

TUSCALOOSA COUNTY COMMISSION

MEETING

April 6, 2011

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 Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for mowing services to Lovin Contracting, Inc. Bids were opened March 30, 2011.

Exhibit 4-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to establish a Flood Insurance Variance Board with each Commission member serving on the Board.

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:

Patriot Parkway Extension Project \$1,054.00  
Lye Branch Bridge Replacement Project \$2,100.00

Exhibit 4-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for welded wire mesh to Insteel Wire Products.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to accept the low bid meeting specifications for mosquito spray chemicals. The bidding firms are as follows:

Gil Manufacturing  
Univar USA, Inc.  
Clarke Mosquito Control Products  
ADAPCO

Exhibit 4-3, Page

Planning Director Farrington Snipes read into the record a proclamation from the Governor of Alabama recognizing April as "FAIR HOUSING MONTH."

Exhibit 4-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Attorney Robert Spence to obtain a ruling from the Attorney General's Office and the Ethics Commission regarding the Culver Road Sewer Project.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the amended Articles of Incorporation for the Tuscaloosa County

Mental Retardation Authority, Inc., changing the name to Ability Alliance of West Alabama.

Exhibit 4-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to grant a waiver from County Litter Ordinance - Amendment 001 to allow Mr. Cary Arrington to complete the construction of a fence to enclose his vehicles rather than requiring that they be enclosed in a building.

Exhibit 4-6, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution for approval of a credit agreement and guaranty agreement of the Tuscaloosa County Park and Recreation Authority regarding replacement of the revenue bonds, series 2000, in the original principal amount of \$3,000,000.00.

Exhibit 4-7, Page

Commissioner Bobby Miller's motion to adopt a resolution and order confirming and ratifying the levy of the countywide school sales tax in Tuscaloosa County failed for lack of a second.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to set the ad valorem millage rates for the 2010-1011 tax year.

Exhibit 4-8, Page

Commissioner Bobby Miller's motion to grant a variance from the Flood Damage Prevention Ordinance for John Burroughs, owner of Southern Oaks Mobile Home Park, was seconded by Commissioner Gary Youngblood. The ordinance requires the property owner to obtain an elevation certificate each time a mobile home is set on an existing lot. Probate Judge W. Hardy McCollum suggested the motion be amended to grant a temporary variance until new data is established in order to prevent a hardship on Mr. Burroughs.

Commissioner Miller accepted the suggested amendment, which was passed unanimously.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted three-to-one to adopt a resolution in support of bringing the Town Hall property of Lakeview into the City of Lakeview. Commissioner Don Wallace abstained from casting a vote.

Exhibit 4-9, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to perform a one-time maintenance operation consisting of grading and graveling the gravel section of Renfroe Drive from the intersection of Bent Creek Lane to the gate.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to increase the limit of \$1,000.00 for the Road and Bridge Department to assist public agencies with routine requests to \$2,500.00.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to waive the minimum right-of-way requirement from 50 feet to 30 feet for the construction of Fern Drive.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve the transfer of ownership of three utility permits from Chevron Mining, Inc. to Jim Walter Resources. Chevron Mining, Inc. is selling the North River Mine and related assets to Jim Walter Resources.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to provide slag for the front of the

Echola Volunteer Fire Department and on the old school site, which is their current parking lot.

Exhibit 4-10, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve overtime for employees to manage barricades as needed for a festival at Holt High School on Sunday, April 17, 2011.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to accept bids for the placement of guardrail and anchors at 18551 Crisstown Road.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to waive existing right-of-way requirements for Sequoia Drive to construct the roadway in the existing prescriptive right-of-way.

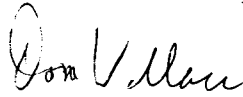
Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to provide lighting at Hillcrest High School and Northside High School at a total cost of \$35,145.00 for five years to include maintenance, electricity, etc., with Commissioner Miller and Commissioner Wallace agreeing that each will provide half from their district development funds for five years, which will be a one-time *acceptance*.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to post the speed limit on Wesley Chapel Road at 35 MPH from Gainesville Road to the intersection of Highcrest Lane, and 45 MPH from Highcrest Lane to the intersection of Sipse Valley Road.

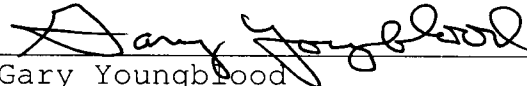
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 20, 2011.



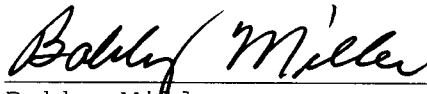
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



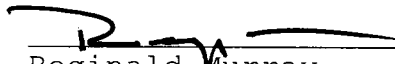
Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

**BID SUBMISSION SHEET  
MOWING TUSCALOOSA COUNTY ROADS**

Description	Quantity	Unit	Unit Price	Bid Amount
1 <sup>st</sup> Mowing of Right-of-way	1	Lump Sum	\$ <u>81,053.08</u>	\$ <u>81,053.08</u>
<b>OPTIONAL</b> 2 <sup>nd</sup> Mowing of Right-of-way	1	Lump Sum	\$ <u>81,053.08</u>	\$ <u>81,053.08</u>
Additional Roads	10	Mile	\$ <u>90.00</u>	\$ <u>900.00</u>
<b>Bid Total</b>				\$ <u>163,006.16</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Lovin Contracting Company, INC

Mailing Address: PO Box 758 Robbinsville, NC 28771

Telephone: (828) 479-9462

Name: Brandon K. Lovin B.K.L.

Title: President

Date: 3-29-11

**BID SUBMISSION SHEET  
MOWING TUSCALOOSA COUNTY ROADS**

Description	Quantity	Unit	Unit Price	Bid Amount
1 <sup>st</sup> Mowing of Right-of-way	1	Lump Sum	<u>95.95 per mile</u>	<u>\$100,449.09</u>
<b>OPTIONAL</b> 2 <sup>nd</sup> Mowing of Right-of-way	1	Lump Sum	<u>95.95 per mile</u>	<u>\$100,449.09</u>
Additional Roads	10	Mile	<u>95.95 per mile</u>	<u>\$959.50</u>
<b>Bid Total</b>				<u>\$201,857.68</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Tree Farm

Mailing Address: 13415 Hwy 11 South Fosters AL 35463

Telephone: 205-826-3434

Name: Hunter Burns

Title: President

Date: 3/27/11

440.4  
290.23  
144.71  
+ 171.55  

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1046.89  
x 95.95  

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100,449.09



**BID SUBMISSION SHEET  
MOWING TUSCALOOSA COUNTY ROADS**


Description	Quantity	Unit	Unit Price	Bid Amount
1 <sup>st</sup> Mowing of Right-of-way	1	Lump Sum	<u>\$148,658<sup>38</sup></u>	<u>\$148,658<sup>38</sup></u>
<b>OPTIONAL</b>				
2 <sup>nd</sup> Mowing of Right-of-way	1	Lump Sum	<u>\$145,517<sup>71</sup></u>	<u>\$145,517<sup>71</sup></u>
Additional Roads	10	Mile	<u>\$139<sup>00</sup></u>	<u>\$1390<sup>00</sup></u>
<b>Bid Total</b>				<u>\$295,566<sup>09</sup></u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: J. WEST Inc.

Mailing Address: Drawer 390 Northport, AL 35476

Telephone: 339-1884-office 799-7733-cell

Name:  - JASON WEST

Title: President

Date: 3-30-11

**BID SUBMISSION SHEET  
MOWING TUSCALOOSA COUNTY ROADS**

Description	Quantity	Unit	Unit Price	Bid Amount
1 <sup>st</sup> Mowing of Right-of-way	1	Lump Sum	<u>122486.13</u>	<u>122486.13</u>
<b>OPTIONAL</b>				
2 <sup>nd</sup> Mowing of Right-of-way	1	Lump Sum	<u>122486.13</u>	<u>122486.13</u>
Additional Roads	10	Mile	<u>1170.00</u>	<u>1170.00</u>
<b>Bid Total</b>				<u>246142.26</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: COOK CONTRACTORS, INC.

Mailing Address: 111 EAST AVE Berry, AL 35346

Telephone: 205-689-1911 or Cell 205-442-3695

Name: Troyce Townsel

Title: President

Date: 3-25-11

*Bid @ 117/mile  
Troyce R Townsel*

**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

February 28, 2011

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

Re: Patriot Parkway Extension  
Invoice #30  
BKI Job No. 3196

For professional services rendered on the referenced project through the month of February 2011.

**PAYMENT REQUEST NO. 30**

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
<b>DESIGN:</b>				
DESIGN	\$ 69,500.00	100%	\$69,246.00	
SURVEY	\$ 40,315.00	99%	\$ 40,110.77	\$ 554.00
GEOTECHNICAL	\$ 42,350.00	100%	\$ 42,350.00	
<b>CONSTRUCTION ENGINEERING &amp; INSPECTION:</b>				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
<b>ADDITIONAL SERVICES:</b>				
WETLAND CROSSING	\$ 11,500.00	83%	\$ 9,500.00	\$ 500.00
		<b>TOTAL</b>	<b>\$161,206.77</b>	<b>\$ 1,054.00</b>

TOTALS: \$367,706.77

LESS PREVIOUSLY INVOICED: (366,652.77)

AMOUNT DUE THIS INVOICE: \$ 1,054.00

BKI Invoice: 49341  
ks



RECEIVED

MAR 14 2011

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

ASSOCIATES  
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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

February 28, 2011

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

RE: Lye Branch Bridge Replacement  
Invoice #9  
BKI Job No. Tu.10.007

For professional services rendered on the referenced project through the month of February 2011.

**PAYMENT REQUEST NO. 9**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,500.00	83%	\$ 38,650.00	\$ 2,100.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,300.00	0%	\$ -	\$ -
	<u>\$77,300.00</u>		<u>\$ 47,150.00</u>	<u>\$ 2,100.00</u>

PREVIOUSLY INVOICED: \$ (45,050.00)  
AMOUNT DUE: \$ 2,100.00

BKI INVOICE: 49344  
ks

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MAR 14 2011

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT



BID SHEET  
MOSQUITO SPRAY CHEMICAL

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	OMEGO MIST OSC	\$25.00 PER GALLON	55 GALLONS
Permethrin 4 + 8	NO BID	NO BID	No Bid <i>TMG</i>

3 WORKING DAYS FROM ORDER

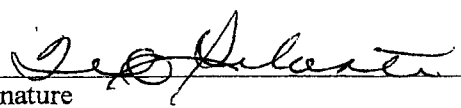
Delivery Time

GIL MANUFACTURING, INC

Company Name

807 OLIVER COURT, MONTGOMERY, AL. 36117

Address

  
Signature

04-01-2011

Date

334-284-8111 PHONE / 334-284-8320 FAX

Telephone Number / Fax Number

BID SHEET  
MOSQUITO SPRAY CHEMICAL

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	KONTROL 4-4	\$17.10	30 GAL
Permethrin 4 + 8	KONTROL 4-4	\$17.10	30 GAL

KONTROL<sup>4-4</sup> IS 4.6% PRODUCT (.334 lbs/gal)

2 DAYS FROM TIME OF ORDER  
Delivery Time

Univar USA Inc.

Company Name 117 WEST PARK DRIVE, SUITE G & H  
BIRMINGHAM AL 35211

Address

Julie Jackson

Signature

4/5/11

Date

205-942-0244 / 205-942-0390

Telephone Number / Fax Number

**BID SHEET  
MOSQUITO SPRAY CHEMICAL**

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	Clarke Biomist 4+4	\$27.72/gal	\$1,524.60/55 gal. drm
Permethrin 4 + 8	(Alternate) Biomist 3+15	\$40.00/gal	\$2,200.00/55 gal. drm
	and Mosquitomaster 4+12	\$40.00/gal	\$2,200.00/55 gal. drm

2-3 days after ARO

Delivery Time

Clarke Mosquito Control Products, Inc.

Company Name

110 E. Irving Park Road, 4th Floor, Roselle, IL 60172

Address



Danny Meyers  
Sales Consultant

Signature

3/29/11

Date

800-323-5727      800-832-9344

Telephone Number / Fax Number

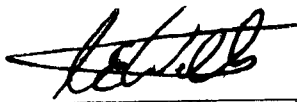
BID SHEET  
MOSQUITO SPRAY CHEMICAL

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	PermX 4-4	\$23.50/gl	275 gl tote
			55 gl drum
Permethrin 4 + 8	Permanone 4-8	\$28.50/gl	275 gl tote
			30 gl drum

2-3 Days ARO  
Delivery Time

ADAPCO, Inc.  
Company Name

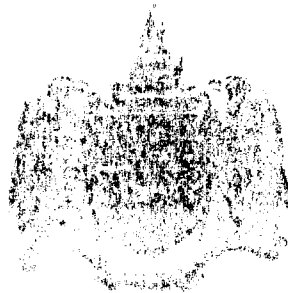
550 Aero Lane Sanford, FL 32771  
Address

  
Signature Tom Wells, Vice President

3/30/11  
Date

PH: 800-367-0659/ FX: 866-330-9888  
Telephone Number / Fax Number





# Proclamation

## By the Governor of Alabama

*WHEREAS, the month of April is recognized throughout the United States of America as Fair Housing Month; and*

*WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, set forth a national policy of fair housing without regard to race, color, nationality, religion, gender, familial status or disability; and*

*WHEREAS, the State of Alabama continues to affirmatively further fair housing for its citizens;*

*NOW, THEREFORE, I, Robert Bentley, Governor of Alabama, do hereby do proclaim the month of April, 2011, as*

### *Fair Housing Month*

*in the State of Alabama, in recognition of the significance of fair housing to our way of life and encourage the citizens of our state to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution and the Constitution of the State of Alabama.*



*Given Under My Hand and the Great Seal of the Office of the Governor at the State Capitol in the City of Montgomery on the 10<sup>th</sup> day of March 2011.*

*Robert Bentley*  
Governor Robert Bentley



ROBERT BENTLEY  
GOVERNOR

STATE OF ALABAMA  
**DEPARTMENT OF MENTAL HEALTH**  
RSA UNION BUILDING  
100 NORTH UNION STREET  
POST OFFICE BOX 301410  
MONTGOMERY, ALABAMA 36130-1410  
WWW.MH.ALABAMA.GOV



ZELIA BAUGH  
COMMISSIONER

February 14, 2011

Ms. Vicki Turnage  
Executive Director  
Ability Alliance of West Alabama, Inc.  
1002 McFarland Boulevard, Suite K  
Northport, Alabama 35476

Dear Ms. Turnage:

Your request to approve the Amended and Restated Certificate of Incorporation for Ability Alliance of West Alabama, Inc. has been approved. Please forward a copy of the approved and signed changes to the DMH Office of Certification Administration.

I extend my thanks to you and your staff for the services you provide. Should you have any questions concerning the forgoing, please contact the Office of Certification Administration at 334-242-3937.

Sincerely,

Zelia Baugh  
Commissioner

ZB:DJ/dp

Enclosure

cc: Cathy Crabtree  
Acquanetta Knight  
David Jackson

**RECEIVED**

FEB 16 2011

**AAWA**

STATE OF ALBAMA §

COUNTY OF TUSCALOOSA §

**RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION  
APPROVING AMENDED AND RESTATED CERTIFICATE OF  
INCORPORATION OF ABILITY ALLIANCE OF WEST ALABAMA, INC.**

**WHEREAS**, the Ability Alliance of West Alabama, Inc., provides programs and services to combat all forms of intellectual and other developmental disabilities to the citizens of Tuscaloosa, Bibb, and Pickens Counties; and

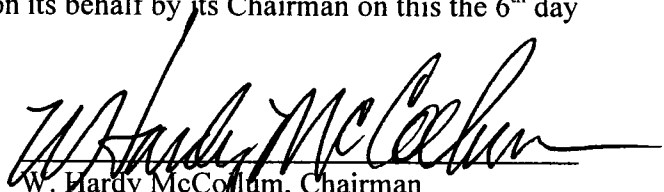
**WHEREAS**, the corporation was, from its inception in 1994 through the date of the filing of the amended articles of incorporation, known as the Tuscaloosa County Mental Retardation Authority; and

**WHEREAS**, the corporation has properly filed an amendment to the certificate of incorporation, which has been approved by the State of Alabama Department of Mental Health.

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

The Tuscaloosa County Commission, pursuant to Section 22-51-7 of the *Code of Alabama (1975)*, hereby approves the Amended and Restated Certificate of Incorporation of Ability Alliance of West Alabama, Inc.

**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 6<sup>th</sup> day of April, 2011.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION of**  
**ABILITY ALLIANCE OF WEST ALABAMA, INC.**

(formerly known as TUSCALOOSA COUNTY MENTAL RETARDATION AUTHORITY, INC.)

The undersigned, members of the Board of Directors of Tuscaloosa County Mental Retardation Authority, Inc., hereby amend and restate the Certificate of Incorporation of said Corporation.

**I. NAME OF INCORPORATION**

The name of the corporation shall be Ability Alliance of West Alabama, Inc. The corporation was, from its inception in 1994 through the date of this Amended Certificate, known and recorded as Tuscaloosa County Mental Retardation Authority, Inc.

**II. LOCATION OF PRINCIPAL OFFICE**

The principal office of the corporation is located at 1002 McFarland Blvd. Suite K, Northport, Alabama 35476. The principal office may be moved from time to time by the Board of Directors without further amendment of these Articles.

**III. AREA OF SERVICE**

The areas which will be served by the corporation shall be Tuscaloosa, Bibb, and Pickens Counties, within the State of Alabama, as well as such further areas as may be approved by the Board of Directors from time to time, unless prohibited by applicable law.

**IV. NAMES OF APPROVING GOVERNING BODIES**

Pursuant to Act No. 1967-310 of the Alabama Legislature, codified at Ala. Code § 22-51-1 et seq., the governing bodies of Tuscaloosa County, the City of Tuscaloosa, and the City of Northport originally created and formed the corporation in 1994. At present, the governing bodies include Tuscaloosa County, the City of Tuscaloosa, and the City of Northport. In addition, however, Bibb County and Pickens County are served by the Corporation.

**V. PROGRAMS AND PURPOSES**

The programs which the corporation will implement and the purposes for which the corporation is formed are:

- (1) planning and taking of steps leading to comprehensive state and county action to combat all forms of intellectual and other developmental disabilities,
- (2) studying the needs and available resources of the state in relation to the above, developing public awareness of the said disabilities and the need for combating them, and coordinating state

and local activities relating to the various aspects of intellectual and other developmental disabilities,

(3) the providing of any services for the benefit of individuals with intellectual or developmental disabilities and their families or caregivers, including but not limited to the following services:

- a. diagnosis;
- b. evaluation;
- c. treatment;
- d. personal care;
- e. day care;
- f. special living arrangements;
- g. domiciliary care; .
- h. training;
- i. education;
- j. sheltered employment;
- k. recreation and camping programs;
- l. counseling to developmentally disabled individuals and their families;
- m. protective and other social and other socio-legal services;
- n. information and referral services;
- o. follow-along services;
- p. transportation;
- q. studies of the needs and resources in relation to the developmentally disabled;
- r. research relative to the developmentally disabled; and
- s. clinical training of technical and specialized personnel needed in providing services to the developmentally disabled;

(4) to contract with others to perform and carry out any of the above programs and purposes;

(5) to contract with the Alabama Department of Mental Health in carrying out programs for people who have intellectual other developmental disabilities within its area of service;

(6) to receive funds from the United States Government; the state of Alabama or any local government within the state of Alabama or any other public or private source, and to expend the same in the furtherance of its programs and purposes;

(7) for all purposes enumerated in Ala. Code § 22-51-11, as may be amended from time to time, relating to the purposes of Regional Mental Health Programs; and

(8) any combination of any of the foregoing.

## **VI. PERIOD OF DURATION**

The period of duration of the corporation shall be perpetual.

## **VII. POWERS**

The corporation is authorized and empowered to exercise the following powers:

- (1) to construct and maintain facilities as defined herein;
- (2) to cooperate and contract with the Department of Mental Health and for the construction of such facilities;
- (3) to cooperate and contract with the Alabama Department of Mental Health for the construction, operation, and maintenance of such facilities and for the operation and execution of such programs it has elected to implement;
- (4) to take over by purchase, lease, or otherwise any facility to be used for carrying out such programs as it has elected to implement;
- (5) to purchase, lease or rent any land, building structure, or facilities needed in its operation;
- (6) to obtain options upon, and to acquire by purchase, gift, grant, bequest, devise, or otherwise, any property or interest therein from any person;
- (7) to sell, exchange, transfer, assign, or pledge any property, or any interest therein to any person;
- (8) to improve any such property;
- (9) to insure against such risks as it may deem advisable;
- (10) to borrow money upon its bonds, notes, warrants, debentures, or other evidences of indebtedness and to secure the same by pledges of its revenues;
- (11) to have perpetual succession;
- (12) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
- (13) to determine, to charge, and to collect reasonable fees for such services which it makes available to the public;
- (14) to make and from time to time amend and repeal Bylaws, rules, and regulations not inconsistent with Ala. Code § 22-51-1 et seq.;
- (15) to carry into effect the powers and purposes conferred by Ala. Code § 22-51-1 et seq.;
- (16) to do any and all other things necessary or convenient to carry out the powers given under Ala. Code § 22-51-1 et seq.; and

(17) to sue and be sued in its corporate name, to contract with others for their performance by them of any of its powers, and to exercise all other powers vested in non-profit corporation as now defined by the laws of Alabama or as may hereafter be enacted.

### **VIII. BY-LAWS**

The initial by-laws of the corporation shall be adopted by its Board of Directors. All alterations, deletions, additions or amendments must be approved at a meeting of the said Board by a majority of the members attending and voting.

### **IX. DIRECTORS AND THEIR TERMS**

The corporation shall be governed by a board of directors, selected as provided in this section. Each governing body set forth in Article IV above shall appoint four members of the said board of directors. In addition, the corporation shall request that the County Commission of Bibb County and of Pickens County, or such governing authority as may exist hereafter in such counties, nominate and select for board membership one director. Every member of the board of directors must be a resident of the area which he or she represents and which is to be served. The terms of the members of the board appointed by the governing bodies, as provided above, shall be six years. A member of the board of directors shall hold office until his successor has been appointed and qualified. The respective appointing authorities shall appoint or reappoint a qualified person as a member of the board of directors whenever a member's term expires or whenever a position becomes vacant for any other reason. The terms of office of the said directors shall be arranged so that the terms of office of approximately one third of all directors will end at noon on April 1, in each odd-numbered calendar year. A member of the board of directors shall receive no compensation for his services.

### **X. PURPOSES**

The corporation is not organized for profit, nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, director, or individual. The balance, if any, of all money received by the corporation from its operation, gifts, contributions, or otherwise, after the payment in full of any debt and operations of the corporation of whatsoever kind and nature, shall be used and distributed exclusively for intellectual and other developmentally disabilities purposes for which this corporation is organized. The corporation shall have no members.

### **XI. FUNDS**

Funds appropriated by any county or municipality shall be used for the benefit of its citizens with priority to its indigent clients. The board shall comply (at least) with minimum standards of maintenance and operation that may be adopted by the Alabama Department of Mental Health.

### **XII. DISTRIBUTION AND DISSOLUTION**

In event of dissolution of the corporation, assets and property, real, personal or mixed, remaining in the corporation shall vest in the Alabama Department of Mental Health, only if such entity qualifies for exemption under Section 501(c)(3) at the time of dissolution, and the said Department of Mental Health shall use said assets and property exclusively for intellectual and other developmental disabilities purposes for which this corporation is organized. In the event the Department of Mental Health does not qualify for exemption under Section 501(c)(3) at the time of dissolution, all assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to the state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a judicial dissolution in the Circuit Court of Tuscaloosa County, Alabama.

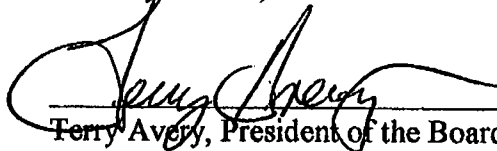
### **XIII. BOARD AUTHORITY TO RESTATE AND AMEND CERTIFICATE**


Pursuant to Ala. Code § 22-51-7(1), the Board of Directors of the Corporation, as is currently constituted, has and hereby exercises its authority to Amend and Restate its Certificate of Incorporation. Pursuant to the statutory procedure, the Board, upon its adoption of this Amended and Restated Certificate, intends to submit the same to the Alabama Department of Mental Health, and after approval of same shall submit this Amended and Restated Certificate to the governing bodies identified in Article IV above for their respective approvals. Thereafter, the Board of Directors shall cause this Amended and Restated Certificate to be filed in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

### **XV. COMPLIANCE WITH 501(c)(3) PROVISIONS**

Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) any corporation exempt from federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, or (b) a corporation regarding which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or any other corresponding provision of any future United States Internal Revenue law.

**IN WITNESS WHEREOF**, the Board of Directors have separately and severally caused their signatures to be affixed to this Amended and Restated Certificate of Incorporation, on this the 20th day of June, 2010.

  
\_\_\_\_\_  
Terry Avery, President of the Board of Directors

  
\_\_\_\_\_  
Isabel Oldshue, M.D., Vice President, Board of Directors



*Barbara Patrick*

Barbara Patrick, Secretary/Treasurer, Board of Directors

*Connie Rogers*

Connie Rogers

*Barbara Carroll*

Barbara Carroll

*Joe Long*

Joe Long

*Cindy Champion*

Cindy Champion

*Felicia Gilliam*

Felicia Gilliam

*Wilson Green*

Wilson Green

*Sally Cook*

Sally Cook

*Robert Maddox*

Robert Maddox

*Vicki Hicks Turnage*

Vicki Hicks Turnage, Executive Director

**WAIVER FROM ORDINANCE 2010-001**

WHEREAS, on August 4, 2010, the Tuscaloosa County Commission enacted an ordinance to limit trash within the unincorporated areas of Tuscaloosa County; and


WHEREAS, the ordinance as originally published and enacted required a screen or fence around vehicles that were not operable or did not have a current license tag; and

WHEREAS, on November 17, 2010, the Tuscaloosa County Commission amended the ordinance by passage of a substitute ordinance (Amendment 001), which required that the vehicles be enclosed in a garage or other building rather than screened by a fence.

WHEREAS, Mr. Cary Arrington has presented evidence that he undertook the construction of a fence in reliance on the original ordinance at his property located at 13173 Old Greensboro Road, bearing the real property tax identification number 63-36-07-26-0.004-007.000.

NOW, THEREFORE, THE PREMISES CONSIDERED, the Tuscaloosa County Commission grants a waiver to Mr. Arrington to allow the construction of a fence to enclose his vehicles rather than requiring that they be enclosed in a building.

Done this the 6th day of April, 2011.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

Attest:

  
Melvin Vines, County Administrator

**RESOLUTION OF TUSCALOOSA COUNTY, ALABAMA**

**(Approval of Credit Agreement and Guaranty Agreement Regarding The Tuscaloosa County Park and Recreation Authority Revenue Bonds, Series 2000, in the Original Principal Amount of \$3,000,000)**

WHEREAS, The Tuscaloosa County Park and Recreation Authority, an Alabama public corporation (the "Authority"), has duly issued its Revenue Bonds, Series 2000, in the original principal amount of \$3,000,000 (the "Bonds") pursuant to a Trust Indenture (the "Indenture") dated as of September 1, 2000; and

WHEREAS, Tuscaloosa County, Alabama, a political subdivision of the State of Alabama (the "County"), guaranteed that certain Letter of Credit issued by Regions Bank, as successor in interest to AmSouth Bank, pursuant to that certain Credit Guaranty Agreement dated September 1, 2000 (the "Guaranty") in favor of Regions Bank; and

WHEREAS, the Authority has decided to cancel the Letter of Credit and amend certain portions of the Indenture to create a new mode for the Bonds and to place the Bonds with Branch Banking and Trust Company ("BB&T"); and

WHEREAS, as a prerequisite to the amendment and placing the Bonds with BB&T, BB&T is requiring the County to execute a new Guaranty Agreement securing the obligations of the Authority arising under the Credit Agreement.

NOW, THEREFORE, BE IT:

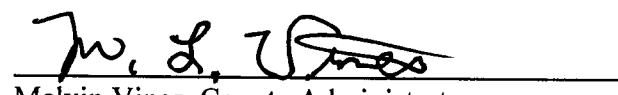
RESOLVED that the Chairman and Vice Chairman of the County Commission are hereby authorized and directed to execute and deliver the Guaranty Agreement in favor of BB&T securing the obligations of the Authority arising under the Credit Agreement.

FURTHER RESOLVED that the Chairman and Vice Chairman of the County Commission are hereby authorized and directed to execute and deliver such additional documents and instruments as may be reasonably required to carry out the purpose and intent of this Resolution.

FURTHER RESOLVED that the signature of the Chairman or the Vice Chairman of the County Commission shall be sufficient to constitute the execution of any document contemplated by this Resolution without the necessity of the impressing of the seal of the County or the attesting of such signature by the County Administrator, notwithstanding the form of such document or any provision of this Resolution to the contrary. However, the County Administrator is hereby authorized to affix the seal of the County to any document contemplated by this Resolution and the County Administrator is authorized to attest the same.

ADOPTED AND APPROVED effective April 6, 2011.

  
Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

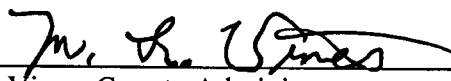
**CERTIFICATE OF THE COUNTY ADMINISTRATOR OF  
TUSCALOOSA COUNTY, ALABAMA**

**(Minutes of the County)**

I, the undersigned duly elected, qualified, and acting County Administrator of Tuscaloosa County, Alabama (the "County"), hereby certify that:

1. The attached pages numbered consecutively from \_\_\_ to \_\_\_, inclusive, constitute a true, correct, and complete copy of the minutes of a meeting of the County Commission of the County duly held on April 6, 2011, as the same appears in the records of the Authority.
2. The resolution set forth in such minutes is a complete, verbatim, and compared copy of such resolution as introduced and adopted by the County Commission of the County on such date; and
3. The notice waiver following the minutes and resolution is a complete, verbatim, and compared copy of such waiver, which has been inserted in the minute book of the County Commission of the County immediately following the minutes of such meeting.

IN WITNESS WHEREOF, my signature as said County Administrator of the County on this 6th day of April, 2011.

  
\_\_\_\_\_  
Melvin Vines, County Administrator

[S E A L]

## CERTIFICATE WITH RESPECT TO INDEBTEDNESS

The undersigned, William Lamb, Finance Director of Tuscaloosa County, Alabama, a political subdivision of the State of Alabama (the "County"), hereby certifies as follows:

1. This certificate is given in connection with the execution and delivery by the County of that certain Guaranty Agreement dated April 8, 2011 (the "Guaranty") in favor of Branch Banking and Trust Company, a banking corporation (the "Bank") and all future holders of the Bonds. The Guaranty is delivered in connection with the obligations of The Tuscaloosa County Park and Recreation Authority, an Alabama public corporation (the "Authority") pursuant to the Trust Indenture dated September 1, 2000 (the "Indenture") between the Authority and the Bank, pursuant to which the Authority agrees, among other things, to make certain payments to the Bank and all future holders of the Bonds with respect to the Authority's Revenue Bonds, Series 2000, in the original principal amount of \$3,000,000 (the "Bonds").
2. Immediately after the execution and delivery of the Guaranty, the total indebtedness of the County chargeable against the debt limitation for the County prescribed by the Constitution of the State of Alabama will not be more than 5% of the assessed valuation of taxable property within the boundaries of the County for the last fiscal year (ended September 30, 2010).

Dated: April 8, 2011.



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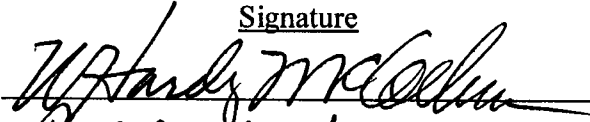
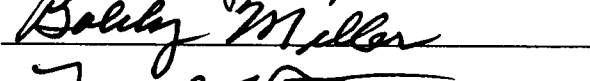
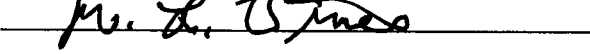
William Lamb, Finance Director  
Tuscaloosa County, Alabama

**INCUMBENCY CERTIFICATE OF  
TUSCALOOSA COUNTY, ALABAMA**

The undersigned officers of Tuscaloosa County, Alabama, a political subdivision of the State of Alabama (the "County"), do hereby certify as follows:

1. This certificate is being delivered in connection with the refunding of The Tuscaloosa County Park and Recreation Authority Revenue Bonds, Series 2000, issued in the original principal amount of \$3,000,000 (the "Bonds"), under that certain Trust Indenture dated September 1, 2000 (the "Indenture") between The Tuscaloosa County Park and Recreation Authority (the "Authority") and Branch Banking and Trust Company, as successor trustee to Regions Bank (the "Trustee") and that certain Credit Agreement between the Authority and Branch Banking and Trust Company (the "Bank") dated April 8, 2011 (the "Credit Agreement"). Pursuant to the Credit Agreement, the County shall execute and deliver a Guaranty Agreement dated April 8, 2011 (the "Guaranty Agreement"). Except as otherwise indicated in this certificate, capitalized terms not otherwise defined herein shall have the meaning assigned in the Credit Agreement.

2. Each of the following named persons is a duly elected, qualified, and acting officer of the County holding the office or offices set forth below his or her name:

<u>Name and Office</u>	<u>Signature</u>
Hardy McCollum, Chairman	
Bobby Miller, Vice Chairman	
Melvin Vines, County Administrator	

The signature appearing opposite the name of each person identified above is his or her genuine signature.

3. Attached hereto as Exhibit A is a true, correct, and complete copy of a duly adopted resolution of the County authorizing the County to execute the Guaranty Agreement with respect to the Bonds. Said resolution has not been amended, revoked, or rescinded and is still in full force and effect.

4. All proceedings taken by the County to authorize the transactions contemplated by, and the execution and delivery of, the documents referenced in the resolution attached hereto as Exhibit A were taken at meetings of the officers of the County that were open to the public and duly advertised, called, and held, and at which a quorum was present and acting throughout.

5. The seal affixed hereto is the official corporate seal of the County, and the County Administrator of the County is the official custodian thereof and is duly authorized to affix the same to the deeds, bonds, contracts, proceedings, and other documents of the County. The undersigned County Administrator has access to all original records of the County and is duly authorized to make certified copies of its records on its behalf.

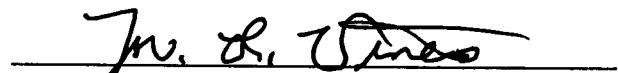
6. There is no litigation pending or threatened, restraining or enjoining, or in any manner questioning or affecting any one or more of the following matters: (a) the incorporation, corporate existence or organization of the County or the election of its officers; or the exercise of any of its powers pursuant to the above-referenced resolution; (b) the title of any officer of the County to their respective offices; (c) the above-referenced resolution or any other proceedings of the officers of the County relative to any matter referred to in this certificate; (d) the Guaranty Agreement or any related document or the authority of the County or any of its officers to enter into, execute, deliver or perform such instruments, or the validity of any term or provision of such instruments; (e) the Bonds, or the authority of the County to guarantee the Authority's obligations pursuant to the Guaranty Agreement; or (f) any other matters referred to in this certificate.



IN WITNESS WHEREOF, this certificate has been executed on behalf of the County by the undersigned officers.

Dated: April 8, 2011.

  
Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

[SEAL]

**EXHIBIT A**

**Authorizing Resolution of the County**

## **GUARANTY AGREEMENT**

THIS GUARANTY AGREEMENT ("Agreement") dated April 8, 2011 is entered into by TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County") (the County being herein referred to as the "Guarantor"), for the benefit of BRANCH BANKING AND TRUST COMPANY, a banking corporation (the "Bank") and all future holders of the Bonds (hereinafter defined).

### **Recitals**

The Tuscaloosa County Park and Recreation Authority, a public corporation organized under the laws of the State of Alabama (the "Authority"), has issued its Revenue Bonds, Series 2000, in the original principal amount of \$3,000,000 (the "Bonds") pursuant to that certain Trust Indenture dated September 1, 2000 (the "Indenture") between the Authority and Branch Banking and Trust Company, as successor trustee to Regions Bank (the "Trustee"). The Bonds were issued for the purpose of financing a portion of the costs of acquiring, constructing, and equipping a golf course, clubhouse, and maintenance facility (the "Facility").

When originally issued, the Bonds were backed by a Letter of Credit (the "Letter of Credit") issued by Regions Bank in favor of the Trustee to enable the Trustee to pay Debt Service on the Bonds and the purchase price of the Bonds tendered for purchase in accordance with the terms of the Indenture.

The Authority has terminated the Letter of Credit and Credit Agreement related thereto, and will execute a new Credit Agreement with Bank dated April 8, 2011 (the "Credit Agreement").

The Authority will amend the Indenture, creating a new mode for the Bonds – the Indexed Rate Mode. All of the Bonds will be converted to the Indexed Rate Mode and will be held by the Bank.

As an incentive for the Bank to enter into this transaction with the Authority and as additional security for the Authority's obligations under the Credit Agreement, the Bank requires that the Guarantor enter into this Agreement in favor of the Bank, whereby the Guarantor will guarantee payment when due of all indebtedness or obligations of the Authority to the Bank under the Credit Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Guarantor hereby covenants, agrees, and binds itself as follows:

### **SECTION 1. DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

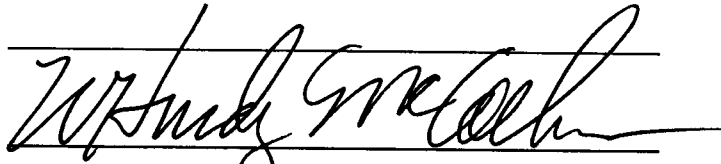
#### **SECTION 1.1 Definitions**

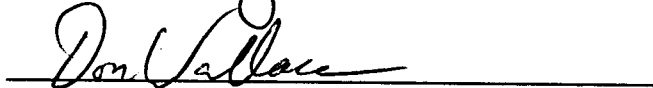
For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**WAIVER**

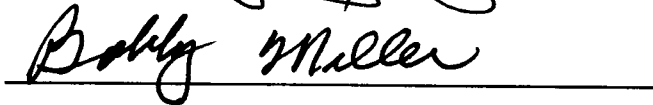
The undersigned, constituting all the members of the County Commission of Tuscaloosa County, Alabama (the "County"), hereby acknowledge timely receipt of notice of a meeting of the County Commission of the County to be held at its offices, 714 Greensboro Avenue, in the City of Tuscaloosa, Alabama on April 6, 2011 at 9:00 a.m. for the purpose of (i) approving the execution of a Guaranty Agreement with respect to The Tuscaloosa County Park and Recreation Authority Revenue Bonds, Series 2000, in the original principal amount of \$3,000,000 (the "Bonds"), and (ii) transacting such other business or taking such further action as might be conducted or taken at a regular meeting of the County Commission of the County.

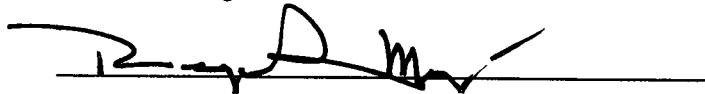
We do hereby waive any and all irregularities in such notice any any further notice of the date, time, place, or purpose of such meeting, and we do hereby consent and agree that such meeting may be held for the aforesaid purposes.











\_\_\_\_\_

\_\_\_\_\_

1. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Credit Agreement.

2. The terms defined in this Section shall have the meanings assigned to them in this Section. Singular terms shall include the plural as well as the singular, and vice versa.

3. The definitions in the recitals to this Agreement are for convenience only and shall not affect the construction of this instrument.

4. All accounting terms not otherwise defined herein have the meanings assigned to them and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of application hereof.

5. All references in this Agreement to Sections and subdivisions are to the designated Sections and subdivisions of this instrument as executed.

6. The terms "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or subdivision.

7. The term "person" includes any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, and any government or any agency or political subdivision thereof.

#### **SECTION 1.2 Effect of Headings and Table of Contents**

The Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

#### **SECTION 1.3 Date of Agreement**

The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on said date.

#### **SECTION 1.4 Severability Clause**

If any provision in this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **SECTION 1.5 Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

## **SECTION 1.6 Counterparts**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

## **SECTION 2. GUARANTY**

### **SECTION 2.1 Guaranty of Obligations of Authority under Indenture**

(a) The Guarantor hereby absolutely and unconditionally guarantees to the Bank full and prompt payment of the following (herein collectively referred to as the "Obligations"):

(1) All commissions, fees, charges, and costs becoming due and payable under the Credit Agreement in accordance with the terms thereof;

(2) All interest, principal, and purchase price of the Bonds becoming due and payable under the Credit Agreement in accordance with the terms thereof;

(3) All other amounts becoming due and payable under the Credit Agreement in accordance with the terms thereof;

(4) All amounts becoming due and payable under the Credit Agreement in accordance with the terms thereof upon the occurrence and continuance of an event of default, as therein defined, under the Credit Agreement;

(5) All other amounts payable by the Authority under the Credit Agreement; and

(6) All renewals and extensions of any or all of the Obligations of the Authority described in paragraphs (1) through (5) above, whether or not any renewal or extension agreement is executed in connection therewith.

(b) All payments by the Guarantor under this Agreement shall be made in lawful money of the United States of America. Each and every default in payment of the Obligations shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

### **SECTION 2.2 Absolute and Unconditional Nature of Guaranty**

The guaranty of the Guarantor herein contained is an absolute, unconditional, irrevocable, and continuing guaranty of payment, and not of collectability, and, except as otherwise provided by any mandatory provision of law that may not be waived by the Guarantor, shall not be discharged, impaired, modified, or otherwise affected upon the happening from time to time of any event, including, without limitation, any of the following, whether or not with notice to, or the consent of, the Guarantor:

(12) The invalidity or unenforceability of the Credit Agreement, the Bonds, or any of the Financing Documents or of any provision of such instruments.

### **SECTION 2.3 Waivers**

The Guarantor hereby expressly waives notice in writing or otherwise from the Bank of its acceptance and reliance on this Agreement. The obligations of the Guarantor hereunder shall attach absolutely and unconditionally when the Credit Agreement shall have been executed and delivered by the parties to the Credit Agreement. The Guarantor further waives, as to the enforcement of this Agreement, (i) all rights of exemption that it may have under the constitution and laws of the State of Alabama or any other state as to any levy on and sale of property, (ii) presentation and demand for payment (or protest of nonpayment) of the Obligations or any part thereof, and (iii) until the Obligations have been fully paid, any rights of subrogation it may have against any other Financing Participant by reason of such Guarantor's performance under this Agreement.

### **SECTION 2.4 Termination of Agreement**

This Agreement shall terminate upon the payment of all Obligations in full.

### **SECTION 2.5 Indenture**

The Guarantor shall be bound by all of the provisions of the Credit Agreement binding on the Authority (including any provisions waiving notice and agreeing to pay costs and expenses of collection in the event of default and any terms providing for the arbitration of disputes) just as though the Guarantor had signed it.

## **SECTION 3. REPRESENTATIONS AND COVENANTS**

### **SECTION 3.1 General Representations of Guarantor**

The Guarantor makes the following representations and warranties as the basis for the undertakings on such Guarantor's part herein contained:

- (a) It is a political subdivision of the State of Alabama.
- (b) It has the power and authority to own its properties and assets and to carry on its business as now being conducted.
- (c) Its financial statements that have been furnished to the Bank are complete and correct and fairly represent its financial condition as of the date or dates indicated and for the periods involved in accordance with generally accepted accounting principles applied on a consistent basis. There has been no materially adverse change in its financial condition or operations since the date of its most recent financial statements furnished to the Bank.
- (d) It does not intend to use any part of the proceeds of the Bonds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Authority of Governors of the Federal Reserve System; it has not incurred any indebtedness to be reduced,

- (1) The failure to give notice to the Guarantor of the occurrence of any default or event of default under the Credit Agreement, the Bonds, or any of the Financing Documents; provided, however, that the Bank agrees to give the Guarantor notice of any Event of Default or event which, with the passage of time, would give rise to an Event of Default under the Indenture or the Credit Agreement;
- (2) The compromise, settlement, release, or termination of any or all of the obligations, covenants, or agreements of any of the Financing Participants under the Credit Agreement, the Bonds or any of the Financing Documents;
- (3) Any assignment, pledge, or mortgage of all or any part of the interest of any of the Financing Participants in the Trust Estate;
- (4) Any waiver of the payment, performance, or observance by any of the Financing Participants of any obligation, agreement, or covenant of any of them contained in the Credit Agreement, the Bonds, or any of the Financing Documents;
- (5) The extension of the time for payment of Debt Service or purchase price under the Credit Agreement, on the Bonds, or any part thereof or of the time for performance of any other obligations, agreements, or covenants of any of the Financing Participants under the Credit Agreement, the Bonds, or any of the Financing Documents;
- (6) The modification or amendment (whether material or otherwise) of any obligation, agreement, or covenant contained in the Credit Agreement, the Bonds, or any of the Financing Documents;
- (7) Any failure, omission, or delay on the part of any of the Financing Participants to enforce, assert, or exercise any right, power, or remedy conferred upon any of them by the Credit Agreement, the Bonds, or any of the Financing Documents;
- (8) The bankruptcy, insolvency, reorganization, appointment of a receiver for, or dissolution of any of the Financing Participants, or the entering by any or all of them into an agreement of composition with creditors, or the making by any or all of them of an assignment for the benefit of creditors;
- (9) Any rights of set-off, recoupment, counterclaim or other defense, whether similar or dissimilar to the foregoing, which any of the Financing Participants might otherwise have against any other Financing Participant;
- (10) The default or failure of any of the Financing Participants to perform fully any obligation, covenant, or agreement contained in the Credit Agreement, the Bonds, or any of the Financing Documents;
- (11) The release or discharge of any of the Financing Participants by operation of law, to the extent that such release or discharge may be lawfully avoided, from the performance or observance of any agreement or covenant contained in the Credit Agreement, the Bonds, or any of the Financing Documents; and



retired, or purchased by it out of the proceeds of the Bonds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Authority of Governors of the Federal Reserve System; and it does not own and has no intention of acquiring any such margin stock.

(e) The execution and delivery of the this Agreement and the Financing Documents to which it is a party will not involve any prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended (ERISA) of the Code. It has fulfilled its obligations under minimum funding standards of ERISA and is in compliance in all material respects with the applicable provisions of ERISA.

(f) It has the power to consummate the transactions contemplated by this Agreement or the Financing Documents to which it is a party.

(g) By proper action of its governing body it has duly authorized the execution and delivery of this Agreement, and any Financing Documents to which it is a party and the consummation of the transactions contemplated therein.

(h) It has obtained all consents, approvals, authorizations, and orders of governmental authorities that are required to be obtained by it as a condition to the execution and delivery of this Agreement and the Financing Documents to which it is a party.

(i) The execution and delivery by it of this Agreement and the Financing Documents to which it is a party and the consummation by it of the transactions contemplated therein will not (1) conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under any agreement, instrument, order, or judgment to which it is a party or is subject, or (2) result in or require the creation or imposition of any lien of any nature upon or with respect to any of its properties now owned or hereafter acquired, except as contemplated by the Financing Documents.

(j) This Agreement and the Financing Documents to which it is a party constitute legal, valid, and binding obligations and are enforceable against it in accordance with the terms of such instruments, except as enforcement thereof may be limited by (1) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (2) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(k) There is no action, suit, proceeding, inquiry, or investigation pending before any court or governmental authority, or threatened against it or affecting it or its properties, that (1) involves the consummation of the transactions contemplated by, or the validity or enforceability of, any of this Agreement or the Financing Documents to which it is a party, or (2) could have a materially adverse impact upon its financial condition or operations.

### **SECTION 3.2 Reports to the Bank**

The Guarantor shall furnish to the Bank:

(a) Not later than 180 days after the end of each fiscal year, audited financial statements (including a balance sheet, a statement of revenues and expenses, and a statement of

changes in financial condition) of such Guarantor for such fiscal year, together with statements in comparative form for the preceding fiscal year, in the form customarily prepared for Guarantor and in the form previously provided to the Bank.

(b) Such other information regarding the financial condition or operations of Guarantor as the Bank shall reasonably request.

### **SECTION 3.3 Rating of Debt of the Guarantor**

The Guarantor agrees that it will maintain a rating of its long-term debt of not less than (i) "BBB" by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and (ii) "Baa2" by Moody's Investors service, Inc.

## **SECTION 4. DEFAULT AND REMEDIES**

### **SECTION 4.1 Events of Default**

Any one or more of the following shall constitute an event of default (a "Guaranty Default") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, or order of any court or any order, rules, or regulation of any administrative or governmental body):

- (1) Default in any payment required under Section 2.1 as and when the same shall become due and payable; or
- (2) Default in the performance, or breach, of any covenant or warranty of the Guarantor in this Agreement (other than a covenant or warranty, a default in the performance or breach of which is elsewhere in this Section specifically dealt with); or
- (3) The filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Guarantor under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; or
- (4) A material adverse change in the Guarantor's business, or financial condition, or disposal of a material portion of its assets other than in the ordinary course of business; or
- (5) Any representation or warranty made by the Guarantor herein or in any document, instrument, or certificate furnished to the Bank in connection with this Agreement or the consummation of the transactions contemplated herein shall at any time prove to have been false or incorrect in any material respect as of the time made; or
- (6) The rendering against the Guarantor of a final judgment, decree, or order for the payment of money and the continuance of such judgment, decree, or order, unsatisfied and in effect for any period of 30 consecutive days without a stay of execution; or

(7) A default under any bond, debenture, note, or other evidence of indebtedness of the Guarantor or under an indenture or other instrument under which any such evidence of indebtedness has been issued or by which it is governed and the expiration of the applicable period of grace, if any, specified in such evidence of indebtedness, indenture, or other instrument; provided, however, that, if such default under such evidence of indebtedness, indenture, or other instrument shall be cured by such Guarantor, or be waived by the holders of such indebtedness, in each case as may be permitted by such evidence of indebtedness, indenture, or other instrument, then the Guaranty Default hereunder by reason of such default shall be deemed likewise to have been thereupon cured or waived; or

(8) The occurrence of an event of default, as therein defined, under any other Financing Document and the expiration of the applicable grace period, if any, specified therein.

#### **SECTION 4.2 Remedies**

If a Guaranty Default exists, the Bank may proceed to protect its rights by suit in equity, action at law, or other appropriate proceeding, whether for the specific performance of any covenant or agreement of the Guarantor herein contained or in aid of the exercise of any power or remedy granted to the Bank under the other Financing Documents. The Bank may proceed directly against the Guarantor hereunder without resorting to any other remedies that it may have and without proceeding against any other security held by the Bank.

#### **SECTION 4.3 Agreement to Pay Attorneys' Fees**

If the Guarantor should default under any of the provisions of this Agreement and the Bank should employ attorneys to incur other expenses for the collection of any payments due hereunder of the enforcement of performance or observation of any agreement or covenant on the part of the Guarantor herein contained, the Guarantor will on demand therefor pay to the Bank the reasonable fees of such attorneys and such other expenses so incurred.

#### **SECTION 4.4 No Additional Waiver Implied by One Waiver**

If any agreement contained in this Agreement should be breached by the Guarantor and thereafter waived by the Bank, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

### **SECTION 5. MISCELLANEOUS**

#### **SECTION 5.1 Notices**

(a) Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Agreement to be made upon, given, or furnished to, or filed with the Guarantor or the Bank must (except as otherwise provided in this Agreement) be in writing and be delivered by one of the following methods: (i) by personal delivery at the hand delivery address specified in the Credit Agreement, (ii) by certified mail, postage prepaid, and addressed

to such person at the address specified pursuant to the Credit Agreement, or (iii) if facsimile transmission facilities for such party are identified in the Credit Agreement or pursuant to a separate notice from such party, sent by facsimile transmission to the number specified in the Credit Agreement or in such notice.

(b) Any such notice or other document shall be deemed delivered when actually received by the party to whom directed (or, if such party is not an individual, to an officer, partner, or other legal representative of the party) at the address or number specified pursuant to this Section, or, if sent by mail, 3 days after such notice or document is deposited in the United States mail, addressed as provided above.

#### **SECTION 5.2 Successors and Assigns**

All covenants and agreements in this Agreement by the Guarantor shall bind its successors and assigns, as the case may be, whether so expressed or not.

#### **SECTION 5.3 Benefits of Agreement**

Nothing in this Agreement, express or implied, shall give to any person, other than the Bank any benefit or any legal or equitable right, remedy, or claim under this Agreement.

#### **SECTION 5.4 Non-Assignability or Modification of Agreement**

This Agreement shall not be assignable by the Guarantor. The terms of this Agreement may not be waived or modified unless such waiver or modification is expressly stated as such and specifically agreed to by the parties in writing and shall be enforceable by Bank and its successors and assigns.

#### **SECTION 5.5 Indemnification by Authority**

The Guarantor agrees to indemnify and hold the Bank harmless from and against any and all claims, damages, liabilities, and expenses which may be incurred by or asserted against the Bank in connection with any proceeding arising out of this Agreement or the transactions contemplated herein.

#### **SECTION 5.6 Confidentiality**

The Guarantor shall keep the contents of this Agreement confidential, except as required by the Alabama Open Meetings Law and public records law.

#### **SECTION 5.7 Basis of Agreement**

The Guarantor acknowledges that this Agreement is based materially upon financial information provided to the Bank by the Guarantor, and the Guarantor hereby represents and warrants to the Bank that such financial information provided to it by the Guarantor prior to the execution of this Agreement was true and correct in all material respects when rendered and that no material change has occurred therein through the date of the execution of this Agreement. All

material facts relating to the assets, business, profits, prospects, or conditions (financial or otherwise) of the Guarantor have been disclosed to the Bank by the Guarantor.

**SECTION 5.8 Time of the Essence**

Time is of the essence to this Agreement.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be duly executed by its authorized officer and has caused its seal to be hereunto affixed and attested.

TUSCALOOSA COUNTY, ALABAMA

By: *Hardy McCollum*  
Its Probate Judge and Chairman of the  
County Commission

Attest:

*Joe D. Vines*  
County Administrator

[SEAL]

STATE OF ALABAMA           §  
  § ss.  
TUSCALOOSA COUNTY       §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Hardy McCollum and Melvin Vines, whose names as Probate Judge and Chairman of the County Commission and the County Administrator of Tuscaloosa County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand on this the 6th day of April, 2011.

*Lisa M. Whitehead*  
Notary Public  
My Commission Expires: **MY COMMISSION EXPIRES 03-10-2013**

1. That all taxes and appropriations for County municipal purposes, tax school purposes, fire districts, all license privilege tax or franchise tax, Road and Bridge and building, Road and Bridge fund, taxes appropriated to City of Tuscaloosa, City of Northport, Town of Brookwood, Town of Moundville, and Town of Lake View, appropriations to Road and Bridge fund, district Three Mill School tax levy and School District No. 3 special fifteen and one-half school Tax District No. 3 of Tuscaloosa County, Alabama (comprising the territory subject to the jurisdiction control of the City Board of Education, Tuscaloosa, Alabama) privilege tax on gasoline, naphtha, and other liquid motor fuels, etc. and beer tax are hereby levied for Tuscaloosa County for the tax year commencing on the first day of October, 2010, on all real property, other property, privilege tax and/or franchise in Tuscaloosa County, subject to taxation by the laws of the State of Alabama, based on valuation of property as assessed for State and County tax year ending on the 30<sup>th</sup> day of September, 2011.

2. The Millage Rates and Homestead Exemption are as follows:

General Fund	7.0 Mills
Road and Bridge	3.5 Mills
School District I	4.5 mills
School District II	4.5 Mills
School District III	15.5 Mills
County Wide School	5.5 Mills

Fire District Fees: 1/10 of 1% of appraised value of improvements

1. Carrolls Creek 2. Coaling 3. Fosters-Ralph 4. Mt. Olive 5. Montgomery  
6. Samantha 7. Romulus

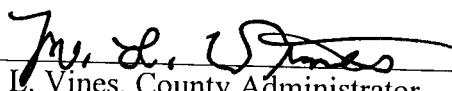
County Homestead Exemption:

Regular	\$2,000 x .0105 = \$21.00
Over Age 65	\$2,000 x .016 = \$32.00

3. That the County Administrator certify a copy of this resolution and deliver same to the Tax Assessor of Tuscaloosa County.

#### CERTIFICATION

The foregoing is a true and correct copy of the Resolution passed by the Tuscaloosa County Commission on the 6<sup>th</sup> day of April, 2011.

  
Melvin L. Vines, County Administrator  
Tuscaloosa County Commission

Date of Certification: 4-6-11

**TUSCALOOSA COUNTY TAX ASSESSOR  
2008-2009 MILLAGE CHART**

<b>School District #1</b>		<b>School District #2</b>		<b>School District #3</b>	
St. Gen.	.0025 2 1/2	St. Gen.	.0025 2 1/2	St. Gen.	.0025 2 1/2
St. Soldier	.001 1	St. Soldier	.001 1	St. Soldier	.001 1
St. School	.003 3	St. School	.003 3	St. School	.003 3
Co. Gen.	.007 7	Co. Gen.	.007 7	Co. Gen.	.007 7
Co. R&B	.0035 3 1/2	Co. R&B	.0035 3 1/2	Co. R&B	.0035 3 1/2
Co. Wide Sch	.0055 5 1/2	Co. Wide Sch	.0055 5 1/2	Co. Wide Sch	.0055 5 1/2
Sch. Dist #1	.0045 4 1/2	Sch. Dist #2	.0045 4 1/2	Sch. Dist #3	.0155 15 1/2
<b>Total</b>	<b>.027 27</b>	<b>Total</b>	<b>.027 27</b>	<b>Total</b>	<b>.038 38</b>
<hr/>					
<b>Tuscaloosa 4</b>		<b>Northport 5</b>		<b>Moundville 6 Brookwood 7 Lakeview 8</b>	
St. Gen.	.0025 2 1/2	St. Gen.	.0025 2 1/2	St. Gen.	.0025 2 1/2
St. Soldier	.001 1	St. Soldier	.001 1	St. Soldier	.001 1
St. School	.003 3	St. School	.003 3	St. School	.003 3
Co. Gen.	.007 7	Co. Gen.	.007 7	Co. Gen.	.007 7
Co. R&B	.0035 3 1/2	Co. R&B	.0035 3 1/2	Co. R&B	.0035 3 1/2
Co. Wide Sch	.0055 5 1/2	Co. Wide Sch	.0055 5 1/2	Co. Wide Sch	.0055 5 1/2
Sch. Dist #3	.0155 15 1/2	Sch. Dist #1	.0045 4 1/2	Sch. Dist #2	.0045 4 1/2
Tuscaloosa	.0135 13 1/2	Northport	.0115 11 1/2	Moundville/Brookwood/Lakeview	.005 5
<b>Total</b>	<b>.0515 51 1/2</b>	<b>Total</b>	<b>.0385 38 1/2</b>	<b>Total</b>	<b>.032 32</b>
<hr/>					
<b>Timber Tax Added 1991</b>					
Carrolls Creek Fire D Fee Added 1992					
Mt. Olive Fire Dist. Fee Added 2001					
Romulus Fire Dist. Fee Added 2003					
Coaling Fire Dist Fee Added 1993					
: Samantha Fire Dist F Fee Added 2002					
: Fosters Fire Dist Added 1997					
Montgomery Fire Dist Fee Added 2001					
*****A MILL = 1/10 OF A Penny*****					
Moundville City Tax Added Prior 1982					
Brookwood City Tax Added 2003					
Lakeview City Tax Added 2008					



**RESOLUTION**

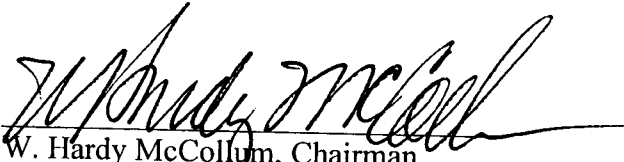
WHEREAS, the Town of Lakeview is desirous of bringing the facilities of the Town Hall of Lakeview into the corporate limits of the Town of Lakeview; and

WHEREAS, the facilities of the Town Hall of Lakeview have been donated to and are the property of the Town of Lakeview; and

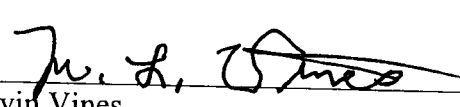
WHEREAS, the Tuscaloosa County Commission believes it to be in the public interest that the facilities of the Town Hall of Lakeview be annexed into the corporate limits of Lakeview;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission be on record as supporting the inclusion of the property consisting of the Town Hall of Lakeview into the corporate limits of said town.

Approved and adopted this the 6<sup>th</sup> day of April, 2011

  
W. Hardy McCollum, Chairman  
Tuscaloosa county Commission

SEAL

  
Melvin Vines  
County Administrator

CONSENT TO ASSIGNMENT

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

Recitals

1. Tuscaloosa County has granted a Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way, dated August 2, 2006, between the County of Tuscaloosa, State of Alabama and The Pittsburg & Midway Coal Mining Co.
2. Tuscaloosa County has granted a Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way, dated August 23, 2004, between the County of Tuscaloosa, State of Alabama and The Pittsburg & Midway Coal Mining Co.
3. Tuscaloosa County has granted a Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way, dated October 26, 2009, between the County of Tuscaloosa, State of Alabama and Chevron Mining Inc.
4. The Pittsburg & Midway Coal Mining Company is now known as Chevron Mining Inc.

Tuscaloosa County hereby consents to the assignment of the above Permit Agreements by Chevron Mining Inc. to Jim Walter Resources, Inc.

This consent is granted this 11th day of April, 2011.

Tuscaloosa County, Alabama

By: 

Echola Volunteer Fire Department  
14908 Echola Road  
Gordo, AL 35456

March 24, 2011

Tuscaloosa County Commissioner  
P. O. Box 20113  
Tuscaloosa, AL 35402

Dear Mr. Wallace:

The Echola Volunteer Fire Department and Community Center would like to express our appreciation for your help clearing the old Echola Elementary School located next to our station. We have made a lot of effort to clear the debris; however, we have been unable to remove all the old nails and other fragments that could be detrimental to our vehicle tires. Also our trucks leave ruts that become mud pits in front of the fire station.

We would appreciate it if the county could provide slag for the front of the fire station and on the old school site which is our current parking lot.

Sincerely,



Kelly Findley  
Fire Chief