

TUSCALOOSA COUNTY COMMISSION
MEETING
September 18, 2002

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Mike Richardson
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution accepting the streets, together with the drainage structures, in Bear Creek Cove and Hunt Farms Phases Two and Three for maintenance by Tuscaloosa County.

Exhibit 9-1, Pages 261-263

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted three to one to approve material options with James J. Wilson, George B. Boone, Lee Guin, and Jim Walter Resources. The renewal of these options was necessary at this time to conform to a new form requested by the Alabama Department of Environmental Management. Commissioner Bobby Miller cast the NAY vote.

Exhibit 9-2, Pages 264-267

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the low bid meeting specifications on the following:

ROBERTSON ROAD BASE PROCESSING
S.T. Bunn Construction Co., Inc.
Fair Contracting Co., Inc.
Tomlin Construction LLC

Exhibit 9-3, Pages 268-270

MALONE CREEK ROAD BASE PROCESSING
S.T. Bunn Construction Co., Inc.
Fair Contracting Co., Inc.
H&W Construction

Exhibit 9-4, Pages 271-273

Commissioner Gary Youngblood presented a petition from twenty-six homeowners in Beulah Lake Subdivision to the County Commission requesting improvements to the roads in said subdivision.

Exhibit 9-5, Pages 274-276

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution approving the submission of a grant application to the Department of Justice under the Project Safe Neighborhood: Reducing Community Gun Violence 2002 Program. There is no requirement for local matching funds for the \$250,000 grant, which will be utilized by the Tuscaloosa County Sheriff's Office and the District Attorney's Office.

Exhibit 9-6, Page 277

Bids for a Law Enforcement Interactive Judgmental Portable Laser System were opened and referred to the Sheriff's Office for appropriate action. Bidding firms were as follows:

FATS, Inc.
Laser Shot, Inc.
Advanced Interactive Systems

Exhibit 9-7, Pages 278-279

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to award the bid on pharmaceutical supplies for the County Jail to I.H.S. Pharmacy as the low bidder meeting specifications. The bids were opened August 14, 2002.

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted three to nothing, with Commissioner Reginald Murray abstaining, to adopt a resolution authorizing the incorporation of the Automotive Corridor Industrial Development Authority of Tuscaloosa County, Alabama. The authority will issue bonds to help fund the new Mercedes-Benz expansion, with the bonds to be backed by Tuscaloosa County and cities of Tuscaloosa and Northport. Tuscaloosa County's share of the funding will be \$6,341,285, and will be repaid over ten years as stated in the Funding Agreement entered into by the county. The commission approved the appointment of county residents J. Dara Longgear, Beckham D. Palmer III, and James B. Fleming to serve six year terms on said authority.

Exhibit 9-8, Pages 281-284

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a \$9,439.08 district development project for Myrtlewood Elementary School in District Four. The balance of District Four's budget in the amount of \$3,109.18 will be used, and the remaining \$6,329.90 will be transferred from the District Three budget.

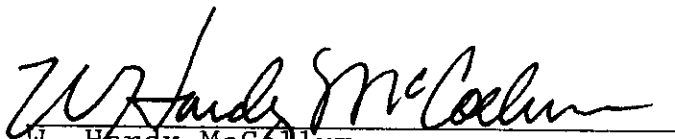
Exhibit 9-9, Page 285

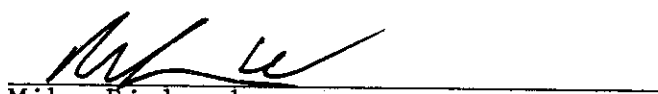
Upon motion by Commissioner Reginald Murray, seconded by Commissioner Bobby Miller, the County Commission voted three to two to defeat the motion that would have approved hiring a new planner for the Planning and Community Development Office to help approve subdivision plats in the county. Probate Judge W. Hardy McCollum, Commissioner Mike Richardson, and Commissioner Gary Youngblood cast the NAY votes.

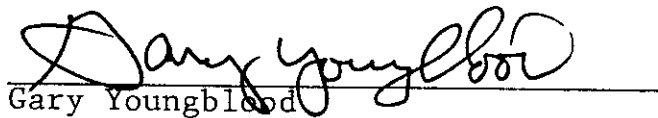
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted three to one to pay a \$7,832.49 invoice from West Alabama Asphalt for work previously done around the new Tuscaloosa County High School athletic facilities. Commissioner Mike Richardson cast the NAY vote.

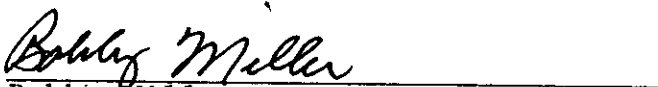
Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted three to one to support County Engineer Bobby Hagler in his efforts to get more productivity out of Road and Bridge Department employees. Commissioner Gary Youngblood cast the NAY vote.

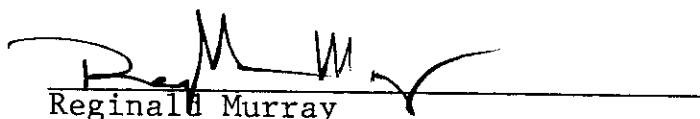
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 25, 2002.


 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

OCT 04 RECD

**RESOLUTION ACCEPTING STREETS IN
BEAR CREEK COVE**

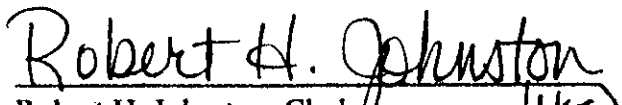
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Bear Creek Cove are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 18th day of September, 2002, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Robert H. Johnston, Clerk (1ks)

Seal

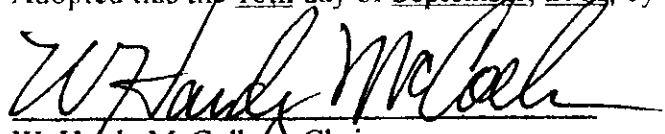
**RESOLUTION ACCEPTING STREETS IN
HUNT FARMS, PHASE II**

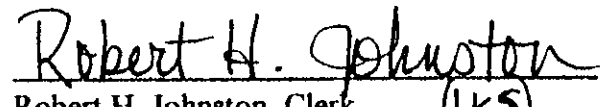
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Hunt Farms, Phase II are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 18th day of September, 2002, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Robert H. Johnston, Clerk (1K5)

Seal

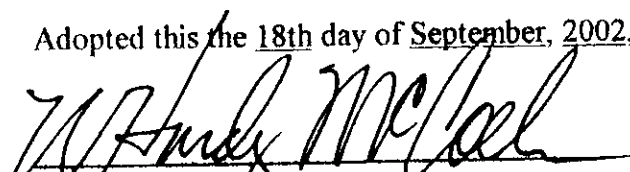
**RESOLUTION ACCEPTING STREETS IN
HUNT FARMS, PHASE THREE**

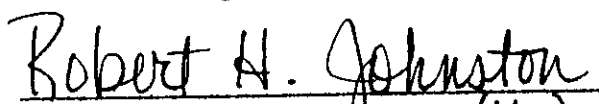
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Hunt Farms, Phase Three are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 18th day of September, 2002, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Robert H. Johnston, Clerk (IKS)

Seal

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

- | | | | |
|---------|-------------------------------------|-----------|--------------------------|
| GRAVEL | <input type="checkbox"/> | SAND | <input type="checkbox"/> |
| TOPSOIL | <input type="checkbox"/> | CHERT | <input type="checkbox"/> |
| EARTH | <input checked="" type="checkbox"/> | SANDSTONE | <input type="checkbox"/> |
| ROCK | <input type="checkbox"/> | | |

9-2

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 the undersigned, receipt of which is hereby acknowledged, the undersigned Owner(s) or authorized representative(s) of mineral and surface rights of a certain tract of land hereinafter described, do(es) hereby grant unto TUSCALOOSA COUNTY, acting through the Tuscaloosa County Public Works Department, or its contractor, the right to remove such quantities of the above indicated 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 for the duration of this instrument: said tract being approximately described as follows: _____

NW of Section 6 Township 21 S Range 11 W

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$.50c per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (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 the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the 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 the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 9-6-2002 thru 9-6-2003.

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

CHECK ONE BOX ONLY

The undersigned owner(s) or authorized representative(s) agree(s) to obtain all applicable permits from the Alabama Department of Environmental Management, and to maintain the property in conformance with all applicable rules and regulations. Copies of the permits will be provided to the Tuscaloosa County Engineer prior to the removal of any material from this property.

OR

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 16th day of Sept., 2002.

WITNESSES:

[Signature]

[Signature]
James J. Wilson

Address: 15972 Wilson Circle
Buhl AL 35446

SSN: 422-30-6852

9-2

JSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

GRAVEL SAND
TOPSOIL CHERT
EARTH SANDSTONE
ROCK

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

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NW of Section 17 Township 18 South Range 10 West

On which land the definite location of the material to be removed has been designated to the undersigned, under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$,50c per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (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 the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the 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 the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 9-6-2002 thru 9-6-2003.

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

CHECK ONE BOX ONLY

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OR

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 17th day of September, 2002.

WITNESSES:

Ray W. Boone

George B. Boone
George B. Boone

Address: 12300 Northside Road

Northport, AL 35475

SSN: 418-38-7637

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

GRAVEL SAND
TOPSOIL CHERT
EARTH SANDSTONE
ROCK
Clay X

9-2

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 the undersigned, receipt of which is hereby acknowledged, the undersigned Owner(s) or authorized representative(s) of mineral and surface rights of a certain tract of land hereinafter described, do(es) hereby grant unto TUSCALOOSA COUNTY, acting through the Tuscaloosa County Public Works Department, or its contractor, the right to remove such quantities of the above indicated 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 for the duration of this instrument: said tract being approximately described as follows:

NW of Section 9 Township 18S Range 12 W

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$.65 per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (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 the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the 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 the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 9-6-2002 thru 9-6-2003.

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

CHECK ONE BOX ONLY

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OR

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 16th day of September, 2002.

WITNESSES:

Lorene L. Sanford

Lee Guin
Lee Guin

My Commission Expires **12-12-02**

Address: 320 42nd Street East
Northport, AL 35473

SSN: 418-48-3982

9-2

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

GRAVEL SAND
TOPSOIL CHERT
EARTH SANDSTONE
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 the undersigned, receipt of which is hereby acknowledged, the undersigned Owner(s) or authorized representative(s) of mineral and surface rights of a certain tract of land hereinafter described, do(es) hereby grant unto TUSCALOOSA COUNTY, acting through the Tuscaloosa County Public Works Department, or its contractor, the right to remove such quantities of the above indicated 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 for the duration of this instrument; said tract being approximately described as follows:

NW of Section 27 Township 20S Range 8 W

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$ 0.00 per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (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 the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the 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 the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 9-6-2002 thru 9-6-2003.

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

CHECK ONE BOX ONLY

The undersigned owner(s) or authorized representative(s) agree(s) to obtain all applicable permits from the Alabama Department of Environmental Management, and to maintain the property in conformance with all applicable rules and regulations. Copies of the permits will be provided to the Tuscaloosa County Engineer prior to the removal of any material from this property.

OR

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 11th day of September, 2002.

WITNESSES:

Sylvia Algee

Jim Walter

Address: Jim Walter Resources
P.O. Box 133
Brookwood AL 35444

037 SSN: 267

9-2

**ROBERTSON ROAD
PROJECT BID SHEET**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	37,866	SYCIP	.42	15903.72
BASE PROCESSING	142	Roadbed Station	316.00	44872.00
AGGREGATE SURFACING (Contingency Item)	300	Ton	16.00	4800.00
TOTAL				65575.72

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: ST Bunn Construction Co Inc.

Mailing Address: 1904 University Blvd
TUSCALOOSA AL 35401

Telephone: 205 752 8195

Name: ~~ST Bunn Const~~ ST Bunn Jr
DJB

Title: President

Date: 9/18/2002

**ROBERTSON ROAD
PROJECT BID SHEET**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	37,866	SYCIP	<u>0.75</u>	<u>28,399.50</u>
BASE PROCESSING	142	Roadbed Station	<u>275.00</u>	<u>39,050.00</u>
AGGREGATE SURFACING (Contingency Item)	300	Ton	<u>16.00</u>	<u>4,800.00</u>
TOTAL				<u>72,249.50</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Fair Contracting Co., Inc

Mailing Address: 5901 12th Ave E
TUSCALOOSA, AL 35405

Telephone: (205) 752-1958

Name: Charlie P. Hammer

Title: Vice President

Date: Sept. 18th, 2002

File: f:/users/hobby/winword/Projects/Robertson Road Base Processing.doc

ROBERTSON ROAD
PROJECT BID SHEET

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	37,866	SYCIP	\$ 0. ⁸⁷ sq. yd.	32,943. ⁴²
BASE PROCESSING	142	Roadbed Station	285. ⁰⁰	40,470. ⁰⁰
AGGREGATE SURFACING (Contingency Item)	300	Ton	30. ⁰⁰	9,000. ⁰⁰
TOTAL				\$ 82,413.⁴²

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Tomlin Construction LLC

Mailing Address: 641 Lum Fife Road, Gordo, AL 35466

Telephone: (205) 364-7022

Name: Larry Tomlin

Title: Managing member

Date: 9/17/02

File: f:/users/bobby/winword/Projects/Robertson Road Base Processing.doc

**MALONE CREEK ROAD
PROJECT BID SHEET**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	17,866	SYCIP	.42	7503.72
BASE PROCESSING	67	Roadbed Station	365.00	24455.00
AGGREGATE SURFACING (Contingency Item)	300	Ton	16.25	4875.00
TOTAL				34958.72 36833.72 ^{RTB}

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: ST Bunn Const Co. Inc.

Mailing Address: 1904 University Blvd
TUSCALOOSA, AL 35401

Telephone: 2528195

Name: ST Bunn Sr
[Signature]

Title: President

Date: 9/18/2002

File: f:/users/bobhy/winword/Projects/Malone Creek Road Base Processing.doc

MALONE CREEK ROAD
PROJECT BID SHEET

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	17,866	SYCIP	0.70	12,506.20
BASE PROCESSING	67	Roadbed Station	240.00	16,080.00
AGGREGATE SURFACING (Contingency Item)	300	Ton	16.00	4,800.00
TOTAL				33,386.20

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Fair Contracting Co., Inc

Mailing Address: 5901 12th Ave. E
TUSCALOOSA, AL 35405

Telephone: (205) 752-1958

Name: Charlie P. Hamner

Title: Vice President

Date: Sept. 18th, 2002

File: f:/users/bobby/winword/Projects/Malone Creek Road Base Processing.doc

**MALONE CREEK ROAD
PROJECT BID SHEET**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	17,866	SYCIP	\$ 0.67	\$ 11,970 ²²
BASE PROCESSING	67	Roadbed Station	\$ 285 ⁰⁰	\$ 19,095 ⁰⁰
AGGREGATE SURFACING (Contingency Item)	300	Ton	\$ 14 ⁰⁰	\$ 4,200 ⁰⁰
TOTAL				\$ 35,265 ²²

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: H+W Construction

Mailing Address: 3101 12th Street S.o.t.e #1 Northport AL 35476

Telephone: 205-349-1910

Name: DANNY POTNAM

Title: Projects Manager

Date: 9-18-02

File: f:/users/bobby/winword/Projects/Malone Creek Road Base Processing.doc

Brought in 9-12-02

PETITION TO THE TUSCALOOSA COUNTY COMMISSION
FROM BEULAH LAKE SUBDIVISION
SEPTEMBER 11, 2002

We the twenty-six homeowners of Beulah Lake Subdivision, Cottondale are petitioning the Tuscaloosa County Commission to do something about our roads we live on. The roads are in such poor condition and grown up that two vehicles can not pass one another without being in danger. We ask Commissioner Gary Youngblood to come and see the condition this road is in. Most of the surrounding roads are paved and in good driving condition. The undersigned are begging for this road to be brought up to standards for our families and friends to be safe.

Signatures and addresses of Homeowners

Johnny & Jo Ann Baker	10440 Beulah Lake Lane
James & Margie Beard	Beulah Lake Lane
Margie Dockery	Beulah Lake Lane
Johnny Drinn	Boyd Lake Road
Rachel Drinn	Boyd Lake Road
Danny L. Brewer	Boyd Lake Rd.
Sarah Brewer	Boyd Lake Rd
Brandy Brewer	Boyd Lake Rd.
Rachelle Smith	Beulah Lake Lane
Michelle Hubbard	
Foss Hubbard	
Alexa Hubbard	
Cochy Smith	
Victoria Smith	
Jeffery Morton	
Jimmy Rozette	
Cynthia Lester	mail carriage
Mar & Paulie	road

**PETITION TO THE TUSCALOOSA COUNTY COMMISSION
FROM BEULAH LAKE SUBDIVISION
SEPTEMBER 11, 2002**

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Signatures and addresses of Homeowners

Jill Stokely	10464	Beulah Lake Lane.
James Johnson	10464	Beulah Lake Lane
Dennis Williams	10464	Beulah Lake Lane
Darryl Johnson	10464	Beulah Lake Lane
Adam Dix	10464	Beulah Lake Lane
Sabrina Atkins	10464	Beulah Lake Lane
Robbie Brewer	10330	Beulah LAKE LANE
Marcus Brewer		
Donald White		→ Beulah Lake Est.
Marlene Poe		
Raiford Pol	→ 14363	Beulah Lake Est.
Betty Wilder	10660	Beulah Dr.
Georget Dora Murray	10392	Beulah Lake Lane
Charles R. Sexton	10677	Beulah Dr
Hali M. Crum	10677	Beulah Dr
Beth M. Sexton	10677	Beulah Dr
Brian A. Crum		Bayel Lake Rd.

9.5

Shelly Sexton	10677 Beulah Dr
Taylor Fisher	10677 Beulah Dr
Forrest Wilson	10673 Beulah Dr.

RESOLUTION

WHEREAS, the Tuscaloosa County Commission supports innovative law enforcement programs which are needed to support law enforcement efforts in Tuscaloosa County to reduce gun violence and its destructive costs, and

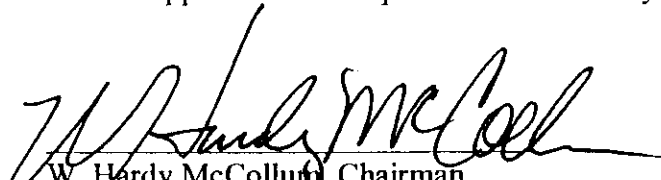
WHEREAS, the Tuscaloosa County Commission is eligible to apply for grant funds up to \$250,000.00 under the Project Safe Neighborhood: Reducing Community Gun Violence 2002 Program through the Bureau of Justice Assistance division of the Office of Justice Programs within the Department of Justice; and

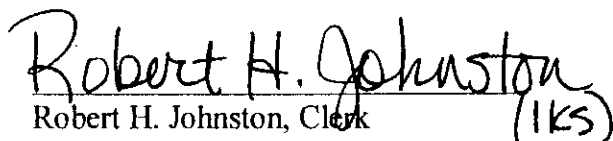
WHEREAS, the Tuscaloosa County Commission supports and endorses the application for said grant funds and understands there is no requirement for an eligible applicant to commit matching funds for this project;

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 a letter of support 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 18th day of September 2002.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Robert H. Johnston, Clerk (KS)
Tuscaloosa County Commission

SEAL

Law Enforcement Interactive Judgmental Portable Laser
System

Bid must include:

Training of instructors

Delivery of entire system to Tuscaloosa, Alabama

Minimum one year warranty

Bids should be submitted to:

Tuscaloosa County Commission

P.O. Box 20113

Tuscaloosa, AL 35402

Questions concerning this bid please contact:

Sgt. Ben Tingle

(p) 205-752-0616

(f) 205-752-6985

BID AMOUNT \$25,510.50

FATS, Inc.

FIRM

7340 McGinnis Ferry Rd, Suwanee, GA 30024

MAILING ADDRESS

Law Enforcement Interactive Judgmental Portable Laser System

Bid must include:

- Training of instructors**
- Delivery of entire system to Tuscaloosa, Alabama**
- Minimum one year warranty**

Bids should be submitted to:

Tuscaloosa County Commission
P.O. Box 20113
Tuscaloosa, AL 35402

Questions concerning this bid please contact:

Sgt. Ben Tingle
(p) 205-752-0616
(f) 205-752-6985

BID AMOUNT \$15,045.⁰⁰

See detail attached

Laser Shot, Inc.
FIRM

62818 Century Drive
MAILING ADDRESS

Stafford, TX 77477

Law Enforcement Interactive Judgmental Portable Laser System

Bid must include:

- Training of instructors
- Delivery of entire system to Tuscaloosa, Alabama
- Minimum one year warranty

Bids should be submitted to:

Tuscaloosa County Commission
 P.O. Box 20113
 Tuscaloosa, AL 35402

Questions concerning this bid please contact:

Sgt. Ben Tingle
 (p) 205-752-0616
 (f) 205-752-6985

BID AMOUNT \$ 35,008 (NOT INCLUDING WEAPON'S COST)

ADVANCED INTERACTIVE SYSTEMS

FIRM 565 ANDOVER PARK WEST, SUITE 201
 SEATTLE, WA 98188

MAILING ADDRESS

**RESOLUTION
OF THE TUSCALOOSA COUNTY COMMISSION
AUTHORIZING INCORPORATION OF
AUTOMOTIVE CORRIDOR INDUSTRIAL DEVELOPMENT AUTHORITY
OF TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, Tuscaloosa County, Alabama (the "County") has undertaken a review and analysis of the possibility and desirability of incorporating Automotive Corridor Industrial Development Authority of Tuscaloosa County, Alabama (the "Authority") as an industrial development authority so as to enhance the County's effectiveness in the solicitation and promotion of industry and industrial and economic development in Tuscaloosa County, Alabama, and the surrounding region: and

WHEREAS, J. Dara Longgear, Beckham D. Palmer, III and James B. Flemming have filed an application with the Tuscaloosa County Judge of Probate, together with proposed Articles of Incorporation, to incorporate the Authority as Automotive Corridor Industrial Development Authority of Tuscaloosa County, Alabama; and

WHEREAS, the Authority proposes to include the real property described on Exhibit "A" attached hereto (the Mercedes Benz U.S. International Plant Site) as its authorized operational area; and

WHEREAS, the Tuscaloosa County Commission has reviewed the said application and proposed Articles of Incorporation;

NOW, THEREFORE, BE IT RESOLVED, by the Tuscaloosa County Commission that it is expedient that the Authority be incorporated as Automotive Corridor Industrial Development Authority of Tuscaloosa County, Alabama.

BE IT FURTHER RESOLVED, by the Tuscaloosa County Commission that the Authority is hereby authorized to include the above real property in Tuscaloosa County in its authorized operational area.

BE IT FURTHER RESOLVED, by the Tuscaloosa County Commission that the written application filed with the Tuscaloosa Judge of Probate by J. Dara Longgear, Beckham D. Palmer, III and James B. Flemming, as incorporators, is approved, and said incorporators are hereby authorized and directed to proceed to incorporate the Authority as Automotive Corridor Industrial Development Authority of Tuscaloosa County, Alabama by filing for record Articles of Incorporation as proposed in accordance with Title 11, Chapter 92A of the Code of Alabama 1975.

BE IT FURTHER RESOLVED, by the Tuscaloosa County Commission that the following residents of the County are hereby appointed to serve on the Board of Directors of the Authority for the initial terms shown opposite their names below:

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<u>Member of Board of Directors</u>	<u>Length of Term</u>
J. Dara Longgear	6 years
Beckham D. Palmer, III	6 years
James B. Flemming	6 years

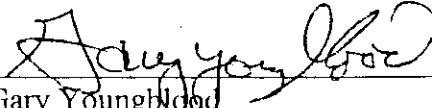
ADOPTED:

TUSCALOOSA COUNTY COMMISSION

W. Hardy McCollum



Mike Richardson



Gary Youngblood



Bobby Miller

Reginald Murray

STATE OF ALABAMA)
 :
COUNTY OF TUSCALOOSA)

I, Robert H. Johnston, Clerk of the Tuscaloosa County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Tuscaloosa County Commission on the 18th day of September, 2002, recorded in Minute Book of the official Minutes and Records of said County Commission.

Given under my hand and seal of Tuscaloosa County, Alabama, this the 18th day of September, 2002.

Robert H. Johnston, Clerk
Tuscaloosa County Commission

**RESOLUTION
OF THE TUSCALOOSA COUNTY COMMISSION
AUTHORIZING EXECUTION OF FUNDING AGREEMENT
TO FACILITATE ISSUANCE OF BONDS BY THE
AUTOMOTIVE CORRIDOR INDUSTRIAL DEVELOPMENT AUTHORITY
OF TUSCALOOSA COUNTY, ALABAMA**

WHEREAS Tuscaloosa County, Alabama (the "County") has authorized the incorporation of the Automotive Corridor Industrial Development Authority of Tuscaloosa County, Alabama (the "Authority") in accordance with Chapter 92 A of Title 11 of the Code of Alabama 1975, for the purpose of the facilitation of the payment of certain costs associated with Site Preparation, as such term is defined in the Project Triad Agreement, entered into on or about the 1st day of July, 2001 between the State of Alabama ("State") and Mercedes Benz U.S. International, Inc., an Alabama corporation ("MBUSI"); and

WHEREAS the State has requested the City of Tuscaloosa, Alabama, the City of Northport, Alabama, and the County of Tuscaloosa, Alabama, which were not parties to said Agreement but which were referred to, together, in the Project Triad Agreement as "Local Governments" to facilitate a reimbursement to the State for an agreed-upon and specified percentage of such MBUSI Site Preparation Reimbursement; and

WHEREAS County has been asked to be responsible for paying the amount of \$6,341,285.00 with respect to the MBUSI Site Preparation Reimbursement (the "County's MBUSI Site Preparation Contribution") with each of the other Local Governments (City of Tuscaloosa, Alabama and City of Northport, Alabama) by separate agreement with the Authority being asked to make a contribution; and

WHEREAS the Tuscaloosa County Commission has reviewed the said request and been presented with a form of "Funding Agreement" for its execution to facilitate the Authority's Special Obligation Bonds, Series 2002, to be dated the date of issuance in the principal amount of \$14,645,000 and issued for the purpose of the MBUSI Site Preparation Reimbursement;

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission that it is expedient that the Funding Agreement be executed by the County in order to facilitate the Authority's Special Obligation Bonds, Series 2002, to be dated the date of issuance in the principal amount of \$14,645,000 and issued for the purpose of the MBUSI Site Preparation Reimbursement.

BE IT FURTHER RESOLVED by the Tuscaloosa County Commission that W. Hardy McCollum as chairman of the Tuscaloosa County Commission, be, and he is now and hereafter, authorized, directed, and empowered to execute for and on behalf of the Tuscaloosa County Commission the Funding Agreement such other and further documentation (following review of same by Michael D. Smith as counsel to the Tuscaloosa County Commission) as either determines, in his absolute discretion, to be necessary, helpful, convenient, or desirable in order to consummate the transactions authorized by this Resolution.

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STATE OF ALABAMA)
 :
COUNTY OF TUSCALOOSA)

I, Robert H. Johnston, Minute Clerk, Tuscaloosa County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Tuscaloosa County Commission on the 18th day of September, 2002, recorded in Minute Book of the official Minutes and Records of said County Commission.

Given under my hand and seal of Tuscaloosa County, Alabama, this the 27th day of September, 2002.

Robert H Johnston
Minute Clerk
Tuscaloosa County Commission

REQUEST FOR APPROVAL
FROM THE
TUSCALOOSA COUNTY COMMISSION
FOR
DISTRICT DEVELOPMENT PROJECTS
SEPTEMBER 18, 2002

Approval is requested today for the following project:

District 4:

Myrtlewood PTA - \$9,439.08 Concrete work to repair uneven finish on floor and faulty contraction joint, float remainder of open floor and install 12" x 12" commercial tile and basketball floor kit. The applicant will match with cash.

Note: District 4 budget has \$3,109.18 remaining in its budget. The remaining \$6,329.90 will be transferred from the District 3 budget.

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