

TUSCALOOSA COUNTY COMMISSION

MEETING

November 17, 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 Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve a proposed change order from Hall-Taylor Construction Co., Inc., in the amount of \$5,904.25 for the Northside Sidewalk & Lighting Project. The change order will allow the contractor to use 6" concrete for driveway slope corrections, as required by the Alabama Department of Transportation, instead of asphalt, which was in the original plans.

Exhibit 11-1, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to Sentell Engineering, Inc., for construction engineering services on the Northside Sidewalk and Lighting Project in the amount of \$11,815.16.

Exhibit 11-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of two invoices to Sentell Engineering, Inc., for construction engineering services on the Patriot Parkway Sidewalk and Lighting Project totaling \$3,909.17.

Exhibit 11-3, Page

Commissioner Bobby Miller's motion to replace the Litter Ordinance as approved August 4, 2010, with the Madison County Model Litter Ordinance, pursuant to the provisions of The Alabama Limited Self-Governance Act, Code of Alabama § 13-3A-1, et sec., was seconded by Commissioner Reginald Murray. Commissioner Bobby Miller's motion to amend to add certain language to the Madison County Model Ordinance to require citizens to file a written complaint was accepted by Commissioner Reginald Murray and was approved unanimously on a three-to-one vote with Commissioner Don Wallace casting the NAY vote.

Exhibit 11-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the following bids at the recommendation of the County Engineer:

REPAIR OF TRUCK NO. 131
Bambarger Wrecker Co. \$37,349.16

BRIDGE ASSEMBLY HARDWARE
House of Threads \$80,568.00

SCRAP METAL
Randall Freeman Scrap Metal \$3,600.00

Exhibit 11-5, Page

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to amend the County Subdivision Regulations to require developers to post a commercial bond with letter of credit to secure the completion of a subdivision.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider the following:

Emergency repair to a timber bridge on Ridge Road
Engineering services of Burk-Kleinpeter for Lye Branch, Old Jasper Road, and Patriot Parkway

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to proceed with emergency repair of a timber bridge on Ridge Road.

Exhibit 11-6

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

Lye Branch Bridge Replacement Project \$6,500.00
Old Jasper Road Bridge Replacement Project \$4,824.50
Patriot Parkway Extension Project \$983.57

Exhibit 11-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of October, 2010.

Exhibit 11-8, Page

Commissioner Don Wallace 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 a matter of pending litigation.

Commissioner Don Wallace's motion, seconded by Commissioner Youngblood, to adopt a resolution approving the merger of Sand Springs Water Authority with the City of Northport water service area and approval of an agreement between both water systems contingent upon the agreement including language stating that potential customers in noncontiguous service areas of the City of Northport are to be provided water service as legal and feasible, failed on a tie vote. Commissioner Bobby Miller and Commissioner Reginald Murray cast the NAY votes. Commissioner Bobby Miller's motion to accept the agreement as presented, seconded by Commissioner Gary Youngblood, was approved on a three-to-one vote, with Commissioner Murray casting the NAY vote.

Exhibit 11-9, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the following bids at the recommendation of the IT Department:

BLADE SERVERS
Dasher Technologies, Inc.

TWO LOAD BALANCERS
Enabling Technologies

Exhibit 11-10, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve a request of Wood Wilson regarding School Bus parking and turnaround on his property as long as it meets requirements.

Exhibit 11-11, Page

Commissioner Don Wallace's motion, seconded by Commissioner Reginald Murray, to loan the Tuscaloosa City School Board up to \$800,000.00 for the purpose of purchasing textbooks failed on a tie vote. Commissioner Gary Youngblood and Commissioner Bobby Miller cast the NAY votes.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize a waiver for Drummond Company to disturb within the 100-foot offset/setback to Warrior Cemetery Road.


Exhibit 11-12, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to help grade the old Armory site at Holt High School.


Exhibit 11-13, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to post Slayton Road for "NO TRUCKS."

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




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



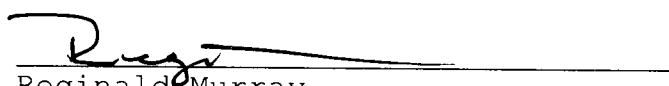
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

HALL-TAYLOR CONSTRUCTION CO., INC.

2501 7TH STREET SUITE 100

TUSCALOOSA, AL. 35401

CHANGE ORDER REQUEST

PROJECT NO. STPTE-TE08 (932)

SIDEWALK AND LIGHTING PROJECT ALONG US HWY 43 & CO. RD. 38


TUSCALOOSA, ALABAMA

Change Order # 1

RE: CHANGE ORDES FOR THE COUNTY OF TUSCALOOSA

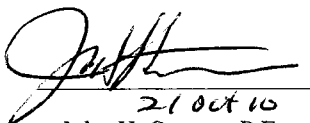
WORK TO INCLUDE:

ITEM DESCRIPTION	ITEM NO.	UNIT	UNIT PRICE	QUANTITY	AMOUNT
Concrete Sidewalk 6" Thick (across driveways)	618A002	S.Y.	\$ 62.15	95	\$ 5,904.25
TOTAL CHANGE ORDER # 1					\$ 5,904.25



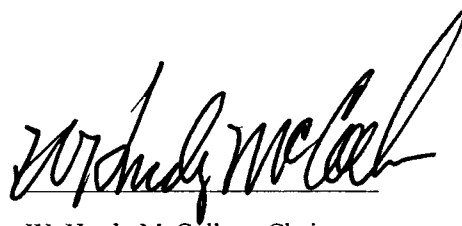
Curtis Hall

Hall-Taylor Construction Co., Inc.


21 OCT 10

John H. Stevens P.E.

Sentell Engineering, Inc.



W. Hardy McCollum, Chairman

Tuscaloosa County Commission

Reason for change order: The design used asphalt for driveway slope correction. After the bids were taken ALDOT wants the driveway slope corrections to be 6" concrete sidewalk and there is no bid item.

The project is still in budget with this change order.

INVOICE

1. Consulting Firm [Redacted] Contract ID No. [Redacted] 2. Inv. Date October 6, 2010
 Street and Number 639 Black Bears Way P.O. Box 1246
 City Tuscaloosa Zone State AL Zip Code 35401 3. Payment No. 3

4. For Work Agreement Dated: April 13, 2010

In Account With
ALABAMA DEPARTMENT OF TRANSPORTATION

63-0805362

A/C#	Func.	Obj.	F	Project No.	P/C	6. Sect. No.	7. Percent Comp.	8. Fee Amount	9. Amount Earned Current Month	10. Amount Retained Current Month	Month			14. Amount Due					
											11. Amount Earned To Date	12. Amount Retained To Date	13. Amount Previously Paid						
4323	0168	0281		ST PTE 09 (939)	2		56,902	\$3,744.17	\$0.00	\$29,863.75	\$0.00	\$26,119.58	\$0.00	\$3,744.17					
15. Explanation of invoice and description of work completed											16. Totals	\$56,902	\$3,744.17	\$0.00	\$29,863.75	\$0.00	\$26,119.58	\$0.00	\$3,744.17

Total Amount Due this invoice \$3,744.17

17. I certify that the within amount shown as a total in column 14 (amount due) is correct, and unpaid.

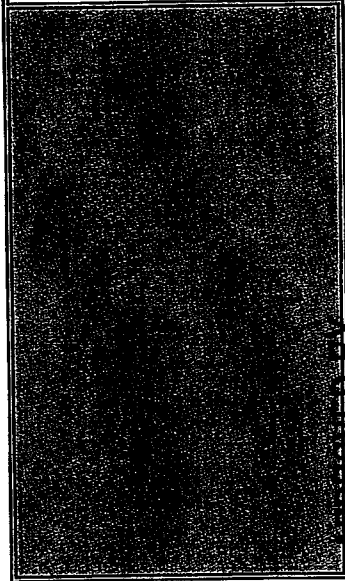
[Signature]
 Claimant's Signature

Sworn and subscribed to before me this 6th day of October 20 10.
[Signature]
 Notary Public

my commission expires 3-1-14

18. Approved By:

[Signature]
 W. Hardy McEllum, Chairman
 Tuscaloosa County Commission



APPROVED BY

COUNTY COMMISSION

DATE _____

Job No. 09-088-6
 Patriot Parkway Sidewalk & Lighting

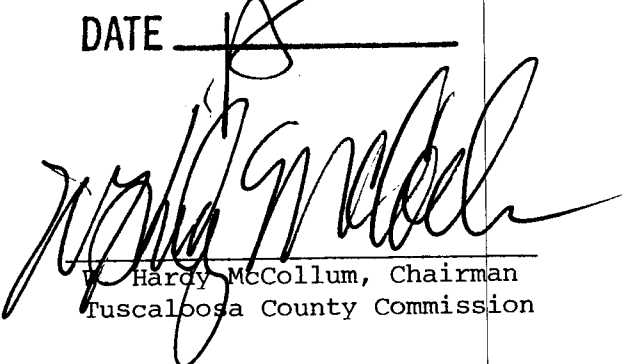
Sentell Engineering, Inc.

Sentell Engineering Inc
 P O Box 1246
 Tuscaloosa, AL 35403

(205)752-5564
 ssentell@sentell.net

DATE	INVOICE #
11/08/2010	09-088-7
TERMS	DUE DATE
Due on receipt	11/08/2010

BILL TO
Tuscaloosa County Commission Attn: Mr. Farrington Snipes 2501 7th Street Suite 300 Tuscaloosa, AL 35401

Activity	Amount
<ul style="list-style-type: none"> • Re: Patriot Parkway Sidewalk & Lighting STPTE-09-(939) • Materials testing 	165.00
<p>APPROVED BY COUNTY COMMISSION DATE <u>11/08/2010</u></p>  <p>Hardy McCollum, Chairman Tuscaloosa County Commission</p>	
TOTAL	\$165.00

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

ORDINANCE OF THE TUSCALOOSA COUNTY COMMISSION

Amendment No. 001

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 seq. 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 all 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.

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, rages, 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, rages, 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), 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, or which offend the

aesthetics of the community 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 hereto, 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 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 the 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. Citizen complaints relating to alleged violation of this ordinance will be investigated by the County Administrator or his designee upon presentation of a sworn affidavit based on personal knowledge; provided, an investigation shall only be undertaken when sufficient information is provided and the citizen provides his or her name, address, and

telephone number, and agrees to sign a formal complaint or civil citation, and is willing to testify before a Board of Review upon request.

9. 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.

10. 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.

11. 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.

12. This ordinance shall take effect on February 1, 2011.

DONE this _____ day of November 2010.

TUSCALOOSA COUNTY COMMISSION

Melvin Vines, County Administrator

Specifications for Repair of Truck 131

GENERAL:

The Tuscaloosa County Commission will accept bids for the repair of Peterbilt truck 131. This truck was involved in an accident and has damage to the cab and frame. This truck is a 2009 Model 367 Peterbilt truck SN# 1NP7L40X39N781999. The truck can be seen at Warrior Tractor for estimate of repairs.

The awarding of the bid will not be solely based upon the lowest price of repairs. The time of repair will be a factor in the award of the bid.

The vendor shall list the parts and labor required for the repair and shall also list the amount of time required for the completion of all repairs. Specify in the bid the number of days for the completion of the repair.

Bid Amount: 37,349.16

Repair Time: 8 Weeks

Name of Company: Bambarger Wrecker Service, Inc.

Mailing Address: 2700 35th St. TUSCALOOSA, AL 35401

Telephone: 205.758.6598

Representative Signature: Heath Bambarger

Printed Name: Heath Bambarger

BID SUBMISSION SHEET

500 Each	3/4" - 10 x 18 Turnbuckle Body Eye to Eye Galvanized (eyes of turnbuckle bolts must have a minimum ID of 1.23 inches, sufficient opening to accept the 1 inch diameter U Bolts) Standard Drawing PCP-2800	\$ <u>54.81</u> /Each
300 Each	<u>35" standard length</u> 2" x <u>34"</u> ASTM A-307 Screw Anchor Assembly, Galvanized (Screw and anchor coil) Standard Drawings PC-34-2 and PCBR-1(34)	\$ <u>155.15</u> /Each
300 Each	7/8" x 7 1/2" x 7 1/2" Square Plate with 2 1/4" hole, Galvanized Standard Drawing PCBR-1(34)	\$ <u>22.06</u> /Each
TOTAL BID		\$ <u>80,568.00</u>

Delivery Date: 8-10 weeks to be complete. Some items available sooner. Please call if need to discuss.

Bidder Information

Company: House of Threads
Address: 3230 Thomason Ave.
Montgomery, Al. 36108
Phone: 334-834-3700
By: Audie McNeill

Miscellaneous Scrap Metal Auction

The Tuscaloosa County Commission will accept sealed bids for miscellaneous scrap metal until 9:00 A.M. on Tuesday, November 2, 2010 at the Tuscaloosa County Commission Chamber. Bids shall submitted on a lump sum basis for each lot. You may bid on each lot separately or you may submit a bid for all the lots combined. The award will be based on the best overall benefit to the County. The successful bidder will be responsible for removing all the scrap metal from County property to include loading and transporting. Material is being sold on the basis of all or none. The successful bidder will not be allowed to pick and choose but must accept and remove all the material. The description and location of the scrap metal is described below:

<i>Description</i>	<i>Location</i>
Lot #1 Scrap Metal	County Shop
Lot #2 Used Grader Blades	County Shop
Lot #3 Used/damaged Signs and Sign Posts	Bridge Yard

Arrangements may be made to inspect the material by contacting Mr. Bobby Hayward, Shop Superintendent, at 345-6600. The County Shop and Bridge Yard is located at the Tuscaloosa County Public Works Department, 2810 35th Street, Tuscaloosa, Alabama.

BID SUBMITTAL SHEET
Miscellaneous Scrap Metal Auction

Bid Item	Lump Sum Bid
Lot #1 Lump Sum Bid, Scrap Metal	\$2275 ⁰⁰
Lot #2 Lump Sum Bid, Used Grader Blades	\$ 675 ⁰⁰
Lot #3 lump Sum Bid, Used/Damaged Signs and Sign Posts	\$ 575 ⁰⁰
Lots #1, 2, & 3 Combined Lump Sum Bid	\$ 3,600 ⁰⁰

PICKUP:

The material shall be removed from County property within fourteen (14) days from the date of award.

Name of Company: Randall Freeman Scrap Metal

Mailing Address: 15728 Murk Montgomery Rd Northport AL 35475

Telephone: 799-5950-339-3920

Name: Randall Freeman

Title: president

Date: 10-11-2010

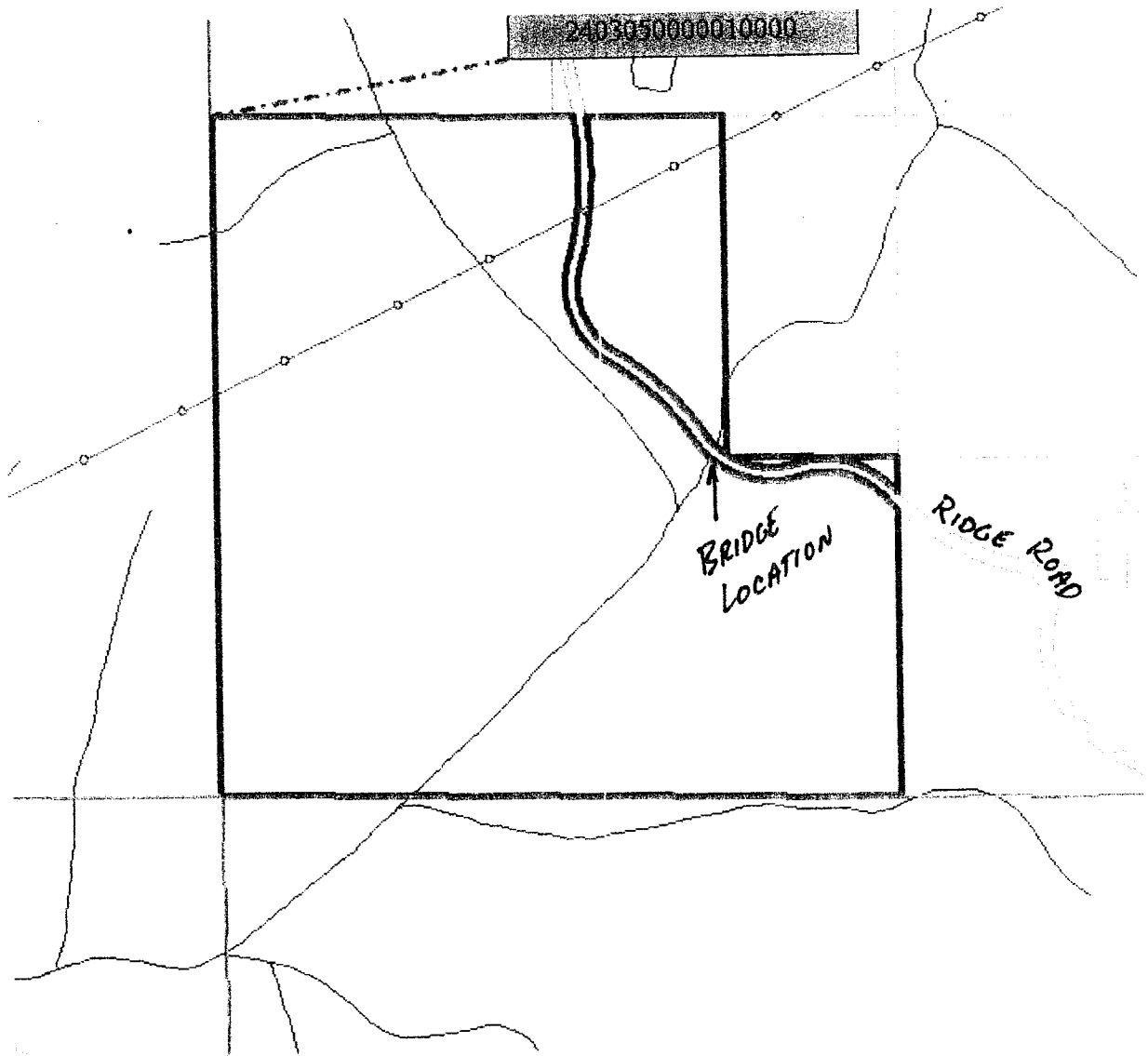


Tuscaloosa County

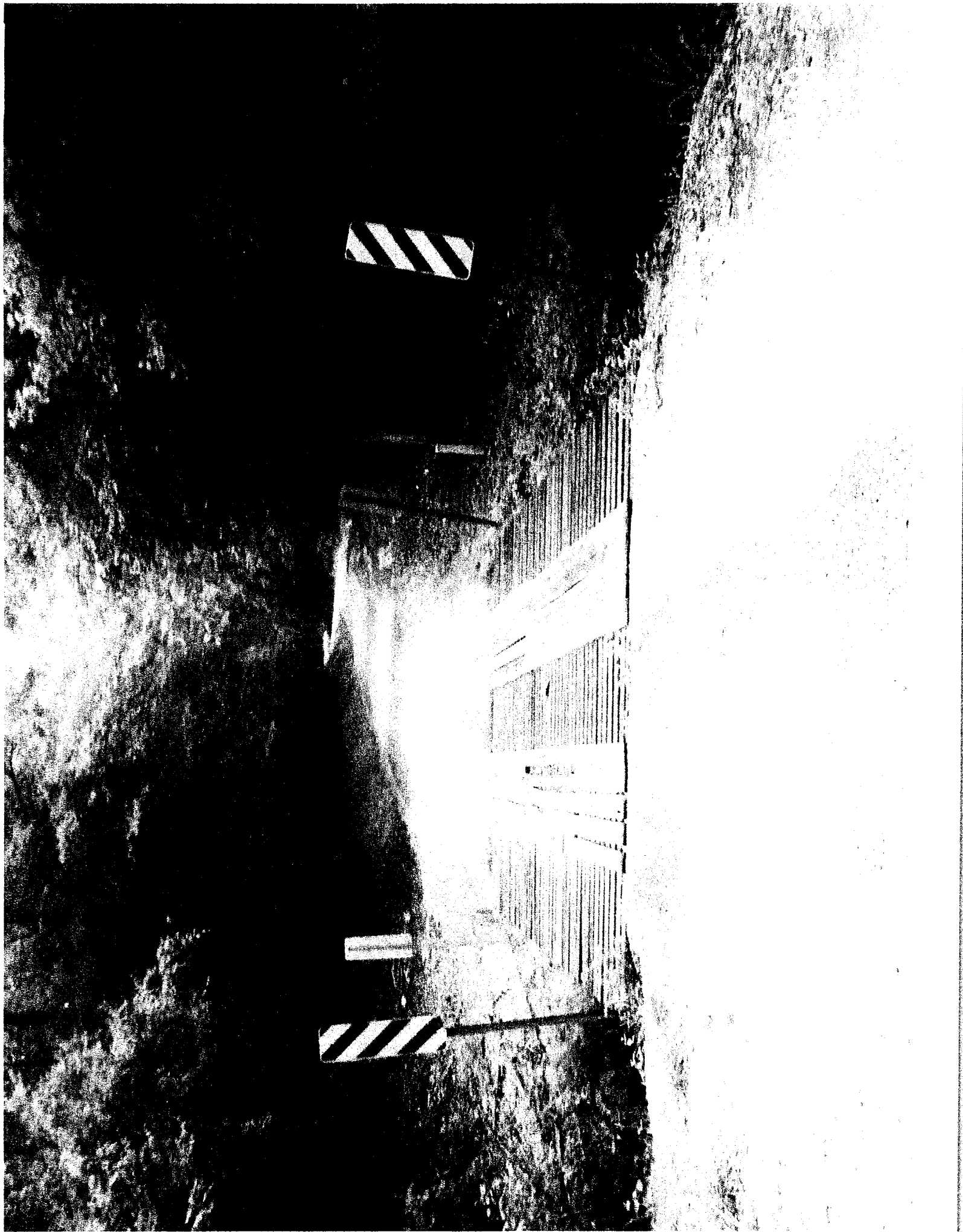
GIS Internet Report



Map Information



Tuscaloosa County Disclaimer
Information deemed reliable but not guaranteed.
Copyright © 2010



BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

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

REGIONAL VICE PRESIDENT- AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE



WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

September 30, 2010

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

RE: Lye Branch Bridge Replacement
Invoice #4
BKI Job No. Tu.10.007

For professional services rendered on the referenced project through the month of September 2010.

PAYMENT REQUEST NO. 4

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,500.00	52%	\$ 24,000.00	\$ 6,000.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ 500.00
GEOTECHNICAL SERVICES	\$ 22,300.00	0%	\$ -	\$ -
	<u>\$77,300.00</u>		<u>\$ 32,500.00</u>	<u>\$ 6,500.00</u>

PREVIOUSLY INVOICED: \$ (26,000.00)

AMOUNT DUE: \$ 6,500.00

BKI INVOICE: 48634
JC

RECEIVED
OCT 21 2010

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

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

REGIONAL VICE PRESIDENT- AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE



WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

September 30, 2010

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

RE: Old Jasper Road Bridge
Invoice #15
BKI Job No. 3338

For professional services rendered on the referenced project through the month of September 2010.

PAYMENT REQUEST NO. 15

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,200.00	99%	\$ 45,570.00	\$ 500.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 20,750.00	73%	\$ 15,176.03	\$ 4,324.50
			\$ 68,446.03	\$ 4,824.50

PREVIOUSLY INVOICED: \$ (63,621.53)
AMOUNT DUE: \$ 4,824.50

BKI INVOICE: 48627
JC

RECEIVED
OCT 21 2010

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

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

REGIONAL VICE PRESIDENT- AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE



WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

September 30, 2010

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

Re: Patriot Parkway Extension
Invoice #28
BKI Job No. 3196

For professional services rendered on the referenced project through the month of September 2010.

PAYMENT REQUEST NO. 28

MAX FEE \$ 206,500.00

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	64,020.00	-

TOTALS: \$206,500.00 \$ -

ADDITIONAL SERVICES:	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN:				
DESIGN	\$ 69,500.00	100%	\$69,246.00	
SURVEY	\$ 40,315.00	97%	\$ 39,036.77	\$ 983.57
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%	\$ -	\$ -
ADDITIONAL SERVICES:				
WETLAND CROSSING	\$ 11,500.00	78%	\$ 9,000.00	\$ -
TOTAL			\$159,632.77	\$ 983.57

TOTALS: \$366,132.77

LESS PREVIOUSLY INVOICED: (365,149.20)

AMOUNT DUE THIS INVOICE: \$ 983.57

RECEIVED

OCT 21 2010

BKI Invoice: 48618
jc

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



MONTH OF: OCTOBER, 2010

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	5568-6052	\$6,080,367.17
SPECIAL SALES TAX	22	\$3,000,000.00
112 ROAD & BRIDGE	1146-1354	\$4,347,368.15
116 CAPITAL IMPROVEMENT	3009	\$300,000.00
117 RRR GAS TAX	301	\$600,000.00
120 REAPPRAISAL	1487-1508	\$253,090.79
160 COMMUNITY DEVELOP	1541-1543	\$23,692.94
710 PAYROLL-CHECKS	91405-91451	\$1,221,955.39
	50673-50818	\$129,913.90
PAYROLL-DIR DEP	32674-33558	\$952,044.85
720 EXCESS LAND SALES	346	\$14,111.83
730 FIDUCIARY	33	\$15.81
750 PISTOL PERMIT	3750-3766	\$11,142.72
780 E911	4413-4434	\$71,979.90
781 GAS TAX BONDING		
783 WORKMEN'S COMP	1,412	\$3,595.01
784 TAX COLL SPECIAL	281	\$32.77
785 TAX ASSR SPECIAL	1692-1696	\$1,094.52
786 MFG HOMES		
787 MOTOR VEH TRAINING	96-97	\$2,225.00

\$17,012,630.75

CHECKED BY: WM Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM W Hardy McCollum

COMMISSIONER, DON WALLACE Don Wallace

COMMISSIONER, GARY YOUNGBLOOD Gary Youngblood

COMMISSIONER, BOBBY MILLER Bobby Miller

COMMISSIONER, REGINALD MURRAY Reginald Murray

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION
SAND SPRINGS WATER AUTHORITY MERGER WITH
CITY OF NORTHPORT WATER SERVICE AREA

WHEREAS, Sand Springs Water Authority and the City of Northport have been in discussions and negotiations relating to a merger between the two water systems; and

WHEREAS Tuscaloosa County has been apprised of these ongoing negotiations and have been presented with a proposed Agreement relating to the merger of the systems, a copy of which being attached hereto; and

WHEREAS this Commission desires to grant its approval to the merger based on the terms and conditions of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission as follows:

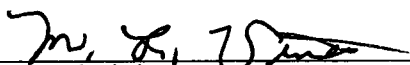
1. That the merger of Sand Springs Water Authority with the City of Northport be, and the same hereby is, APPROVED, and same shall be in accordance with the terms and conditions of the proposed agreement attached hereto, and incorporated herein by this reference.

2. The Chairman is hereby authorized to execute the proposed agreement, together with any reasonable changes necessary in connection therewith, and the County Administrator is hereby authorized to attest the signature of the Chairman.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to execute any and all other documents reasonably required in connection herewith, and the County Administrator is hereby authorized to attest the signature of the Chairman, and that copies of this resolution be distributed to any and all parties in connection herewith.

CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a resolution of the Tuscaloosa County Commission held at its regular meeting on the 17th day of November 2010.



County Administrator

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RESOLUTION OF THE BOARD OF DIRECTORS OF
SAND SPRINGS WATER AUTHORITY RELATING TO
MERGER WITH CITY OF NORTHPORT WATER SERVICE AREA

WHEREAS, the City of Northport has requested that the Board of Directors of Sand Springs Water Authority consider a merger of the two water systems; and

WHEREAS, discussions and negotiations with the City of Northport have been held and the Tuscaloosa County Commission has been apprised of the ongoing negotiations and discussions; and

WHEREAS, both the Northport city Council and the Tuscaloosa County Commission have approved a merger agreement which is attached hereto and incorporated herein by this reference; and

WHEREAS, this Board desires to approve the said agreement as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Sand Springs Water Authority as follows:


1. That the merger of Sand Springs Water Authority and the City of Northport be, and the same hereby is, APPROVED, and same shall be in accordance with the terms and conditions of the agreement attached hereto, and incorporated herein by this reference.

2. The Chairman and Vice-Chairman are hereby authorized to execute the agreement, together with any reasonable changes necessary in connection therewith, and the Secretary is hereby authorized to attest the signature of the Chairman and Vice-Chairman as required.

BE IT FURTHER RESOLVED that the Chairman, Vice-Chairman and Secretary are authorized to execute any and all other documents reasonably required in connection herewith.

CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Directors of Sand Springs Water Authority at a special meeting held on the 17th day of November, 2010.


Secretary

RESOLUTION NO. 10-_____

RESOLUTION APPROVING A CONTRACT WITH SAND SPRINGS WATER AUTHORITY
AND AUTHORIZING THE MAYOR TO ENTER INTO THE CONTRACT

WHEREAS, the Sand Springs Water Authority (SSWA) currently provides water service to the Highway 171 corridor and a portion of the Highway 43 corridor; and

WHEREAS, the City of Northport currently provides treated water to SSWA; and

WHEREAS, a majority of the City Council feels it is in the best interest of the City to protect and enhance future growth and development of the City along these corridors by acquiring the SSWA service area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, as follows:

1. That the City Council hereby approves and adopts the Agreement between the City of Northport and Sands Springs Water Authority, hereto attached as Exhibit "A".
2. That the City hereby authorizes the Mayor to execute said agreement with SSWA.

RESOLVED AND DONE this 15th day of NOV, 2010.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: 
William Tunnell, Its President

ATTEST:



Scott Collins
City Administrator-Clerk

Reading: LOGAN

Motion By: WEBB

Second By: HARPER

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

**AGREEMENT BETWEEN THE CITY OF NORTHPORT
AND SAND SPRINGS WATER AUTHORITY**

THIS CONTRACT is entered into on this the 17th day of NOVEMBER, 2010, by and between the CITY OF NORTHPORT, Alabama, a municipal Corporation, hereinafter sometimes referred to as "NORTHPORT" or "the CITY" and SAND SPRINGS WATER AUTHORITY, hereinafter sometimes referred to as the "SAND SPRINGS", and THE COUNTY OF TUSCALOOSA, ALABAMA, a subdivision of the State of Alabama ("COUNTY").

WHEREAS, the CITY and SAND SPRINGS 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, the CITY and SAND SPRINGS have agreed to merge their systems such that same will be operated and maintained as the City of Northport Water System as hereinafter described, and the parties hereto have determined that such a merger is in the best interest of all of the customers of both systems as well as the entirety of the communities represented by both parties.

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:

The area of SAND SPRINGS is shown and depicted on the attached Exhibits hereto. It is the intention of the parties that the area currently being served by SAND SPRINGS shall be incorporated as a new portion of the service area of the CITY and shall be operated and maintained by the CITY in accordance with the terms and conditions provided herein.

The consideration for this merger shall be the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations, including, but not limited to the conveyance, transfer and assignment of all of the facilities and assets of SAND SPRINGS to the CITY, and the assumption of the CITY of all liabilities, debts, notes, mortgages, bond issues or any other obligations, bills or payments as may be required, of any nature whatsoever, together with the assumption of all responsibilities by the CITY relating to the operation and maintenance of the water distribution system of SAND SPRINGS.

For the purposes of this agreement, the "Arca" shall describe the service area of SAND SPRINGS being merged into the service area of the CITY in accordance with this agreement.

B. Facilities and Assets:

(1) General: By the terms of this agreement, SAND SPRINGS is conveying, transferring and assigning to the CITY, including all encumbrances, liens, debts, or mortgages, whatsoever, all of its rights, assets and facilities, customers and accounts constituting its water distribution system, 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, including, but not limited to, any and all interest in land utilized in the operation of and as part of its water distribution system, 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 SAND SPRINGS is authorized to engage in the operation of a water distribution, including all customers, revenues, accounts, earnings, incomes, and profits.

To the extent that the assets include interest in land, SAND SPRINGS shall, prior to customer transfer, execute and deliver to the CITY legal documents evidencing such conveyance to the CITY. COUNTY agrees to the merger described herein and consents to the transfer of any interest in land from SAND SPRINGS to the CITY and COUNTY further agrees that CITY may utilize the water mains, lines, pumps, meters and all appurtenances constituting the water distribution system of SAND SPRINGS together with the right to operate, maintain and repair same including, but not limited to, the right to utilize County road rights-of-way in accordance with all applicable laws and the rules and regulations governing same as currently apply or are enacted by the COUNTY.

SAND SPRINGS represents and warrants to the CITY that, to the best of its knowledge, 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, to the best of its knowledge, the CITY will own all such facilities, assets and rights of SAND SPRINGS, subject to any and all liens, mortgages or encumbrances whatsoever. The parties agree that SAND SPRINGS makes no warranties of title to any assets and all facilities and assets are being transferred AS IS. However, SAND SPRINGS will provide CITY title insurance in an amount agreed by the parties for all real estate being transferred to the CITY under this Agreement. Cost shall be paid out of the monies being transferred to the CITY under this Agreement.

SAND SPRINGS represents and warrants to the CITY that to the best of its knowledge, information and belief, all facilities are in good working order, normal wear and tear excepted, and that there are no major valve, line or main leaks, breakages or failures. The CITY shall have the right to inspect the facilities and assets being transferred at any time mutually agreeable. That until transfer of the same, SAND SPRINGS agrees to maintain all facilities and assets in good

working order, except for normal wear and tear, and that, except for such routine maintenance and repair of the facilities and assets, SAND SPRINGS 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.

(2) Technical and Other Requirements: In order to insure that the current water customers of SAND SPRINGS which are being transferred to the CITY in accordance with this agreement receive a continued quality of water service, the parties agree that the CITY will do the following:

(a) Modify Northport's ADEM water supply permit and close SAND SPRINGS permit.

(b) Update the SAND SPRINGS record drawings and copies which will be provided to the CITY.

(c) Update the system map.

(d) Modify the CITY'S disinfection byproducts plan to include the SAND SPRINGS area and make similar changes to other plans such as lead/copper, sample siting, etc.

(e) Repaint the two SAND SPRINGS water tanks which the parties agree are past due in need of such repainting. This may be done in conjunction with all CITY water tanks.

(f) Complete improvements to the Hidden Meadows area which is in need of pipe replacement and/or pressure reduction.

The parties further agree that, to the extent possible, and practical, McGiffert & Associates, LLC, shall be utilized to complete the items described in this provision. It is further agreed that status reports be made to the Tuscaloosa County Commission, in care of their attorney, Barry L.

Mullins, at least on ninety (90) day intervals commencing with the date of execution and adoption of the provisions of this agreement for a period of one year.

(3) The parties agree that the cash or other liquid assets owned by SAND SPRINGS as of the date of transfer or merger described in this agreement and as shown on the designated exhibit attached hereto, and constituting a sum in the approximate amount of \$220k shall be utilized by the CITY for the repair, maintenance, upkeep and improvements to the water distribution system for the service area of SAND SPRINGS being transferred or merged herein. In addition, these funds may be used for the payment of SAND SPRINGS legal and engineering fees incurred during this transition and for the cost of providing title insurance of SAND SPRINGS real estate being transferred to the CITY by SAND SPRINGS. The parties further agree that all funds shall be placed in certificates of deposit, savings accounts or checking accounts, as may be needed, which require approval by (a) the Northport City Administrator, and (b) an authorized representative of the current SAND SPRINGS board. Commencing with the transfer or merger herein, the authorized representative of SAND SPRINGS shall be Mike Boswell, and that representative may be changed by written authorization signed by the said Mike Boswell, and if he is not willing or able to make such replacement designation then by the remaining two members of the SAND SPRINGS Board of Directors, Henry Harless and Sammie Anders. If none of three (Boswell, Harless and Anders) are not willing or able to make such replacement designation, then such designation shall be made by COUNTY.

C. Service Area and Rights:

SAND SPRINGS represents to the CITY that, to the best of its knowledge, 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 being transferred to the CITY herein by virtue of this agreement to any

other person, firm or corporation. SAND SPRINGS also represents and warrants that, to the best of its knowledge, 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 SAND SPRINGS all of which are, by the terms hereof, conveyed, transferred and assigned to the CITY.

SAND SPRINGS agrees and consents to the merger of its service area as described herein and depicted on Exhibit "A" and that the CITY, by the terms of this agreement, shall have the right, to the exclusion of SAND SPRINGS 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 SAND SPRINGS 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 of any kind to any person in any portion of the Area and, further, that this agreement also constitutes "consent" to the CITY from SAND SPRINGS pursuant to applicable law to the extent the same is or may be required. SAND SPRINGS agrees that it will not institute any legal action, complaint or claim contesting or otherwise seeking to challenge the CITY'S rights acquired by virtue of this agreement in the Area, nor assist anyone so doing, except in the event of a breach of the terms and conditions herein, all of which shall survive the transfers provided by this agreement.

The CITY will not sell or transfer any of the existing customers or the Area described herein to any other third party or entity for a period of a minimum of ten (10) years from the date of the merger or transfer contemplated by this agreement, and the CITY further agrees that it shall not discontinue water service to any current customers of SAND SPRINGS except for non-payment or breach of any other policies relating to water service.

D. Expenses:

The CITY will be responsible for such legal, engineering and accounting fees and other expenses incurred with this agreement, whether or not any or all aspects of same are not consummated as anticipated and may be paid from the funds being transferred to the CITY by SAND SPRINGS referenced above.

E. Applicable Laws and Regulations:

SAND SPRINGS represents that, to the best of its knowledge, 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:

All parties mutually represent each to the other, that they are public corporations or governmental entities, 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, governmental entity and/or municipal corporation and each represent and warrant to the other that they have full power to enter into this agreement and conclude the same, and SAND SPRINGS represents to the CITY that, to the best of its knowledge, it has full power and authority to convey and transfer the Area, properties, assets, customers and facilities as set forth herein, and the CITY represents to SAND SPRINGS 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. SAND SPRINGS 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 Tuscaloosa County Commission, State or Federal agencies, and applicable financial institutions for such amendment. SAND SPRINGS 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 the CITY. Once this has been accomplished, SAND SPRINGS shall be dissolved.

I. Customers and Transition of Service:

(1) Timing: The actual transfer and conveyance of the facilities and assets of the system and customers of SAND SPRINGS will take place at the conclusion of SAND SPRING'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, or as mutually agreed.

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

(2) Cost: The CITY will bear all its cost of the transition of service, and, if it is necessary, to remove or relocate any facilities, including valves, lines or meters, and it shall do so at its own cost prior to or simultaneously with the connections.

(3) Records: SAND SPRINGS agrees to cooperate with the CITY 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 SAND SPRINGS that are delinquent at the time of transfer, the CITY may pursue collection pursuant to its policies; however, the CITY is not obligated to reimburse SAND SPRINGS for uncollectible delinquent accounts nor collect such accounts, in the sole discretion of the CITY.

(5) Deposits: The CITY will manage certain transition matters including transferring accounts for customers in the Area. Sand Springs 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, the CITY will assess each customer in the area any additional security deposit required according to its policies and procedures.

(6) Rates, Fees and Charges: Immediately following the transition as contemplated in this agreement, the CITY shall be allowed to charge the former customers of SAND SPRINGS the

prevailing administration fee (currently \$7.71) together with any corresponding increases to such administration fee as shall be charged to other customers of the CITY, plus charges for usage at the rate of \$5.25 per one thousand (1000) gallons per month. The CITY shall also be allowed to implement rate increases for the SAND SPRINGS customers which are transferred in connection herewith in an amount equal to any increases imposed upon other CITY customers, but only at such time that the rates of the former SAND SPRINGS customers and other CITY customers are equivalent. These rates do not reflect applicable State of Alabama sales taxes.

(7) Additional Charges: The CITY shall not impose any additional charges upon the existing customers of SAND SPRINGS that are transferred in connection herewith, except as would apply to all existing CITY customers described herein and subject to the next preceding subparagraph. All decreases in rates or charges made for CITY customers shall also be made effective for existing customers of SAND SPRINGS transferred herein. This provision shall survive the merger contemplated by this agreement.

J. Employees:

The parties hereto agree that SAND SPRINGS currently has four (4) employees, as follows:

Ruelcenc Hallman - start date: June 15, 2001 (9 years); DOB: January 15, 1952; hourly wage: \$16.70; Office Manager and Secretary.

Joseph Hallman - start date: October 17, 2005 (5 years); DOB: January 5, 1974; hourly wage: \$17.45; Grade 1 Operator.

Jeff Wheat - start date: June 20, 1999 (11 years); DOB: April 13, 1965; hourly wage: \$21.01; Grade 2 Operator.

Tammy Beasley - start date: June, 2006 (4 years); DOB: June 11, 1961; hourly wage: \$10.30; Assistant Office Manager and Secretary.

Samuel Albert Watkins: Retired - CITY agrees that any increases or matching for

other retirees of the CITY shall also be made effective for Samuel Albert Watkins.

The CITY agrees to retain said employees upon the same terms and conditions of their employment with SAND SPRINGS or upon terms and conditions of employment of similar situated employees of the CITY. The CITY further agrees to make the current employees of SAND SPRINGS eligible for civil service designation and protection and further agrees to allow these employees to participate in any benefits or programs currently made available to other employees of the CITY, including, but not limited to, retirement, health insurance, vacation, holidays, sick or personal leave, and any and all other such programs or benefits available, whether they are specified herein or not. In connection with the matters involving employees as provided in this paragraph, the parties agree that the employees of SAND SPRINGS that are being transferred to the CITY will have employment with the City under the conditions described herein.

- ◆ Employees of Sand Springs will receive seniority as employees of the CITY based upon their date of hire at SAND SPRINGS.
- ◆ Keep each employee in same or similar job description with no loss in pay or benefits while employed by the City of Northport.
- ◆ Keep current office operational, to be treated as a satellite office for a minimum of nine (9) months.
- ◆ Sand Springs employee's vacation and sick time will be carried over to the City of Northport with no penalties.
- ◆ Employees of SAND SPRINGS may not receive a salary increase until other similarly classified CITY employees' salaries become equal to that of the SAND SPRINGS employee.
- ◆ Upon completion of this merger, SAND SPRINGS employees shall become City

employees and, as such, are subject to all CITY employee rules and regulations.

The employees named in this paragraph shall have standing and the right to enforce the provisions of this Agreement by civil action in a court of competent jurisdiction, and the parties herein agree that those rights shall survive the execution hereof. If litigation or other civil action is required, the prevailing party shall be entitled to the costs of such action including reasonable attorneys fees.

K. **DEFAULT:** The parties hereto agree that in the event of a substantial default by the CITY to the performance of the provisions in this agreement during the first ten (10) years following the merger described herein, any former board member of SAND SPRINGS or any of the customers and employees of SAND SPRINGS being transferred, or the COUNTY by and through the Tuscaloosa County Commission, shall have, in addition to all remedies available under statutory or common law, and further in addition to any remedies provided in this agreement, shall have the right to either sue for specific performance or for an order from a court of competent jurisdiction to have the SAND SPRINGS service area and customers being the subject of this agreement, transferred to the jurisdiction of the Tuscaloosa County Commission for purposes of operation and maintenance of the water distribution system in the Area described herein.

The CITY shall receive written notice of any alleged default in writing sent by hand delivery or certified mail as follows:

- (1) Mayor
City of Northport
3500 McFarland Blvd.
Northport, Alabama 35473

With a copy to:

- (2) City Administrator
City of Northport
3500 McFarland Blvd.
Northport, Alabama 35473

With a copy to:

- (3) Ronald L. Davis, or his successor
City Attorney
City of Northport
3500 McFarland Blvd.
Northport, Alabama 35473

The CITY shall have thirty (30) days from the receipt of written notice to cure any alleged substantial default. No lawsuit may be brought against the CITY prior to the expiration of this thirty (30) day written notice requirement.

L. 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 the CITY and COUNTY, and a majority of the former three member Board of SAND SPRINGS as they existed on the date of this agreement. This provision shall remain in effect for a period of ten (10) years from the date of this agreement.

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 interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement, and the parties agree that each has the right to enforce the provisions hereof by civil action in a court of competent jurisdiction and the prevailing party shall be entitled to costs of such action including reasonable attorneys fees; and it is further agreed that such right shall extend to the current customers of SAND SPRINGS and its employees named herein; this provision shall survive the transfers or merger as described herein.

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.

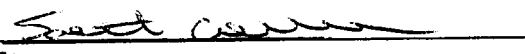
IN WITNESS WHEREOF, the parties have hereto set their hand and seals on the day and date first above written.

CITY OF NORTHPORT

BY: 

Bobby Herndon, Mayor

Attest:

By: 
As Its CITY ADMINISTRATOR

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, Flora Gay, a Notary Public, in and for said State at Large, hereby certify that Bobby Herndon, whose name as Mayor of the City of Northport, Alabama, 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 17th day of November, 2010.

Elora Gray
Notary Public in and for the
State of Alabama at Large
My Commission Expires: 11/5/14

SAND SPRINGS WATER AUTHORITY

BY: Mike Boswell
Mike Boswell, Chairman

Attest:

Henry Harless
Henry Harless, Secretary

BY: Sammie L. Anders
Sammie Anders, Vice-Chairman

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, Kelli Elmore, 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 17th day of November, 2010.

Kelli Elmore
Notary Public in and for the
State of Alabama at Large
My Commission Expires: 2/16/11

COUNTY OF TUSCALOOSA, ALABAMA

BY: W. Hardy McCollum
W/ Hardy McCollum, Chairman

ATTEST:

M. L. Vines
Melvin L. Vines, County Administrator

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, Lisa Whitehead, a Notary Public, in and for said State at Large, hereby certify that W. Hardy McCollum, whose name as Chairman of County of Tuscaloosa, Alabama, 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 17th day of November, 2010.

Lisa M. Whitehead
Notary Public in and for the
State of Alabama at Large
My Commission Expires: MY COMMISSION EXPIRES 03-10-2013

Tuscaloosa County Commission RFP for Blade Servers

For: Tuscaloosa County Commission (TCC)

Date: 10/15/2010

Bid: RFP for Blade Servers

Bid Due Date: 10-27-2010

Time: 9:00AM

Responses must be submitted from an authorized Hewlett Packard Platinum Channel Partner.

Provider must have HP BladeSystem ASE and Microsoft MCSE on staff locally to answer any questions regarding the configurations listed below and if required by TCC must come on-site to for pre-sales consulting with TCC for items relating to the hardware, implementation and/or end-user training for the configurations listed below @ no cost to Tuscaloosa County Commission.

Configurations listed below must be manufactured by Hewlett Packard Company and match the specifications exactly: New only – No Substitutions.

TCC Purchase Qty: From Zero (0) to Twelve (12) of each of the following configurations -

Configuration #1 - HP BL460 G7 server with the following features:

- Qty 2, L5630 processors
- Qty 6, 4GB Low Power PC3L-10600 Single Rank memory kits
- Qty 2, 146GB 15k RPM hot swappable SAS drive factory configured for RAID 1
- HP HA104A3 level support

Pricing and availability for - Configuration #1 - HP BL460 G7 server

Date ARO: 5 - 7 Business Days

Price Each: \$ 4,854.91

Configuration #2 -HP BL490 G7 server with the following features:

- Qty 2, X5650 processors
- Qty 6, 8GB Low Power PC3L-10600 Single Rank memory kits
- Qty 1, 4GB HP SLC SD Memory Card
- HP HA104A3 level support

Pricing and availability for - Configuration #2 - HP BL490 G7 server

Date ARO: 7-14 Days (2-week lead time)

Price Each: \$6,149.00

Thanks,

Curtis Churchwell

Dasher Technologies, Inc.

curtis@dasher.com

205-278-7410



enablingtechcorp.com

12226 Long Green Pike
 Glen Arm, MD 21057
 443.625.5100 (P)
 443.625.5101 (F)

Purchase Agreement for NET Gateways & F5 Servers

Date: August 31, 2010

Bid #10688

Billing Contact Information:

James Tullidge
 Director Information Technology
 Tuscaloosa County
 714 Greensboro Avenue
 Tuscaloosa, AL 35401
 (205) 464-8450
jtullidge@tuscco.com

End User Information:

James Tullidge
 Director Information Technology
 Tuscaloosa County
 714 Greensboro Avenue
 Tuscaloosa, AL 35401
 (205) 464-8450
jtullidge@tuscco.com

ETC Sales Contact Information:

John Schell
 Email: John.Schell
 Phone: 443-625-5230

Quote for NET Gateways and F5 Services with Support

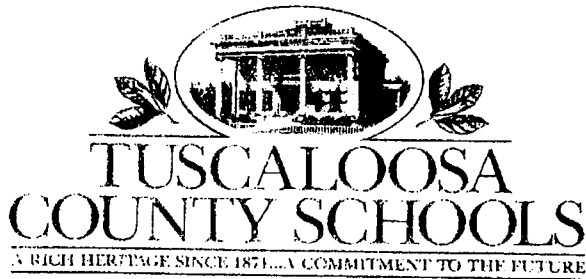
Line Item	Part Number	Description	QTY	Cost	TTL
3	F5-BIG-LTM-1600-4G-R	F5 Networks BIG-IP Switch Load Traffic Manager 1600 4GB ROHS Load Balancer	2	\$14,985.00	\$29,970.00
4	F5-BIG-LTM-1600-Support	12 months F5 BIG-LTM-1600 24x7 support, Next business day RMA	2	\$3,059.15	\$6,118.00
Total					\$36,088.00

Equipment: Yes

System Components

Quantity	Component	Comments
2	F5 Load Balancers	Appliance, best practice is to have separate Redundant Load Balancers for the Front End and Edge Servers

12226 Long Green Pike, Glen Arm, MD 21057
 Phone: (443) 625-5230 • Fax: (443) 625-5231 • E-Mail: jschell@enablingtechcorp.com • Web: www.enablingtechcorp.com



OFFICE OF THE SUPERINTENDENT

To Whom It May Concern:

I, James W. Wilson, do hereby give my permission to the Tuscaloosa County School System, Transportation Department, its employees and others acting on its behalf, to enter upon my property described as:

16700 Northfork Dr. Northport, AL 35475

property for parking + turn around is on Bullstog Rd.

For the purpose of:

To park and turn around a school bus.
No excavating, just some material.

I hereby release the Tuscaloosa County School System, its employees and others acting on its behalf, from any and all damages or claims of any kind whatsoever associated with their entry upon the property described herein above or their operations thereon.

Land Owner Signature:

J. Wilson

Date: 11-15-10

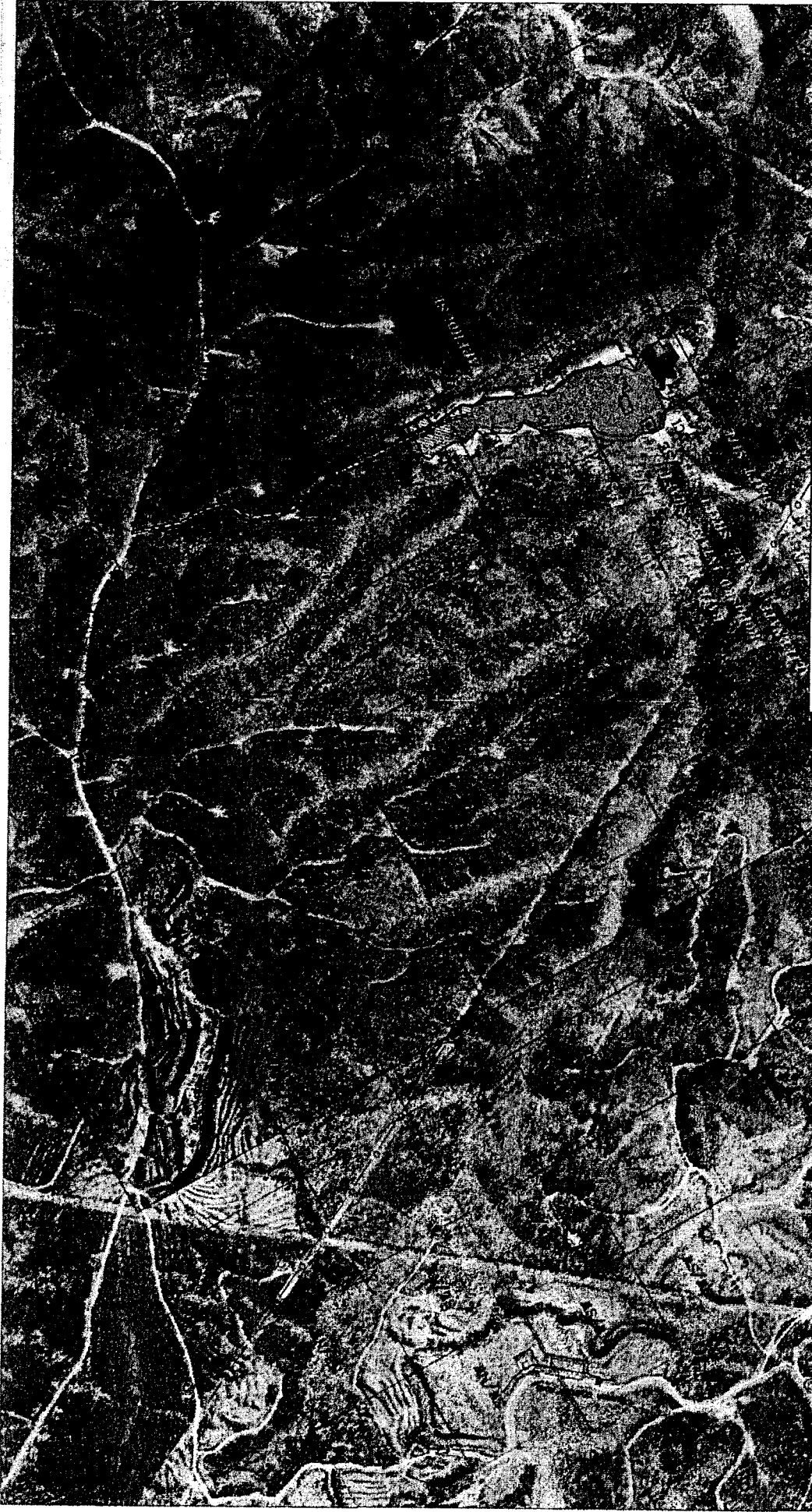
Witness Signature:


J. D. Days

Date: 11-15-10

Re: Waiver to disturb within 100 foot offset to Warrior Cemetery Road a Tuscaloosa Co. Road



Drummond Co. Inc. respectfully requests that the Tuscaloosa County Commission grant a waiver to disturb within the above referenced setback in the SW/NW $\frac{1}{4}$ and the NW/SW $\frac{1}{4}$ of Section 25 Township 17 Range 7 West. The waiver is requested, as required by the Alabama Surface Mining Commission. Disturbance within the setback will be limited to grading a small surface area necessary for supporting construction of two ventilation shafts that will provide fresh air to the underground workings of Shoal Creek Mine. Disturbance within the 100 foot offset will not affect traffic flow and signs will be posted along the road, as necessary, to inform the public of the construction operation. The attached map shows the area requested for the waiver.



 **DRUMMOND COMPANY, INC.**
P.O. Box 1549 Jasper, MI 49502
SHOAL CREEK MINE
WAIVER TO DISTURBED WITHIN THE 100'
OFFSET TO WARRIOR CEMETERY ROAD

DESIGNED BY	
APPROVED BY	
SCALE	1" = 1000'
DATE	11-25-10

LEGEND

	WAIVER AREA
	PROPOSED SILT FENCE



NEAL GUY
PRINCIPAL

HOLT HIGH SCHOOL

3801 ALABAMA AVENUE
Holt, ALABAMA 35404
TELEPHONE (205) 342-2768
FAX (205) 553-8225

RICKY JENKINS
ASSISTANT PRINCIPAL

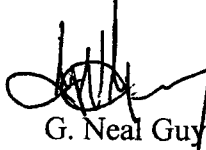
The Honorable Bobby Miller
The Honorable Reginald Murray
The Honorable Don Wallace
The Honorable Gary Youngblood
Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35407

November 10, 2010

Dear Commissioners,

We would like to thank you for all you have done in the past to support Holt High School. Your assistance has allowed us to offer opportunities for students that would not have otherwise been possible. We currently have several needs concerning the school campus and we would like to ask for your help with one of these projects. The property that housed the old National Guard Armory is currently sitting empty on our campus. The property was purchased by the school board, but is not currently serving any purpose. In order for us to use this land, we would like to convert it to a practice field for our athletic programs. We are asking for the commission's help with clearing, filling, and grading of this lot. We will install irrigation and seed the lot. We do not have the equipment or expertise to prepare the property for use as a practice field, and we would greatly appreciate your help. Thank you again for your service to the community and schools in Holt and to the people of Tuscaloosa County.

Sincerely,



G. Neal Guy
Principal,
Holt High School

Holt Pride is Alive