

STATE OF ALABAMA)
COLBERT COUNTY)

Minutes of a Regular Meeting
Of the
Colbert County Commission
8/13/2019

The Colbert County Commission met today in regular session at the Colbert County Courthouse. Chairman Black called the work session to order at 5:05 P.M. with the regular meeting following at 5:56 P.M., being the time and place previously scheduled for such work session and regular meeting. Members present were Chairman David Black, and Commissioners Tommy Barnes, Tori Bailey, Darol Bendall, and Charles Hovater. Commissioner Bendall offered the invocation and led the Pledge of Allegiance. Chairman Black declared that a quorum was present for the purpose of the transaction of business.

PUBLIC COMMENTS

Shanika Garner was recognized as being appointed to the DHR board.

CONSENT AGENDA

Chairman Black announced that the business before the Commission was the approval of the consent agenda. Commissioner Hovater made motion to adopt and approve the matters placed on the consent agenda during the work session. The motion was duly seconded by Commissioner Bendall. Chairman Black stated that the adoption and approval of a consent agenda comprised of the following items of business was properly before the Commission and stated the matters as follows:

1. Waive reading of minutes from August 6, 2019, and approve the same as amended.
2. Approve payment of bills as presented.
3. Approved the following resolution, authorizing an extension of the Lease/Transit Agreement with NACOLG:

**RESOLUTION OF THE COLBERT
COUNTY COMMISSION**

WHEREAS, in May 2009, the Commission entered into an agreement with the Northwest Alabama Council of Local Governments ("NACOLG") relating to the storage and maintenance services provided to NACOLG; and

WHEREAS, the agreement's initial term was ten (10) years and expires on September 30, 2019; and

WHEREAS, the Commission is desirous of continuing the agreement with NACOLG and, prior to entering a long-term agreement, intends to evaluate historical data and forecast the future needs of Colbert County, with a goal of increasing efficiency and lowering costs while continuing a relationship that is beneficial to both the County and to NACOLG; and

WHEREAS, the Commission believes that continuing the provisions of the agreement's initial term in the short-term is in the County's best interest.

NOW THEREFORE, BE IT RESOLVED BY THE COLBERT COUNTY COMMISSION, that the County extend the term of the agreement for a period of not more than twelve (12) months from the effective date of this Resolution.

4. Approved 6th St. paving project.
5. approved the following resolution regarding conveyance of certain real property to the City of Tuscumbia and authorizing the Commission Chairman to execute a deed and other instruments as necessary to effect such conveyance:

RESOLUTION OF THE
COLBERT COUNTY COMMISSION

*APPROVING CONVEYANCE OF CERTAIN REAL PROPERTY
TO THE CITY OF TUSCUMBIA; APPROVING DEED OF
CONVEYANCE AS TO FORM; AND AUTHORIZING
COMMISSION CHAIRMAN TO EXECUTE DEED OF
CONVEYANCE*

WHEREAS, Colbert County, Alabama owns title to that certain parcel of real property more particularly described in the deed attached hereto and made a part hereof as Exhibit A ("Deed"); and

WHEREAS, the City of Tuscumbia, Alabama ("City") has requested the County to convey to the City certain real property to accommodate the City's plan to acquire real property centrally located within its municipal limits to be used in constructing facilities and offering services intended to improve the quality of life of its citizens; and

WHEREAS, included in the conveyance contemplated by this Resolution is a storm shelter facility that is currently owned and maintained by the County, and the City has agreed to take over such ownership and maintenance of the storm shelter facility as a part of the consideration exchanged between the County and the City for the conveyance contemplated herein; and

WHEREAS, the Commission finds that divesting the County of ownership of the storm shelter facility and the real property described on Exhibit A, that the County will eliminate certain maintenance costs and relieve itself of potential liability, while cooperating with the City in the planning for improvements to the general quality of life of both City and County residents.

NOW THEREFORE, BE IT RESOLVED BY THE COLBERT COUNTY COMMISSION, that the Commission hereby approves the conveyance of that certain parcel of real property more specifically described in the Statutory Warranty Deed attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Chairman of the Colbert County Commission and the County Administrator be and they are hereby authorized to execute a deed of conveyance in substantially the form contained in Exhibit A, and to execute any other documents deemed necessary, advisable, or convenient to accomplish transfer of the County's interest in the property described to the City of Tuscumbia, Alabama.

EXHIBIT A

FORM OF STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COLBERT COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that COLBERT COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) cash and other good and valuable consideration, in hand paid by CITY OF TUSCUMBIA, ALABAMA, a municipal corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the said Grantee, the following described property lying and being in Colbert County, Alabama, and being more fully described as follows, to-wit:

BEGIN at the SE corner of Lot 8, Block 10, PARKWAY PLAZA, a subdivision in the City of Tuscumbia, Alabama, known and designated according to the map and plat thereof prepared by Joe Flippen, C.E., and recorded in Map Book 3, Page 106, in the Office of the Judge of Probate of Colbert County, Alabama; thence run northeasterly along the eastern boundary line of said Lot 8, Block 10, a distance of 120 feet, more or less, to the NE corner of said Lot 8, said point being on the western right of way of S. Hickory St.; thence continue along the said western right-of-way of S. Hickory St. in a northerly direction for a distance of 87.2 feet, more or less, to the SE corner of Lot 42, Block 1, PARKWAY PLAZA; thence run West along the North line of vacated Keller St. for a distance of 525 feet, more or less, to the SW corner of Lot 22, Block 1, PARKWAY PLAZA; thence run South, crossing vacated Keller Street (formerly a 60 foot ROW, more or less) and continuing to and along the western line of Lot 9, Block 10, PARKWAY PLAZA, to the point where said western line of Lot 9 meets the northern right of way line of Joe Wheeler Dr. (80 foot ROW, more or less); thence in a southeasterly direction, and along the northern right of way line of Joe Wheeler Drive for a distance of 200 feet, more or less, to the SE corner of Lot 15, Block 10, PARKWAY PLAZA; thence leaving said right of way, go in a northeasterly direction along the East line of said Lot 15 for a distance of 120 feet, more or less, to the NE corner of said Lot 15; thence run southeasterly along the northern line of Lot 16, Block 10, PARKWAY PLAZA, for a distance of 25 feet, more or less, to the NE corner of said Lot 16; thence run northeasterly, perpendicular to the northern line of said Lot 16 for a distance of 15 feet, more or less, to a point on the South line of Lot 1, Block 10, PARKWAY PLAZA, said point being the northernmost corner of a 15 foot alley running between Lots 1 through 8, and Lots 17 through 26, Block 10, PARKWAY PLAZA; thence run southeasterly and along the North line of said 15 foot alley for a distance of 250 feet, more or less, to the SE corner of Lot 8, Block 10, and the point of beginning of the tract hereby described.

Subject to any rights of way, easements, and restrictive covenants appearing of record in the Probate Office of Colbert County, Alabama, and existing special assessments, if any, that might adversely affect the title to the subject property.

Further subject to any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the above described property that would be disclosed by an accurate and complete survey thereof. The term "encroachment" includes (i) encroachments by existing improvements located on the subject property and encroaching onto adjoining lands; and (ii) encroachments by existing improvements located on adjoining land and encroaching onto the subject property.

No title examination requested or performed. The preparer of this instrument renders no opinion as to status of title to the property conveyed hereby.

No survey examined; legal description furnished by Grantors.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed by its County Commission, acting by and through its Chairman, who is duly authorized to execute this conveyance, on this the ___ day of _____, 9/12/19.

COLBERT COUNTY, ALABAMA

By: _____
DAVID L. BLACK, CHAIRMAN

ATTEST:

COUNTY ADMINISTRATOR

STATE OF ALABAMA)

COLBERT COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David L. Black, who, as Chairman of the Colbert County Commission has signed the foregoing, and who is known to me, personally appeared before me and acknowledged that, being informed of the contents of the foregoing, he signed the same voluntarily and with full authority, for and as the act of Colbert County, Alabama, on the day the same bears date.

Given under my hand and seal this the ___ day of _____, 9/12/19.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

Grantor's Address:

201 N Main St
Tuscumbia AL 35674

Grantee's Address:

202 E 6th St
Tuscumbia AL 35674

Property Address:

Hickory Ave / Wheeler Dr
Tuscumbia Al 35674

This Instrument Prepared By:

D. Edgar Black
Black & Hughston, P.C.
406 W. Avalon Ave.
Muscle Shoals, AL 35661
(256) 383-5707

6. Approved payment to Amy Remkus for unused annual leave in the amount of \$1766.62.

REPORTS FROM STAFF

Chairman Black announced that the Commission would now hear reports from staff. Upon being recognized by the Chair, the following reports were heard by the Commission:

County Administrator

Amy Remkus requested her annual leave in the amount of 1766.62. Shoals Archeometalogical Society will conduct their exploration of the Courthouse Lawn on Saturday August 17, 2019. Colbert Volunteer Firefighters Association requests use of Courthouse Lawn for Fire Prevention Week on the 2nd Tuesday in October.

Chief Financial Officer

Budget Meeting reminder for August 27, 2019. Hot Dog day is August 30, 2019.

County Attorney

No report

EMA Director

Letter of intent was submitted ...hazard mitigation flood plan.

County Engineer

Office building is progressing well, expect completion by Oct 1st.

NEW BUSINESS

NONE

There being no further business to come before the Commission, upon motion duly made and seconded, Chairman Black announced that the meeting was adjourned.

COMMISSIONER, DISTRICT 1

CHAIRMAN

COMMISSIONER, DISTRICT 3

COMMISSIONER, DISTRICT 4

COMMISSIONER, DISTRICT 5

COMMISSIONER, DISTRICT 6