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

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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 twentysix 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 Longgrear, 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.

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Page 4

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

Commissioner - District I

Youngblood Commissioner - District II

shey Meller

Commissioner - District III

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Commissioner - District IV

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

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 <u>Hunt Farms, Phase II</u> 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

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.

V. Mardy McCollum, Chairman

Robert H. Johnston, Clerk

Seal

	TUSCALOOSA COUNTY STATE OF ALABAMA MATERIAL OPTION	GRAVEL TOPSOIL EARTH ROCK		SAND CHERT SANDSTONE	9
	E OF ALABAMA) NTY OF TUSCALOOSA)				
hereb Depar desire a con instru	Know all men by these presents that and in consigned, receipt of which is hereby acknowledged, sentative(s) of mineral and surface rights of a certary grant unto TUSCALOOSA COUNTY, acting the timent, or its contractor, the right to remove such and for use in the land, hereinafter described, togeth wenient temporary right of way between this tract of ment: said tract being approximately described as a superfection of Township 21.5 Range 11 W	the undersigned ain tract of land herough the Tusca quantities of the ter with the use of land and the P follows:	Owner(s pereinafted loosa Co above in f whateveroject for	s) or authorized er described, do ounty Public Wo dicated materia ver lands are new or the duration o	o(es) Orks I as cessary for of this
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,	<u>OR</u>				
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WITN	ESSES:	James J.	es f Wilson	fwia.	2

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Address: 15972 Wilson Circle

SSN: 422-30-6852

Buh1 AL 35446

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	E OF ALABAMA NTY OF TUSCALOOSA)				
nepres hereby Depar desired a conv	Know all men by these presenting the signed, receipt of which is here entative(s) of mineral and surface grant unto TUSCALOOSA (the timent, or its contractor, the right for use in the land, hereinafter enient temporary right of way ment: said tract being approximately of Section 17 Townships	eby acknowledged, the face rights of a certain COUNTY, acting throught to remove such qualer described, together to between this tract of limited as followed.	e undersigned tract of land agh the Tuscontities of the with the use and and the lows:	ed Owner(s) I hereinafte caloosa Core above independent of whatever Project for	or authorized or described, do unty Public Wollicated material er lands are necestited the duration o	(es) orks as eessary for f this
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			. 1001 000		t, AL 35475	
. •			SSN:	418-38-7	637	

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FRAVEL SAND

JSCALOOSA COUNTY

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TUSCALOOSA COUNTY)6i		- 1
STATE OF ALABAMA MATERIAL OPTION	GRAVEL TOPSOIL EARTH		SAND CHERT SANDSTONE	
STATE OF ALABAMA) COUNTY OF TUSCALOOSA)	ROCĶ Clay	X		
Know all men by these presents that and in coundersigned, receipt of which is hereby acknowledge representative(s) of mineral and surface rights of a cenereby grant unto TUSCALOOSA COUNTY, acting Department, or its contractor, the right to remove such desired for use in the land, hereinafter described, together convenient temporary right of way between this transtrument; said tract being approximately described	ed, the undersigned of land through the Tuscon the quantities of the ether with the use of land and the	I Owner(s hereinafte aloosa Co above ind of whatev Project fo) or authorized or described, do unty Public Wolling Williams Williams at the duration of the	o(es) orks il as cessary for
NW of Section 9 Township 18g Range 12 W				
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	USCALOOSA COUNTY STATE OF ALABAMA MATERIAL OPTION	GRAVEL TOPSOIL EARTH ROCĶ		SAND CHERT SANDSTONE	
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[X]	The undersigned owner(s) or authorized repr from the Alabama Department of Environme conformance with all applicable rules and re the Tuscaloosa County Engineer prior to the	ental Management, a gulations. Copies of	nd to ma the pern	intain the properits will be prov	erty in
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In wi Sep	tness whereof, the undersigned have hereunto s tember, 2002	set their hand and sea	al this <u>1</u>	1th day of	
WIT	NESSES:				
D	ylvia Algee	Jan	yw.	len	
		P .	O. Box	er Resources 133 d AL 35444	

677 037 SSN: 267

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: 3T Bung Construction Co Inc.
Mailing Address: 1904 University Blvd Tuscaloosa A 35401
Telephone: 205 762 8195
Name: Some Name:
Title: Cresident
Date: 9/18/2002

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ROBERTSON ROAD PROJECT BID SHEET

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	37,866	SYCIP	0.75	28,399.50
BASE PROCESSING	142	Roadbed Station	275.00	39,050.00
AGGREGATE SURFACING (Contingency Item)	300	Ton	16.00	4,800 ⋅ ∞
TOTAL		-	-	72,249.50

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. Hanner
Title: Vice President
Date: Sept. 18th, 2002

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ROBERTSON ROAD PROJECT BID SHEET

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	37,866	SYCIP	\$ 0.87 ya	32,943.42
BASE PROCESSING	142	Roadbed Station	_ <u> </u>	40,470.00
AGGREGATE SURFACING (Contingency Item)	300	Ţon	30.00	9,000.
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: Tombin Construction LLC
Mailing Address: 641 Lum Fife Road, Gordo, AL 35464
Telephone: (205) 3104-7022
Name: Larry Tomlin
Title: Managing member
Date: 9/17/02

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MALONE CREEK ROAD PROJECT BID SHEET

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUN'I
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	17,866	SYCIP	,42	7503.72
BASE PROCESSING	67	Roadbed Station	365,00	24 455.00
AGGREGATE SURFACING (Contingency Item)	300	Ton	16.25	4875,00
TOTAL				36833,72

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: <u>67 Burn Const Co. Inc.</u>
Mailing Address: 1904 University Blud Tuscaloosa Al 3540
Telephone: 752 8195
Name: STBunn 50
Title: President
Date: 9/18/2007

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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: <u>5901</u> 12 th Ave. E Tuscaloosa, AL 35405
Telephone: (205) 752-1958
Name: Charlie P. Hamner
Title: Vice President
Date: Sept. 18th, 2002

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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	* 19,095°°
AGGREGATE SURFACING (Contingency Item)	300	Ton	# 14 00	\$ 4,200 <u>00</u>
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 So.t. #1 Worth port Al. 35476
Telephone:205- 349-/9/0
Name: Danny Potnam
Title: Projects Manager
Date: 9-18-02

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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 & Do ann Baker

James & Margueat Beard

Mirigie Dockery

Jahnny Driver

Pachel Driver

Brandy Brewer

Brandy Brewer

Fachle Saik

Michell Hubbard

Ross Hubbard

Cocky Snith

retoria Smith

Leffery Mortor

Boyd Lake Rd.

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

Beulah Lake Sane. 10464 Berlah Hate Lan 10464 Beulah Lake Lar 10464 Berlah Lake Fan 10464 Beulah Lake Lan 10464 Beulah dake Lan 10464 BeulAh LAKelAA 10330 Beulah Late Est. 714363 Benlah Cake Est, 10660 Bulah Dr. Leoige Doxela Melroy 10392 Beulah Lake lake 10117 Beulah Dr Charles R. Suften 1de77 Beulah Dr Hali M. Crum Buth M. Sexton 10677 Beulah Dr Boyd Lake Rd. Brian A. Crum

9.5

Shelly Sexton 10677 Beulah Dr Taylor Fisher 10677 Beulah Dr Dorrwt 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.

Tuscaloosa County Commission

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Tuscaloosa County Commission

SEAL

9-6

037 277

Law Enforcement Interactive Judgmental Portable Laser

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 35402 Tuscaloosa, AL

Questions concerning this bid please contact:

Sgt. Ben Tingle

(p) 205-752-0616

(f) 205-752-6985

BID AMOUNT \$ 25510.50

7340 McGinnis Ferry Rd, Sunance, GA 30024 MAILING ADDRESS

Law Enforcement Interactive Judgmental Portable Laser System

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(f) 205-752-6985

BID AMOUNT \$ 35,008 (NOT INCLUDING WEAPONS 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 Longgrear, Beekham 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 Longgrear, 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:

9-8

Member of Board of Directors	Length of Term
J. Dara Longgrear	6 years
Beckham D. Palmer, III	6 years
James B. Flemming	6 years

ADOPTED:	TUSCALOOSA COUNTY COMMISSION
	W. Hardy McCollum
	Mike Richardson
	Gary Younghlow Goo
	Bolily Miller Bobby Miller
	Reginald Murray
STATE OF ALABAMA)
COUNTY OF TUSCALOOSA	·)
above and foregoing is a true and corr	f the Tuscaloosa County Commission, hereby certify that the eet transcript of a resolution duly adopted by the Tuscaloosa day of September , 2002, recorded in Minute Book of aid County Commission.
Given under my hand and sea September, 2002.	al of Tuscaloosa County, Alabama, this the <u>18th</u> day of
F:\users\lwoodard\mercedes Bond\certificate of county	Robert H. Johnston, Clerk Tuscaloosa County Commission clerk.09.17.02.doc

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.

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.

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.