

TUSCALOOSA COUNTY COMMISSION

MEETING

August 18, 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:

Gary Youngblood
Don Wallace
Bobby Miller
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for full-depth reclamation and resurfacing of Wire Road to Blount Construction Company, Inc., the lowest bidder meeting specifications. The total bid amount was \$1,066,553.50.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of July, 2010.

Exhibit 8-1, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution approving the transfer of a portion of the service area of Carroll's Creek Water Authority to Sand Springs Water Authority, at which time both authorities will enter into an agreement.

Exhibit 8-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the IT Department to re-bid the storage array unit. Three bids for the storage array unit were opened on August 4, 2010, and all three were rejected as they did not meet specifications.

Probate Judge W. Hardy McCollum recognized Miss Julie Meeks, recently crowned as Miss Tuscaloosa. She will be representing Tuscaloosa in the Miss Alabama Pageant next June. Also recognized is Julie's younger sister Miss Janna Meeks, who will represent Tuscaloosa at the Miss Alabama Outstanding Teen Pageant next year. Janna attends Hillcrest Middle School and is in the 8th grade.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reappoint Dr. Lucy Culpepper and Ms. Margaret Graham to the Department of Human Resources Board. These new terms will expire September 1, 2016.

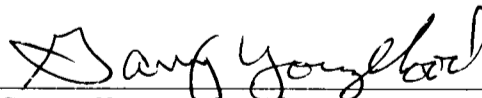
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 1, 2010.



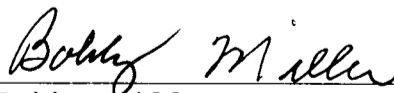
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

MONTH OF: JULY, 2010

FUND	CHECK NUMBERS	AMOUNT	
001 GENERAL FUND	4290-4981	\$4,820,383.79	
112 SPECIAL SALES TAX			
112 ROAD & BRIDGE	759-980	\$1,516,029.81	
116 CAPITAL IMPROVEMENT			
117 RRR GAS TAX	299	\$500,000.00	
120 REAPPRAISAL	1438-1457	\$192,840.30	
160 COMMUNITY DEVELOP			
710 PAYROLL-CHECKS	91250-91309	\$1,602,136.26	
	50169-50390	\$213,837.43	
	PAYROLL-DIR DEP	29597-30904	\$1,456,564.74
720 EXCESS LAND SALES	341-343	\$2,206.20	
730 FIDUCIARY	26-27	\$87.31	
750 PISTOL PERMIT	3669-3686	\$23,526.87	
780 E911	4366-4384	\$52,397.58	
781 GAS TAX BONDING			
783 WORKMEN'S COMP	5120	\$6,300.31	
784 TAX COLL SPECIAL	277-278	\$455.89	
785 TAX ASSR SPECIAL	1677-1681	\$980.96	
786 MFG HOMES			
787 MOTOR VEH TRAINING			

\$10,387,747.45

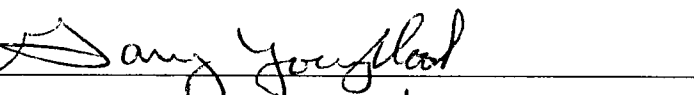
CHECKED BY: 

WILLIAM M. LAMB, ACCOUNTING MANAGER

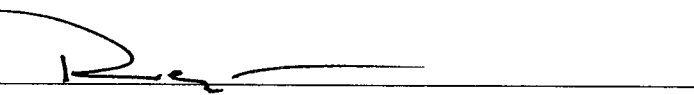
APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM 

COMMISSIONER, DON WALLACE 

COMMISSIONER, GARY YOUNGBLOOD 

COMMISSIONER, BOBBY MILLER 

COMMISSIONER, REGINALD MURRAY 

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION
APPROVING TRANSFER OF PORTION OF SERVICE AREA OF
CARROLL'S CREEK WATER AUTHORITY TO SAND SPRINGS WATER
AUTHORITY

IT APPEARING that an agreement has been reached whereby a portion of Carroll's Creek Water Authority is proposed to be transferred to Sand Springs Water Authority as evidenced by the Agreement attached hereto and incorporated herein by this reference; and

IT FURTHER APPEARING that this Commission finds that it is in the best interest of the customers of both systems and the residents of the county that this transfer be approved.

THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission that the transfer of a portion of the service area of Carroll's Creek Water Authority to Sand Springs Water Authority as described herein and is further described and depicted in the Agreement attached hereto be, and the same hereby is, APPROVED, and those authorities are hereby authorized to execute any and all other documents reasonably required in connection herewith and to effectuate the transaction as stated herein.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 18th day of August, 2010.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

CERTIFICATION

I, the undersigned, as County Administrator of Tuscaloosa County, Alabama, hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Commission at its meeting held on the 18th day of August, 2010.


Melvin Vines, County Administrator

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

**AGREEMENT BETWEEN THE CARROLL'S CREEK WATER
AUTHORITY AND SAND SPRINGS WATER AUTHORITY**

THIS CONTRACT is entered into on this the ____ day of _____, 2010, by and between the CARROLL'S CREEK WATER AUTHORITY, hereinafter sometimes referred to as "CARROLL'S CREEK" and SAND SPRINGS WATER AUTHORITY, hereinafter sometimes referred to as the "SAND SPRINGS."

WHEREAS, both parties operate public water distribution systems within their respective service areas in Tuscaloosa County, Alabama, and by virtue of which the parties have a continuing mutual relationship; and,

WHEREAS, CARROLL'S CREEK has offered to convey to SAND SPRINGS that portion of its system and service area which includes acreage and customers which is located on Bone Camp Road ("Area") as more particularly described herein, and SAND SPRINGS wishes to accept the same together with the facilities and the exclusive right to serve customers therein.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, in consideration of the sums and conditions as set forth herein, and the mutual benefits moving each to the other, the parties agree as follows:

A. Area:

CARROLL'S CREEK hereby agrees to convey and SAND SPRINGS hereby agrees to accept that portion of CARROLL'S CREEK'S service area and facilities more particularly described and depicted on the attached Exhibit "A", and currently being served by CARROLL'S CREEK.

For the purposes of this agreement, the "Area" on Bone Camp Road shall mean and refer to that portion of CARROLL'S CREEK'S service area and facilities described above, which, prior to the date of the execution of this agreement, was within the water service area of CARROLL'S CREEK, all as more particularly depicted upon the map or plat thereof attached hereto and adopted herein by reference as Exhibit "A", and including therein, all portions of CARROLL'S CREEK'S facilities (unless otherwise specifically exempted in this agreement) including all assets, facilities, pipes, lines, conduits, customers, systems, hydrants, accounts, meters, valves, pumps, piers, pilings, easements, rights-of-ways, permits, rights-of-service, agreements, licenses, authorizations, and presently containing all customers within the Area and the remaining portion of the Area.

There shall be no payment by SAND SPRINGS to CARROLL'S CREEK in exchange for the conveyance, transfer and assignment to SAND SPRINGS of the Area; and the facilities, assets, customers and service rights therein.

This transfer shall assume presentation of necessary deeds, easements, approvals, consents, resolutions, permits, etc., and execution in a timely manner.

B. Facilities and Assets:

By the terms of this agreement, CARROLL'S CREEK is conveying, transferring and assigning to SAND SPRINGS, free and clear of all encumbrances, liens, debts, or mortgages, whatsoever, all of its rights, assets and facilities, customers and accounts constituting its water distribution system located or situated within or upon the Area, as herein defined and as depicted in Exhibit "A" attached hereto, including, but not limited to (to the extent they may exist), water storage facilities, water treatment facilities, and

water transmission mains, including the pipes, meters, hydrants, valves, fitting and services in connection therewith, and all of the other properties, real, personal and mixed, whether tangible or intangible, which constitute or form a part of or are related to the water distribution system in the Area, including, but not limited to, any and all interest in land utilized in the operation of and as part of its water distribution system in the Area, as well as all easements, deeds, permits, rights-of-ways, franchises, contracts, permits, agreements, privileges and licenses pursuant to which or in accordance with which CARROLL'S CREEK is authorized to engage in the operation of a water distribution in the Area, including all customers, revenues, accounts, earnings, incomes, and profits.

To the extent that the assets include interest in land, CARROLL'S CREEK shall, prior to customer transfer, execute and deliver to SAND SPRINGS legal documents evidencing such conveyance to SAND SPRINGS.

CARROLL'S CREEK represents and warrants to SAND SPRINGS that it owns all of the assets, facilities and properties being transferred in accordance with this agreement; and upon the transfer of the same in accordance with the provisions hereof, SAND SPRINGS will own all such facilities, assets and rights of CARROLL'S CREEK, free and clear of any and all liens, mortgages or encumbrances whatsoever.

CARROLL'S CREEK represents and warrants to SAND SPRINGS that to the best of its knowledge, information and belief, all facilities within the Area are in good working order, normal wear and tear excepted, and that there are no major valve, line or main leaks, breakages or failures nor are there any cross connections, contaminations or other significant problems with any aspect of the assets and facilities in the Area. That

until transfer of the same, CARROLL'S CREEK agrees to maintain all facilities and assets in the Area in good working order, except for normal wear and tear, and that, except for such routine maintenance and repair of the facilities and assets in the Area, CARROLL'S CREEK agrees not to make or permit any material alterations to the same, including but not limited to rerouting or otherwise modifying the flow, water, rate or pressure in the system.

SAND SPRINGS will remove the existing water meter serving the Area and connect the Area to its water mains, as may be necessary.

C. Service Area and Rights:

CARROLL'S CREEK represents and warrants to SAND SPRINGS that it has the right to serve the Area and that it has not sold, conveyed, transferred or assigned any of its rights to the Area or any portion thereof acquired by SAND SPRINGS herein by virtue of this agreement to any other person, firm or corporation. CARROLL'S CREEK also represents and warrants that all of its facilities or assets in the Area are located either within dedicated public right-of-way or easements or deeds duly conveyed to CARROLL'S CREEK all of which are, by the terms hereof, conveyed, transferred and assigned to SAND SPRINGS.

CARROLL'S CREEK agrees and consents to the reduction of its service area as described herein and depicted on Exhibit "A" and that SAND SPRINGS, by the terms of this agreement, shall have the right, to the exclusion of CARROLL'S CREEK and all others, to serve all the customers, persons, firms, corporations or others in the Area with water in accordance with its policies and procedures and CARROLL'S CREEK does

hereby agree that said Area no longer forms nor constitutes any part or portion of its statutorily authorized or claimed service area nor will it subsequently claim or attempt to serve or provide service or any kind to any person in any portion of the Area and, further, that this agreement also constitutes "consent" to SAND SPRINGS from CARROLL'S CREEK pursuant to applicable law to the extent the same is or may be required. CARROLL'S CREEK agrees that it will not institute any legal action, complaint or claim contesting or otherwise seeking to challenge SAND SPRING'S rights acquired by virtue of this agreement in the Area, nor assist anyone so doing.

D. Expenses:

CARROLL'S CREEK will be responsible for such legal, engineering and accounting fees and other expenses incurred with this release.

E. Applicable Laws and Regulations:

CARROLL'S CREEK represents and warrants that it has complied with all federal, state and local laws and regulations relating to its system and operation and there are no notices of any violations or other regulatory enforcement action pending or receiving in connection with its water distribution system or operation.

F. Capacity:

Both parties mutually represent each to the other, that they are public corporations, duly organized and in good standing pursuant to all applicable laws, rules and regulations of the State of Alabama or the Federal Government (if applicable).

The parties each represent to the other that they are a "not for profit" public corporation and each represent and warrant to the other that they have full power to

enter into this agreement and conclude the same, and CARROLL'S CREEK represents to SAND SPRINGS that it has full power and authority to convey and transfer the Area, properties, assets, customers and facilities as set forth herein, and SAND SPRINGS represents to CARROLL'S CREEK that it has the full power and right to acquire the same.

Each party to this agreement represents and warrants to the other that its governing body has duly and properly enacted a resolution authorizing this agreement and the execution hereof by its authorized representative and said resolution has been reduced to writing and certified by the appropriate official.

G. Certification of No Litigation:

Each party represents and warrants to the other that there is no litigation threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction pursuant to the terms and conditions of this agreement.

H. Cooperation:

The parties agree to cooperate with each other and to use their best efforts to conclude this transaction and conveyance pursuant to the terms and conditions herein and CARROLL'S CREEK agrees to cooperate from time to time in seeking to amend its service area so as to reflect this agreement, if required, and will obtain approval from the City of Tuscaloosa and the Tuscaloosa County Commission, State or Federal agencies, and applicable financial institutions for such amendment. CARROLL'S CREEK acknowledges and agrees that, to the extent any conveyances, assignments and other

documents are required to be executed in order to conclude this transaction, it shall execute and deliver such documents, or have such documents executed by the appropriate entity, including deeds, easements, bills of sales, customer records, etc., as shall be necessary to vest title and right to all assets and rights in the Area to SAND SPRINGS.

I. Customers and Transition of Service:

(1) Timing: The actual transfer and conveyance of the facilities and assets of the system and customers within the Area will take place at the conclusion of CARROLL'S CREEK'S billing cycle(s) for all customers in the Area immediately subsequent to the date of execution of this agreement, and if both parties are not in a position to convey facilities and customers at that time, then at the same time one month later.

At that time of transfer, SAND SPRINGS, working in cooperation with representatives of CARROLL'S CREEK and at the cost and expense of SAND SPRINGS, will make the necessary physical and construction disconnections of the facilities serving the Area from the remainder of CARROLL'S CREEK distribution system and connect the Area and the distribution system therein purchased pursuant to the terms and conditions hereof to SAND SPRING'S system. The parties agree to cooperate and work together so as to minimize any disruption in water service to customers.

(2) Cost: SAND SPRINGS will bear all its cost of the transition of service. CARROLL'S CREEK will bear all its cost of the transition of service and, if it is necessary for CARROLL'S CREEK to remove or relocate any of its facilities, including valves, lines or meters, it shall do so at its own cost prior to or simultaneously with the

connections.

(3) Records: CARROLL'S CREEK agrees to cooperate with SAND SPRINGS in providing customer records and in identifying and locating meters, meter sets and any service points or other facilities in the Area.

(4) Delinquent Accounts: In regard to those accounts of CARROLL'S CREEK that are delinquent at the time of transfer, CARROLL'S CREEK may pursue collection pursuant to its policies; however, SAND SPRINGS is not obligated to reimburse CARROLL'S CREEK for uncollectible delinquent accounts nor collect such accounts for CARROLL'S CREEK.

(5) Deposits, Rates and Charges: SAND SPRINGS will manage certain transition matters including setting up accounts for customers in the Area. CARROLL'S CREEK will transfer deposits currently being held by it on behalf of the customers in the Area, less any sums deducted by it for delinquencies. After transition, SAND SPRINGS will assess each customer in the area any additional security deposit required according to its policies and procedures. SAND SPRINGS shall have the exclusive right to charge all customers, now or in the future, served in the Area, pursuant to and in accordance with all prevailing rules, rates, fees and charges of SAND SPRINGS as now existing or as subsequently amended, and all other policies and procedures of SAND SPRINGS in regard to the maintenance, operation or cost recovery of its water system shall apply and no policy, fee, charge, or regulation of CARROLL'S CREEK shall have any applicability within the Area.

J. Service Area:

By virtue of and in accordance with the provisions of this agreement, SAND SPRINGS acquires all of the right, title, and interest in the herein defined Area and said CARROLL'S CREEK'S service area is reduced by the Area so acquired, which becomes a part of the service area of SAND SPRINGS.

CARROLL'S CREEK agrees that by virtue of the terms and conditions in this agreement, it relinquishes all right, title, claims and interest in and to the Area so acquired by SAND SPRINGS and customers therein, and will not seek nor endeavor to provide any service therein.

K. MISCELLANEOUS:

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered,

changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interception of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of

the remaining terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties have hereto set their had and seals on the day and date first above written.

**CARROLL'S CREEK WATER
AUTHORITY**

BY: _____

**Louis N. Lambert,
Chairman**

—

Attest:

By: _____
As Its Secretary

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, _____, a Notary Public, in and for said State at Large, hereby certify that Louis N. Lambert, whose name as Chairman of Carroll's Creek Water Authority, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2010.

Notary Public in and for
the
State of Alabama at Large

SAND SPRINGS WATER AUTHORITY

BY: _____

Mike Boswell, Chairman

Attest:

Secretary

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, _____, a Notary Public, in and for said State at Large, hereby certify that Mike Boswell, whose name as Chairman of Sand Springs Water Authority, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2010.

Notary Public in and for