

TUSCALOOSA COUNTY COMMISSION

MEETING

January 27, 2010

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:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Probate Judge W. Hardy McCollum presented a 30-year service pin to Louise Williamson of the License Commissioner's Office and thanked her for her dedicated service to Tuscaloosa County.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter, Inc., for engineering services on the following projects:

Brookwood Parkway Extension Project (\$10,975.00)
Patriot Parkway Extension Project (\$14,914.00)
Old Jasper Road Bridge Replacement Project (\$715.00)

Exhibit 1-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of two invoices to Almon Associates for engineering services on the Duncanville Middle School Access Road:

Work completed from October 1, 2009 to November 30, 2009 (\$1,822.00)
Work completed from December 1, 2009 to December 31, 2009 (\$360.00)

Exhibit 1-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of December, 2009.

Exhibit 1-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the vacation of an abandoned portion of Bear Creek Road.

Exhibit 1-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss pending litigation.

Commissioner Don Wallace's motion to approve bids for the Faucett Brothers Activity Building was seconded by Commissioner Reginald Murray. Commissioner Bobby Miller's motion to table was approved on a three-to-two vote with Commissioners Don Wallace and Reginald Murray casting the NAY votes.

A public hearing was held as a part of the Commission Meeting to discuss possible ordinances allowed by the Alabama Limited Self-Governance Act. County Attorney Robert Spence provided copies of "model ordinances."

Exhibit 1-5, Page

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the low bids for Phase 3 of the Courthouse Renovation.

GENERAL CONSTRUCTION

N. C. Morgan Construction Co. \$476,205.00

DRYWALL/ACOUSTICAL/INSTALLATION

Tuscaloosa Acoustical Systems, Inc. \$129,660.00

FLOORING

Rice Floor & Tile, Inc. \$222,650.00

PAINTING

Rebasco Decorators \$34,768.00

PLUMBING

Turner Plumbing, Inc. \$169,900.00

HVAC

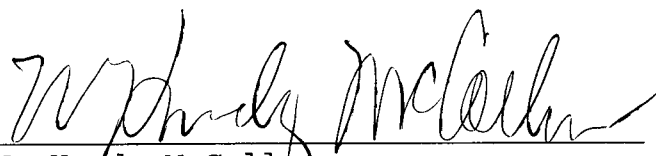
Premier Service Company \$524,878.00

ELECTRICAL

Taylor Electrical, Inc. \$292,500.00

Exhibit 1-6, Page

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 3, 2010.



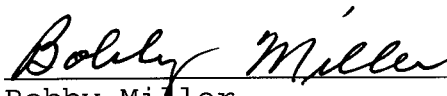
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

December 31, 2009

Bobby Hagler, P.E.
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

Attn: Allan Springer

Re: Brookwood Parkway Extension
Project
Invoice #18
BKI Job No. 3210

For professional services rendered on the referenced project through the month of December 2009.

PAYMENT REQUEST NO. 18

MAX FEE \$ 1,403,177.00

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
Brookwood Parkway Design Phase:				
Survey Services	\$ 99,026.00	100%	\$ 99,022.10	\$ -
Geotechnical Services	\$ 171,600.00	100%	\$ 171,600.00	\$ -
Location Study	\$ 20,000.00	100%	\$ 20,000.00	\$ -
Design Services	\$ 256,805.00	100%	\$ 256,753.45	\$ -
Resident Inspection & Testing Services	\$ 280,000.00	8%	\$ 22,975.00	\$ 10,975.00
Construction Survey Services	\$ 43,450.00	3%	\$ 1,500.00	\$ -
Access Road Design Phase:				
Survey Services	\$ 61,056.00	40%	\$ 24,422.20	\$ -
Geotechnical Services	\$ 124,300.00	0%	\$ -	\$ -
Design Services	\$ 148,000.00	30%	\$ 44,400.00	\$ -
Resident Inspection and Testing Services	\$ 185,440.00	0%	\$ -	\$ -
Construction Survey Services	\$ 13,500.00	0%	\$ -	\$ -
1500 Ft Extention:				
Design Services	\$ 30,000.00	100%	\$ 30,000.00	\$ -
Survey Services	\$ 10,450.00	96%	\$ 10,067.75	\$ -
Geotechnical Services	\$ 9,350.00	100%	\$ 9,350.00	\$ -
Construction Inspection	\$ 28,328.00	0%	\$ -	\$ -

TOTALS: \$ 690,090.50 \$ 10,975.00

LESS PREVIOUSLY INVOICED: (679,115.50)

AMOUNT DUE THIS INVOICE: \$ 10,975.00

BKI Invoice: 47399
JC

received
1-20-10

BURK - KLEINPETER, INC.

Engineers - Architects - Planners - Environmental Scientists
600 Lurleen Wallace Blvd. Ste. 180 - Tuscaloosa, AL 35401-1734 - (205) 759-3221

**Brookwood Parkway Extension
Project Update**

The following is a general update of work performed during the past month.

All work during this period related to the upcoming bid. This included plan production, meetings with contractors and accepting questions. This period also included Pre-Bid preparation.

Questions raised by contractors have been answered and will also be included in the upcoming Addendum.

Written By: Bruce Higginbotham

Date: 1/14/10

CHAIRMAN OF THE BOARD
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VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

December 31, 2009

Mr. Bobby Hagler
Tuscaloosa County Engineering Office
2810 35th Street
Tuscaloosa, Alabama 35401

Re: Patriot Parkway Extension
Invoice #21
BKI Job No. 3196

For professional services rendered on the referenced project through the month of December 2009.

PAYMENT REQUEST NO. 21

MAX FEE \$ 206,500.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	63,624.00	-

TOTALS: \$206,104.00 \$ -

ADDITIONAL SERVICES:

DESIGN:

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN	\$ 69,500.00	100%	\$69,246.00	\$ -
SURVEY	\$ 40,315.00	72%	\$ 29,196.20	\$ 14,914.00
GEOTECHNICAL	\$ 42,350.00	100%	\$ 42,350.00	\$ -

CONSTRUCTION ENGINEERING & INSPECTION:

INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -

TOTAL \$140,792.20 \$ 14,914.00

TOTALS: \$346,896.20

LESS PREVIOUSLY INVOICED: (331,982.20)

BKI Invoice: 47398
JC

AMOUNT DUE THIS INVOICE: \$ 14,914.00

received
1-20-10

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

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VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

December 31, 2009

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

RE: Old Jasper Road Bridge
Invoice #6
BKI Job No. 3338

For professional services rendered on the referenced project through the month of December 2009.

PAYMENT REQUEST NO. 6

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,200.00	76%	\$ 35,215.00	\$ 715.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 20,750.00	0%	\$ -	\$ -
			<u>\$ 42,915.00</u>	<u>\$ 715.00</u>

PREVIOUSLY INVOICED: \$ (42,200.00)
AMOUNT DUE: \$ 715.00

BKI INVOICE: 47409
JC

1-14-09



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

December 1, 2009
Project No: 2006168.00
Invoice No: 0000032

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa, AL 35401

US 82 to Duncanville Middle School

Professional services from October 1, 2009 to November 30, 2009

Professional Personnel

Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)
Complete

Phase I Final Design (NTE \$122,800) (Billed to date \$ 121,569.21)
Complete

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$288,629.50)

	Hours	Rate	Amount
Project Manager I	2.50	120.00	300.00
Staff Engineer	10.00	80.00	800.00
Totals	12.50		1,100.00

Total Phase I Const 1,100.00

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$185,077.50)

	Hours	Rate	Amount
Project Manager I	2.00	120.00	240.00
Professional Engineer	2.00	100.00	200.00
Totals	4.00		440.00

Total Phase II 440.00

Sub-Consultants:

	Invoice	Admin	Total	
Testing				
TTL, Inc.	244.80	37.20	282.00	282.00

Total this invoice \$1,822.00

Status:

Phase I-Design: Complete.
Phase I-Construction Engineering: Project close-out complete.
Phase II-Preliminary Design: 93% complete
Completed new cost estimate based on preliminary quantities for two alternates.
Project now on hold and awaiting additional direction to proceed.

RECEIVED
1-4-10

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

PLEASE RETURN COPY WITH PAYMENT



geotechnical • analytical • materials • environmental

06168.21
JDJ

INVOICE

3516 Greensboro Avenue (35401)
Drawer 1128
Tuscaloosa, Alabama 35403
Telephone 205.345.0816
Facsimile 205.345.0992
www.TTLUSA.com

Decatur . Montgomery . Tuscaloosa ALABAMA
Albany . Valdosta GEORGIA
Nashville TENNESSEE

October 14, 2009
Invoice No: 1008400
Terms: Net 30 days

Bill To:

Accounts Payable
Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

Remit Payment to:

TTL, Inc.
P.O. Drawer 1128
Tuscaloosa, AL 35403
Attn: Accounts Payable

TTL Project 200108076 SE Middle School Road
Construction Materials Testing

For professional services rendered from September 7, 2009 to October 4, 2009.

Personnel

	Hours	Rate	Total Amount
Sr. Project Professional Level V	2.00	118.00	236.00
Totals	2.00		236.00
Total Personnel			236.00

Unit Billing

Vehicle Travel	20.0 miles @ 0.44	8.80	
Total Units		8.80	8.80

Total Amount Due this Invoice: \$244.80

	Current	Prior Invoices	Total Project
Billings to Date	244.80	57,142.04	57,386.84
Total Contract Amount:			89,114.00

*** A service charge of 1 1/2% per month is being applied to all amounts unpaid after 30 days. ***



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

December 31, 2009
Project No: 2006168.00
Invoice No: 0000033

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa, AL 35401

US 82 to Duncanville Middle School

Professional services from December 1, 2009 to December 31, 2009

Professional Personnel

Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)
Complete

Phase I Final Design (NTE \$122,800) (Billed to date \$ 121,569.21)
Complete

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$290,371.50)

	Hours	Rate	Amount
Project Manager I	0.00	120.00	0.00
Staff Engineer	4.50	80.00	360.00
Totals	4.50		360.00

Total Phase I Const 360.00

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$185,077.50)

	Hours	Rate	Amount
Project Manager I	0.00	120.00	0.00
Professional Engineer	0.00	100.00	0.00
Totals	0.00		0.00

Total Phase II 0.00

Sub-Consultants:

Testing (none this period)	Invoice	Admin	Total

Total this invoice \$360.00

Status:

Phase I-Design: Complete.
Phase I-Construction Engineering: Project close-out complete.
Phase II-Preliminary Design: 93% complete
Completed new cost estimate based on preliminary quantities for two alternates.
Project now on hold and awaiting additional direction to proceed.

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2 PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

PLEASE RETURN COPY WITH PAYMENT



Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

2008 12th Street
Tuscaloosa, AL 35401

phone: 205.349.2100
fax: 205.349.2107

web: www.almonassociates.com

January 6, 2010

Mr. Bobby Hagler
County Engineer
Tuscaloosa County, Alabama
2810 35th Street
Tuscaloosa, Alabama 35402

RE: Southeast Middle School Access Road and Realignment of Bear Creek Road

Dear Mr. Hagler,

Please find attached our last invoice on the above referenced project in the amount of \$360.00. This invoice includes the work performed during the month of December, 2009, which included some time for reviewing and processing the contractor's final pay request.

We have enjoyed working with the County and the Engineering office staff on this project, and we will be happy to continue the work for the Phase II, once the county decides to proceed.

If you have any questions or need any additional information please let me know.

Sincerely,
Almon Associates, Inc.

Jeremy D. Jones, P.E.
Associate

JDJ:jdj

Cc: File

received
1/13/10

CIVIL ENGINEERING

SITE DESIGN • ENVIRONMENTAL • STRUCTURAL DESIGN • SURVEYING • MAPPING • TRANSPORTATION • WATER RESOURCES

MONTH OF: DECEMBER , 2009

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	26515, 1634-2060	\$5,170,216.34
112 SPECIAL SALES TAX		
116 ROAD & BRIDGE	8142-8266, 101-173	\$2,485,865.55
117 CAPITAL IMPROVEMENT		
120 RRR GAS TAX		\$223,910.35
160 REAPPRAISAL	1334-1352	
710 COMMUNITY DEVELOP	90892-90967	\$1,802,348.05
	48748-49294	\$350,833.97
	23049-24361	\$1,416,824.58
720 PAYROLL-DIR DEP		
750 EXCESS LAND SALES		\$40,678.05
761 PISTOL PERMIT	3489-3519	
780 DA WORTHLESS CK		\$47,591.81
781 E911	4266-4279	
783 GAS TAX BONDING		\$15,066.99
784 WORKMEN'S COMP	5113	\$32.77
785 TAX COLL SPECIAL	271	\$952.44
786 TAX ASSR SPECIAL	1646-1649	
787 MFG HOMES		
	MOTOR VEH TRAINING	

\$11,554,320.90

CHECKED BY: 

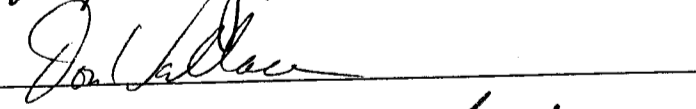
WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

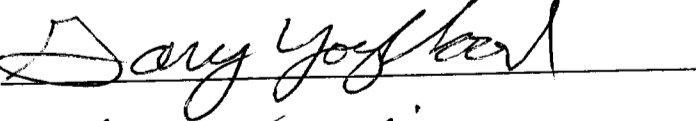
CHAIRMAN, W. HARDY MCCOLLUM



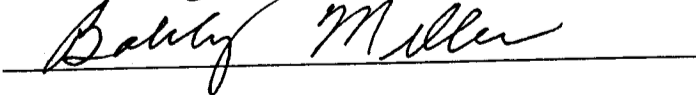
COMMISSIONER, DON WALLACE




COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



**RESOLUTION AUTHORIZING THE VACATION OF A RIGHT-OF-WAY
ON OLD BEAR CREEK ROAD IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owners of the land abutting that certain right-of-way depicted on, and more particularly described in Exhibits "A" and "B," said Exhibits being attached hereto and incorporated herein by reference, Bear Creek, LLC, an Alabama limited liability company, and Regions Bank, successor by merger with AmSouth Bank, as Trustee of The Hugh Kaul Foundation, an Alabama charitable trust dated September 11, 1989 (hereinafter referred to as the "Owners"), allege that they own all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

WHEREAS, said right-of-way does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission to the vacation of said right-of-way has been requested and is desired by the Owners; and,

WHEREAS, it appears to the Tuscaloosa County Commission, that the vacation of said right-of-way, as hereinafter described, will not deprive other property owners of their right to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, Alabama, as follows:

1. That it is in the interest of the public that the right-of-way located in Tuscaloosa County, Alabama, as depicted on and described in Exhibit "A" hereto, be vacated.

2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as depicted on, and described in Exhibit "A" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to the portion of right-of-way described in Exhibit "B" hereto shall vest in Bear Creek, LLC, an Alabama limited liability company, and title to the portion of right-of-way described in Exhibit "C" hereto shall vest in Regions Bank, successor by merger with AmSouth Bank, as Trustee of The Hugh Kaul Foundation, an Alabama charitable trust dated September 11, 1989.

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owners in order that the same may be attached to and recorded with the Owners' Petition for Vacation of said above-described right-of-way.

RESOLVED AND DONE this 27th day of January, 2010.

TUSCALOOSA COUNTY COMMISSION

By: W. Hardy McCollum
W. Hardy McCollum, Judge of Probate

ATTEST:

M. S. Vines
Melvin Vines, County Administrator

APPROVED THIS THE 27th DAY OF January, 2010.

EXHIBIT "A"

**VACATION OF RIGHT-OF-WAY
OLD BEAR CREEK ROAD**

All of that portion of the right-of-way of Old Bear Creek Road lying west of the New Bear Creek Road right-of-way, lying in Section 4, Township 24 North, Range 6 East, and in Fractional Section 33, Township 22 South, Range 9 West south of the south right-of-way margin of Duncanville Middle School south entrance road, Tuscaloosa County, Alabama as generally depicted on the drawing attached hereto, less and except the following parcels:

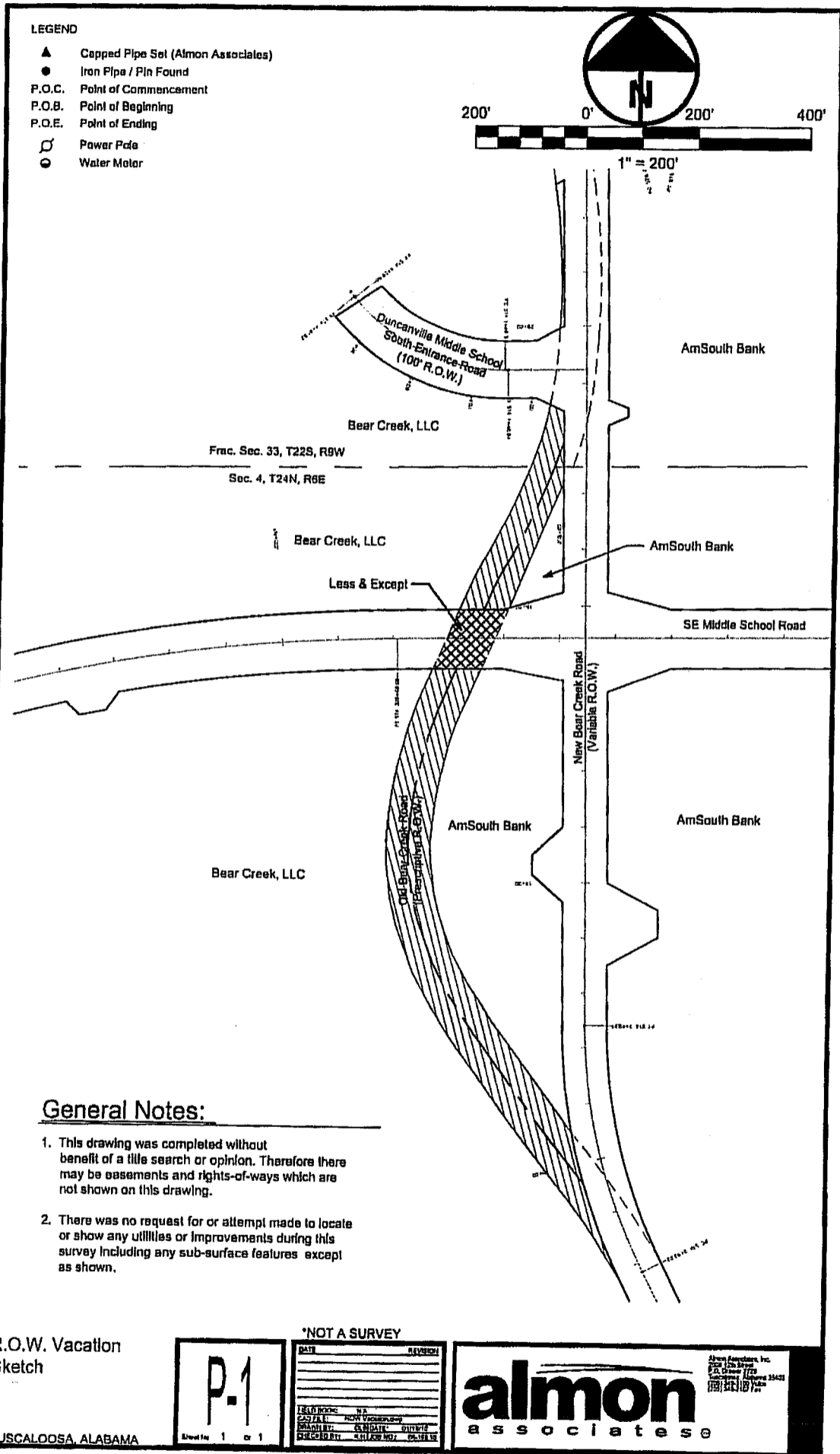
A Parcel of land lying and being in the Northwest Quarter of Section 4, Township 24 North, Range 6 East, Tuscaloosa County, Alabama, containing 0.108 acres, more or less, being the western portion of the Old Bear Creek Road right-of-way intersecting Southeast Middle School Road, and more particularly described as follows:

Begin at a point being 50.00 feet North of and right angle to Project Centerline Station 303+64.50; thence Southwesterly a distance of 117.72 feet to a point being 57.00 feet South of and right angle to Project Centerline Station 303+15.43; thence Southwesterly a distance of 43.80 feet to a point being 57.00 feet South of and right angle to Project Centerline Station 302+71.63; thence Northeasterly a distance of 117.59 feet to a point being 50.00 feet North of and right angle to Project Centerline Station 303+20.39; thence Easterly a distance of 44.10 feet to the Point of Beginning.

A Parcel of land lying and being in the North Half of Section 4, Township 24 North, Range 6 East, Tuscaloosa County, Alabama, containing 0.108 acres, more or less, being the eastern portion of the Old Bear Creek Road right-of-way intersecting Southeast Middle School Road, and more particularly described as follows:

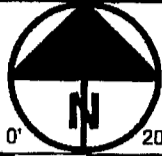
Begin at a point being 50.00 feet North of and right angle to Project Centerline Station 303+64.34, said point being on the existing Centerline of Bear Creek Road; thence Easterly a distance of 35.67 feet to a point being 50.00 feet North of and right angle to Project Centerline Station 304+00.01; thence Northeasterly a distance of 9.93 feet to a point being 52.68 feet North of and right angle to Project Centerline Station 304+09.58, said point being on the existing East Right-of-Way of Bear Creek Road; thence Southwesterly along said Right-of-Way a distance of 120.67 feet to a point being 57.00 feet South of and right angle to Project Centerline Station 303+59.27; thence Westerly a distance of 43.84 feet to a point being 57.00 feet South of and right angle to Project Centerline Station 303+15.43, said point being on the existing Centerline of Bear Creek Road; thence Northeasterly along said Centerline a distance of 117.65 feet to the Point of Beginning.

EXHIBIT "A" (page 2)



LEGEND

- ▲ Capped Pipe Set (Almon Associates)
- Iron Pipe / Pin Found
- P.O.C. Point of Commencement
- P.O.B. Point of Beginning
- P.O.E. Point of Ending
- Power Pole
- Water Meter



200' 0' 200' 400'

1" = 200'

General Notes:

1. This drawing was completed without benefit of a title search or opinion. Therefore there may be easements and rights-of-ways which are not shown on this drawing.
2. There was no request for or attempt made to locate or show any utilities or improvements during this survey including any sub-surface features except as shown.

*NOT A SURVEY

R.O.W. Vacation Sketch

P-1
Sheet No 1 of 1

DATE	REVISION

almon
associates

Almon Associates, Inc.
2007 12th Street
P.O. Box 7720
Tuscaloosa, Alabama 35402
(205) 336-1127

TUSCALOOSA, ALABAMA

EXHIBIT "B"

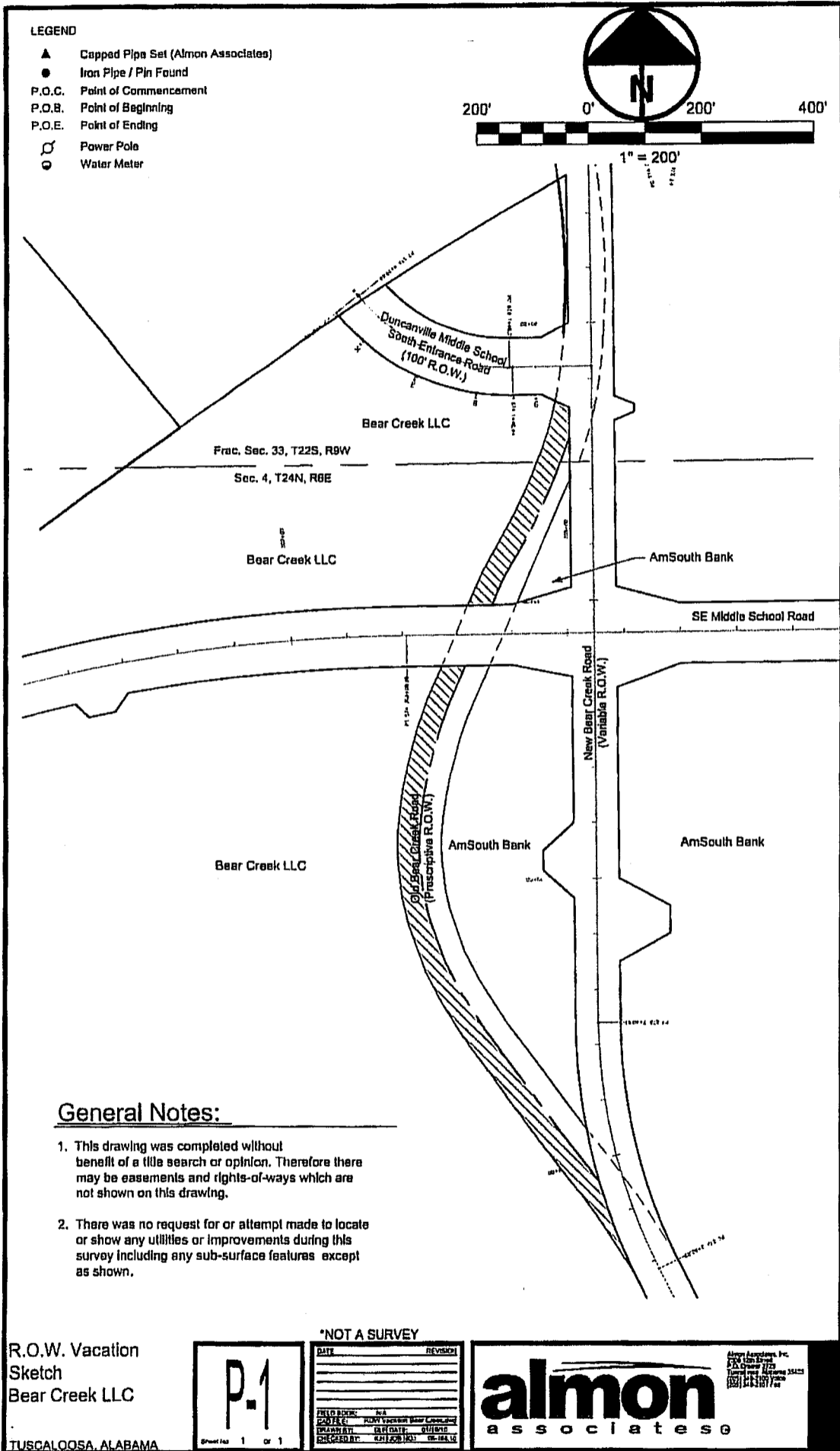
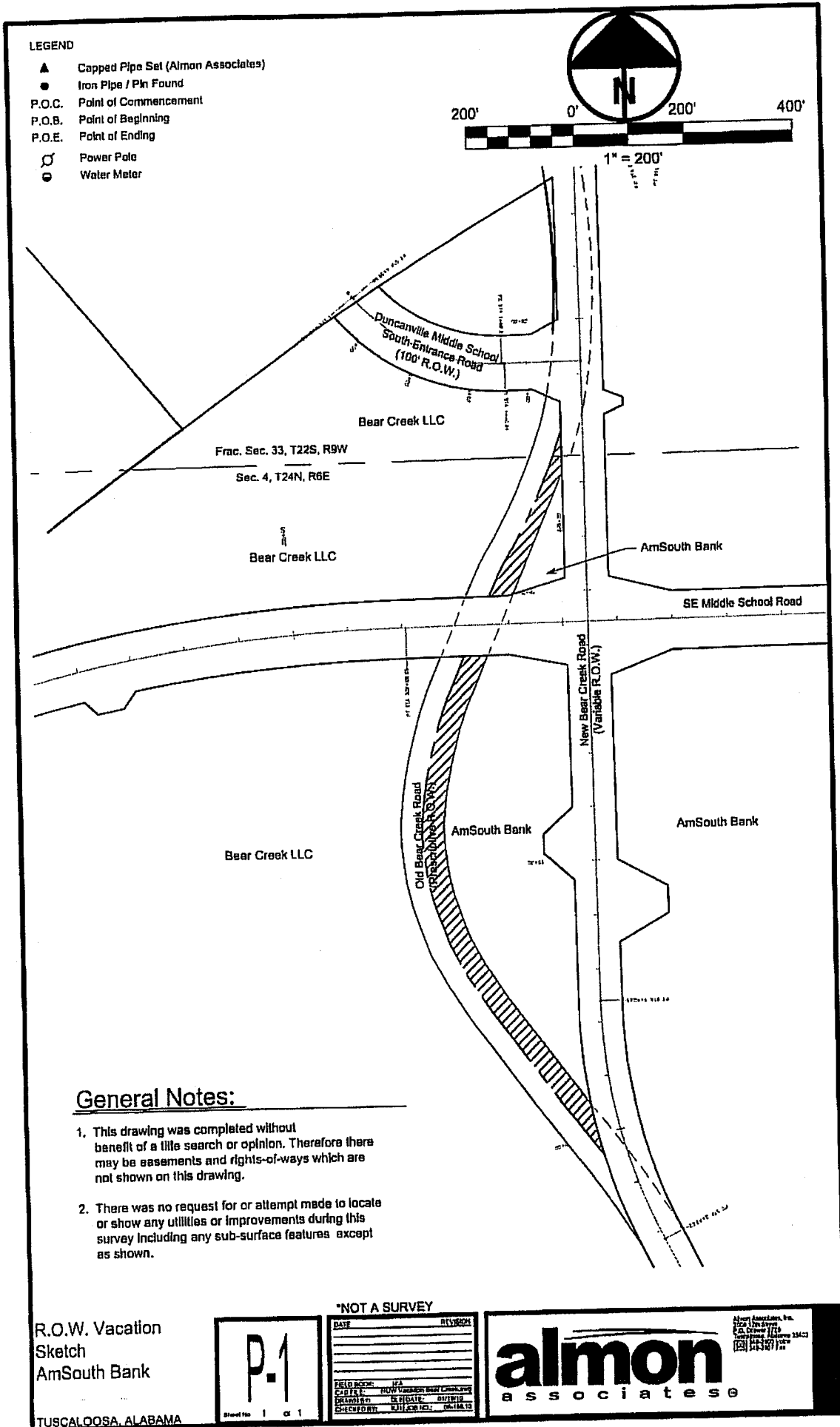


EXHIBIT "C"



**RESOLUTION AUTHORIZING THE VACATION OF A RIGHT-OF-WAY
ON SOUTHFORK DRIVE IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owner of the land abutting that certain right-of-way depicted on, and more particularly described in Exhibit "A," said Exhibit being attached hereto and incorporated herein by reference, Group Properties, LLC, an Alabama limited liability company, (hereinafter referred to as the "Owner"), alleges that it owns all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

WHEREAS, said right-of-way does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission to the vacation of said right-of-way has been requested and is desired by the Owner; and,

WHEREAS, it appears to the Tuscaloosa County Commission, that the vacation of said right-of-way, as hereinafter described, will not deprive other property owners of their right to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, Alabama, as follows:

1. That it is in the interest of the public that the right-of-way located in Tuscaloosa County, Alabama, as depicted on and described in Exhibit "A" hereto, be vacated.
2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as depicted on, and described in

Exhibit "A" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" shall vest in Group Properties, LLC, an Alabama limited liability company.

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owner in order that the same may be attached to and recorded with the Owner's Petition for Vacation of said above-described right-of-way.

RESOLVED AND DONE this 27th day of January, 2010.

TUSCALOOSA COUNTY COMMISSION

By: W. Hardy McCollum
W. Hardy McCollum, Judge of Probate

ATTEST:

M. A. Vines
Melvin Vines, County Administrator

APPROVED THIS THE 27th DAY OF January, 2010.

EXHIBIT "A"

**VACATION OF RIGHT-OF-WAY
SOUTHFORK DRIVE**

An eighty foot (80') right-of-way lying and being in the north half of Section 3 Township 24 North, Range 6 East, Tuscaloosa County, Alabama as generally depicted on the drawing attached hereto and being more particularly described as follows:

All of that portion of Southfork Drive lying south of the south right-of-way of Southeast Middle School Road and west of the west right-of-way of U.S. Highway 82.

STATE OF ALABAMA

DRAFT 1

COUNTY OF TUSCALOOSA

ORDNANCE OF THE TUSCALOOSA COUNTY COMMISSION

BE IT ORDAINED by the Tuscaloosa County Commission as follows:

1. This ordinance is adopted pursuant to the provisions of The Alabama Limited Self-Governance Act, Code of Alabama § 13-3A-1, et sec. All exceptions and limitations contained in The Alabama Limited Self-Governance Act shall apply to this ordinance.

2. This ordinance pertains to the control of litter or rubbish and the control of areas which create a public nuisance because of an accumulation of junk. This ordinance does not apply to duly licensed junkyards.

3. This ordinance applies within specific parts of the unincorporated areas of Tuscaloosa County; that is, in all areas of Tuscaloosa County outside of the city limits of the incorporated municipalities of Tuscaloosa County, but within the police jurisdiction of those municipalities that adopt ordinances allowing Tuscaloosa County to enforce the provisions of the Alabama Self-Governance Act within their police jurisdictions.

4. For the purposes of this ordinance, the following definitions shall apply:

(a) **GARBAGE.** Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage. (Code of Alabama, ' 22-27-2(7)).

(b) **HAZARDOUS WASTES.** Those wastes defined in the Hazardous Waste Management Act of 1978, as amended. (Code of Alabama, ' 22-30-21, et seq.).

(c) **JUNK.** Old or scrap copper, brass, rope, rags,

batteries, paper trash, rubber debris, waste or junked, dismantled or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or nonferrous material. (Code of Alabama, ' 23-1-241(1)).

(d) LITTER. Rubbish, refuse, waste material, garbage, dead animals or fowl, offal, paper, glass, cans, bottles, trash, scrap metal, debris, or any foreign substance of whatever kind and description, and whether or not it is of value. (Code of Alabama ' 13A-7-29).

(e) PERSON. A natural person or persons, partnerships, corporations, unincorporated associations, or any other legal entity of any kind whatsoever or any combination of any of the entities enumerated herein.

(f) RUBBISH. Nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves, and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees Fahrenheit. (Code of Alabama, ' 22-27-2(16)).

5. It shall be unlawful and shall constitute a public nuisance for the owner, lessee, or person in possession or control of any parcel of land within the unincorporated area of Tuscaloosa County to fail to keep the parcel free from garbage, hazardous wastes, junk, litter, rubbish, one or more inoperable motor vehicles or one or more motor vehicles which do not have a current license tag (unless such motor vehicles are within an enclosed garage or other enclosed building, behind a fence or structure, or otherwise not visible from the public right-of-way, inoperable or unused appliances, household furniture, used motor vehicle tires, any materials within which water may accumulate or which may shelter or encourage the growth of insects, rodents, or snakes, or materials which generate obnoxious odors and, thereby, cause a substantial diminution in the value of other property or which threaten the health or safety of any citizen.

6. Any person violating this ordinance shall be fined an amount not to exceed One Hundred Fifty and No/100 Dollars (\$150.00) for each calendar day the violation continues, however, the total fine shall not exceed Five Thousand and No/100 Dollars (\$5,000.00), and, in addition thereto, shall be taxed with administrative fees which shall not exceed the

actual cost of the implementation and enforcement of this ordinance.

7. The County Administrator, or his designee, is hereby authorized and empowered by the Tuscaloosa County Commission to determine if a person is in violation of this ordinance. If the County Administrator, or his designee, shall determine a person to be in violation of this ordinance, the County Administrator, or his designee, shall issue a written citation to the person describing the basis for the determination that the ordinance has been violated, which notice shall be served upon the person by personal delivery to the person or by mailing the citation to the person by certified mail, return receipt requested, or by attaching a copy of the citation to the front door of a dwelling upon the parcel of land or by leaving a copy of the citation with a person who is nineteen (19) years or older at a dwelling upon the parcel of land. If the ordinance has been violated, the owner and the lessee, if any, and the person in possession or control of the parcel of land are all in violation of the ordinance and all shall be served with a citation.

8. The person to whom any such citation is directed shall have thirty (30) calendar days from service of the citation as described above to bring the parcel of land into compliance with the provisions of this ordinance. If the person fails or refuses to bring the parcel of land into compliance with the provision of this ordinance within the said thirty (30) days, the County Administrator, or his designee, shall determine the amount of the fine for violation of this ordinance and the amount of the administrative fee, and shall notify the person of the amount of the fine and administrative fee by one of the methods of notification set out in paragraph 7 above.

9. Any person issued a citation for violation of this ordinance may appeal to the Tuscaloosa County Commission to contest such citation for an alleged violation of this ordinance. Any person desiring to so appeal to the Tuscaloosa County Commission must, within ten (10) calendar days of receipt of the citation file a written notice of appeal with the Tuscaloosa County Commission at the offices of the Tuscaloosa County Commission in the basement of the Tuscaloosa County Courthouse and pay a One Hundred and No/100 Dollar (\$100.00) administrative fee. If a notice of appeal and the administrative fee is mailed to the Tuscaloosa County Commission, the date the notice of appeal and payment of the fee are received by the Tuscaloosa County Commission is the date of its filing in regard to whether or not such notice of appeal was filed within ten (10)

calendar days. No notice of appeal shall be filed without the payment of the administrative fee, which shall be refunded if the appeal is upheld by the Commission or the violation is not determined to cause a substantial diminution in the value of other property.

10. In addition to all other remedies available pursuant to this ordinance, in the event that a person who has been assessed a fine and administrative fees for the violation of any provision of this ordinance fails to pay such fines and administrative fees within thirty (30) days of their assessment or fails to remove from the parcel of land those things constituting a violation of this ordinance, the Tuscaloosa County Commission may file suit against the person to collect the unpaid fines and administrative fees and to abate the public nuisance. Where a person found to be in violation of this ordinance is determined to be financially unable to pay the fine imposed, the Commission shall levy a lien upon the affected property for the unpaid fines and fees.

11. This ordinance shall take effect on _____, 2010.

TUSCALOOSA COUNTY COMMISSION

W. Hardy McCollum, Chairman

Melvin Vines, County Administrator

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Tuscaloosa County Litter Ordinance

Section 1 – Purpose and Authority

Pursuant to the authority granted to the Tuscaloosa County Commission under *Code of Alabama* (1975), § 11-3A-1 *et seq.* upon approval by its citizens in a referendum held on _November 7, 2006 therefore be it ordained by the Tuscaloosa County Commission as follows:

The Tuscaloosa County Commission finds that it is in the best interest of the citizens of the county to adopt and implement rules and regulations regarding litter in order to protect its citizens from public nuisances relating to public welfare, health and safety within the unincorporated areas of the county. In order to address these concerns and pursuant to the authority granted to the Tuscaloosa County Commission under *Code of Alabama* (1975), § 11-3A-1 *et seq.*, the Tuscaloosa County Commission has adopted the following Ordinance on litter on _____ at the regular commission meeting of the Tuscaloosa County Commission, which adoption is evidenced by Resolution No. _____, attached hereto as addendum A.

Section 2 -- Jurisdiction

This Ordinance shall only apply within the unincorporated areas of the county, and shall in no way be in effect or in force within the municipal limits of any municipality within the county unless amended with the approval of the appropriate city council and the Tuscaloosa County Commission. Additionally, this Ordinance shall in no way affect any protections granted to any persons or businesses pursuant to *Code of Alabama* (1975), § 6-5-127 or *Code of Alabama* (1975), § 11-3A-1 *et seq.*

Section 3 -- Definitions

For the purpose of this Ordinance, the following terms shall have the following meaning:

Litter -- Rubbish, refuse, waste material, garbage, dead animals or fowl, offal, paper, glass, cans, bottles, trash, scrap metal, debris, or any foreign substance of whatever kind and description, and whether or not it is of value. Any agricultural product in its natural state that is unintentionally deposited on a public highway, road, street, or public right-of-way shall not be deemed litter.

Rubbish -- Solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees Fahrenheit.

Litter or Rubbish Nuisance -- An accumulation of litter and/or rubbish which creates a public nuisance as provided in this Ordinance.

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Mandatory Solid Waste Collection Program – A program adopted by the county commission pursuant to *Code of Alabama* (1975), § 22-27-1 *et seq.* requiring that all residents living in the unincorporated areas of the county subscribe to and pay assessed fees for the solid waste collection program adopted by the county commission, unless properly exempted from participation as authorized under the law.

Section 4 – Establishment of Litter or Rubbish Nuisance

It shall be unlawful for property owners to allow the accumulation of litter or rubbish in a manner that presents a threat to public welfare, health and safety such that the litter or rubbish constitutes a public nuisance as defined in *Code of Alabama* (1975), § 6-5-120 and § 6-5-121. Further, it shall be unlawful and shall constitute a public nuisance for any person to fail to subscribe to the mandatory solid waste collection program under the rules and regulations established by the Tuscaloosa County Commission pursuant to *Code of Alabama* (1975), § 22-27-3, unless such person is granted an exception as provided therein.

Section 5 -- Investigation and Enforcement

The Tuscaloosa County Commission shall appoint one or more persons as Ordinance Enforcement Officer [hereinafter "Officer"] charged with the administration and enforcement of the provisions of this Ordinance. This officer may be an employee of the county or may be someone performing these duties under contract with the county commission.

Such officer shall patrol the unincorporated areas of the county on a regular basis in an effort to monitor compliance with this Ordinance by the citizens of the county. Additionally, any citizen with a complaint alleging a violation of one or more of the provisions of this Ordinance may contact the officer and request that the matter be investigated. The officer shall only investigate upon a citizen complaint where sufficient information is provided and where the citizen provides the officer with his or her name, address, and telephone number and agrees to sign a formal written complaint, if requested to do so.

For the purpose of discharging the duties imposed by this Ordinance and to enforce its provisions and abate a nuisance as determined by the Tuscaloosa County Commission, the officer is empowered to enter upon any premises upon which litter and/or rubbish exists in a manner that is consistent with the creation of a public nuisance as defined in *Code of Alabama* (1975), § 6-5-120 and § 6-5-121 or upon any premises at which a person is required to participate in a mandatory solid waste collection program but has failed to do so, but only as necessary to investigate any alleged violation of this Ordinance or to issue notices and citations for any violation.

Whenever the Officer ascertains that litter and/or rubbish is present upon the premises in such manner as to be a public nuisance or that a person is required to participate in a mandatory solid

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waste collection program but has failed to do so, he or she shall cause a notice of sufficient size and weatherproofing to be placed upon the property. In addition to posting, he or she shall mail such notice by certified mail, return receipt requested, to the owner of the premises upon which the nuisance exists as shown by the county's real estate tax records (hereinafter "owner") and to the address of the premises upon which the nuisance exists.

The Notice required shall be substantially in the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY. This property located at (set forth street address and brief description of property location) is creating a public nuisance in violation of Ordinance No. _____ in that:

_____ It contains litter and/or rubbish or

_____ The owner has not subscribed to the county's mandatory solid waste collection program

Corrective action to abate this nuisance must be taken within ten (10) days from the date of this notice by:

_____ Removing the litter or rubbish or properly storing it within ten (10) days from the date of this notice or

_____ Properly subscribing to the mandatory solid waste collection program and paying all collection charges due.

If the above-marked corrective action is not taken within ten (10) days from the date of this notice as required under Section 4 of Tuscaloosa County Ordinance No. ____, a citation for violation of this Ordinance shall be issued to the owner of this property who shall be subject to fines and to administrative fees equal to any costs incurred by Tuscaloosa County in the abatement of the nuisance. Any questions regarding this notice should be directed to (insert name telephone number of Ordinance Officer).

The notice shall not be less than eight (8) inches by ten (10) inches and shall be sufficiently weatherproof to withstand normal exposure to the elements for a period of ten (10) days.

If the litter or rubbish described in the notice is removed or properly stored within ten (10) days after posting of the notice or if the person subscribes to the mandatory solid waste collection program and pays any outstanding charges, there shall be no citation issued and no fines or administrative fees assessed. However, if a second violation of this Ordinance is found on the same property within twelve months from the date of notice of the first violation, the owner of

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the property upon which the violation is found shall be issued a citation as provided herein and shall not be granted the opportunity to avoid payment of fines and administrative fees by abating the nuisance prior to issuance of the citation.

If at the end of ten (10) days after posting such Notice, the owner of the property upon which the litter or rubbish described in such notice is located has not removed or properly stored the litter or rubbish or the person has not subscribed to the mandatory solid waste collection program and paid all charges due, the Officer shall issue a citation to the owner in a form approved by the Tuscaloosa County Commission, which citation shall state with specificity:

- a) the alleged violation for which the citation is issued;
- b) a description of the litter or rubbish creating the alleged violation or the failure of the person to subscribe to the mandatory solid waste collection program;
- c) the process and procedures for abatement of the public nuisance and payment of any assessed fines and administrative fees;
- d) information advising that the matter will be presented to the Tuscaloosa County Commission for consideration of the alleged violation and fines and administrative fees; and
- e) information regarding the owner's right to appear before the Tuscaloosa County Commission when it considers the alleged violation and fines and administrative fees and appeal the issuance of the citation.

Copies of all notices and citations shall be provided to the Tuscaloosa County Commission, which shall set a date for action on the citation no less than 45 days following the issuance of the citation. The owner shall be notified by certified mail, return receipt requested, of the date, time and place of the County Commission meeting at which action will be taken. Notice shall also be posted in a public location within the courthouse.

When considering action on the citation, the Officer shall present to the Tuscaloosa County Commission all relevant information supporting the citation. The owner of the property, and if different from the owner, the resident, shall also be given the opportunity to speak and to contest the issuance of the citation should he or she be present at the meeting. Following the receipt of information from the officer as well as from the property owner, the Tuscaloosa County Commission shall take action on the citation, finding either that the presence of litter or rubbish on the property or the failure to subscribe to the mandatory solid waste collection program constitutes a public nuisance which has not been properly abated or that the citation should be dismissed.

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Section 6 -- Corrective Action

If the Tuscaloosa County Commission determines that the presence of litter or rubbish or the failure to subscribe to the mandatory solid waste collection program constitutes a public nuisance which has not been properly abated, notice of said determination shall be given as provided in Section 7. The owner of the property shall be subject to a fine for the determination of the nuisance of not more than \$150 and an administrative fee equal to the amount expended thus far by the county in enforcing this Ordinance. Following such determination, the following shall apply for the abatement of the continuing nuisance.

1. The owner shall be given thirty (30) days to eliminate the nuisance and avoid the assessment of additional administrative fees equal to the cost of the county abating the nuisance by either:
 - a) Subscribing to the mandatory solid waste collection program, if the violation is for the failure to subscribe, or
 - b) Removing the litter or rubbish creating the litter or rubbish nuisance to the satisfaction of the Officer

The owner shall notify the Officer immediately of the date on which he or she believes that the nuisance has been abated. The Officer shall then verify that appropriate action has been taken and report this to the Tuscaloosa County Commission. Each day in which the violation is not abated as provided herein shall constitute a separate public nuisance and subject the owner to additional fines in the amount of \$150 per day. Upon verification by the Officer that the nuisance has been properly abated, the Officer shall advise the owner of the additional amount due for fines as set out herein, and upon the payment of all assessed fines and administrative fees, the matter shall be closed.

2. If the nuisance is not abated by the owner within thirty (30) days of the date of the Notice required in Section 7, the Officer may enter upon the premises and remove and immediately dispose of all items constituting the nuisance as determined by the Tuscaloosa County Commission. An administrative fee equal to the cost of such abatement, plus the fine of \$150 per day with the maximum fine of \$5000 from the date of the determination of the nuisance to the date of its abatement shall be assessed against the property owner.

All fines and administrative fees shall be paid to the Clerk of Tuscaloosa County who shall provide the Officer with verification of all payments made.

In addition to all other remedies available pursuant to this Ordinance, in the event that an owner who has been assessed fines and administrative fees for the violation of any provision of this Ordinance fails to pay such fines and administrative fees due within thirty (30) days of issuance, the officer may, on behalf of the county, bring action against the owner for the unpaid fines and administrative fees in the Tuscaloosa County Circuit Court.

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Section 7 – Notice of Nuisance Determination

If the Tuscaloosa County Commission determines that the presence of litter or rubbish constitutes a public nuisance as provided in Section 5, written notice to that effect shall be mailed, certified mail, return receipt requested, to the owner and to the address of the premises upon which the nuisance exists, which notice shall advise each of the following:

- 1) That the Tuscaloosa County Commission has determined that the presence of litter or rubbish on the property or the failure to subscribe to the mandatory solid waste collection program constitutes a public nuisance which has not been abated;
- 2) A description of the litter or rubbish constituting the nuisance;
- 3) That the property owner has thirty (30) days from the date of the notice to eliminate the nuisance under the procedures set out in Section 6;
- 4) That additional administrative fines and penalties shall be assessed as set out in Section 6;
- 5) That if the property owner fails to eliminate the nuisance within thirty (30) days, the Officer may enter onto the premises to remove and immediately dispose of all items constituting the nuisance as determined by the Tuscaloosa County Commission;
- 6) That in the event the Officer removes and disposes of the nuisance, the property owner will be assessed an administrative fee equal to the cost of abatement in addition to other assessed fines and fees; and
- 7) The name, address, and telephone number of the Officer to contact with regard to the abatement of the nuisance or any other matters contained in the notice.

Section 8 – Records

It shall be the duty of the Officer to keep, or cause to be kept, accurate and detailed records of:

- a) The date and method of disposition of all litter or rubbish coming into the officer's custody;
- b) All incidents and investigations conducted under this Ordinance, including but not limited to, all notices and citations issued, all correspondence to and from persons noticed or cited under this Ordinance, and minutes of all county commission proceedings relevant to any and all notices and citations issued; and
- c) All monies collected and expended in the administration and enforcement of this program.

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All such records shall be open to the public for inspection at reasonable times, shall be available to such persons responsible for similar records of the county, and shall be audited in the same manner as other county records are audited.

NOISE ORDINANCE

Intent.

It is the intent of the County Commission to endeavor to provide citizens with an environment free from such excess sounds or noise as may jeopardize their health, welfare and safety, or degrade the quality of life. Definitions.

For the purposes of this article:

Construction activities shall mean any and all activity incidental to the construction, erection, demolition, assembling, altering, installing or equipping of buildings, structures, roads or appurtenances thereto, including land clearing, grading, excavating and filling.

Construction equipment shall mean construction activity utilizing any equipment or devices such as, but not limited to, pile drivers, power shovels, derricks, hoist tractors, loaders, rollers, concrete hauling motor vehicles, pavement breakers, bulldozers, crawlertractors, rotatory drills and augers, cranes, ditchers, trenchers, scrapers, wagons, pumps, compressors, pneumatic power equipment, or other mechanical apparatus operated by fuel or electric power in the construction, repair or demolition of any building, structure, land, street, alley, waterways, or appurtenance thereto.

db(A) shall mean a measure of sound pressure level in decibels on the A-weighted scale.

Decibel meter shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) section 1.4, 1971(r. 1976) standards for type 2 special purpose meters.

Device shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.

Domestic power equipment shall mean any equipment or device used for routine home or building repairs and grounds maintenance.

Noise shall mean any sound which exceeds the prescribed decibel levels at a time and location described in the article.

Person shall mean and include any individual, corporation, association, partnership or limited partnership.

Property line shall mean the boundary line distinguishing ownership or the common wall of a townhouse, condominium or leased premises.

Sound shall mean that which is or can be heard, or particularly a temporal and spatial oscillation in pressure, or other physical quality, in a medium with internal forces that cause compression and rarefaction of that medium and which propagates at finite speed to distant points.

Sound-amplifying equipment shall mean any machine or device for the amplification of the human voice, music or any other sound or noise.

Noise restrictions.

(a) *General Restriction.* It shall be unlawful for any person to use, operate or permit to be used or operated any device, radio, musical instrument, television, phonograph, drum, sound-amplifying equipment or device which produces or reproduces sound either stationary or mobile, in such a manner so as to create any sounds or noise which exceeds ninety (90) db(A) during the hours of 6:00 a.m. until 9:00 p.m. or which exceeds eighty (80) db(A) from 9:00 p.m. until 6:00 a.m. at any property line or upon any public street or right-of-way within the county but outside of the jurisdiction of any incorporated municipality or its police jurisdiction.

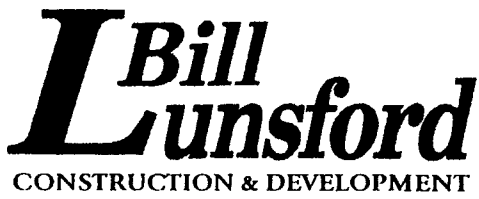
(b) *Loud or raucous sounds or noises.* It shall be unlawful for any person to willfully make, cause or continue any noise which disturbs the peace or quiet which exceeds ninety (90) db(A) during the hours of 6:00 a.m. until 9:00 p.m. or which exceeds eighty (80) db(A) from 9:00 p.m. until 6:00 a.m. at any property line or upon any public street or right-of-way within the county but outside of the jurisdiction of any incorporated municipality or its police jurisdiction.

(c) *Responsibility for creation of noise.* Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody or control shall be presumed responsible for any such sound or noise.

Exceptions.

(a) *Emergency and public work.* Noise or sound created in the performance of public service by governmental agencies or their contractors; or emergency work engaged in by persons for the public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this article.

(b) *Noises from authorized activities.* The prohibitions of this article shall not apply to air traffic at the Tuscaloosa Municipal Airport, parades, cultural event, athletic games, state or county fairs, or functions conducted pursuant to a permit specifically approved by the County Commission or other appropriate governmental agency. Issuance of a



**A Renovation for the Tuscaloosa County Courthouse
1st floor
Project # 0102.4**

Low Bidders for the above mentioned project are:

Trade Pkg. #1 – GC	Watkins Const., Co., Inc.	\$ 476,567.00
Trade Pkg. #2 - Drywall	Tuscaloosa Acoustical	\$ 129,660.00
Trade Pkg. #3 - Flooring	Rice Floor & Tile	\$ 222,650.00
Trade Pkg. #4 – Painting	Rebasco Decorators	\$ 34,768.00
Trade Pkg. #5 – Plumbing	Turner Plumbing, Inc.	\$ 169,900.00
Trade Pkg. #6 – HVAC	Premier Service Co.	\$ 524,878.00
Trade Pkg. #7 – Electrical	Taylor Electrical, Inc.	\$ 292,500.00
	Total	\$1,850,923.00

business license shall not constitute approval of, or authorization by, a governmental agency within the meaning of this section.

(c) *Sirens, horns and whistles.* The provisions of this article shall not apply to any siren, whistle, horn or bell used by emergency vehicles or emergency management or used by motor vehicles, trains and boats as warning devices to avoid collisions.

(d) *Bells or chimes.* The provisions of this article shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof which are associated with a clock or time-keeping device, a church or school.

(e) *Burglar alarms.* The provisions of this article shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen (15) minutes after being activated.

(f) *Construction activity or equipment.* The provisions of this article shall not apply to any construction activity or equipment operated between the hours of 6:00 a.m. to 9:00 p.m.

(g) *Domestic power equipment.* The provisions of this article shall not apply to any domestic power equipment operated between the hours of 6:00 a.m. to 9:00 p.m.

(h) *Vessels.* The provisions of this article shall not apply to the operation of any motor boat or vessel on any lake, river, stream or waterway.

(i) *Motor vehicles and trains.* The provisions of this article shall not apply to the normal and usual operation of motor vehicles and trains.

Noise on public streets generally.

It shall be unlawful for any person to use, operate, or permit to be used or operated in a motor vehicle any sound-amplifying equipment, including, but not limited to, radios, compact disc players and cassette tape players which produces or reproduces sound in such a manner as to create any sounds or noise which exceeds ninety (90) db(A) on any public street or right-of-way within the county but outside of the jurisdiction of any incorporated municipality or its police jurisdiction.

BID TABULATION SHEET – Trade Package # 1

General Construction

Date: December 17, 2009

Project: A Renovation for the Tuscaloosa County Courthouse – 1st Floor
714 Greensboro Avenue
Tuscaloosa, Alabama 35401 Project # 0102.4

Architect: Fitts Architects, Inc.
1606 Paul W. Bryant Drive
Tuscaloosa, Alabama 35401

Construction Manager: Bill Lunsford Construction & Development, Inc.
1905 4th Street, Suite A
Northport, Alabama 35476

Contract Bidder:	Bid Bond	Addendums	Base Bid	Add/Deduct	Total Bid
N. C. Morgan Construction Co.	Yes	Yes 1-3	\$476,705.00	(\$500.00)	\$476,205.00
Battle-Miller Construction Corp.	Yes	Yes 1-3	\$950,000.00	(\$302,087.00)	\$647,913.00
Psalms Construction, Inc.	Yes	Yes 1-3	\$672,782.00		\$672,782.00
Kyser Construction	Yes	Yes 1-3	\$530,000.00	(\$3,500.00)	\$526,500.00
Taylor-Miree Construction, Inc.	Did NOT Bid				
Watkins Const., Co., Inc.	Yes	Yes 1-3	\$487,567.00	(\$11,000.00)	\$476,567.00
Revon Bigham Const., Co., Inc.	Yes	Yes 1-3	\$510,000.00		\$510,000.00

Charles Lunsford, Vice President

I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that Charles Lunsford, whose name as Vice President of Bill Lunsford Construction & Development, Inc., a General Contractor, is signed to the foregoing instrument and who is known to me on this day that, being informed of the contents of the foregoing instrument, he, as such Vice President, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 18th day of December 2009.

Notary Public
My Commission Expires: 7/24/13

BID TABULATION SHEET – Trade Package # 2

Drywall/Acoustical/Insulation

Date: December 17, 2009

Project: A Renovation for the Tuscaloosa County Courthouse – 1st Floor
 714 Greensboro Avenue
 Tuscaloosa, Alabama 35401 Project # 0102.4

Architect: Fitts Architects, Inc.
 1606 Paul W. Bryant Drive
 Tuscaloosa, Alabama 35401

Construction Manager: Bill Lunsford Construction & Development, Inc.
 1905 4th Street, Suite A
 Northport, Alabama 35476

Contract Bidder:	Bid Bond	Addendums	Base Bid	Add/Deduct	Total Bid
Tuscaloosa Acoustical Systems, Inc.	Yes	Yes 1-3	\$129,660.00		\$129,660.00
Skelton Brothers	Yes	Yes 1-3	\$154,317.00		\$154,317.00
Basic Drywall, Inc.	Yes	Yes 1-3	\$153,212.00		\$153,212.00
F. L. Crane & Sons, Inc.	Yes	No 1-2	\$168,871.00		\$168,871.00

 Charles Lunsford, Vice President

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 Notary Public

My Commission Expires: 7/24/13

BID TABULATION SHEET – Trade Package # 3

Flooring

Date: December 17, 2009

Project: A Renovation for the Tuscaloosa County Courthouse – 1st Floor
 714 Greensboro Avenue
 Tuscaloosa, Alabama 35401 Project # 0102.4

Architect: Fitts Architects, Inc.
 1606 Paul W. Bryant Drive
 Tuscaloosa, Alabama 35401

Construction Manager: Bill Lunsford Construction & Development, Inc.
 1905 4th Street, Suite A
 Northport, Alabama 35476

Contract Bidder:	Bid Bond	Addendums	Unit Price #1 (Marble)	Unit Price #2 (Terrazzo)	Base Bid	Add/Deduct	Total Bid
Nu-Floors, Inc.	Yes	Yes 1-3	\$57.58	\$273.87	\$300,000.00		\$300,000.00
Rice Floor & Tile, Inc.	Yes	Yes 1-3	69.33 67.50	67.50	\$222,650.00		\$222,650.00
Russell S. Lee Flooring	Yes	Yes 1-3		\$750.00	\$312,735.00		\$312,735.00

Charles Lunsford, Vice President

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Notary Public for the

My Commission Expires: 7/24/13

BID TABULATION SHEET – Trade Package # 4
Painting

Date: December 17, 2009

Project: A Renovation for the Tuscaloosa County Courthouse – 1st Floor
 714 Greensboro Avenue
 Tuscaloosa, Alabama Project # 0102.4

Architect: Fitts Architects, Inc.
 1606 Paul W. Bryant Drive
 Tuscaloosa, Alabama 35401

Construction Manager: Bill Lunsford Construction & Development, Inc.
 1905 4th Street, Suite A
 Northport, Alabama 35476

Contract Bidder:	Bid Bond	Addendums	Base Bid	Add/Deduct	Total Bid
North Chilton Painting	Yes	Yes 1-3	\$205,395.00		\$205,395.00
Rebasco Decorators	Cashiers Check	No 1-2	\$34,768.00		\$34,768.00

 Charles Lunsford, Vice President

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 Notary Public for the

My Commission Expires: 7/24/13

BID TABULATION SHEET – Trade Package # 5
Plumbing

Date: **December 17, 2009**

Project: **A Renovation for the Tuscaloosa County Courthouse – 1st Floor**
714 Greensboro Avenue
Tuscaloosa, Alabama 354 Project # 0102.4

Architect: **Fitts Architects, Inc.**
1606 Paul W. Bryant Drive
Tuscaloosa, Alabama 35401

Construction Manager: **Bill Lunsford Construction & Development, Inc.**
1905 4th Street, Suite A
Northport, Alabama 35476

Contract Bidder:	Bid Bond	Addendums	Base Bid	Add/Deduct	Total Bid
Turner Plumbing, Inc.	Yes	Yes 1-3	\$169,900.00		\$169,900.00
Burns Plumbing, Inc.	Did NOT Bid				
Black Warrior Mechanical	Yes	Yes 1-3	\$194,636.00		\$194,636.00

Charles Lunsford, Vice President

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 Notary Public

My Commission Expires: 7/24/13

BID TABULATION SHEET – Trade Package # 6

HVAC

Date: December 17, 2009

Project: A Renovation for the Tuscaloosa County Courthouse – 1st Floor
714 Greensboro Avenue
Tuscaloosa, Alabama 3: Project # 0102.4

Architect: Fitts Architects, Inc.
1606 Paul W. Bryant Drive
Tuscaloosa, Alabama 35401

Construction Manager: Bill Lunsford Construction & Development, Inc.
1905 4th Street, Suite A
Northport, Alabama 35476

Contract Bidder:	Bid Bond	Addendums	Base Bid	Add/Deduct	Total Bid
Premier Service Company	Yes	Yes 1-3	\$524,878.00		\$524,878.00
Hughes - Mullenix	Cashiers Check	Yes 1-3	\$552,430.00		\$552,430.00
McKelvey Mechanical	Yes	Yes 1-3	\$538,380.00		\$538,380.00
Miller Service Company	Yes	Yes 1-3	\$550,000.00	(\$8,000.00)	\$542,000.00

Charles Lunsford, Vice President

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Notary Public for the

My Commission Expires: 7/24/13

BID TABULATION SHEET – Trade Package # 7

Electrical

Date: **December 17, 2009**

Project: **A Renovation for the Tuscaloosa County Courthouse – 1st Floor
714 Greensboro Avenue
Tuscaloosa, Alabama 35401 Project # 0102.4**

Architect: **Fitts Architects, Inc.
1606 Paul W. Bryant Drive
Tuscaloosa, Alabama 35401**

Construction Manager: **Bill Lunsford Construction & Development, Inc.
1905 4th Street, Suite A
Northport, Alabama 35476**

Contract Bidder:	Bid Bond	Addendums	Base Bid	Add/Deduct	Total Bid
Premier Service Company	Yes	Yes 1-3	\$297,889.00	(\$3,000.00)	\$294,889.00
Prickett-Hamner Electric, Inc.	Did NOT Bid				
Black Electric, Inc.	Did NOT Bid				
Taylor Electrical, Inc.	Yes	Yes 1-3	\$273,000.00	\$19,500.00	\$292,500.00
A & B Electric	Did NOT Bid				

Charles Lunsford, Vice President

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Notary Public for the

My Commission Expires: 7/24/13

RICE FLOOR & TILE, INC.

6350 Old Montgomery Hwy
Tuscaloosa, AL 35405

Phone (205) 750-8165
Fax (205) 750-8165

Proposal Submitted To: LUNSFORD CONSTCTION	Date: January 5, 2010
Street:	Job Name: TUSC. CO. COURTHOUSE
City, State and Zip Code:	Location: TUSCALOOSA, AL
Phone: 205-750-8165 FAX: 205-750-8165	

FURNISH AND INSTALL:

MARBLE PANELS 177 PIECES
 MARBLE S/Q PRICE \$55.00 + \$100.00 LABOR PER PANEL
 TERAZZO 2X2 \$270.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of _____ dollars

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature: Wood King
 This proposal was quoted by:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
 Signature: _____
 Date of Acceptance: _____

Bill Lunsford

Construction and Development, Inc.

January 6, 2010

Tuscaloosa county Courthouse First Floor # 0102.4

Unit Prices for Terrazzo and Marble from Rice Floor and Tile

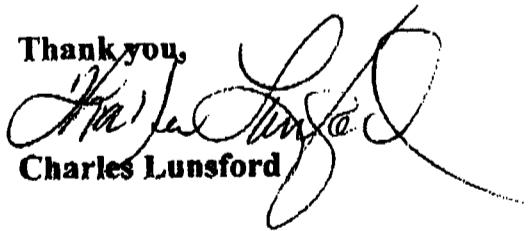
Terrazzo:

2' x 2" (4sq. ft.) installed \$270.00ea.
($\$67.50$ per sq. ft.)

Marble:

1 sq. ft. installed..... $\$69.33$ per sq.ft.
(marble cost - $\$56.00$ per sq.ft.)
(labor cost $\$100.00$ per panel)
average panel is 30+ "-" x 35+ "-" (2.5' x 3' or 7.5 sq.ft. ea.)
 $\$100.00 \div 7.5 = \13.33 per sq.ft.
 $\$56.00 + \$13.33 = \$69.33$ per sq.ft.

Thank you,



Charles Lunsford

charles Lunsford
charles@billlunsford.com
Office 205-758-3232 Ext 13

1905 th Street, Suit A
Northport, Alabama 35476
Fax 205-758-3234