

TUSCALOOSA COUNTY COMMISSION
MEETING
SEPTEMBER 1, 2021

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the minutes of August 18, 2021.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to appoint Zach Wolfe to fill the vacancy on the Tuscaloosa County Heritage Commission. The term will expire May 15, 2023.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to declare lots 6-11, 20-25, and 12-19 in the Holt Realty Company Subdivision, Sector 7 as surplus and authorize the lots to be posted for auction as a whole with the minimum bid set at the appraised value of \$30,000.00.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Chair to execute agreements with the City of Brookwood and the Town of Vance for animal control service provided by the Sheriff's Office.

Exhibit 9-1, Pages

Chairman Rob Robertson presented Tuscaloosa County Detention Deputy David Cannon a twenty-five year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Chairman Rob Robertson presented Commissioner Reginald Murray a Letter of Recognition for twenty-four years of service with the County Commission and ACCA and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize the Engineering Department to post a speed limit of 25 MPH on Bethabara Church Road from Highway 171 to the curve past the church and post a speed limit of 35 MPH on the remainder of Bethabara Church Road.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to post a speed limit of 25 MPH on Freemans Bend Road.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for August 2021.

Exhibit 9-2, Page

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to begin condemnation proceedings on a structure at 6631 Jug Factory Road, District IV.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize Maintenance Superintendent Ryan Sabbagh to seek bids for the Courthouse service elevator and to research if the project is reimbursable under the American Rescue Plan Act.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve American Rescue Plan Act Project funding for District I to include items as attached in the exhibit.

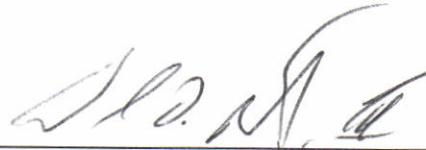
Exhibit 9-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding in the amount of \$7,400.00 from the District II discretionary fund to PARA for the purposes of repairing and spot repainting in the pool area of the Tingle Center.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Chair to execute an agreement regarding the donation of land from Mr. Johnny Free on Duncanville Middle School Road for the Duncanville Storm Shelter Site.

Exhibit 9-4, Pages

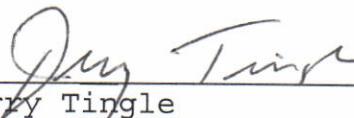
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 15, 2021.



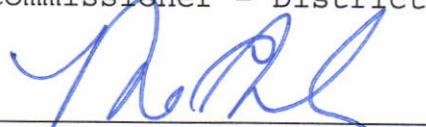
Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

**AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES
BETWEEN TUSCALOOSA COUNTY, ALABAMA AND BROOKWOOD,
ALABAMA**

THIS AGREEMENT ("Agreement") is made and entered this 25th day of January, 2021, by and between Brookwood, Alabama ("**City**"), a municipal corporation, and Tuscaloosa County, Alabama ("**County**"), a constitutionally created political subdivision of the State of Alabama, herein after collectively referred to as the "**Parties.**"

WHEREAS, Counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement. Title 11 of the Code of Alabama (1975) authorizes the County to enter into a contract with municipalities to provide services; and

WHEREAS, the City has a need for the assistance and removal of vicious animals; and

WHEREAS, the Tuscaloosa County Sheriff's Office administers the primary animal control services for the County; and

WHEREAS, the mission of Tuscaloosa County Animal Control Services is to provide for the enforcement of animal control laws of Tuscaloosa County, Alabama in a manner that reflects quality and professionalism, including the removal of vicious animals as contemplated by this Agreement; and

WHEREAS, Tuscaloosa County Animal Control Officers (ACOs) are authorized to respond to the unincorporated areas within the County and to capture and remove vicious or dangerous animals; and

WHEREAS, the County and the City desire to enter into an Agreement for the County to respond to City's requests for animal control services of the capture and removal of vicious and dangerous animals within the corporate limits of the City; and

WHEREAS, the Sheriff of Tuscaloosa County has authorized the contracting of these services to the City subject to the terms and conditions contained herein; and

WHEREAS, the Parties desire, through this Agreement, to agree to these Articles of this Agreement under the terms and conditions set forth;

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the City in a manner that reflects quality and professionalism. For the purposes of this Agreement, "Animal Control Services" only includes the capture and removal of dangerous or vicious animals upon request of the City. The Parties agree that:

- 1.1 The County agrees to provide animal control services within the corporate limits of the City upon request by authorized City law enforcement officials. The purpose of such service shall be to assist in the capture and removal of dangerous or vicious animals.
- 1.2 The County agrees to provide a response to requests for animal control services within the City upon authorized individuals within the City's request.
- 1.3 The City agrees to compensate the County on a per call basis. Further, the parties agree, acknowledge, and understand that the fee due the County is due once the ACO has dispatched to the City. An unsuccessful capture and/or removal of a dangerous or vicious animal is still considered an answered call.
- 1.4 The city agrees and acknowledges that the County Animal Control Officers are limited in number and therefore the City agrees to materially assist the Officers in the performance of their service.

**ARTICLE 2
TERM OF AGREEMENT**

The term of this Agreement is for three (3) years from January 25th, 2021 through October 1, 2023.

At the conclusion of the last term, the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Commission and the governing body of the City.

Either party may terminate this Agreement at any time, upon ninety (90) days notice to the other party.

ARTICLE
3
COMPENSATION AND
CONSIDERATION

The City and County do hereby agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in this Agreement are material and enforceable during the entire agreed period in the following manner:

The payment amount for the City will be based on its monthly calls for service. The City hereby agrees and acknowledges that the County will bill and be due a fee of Two Hundred Dollars and Zero Cents (\$200.00) per call to respond to a dangerous or vicious animal within the jurisdiction of the City. Again, successful capture and/or removal is not a requirement for the fee to become due. The County agrees to invoice the City the total amounts due on a monthly basis.

The payment amount will be enforceable during the period of this agreement and all payments will be due within thirty (30) days of the invoice date and should be sent to the following address:

Failure to remit payment to Tuscaloosa County within sixty (60) days of receipt of the invoice may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

ARTICLE
4
ENFORCEMENT & SERVICE
RESPONSE

Animal Control Officer(s) (ACOs) will assist other law enforcement agencies who have requested help with dangerous or vicious animal problems in a professional manner. ACO(s) shall respond to requests for services requested by law enforcement officials in the City. ACO's will be dispatched by Tuscaloosa County Dispatch upon a valid request by an authorized law enforcement official within the City.

The City agrees their law enforcement officials are able to request animal control services response, and thereby obligate the City to the payment of the expenses related to those services. The City recognizes that failure to provide a specific list of authorized individuals (if not all law enforcement officials are authorized) will stand as a default acknowledgment that any law enforcement officer employed by the City is fully authorized to request animal control services. The City also acknowledges and agrees that their officers are to provide assistance to the Animal Control Officers in the performance of any service under this Agreement. Failure to provide assistance will result in termination of the Animal Control service on the call and the City will still be billed for that call.

Animals captured and removed shall be handled in the standard practices and procedures of the Tuscaloosa County Sheriff's Office Animal Control Division and the laws and regulations of the State of Alabama. No provisions contained herein shall obligate the County or the Tuscaloosa County Sheriff's Office to any financial obligations included with the housing, care, or maintenance of any animal removed from the City's jurisdiction.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Representative and the Tuscaloosa County Sheriff (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement in the event of default by the other.

An event of default shall occur if the County fails to provide animal control services as stipulated herein. The City shall be in default if the City fails to timely pay the County.

If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a ninety (90) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the ninety (90) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either Party breaches a material term or condition of this Agreement, other than an event of default, the Party in breach, upon receipt of a written request from the non-

breaching Party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching Party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching Party to remedy the breach.

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 7
AMENDMENTS**

This Agreement may be modified at any time during the term only by mutual written consent of both Parties.

**ARTICLE 8
NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County:

With a copy to:

If to the City:

Brookwood Town Hall, Attn: Mayor Joe Barger
15689 Highway 216, Brookwood, AL 35444

With a copy to:

**ARTICLE 9
NON- ASSIGNABILITY**

Neither Party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 10
ENTIRE AGREEMENT**

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter of the Agreement.

**ARTICLE 11
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the state of Alabama. The obligations of the Parties to this Agreement are performable in Tuscaloosa County, Alabama and, if legal action is necessary to enforce same, the Parties agree exclusive venue shall lie in Tuscaloosa County, Alabama.

**ARTICLE 12
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 13
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective Parties' successors.

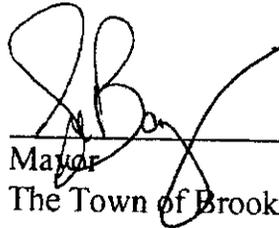
**ARTICLE 14
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Tuscaloosa County Commission, and the City, acting by and through its duly authorized officers.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

1-25-2021
Date



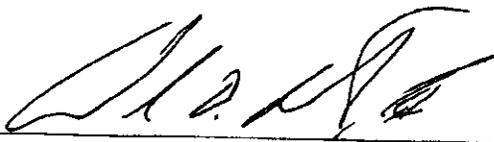
Mayor
The Town of Brookwood

Attest:



Town Clerk

8/26/21
Date



Ward "Rob" Robertson, Chairman
Tuscaloosa County Commission

Attest:

Melvin Vines
County Administrator

**AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES
BETWEEN TUSCALOOSA COUNTY, ALABAMA AND VANCE, ALABAMA**

THIS AGREEMENT ("Agreement") is made and entered this 2 day of AUGUST, 2021, by and between Vance, Alabama ("City"), a municipal corporation, and Tuscaloosa County, Alabama ("County"), a constitutionally created political subdivision of the State of Alabama, herein after collectively referred to as the "**Parties.**"

WHEREAS, Counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement. Title 11 of the Code of Alabama (1975) authorizes the County to enter into a contract with municipalities to provide services; and

WHEREAS, the City has a need for the assistance and removal of vicious animals; and

WHEREAS, the Tuscaloosa County Sheriff's Office administers the primary animal control services for the County; and

WHEREAS, the mission of Tuscaloosa County Animal Control Services is to provide for the enforcement of animal control laws of Tuscaloosa County, Alabama in a manner that reflects quality and professionalism, including the removal of vicious animals as contemplated by this Agreement; and

WHEREAS, Tuscaloosa County Animal Control Officers (ACOs) are authorized to respond to the unincorporated areas within the County and to capture and remove vicious or dangerous animals; and

WHEREAS, the County and the City desire to enter into an Agreement for the County to respond to City's requests for animal control services of the capture and removal of vicious and dangerous animals within the corporate limits of the City; and

WHEREAS, the Sheriff of Tuscaloosa County has authorized the contracting of these services to the City subject to the terms and conditions contained herein; and

WHEREAS, the Parties desire, through this Agreement, to agree to these Articles of this Agreement under the terms and conditions set forth;

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the City in a manner that reflects quality and professionalism. For the purposes of this Agreement, "Animal Control Services" only includes the capture and removal of dangerous or vicious animals upon request of the City. The Parties agree that:

- 1.1 The County agrees to provide animal control services within the corporate limits of the City upon request by authorized City law enforcement officials. The purpose of such service shall be to assist in the capture and removal of dangerous or vicious animals.
- 1.2 The County agrees to provide a response to requests for animal control services within the City upon authorized individuals within the City's request.
- 1.3 The City agrees to compensate the County on a per call basis. Further, the parties agree, acknowledge, and understand that the fee due the County is due once the ACO has dispatched to the City. An unsuccessful capture and/or removal of a dangerous or vicious animal is still considered an answered call.
- 1.4 The city agrees and acknowledges that the County Animal Control Officers are limited in number and therefore the City agrees to materially assist the Officers in the performance of their service.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for three (3) years from January 2, 2021 through October 1, 2023.

At the conclusion of the last term, the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Commission and the governing body of the City.

Either party may terminate this Agreement at any time, upon ninety (90) days notice to the other party.

ARTICLE
3
COMPENSATION AND
CONSIDERATION

The City and County do hereby agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in this Agreement are material and enforceable during the entire agreed period in the following manner:

The payment amount for the City will be based on its monthly calls for service. The City hereby agrees and acknowledges that the County will bill and be due a fee of Two Hundred Dollars and Zero Cents (\$200.00) per call to respond to a dangerous or vicious animal within the corporate limits of the City. Again, successful capture and/or removal is not a requirement for the fee to become due. The County agrees to invoice the City the total amounts due on a monthly basis.

The payment amount will be enforceable during the period of this agreement and all payments will be due within thirty (30) days of the invoice date and should be sent to the following address:

Town of Vance
17710 Vance Municipal Drive
Vance, AL 35490

Failure to remit payment to Tuscaloosa County within sixty (60) days of receipt of the invoice may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

ARTICLE
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ENFORCEMENT & SERVICE
RESPONSE

Animal Control Officer(s) (ACOs) will assist other law enforcement agencies who have requested help with dangerous or vicious animal problems in a professional manner. ACO(s) shall respond to requests for services requested by law enforcement officials in the City. ACO's will be dispatched by Tuscaloosa County Dispatch upon a valid request by an authorized law enforcement official within the City.

The City agrees their law enforcement officials are able to request animal control services response, and thereby obligate the City to the payment of the expenses related to those services. The City recognizes that failure to provide a specific list of authorized individuals (if not all law enforcement officials are authorized) will stand as a default acknowledgment that any law enforcement officer employed by the City is fully authorized to request animal control services. The City also acknowledges and agrees that their officers are to provide assistance to the Animal Control Officers in the performance of any service under this Agreement. Failure to provide assistance will result in termination of the Animal Control service on the call and the City will still be billed for that call.

Animals captured and removed shall be handled in the standard practices and procedures of the Tuscaloosa County Sheriff's Office Animal Control Division and the laws and regulations of the State of Alabama. No provisions contained herein shall obligate the County or the Tuscaloosa County Sheriff's Office to any financial obligations included with the housing, care, or maintenance of any animal removed from the corporate limits of the City.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Representative and the Tuscaloosa County Sheriff (or his/her designee) will meet and confer to ensure a smooth transition.

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**ARTICLE 7
AMENDMENTS**

This Agreement may be modified at any time during the term only by mutual written consent of both Parties.

**ARTICLE 8
NOTICES**

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If to the County:

With a copy to:

If to the City:

With a copy to:

Exp 9-1

**ARTICLE 9
NON- ASSIGNABILITY**

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**ARTICLE 10
ENTIRE AGREEMENT**

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SEVERABILITY**

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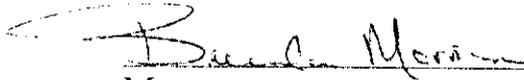
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(SIGNATURES ON NEXT PAGE)

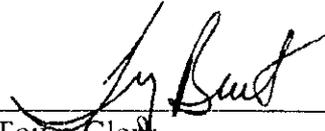
IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

Date



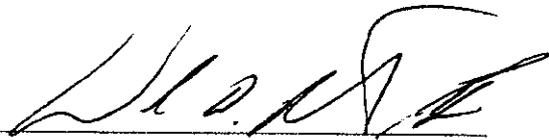
Mayor
The Town of Vance

Attest:


Town Clerk

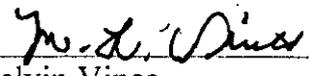
Date

8-2-21



Ward "Rob" Robertson, Chairman
Tuscaloosa County Commission

Attest: ✓


Melvin Vines
County Administrator

APPROVAL OF WARRANTS
August 2021

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	-	
001 SPECIAL SALES TAX	-	
112 ROAD & BRIDGE	-	
116 CAPITAL IMPROVEMENT	-	
117 RRR GAS TAX	-	
120 REAPPRAISAL	-	
160 COMMUNITY DEVELOP	-	
710 PAYROLL-DIR DEP	11516 - 11956	\$686,314.76
710 PAYROLL-CHECKS	66240 - 66252	\$12,534.59
710 PAYROLL-DIR DEP	11957 - 12403	\$674,108.04
710 PAYROLL-CHECKS	66253 - 66265	\$12,548.62
710 PAYROLL-CHECKS	97650 - 97683	\$1,780,351.18
720 EXCESS LAND SALES	-	
730 FIDUCIARY	-	
750 PISTOL PERMIT	-	
780 E911	-	
781 GAS TAX BONDING	-	
783 GENERAL LIABILITY	-	
783 WORKMEN'S COMP	-	
783 WORKMEN'S COMP	-	
783 HEALTH INSURANCE	-	
784 TAX COLL SPECIAL	-	
785 TAX ASSR SPECIAL	-	
786 MFG HOMES	-	
787 MOTOR VEH TRAINING	-	
AP CLEARING	-	\$4,837,035.31
		\$8,002,892.50

REVIEWED BY:

April L Hoffman
 APRIL L HOFFMAN, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, ROB ROBERTSON

Rob Robertson

COMMISSIONER, STAN ACKER

Stan Acker

COMMISSIONER, JERRY TINGLE

Jerry Tingle

COMMISSIONER, MARK C. NELSON

Mark C. Nelson

COMMISSIONER, REGINALD MURRAY

Reginald Murray

EX-2

District One Commissioner Stan Acker
 American Rescue Act Funding
 First Round
 Total available \$3,300,000
 Commission Agenda - September 1, 2021

		<u>Total Cost Estimate</u>
Buhl Elrod Holman Water Authority	Boyd Road Booster Station	174,050
Buhl Elrod Holman Water Authority	Cooper Road/Crawford Road Expansion	707,425
Buhl Elrod Holman Water Authority	Water Meter Replacement 1/2 cost- share with District 4	235,551
Carrolls Creek Water Authority	Mormon Road Expansion	446,300
Carrolls Creek Water Authority	Highway 69/Wilcutt Road Expansion	169,300
Carrolls Creek Water Authority	Traweek Road Expansion	31,500
Carrolls Creek Water Authority	Goodwater Road Expansion	506,700
Carrolls Creek Water Authority	Reed Mountain Tank Rehabilitation Painting	150,000
Carrolls Creek Water Authority	New Lexington Tank Rehabilitation Painting	600,000
Coker Water Authority	Belaire Tank Rehabilitation Painting	100,000
Coker Water Authority	Lake Lurleen Tank Rehabilitation Painting	<u>150,000</u>
	TOTAL	<u>3,270,826</u>
	Round One funding total budget	3,300,000
	Under budget-carryover - Round 2 planning	29,174

tx 9-3

STATE OF ALABAMA

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§ 11.
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TUSCALOOSA COUNTY

AGREEMENT FOR DONATION OF REAL PROPERTY

This Agreement for Donation of Real Property (the "Agreement") is made and entered into on this the 1 day of September, 2021, by and between Group Properties, LLC, an Alabama Limited Liability Company (the "Grantor") and The Tuscaloosa County Commission (the "Grantee").

WITNESSETH THAT

WHEREAS, Grantor is the owner of real property in Tuscaloosa County, Alabama described in Exhibit "A" attached hereto and made a part hereof by this reference which will be specifically described by a surveyed legal description prior to the Closing as defined herein (the "Property"); and

WHEREAS, Grantor is willing to donate the Property to Grantee for use as a storm shelter and Grantee is willing to accept Grantor's donation, upon the terms and conditions set forth in this Agreement;

THE PREMISES CONSIDERED, and in further consideration of the mutual promises and undertakings hereinafter recited the receipt and sufficiency thereof being hereby expressly acknowledged,

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Donation.

Grantor will convey the Property to Grantee at no cost and Grantee will accept the Property on the terms and conditions of this Agreement.

2. Documentation of Donation.

At Grantor's request, Grantee will sign and deliver to Grantor IRS Form 8283 that has been prepared by the Grantor, acknowledging receipt of the donation, but Grantor will be solely responsible for stating the value of the donated property on said form.

3. Use.

Grantee has agreed to restrict the Property in perpetuity for any permissible use that will benefit the citizens of Tuscaloosa County. Grantee shall be permitted to convey or lease the Property to the Duncanville Volunteer Fire Department ("DVFD") so long as the use of said Property conforms to the above stated permissible use.

Ex 9-4

4. Grantor's Representations.

The Property is conveyed AS IS, with all faults and without warranty, except as stated below. Grantor represents and warrants as of the date of this Agreement that:

(a) Grantor has the full power, right and authority to enter into this Agreement and to perform all of its obligations under this Agreement and to execute and deliver all documents required by this Agreement.

(b) Grantor has good and marketable title to the Property.

(c) There are no encroachments on the Property by adjoining property; there are no disputes concerning location of property lines or corners; and there is adequate vehicular access to and from Property by public roadways.

(d) There is no litigation or other proceeding pending, or, to Grantor's knowledge, threatened against or relating to the Property.

5. Grantee's Representations.

Grantee represents and warrants as of the date of this Agreement that it has the full power, right and authority to enter into this Agreement and to perform all of its obligations under this Agreement and to execute and deliver all documents required by this Agreement.

6. Closing.

Closing and transfer of title (the "Closing") shall take place on or before the 10th day of September, 2021 (the "Closing Date"). Closing may occur later or earlier if the parties agree.

7. Possession.

Possession and occupancy of the Property shall be delivered to Grantee at Closing.

8. Deed.

At Closing, the Grantor shall deliver to the Grantee a general warranty deed duly executed and acknowledged by Grantor conveying and transferring to Grantee good, marketable and insurable title to the Property free and clear from all mortgages, liens, easements, covenants, restrictions and other encumbrances, except those reasonably acceptable to Grantee.

EX 9-4

9. Closing Costs.

Grantee shall pay all closing costs associated with the conveyance contemplated herein.

10. Further In-Kind Donation.

Grantor acknowledges that as soon as practicable after the Closing, it will make an additional in-kind donation in the form of suitable fill dirt and related material as well as hauling expenses for same which is necessary to prepare a building pad on the Property which is suitable, in the sole discretion of the Grantee, for the construction of a tornado shelter on the Property.

11. Notice.

All notices required to be given under this Agreement shall be deemed given when hand delivered or when deposited in the U.S. Mails, certified, registered or express mail, return receipt requested, postage prepaid and properly addressed to Grantor or Grantee at the addresses set forth below. In the alternative, notices may be sent by email provided the original of the document sent by email is hand delivered or mailed within a reasonable time, but not more than ten (10) calendar days after the date of the email. In the event notices are sent by regular U.S. Mail, such notices shall be effective upon receipt:

If intended for Grantor: Group Properties, LLC
P.O. Box 86
Duncanville, AL 35456

If intended for Grantee: The Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

or to such other addresses as Grantor and Grantee shall designate.

12. Effect.

This Agreement is for the benefit of and is binding upon Grantor and the Grantee their successors, and/or assigns. This Agreement contains the entire agreement by and between Grantors and Grantees and supersedes any and all prior agreements, written or oral. This Agreement shall be governed by the laws of the State of Alabama.

13. Modification and Amendment.

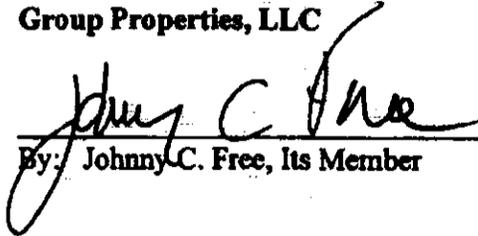
No modification or amendment affecting this Agreement shall be effective unless in writing and signed by Grantor and Grantee.

Ex 9-4

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first written above.

Grantor:

Group Properties, LLC

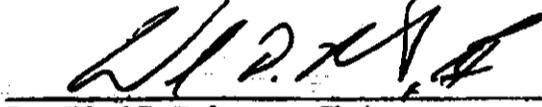

By: Johnny C. Free, Its Member

Witness:

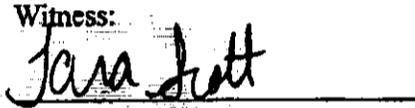


Grantee:

The Tuscaloosa County Commission

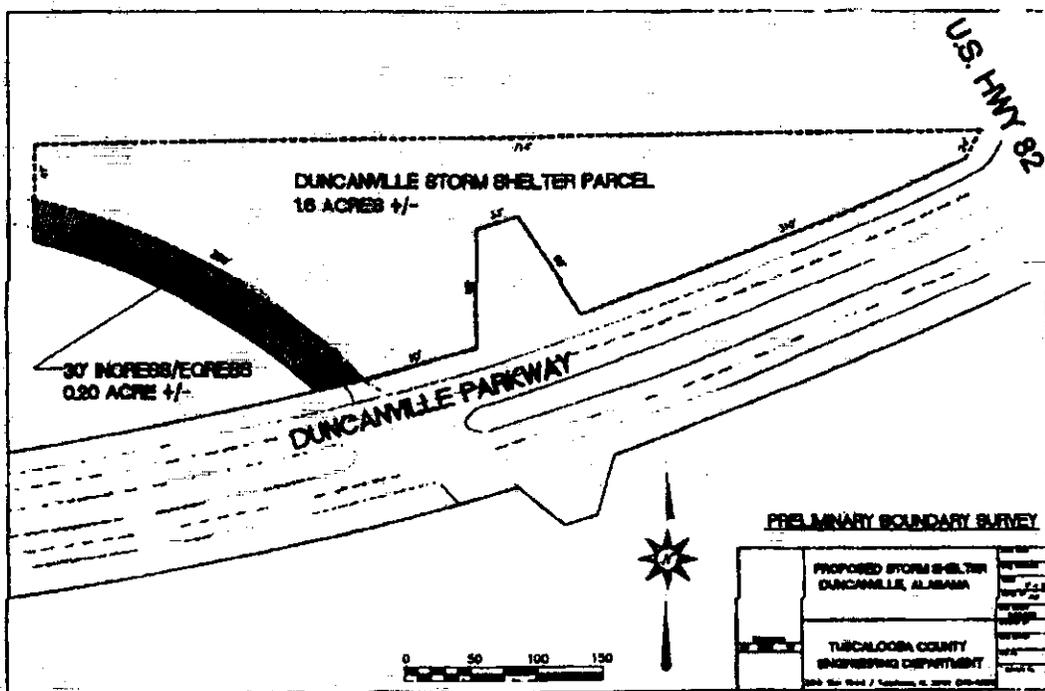
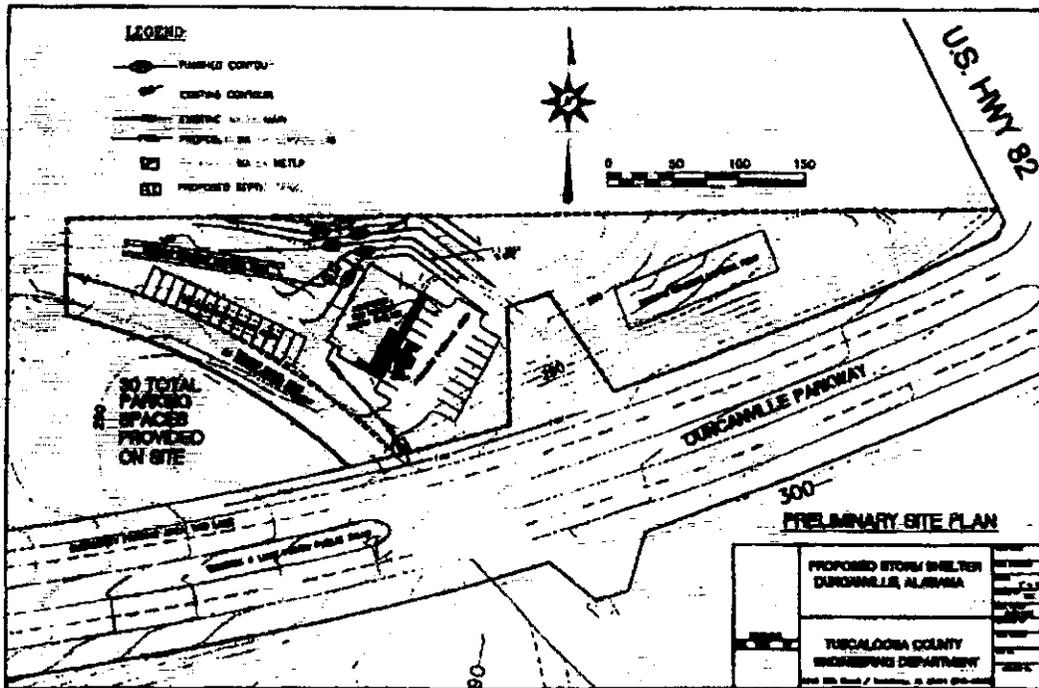

By: Ward D. Robertson, Chairman

Witness:



EX 9-4

Exhibit "A"



Exp 9-4