

March 14, 2001

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 convey to the City of Tuscaloosa the right-of-way easement described in the attached exhibit. This is a utility easement along Tuscaloosa County's property line behind the road camp located on Hargrove Road across from Bowers Park. The easement is to facilitate the construction of a subdivision and to save several large trees on the adjacent property. This easement was mistakenly granted to Bill Lunsford Construction Company at the February 28, 2001, County Commission meeting.

Exhibit 3-1, Pages 752-755

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution authorizing Probate Judge W. Hardy McCollum to execute for and in behalf of Tuscaloosa County as the county's agent with the state and federal government. As the county's agent, Judge McCollum will provide to the State and to the Federal

Emergency Management Agency for all matters pertaining to such Federal disaster assistance the assurances and agreements as required.

Exhibit 3-2, Pages 756-758

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to purchase three attachments for equipment that would be useful for storm debris clean-up, under Federal Emergency Management Administration guidelines. The attachments to be purchased are a thumb attachment for a Dresser trackhoe and two grapple attachments for the Badger Excavators, as defined in the attached exhibit.

Exhibit 3-3, Page 759

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for one (1) skid steer loader to Loader Services and Equipment, Inc. as the low bidder meeting specifications. The bids were opened on March 7, 2001.

Exhibit 3-4, Pages 760-766

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to execute a material option with Western Steel, Inc. at fifty cents per cubic yard.

Exhibit 3-5, Page 767

Upon being informed that Tractor Number one hundred eighty-seven caught fire and burned, Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the Commission authorized replacement of said tractor via the less expensive method of seeking bids or purchasing from the state bid list.

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to enter into agreements with the Alabama Department of Transportation

to improve the following four railroad crossings:

Lucille Drive
Tannehill Park Road
Vance Church Road
Echo Lake Road

Exhibit 3-6, Page 768
Exhibit 3-7, Page 769
Exhibit 3-8, Page 770
Exhibit 3-9, Page 771

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to adopt a resolution authorizing the submission of an application seeking grant funds under the COPS MORE 2001 program through the Department of Justice. This proposed \$101,100 grant, with a twenty-five percent match requirement, will install a video camera system in the courthouse.

Exhibit 3-10, Page 772

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to concur with the Sheriff's Office's selection of Ben Atkinson Motors, Inc. as the low bidder meeting specifications for two wheel and four wheel drive super cab pickup trucks. The bids were opened on March 7, 2001.

Exhibit 3-11, Pages 773-777

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to concur with the Sheriff's Office's selection of Skaggs Companies, Inc. as the low bidder meeting specifications for uniforms for employees of the Sheriff's Office. The bids were opened on February 14, 2001.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution appointing David Griffin and Linda McKinney to the Tuscaloosa County Parking and Transit Authority Board of Directors.

Exhibit 3-12, Page 778

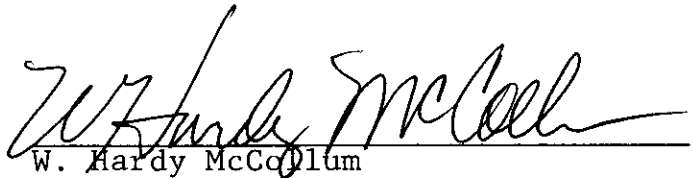
Mr. Don Kelly, Director of Tuscaloosa County Park and Recreation Authority, presented the County Commission with a PARA 2001 Spring/Summer information guide and a copy of PARA's 2000 Annual Report.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the County Engineering Department to repair any and all water lines damaged by county work crews.

Commissioner Bobby Miller's motion, seconded by Commissioner Reginald Murray, to provide a \$10 million line of credit for the Tuscaloosa County Board of Education was defeated by a two-two tie vote. The proposed line of credit was intended to provide funding to jump-start new school construction until collection of the one cent sales tax, which becomes effective June 1, 2001, is sufficient to cover the cost of said construction. The school board would refund all monies expended by Tuscaloosa County toward said construction. Commissioner Mike Richardson and Commissioner Gary Youngblood cast the NAY votes.

Commissioner Reginald Murray's motion, seconded by Commissioner Bobby Miller, to instruct the County Attorney to inform the County Commission on a monthly basis the status of all litigation involving Tuscaloosa County and for the County Commission to approve the employment of any and all attorneys hired to litigate legal matters on behalf of Tuscaloosa County was defeated by a two-two tie vote. The motion also required that all attorneys' fees be invoiced directly to Tuscaloosa County, not through a third party. Presently the County Attorneys are employing and paying other attorneys to litigate legal matters on behalf of Tuscaloosa County. Commissioner Gary Youngblood and Commissioner Mike Richardson cast the NAY votes.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Friday, March 16, 2001.



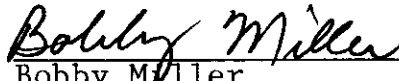
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



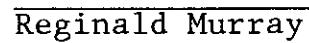
Mike Richardson
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

APR 12 REC'D

This instrument prepared by:

NEWELL & CANTERBURY, LLC
ATTORNEYS AT LAW

HERBERT M. NEWELL, III

100 TOWNCENTER BOULEVARD, SUITE 202
TUSCALOOSA, ALABAMA 35404

TELEPHONE (205) 343-0340
FACSIMILE (205) 343-2560

Source of Title:

Deed Book: Page:

STATE OF ALABAMA

TUSCALOOSA COUNTY

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EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of \$10 and other good and valuable consideration, the COUNTY OF TUSCALOOSA, ALABAMA ("Grantor"), grants, bargains, sells, and conveys to CITY OF TUSCALOOSA, ALABAMA ("Grantee"), an easement and right-of-way upon and across the following described real estate located in Tuscaloosa County, Alabama (the "Real Property"):

A sanitary sewer easement running over and across a part of the northwest quarter of the northwest quarter of Section 32, Township 21 South, Range 9 West and being more particularly described as follows:

BEGIN at a rock found at the southwest corner of said northeast quarter of the northwest quarter of Section 32; thence run North 00 degrees, 11 minutes, 30 seconds West and along the East boundary of said quarter-quarter 401.11 feet; thence run South 7 degrees, 31 minutes, 59 seconds West 67.66 feet; thence run South 00 degrees, 02 minutes, 12 seconds East 425.75 feet; thence run South 52 degrees, 14 minutes, 50 seconds East 8.34 feet; thence run North 01 degrees, 58 minutes, 50 seconds East 96.90 feet to the POINT OF BEGINNING.

The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of providing the installation and maintenance of a sanitary sewer between an existing sanitary sewer lying adjacent to Grantor's property described above and the property of Grantee which adjoins the property of Grantor.

The easement, rights and privileges herein granted shall be perpetual.

The easement, rights, and privileges granted herein are nonexclusive and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and/or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley. If the Grantor, or any of Grantor's successors or assigns, shall dedicate all or any part of the property affected by this easement, Grantee, and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

This instrument and conveyance binds or benefits the parties and their heirs, successors, assigns, next of kin, and personal representatives (as the case may be) as if they were named as Grantors or Grantee in this instrument.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal on this 14th day of March 2001.

COUNTY OF TUSCALOOSA, ALABAMA

By:

W. Harry McCollum

Chairman of the Tuscaloosa County Commission

ATTEST:

Robert H. Johnston
Robert H. Johnston, Clerk

STATE OF ALABAMA

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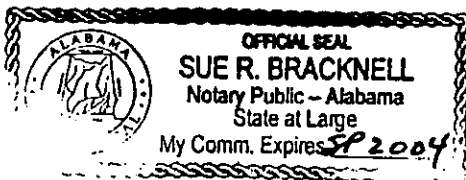
TUSCALOOSA COUNTY

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I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that W. Hardy McCollum, whose name as Chairman of the County Commission for the County of Tuscaloosa, Alabama, 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 foregoing instrument, he, as such official, executed the same voluntarily for and as the act of the County on the day the same bears date.

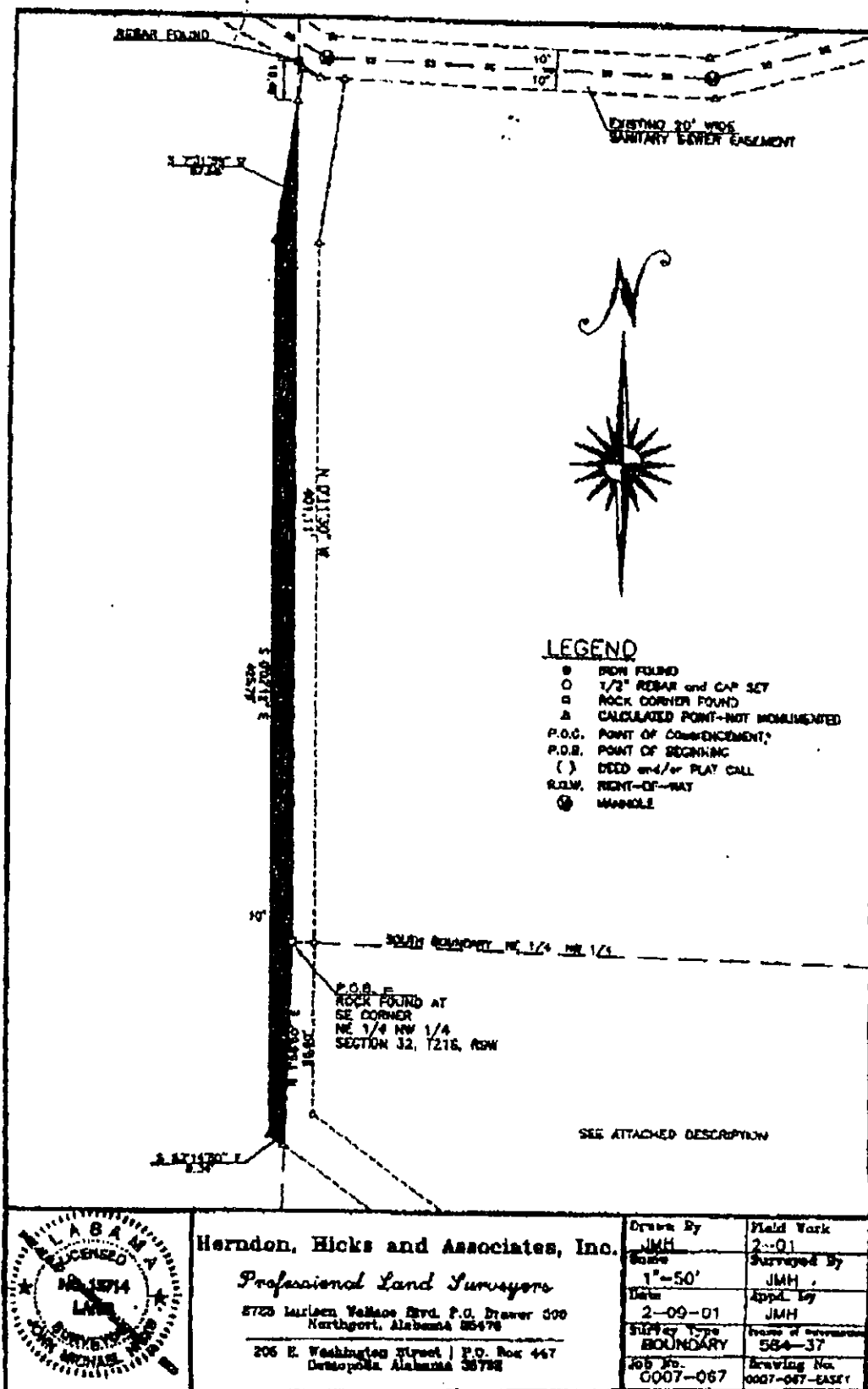
Given under my hand and official seal on this the 14th day of March 2001.



Sue R. Bracknell
Notary Public
My Commission Expires: Sept '04'

3-1

03/01/01 12:30P P.004
1 200 100 3004 7.04



STATE OF ALABAMA
TUSCALOOSA COUNTY

A sanitary sewer easement running over and across a part of the northwest quarter of the northwest quarter of Section 32, Township 21 South, Range 9 West and being more particularly described as follows:

BEGIN at a rock found at the southwest corner of said northeast quarter of the northwest quarter of Section 32; thence run North 00 degrees, 11 minutes, 30 seconds West and along the east boundary of said quarter-quarter 401.11 feet; thence run South 7 degrees, 31 minutes, 59 seconds West 67.68 feet; thence run South 00 degrees, 02 minutes, 12 seconds East 425.75 feet; thence run South 52 degrees, 14 minutes, 50 seconds East 8.34 feet; thence run North 01 degrees, 58 minutes, 50 seconds East 96.90 feet to the POINT OF BEGINNING.



TOTAL P.02

ALABAMA EMERGENCY MANAGEMENT AGENCY

DESIGNATION OF APPLICANT'S LOCAL AGENT

RESOLUTION

BE IT RESOLVED BY Tuscaloosa County Comm OF Tuscaloosa County, Alabama
(Governing Body) (Public Entity)

THAT W. Hardy McCollum Probate Judge/Commission Chairman
(Name of Incumbent) (Official Position)
P.O. Box 20113 205-349-3870 ext 200
(Address) (Telephone No.)
Tuscaloosa AL 35401
(City) (State) (Zip Code)

is hereby authorized to execute for and in behalf of Tuscaloosa County Commission
Tuscaloosa County a public entity established under the laws of the State of
Alabama, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal
financial assistance under the Disaster Relief Act (Public Law 100-707) or otherwise available from the President's
Disaster Relief Fund.

That Tuscaloosa County a public entity established under the laws of the State of
Alabama, hereby authorized its agent to provide to the State and to the Federal Emergency Management Agency
(FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements as required.

Passed and approved this 14th day of March 2001

(Name and Title)

(Name and Title)

(Name and Title)

FEDERAL EMPLOYER'S ID #: 63-6001719

CERTIFICATION

I, Robert H. Johnston, duly appointed and Clerk of
(Title)

Tuscaloosa County Commission, do hereby certify that the above is a true and correct copy of a resolution
passed and approved by the County Commission of Tuscaloosa County
(Governing Body) (Public Entity)

on the 14th day of March 2001

clerk
(Official Position)

Robert H. Johnston
(Signature)

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA 1362 -DR-AL

APPLICANT NAME: Tuscaloosa County

APPLICATION NO.: PA -

TYPE DISASTER: Categories A,B,C,D,E,F, & G

INCIDENT PERIOD: February 16, 2001 to

COST SHARES: FEDERAL 75% STATE 10 % LOCAL 15 %

This agreement between the State of Alabama and the Applicant shall be effective on the date signed by the State and the Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above referenced disaster and incident period.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is aware of and will comply with cost-sharing requirements of federal and state disaster assistance as shown above.
5. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB circulars A-87, A-102, A-110, A-122, A-128, and A-133 as applicable.
6. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
7. The Applicant will return to the State, within fifteen days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review or documentation maintained by the Applicant.
8. The Applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
9. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contracts for repair or restoration of public facilities.
10. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative.

11. The Applicant will comply with all federal and state statues and regulations relating to nondiscrimination.
12. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees
13. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part Subpart F.
14. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act 1973 which may require purchase of flood insurance for some costs over \$5,000.
15. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration repair work.
16. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
17. The Applicant will not enter into any contract with any party which is debarred or suspended from participating federal assistance programs.
18. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity t

State of Alabama
Department of Examiners of
Public Accounts
P.O. Box 302251
Montgomery, AL 36130-2251
Attn: Audit Report Repository

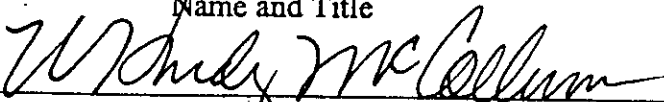
and

State of Alabama
Emergency Management Agency
State House, Room 129
P.O. Box 301701
Montgomery, AL 36130-1701
Attn: Public Assistance Branch Chief

Signed for the Applicant:

W. Hardy McCollum, Probate Judge

Name and Title



Signature

March 14th 2001

Date

Signed for the State:

Lee Helms, AEMA Director

Governor's Authorized Representative

Date

B. Johnston

MEMORANDUM

TO: Bobby Hagler
County Engineer

FROM: Mike Henderson

RE: PURCHASING EQUIPMENT FOR DEBRIS REMOVAL

DATE: March 14, 2001

James Fuller and I were advised by FEMA that equipment can be purchased for the storm cleanup of the February 16 wind storm. The FEMA representative advised that if a piece of equipment or attachment is purchased for the debris removal for less than \$5000.00, then after the cleanup is finished, the equipment or attachment belongs to the county. FEMA will pay 75% of the purchase cost, and the State will pay 10%. If a piece of equipment is purchased that costs more than \$5000.00, then FEMA will pay the rental rate supplied in the FEMA Guidelines. If an attachment is purchased for more than \$5000.00, and the attachment is not covered in the FEMA Rental Rate Guidelines, then FEMA will pay for the attachment less the used value of the attachment.

There are three attachments for equipment that would be useful for the debris cleanup. A thumb attachment for the Dresser trackhoe would enable the machine to load debris into trucks. Quotes for a thumb are as follows:

Warrior Tractor	\$3,100.00
Thompson Tractor	\$2,560.00

If both attachments were purchased, FEMA would reimburse the county \$4,245, and the State would reimburse \$566. Tuscaloosa County would be able to purchase these two attachments at an expense of \$849.

A grapple attachment for the Badger Excavators would make these machine much more useful during storm cleanup. The hydraulic grapple is similar to grapple on a knuckle boom loader. Quotes for a thumb are as follows:

Tractor and Equipment	\$9,500.00
Thompson Tractor	\$9,597.00

Thompson Tractor advised that the value of a used attachment is 50% of the original cost. If two grapples were purchase for \$19,000; FEMA would reimburse the county \$9,500, and the county would have to pay the other \$9,500.

3-3

035 759

3-3

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

February 21, 2001

Thompson Tractor
Warrior Tractor
Tuscaloosa Ford Tractor, Inc.
Key Machinery

Tractor & Equipment Co.
Joe Money Machinery Co., Inc.
Skyland Equipment Co., Inc.
Loader Services & Equipment, Inc.

Gentlemen:

Tuscaloosa County will accept sealed bids on one (1) skid steer loader until 9:00 a.m., Wednesday, March 7, 2001.

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. Mr. Hagler's normal working hours are from 7:30 a.m. to 3:30 p.m., Monday through Friday.


To insure that your bid is not compromised, mail or deliver your bid to the correct address using Number 1 or 2 below. Most importantly, properly utilize the bid envelope provided (see #3 below).

1. MAIL your bid to: Tuscaloosa County Commission, P. O. Box 20113, Tuscaloosa, AL 35402
2. BRING your bid to: County Clerk's Office in the basement of the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, March 7, 2001.
3. Return your bid in the "BID" envelope provided, or use the "BID" envelope to label your bid package.

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

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

Sincerely,


Robert H. Johnston
Clerk

RHJ:1ks

encl.

3-4

3-4

SKID STEER LOADER

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid Skid Steer Loader	1		\$22907.15

DELIVERY:

Delivery may be a factor in awarding the bid. Delivery shall be made within sixty (60) days from the date of award.

Specify delivery date: 30 Days from P.O.

Name of Company: Tuscaloosa Ford Tractor, Inc.

Mailing Address: 3921 Skyland Blvd. E., Tuscaloosa, AL 35405

Telephone: 205-553-8573

Name: Jerome Cowley

Title: Manager

Date: March 5, 2001

File: *f:/users/bobby/winword/equipbid/SkidSteerLoader*

SKID STEER LOADER

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid Skid Steer Loader	1	<u>\$20,034.00</u>	<u>\$20,034.00</u>

DELIVERY:

Delivery may be a factor in awarding the bid. Delivery shall be made within sixty (60) days from the date of award.

Specify delivery date: 60 DAYS

Name of Company: SKYLAND EQUIPMENT

Mailing Address: 2540 SKYLAND BLVD. E.

Telephone: 205-556-5767

Name: LANCE ROSE

Title: SALES MANAGER

Date: 02-22-01

SKID STEER LOADER

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid			
Skid Steer			
Loader	1	<u>22,101.37</u>	<u>22,101.37</u>

DELIVERY:

Delivery may be a factor in awarding the bid. Delivery shall be made within sixty (60) days from the date of award.

Specify delivery date: _____

Name of Company: Loader Services & Equipment

Mailing Address: 1530 Green Springs Hwy B'ham AL 35205

Telephone: 205 320 1000

Name: David Bowen

Title: Loader Specialist

Date: 3/7/01

File: f:/users/bobby/winword/equipbid/SkidSteerLoader

SKID STEER LOADER

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid Skid Steer Loader	1	<u>\$24,914.51</u>	<u>\$24,914.51</u>

DELIVERY:

Delivery may be a factor in awarding the bid. Delivery shall be made within sixty (60) days from the date of award.

Specify delivery date: 48 hrs of date of award.

Name of Company: Thompson Cat Rental Store

Mailing Address: 3317 Messer Airport Hwy, B'ham, AL 35222

Telephone: 205-326-0334

Name: Chuck Shelton

Title: C.C.E. Sales

Date: 3/06/01

File: f:/users/bobby/winword/equipbid/SkidSteerLoader

SKID STEER LOADER

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid Skid Steer Loader	1	<u>\$25,644.00</u>	<u>\$25,644.00</u>

DELIVERY:


Delivery may be a factor in awarding the bid. Delivery shall be made within sixty (60) days from the date of award.

Specify delivery date: 30 days or less.

Name of Company: Joe Money Machinery Co., Inc.

Mailing Address: 4400 Lewisburg Road, Birmingham, AL. 35207

Telephone: (205) 841-7000 or 1-800-292-3491

Name: Wayne Hudson 

Title: Vice President

Date: 3/06/01

File: *f:/users/bobby/winword/equipbid/SkidSteerLoader*

SKID STEER LOADER

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid Skid Steer Loader	1	<u>\$24,885.18</u>	<u>\$25,822.18</u>

DELIVERY:

Delivery may be a factor in awarding the bid. Delivery shall be made within sixty (60) days from the date of award.

Specify delivery date: April 9, 2001

Name of Company: Goshen Tractor Company

Mailing Address: 183 Western Blvd. Montgomery, AL 36108

Telephone: (334) 262-3164

Name: Mike Sims

Title: Sales Associate

Date: March 5, 2001

File: *f:/users/bobby/winword/equipbid/SkidSteerLoader*

Note To Bid:

Above pricing includes a 3 year 3000 hour extended warranty at no additional cost.

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

GRAVEL () CHERT ()
TOPSOIL () SAND ()
SANDSTONE () EARTH (x)
SAND () ROCK ()

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to me, receipt of which is hereby acknowledged, I, Western Steel, Inc. (WSI) owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto TUSCALOOSA COUNTY, acting through the Road and Bridge Department, or its contractor, the right to remove such quantities of material as desired for use in the land, hereinafter described, together with the use of whatever lands are necessary for a convenient temporary right of way between this tract of land and the Project of the duration of this instrument : said tract being approximately described as follows :

Merben Plaza Property

on which land the definite location of the material to be removed has been designated to me; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of .50¢ per cubic yard by loose volume as measured in truck beds at the place of dumping, the record of yardage for payment to WSI to be the same as made by the County for payment to its hauling contractors or agents and that payment shall be made to WSI by the County or its contractors, within 30 days after the expiration of each calendar month in which this material was removed, and it is hereby agreed that no payment shall be made to WSI for any stripping or material necessarily removed in securing suitable contractors, will remove without charge any or all such stripping or material to any spot on my land designated by me, within three hundred (300) feet off the place of excavation, and that the above payment will compensate me in full for any damages to our land incurred in the removal and disposal of these materials.

This option to purchase the right to remove materials in accordance with the terms of this instrument shall be binding upon our, our heirs, assigns, or administrators from the date of its execution to _____

with the exception that this agreement shall become void if the property herein described as Merben Plaza Property is either sold or leased by the present owner, Western Steel, Inc., Gene Calhoun, further stated that I, have the right to give this option and to sell the said material that WSI (am) (are) is the sole owner of the land (pit) from which the said material is to be taken and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

In witness whereof, I have hereunto set my hand and seal this 9th day of March, 2001.
WESTERN STEEL, INC.

WITNESSES:

Laurelee S. Afshar
Laurelee S. Afshar

Gene Calhoun
Gene Calhoun/President

ADDRESS: 4201 Park Avenue S.W.
Birmingham, AL 35221

SSN # _____

REVISED 1/29/01

Project No. _____
DOT No. 725425T
Ref. No. _____
County Tuscaloosa
Town or City _____
Street/Road Lucille Dr.

Alabama Department of Transportation**Federal Aid Rail/Highway Crossing****Improvement Project****Agreement for Maintenance of Pavement Markings and Signs**

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, (hereinafter referred to as the State), and Tuscaloosa County, Alabama (hereinafter referred to as the County).

WITNESSETH:

WHEREAS, there are Federal Section 130 funds which will assist the State in 100 percent of the expenses incurred in implementation of signs, markings and legends for this project.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent of the cost of construction of this project shall be paid for with federal-aid funds.
The STATE will not be liable for any Funds under this Agreement.
2. A final inspection shall be made by the State after all work items have been completed.
3. The State will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CRF Section 140.922).
4. Upon completion and acceptance of this project, the County will maintain all signs, markings and legends in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices.
5. Exhibit "M" and "N" are attached hereto as a part of this agreement.
6. The State shall not be responsible for the maintenance of signs, markings or legends once they are installed under this project.

3-6

3-6

Project No. _____
DOT No. 725411K
Ref. No. _____
County Tuscaloosa
Town or City _____
Street/Road Tannehill Park Rd.

Alabama Department of Transportation
Federal Aid Rail/Highway Crossing
Improvement Project

Agreement for Maintenance of Pavement Markings and Signs

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, (hereinafter referred to as the State), and Tuscaloosa County, Alabama (hereinafter referred to as the County).

WITNESSETH:

WHEREAS, there are Federal Section 130 funds which will assist the State in 100 percent of the expenses incurred in implementation of signs, markings and legends for this project.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent of the cost of construction of this project shall be paid for with federal-aid funds.
The STATE will not be liable for any Funds under this Agreement.
2. A final inspection shall be made by the State after all work items have been completed.
3. The State will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CRF Section 140.922).
4. Upon completion and acceptance of this project, the County will maintain all signs, markings and legends in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices.
5. Exhibit "M" and "N" are attached hereto as a part of this agreement.
6. The State shall not be responsible for the maintenance of signs, markings or legends once they are installed under this project.

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REVISED 1/29/01

Project No. _____
DOT No. 725423E
Ref. No. _____
County Tuscaloosa
Town or City _____
Street/Road Vance Church Rd.

Alabama Department of Transportation**Federal Aid Rail/Highway Crossing****Improvement Project****Agreement for Maintenance of Pavement Markings and Signs**

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Project No. _____
DOT No. 725435Y
Ref. No. _____
County Tuscaloosa
Town or City _____
Street/Road Echo Lake Rd

Alabama Department of Transportation

Federal Aid Rail/Highway Crossing

Improvement Project

Agreement for Maintenance of Pavement Markings and Signs

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RESOLUTION

WHEREAS, the Tuscaloosa County Commission is eligible to apply for grant funds under the COPS MORE 2001 program through the Department of Justice; and

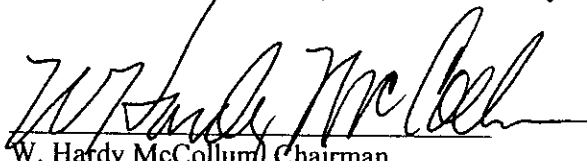
WHEREAS, the Tuscaloosa County Commission supports and endorses the application for said grant funds to be utilized to solve community problems by redeploying officers back into the street; and


WHEREAS, the Tuscaloosa County Commission is eligible for grant funding in the amount of \$101,100.00 with a match requirement of 25%;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the proposed application package for the funding assistance required and pledges the local match which is required as a part of the application package.

BE IT FURTHER RESOLVED that the Tuscaloosa County Commission authorizes the Chairman, W. Hardy McCollum, to execute any and all documents as required to provide for the submission and approval of the proposed project.

Approved and adopted this the 14th day of March 2001.

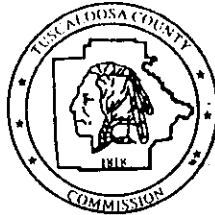

W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Robert H. Johnston, Clerk
Tuscaloosa County Commission

SEAL

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

February 16, 2001

Townsend Ford, Inc.
Barkley Pontiac-GMC
Tuscaloosa Motor Company
Locklear Dodge City

Long-Lewis Ford
Ben Atkinson Motors, Inc.
Truck City Ford Sales Inc.

Gentlemen:

Tuscaloosa County will accept bids on one (1) or more new 2001 two wheel drive super crew cab and 2001 four wheel drive super crew cab trucks until 9:00 a.m., Wednesday, March 7, 2001.

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

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, March 7, 2001.

Bid shall include all freight, title, delivery, etc. charges. Bid should state condition of warranty.

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 morning.

Please 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.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bobby", is written over the printed name.

Robert H. Johnston
Clerk

RHJ:lks

encl.

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SPECIFICATIONS FOR BID

One or More

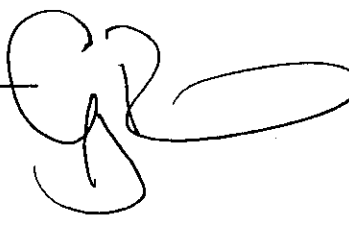
Minimum Specifications
New 2001 Four Wheel Drive Super Crew Cab
5 1/2 Foot Box
4-Door Full Rear Seating

- W08 139" Wheel Base
- 99L 5.4 V8 Engine
- 44H Transmission Automatic with Overdrive
- 215 Electric Shift-on-the-Fly 4x4
- Power Steering
- Power Brakes
- Tires (5) P255/70R/16
- Wheels (5) 16"x7"
- XH9 Rear Axel: Limited Slip
- Chrome Front Bumper
- Chrome Rear Step Bumper
- F Seats: Cloth Captain's Chair
- Internal Wipers
- Alternator: 130 Ampere
- Factory Air Conditioning
- Radio: AM/FM Stereo, C.D., Clock
- Power Windows
- Power Door Locks
- Fog Lamps
- 535 Class III Trailer Tow
- 90P Power Drive Seat
- 913 Skid Plates
- Heavy Duty Electric/Cooling
- Tachometer
- Overhead Console
- Tow Hooks Front
- Keyless Entry, Remote
- All other Group Standard Equipment
- All other Safety Equipment

****Bid must include Vehicle Title and Delivery to Tuscaloosa, Alabama**

BID AMOUNT 29,250⁰⁰ each

Greg Brooks
Commercial Sales Manager
FIRM Townsend Ford, Inc.
550 Skyland Blvd. E.
Tuscaloosa, AL. 35405
MAILING ADDRESS Phone 205-366-FORD Fax 205-752-0475
Toll Free 1-888-592-FORD

 3-6-01
FLEET MGR

Greg Brooks
Commercial Sales Manager
Townsend Ford, Inc.
550 Skyland Blvd. E.
Tuscaloosa, AL. 35405
Phone 205-366-FORD Fax 205-752-0475
Toll Free 1-888-592-FORD

SPECIFICATIONS FOR BID

One or More

Minimum Specifications

New 2001 Two Wheel Drive Super Crew Cab
5 1/2 Foot Box
4-Door Full Rear Seating

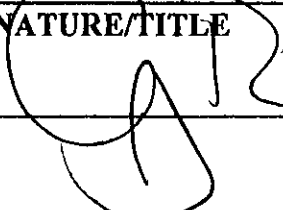
W07 139" Wheelbase
99L 5.4 V8 Engine
44E Transmission Automatic with Overdrive
Power Steering
Power Brakes
Tires (5) P255/70R/16
Wheels (5) 16"x7"
Chrome Front Bumper
Chrome Rear Step Bumper
F Seats: Cloth Captain's Chair
Internal Wipers
Alternator: 130 Ampere
Factory Air Conditioning
Radio: AM/FM Stereo, C.D., Clock
Power Windows
Power Door Locks
S35 Class III Trailer Tow
90P Power Drive Seat
— Heavy Duty Electric/Cooling
Tachometer
Overhead Console
Keyless Entry, Remote
All other Group Standard Equipment
All other Safety Equipment

**Bid must include Vehicle Title and Delivery to Tuscaloosa, Alabama

BID AMOUNT 26,175⁰⁰ each

FIRM Greg Brooks
Commercial Sales Manager
Townsend Ford, Inc.
550 Skyland Blvd. E.

MAILING ADDRESS Tuscaloosa, AL 35405
Phone 205-366-FORD Fax 205-752-0475
Toll Free 1-888-592-FORD

SIGNATURE/TITLE 

3-6-01

Fleet Mgr

Greg Brooks
Commercial Sales Manager
Townsend Ford, Inc.
550 Skyland Blvd. E.
Tuscaloosa, AL. 35405
Phone 205-366-FORD Fax 205-752-0475
Toll Free 1-888-592-FORD

SPECIFICATIONS FOR BID

One or More

Minimum Specifications
New 2001 Four Wheel Drive Super Crew Cab
5 1/2 Foot Box
4-Door Full Rear Seating

139" Wheel Base
5.4 V8 Engine
Transmission Automatic with Overdrive
Electric Shift-on-the-Fly 4x4
Power Steering
Power Brakes
Tires (5) P255/70R/16
Wheels (5) 16"x7"
Rear Axel: Limited Slip
Chrome Front Bumper
Chrome Rear Step Bumper
Seats: Cloth Captain's Chair
Internal Wipers
Alternator: 130 Ampere
Factory Air Conditioning
Radio: AM/FM Stereo, C.D., Clock
Power Windows
Power Door Locks
Fog Lamps
Class III Trailer Tow
Power Drive Seat
Skid Plates
Heavy Duty Electric/Cooling
Tachometer
Overhead Console
Tow Hooks Front
Keyless Entry, Remote
All other Group Standard Equipment
All other Safety Equipment

**Bid must include Vehicle Title and Delivery to Tuscaloosa, Alabama

BID AMOUNT \$27,498.63 EA.

BEN ATKINSON MOTORS INC
FIRM

P.O. BOX 780070 TALLASSEE AL 36078
MAILING ADDRESS

SPECIFICATIONS FOR BID

One or More

Minimum Specifications

New 2001 Two Wheel Drive Super Crew Cab
5 1/2 Foot Box
4-Door Full Rear Seating

139" Wheelbase
5.4 V8 Engine
Transmission Automatic with Overdrive
Power Steering
Power Brakes
Tires (5) P255/70R/16
Wheels (5) 16"x7"
Chrome Front Bumper
Chrome Rear Step Bumper
Seats: Cloth Captain's Chair
Internal Wipers
Alternator: 130 Ampere
Factory Air Conditioning
Radio: AM/FM Stereo, C.D., Clock
Power Windows
Power Door Locks
Class III Trailer Tow
Power Drive Seat
Heavy Duty Electric/Cooling
Tachometer
Overhead Console
Keyless Entry, Remote
All other Group Standard Equipment
All other Safety Equipment

**Bid must include Vehicle Title and Delivery to Tuscaloosa, Alabama

BID AMOUNT \$24,468.83 ea.

BEN ATKINSON MOTORS INC.
FIRM

P.O. BOX 780070 TALLASSEE, AL 36078
MAILING ADDRESS

Bruce Brown, FLEET SALES MGR.
SIGNATURE/TITLE

BRUCE BROWN 1800255 5650

PLEASE FAX BACK BID RESULTS THE DAY OF
BID OPENING. THANKS
FAX# 334 283 2897 Bruce Brown

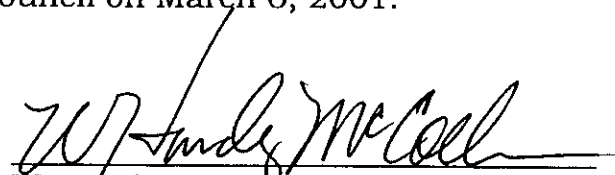
RESOLUTION

RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION RATIFYING
AND CONFIRMING THE APPOINTMENT OF DAVID GRIFFIN
AND LINDA MCKINNEY

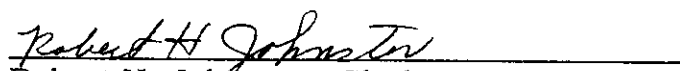
WHEREAS, by resolution on February 16, 2000, the Tuscaloosa County Commission transferred to the Tuscaloosa City Council the three appointments to the Board of Directors of the Tuscaloosa County Parking and Transit Authority that were previously entitled to be filled by the Tuscaloosa County Commission with such appointments to be ratified and confirmed by the Commission.

WHEREAS, the City of Tuscaloosa by Ordinance No. 6155 on March 6th, 2001 appointed Linda McKinney and David Griffin as residents of Tuscaloosa County but not of any municipality therein to the Tuscaloosa County Parking and Transit Authority Board for a four (4) year term.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that David Griffin and Linda McKinney are hereby appointed to the Tuscaloosa County Parking and Transit Authority Board of directors to a four (4) year time and their appointments by the City of Tuscaloosa by Ordinance No. 6155 is hereby ratified and confirmed from the effective date of the appointment by the Tuscaloosa City Council on March 6, 2001.


W. Hardy McCollum, Chairman

Attest:


Robert H. Johnston, Clerk

DATE: March 14, 2001

(A01-0154)

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