK NUMBERS	AMOUNT
A02	PAYROLL	15983-17531	1038851.78
A04	RD & BRIDGE	5725-5727, 5729-5847, 5850-5883	4318202.58
A05	GENERAL FD	1772-1774, 1776-1786, 1788-2000, 2002-2362	3136749.60
D05	GEN FUND SPEC		
B02	DEBT SERVICE		
B03	EXCESS LAND		
B07	JUV DET		
B08	GAS TAX BONDING		
B09	WORTHLESS CHECK		
B10	WC MONEY MKT		
B14	3R GAS TAX	241	113118.44
D01	FIDUCIARY		
D02	PISTOL PERMIT	1796-1810	10303.20
D03	EMERGENCY 911	1004-1011	19300.30
D04	UNCLAIMED WITNESS		
E01	REAPPRAISAL	2288-2305	87618.41
E02	MFG HOMES	1076-1077	3266.90
E03	HEALTH INS FD		
E04	MTR VEH TRAINING		
F01	INS FD		
F02	TAX ASSR SPEC		
F03	TAX COLL SPEC		
F04	WORKMEN'S COMP	137-138, 165-175	19590.89
F05	WORK COMP INVEST		
F06	COMMUNITY DEV	934-982	94275.08
F07	DA WORTHLESS CK	162-174	6867.91
G01	SPECIAL JAIL PROJ		

CHECKED BY: WM Lamb
 William M. Lamb, Accounting Manager

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. Hardy McCollum W Hardy McCollum

COMM. Mike Richardson Mike Richardson

COMM. Gary Youngblood Gary Youngblood

COMM. Bobby Miller Bobby Miller

COMM. Reginald Murray Reginald Murray

Tuscaloosa County

STATE OF ALABAMA

TUSCALOOSA, ALABAMA

To Whom These Presents Shall Come — Greetings

WHEREAS, the Alabama Sports Festival at the request of the United States Olympic Committee was incorporated as a non-profit 501 (C) (3) corporation in 1982 and hosted the first Olympic-style State Games program in the summer of 1983; and

WHEREAS, the Alabama Sports Festival positively touches the lives of many thousands of Alabama amateur athletes every year, not only in regional and statewide Olympic-style games but also by teaching the importance of Academic Excellence and Good Citizenship Skills; and

WHEREAS, the Alabama Sports Festival has awarded \$120,000.00 in academic scholarships to Alabama High School Seniors since 1993, promotes with the Governor's Office of Drug Abuse Policy and the Alabama Departments of Public Safety and Education, a statewide toll free 1-800-392-8011 hotline to report illegal drug activity in Alabama and teaches the youth of Alabama that Character Counts; and

WHEREAS, on June 25, 1950, the Korean War began when troops from Communist-ruled North Korea invaded South Korea; and

WHEREAS, at the urging of the United Nations, 20 Countries, including the United States, supplied ground, air, and Naval Forces and 41 countries sent military equipment, food, and other supplies; and

WHEREAS, the United States sent more than 90 percent of the total United Nations troops, military equipment and supplies at the greatest strength, the South Korean and United Nations forces consisted of almost 1,110,000 military personnel of which 590,000 were South Korean and about 480,000 were Americans; and

WHEREAS, the United States casualties in the Korean War totaled 162,708, United States military fatalities totaled 54,246, those wounded-in-action were 103,284 and 5,178 were POW/MIAs; and

WHEREAS, an estimated 80,000 to 85,000 Alabama Military personnel participated in the Korean War, with 2,746 Alabama Military casualties: 671 killed in action, 1,941 wounded, and 134 POW/MIAs; and

WHEREAS, the United States Department of Defense commenced an initiative to begin a 50th Anniversary observance of the Korean War with the commemoration to begin in the year 2000 and conclude in November of 2003, the purpose is to honor all Korean War Veterans and their families, especially families who lost loved ones; to recognize the contributions and sacrifices made on the home front; to provide Americans with a clear understanding and appreciation of the lessons in the history of the Korean War; and to educate every generation of Americans on the historic impact of the Korean War in saving a nation from enslavement and preserving peace, freedom, and prosperity; and

WHEREAS, the United States Department of Defense has charged each State in the United States, every city and county within each state, and every organization, business and corporation to join together honoring all Korean War Veterans and others as outlined in the purpose charged by the United States Department of Defense during the 50th Anniversary observance; and

WHEREAS, Alabama's Governor Don Siegelman, Major General Willie A. Alexander, Alabama National Guard Adjutant General and Consul General Kwang-sok Ryu of the Republic of Korea began the official 50th Anniversary observation with a ceremony on Monday, December 13, 1999, at the Montgomery Civic Center, Montgomery, Alabama; and

WHEREAS, the Alabama Sports Festival, in keeping with the teachings of positive values to the youth of Alabama, has chosen the 2000 Alabama Sports Festival XVIII Opening Ceremonies, Friday, June 30, 2000, 7 p.m., held at the Birmingham-Jefferson Civic Center, which will be televised live statewide in Alabama, to honor and pay special tribute to all Alabama Korean War Veterans and will present a special medal to all Korean War Veterans who attend the 2000 Opening Ceremonies; and

WHEREAS, the Honorable Consul General Kwang-sok Ryu of the Republic of Korea has agreed to attend the 2000 Alabama Sports Festival XVIII Opening Ceremonies and assist the Alabama Sports Festival and the State of Alabama in honoring and paying special tribute to all Alabama Korean War Veterans and their families; and


WHEREAS, beginning Monday, April 24, 2000 the Alabama Sports Festival will begin a statewide communications blitz to communicate to every Alabama Korean War Veteran and their families, especially the family members who lost loved ones, a special invitation to be the guest of the Alabama Sports Festival to attend the 2000 Alabama Sports Festival XVIII Opening Ceremonies on Friday, June 30, 2000, 7 p.m., at the Birmingham-Jefferson Civic Center; for the purpose of honoring and paying special tribute to Alabama Korean War Veterans and presenting a special medal to all Alabama Korean War Veterans, and the families who lost loved ones in the conflict, and attend the 2000 Alabama Sports Festival XVIII Opening Ceremonies; now therefore

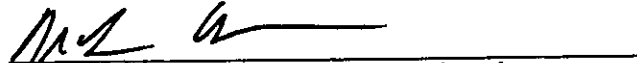
BE IT RESOLVED BY THE COUNTY of Tuscaloosa, that on behalf of the County of Tuscaloosa and all citizens thereof, we hereby recognize the efforts of the Alabama Sports Festival, and join together in united support in honoring all Alabama Korean War Veterans and their families, especially families that lost loved ones; to recognize the contributions and sacrifices made on the home front; to provide Americans with a clear understanding and appreciation of the lessons in history of the Korean War; and to educate every generation of Americans on the historic impact of the Korean War in saving a nation from enslavement and preserving peace, freedom, and prosperity.

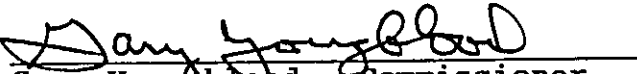
BE IT FURTHER RESOLVED that the County of Tuscaloosa, encourage other city and county governments, Alabama Veterans and Military organizations, individuals, companies, corporations, and community organizations to join with the efforts of the Alabama Sports Festival and the State of Alabama and come together in support of honoring and giving special tribute to all Alabama Korean War Veterans and their families in a manner that will be remembered for a lifetime.

BE IT FURTHER RESOLVED that copies of this resolution be distributed to the local media.


RESOLVED on this the 10th day of May, 2000.


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


Mike Richardson - Commissioner


Gary Youngblood - Commissioner


Bobby Miller - Commissioner


Reginald Murray - Commissioner

ATTEST:



STATE OF ALABAMA)
).
 COUNTY OF TUSCALOOSA)
)
 CITY OF TUSCALOOSA)

**AMENDMENT TO CONTRACT AGREEMENT FOR THE
 INTERGOVERNMENTAL PARTICIPATION IN THE
 ACQUISITION, DESIGN AND CONSTRUCTION OF
 AN ANIMAL SHELTER**

WHEREAS, the Final cost of the Animal Shelter has been tabulated at a total of \$710,386.00. This figure includes in kind contributions by the City of Tuscaloosa in the amount of \$45,451.00 for property, curb and gutter and landscaping and in kind contributions by Tuscaloosa County in the amount of \$95,761.00 for building foundation work, paving, and landscaping.

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County desire to increase the amount that the Animal Shelter Construction Advisory Committee may bind the parties from \$600,000.00 to \$720,000.00 for the total cost to the Animal Shelter.

NOW, THEREFORE this agreement entered into on this the _____ day of _____, 2000, is an amendment to that certain agreement entered into between the City of Tuscaloosa, the City of Northport, and Tuscaloosa County, on or about the 13th day of May, 2000 to increase the amount from \$600,000.00 to \$720,000.00 that the Animal Shelter Construction Advisory Committee may bind the parties for the total cost of the Animal Shelter. The Amendment provides for the following:

W-I-T-N-E-S-S-E-T-H

SECTION ONE. That paragraph VII be amended to read as follows:

"VII. ANIMAL SHELTER CONSTRUCTION ADVISORY COMMITTEE:

It is hereby established, an Intergovernmental Advisory Committee with two (2) representatives from the City, two (2) representatives from the County, and one (1) representative from Northport. Said Committee shall advise and consult with the Architect and/or Construction Manager and/or Contractor in the design and construction of the animal shelter. Each party's representative shall be responsible for keeping their respective party informed of the progress of the project at any state thereof. This committee shall be known as the Animal Shelter Construction Advisory Committee and shall meet once a month or more often if necessary. The decisions of the Committee after the design and the construction of the animal shelter pursuant to this contract shall be binding upon the parties. The Animal Shelter Construction Advisory Committee is budgeted an amount not to exceed \$720,000.00 for the total cost of the animal shelter, including acquisition of the land, design and construction of the facility, furnishings, landscaping and parking and all other items necessary for and incidental to a completely functioning animal shelter."

SECTION TWO. Miscellaneous Clauses.

Capacity: Each Party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other

binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.

- D. That each Party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the Party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes,

lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the

enforceability of that provision or of the remaining terms and conditions of the agreement.

City of Tuscaloosa, A Municipal Corporation,

By: Alvin P. DuPont
Alvin P. DuPont, Mayor

Attest:

Benita Crepps
Benita Crepps, City Clerk

Tuscaloosa County, Alabama

By: _____
Hardy McCollum, Chairman
County Commission of Tuscaloosa,
Alabama

Attest:

City of Northport, A Municipal Corporation,

By: _____
Wayne Rose, Mayor

Attest:

State of Alabama)
Tuscaloosa County)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Alvin P. DuPont, whose name as Mayor of the City of Tuscaloosa, 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 within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal that the 2 day of May, 2000.

Leresa H. Bostick

Notary Public

My Commission Expires: 03/06/04

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, _____, a Notary Public in and for the State at Large, hereby certify that Hardy McCollum, whose name as Chairman of the County Commission of Tuscaloosa, Alabama, is signed to the foregoing document, and,

- ☐ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or
☐ Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

and that being informed of the contents of the document, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, _____, a Notary Public in and for the State at Large, hereby certify that Wayne Rose, whose name as Mayor of the City of Northport, is signed to the foregoing document, and,

- ☐ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or
☐ Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

and that being informed of the contents of the document, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

RESOLUTION

RESOLUTION AUTHORIZING THE PROBATE JUDGE TO EXECUTE
AN AMENDMENT TO THE CONTRACT AGREEMENT FOR THE
INTERGOVERNMENTAL PARTICIPATION IN THE ACQUISITION,
DESIGN AND CONSTRUCTION OF AN ANIMAL SHELTER

WHEREAS, the Final cost of the Animal Shelter has been tabulated at a total of \$710,386.00. This figure includes in kind contributions by the City of Tuscaloosa in the amount of \$45,451.00 for property, curb and gutter and landscaping and in kind contributions by Tuscaloosa County in the amount of \$95,761.00 for building foundation work, paving, and landscaping.

WHEREAS, the City of Tuscaloosa has budgeted \$300,000 for this project and the City's total cost due at closing less in kind contributions is \$295,534.00.

WHEREAS, the City of Northport's total cost (21%) is \$149,181.00.

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County desire to increase the amount that the Animal Shelter Construction Advisory Committee may bind the parties from \$600,000 to \$720,000 for the total cost to the Animal Shelter.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION, that the Probate Judge be, and he is hereby, authorized to execute a contract amendment to the agreement for the Intergovernmental participation of the acquisition, design and construction of an Animal Shelter to increase the amount from \$600,000 to \$720,000 that the Animal Shelter Construction Advisory Committee may bind the parties for the total cost of the Animal Shelter; and the County Clerk is authorized to attest the same.

CERTIFICATE

I, the undersigned, as Clerk of the Tuscaloosa Commission, hereby certify that the foregoing is a copy of a resolution duly adopted by the Commission at its regular meeting held on the 10th day of May, 2000.

Robert H. Johnston
Robert H. Johnston, Clerk

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