City of Vance Council Meeting Agenda
May 18th, 2026

1. Call to Order- Brenda Morrison
2. Prayer-Dianne Averett
3. Pledge of Allegiance
4. Roll Call:
5. Approval of Agenda:
6. Motion to Dispense with the Reading of the Minutes:
7. Approval of Minutes from May 4th, 2026.
8. Pay Bills:
9. Treasurer Report:
10. Public Comment:
11. Mayor's Report:
12. Attorney's Report (Scott Hickman):
    a. HDI Global
    b. Bama Rock Gardens Agreement
13. Police Report (Chief Graham):
14. Park and Recreation Report (Debbie Minor): Park Sign
15. Hostess Committee (Ginger Turner):
    July 3rd Event at 7:30 pm
    Glow Party October 10th, 2026
    Tree Lighting November 29th, 2026
    Breakfast With Santa December 5th, 2026
    Safety Meeting December 7th, 2026
16. Beautification Report (Ginger Turner):
17. Fire District, Etc. (Dianne Averett/Jeff Parker):
18. Grant Information (Andy LaGrone):
19. Council Concerns:
20. New Business:
    a. Adopt Building Safety Month Proclamation-
    b. BHS Volleyball Camp-(food for the players) $300-
    c. Suspend Roberts Rule of Order
    d. Adopt Ordinance No. 05182026 (Surplus 2015 Chevrolet Tahoe Vin 1GNLC2EC8FR673200-4 Door- 8 Cyl)-
    e. Donate 2015 Chevrolet Tahoe Vin 1GNLC2EC8FR673200-4 Door- 8 Cyl to Vance Fire District Fire Department-
21. Old Business:
    a. Vote to Move Forward With Activity Building Expansion-

EXECUTIVE SESSION- Good Name & Character

22. Next meeting will be Monday, June 1st at 6 pm at the Vance City Hall.
23. Adjourn

05182026 Council Meeting Minutes

City of Vance Council Meeting Minutes
May 18, 2026

Call to Order was made by Mayor Brenda Morrison at 6:00pm at a regularly scheduled council meeting held at the Vance City Hall. Members present were Mayor Brenda Morison; Council Members Dianne Averett, Debbie Minor, Ginger Turner, Donna McDaniel and Andy LaGrone. Others present were City Attorney Scott Hickman, Officers Chris White and Jacob Free, and City Clerk Tracy Burt.

All were led in a word of prayer by Council Member Dianne Averett.

All were led in the Pledge of Allegiance by Mayor Brenda Morrison.

Roll Call
Council Members were all present; Chief Graham was absent.

Approval of Agenda
A motion was made by Council Member Donna McDaniel to approve the meeting agenda as presented. This motion was seconded by Council Member Andy LaGrone, upon being put to a vote the motion passed unanimously.

Motion to Dispense with the Reading of the Minutes
A motion was made by Council Member Ginger Turner to dispense with the reading of the minutes. This motion was seconded by Council Member Dianne Averett, upon being put to a vote the motion passed unanimously.

Approval of Council Meeting Minutes of May 4, 2026
A motion was made by Council Member Debbie Minor to approve the Council Meeting minutes of May 4, 2026. This motion was seconded by Council Member Ginger Turner, upon being put to a vote the motion passed unanimously.

Pay Bills
A motion was made by Council Member Donna McDaniel to pay the city's bills. This motion was seconded by Council Member Dianne Averett, upon being put to a vote the motion passed unanimously.

Treasurer's Report
Mayor Brenda Morrison read the treasurer's report to all in attendance. A motion was made by Council Member Debbie Minor to approve the treasurer's report and file it for audit. This motion was seconded by Council Member Dianne Averett, the motion passed unanimously.

Public Comment- None

Mayor's Report- Mayor Morrison read the mayor's report to all in attendance. (See attached).

Attorney's Report- Scott Hickman

1. HDI- Still waiting for the audit results from Neumo.
2. Bama Rock Gardens Educational Center- General discussion on the agreement and changes made and needed.
3. Police Jurisdiction Withdrawal- Still researching this.

Police Report- No Report

Park and Recreation Report- Debbie Minor
Council Member Debbie Minor stated the season is over and she will be planning a meeting soon to discuss a few issues including the grants and batting cage lettering.

Hostess Committee- Ginger Turner
Council Member Ginger Turner stated she had gone to a 250 meeting in Tuscaloosa, general discussion followed; she also stated that the July event for the 250th starts at 6:30pm on July 3rd.

Beautification Report- Ginger Turner- Nothing new.

Fire District Fire Department/ Miscellaneous
Fire District Board Chairman Jeff Parker stated he feels the fire district needs to be disbanded and the city take the department as a city fire department due to no funding to pay for what is needed for the firefighters per an ultimatum stating if they do not get the RSA they will all leave. General discussion followed.

Grant Information
Council Member Andy LaGrone stated that the council needs to review the information he sent to them, also that the mulch needs replaced and Mrs. Burt is to ask Eric Newell to get quotes for fencing for the playground area.

Council Concerns- None

New Business

a. **Adopt Building Safety Month Proclamation-** A motion was made by Council Member Ginger Turner to approve the Building Safety Month Proclamation as presented. This motion was seconded by Council Member Donna McDaniel, upon being put to a vote the motion passed unanimously.

b. **BHS Volleyball Camp- (Food for players)-** A motion was made by Council Member Donna McDaniel to approve the $300.00 for the BHS Volleyball Camp as requested. This

motion was seconded by Council Member Andy LaGrone, upon being put to a vote the motion passed unanimously.

c. **Suspend Roberts Rule of Order**- A motion was made by Council Member Debbie Minor to Suspend Roberts Rules of Order. This motion was seconded by Council Member Donna McDaniel, upon being put to a roll call vote the motion passed unanimously.

d. **Adopt Ordinance Number 05182026 (Surplus 2015 Chevrolet Tahoe VIN 1GNLC2EC8FR673200- 4 DOOR 8 CYL)**- A motion was made by Council Member Debbie Minor to approve the surplus of the 2015 Chevrolet Tahoe VIN 1GNLC2EC8FR673200- 4 Door- 8 Cylinder vehicle. This motion was seconded by Council Member Dianne Averett, upon being put to a roll call vote the motion passed unanimously.

e. **Donate the 2015 Chevrolet Tahoe VIN 1GNLC2EC8FR673200 to the Vance Fire District Fire Department**- A motion was made by Council Member Debbie Minor to approve the donation of the 2015 Chevrolet Tahoe VIN 1GNLC2EC8FR673200 to the Vance Fire District Fire Department. This motion was seconded by Council Member Ginger Turner, upon being put to a vote the motion passed unanimously.

Old Business

a. **Vote to Move Forward with Activity Expansion**- A motion was made by Council Member Ginger Turner to move forward with the Activity Building Expansion. This motion was seconded by Council Member Andy LaGrone, upon being put to a vote the motion passed unanimously.

Executive Session

A motion was made by Council Member Dianne Averett at 7:07pm to close the regular meeting and to enter an executive session involving good name and character. This motion was seconded by Council Member Debbie Minor, upon being put to a vote the motion passed unanimously.

A motion was made by Council Member Ginger Turner at 8:03pm to close the executive session and enter the regular council meeting. This motion was seconded by Council Member Dianne Averett, upon being put to a vote the motion passed unanimously.

Adjourn

A motion was made by Council Member Donna McDaniel to adjourn the Council meeting at 8:04pm. This motion was seconded by Council Member Andy LaGrone, upon being put to a vote the motion passed unanimously.

The next meeting will be Monday, June 1st at 6pm at the Vance City Hall.

Adjourned at 8:04 pm.

Mayor Brenda Morrison

ATTEST:

City Clerk Tracy Burt

Mayor's Comments: 05-18-2026

Sewer Repairs-Repairs were completed at the Narrows Lift Station. It is up and running now.

ATRIP II Project with Mercedes-4/13/26 I received an email from ALDOT stating that they needed to change the plans because of a bump in the road that would be hazardous to the driver and the cost will be $45014.13. The project is under budget and the engineer that is handling this for me prepared a letter approving the change and I signed it and emailed it back the same day. . **(NO UPDATE)**

Tingle Tangle Road Repairs-Robert said the road looked better than it did, but ST. Bunn widened the road and there will be some asphalt crumbling. Today I received an email from a lady that lives on Tingle Tangle Road near April Leigh. She was complaining about the piles of asphalt on the sides of the road and some of it is in her yard. I reached out to Beau Yeager with the county again and asked him to have ST Bunn to clean up their mess because we can't pay our money for a job that is not satisfactory to us. . **(NO UPDATE)**

Camera System-Phillip has redone the cameras for city hall and the activity center. He is still working with Johnny to get the park cameras installed.

Mitigating Wetlands at the Park-Robert and I received the report. Chris, with TTL, said within the next few months there should be an update to the wetland regulations that, hopefully, will list our wetlands as non-jurisdictional. Then we can move forward with development. . **(NO UPDATE)**

Here's the weekly update.

1. Hwy 11 Chevron – Project Abandoned.
2. Triumph Church Sanctuary – Contractor waiting for better pricing on asphalt.
3. Batting Cage- Bid received $2,236.00 plus tax. Waiting on Park Board.
4. Delta utilities – TCO extended forty-five days for alarm system installation.
5. Citizens Water Booster Pump Station – Bids being received by Citizens Water. Will apply for permit once contract signed.
6. Working on an ordinance to prevent open burning during statewide fire alerts and requiring burn permits. Working with Steve on this.
7. Mercedes Access Road Parking Area Electrical – Sent Permit Invoice.

Activity Center Expansion-Robert said the metal building would not save the city any money. He said the brick and stick building is actually cheaper right now. We will vote on this in old business, whether to move forward.

Sewer Rate Increases-I emailed Robert for an update on the sewer rate increase information. He already has the audit report to help him. As of now, I have not received any information to move forward.

Bama Rock Gardens Educational Center-Scott prepared a list of concerns that we discussed at the last council meeting. He shared them with Robert Spence, and I shared them with Jerry Tingle. Jerry said the commissioners told Robert to get with Scott and work out the details at the work session on May 6th, 2026. Therefore, I assume they are agreeable to our concerns. I tried to call Jerry to discuss the terms, but he did not answer his phone. I called Scott Anders, the county engineer, on Friday 5/15/26 and he felt that the county could assist with tearing down and removing the old buildings since they want to be a part of the process.

HDI Global Insurance-Scott will speak on this.

Sidewalk Grant-Robert is still working with ALDOT to get the final payments in place for reimbursement for the city.

Building Safety Month Proclamation-Barry asked us to adopt this proclamation for the building inspectors. It certainly is for a good cause. Therefore, we will vote on this in new business.

BHS Volleyball Camp-Ms. Reach has reached out for assistance with buying Chic Fila boxes for the girls during volleyball camp. The cost will be around $275. We will vote on this in new business.

Surplus/Donate 2015 Chevrolet Tahoe-In new business we will vote to surplus the police department 2015 Chevrolet Tahoe. Then we will vote to donate it to the Vance Fire District Fire Department, if that is your wish.

Treasurer's Report May 18, 2026

Court		
Corrections	$	48,644.06
Court General	$	15,145.53
Development Funds		
Capital Improvement Fund	$	86,301.86
Gas Tax		
4 Cent Gas Tax	$	33,979.94
7 Cent Gas Tax	$	26,978.70
10 Cent Gas Tax	$	121,599.63
Sewer		
Sales Tax	$	3,761,571.82
Sewer Impact	$	43,176.97
GUSC	$	450,355.42
Town Boards and Accounts		
Park and Recreation	$	46,256.41
General Funds	$	1,328,799.06
Savings Account	$	4,499,469.78
Total Funds	**$**	**10,462,279.18**

Mayor_____

Council_____

_____

_____

_____

_____

TOWN OF VANCE GENERAL FUND
General Ledger
For the Period From May 4, 2026 to May 17, 2026

Filter Criteria includes: 1) IDs: Multiple IDs; 2) Journal is Cash Disbursements Journal. Report order is by ID. Report is printed with shortened descriptions and with Hide Period Subtotals on Multi-Period Report and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt
100	5/5/26	23912	CDJ	DON WALLACE, C		6,900.00
CASH GENERAL	5/5/26	23913	CDJ	EAST TUSCALOO		244.72
	5/5/26	23914	CDJ	LIDDY'S OFFICE P		1,082.00
	5/5/26	23915	CDJ	AT&T		107.00
	5/5/26	23916	CDJ	CITIZENS WATER		507.00
	5/8/26	23921	CDJ	ALABAMA POWE		2,439.92
	5/8/26	23922	CDJ	SOUTH CENTRAL		260.42
	5/13/26	23938	CDJ	ELIJAH SELLERS		62.68
	5/15/26	23939	CDJ	ALABAMA POWE		3,541.05
				Change		15,144.79
105	5/5/26	10412	CDJ	VANCE FIRE PRO		31,250.36
SALES TAX ACCOUN	5/5/26	10413	CDJ	GENERAL FUNDS		1,340.04
	5/5/26	10414	CDJ	ADVANCED MOW		504.32
	5/5/26	10415	CDJ	DON WALLACE, C		6,900.00
	5/5/26	10416	CDJ	Y AUTO PARTS		557.61
	5/8/26	10417	CDJ	ALABAMA POWE		6,637.70
				Change		47,190.03
110	5/5/26	3485	CDJ	ALABAMA STATE		3,821.00
MUNICIPAL COURT	5/5/26	3486	CDJ	ALABAMA PEACE		260.00
	5/5/26	3487	CDJ	ALABAMA CRIME		147.50
	5/5/26	3488	CDJ	THE CITIZENSHIP		57.00
	5/5/26	3489	CDJ	ADMINISTRATIVE		568.32
	5/5/26	3490	CDJ	MUNICIPAL COUR		576.00
	5/5/26	3491	CDJ	CIRCUIT JUDGES		141.84
	5/5/26	3492	CDJ	CIRCUIT CLERKS		141.84
	5/5/26	3493	CDJ	DISTRICT ATTOR		940.00
	5/5/26	3494	CDJ	MUNICIPAL CORR		2,127.50
	5/5/26	3495	CDJ	GENERAL FUNDS		3,885.50
	5/5/26	3496	CDJ	MUNICIPAL SOFT		1,200.00
	5/15/26	3497	CDJ	KAMYA WEBB		300.00
				Change		14,166.50

Pending expenditures May 18, 2026

General Funds:

Evergreen Church road	$ 60,000.00
TAP Grant	$ 150,000.00
Logan Farms street repairs	$ 289,020.00
General Funds Total:	**$ 499,020.00**

Sales Tax:

Sales Tax Total:	**$ -**

Capital Improvement:

Capital Improvement Total:	**$ -**

Sewer impact:

Sewer impact total:	**$ -**

Park and Rec:

Park and Rec total:	**$ -**

Gas tax:

Tingle Tangle Road	$ 42,100.00
Gas tax total:	**$42,100.00**

ORDINANCE NO. 05182026

BE IT ORDAINED BY THE CITY OF VANCE, ALABAMA AS FOLLOWS:

SECTION 1: It is hereby established and declared that the following described property of the City of Vance, Alabama, is no longer needed for public or municipal purpose, to wit:

2015 Chevrolet Tahoe VIN 1GNLC2EC8FR673200
4D 8 Cyl

SECTION 2: That the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute respectively, for and on behalf of the City of Vance, Alabama, sale, donate or destroy the property listed above.

ADOPTED AND APPROVED this on the 18th day of May 2026.

Brenda Morrison, Mayor

ATTEST:

Tracy Burt, City Clerk

Approved as follows for Ordinance 05182026:

Mayor Brenda Morrison

Council Member Dianne Averett

Council Member Debbie Minor

Council Member Ginger Turner

Council Member Andy LaGrone

Council Member Donna McDaniel

Upon Ordinance 05182026 being put to a vote, the motion to approve passed unanimously.

AGREEMENT FOR TRANSFER OF RECREATIONAL PROPERTY

WITH REVERSIONARY CLAUSE

BAMA ROCK GARDEN

Tuscaloosa County, Alabama

This Agreement for Transfer of Recreational Property (hereinafter "Agreement") is entered into as of May ___, 2026, by and between:

TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama, acting through its duly authorized County Commission (hereinafter "Grantor" or "County"); and

THE CITY OF VANCE, ALABAMA, a municipal corporation organized and existing under the laws of the State of Alabama, acting through its duly authorized Mayor and City Council (hereinafter "Grantee" or "City").

Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Tuscaloosa County, Alabama, commonly known as the "Bama Rock Garden," more particularly described herein (the "Property");

WHEREAS, the Bama Rock Garden has historically served as a recreational and natural attraction for residents of Tuscaloosa County and the surrounding region, and its established name and identity are of recognized community significance;

WHEREAS, Grantor desires to transfer ownership and management responsibility of the Property to Grantee in order to promote public recreational use and ensure ongoing maintenance and stewardship of its natural features;

WHEREAS, Grantee desires to accept the transfer of the Property and undertakes to operate, maintain, and preserve the Property as a public park for the benefit of the general public;

WHEREAS, the Tuscaloosa County Commission, at its regular meeting held on _____, 2026 (Resolution/Minute Order No. _____), duly approved and authorized the transfer of the Property to Grantee upon the terms and conditions set forth herein;

WHEREAS, the City Council of the City of Vance, at its regular meeting held on _____, 2026 (Resolution/Ordinance No. _____), duly approved and authorized the acceptance of the Property and the obligations undertaken by the City herein;

WHEREAS, the Parties intend that this transfer comply with applicable Alabama law governing the disposition of county-owned property, including but not limited to the requirements of Ala. Code § 11-3-11, and the County hereby confirms that all requisite statutory procedures have been followed;

WHEREAS, Grantor and Grantee agree that the transfer is conditioned upon the Property being perpetually maintained and operated as a public park, and that the Property shall revert to Grantor if it ever ceases to be used for that purpose;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this Agreement for Transfer of Recreational Property, including all exhibits and amendments hereto.

"Closing" means the date on which the deed of conveyance is executed and delivered by Grantor to Grantee in accordance with Article III.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of a Party that prevents or materially impairs that Party's ability to perform its obligations under this Agreement, including but not limited to acts of God, natural disasters, floods, tornadoes, earthquakes, fires, pandemics or public health emergencies declared by a governmental authority, acts of terrorism, war, civil unrest, or orders of a governmental authority requiring closure of public facilities. Financial hardship or budgetary constraints alone shall not constitute a Force Majeure Event.

"Grantor" or "County" means Tuscaloosa County, Alabama, a political subdivision of the State of Alabama.

"Grantee" or "City" means the City of Vance, Alabama, a municipal corporation.

"Park Name" means "Bama Rock Garden," being the established and recognized name of the Property.

"Property" means the real property commonly known as the Bama Rock Garden, as more particularly described in Article II and Exhibit A hereto, together with all improvements, fixtures, natural features, geological formations, and appurtenances thereon or appurtenant thereto.

"Public Park" means real property that is: (a) open and accessible to members of the general public without discrimination on the basis of race, color, national origin, sex, religion, age, disability, or any other classification protected by law; (b) used primarily for outdoor recreation, conservation, education, or passive enjoyment of natural features; (c) not subject to any exclusive private use, lease, license, or occupancy that materially restricts general public access; and (d) operated and maintained by or under the authority of a governmental entity or a nonprofit organization under a public benefit mission, provided that reasonable hours of operation, health and safety restrictions, and nominal user fees that do not preclude public access shall not disqualify property from classification as a Public Park.

"Records" means all books, accounts, reports, correspondence, contracts, permits, licenses, plans, surveys, photographs, maintenance logs, visitor records, and other documents or data — in any format, including electronic — relating to the ownership, operation, maintenance, condition, or use of the Property.

"Reversion Event" means any circumstance in which the Property, or any material portion thereof, ceases to qualify as a Public Park as defined herein, including but not limited to sale, conveyance, lease, development, abandonment, or closure to public access, except as expressly permitted by this Agreement. A temporary closure caused by a Force Majeure Event or a documented public safety condition shall not constitute a Reversion Event, provided that Grantee acts diligently to restore public access as soon as reasonably practicable.

"Transition Period" means the period commencing upon execution of this Agreement and ending at Closing, during which the Parties shall cooperate to facilitate an orderly transfer of the Property as described in Article III.

ARTICLE II — PROPERTY DESCRIPTION

Section 2.1. Description of Property. Grantor hereby agrees to transfer to Grantee all of Grantor's right, title, and interest in and to that certain tract or parcel of land situated in Tuscaloosa County, Alabama, commonly known as the Bama Rock Garden, and more particularly described as follows:

[See Exhibit A attached hereto and incorporated herein by reference]

together with all improvements, fixtures, appurtenances, easements, and rights of way appurtenant thereto (collectively, the "Property").

Section 2.2. Condition of Property. The Property is transferred in its present "as-is" condition. Grantor makes no representations or warranties, express or implied, regarding the condition, fitness, or suitability of the Property for any particular use, except as expressly stated herein.

Section 2.3. Natural and Historic Features. The Parties acknowledge that the Property contains natural geological formations, rock features, and landscape elements of scenic, recreational, and cultural significance. Grantee agrees to preserve and protect these features and shall not undertake any development, excavation, grading, or alteration of the Property's natural features without prior written consent of Grantor, which shall not be unreasonably withheld. Minor routine maintenance activities necessary for public safety and accessibility shall not require such consent.

ARTICLE III — TRANSFER OF PROPERTY

Section 3.1. Transfer and Conveyance. Subject to the terms and conditions of this Agreement, Grantor hereby agrees to convey, transfer, and deliver to Grantee fee simple title to the Property by a duly executed Quitclaim Deed (or Warranty Deed as the Parties may agree) within thirty (30) days of the execution of this Agreement, or such other date as the Parties may mutually agree in writing (the "Closing Date"). The deed shall expressly incorporate by reference the reversionary condition and restrictions set forth in Article IV of this Agreement.

Section 3.2. Consideration. The Parties acknowledge that this transfer is made for nominal consideration of Ten Dollars ($10.00) and other good and valuable consideration, including Grantee's commitment to operate and maintain the Property as a Public Park for the benefit of the general public as set forth herein.

Section 3.3. Recording. Grantee shall be responsible for recording the deed of conveyance in the Office of the Judge of Probate of Tuscaloosa County, Alabama, within thirty (30) days of the Closing Date. Grantee shall bear all costs of recording.

Section 3.4. Title Review. Grantee shall have the right, prior to Closing, to review title to the Property and to obtain a title examination or title insurance at its own expense. Grantor shall cooperate with such review and shall provide copies of any available title documents.

Section 3.5. Statutory Compliance. The Parties confirm that the transfer of the Property has been approved in accordance with applicable Alabama law, including but not limited to Ala. Code § 11-3-11, governing the sale or disposition of county property. The County represents that all required public notice, Commission approval, and other procedural prerequisites have been satisfied prior to execution of this Agreement.

Section 3.6. Transition Period — Pre-Closing Cooperation. During the Transition Period, Grantor and Grantee shall cooperate in good faith to facilitate an orderly transfer of the Property, including the following:

(a) Operational Records. Grantor shall deliver to Grantee, no later than ten (10) days prior to Closing, copies of all Records in Grantor's possession relating to the current condition, maintenance history, and operation of the Property, including any known permits, licenses, easements, vendor or service contracts, maintenance schedules, equipment inventories, and outstanding liabilities or claims.

(b) Utility Accounts. Grantor shall identify all utility services currently serving the Property, including electric, water, sewer, and telecommunications accounts. The Parties shall cooperate to transfer, cancel, or establish new utility service accounts in Grantee's name effective as of the Closing Date. Each Party shall be responsible for utility charges attributable to its period of ownership.

(c) Pending Contracts. Grantor shall provide Grantee with a schedule of all vendors, maintenance, or service contracts affecting the Property. The Parties shall determine prior to Closing which contracts Grantee will assume, and which Grantor will terminate or allow to expire. Grantee shall not be obligated to assume any contract without its prior written consent.

(d) Access. Grantor shall provide Grantee and its authorized representatives with reasonable access to the Property during the Transition Period for purposes of inspection, survey, planning, and preparation for assumption of operations.

(e) Permits and Licenses. Grantor shall cooperate with Grantee in transferring or re-issuing any permits, licenses, or regulatory approvals necessary for the continued operation of the Property as a Public Park.

Section 3.7. Tax Status. The Parties acknowledge that the Property, as public property transferred between governmental entities and to be used for public park purposes, is expected to be exempt from Alabama ad valorem property taxes pursuant to applicable law. Grantee shall promptly file all required applications or notices with the Tuscaloosa County Tax Assessor and Tax Collector and any other applicable authority to ensure the Property is classified and maintained as tax-exempt following Closing. Grantee shall provide Grantor with written confirmation of the Property's tax-exempt status within sixty (60) days of the Closing Date and shall notify Grantor promptly of any change in that status.

ARTICLE IV — REVERSIONARY CLAUSE AND RESTRICTIVE COVENANT

Section 4.1. Condition Subsequent — Continued Use as Public Park. The conveyance of the Property to Grantee is made subject to the following condition subsequent:

The Property shall be used solely and exclusively as a Public Park as defined in Article I. If a Reversion Event occurs with respect to the Property, or any material portion thereof, the Property shall automatically revert in fee simple to Tuscaloosa County, Alabama, without the necessity of any further act or instrument by either Party, subject to the notice and cure provisions of this Article.

Section 4.2. Independently Enforceable Restrictive Covenant. In addition to and separately from the condition subsequent set forth in Section 4.1, Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used only as a Public Park as defined herein. This covenant is intended to constitute an independently enforceable restrictive covenant running with the land. The breach or threatened breach of this covenant shall entitle Grantor to seek injunctive relief, specific performance, or other equitable remedy in any court of competent jurisdiction, without the necessity of demonstrating monetary damages and without waiver of Grantor's right to enforce the reversionary condition. The existence of this restrictive covenant shall not limit or affect Grantor's rights under Section 4.1.

Section 4.3. Force Majeure — Temporary Closure. A temporary closure of the Property due to a Force Majeure Event or a documented public safety condition shall not constitute a Reversion Event, provided that: (a) Grantee provides Grantor written notice of the closure and its cause within fifteen (15) days of the commencement of the closure; (b) Grantee acts diligently and in good faith to restore public access as soon as reasonably practicable; and (c) the closure does not extend beyond twelve (12) consecutive months without the prior written consent of Grantor. Upon the expiration of twelve (12) consecutive months of closure, Grantor may, in its sole discretion, treat the closure as a Reversion Event and enforce its rights under this Article, notwithstanding the Force Majeure or safety justification. Grantee shall provide Grantor with periodic written updates, no less frequently than every sixty (60) days during any extended closure, regarding remediation progress and expected reopening timeline.

Section 4.4. Notice of Cessation. Grantee shall provide Grantor written notice not less than one hundred eighty (180) days prior to any intended or anticipated Reversion Event (other than a Force Majeure Event). Such notice shall describe in detail the reasons for the proposed cessation and any remedial measures under consideration.

Section 4.5. Cure Period. Upon receipt of notice under Section 4.4, or upon Grantor's independent discovery that a Reversion Event has occurred or is imminent, Grantor shall provide Grantee written notice. Grantee shall have ninety (90) days from receipt of such notice (the "Cure Period") to remedy the Reversion Event and to reinstate the Property's operation as a Public Park. Failure to cure within the Cure Period shall automatically trigger reversion under Section 4.1.

Section 4.6. Effect of Reversion. Upon reversion of the Property to Grantor, all of Grantee's right, title, and interest in and to the Property shall immediately cease and revert to Grantor. Grantee shall promptly execute any instruments reasonably requested by Grantor to evidence such

reversion, including a quitclaim deed. The Parties' rights with respect to compensation for improvements upon reversion shall be governed by Section 5.6 of this Agreement.

Section 4.7. Covenant Running with the Land. The reversionary condition and restrictive covenant set forth in this Article IV are intended to run with the land and shall be binding upon Grantee and its successors, assigns, and transferees. Grantee shall include express reference to this Article in any subsequent deed, lease, easement, license, or other instrument affecting the Property.

Section 4.8. Permitted Encumbrances and Financing. Grantee shall not mortgage, pledge, or otherwise encumber the Property, or any portion thereof, without the prior written consent of Grantor, which shall not be unreasonably withheld. As a condition of any such consent, Grantor may require that any lender or lienholder execute a written acknowledgment that: (a) its security interest is subordinate to the reversionary interest of Grantor; (b) any foreclosure, deed in lieu of foreclosure, or other enforcement of the lien shall be subject to the reversionary condition; and (c) any successor owner of the Property through foreclosure shall be bound by the obligation to operate the Property as a Public Park. Grantee shall not grant any lease, easement, or license that would constitute a Reversion Event or materially restrict public access to the Property without Grantor's prior written consent.

Section 4.9. Assignment and Transfer Restrictions. Grantee shall not sell, convey, assign, or otherwise transfer the Property, or any interest therein, to any third party without the prior written consent of Grantor. Any approved transfer shall require the transferee to expressly assume, in a written instrument recorded in the Office of the Judge of Probate of Tuscaloosa County, all obligations of Grantee under this Agreement, including the obligation to operate the Property as a Public Park and the reversionary condition. No transfer shall relieve Grantee of its obligations hereunder without a separate written release executed by Grantor.

ARTICLE V — OBLIGATIONS OF GRANTEE

Section 5.1. Public Park Operation. Grantee agrees to operate, manage, and maintain the Property as a Public Park for the use and enjoyment of all residents of the City of Vance, Tuscaloosa County, and the general public, in a manner consistent with its continued use as a public recreational facility.

Section 5.2. Maintenance. Grantee shall, at its sole cost and expense, maintain the Property and all improvements thereon in good repair, safe condition, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to environmental and accessibility requirements.

Section 5.3. Non-Discrimination. Grantee shall operate the Property in compliance with all applicable civil rights and anti-discrimination laws and shall not discriminate against any person on the basis of race, color, national origin, sex, religion, age, disability, or any other classification protected by law in access to or use of the Property.

Section 5.4. Park Name and Signage. Grantee shall maintain and use the Park Name "Bama Rock Garden" as the official name of the Property and shall not rename, rebrand, or otherwise change the official name of the Property without the prior written consent of Grantor. Grantee shall, within one hundred eighty (180) days of the Closing Date, install and maintain at the primary public entrance to the Property at least one prominent sign identifying the Property by the Park Name. Any signage shall be of quality and design appropriate for a public park facility and shall comply with applicable local ordinances. Grantee may use supplemental or descriptive names in programming or marketing materials, provided that the Park Name remains the primary official designation of the Property. Any proposed name change, co-naming, or sponsored naming arrangement shall require Grantor's prior written approval.

Section 5.5. Insurance. Grantee shall, at its expense, obtain and maintain throughout the term of this Agreement general liability insurance in amounts customary and adequate for the operation of a public park. Grantee shall provide Grantor with certificates of insurance upon request.

Section 5.6. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, its officers, employees, agents, and representatives from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Grantee's ownership, operation, maintenance, or use of the Property after the Closing Date. Nothing herein shall be construed to waive either Party's governmental immunity under Alabama law, as further provided in Section 8.8.

Section 5.7. Capital Improvements and Reversion Compensation. Grantee may make capital improvements to the Property consistent with its use as a Public Park, provided that any improvement valued in excess of One Hundred Thousand Dollars ($100,000.00) shall require Grantor's prior written approval, not to be unreasonably withheld.

Section 5.8. Grant and Federal Funding Compliance. If Grantee applies for or receives federal, state, or other grant funds relating to the Property — including but not limited to funds administered through the Land and Water Conservation Fund (LWCF), the Alabama Department of Economic and Community Affairs (ADECA), or any other public grant program — Grantee shall comply with all conditions, covenants, and use restrictions imposed by such funding sources. The Parties acknowledge that certain federal or state grant programs may impose their own public use requirements on the Property, which shall be construed as supplementary to, and not in lieu of, the reversionary condition set forth in Article IV.

Section 5.9. Duty to Notify. Grantee shall promptly notify Grantor in writing of (a) any capital improvements made to the Property valued in excess of the approval threshold set forth in Section 5.7, and (b) any cessation or intended cessation of the Property's operation as a Public Park.

ARTICLE VI — GRANTOR'S INSPECTION AND OVERSIGHT RIGHTS

Section 6.1. Right of Inspection. Grantor, and its authorized representatives, shall have the right, upon not less than five (5) business days' prior written notice to Grantee (except in cases of emergency, in which case notice shall be provided as soon as reasonably practicable), to enter upon and inspect the Property at any reasonable time for the purpose of:

(a) verifying the condition of the Property and any improvements thereon;

(b) assessing Grantee's compliance with its maintenance obligations under this Agreement;

(c) confirming that the Property is being operated and maintained as a Public Park in accordance with this Agreement; and

(d) investigating any condition that Grantor reasonably believes may constitute or give rise to a Reversion Event.

Section 6.2. Inspection Procedures. Grantor shall conduct inspections in a manner that minimizes disruption to the Property's operations and the visiting public. Grantor's representatives shall comply with all applicable safety and operational policies of Grantee while on the Property. Grantor shall provide Grantee with a written summary of any inspection findings within thirty (30) days of each inspection. Routine inspections shall not exceed two (2) per calendar year absent a reasonable basis for additional inspection.

Section 6.3. Records Access and Retention. Grantee shall maintain complete and accurate Records relating to the Property for a minimum of seven (7) years following the end of the calendar year to which such Records pertain, or for such longer period as may be required by applicable law or by any applicable grant agreement. Grantee shall make its Records relating to the Property available to Grantor for inspection and copying upon written request, within fifteen (15) business days of such request, during normal business hours and at Grantee's principal offices (or by electronic transmission if Records are maintained in electronic format). Grantee's obligation to produce Records shall be subject to applicable privileges and the requirements of the Alabama Open Records Act, Ala. Code § 36-12-40 et seq. Grantor's right to access Records under this Section shall not extend to Records unrelated to the Property or to Records otherwise protected from disclosure by law.

Section 6.4. Compliance Notice. If an inspection or records review reveals conditions that Grantor believes constitute non-compliance with this Agreement, Grantor shall provide Grantee written notice identifying the specific conditions of concern. Grantee shall respond in writing within thirty (30) days, either disputing the finding or describing a corrective action plan with a reasonable timeline for resolution. The Parties shall cooperate in good faith to resolve any compliance concerns before Grantor exercises any remedy under this Agreement.

ARTICLE VII — PERIODIC REVIEW

Section 7.1. Ten-Year Review. The Parties shall conduct a joint review of this Agreement and the operation of the Property as a Public Park no less frequently than every ten (10) years from the

date of execution. The purpose of such review shall be to assess the condition of the Property, evaluate Grantee's compliance with its obligations hereunder, and consider whether amendments to this Agreement are warranted by changed circumstances, including changes in land use, public need, or applicable law.

Section 7.2. Review Process. Each review shall be initiated by written notice from either Party to the other no later than twelve (12) months prior to the applicable review date. The Parties shall meet and confer in good faith during the review period. Any amendments resulting from a periodic review shall be in writing, executed by both Parties in accordance with Section 8.2, and recorded in the Office of the Judge of Probate of Tuscaloosa County.

Section 7.3. No Diminishment of Rights. Nothing in this Article shall be construed to require either Party to agree to any amendment, or to limit or suspend the reversionary condition set forth in Article IV during any review period.

ARTICLE VIII — GENERAL PROVISIONS

Section 8.1. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the transfer of the Property.

Section 8.2. Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by both Parties and approved by the Tuscaloosa County Commission and the Vance City Council, respectively, by resolution or ordinance duly adopted at a public meeting.

Section 8.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any dispute arising under this Agreement that is not resolved by mediation pursuant to Section 8.4 shall be resolved in the courts of Tuscaloosa County, Alabama.

Section 8.4. Dispute Resolution. Prior to initiating any legal proceeding arising out of or relating to this Agreement, the Parties shall attempt to resolve the dispute through non-binding mediation administered by a mutually agreed mediator experienced in Alabama municipal or real property law. The costs of mediation shall be shared equally by the Parties. Either Party may demand mediation by written notice, and the Parties shall commence mediation within sixty (60) days of such demand. If mediation does not resolve the dispute within ninety (90) days of commencement, either Party may pursue available legal remedies. Nothing in this Section shall prevent either Party from seeking emergency injunctive or declaratory relief to preserve rights pending mediation.

Section 8.5. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, provided that the

core reversionary condition and restrictive covenant of Article IV shall be severable from all other provisions and shall survive any partial invalidity of this Agreement.

Section 8.6. Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that Party's right to subsequently enforce such provision or any other provision hereof.

Section 8.7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, certified mail (return receipt requested), or overnight courier to the addresses set forth below, or such other address as a Party may designate in writing:

If to Grantor: Tuscaloosa County Commission
714 Greensboro Avenue, Room G-78,
Tuscaloosa, Alabama 35401
Attn: County Administrator

If to Grantee: City of Vance
17710 Vance Municipal Drive
Vance, Alabama 35490
Attn: Mayor

Section 8.8. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver by either Party of any governmental, sovereign, or statutory immunity to which it is entitled under Alabama law, including but not limited to the protections of Ala. Code § 11-93-1 et seq. The indemnification obligations set forth in Section 5.6 shall be construed consistently with applicable immunity protections.

Section 8.9. Authority. Each Party represents and warrants that the persons executing this Agreement on its behalf are duly authorized to do so, that all required governmental approvals and authorizations have been obtained, and that the Agreement constitutes a valid and binding obligation of such Party.

Section 8.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 8.11. Headings. Section headings are included for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 8.12. Survival. The reversionary condition, restrictive covenant, records retention obligations, and any obligation that by its nature should survive Closing or termination of this Agreement shall so survive.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[Remainder of page intentionally left blank]

TUSCALOOSA COUNTY, ALABAMA

By: _____

Name: Ward D. Robertson, III

Title: Chairman, Tuscaloosa County Commission

Date: _____

Attest:

_____

County Administrator

ACKNOWLEDGMENT — TUSCALOOSA COUNTY

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

Before me, the undersigned authority, personally appeared WARD D. ROBERTSON, III, known to me to be the Chairman of the Tuscaloosa County Commission, and acknowledged that he executed the foregoing instrument on behalf of Tuscaloosa County, Alabama, for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2026.

_____

Notary Public, State of Alabama

My Commission Expires: _____

CITY OF VANCE, ALABAMA

By: _____

Name: Brenda Morrison

Title: Mayor, City of Vance

Date: _____

Attest:

_____

City Clerk

ACKNOWLEDGMENT — CITY OF VANCE

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

Before me, the undersigned authority, personally appeared BRENDA MORRISON, known to me to be the Mayor of the City of Vance, Alabama, and acknowledged that he/she executed the foregoing instrument on behalf of the City of Vance, Alabama, for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2026.

_____

Notary Public, State of Alabama

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

STATE OF ALABAMA

TUSCALOOSA COUNTY

The Southeast Quarter of the Southeast Quarter of Section 13, Township 21 South, Range 7 West and part of the Southwest Quarter of the Southwest Quarter of Section 18, Township 21 South, Range 6 West in Tuscaloosa County, Alabama and being more particularly described as follows:

BEGIN at a 3 inch capped iron pipe found and accepted as the southeast corner of said Section 13; thence run North 87 degrees, 52 minutes, 42 seconds West and along the south line of said Section 13 for a distance of 1332.79 feet to a concrete monument found and accepted as the southwest corner of said Quarter Quarter of Section 13; thence run North 01 degrees, 24 minutes, 19 seconds East and along the west line of said Quarter Quarter of Section 13 for a distance of 1314.36 feet to a rock monument found and accepted as the northwest corner of said Quarter Quarter of Section 13; thence run South 88 degrees, 26 minutes, 28 seconds East and along the north line of said Quarter Quarter of Section 13 for a distance of 1278.75 feet to a capped rebar set; thence run South 82 degrees, 39 minutes, 33 seconds East continuing along said north line 36.06 feet to a concrete monument found and accepted as the northeast corner of said Quarter Quarter of Section 13; thence run South 89 degrees, 18 minutes, 42 seconds East and along the north line of said Quarter Quarter of Section 18 for a distance of 901.06 feet to capped rebar set on the curving west right-of-way of Bama Rock Garden Road, said curve being a curve to the left and having a radius of 2813.11 feet; thence run a chord bearing of South 27 degrees, 43 minutes, 12 seconds West and along said west right-of-way a chord distance of 216.36 feet to a capped rebar set; thence run South 25 degrees, 30 minutes, 58 seconds West and along said west right-of-way 338.54 feet to a capped rebar set at a point of curvature, said curve being a curve to the left and having a radius of 974.42 feet; thence run a chord bearing of South 19 degrees, 33 minutes, 02 seconds West and along said west right-of-way a chord distance of 202.55 feet to a capped rebar set; thence run South 13 degrees, 35 minutes, 06 seconds West and along said west right-of-way 93.37 feet to a capped rebar set at a point of curvature, said curve being a curve to the right and having a radius of 284.61 feet; thence run a chord bearing of South 32 degrees, 40 minutes, 06 seconds West and along said west right-of-way a chord distance of 186.11 feet to a capped rebar set; thence run South 51 degrees, 45 minutes, 07 seconds West and along said west right-of-way 150.24 feet to a capped rebar set; thence run South 48 degrees, 29 minutes, 07 seconds West and along said west right-of-way 298.40 feet to a capped rebar set at a point of curvature, said curve being a curve to the left and having a radius of 268.20 feet; thence run a chord bearing of South 36 degrees, 14 minutes, 32 seconds West and along said west right-of-way a chord distance of 113.75 feet to a capped rebar set; thence run North 89 degrees, 00 minutes, 53 seconds West and along the south line of said Section 18 for a distance of 75.10 feet to the POINT OF BEGINNING.

Tax Parcel Identification Numbers: 63-27-04-18-0-000-022.010 and 63-28-06-13-0-000-024.000

NO TAX COLLECTED

This Instrument Was Prepared by:
Matthew Q. Tompkins
Rosen Harwood, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401

2014 5754
Recorded in the Above
DEED Book & Page
04-24-2014 03:34:17 PM
Source Of Title: DEED 495 / 832
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

Source of Title: **Deed Book 495, at Page 832**
Deed Book 1999, at Page 2363
Deed Book 2000, at Page 5071
Estate Page of Ola Mae Herring
Deed Book 1245, **at Page** 276
Estate Page of Dwight Elbrey Herring
Deed Book 2014, **at Page** 5750
Estate Page of Gloria Hughes
Deed Book 2014, **at Page** 5751
Estate Page of Dwight Elbrey Herring, Jr.
Deed Book 2014, **at Page** 5752
Estate Page of Warrene W. Herring
Deed Book 2014, **at Page** 5753

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of TEN ($10.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned Grantors, **Dave Herring, a married man and Warren Herring, a married man,** (hereinafter referred to as Grantors), the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell and convey unto the Grantees, **Tuscaloosa County,** (hereinafter referred to as Grantee), together with every contingent remainder and right of reversion, its successors heirs and assigns, the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF SET OUT FULLY AT THIS POINT.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama.

Grantors hereby certify that the property herein described is not their homestead nor the homestead of their respective spouses.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, its successors and assigns forever.

AND SAID GRANTORS, for said Grantors, Grantors heirs, successors, executors and administrators, covenants with Grantee, and with Grantee successors and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and Grantors heirs, executors and administrators shall, warrant and defend the same to said Grantee, and Grantee successors and assigns, forever against the lawful claims of all persons.

2014 5755
Recorded in the Above
DEED Book & Page
04-24-2014 03:34:17 PM

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals this the 18 day of April, 2014.

Dave Herring

STATE OF **ALABAMA**)

COUNTY OF **TUSCALOOSA**)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Dave Herring and Warren Herring**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 18 day of April, 2014.

NOTARY PUBLIC
My Commission Expires: 02-08-15

MATTHEW Q. TOMPKINS
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals this the 15th day of April, 2014.

Warren Herring

Warren Herring

STATE OF **ALABAMA**)

X COUNTY OF Madison

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Warren Herring,** whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

X IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15th day of April, 2014.

NOTARY PUBLIC

X My Commission Expires: 2/11/15

2014 5756
Recorded in the Above
DEED Book & Page
04-24-2014 03:34:17 PM

EXHIBIT "A"

2014 5757
Recorded in the Above
DEED Book & Page
04-24-2014 03:34:17 PM
Source Of Title: DEED 495 / 832
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

STATE OF ALABAMA
TUSCALOOSA COUNTY

The Southeast Quarter of the Southeast Quarter of Section 13, Township 21 South, Range 7 West and part of the Southwest Quarter of the Southwest Quarter of Section 18, Township 21 South, Range 6 West in Tuscaloosa County, Alabama and being more particularly described as follows:

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Book/Pg: 2014/5754
Term/Cashier: SCAN2 / reneea
Tran: 12000.744213.939592
Recorded: 04-24-2014 15:35:01
NTX NO TAX COLLECTED 0.00
PJF Probate Judge Fee 2.00
REC Recording Fee 11.00
SDT Source of Title 2.75
Total Fees: $ 15.75

BUILDING SAFETY MONTH

Proclamation

Building Safety Month — May 2026

Whereas our City of Vance, Tuscaloosa County, Alabama is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council (ICC), a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by ICC to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas "Built to Last" the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Brenda R Morrison, Mayor of the City of Vance, Alabama, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Brenda R Morrison, Mayor 5/18/26

Signature

City of Vance

Wallace-Tingle Park
Community Enhancement & Improvement Plan

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1.0 PROJECT OVERVIEW

The Wallace-Tingle Park Community Enhancement & Improvement Plan is a forward-looking initiative designed to strengthen and expand the usability, safety, and long-term sustainability of an already well-maintained community park.

As Vance and the surrounding area continue to grow, this project focuses on proactively enhancing park infrastructure and amenities to ensure the facility continues to meet the needs of families, youth sports programs, and community events for years to come.

This plan represents a collaborative investment between grant funding and the City of Vance, with the understanding that grant support will supplement, not fully fund, planned improvements. The City will commit matching resources and long-term maintenance responsibilities.

1.1 PROJECT GOALS

- Enhance safety and usability across all park areas
- Expand family-friendly seating and gathering spaces
- Improve accessibility and comfort for all age groups
- Strengthen park identity and community pride
- Provide natural shade and environmental improvements
- Prepare proactively for continued community growth

2.0 PROPOSED IMPROVEMENTS & COMMUNITY IMPACT

2.1 PICNIC TABLE REPLACEMENT

Scope

Install durable, weather-resistant picnic tables in high-traffic areas including fields, playground zones, and spectator areas.

Community Impact

- Supports family gatherings, team events, and tournaments
- Encourages longer visits and greater park engagement
- Provides structured, comfortable seating for spectators

Benefits

- Strengthens the park as a regional recreation destination
- Improves visitor experience during peak usage times
- Low-maintenance, long-term infrastructure investment

Cost – 3 more approximately $1,035/each

2.2 PARK BENCHES ALONG WALKING TRACK

Scope

Install benches at strategic intervals along the walking trail and shaded resting points.

Community Impact

- Provides rest opportunities for walkers, seniors, and families
- Encourages increased daily physical activity
- Improves accessibility and comfort for all users

Benefits

- Promotes public health and wellness
- Increases trail usage and park engagement
- Enhances inclusivity for all mobility levels

Cost – 2 to 4 more approximately $659/each

2.3 PLAYGROUND SAFETY FENCING

Scope

Evaluate and install fencing around playground areas, either as:

- A continuous perimeter enclosure (445 linear feet), or
- Individual fenced sections around each of the three playground zones (574 linear feet)
- See Figure 1 and Figure 2

Community Impact

- Enhances child safety by clearly defining play boundaries
- Reduces risk of children entering parking or athletic areas
- Provides added peace of mind for families

Benefits

- Strengthens safety compliance and liability reduction
- Creates a more structured and secure family environment
- Supports modern playground safety best practices

Cost – Will need to get quotes

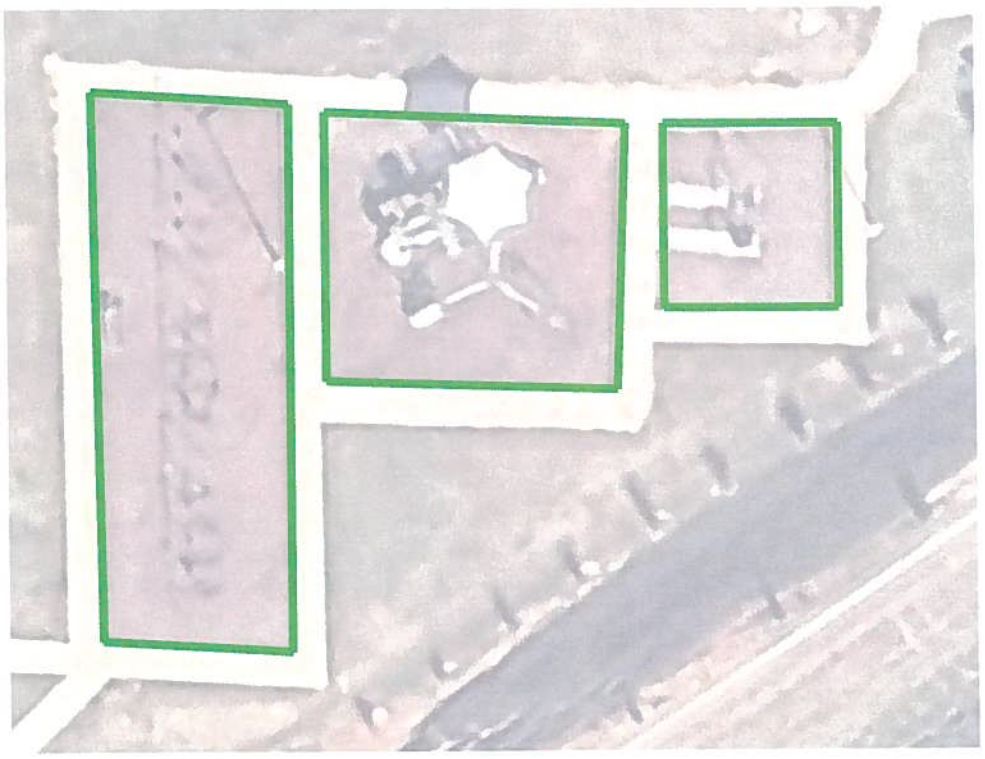

Figure 1 Separate Area Fencing

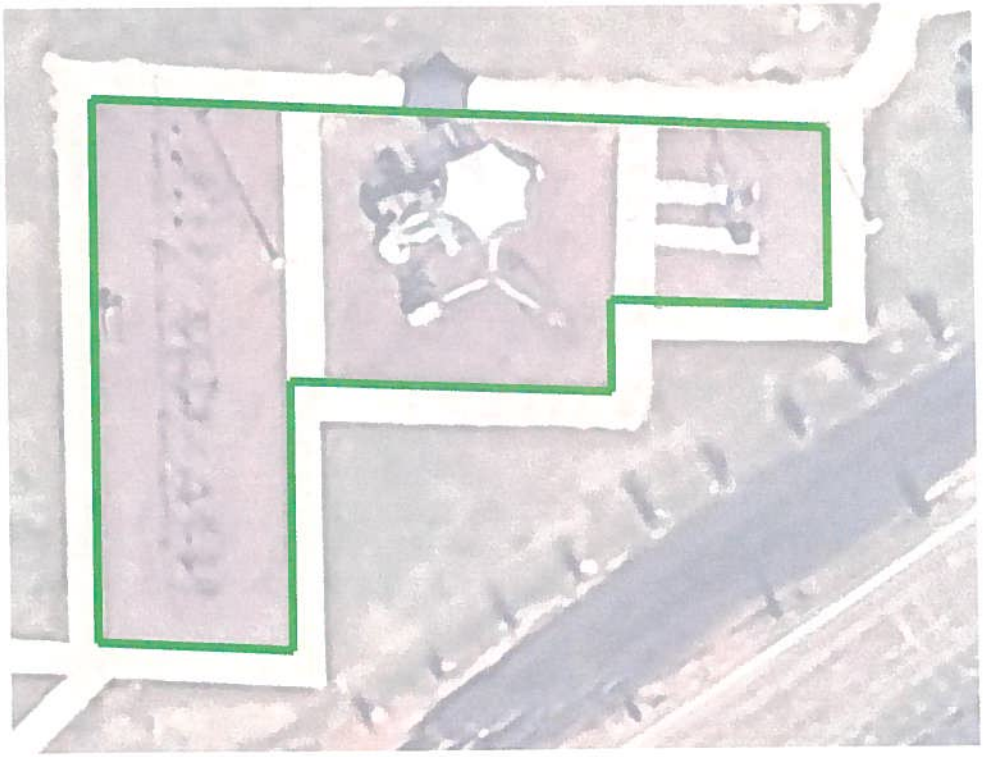

Figure 2 Continuous Perimeter Fencing

2.4 PLAYGROUND MULCH REPLACEMENT

Scope

Install rubber mulch or engineered wood fiber in all play areas to maintain proper safety depth standards.

Community Impact

- Improves safety by cushioning falls and impact areas
- Enhances cleanliness and appearance of playgrounds
- Reduces erosion and surface hardening over time

Benefits

- Meets or exceeds playground safety standards
- Extends lifespan of playground equipment
- Provides a cleaner more inviting environment for families

Cost – Will need to get quotes

2.5 BATTING CAGE SIGNAGE

Scope

Install prominent signage on the new batting cage identifying Wallace-Tingle Park.

Community Impact

- Strengthens park identity and visibility
- Enhances pride among local athletes and visitors
- Improves wayfinding during tournaments and events

Benefits

- Reinforces community branding and recognition
- Creates potential for future sponsorship opportunities
- Elevates overall professional appearance of the facility

Cost – Approximately $2,236 **(includes labor???)**

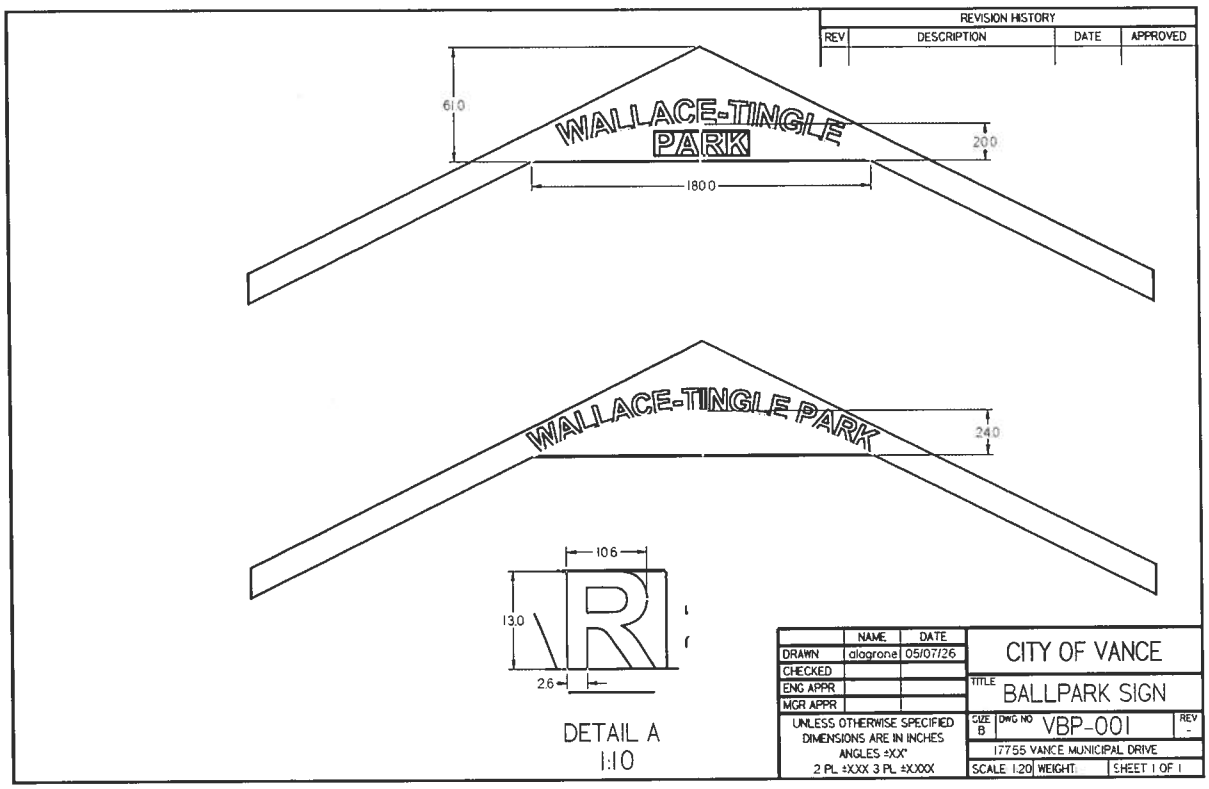

Figure 3 Batting Cage Signage Layouts

2.6 LANDSCAPING & SHADE TREE INSTALLATION

Scope

Plant ornamental shade trees throughout the park perimeter and open areas using species suited to Alabama's climate and long-term durability. These plantings are designed to create future shaded seating areas and naturally enhanced gathering spaces as the trees mature.

Community Impact

- Partner with Brookwood High School FFA program for placement and selection
- Provides natural shade for spectators and park users
- Enhances overall park aesthetics and visual appeal
- Contributes to long-term environmental sustainability

Benefits

- Reduces heat exposure and improves comfort during peak seasons
- Helps mitigate localized heat island effects
- Creates future shaded areas suitable for seating and relaxation

Cost - ~$2,000

3.0 COMMUNITY IMPACT SUMMARY

The Wallace-Tingle Park Community Enhancement & Improvement Plan is designed to strengthen the park's role as a central gathering place for recreation, youth sports, and community activity in Vance and the surrounding area. These improvements are not addressing deficiencies but rather building upon an already functional and well used park to better serve current and future demand.

By adding seating, shade, safety features, and upgraded amenities, the project will significantly improve the overall experience for families, athletes, and visitors during both everyday use and large-scale events such as tournaments and community gatherings. These enhancements encourage longer visits, greater participation, and increased intergenerational use of the park by making the environment more comfortable, accessible, and welcoming.

Safety improvements such as playground fencing and refreshed surfacing materials will provide added peace of mind for families with young children, while accessibility features like additional benches along walking paths will support seniors and individuals with mobility needs. Together, these updates promote a more inclusive park environment where residents of all ages can comfortably engage in recreation and outdoor activity.

In addition, the introduction of shade trees and improved landscaping will provide long-term environmental and experiential benefits, including reduced heat exposure during peak summer months and enhanced aesthetic appeal throughout the park. Over time, these natural improvements will contribute to a more sustainable and visually cohesive public space.

As part of the landscaping and beautification portion of the project, the City of Vance would also like to partner with the Brookwood High School FFA program. This partnership would provide students with valuable real world experience by allowing them to participate in the planning, planting, and completion phases of a community improvement project. Involvement in the enhancement efforts would help students apply classroom knowledge in a practical setting while fostering civic engagement and workforce development opportunities.

Ultimately, this plan positions Wallace-Tingle Park as a forward-thinking community asset. One that not only meets present day needs but is intentionally prepared for the continued growth of the Vance area. By investing now, the City of Vance ensures the park remains a vibrant, safe, and inviting destination for generations to come.

Budget	
Picnic Table	$3,105.00
Park Benches	$2,636.00
Playground Fencing	$10,000.00
Playground Mulch	$10,000.00
Signage	$2,236.00
Landscaping	$2,000.00
Total	$29,977.00

NELSON ENGINEERING ASSOCIATES, INC.

P.O. Box 1053
Gardendale, Alabama 35071
Providing Engineering Services Since 1981

Robert P. Nelson, P.E.
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May 20, 2026

Honorable Brenda Morrison, Mayor
City of Vance
P. O. Box 193
Vance, Alabama 35490

RE: Proposed Sewer Rate Schedule

Dear Mayor Morrison:

Enclosed is the proposed sewer rate schedule. Please note the current billing versus the proposed schedule:

	Current Rates	Proposed Rates	Increase
Residential			
First 2,000 Gallons	$19.50	$22.40	$ 2.90
All Over 2,000 Gallons	$ 3.90/1,000	$ 5.60/1,000	$ 1.70/1,000
Commercial			
First 2,000 Gallons	$24.50	$37.20	$12.70
All Over 2,000 Gallons	$ 4.50/1,000	$ 7.40/1,000	$ 2.90/1,000
Industrial			
First 2,000 Gallons	$50.00	$97.50	$47.50
All Over 2,000 Gallons	$ 5.80/1,000	$10.40/1,000	$ 4.60/1,000
Average Residential Monthly Bill (Based on 4,000 Gallons/Month)	$27.30	$33.60	$ 6.30

Although the rates represent a significant increase in all users, I do not believe the City has raised rates since 2020. Please note your minimum cost per 1,000 gallons of sewage treated is $5.60/1,000 gallons, based on your 2025 Financial Statements with P&I on System's debt service.

If you have any questions, please feel free to contact me.

Sincerely,

Robert P. Nelson

RPN/mw

(Vance File/RATE REVIEW-SEWER SYS-2026)

RATE REVIEW

VANCE SEWER SYSTEM

Existing Long-Term Debt

	Annual Payment
GUSC Bond - $3,030,000.00 1.09% - 4.0%, Maturity 10-2041	$206,000.00/Year (Maximum)

Revenue Analysis

Annual O&M Expenses (No Labor Costs) (Based on 2025 Financial Statements)	$213,189.00
Labor and Administration Costs (Allow $1,000.00/Month)	$ 12,000.00
Unforeseen O&M Cost Estimated	$ 40,000.00
Maximum Debt Service (P&I)	$206,000.00
Revenue Required	$471.189.00
Additional Revenue Contingency (5%)	$ 23,811.00
Total Revenue Required	$495,000.00
Annual Revenue - 2025 Financial Statements (Sewer Revenue Only, No Impact Fees, See Notes)	$329,409.00
Revenue Deficit	$165,591.00/Year
Minimum Rate Increase Required ($495,000.00 ÷ $329,409.00)	150.3%

Existing Rate Schedule

Residential

First 2,000 Gallons	-	$ 19.50 Minimum
All Over 2,000 Gallons	-	$ 3.90/1,000/Gallons

Commercial

First 2,000 Gallons	-	$ 24.50 Minimum
All Over 2,000 Gallons	-	$ 4.50/1,000/Gallons

Industrial
First 2,000 Gallons - $ 50.00 Minimum
All Over 2,000 Gallons - $ 5.80/1,000/Gallons

SID Industrial
First 2,000 Gallons - $110.00 Minimum
All Over 2,000 Gallons - $ 6.70/1,000/Gallons

Recommended New Rate Schedule

Residential
First 2,000 Gallons - $ 22.40 Minimum
All Over 2,000 Gallons - $ 5.60/1,000/Gallons

Commercial
First 2,000 Gallons - $ 37.20 Minimum
All Over 2,000 Gallons - $ 7.40/1,000/Gallons

Industrial
First 2,000 Gallons - $ 97.50 Minimum
All Over 2,000 Gallons - $ 10.40/1,000/Gallons

SID Industrial
First 2,000 Gallons - $170.60 Minimum
All Over 2,000 Gallons - $ 12.60/1,000/Gallons

		New Rates	Existing Rates	Increase
Average Monthly Residential Bill (Based on 4,000 Gallons/Month	-	$ 33.60	$27.30	123%
Average Monthly Commercial Bill (Based on 4,000 Gallons/Month	-	$ 52.00	$33.50	155%
Average Monthly Industrial Bill (Based on 4,000 Gallons/Month	-	$118.30	$61.60	192%

Minimum Cost of Service Calculation

O&M Costs	-	$265,189.00/Year	
Average Flow Rate	-	210,000/GPD	
Total Annual Flow Volume	-	76,650,000 Gallons	
Minimum Cost of Service ($265,189.00 ÷ 76,650)	-	$ 3.46/1,000 Gallons	(Doesn't Include P&I on Debt Service)
Minimum Cost Per 1,000 Gallons ($431,189.00 ÷ 76,650)	-	$ 5.60/1,000 Gallons	(With P&I on Debt Service)

Notes:

1. Rates based on 2025 Financial Statement. Did not research customer base to determine number of residential users, minimum users, versus commercial and industrial users. Monitor revenues and adjust rates to ensure O&M and amortization costs are covered. Could not determine if GUSC requires debt service coverage (DSR) of typical amounts of 1.2 to 1.25.

2. New Rates based on following Estimated Breakdown of Usage:

Residential	40%	of daily flow to Lagoon
Commercial	35%	of daily flow to Lagoon
Industrial	22%	of daily flow to Lagoon
SID Users	3%	of daily flow to Lagoon

3. Impact Fees are not considered in Revenue, those fees can vary greatly and should be allocated for future capital improvements to the Sewer System.

(Vance File/RATE REVIEW-SEWER SYS-202

To: Brenda Morrison and the Town Council.

Let me begin by saying that I support the Mayor and Council on the job that they are doing for the Town of Vance. The Town is growing and seems to be on sound financial footing. That's great news. With that being said, we have a major problem occurring in the Vance Fire District. From this point forward, I will just refer to as the Board.

On Thursday May 14th the Board was given an ultimatum. The ultimatum is to "fund the fire fighter retirement plan with the State Retirement System of Alabama or our fire fighters are going to quit". I find it hard to not sympathize with their concerns. I have no idea why this wasn't done from the beginning, but it is what it is. Now we have a choice, fund the retirement plan or lose all of our fire fighters. Needless to say, I don't like ultimatums.

Here are the meat and potatoes of the Boards situation.

We have $150,889.85 total in our checking account. The last time we checked on putting our fire fighters on the retirement plan, it was going to cost over $93,000. The Board is checking to get an updated cost. That number may be in the neighborhood of $120,000. That will leave the Board roughly $30,000 for payroll, maintenance, matching money for a generator ($15,000) and general expenses.

It may or may not require the Town to provide funding to keep the Fire Department open. At this time we only have one Fire Fighter on each shift. One Fire Fighter can not fight a fire. The silver lining is that all our Fire Fighter have extensive medical training and many, if not all, are EMT's. That is their main value as I see it and that is essential.

We do have a Mutual Agreement with the Vance Volunteer Fire Department that, at this time is untested. That is our only hope that we can respond to a fire unless we can work out an agreement with Tuscaloosa.

It all boils down to this, the Board will do our best to make this work, it's going to be tight.

In the past, the Town was told that any money spent by the Town had to benefit the Citizens of the Town exclusively. Being that the Board is not authorized to provide fire protection outside the Town Limits. This I don't understand the logic that the Town is not able to help with funding the Vance Protection Fire District. I would question my attorney if that is his stance.

Mike Sanders

Town of Vance
17710 Vance Municipal Drive
P.O. Box 107
Vance, Alabama 35490
Telephone Number (205) 553-8278/ Fax Number (205) 205-633-3731

Mayor, Brenda Morrison
Chief of Police, Tommy Graham
Building Inspector, Johnny Averett
Industrial Inspector, Rick Stallings
Town Engineer, Robert Nelson
Town Clerk, Tracy Burt
Asst. Clerk, Anna Gray

Council Members:
Dianne Averett
Harold McAdory
Debbie Minor
Jay Kelly
Amanda Bell

August 25, 2020

To: Ashley Whittington
Darryl Gray
Cassandra Nelson
Vance Fire District Board Members

From: Brenda Morrison, Mayor
Town of Vance

Re: Billing and Furnishing New Fire Department

In recent months I have verbally communicated to Cassandra Nelson and Jim Standridge that the time has come for the Fire District to assume billing for their fire dues. I also communicated this in a written message to Ashley Whittington on August 20, 2020. In the past, Mayor Mahaffey allowed the Town staff to do your billing as a courtesy because at the time the Fire District had limited funds. It was only to have been temporary but has lasted 13 years. Roger Bryant, the past president of the Fire District Board said it was a conflict of interest for the Town to do the billing because you are dealing with 2 separate entities and funds, Roger is a CPA. With this being said please accept this memo as notice to you all that as of **October 1st 2020** you will be responsible for the Fire District billing. This is a decision I have made as the Mayor and it does not have to be voted on by the council because I supervise the employees of the Town, not the council. My employees are important to me and I listen to their concerns and will always act accordingly.

Also, I have been contacted by the Assistant Fire Chief and asked if the Town will be furnishing the new fire department with furniture, etc. I told him the Town is providing 2 buildings at no charge, water, sewer, electricity, phones, insurance on the buildings and paying on a 1.2 million loan on the new building therefore we cannot furnish the department too. The Town will be spending approximately **$6800** a month to assist the Fire District Board once the new fire department is open. This is a cost of approximately **$81,600** a year to the Town. The Town is facing a lot of uncertainty going forward with the Highway 11 expansion. We will be losing significant tax monies and must tighten our budget because we have a Town to keep open.

I served on the Fire District Board from 2007 to 2019, either as a member or liaison and I know how difficult your job as board members can be because there were many rough patches during my tenure. Thank you for taking the time out of your busy schedule to serve.

Cc: Jim Standridge