

TUSCALOOSA COUNTY COMMISSION

MEETING

September 25, 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 award the bid for base processing on Robertson Road to S.T. Bunn Construction Co., Inc. as the low bidder meeting specifications. The bids were opened September 18, 2002.

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for base processing on Malone Creek Road to Fair Contracting as the low bidder meeting specifications. The bids were opened September 18, 2002.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the execution of the following exclusive pit agreements:

Leon Jones - Rock 40¢ per cubic yard

Exhibit 9-1, Page 290

Page 2

Joe Pete Hayes - Gravel

\$1.25 per cubic yard

Exhibit 9-2, Page 291

Nisa Moore - Gravel

80¢ per cubic yard

Exhibit 9-3, Page 292

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to include a minimum of \$100,000 in discretionary funds for District III and District IV in the 2002-2003 Road and Bridge budget.

Commissioner Reginald Murray asked the County Engineer to fill an abandoned water well at 14786 Wood Creek Lane.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted three to one to apply for a \$250,000 community enhancement grant from the Alabama Department of Economic and Community Affairs to assist with the construction of a Jerusalem Heights Community Center. As proposed, Tuscaloosa County will provide \$92,347.73 in cash match. Commissioner Mike Richardson cast the NAY vote.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the disbursement of \$2,000 of Representative Allen Layson's discretionary funds to Tuscaloosa County Heritage Commission. These funds will provide a historical marker for Romulus.

Exhibit 9-4, Page 293

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to accept a U.S. Department of Justice (\$569,575.00) COPS in School grant. This grant will provide five (5) deputies to patrol schools for three years. Tuscaloosa County is obligated to retain the officers for at least one full local budget cycle following the expiration of the COPS grant.

Exhibit 9-5, Pages 294-296

Upon recommendation by the Sheriff's Office, and upon motion by Commissioner Bobby Miller, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for the Law Enforcement Interactive Judgmental Portable Laser System to Laser Shot, Inc. as the low bidder meeting specifications. The bids were opened September 18, 2002.

Bids for one or more Patrol Car Video Systems were opened and referred to the Sheriff's Office for appropriate action. Bidding firms were as follows:

MPH Industries, Inc.
Mobile Vision

Exhibit 9-6, Pages 297-301

A letter (fax) from Gerda Landgrebe Byrd to the Tuscaloosa County Commission in regard to a water issue on Ms. Byrd's property was made a part of the official record.

Exhibit 9-7, Pages 302-304

Commissioner Reginald Murray's motion, seconded by Commissioner Bobby Miller, to hire attorney Robert Spence as Tuscaloosa County's in-house attorney at a starting salary of \$110,000 per year, plus cost of living raises given to county employees, under a three year contract; and to provide expenditures for a clerk and a law library failed on a two to three vote. NAY votes were cast by Commissioner Mike Richardson, Commissioner Gary Youngblood, and Probate Judge W. Hardy McCollum.

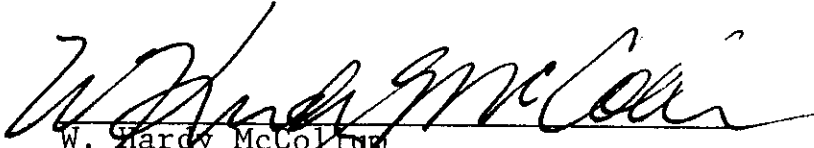
Commissioner Reginald Murray's motion, seconded by Commissioner Bobby Miller, to enter into a seven day extension - appointing Robert Spence as county attorney, and to request Mr. Spence to come before the County Commission next Wednesday to further discuss this issue, failed due to a tie vote. Commissioner Mike Richardson and Commissioner Gary Youngblood cast the NAY votes.

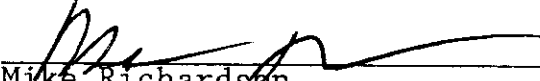
Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted three to two to hire Robert Spence as the county attorney for a salary of \$125 per hour under the same terms and conditions that Barry Mullins worked under as county attorney. Commissioner Bobby Miller and Commissioner Reginald Murray cast the NAY votes.

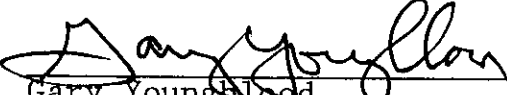
Commissioner Reginald Murray's motion, seconded by Commissioner Bobby Miller, to table the preceding motion until the County Commission has a written contract to consider before hiring a county attorney failed on a two-two tie vote. Commissioner Mike Richardson and Commissioner Gary Youngblood cast the NAY votes.

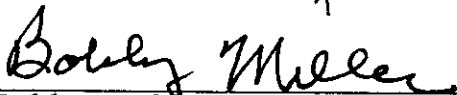
Commissioner Reginald Murray's motion, seconded by Commissioner Bobby Miller, to table action on the motion by Commissioner Mike Richardson (to hire Robert Spence as county attorney on an hourly basis) pending direction from the State Examiners or the Attorney General failed on a two-two tie vote. Commissioner Mike Richardson and Commissioner Gary Youngblood cast the NAY votes.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 2, 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

JSCALOOSA 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:

NE of Section 29 Township 18 Range 10 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 \$.40¢ 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 9-6-02 thru 9-6-03.

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 18 day of Sept, 2002.

WITNESSES:

Jean Davis
9-15-2002

Leon Jones
Leon Jones

Address: 18840 Gorgas Road
Northprt AL 35476

SSN: 423-46-8702

9-1

9-1

027 200

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

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

9-2

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

gph
1.25

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:

Section 23, Township 22 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: wit: Payment for the material removed from the above described land shall be at the rate of \$ ~~1.00~~ ^{1.25} 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 9/24/02 - 9/24/03

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 _____ day of _____, 20_____.

WITNESSES:

John E. Cook

Joe Pete Hayes
Joe Pete Hayes, ETUX

9-2

Address: 11438 Woodbank Ridge
Tuscaloosa, AL 35405
SSN: 421-44-7572

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:

NE of Section 24 Township 19S 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 \$.80c 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 18th day of September, 2002.

WITNESSES:

Holly Naramore
Cathy Martin

Nisa Moore
Nisa Moore

9-3

Address: 924 Jennifer Drive East
Tuscaloosa AL 35404

SSN: 417-08-9714

BOOK 037 PAGE 292 Pit #2

9-3

STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Heritage Commission hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

1. That the Recipient will provides services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$ 2000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$ 2000.00 shall be the total cost of this agreement to the Commission
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this 25th day of September 2002.

TUSCALOOSA COUNTY COMMISSION

HERITAGE COMMISSION

By: [Signature]

By: [Signature]

Its:

Its: Jim a member of the Heritage Commission of Tuscaloosa County

FOR: ROMULUS HISTORICAL MARKER



714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Edmund M. "Ted" Sexton Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0610
Fax: (205) 752-6980

September 24, 2002

Honorable Members of the
Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, Alabama 35401

Gentlemen;

I have received the grant award for the COPS in School grant which would provide five deputies. To refresh your memories, we applied for this grant in May of 2002. The U.S. Department of Justice would pay three years of salary (75%) with the county required to pay one full year (25%).

I met with Bill Lamb and Melvin Vines on the 23rd of September to review this grant and to review the retention plan. Using current pay scales, the annual salary for a Step 1 Deputy is \$27,517.88, along with a 30% benefit package of \$8,255.00, totaling \$35,772.00 per deputy. Multiply this by five deputies and the total for the year is \$178,860.00.

Enclosed is the grant budget from the Justice Department for three years for the deputies of \$569,575.00 and the retention plan certification submitted with the original grant which highlights the retention plan of one year paid by the county upon completion of the three years paid by the Justice Department. **There is no other retention requirement for these deputies.**

I respectfully request the Commission approve this grant and begin receiving the funds immediately. This would allow the Sheriff's Office to begin the grant at a time that would correspond with the county's fiscal year budget.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to be 'Edmund M. Sexton Sr.'.

Edmund M. "Ted" Sexton, Sr., Sheriff

EMTS/pm

9-5

BOOK 037 PAGE 294

9-5



U. S. Department of Justice
Office of Community Oriented Policing Services (COPS)
 Grants Administration Division

1100 Vermont Avenue, NW
 Washington, DC 20530

Memorandum

To: Edmund Sexton, Sr., Sheriff
 Tuscaloosa County Sheriff's Department

From: Robert A. Phillips, Assistant Director, Grants Administration
 Dorothy Ivory, Grant Program Specialist, Grants Administration
 Daniel Tedla, Staff Accountant, Finance Division

Re: Approved Budget, COPS in Schools

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines.

ORI: AL06300 Grant Number: 2002SHWX0261 OJP Vendor Number: 636001719

Year 1 - Costs Per Full-Time Officer:	Approved	Changes Breakdown	Change Reason
Annual Base Salary	\$28,220.00	\$0.00	
Fringe Benefits:	\$8,481.00	\$0.00	
Social Security	\$1,750.00	\$0.00	6.20% of the base salary
Medicare	\$409.00	\$0.00	1.45% of the base salary
Health Insurance	\$5,184.00	\$0.00	
Life Insurance	\$156.00	\$0.00	
Vacation	\$0.00	\$0.00	
Sick Leave	\$0.00	\$0.00	
Retirement	\$0.00	\$0.00	
Worker's Compensation	\$813.00	\$0.00	
Unemployment	\$169.00	\$0.00	
	\$36,701.00	\$0.00	

Full-Time Officer Costs:		Total Changes:	\$1.00
Project Costs Per Officer:		Total Project Costs:	
Salaries and Fringe Benefits:	\$113,915.00	Total Officers:	
Federal Share:	\$113,915.00	09/05/2002 S-0	5
Applicant Share:	\$0.00	Salaries and Fringe Benefits:	\$569,575.00
		Federal Share:	\$569,575.00
		Applicant Share:	\$0.00

Grand Total:	\$569,575.00
(Amounts have been rounded to the nearest dollar.)	Federal Share: \$569,575.00
	Applicant Share: \$0.00

Budget Cleared Date: 07/25/2002

Overall Comments:

The Total Project Cost was increased by \$5 due to miscalculation of Medicare in year two. The amount of the award reflects the maximum amount allowable (\$125,000 per officer for three years or the total projects cost per officer for three years, whichever is less). No contact was made.



Retention Plan Certification

Office of Community Oriented Policing Services (COPS)

Instructions: All agencies applying for COPS in Schools grant monies to hire additional officer positions must submit this Certification with their application. Please review the COPS retention requirements thoroughly in the "How to Apply" section of the Application Instructions before signing this form. If you have questions, please call the U.S. Department of Justice Response Center at 1.800.421.6770, and ask to speak with your Grant Program Specialist.

I. COPS in Schools grantees are required to retain all additional officer positions awarded for at least one full local budget cycle following the expiration of COPS grant funding for each COPS-funded officer's position. The additional officer positions should be added to your agency's law enforcement budget with state or local funds for at least one full local budget cycle, over and above all other locally-funded officer positions (including other School Resource Officers) that would have existed regardless of the grant, from the time that the 36 months of grant funding for each COPS position expires. Absorbing COPS in Schools officers through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

We, Tuscaloosa County Commission certify that we have read and understand the COPS Office retention requirements.
(Applicant's Legal Name)
Furthermore, we certify that if awarded, our agency plans to comply, in full, with those requirements.

II. Use the space below to explain how your Department currently plans to retain any additional officer position(s) awarded. Please be as specific as possible about the anticipated source(s) of retention funding (General Fund revenues, local ballot item, etc.) your agency plans to utilize. If additional space is needed, please continue your explanation on Department letterhead. A missing or incomplete response could affect your ability to receive funding.

All departments receive funding on an annual basis for the forthcoming fiscal year by the Tuscaloosa County Commission
The Commission is in support of the proposed project and, therefore, will provide funding for the SR0 after the grant
award has ended. The funds for salaries and benefits will be made in conjunction with the subject project through the
budget of the Tuscaloosa County Sheriff's Office.

III. Law Enforcement Executive (both signatures are required) Government Executive

Name: Edmund M. "Ted" Sexton, Sr.

Title: Sheriff

Date: May 3, 2002

Signature:

Name: W. Hardy McCollum

Title: Commission Chairman

Date: May 3, 2002

Signature:

W. HARDY McCOLLUM
CHAIRMAN

ROBERT H. JOHNSTON
CLERK



MEMBERS
MIKE RICHARDSON
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

September 12, 2002.

MPH Industries
Mobile Vision Inc.

Fleet Safety Equipment Inc.
Law Enforcement Supply

Gentlemen:

Tuscaloosa County will accept bids for one or more PATROL CAR VIDEO SYSTEMS until 9:00 a.m., Wednesday, September 25, 2002. Specifications and the bid submission sheet are enclosed.

Direct any inquiries in regard to this bid to Chief Deputy Ron Abernathy at telephone (205)752-0616 at the Tuscaloosa County Sheriff's Office.

To be sure that your bid is not compromised, either mail your bid to Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or bring your bid to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, September 25, 2002.

Bids shall include all freight, delivery, etc. charges to: Tuscaloosa County Sheriff's Office, 714½ Greensboro Avenue, Tuscaloosa, Alabama.

Return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that it gets delivered to the correct office.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

Bobby (lks)
Robert H. Johnston
Clerk

RHJ:lks

encl.

copy: file

SPECIFICATIONS FOR BID

One or More

Minimum Specifications

Patrol Car Video System Bid

Camera Assembly:

- Power 18:1 4.1mm to 73.8mm 4X Digital Zoom
- Windshield Mounted via Quick-Connect
- Single cable for power and video; Connector metalized for shielding purposes

Compact High Sensitivity Color CCD Camera:

- The camera shall weigh no more than 12.0 oz.
- The camera shall incorporate a 12:1 auto iris, auto focus, motorized lens with a local range of 5.4mm – 64.8mm.
- The camera shall have auto and manual focus capabilities.
- The camera shall offer backlight compensation and programmable auto zoom.
- The camera shall be windshield mounted with a heavy-duty adjustable friction pivot mount and shall allow the camera to easily be rotated through 360 degrees of rotation.
- The camera shall have an operations indicator LED mounted in the front of the camera.

VHS Recorder

- The recorder shall be hi-fi.
- The recorder shall have an audible end of tape warning and a tape out warning.
- The recorder's function button shall not be accessible when mounted in the vault.
- The recorder shall not use BNC connectors for audio and video connections.

Vault-Type Locker:

- The vault shall contain the recorder, receiver, EMI board, time date generator, and the main control board for the VCR.
- Temperature controls are programmable with the independent high/low temperature settings.
- Interior cooling of the vault-type locker shall be accomplished with the use of a resistance heater, cooled by fans which exhaust heat from the vault.
- The vault shall use a single cable from the front to rear of the vehicle.
- The vault shall use a BNC connector located in the back of the vault for the external antenna.

Vault-Type Locker:

- The vault shall have a phono jack located in the back for the covert microphone.
- Record Over Protection – The system shall automatically fast forward to the end of the previously recorded activity if the operator presses the record button during or after playback or rewind.

Control Center:

- A single cable shall be used to connect the control panel to the vault. This cable shall connect to the rear of the panel and be capable of being concealed.
- The control panel shall provide a visible or audible feedback when a low voltage condition exists, when the tape nears its end, and when an extreme temperature condition exists in the recorder enclosure.
- Brightness Control – Officer shall have the ability to control the level of illumination of the buttons on the Control Panel.
- The control panel shall be constructed of metal. Plastic shall not be acceptable.

High Performance Audio/Transmitter/Receiver System:

- Typical operating range (transmitter to receiver) shall be a minimum of 500 feet and up to 1000 feet.
- When the in-car microphone is switched on, the backlighting on the control panel and the monitor shall be turned off. This shall prevent feedback and insure that recorded conversations will not be heard over the control panel's speaker.

Warranty:

- The manufacturer shall fully guarantee their patrol car video systems to be free of defects in material and workmanship for a period of one year from the date of delivery. All shipping charges (both ways) shall be at the expense of the manufacturer for the full year of the warranty.

****Bid must include Delivery to Tuscaloosa, Alabama**

BID AMOUNT \$3700.00

Model Offered: MPH Industries DocuCam, standard package, with in-car microphone option


MPH Industries, Inc.

FIRM

316 East 9th Street, Owensboro, KY 42303

MAILING ADDRESS

Phone: 888-689-9222


SIGNATURE

9-20-02
DATE



Tax ID# 22-2893537

Bid Quotation

Tuscaloosa County, AL
714 Greensboro Avenue
Tuscaloosa, AL 35402

September 20, 2002

Attn: Robert H. Johnston

Qty	Model-P/N	Description	Unit Price	Extended Price
1	System-7 MV7-1	Mobile-Vision In-Car Video System with:	\$ 3,495.00	\$ 3,495.00

- Color camera with a 16X Optical – 128X Digital power zoom lens and a 1- LUX sensitivity.
- Standalone Active Matrix Color 3.5" LCD Monitor
- Slim Line Control panel with LED indicators and backlit push buttons.
- Covert back seat microphone.
- Includes Digitally Encoded wireless microphone, belt pouch & microphone cable.
- Lockable, temperature controlled 14- gauge stainless steel trunk-mounted enclosure.
- Includes Tape Overwrite Protection.
- All mounts, cables, antenna and hardware included.
- A one-year parts and factory labor warranty.

Note: The System-7 features a JVC VCR with "dual-channel audio" and 4 Video Heads.

Note: Installation not included – typically \$250/sys.

Shipping w/n the continental USA via UPS Ground
State, County and Municipal Sales Tax at %

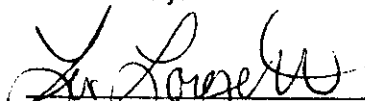
Shipping: Included
Sales Tax: Not Collected

Total: \$3,495.00

Delivery: 60 Days or Less ARO **Credit Terms:** Net 30 days **Sales Tax:** As required
Quote valid for: 90 Days **System(s) Shipping & Handling:** No Charge

Please contact Jane Pinadella at (800) 336-8475 x121 if you have any questions regarding this quote. Thank you for considering the purchase of a Mobile-Vision In-Car Video System for Police Patrol Vehicles.

Authorized By:


Leo Lorenzetti
Vice President



Recommended Options

Qty	Model-P/N	Description	Unit Price	Extended Price
EA	OHCC	Overhead Control Console w/3.5" Color LCD Monitor: Replaces the Standalone monitor and Slim-Line Control panel with a single integrated unit that fits overhead between the visors or most vehicles.		
EA	SSC	Hi Performance Solid State Cooling Option. Lowers the internal vault temperature by 25 degrees F. <i>Strongly recommended for high temperature regions.</i>	\$	150.00
EA	MV-VLP	Voice Link Plus™ – Digital Spread Spectrum 900 MHz Wireless Microphone Transceiver. <i>Replaces standard wireless microphone transmitter/receiver.</i>	\$	295.00
EA	Camext-75	75' Camera Extension Cable – allows for camera use outside of the vehicle for recording accident scenes from different angles, recording evidence found during probable cause searches and recording crime scenes.	\$	90.00

September 24, 2002

Chairman and members of the Tuscaloosa County Commission

I Gerda Landgrebe Byrd attended a meeting at the Fosters-Ralph water board meeting. Also attending were Mr. Willie Little and Mr. Charles Patton.

The reason I attended this meeting was to resolve a Water issue on my property on Fosters Ferry Road. I own three quarters of an acre of property on the left side of the road as you are traveling towards Fosters, Alabama. This parcel is located in the middle of Patton land. On my property sits a house on stilts, which I have converted underneath to several horse stalls. In Germany we keep our animals under the house, and that is what I am going to do here. I own four horses, and brace yourselves gentlemen I do not have a drop of water on my property. These horses can drink as many as 50 gallons of water per day especially when they are getting their salt block to lick on. Mr. Charlie Patton has hauled this water for me for over two years. He has dipped it out of the Black Warrior River, and I am paying him for it.

To come to the point, the water main drawn up by Lawrence Fair which was submitted by the Fosters Ralph Water Authority Inc. in the year of 1999 titled the PATTON SCALES WATER MAIN approved by the Highway Department and permitted by the Highway Department was never put in (Permit # Utility Permit 5-2-63-1664U MS 63-AL-0007-MR-001A Tuscaloosa County

There is another party who owns a Bond for Title on the Patton property and this party's name is Marvin Scales. In Mr. Scales Bond for Title it clearly states that he has to pay half of the cost of the water mains put to the Patton and Scales Properties. And by signing his name to the Bond for Title, which I know, is a legal document he is responsible for his promises.

Mr. C. Leon Patton ("FLEECY") has met with Mr. Fair on two occasions on site to tender his money for the cost of the waterline and Mr. Fair never could give him a price for said. At tonight's meeting that took place at Fosters Ralph Water Authority in Ralph, Alabama on September the 24th 2002 when the question was posed to Mr. Lawrence Fair if he gave Mr. Patton a price when he was there with his checkbook and pen in hand how much he was to write this check for, Mr. Fair could and did not give Fleecy Patton a price. When this was brought up in the meeting Mr. Fair dropped his head and did not deny anything. Mr. Fair stated that he could not give Mr. Patton a price because there were too many changes. Neither C. LEON nor any of the Patton's did ask for any changes to be made. This whole thing with Mr. Fleecy Patton not having the money or offering the money is just not good enough of an excuse to not put in the water lines as was originally agreed and permitted. No attempts were made later by Lawrence Fair to contact Mr. Patton by phone or by correspondence as to how much the water was going to cost. Mr. Fleecy Patton is well known in the community and the gentleman is highly upset and offended by these lies. Mr. Patton is willing to sign an affidavit to the fact that he offered his money on two occasions to Mr. Fair. And Mr. Fair could never give him an answer as to much money he needed to pay. Mr. Fair also says that Mr. Scales never saw the originally permitted drawing made by Mr. Fair titled the Scales Patton Water main

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Why does Mr. Fair claim that Mr. Scales was unaware of this, and why did he fail to show Mr. Scales this very important document? Mr. Charlie Patton swears that Mr. Scales is the very person that handed him the open envelope with this particular permitted drawing in it. The envelope had Marvin Scales on it, and Mr. Fair admitted that the writing on the envelope was his very own handwriting. Something stinks in Denmark Gentlemen, and this is my opinion, because Mr. Scales said in my presence that the Water Main had to come up the States Right of Way, motioning to the embankment that shoots down towards the Patton property on the left side in front of my house.

Mr. Patton had another contractor on site to put in the Water mains but Mr. Marvin Scales would not get along with him because Mr. Scales wanted to shop around for the cheapest prices possible. This man came to the property twice but Mr. Scales did not want to deal with him. Mr. Scales wanted his dear friend Mr. Fair to put in the lines himself, because other than having a job with Fosters Ralph Water Authority Mr. Fair installs waterlines on the side. Instead of putting in the Water Main as it was drawn out by Mr. Fair originally on the States Right of Way, Mr. Fair and Mr. Scales went to Mr. Adams on the other side of the road to get an easement from him to lay the lines, and in return the man got a line run to each of his houses in return for giving an easement. Due to this menagerie of mingling and twisting and turning and saying that Mr. C. Leon Patton supposedly never tendered his money for the water lines we were beaten out of 1821 feet of 3" PVC water main along the left side of State Right of Way (Mr. Gale Adams is on the right Side of State Right of Way) as was in the original permit, which was submitted by Fosters Ralph Water Authority Inc. and approved by the Alabama Highway Department's 5th division. This permit is signed by Gerald K. Hoggle, District Engineer.

Now Mr. Scales has sued Mr. Patton and this whole thing has turned into a nightmare for me, because my property is right in the middle of the whole thing. Mr. Fair told me in the year of 2000 twice in one day via the telephone that it would cost me \$ 125.00 to get water. I will sign an affidavit to it because I immediately told it to Charlie Patton. But Mr. Fair had problems with torn out and destroyed waterlines on the other side of the road. The millionaire contractor RACON tore out these lines. One letter was written to RACON by the lawyer for Fosters Ralph Water works Mr. Barry Mullins requesting payment for approximately \$ 2,900.00. Mrs. Ramona Andrews totally ignored the letter.

Gentlemen had I torn out these lines which are Fosters Ralph and Taxpayers property I would have been in court in a matter of days. Not almighty RACON! The money is still outstanding. You can put in a waterline for this amount of money on the States Right of Way on the left side of the road.

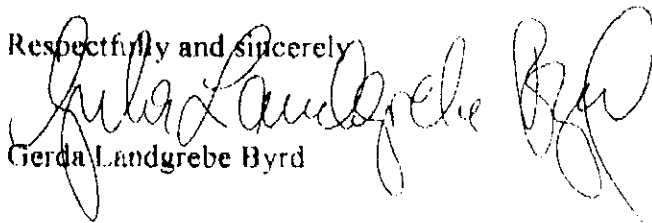
I am now requesting water to my property, and so is Mr. Willie Little who is going into a business venture on the upper part of the property, that has already been cleared out by a Bull dozer. Mr. Fair has strung me along and I now have enough. I may not be a citizen of this Country, but I love this Country and I am gladly paying my taxes, and have been doing so for 30 years.

But I am now asking to be treated with some dignity. If I have to re-locate my animals due to not getting any water for them, I promise you, I will not sit still for it. I will get all kinds of Human Rights groups involved in this, because I am sick and tired of having to dip water out of the River and having to live a life of the Middle Ages. This is wrong and unheard of.

Please discuss this matter, and resolve it as soon as possible, because I am tired!!!!
You can reach me at 205-339-7736

My address is Gerda Landgrebe Byrd
3610 30th Street # 1
Northport, AL 35476

Respectfully and sincerely


Gerda Landgrebe Byrd