

TUSCALOOSA COUNTY COMMISSION

MEETING

August 3, 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 Gary Youngblood, the County Commission voted unanimously to authorize an agreement with the Alabama Department of Transportation for federal emergency relief funds for debris removal and sign removal/repair on various county roads due to the recent tornadoes.

Exhibit 8-1, Page

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize execution of a material option with Curtis Cunningham at the NE ¼ of the SE ¼ of Section 33, Township 19 South, Range 9 West for gravel and sand at \$0.60 per cubic yard.

Exhibit 8-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the IT Department to award the single bid for Fiber Optic Cable installation to G. T. Key Company, Inc., in the amount of \$121,846.21. This will provide service for Public Works, Animal Control, Solid Waste, Tax Assessor, County Shop, and Drug Court. Bid was opened June 1, 2011.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to proceed on acquiring right-of-way on Wallace Ferry Road and Blackburn Road for paving the road to Drummond Coal Company's new underground mine portal.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the final pay request from B. W. Hobson Construction Company of \$3,064.63 for the relocation of the water line at the intersection of Martin Road and Union Chapel Road.

Exhibit 8-3, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the final invoice from McGiffert and Associates, LLC, \$15,284.00 for engineering and inspection of the water line relocation at the intersection of Martin Road and Union Chapel Road.

Exhibit 8-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for the following bridge design projects:

Lye Branch Bridge Replacement Project \$600.00
Tyro Creek Bridge Replacement Project \$8,135.00

Upper Tyro Creek Bridge Replacement Project \$875.00
Rock Castle Creek Bridge Replacement Project \$875.00

Exhibit 8-5, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the following County Adopt-A-Mile Program applications for County Road Adoption:

Pi Kappa Alpha Fraternity - Frog Ridge Road from Gainesville
Road to Henderson Road

Smith's Machine - Highway 11 North from Milepost Number 89
to Milepost Number 91

Exhibit 8-6, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a waiver of landfill charges for the annual "Renew our Rivers" Clean Up of Holt Lake at Rocky Branch Park on Saturday, August 13, 2011.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of June, 2011.

Exhibit 8-7, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution changing polling places for county voters in wards 23, 26, 36, 38, and 40, a total of 210 county voters. This change will only take effect for the special election that has been called for August 23, 2011.

Exhibit 8-8, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize an amendment to the service contract agreement between the City of Tuscaloosa, City of Northport, Tuscaloosa County, and Metro Animal Shelter, Inc., for a one (1) year renewal beginning September 27, 2011.

Exhibit 8-9, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the Tuscaloosa County Park and Recreation Authority District Advisory Committee Guidelines.

Exhibit 8-10, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution to ratify its earlier host government local approval of the 10-acre expansion of the L. C. Harris (Jerusalem Heights) Landfill that was originally granted on January 16, 2002.

Exhibit 8-11, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution whereas the L. C. Harris (Jerusalem Heights) Landfill will not be permitted to accept more than 1900 cubic yards of waste per day to ensure a proper balance exists between ensuring adequate disposal capacity within Tuscaloosa County and the moratorium on new landfills imposed by HB 406.

Exhibit 8-12, Page

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to submit a request to the Alabama Department of Transportation for a traffic study to be performed at Highway 43 North and Tierce Patton Road.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the closing of 40th Avenue NE for the Second Annual Johnny Shines Blues Festival on August 27, 2011, at the Evans Rochelle Park from 11:00 a.m. until 8:00 p.m.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to provide up to 50 yards of concrete to the Lakeview Fire District for repair of one of their aprons at Fire Station 1 on Phyllis Drive.

Exhibit 8-13, Page

Commissioner Don Wallace's motion to authorize a one-time appropriation of \$65,000.00 to the District Attorney's Office, seconded by Commissioner Reginald Murray, failed on a three-to-two vote with Commissioners Gary Youngblood and Bobby Miller casting the NAY votes.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to advance \$65,000.00 to the District Attorney's Office toward next year's budget allocation.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to change the next regularly-scheduled County Commission Meeting from August 17, 2011, to August 24, 2011.

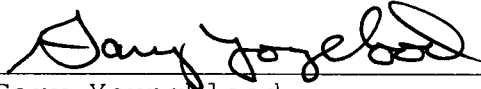
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 24, 2011.



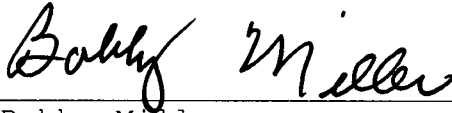
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Mufrey
Commissioner - District IV



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

July 27, 2011

The Honorable W. H. McCollum
Chair, Tuscaloosa County Commission
Tuscaloosa, Alabama

RE: ER-8940 ()

Tuscaloosa County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:ENA:at
Attachment

cc: Mr. Ronald L. Baldwin
Mr. Bobby Hagler
Ms. Dee Rowe
Mr. Brad Lindsey (Negotiated Letter only)
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63- 6001719) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the emergency repairs for debris removal, signs and signals repaired/replaced on various county roads. ER-8940 (). CPMS Ref #100057328.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County furnished or will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County did adjust and/or relocate or cause the appropriate affected utility to adjust and /or relocate all utility facilities in conflict with project construction without cost to the State or this Project.
- C. The County did or will make the survey, complete the plans and furnish all preliminary engineering for the project when needed with County forces as a part of the project cost.
- D. The County did or will furnish all construction engineering for the project with County forces. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. The State did or will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. All actual audited cost will be financed, when eligible for Federal participation, on a basis of 100 percent Federal Emergency Relief Funds for all work performed during the first 180 days from the date of the occurrence of the flood event. All work performed after this date will be funded on the basis of 80% Federal Emergency Relief Funds and 20% County funds. Any cost not eligible for Federal reimbursement will be financed 100 percent by the County.
- G. The estimated cost of construction of the project payable by the parties is the amount set forth below. This is an estimate only. The amount claimed will have to be based on actual quantities and properly supported by documentation.

Federal Emergency Relief Funds	\$ 1,025,000.00
County Funds	-0-
Total (Incl. E & I)	\$ 1,025,000.00

- H. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- I. The County shall maintain complete and accurate records as to all costs incurred in connection with the performance of the work. Such records shall be made available for inspection and audit by representatives of the State or the Federal Government upon request. Any audit performed must be submitted to the Department of Examiners of Public Accounts pursuant to Act 94-414 passed during the 1994 regular session of the Legislature.
- J. The County has complied or will comply with the current regulations and requirements of the State and FHWA and the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet, as a minimum, the standards that existed at the site(s) prior to the disaster.
- K. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

L. To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

M. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

N. Exhibit M is attached hereto as a part hereof.

O. Exhibit N is attached hereto as a part hereof.

P. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines
Clerk (Signature)

BY: W. Hardy McCollum
(Signature) Chairman
Tuscaloosa County Commission

Melvin L. Vines
Melvin L. Vines
Type Name of Clerk

W. Hardy McCollum
Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer/Deputy Director
D. W. Vaughn, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

The emergency repairs for debris removal, signs and signals repaired/replaced on various county roads. ER-8940 (). CPMS Ref #100057328;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 3rd day of August,

20 11.

ATTESTED:

M. S. Stone
County Clerk

Michael McCall
Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

3rd day of August, 20 11, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

3rd day of August, 20 11.

M. S. Stone
County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Rev. 06/20/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

GRAVEL	<input checked="" type="checkbox"/>	SAND	<input checked="" type="checkbox"/>
TOPSOIL	<input type="checkbox"/>	CHERT	<input type="checkbox"/>
EARTH	<input type="checkbox"/>	SANDSTONE	<input type="checkbox"/>
ROCK	<input type="checkbox"/>		

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to the undersigned, receipt of which is hereby acknowledged, the undersigned Owner(s) or authorized representative(s) of mineral and surface rights of a certain tract of land hereinafter described, do(es) hereby grant unto TUSCALOOSA COUNTY, acting through the Tuscaloosa County Public Works Department, or its contractor, the right to remove such quantities of the above indicated material as desired for use in the land, hereinafter described, together with the use of whatever lands are necessary for a convenient temporary right of way between this tract of land and the Project for the duration of this instrument: said tract being approximately described as follows:

NE 1/4 of the SE 1/4 of Section 33, Township 19 South, Range 9 West

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$.60 per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (30) days after the expiration of each calendar month in which this material was removed, and it is hereby agreed that no payment shall be made to the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the land incurred in the removal and disposal of these materials.

This option to purchase the right to remove materials in accordance with the terms of this instrument shall be binding upon the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 3 years.

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

CHECK ONE BOX ONLY

The undersigned owner(s) or authorized representative(s) agree(s) to obtain all applicable permits from the Alabama Department of Environmental Management, and to maintain the property in conformance with all applicable rules and regulations. Copies of the permits will be provided to the Tuscaloosa County Engineer prior to the removal of any material from this property.

OR

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 26 day of July, 2011.

WITNESSES:

Madalene Cunningham

Curtis Cunningham
Curtis Cunningham

Address: 11110 Curtis Road
Tuscaloosa, AL 35406

SSN: 422-36-1083



2814 Stillman Boulevard • P. O. Box 20559
Tuscaloosa, AL 35402-0559
Telephone 205.759.1521 Fax 205.759.1524

LETTER OF TRANSMITTAL

To:

**Mr. Mike Henderson
Tuscaloosa County Public Works**

HAND DELIVER

Date: July 12, 2011

Subject: Martin Road and Union Chapel Road

Mike,

Please find enclosed BW Hobson Construction's Final Pay Request (\$3,064.63) and our Final Invoice (\$15,284.00) for payment on the project.

I am also enclosing another copy of the project analysis and a copy of Hobson Construction's legal ad of completion.

Thanks,
Darrell

McGiffert and Associates, LLC

Darrell Hobson, PE

RECEIVED

JUL 12 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

B.W. HOBSON CONSTRUCTION CO.
 7290 CHARLIE SHIRLEY ROAD
 NORTHPORT, AL 35473
 205-339-1724

Periodic Estimate

Estimate No.	Date	Invoice #
FINAL	7/10/2011	1070

Bill To	
Tuscaloosa County Commission 714 Greensboro Ave Tuscaloosa, AL 35401	
Project	Union Chapel / Martin Rd

Item #	Description of Item	Contract		Quantity			Total	Amount
		Unit Price	Est. Qty.	Previous	Current	Total	Total %	Period Cost
1	12" PVC Class 200 Water Main	24.30	1200	921	0		76.75%	0.00
2	6" PVC Class 200 Water Main	10.25	300	211	0		70.33%	0.00
3	3/4" Type "K" Copper Service Tubbing	8.27	400	283	0		70.75%	0.00
4	24" x .375" Wall Steel Casing for Road Crossing (Bore)	127.95	100	100	0		100.00%	0.00
5	12" Gate Valve with Valve Box	1,791.41	1	1	0		100.00%	0.00
6	6" Gate Valve with Valve Box	740.85	1	1	0		100.00%	0.00
7	6"x6" Tapping Sleeve and Valve with Valve Box	3,044.74	1	1	0		100.00%	0.00
8	Main Connection	1,500.00	3	3	0		100.00%	0.00
9	Fire Hydrant Assembly	2,792.66	1	1	0		100.00%	0.00
10	Domestic Service and Reconnection	412.17	7	5	0		71.43%	0.00
11	Temporary Domestic Service for Flushing	496.18	2	2	0		100.00%	0.00
12	Silt Fence, Type "A" (Installation and Removal)	3.35	600	310	0		51.67%	0.00
13	Sediment Log (Installed)	3.48	200	60	0		30.00%	0.00
14	Hay Bales (In Place)	6.00	40	24	0		60.00%	0.00
15	Remove Fire Hydrant	300.00	1	1	0		100.00%	0.00
16	Traffic Control	1,500.00	1	1	0		100.00%	0.00
17	Testing and Disinfecting	1,500.00	1	1	0		100.00%	0.00
18	Temporary Erosion Control and Stormwater Monitoring	1,000.00	1	1	0		100.00%	0.00
Retainage	Amount withheld for Retainage							3,064.63

Contractor Signature: <i>M. Davis</i>	Date:	Total	\$3,064.63
Engineer Signature: <i>[Signature]</i>	Date:	Payments/Credits	\$0.00
APPROVED FOR PAYMENT:		Balance Due	\$3,064.63

McGIFFERT AND ASSOCIATES, LLC

By: *[Signature]*
 Date: 7/12/11



NUMBER	DATE	PROJECT NUMBER	APPROVED
2	7/12/2011	083210	DH

REMIT PAYMENT TO:
 McGIFFERT AND ASSOCIATES LLC
 P.O. BOX 20559
 TUSCALOOSA, AL 35402-0559

Work Completed 1/31/11 Thru 6/5/11

Tuscaloosa County Commission
 714 Greensboro Avenue
 Tuscaloosa, AL 35401

Re: Martin Road and Union Chapel Road Water Main Relocation
 (As Per Revised Project Cost Dated January 4, 2011)

• Line Location, Preliminary Design and Coordination for Carroll's Creek Water Authority 12" PVC Water Main		\$ 6,200.00	
• Line Location, Preliminary Design and Recommendation to Retain Northport 12" DI Water Main		\$ 7,200.00	
• Engineering Design		\$ 9,600.00	
• Easement Surveys and Negotiations			
Project Manager/Professional Engineer, 6.50 hours @ \$130.00	\$ 845.00		
Professional Land Surveyor, 11.50 hours @ \$102.00	1,173.00		
Engineer Technician, 8.75 hours @ \$94.00	822.50		
	\$ 2,840.50	\$ 2,840.50	
• Construction Observation			
Engineer Technician, 119.50 hours @ \$94.00	11,233.00	\$ 11,233.00	
• Construction Contract Management			
Project Manager/Professional Engineer, 9.00 hours @ \$130.00	\$ 1,170.00	\$ 1,170.00	
• Stormwater Permit and Description			
Environmental Specialist, 24.00 hours @ \$75.00	\$ 1,800.00		
Engineer Technician, 11.50 hours @ \$94.00	1,081.00		
	\$ 2,881.00	\$ 2,881.00	
• Reimbursable Expenses			
Legal Advertisement	\$ 913.50		
Printing Costs	530.33		
	\$ 1,443.83	\$ 1,443.83	
		Sub-Total	\$ 42,568.33
		Less Previous Statement	(27,284.33)
		Total Amount Due	\$ 15,284.00

K:\wpdata\Bills\2011\July 2011\TCC-Martin Road and Union Chapel Road

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.



TUSCALOOSA COUNTY COMMISSION

UNION CHAPEL RD AT MARTIN RD INTERSECTION RELOCATION

- Carroll's Creek Water Authority
- City of Northport

Preliminary Probable Project Cost
Revised 1/4/2011

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1	l.s.	Mobilization / Demobilization	\$ 7,500.00	7,500
2	1,200	l.f.	12" PVC Cl. 200 Water Main	22.00	26,400
3	300	l.f.	6" PVC Cl. 200 Water Main	12.50	3,750
4	100	l.f.	24" Steel Casing for Road Crossing (Bore)	140.00	14,000
5	400	l.f.	3/4" Type "K" Copper Service Tubing	11.00	4,400
6	1	each	12" Gate Valve with Valve Box	1,900.00	1,900
7	1	each	6" Gate Valve with Valve Box	900.00	900
8	1	each	6" x 6" Tapping Sleeve and Valve with Valve Box	1,400.00	1,400
9	3	each	Main Connection	750.00	2,250
10	1	each	Fire Hydrant Assembly	3,200.00	3,200
11	7	each	Domestic Service Reconnection	800.00	5,600
12	2	each	Temporary Domestic Service for Testing and Disinfection	500.00	1,000
13	600	l.f.	Silt Fence, Type "A" (Installation and Removal)	5.00	3,000
14	200	l.f.	12" Dia. Wattle Sediment Log (In Place)	6.00	1,200
15	40	each	Hay Bales (In Place)	5.00	200
16	1	each	Remove Existing Fire Hydrant	500.00	500
17	1	l.s.	Traffic Control	7,500.00	7,500
18	1	l.s.	Testing and Disinfecting	750.00	750
19	1	l.s.	Temporary Erosion Control and Stormwater Monitoring	2,500.00	2,500
Sub-Total				\$	87,950.00
Contingency (10%)					8,750.00
Total Probable Construction Cost				\$	96,700.00
Line Location, Preliminary Design and Coordination for Carroll's Creek Water Authority 12" PVC Water Main				\$	6,200.00
Line Location, Preliminary Design and Recommendation to Retain Northport 12" DI Water Main					7,200.00
Engineering Design					9,600.00
Easements Surveys and Negotiations					3,200.00
Construction Observation					11,800.00
Construction Contract Management					1,200.00
Stormwater Permit and Inspections					3,800.00
Reimbursable Expenses					2,100.00
Legal Services (Construction Easement)					500.00
Total Preliminary Probable Project Cost				\$	142,300.00

* Preliminary Estimate Totaled \$220,700.00. It is not anticipated based upon detail location and review that the Northport Water Main will need to be relocated.

The Tuscaloosa News

P.O. Box 20587, Tuscaloosa, Alabama 35402-0587 205/345-0505

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LOUISIANA
Houma Daily Courier
Thibodaux Daily Comet

NORTH CAROLINA
Hendersonville Times-News
Lexington Dispatch
Wilmington Star-News

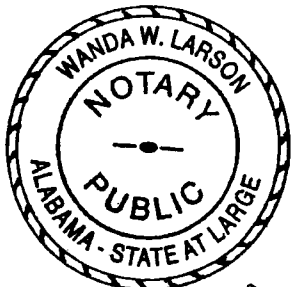
SOUTH CAROLINA
Spartanburg Herald-Journal

LEGAL NOTICE
Notice of Completion of
Public Works Project
B.W. Hobson Construction Company, Inc. hereby gives notice of completion of a contract with Carroll's Creek Water Authority for the following job: Martin Road Project. This notice will appear for a period of four (4) successive weeks. All claims in connection with this project should be filed during this period with the McGiffert and Associates.
B.W. Hobson Construction Co., Inc., 7290 Charlie Shirley Rd., Northport, AL 35473
THE TUSCALOOSA NEWS
June 11, 18, 25, July 2, 2011

STATE OF ALABAMA
Tuscaloosa County

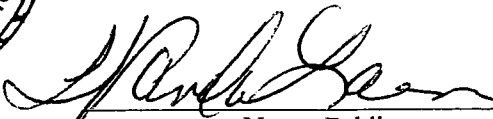
I hereby certify that the above notice was published in The Tuscaloosa News once a week

for 4 consecutive weeks; viz June 11, 18, 25, July 2, 2011.




Legal Clerk

Subscribed and sworn to before me on the 5th day of July, 2011.


Notary Public My Commission Expires June 23, 2012



Legal Department • legals@tuscaloosaneews.com

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

June 30, 2011

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

RE: Lye Branch Bridge Replacement
Invoice #13
BKI Job No. Tu.10.007

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

PAYMENT REQUEST NO. 13

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,500.00	99%	\$ 45,970.00	\$ 600.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,300.00	9%	\$ 2,000.00	\$ -
	<u>\$77,300.00</u>		<u>\$ 56,470.00</u>	<u>\$ 600.00</u>

PREVIOUSLY INVOICED: \$ (55,870.00)
AMOUNT DUE: \$ 600.00

BKI INVOICE: 49928
ks

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JUL 14 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



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WWW.BKIUSA.COM

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

June 30, 2011

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

RE: Tyro Creek Bridge Replacement
Invoice #3
BKI Job No. TU.11.004

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

PAYMENT REQUEST NO. 3

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	39%	\$ 17,900.00	\$ 8,135.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	0%	\$ -	\$ -
			<u>\$ 25,600.00</u>	<u>\$ 8,135.00</u>

PREVIOUSLY INVOICED: \$ (17,465.00)
AMOUNT DUE: \$ 8,135.00

BKI INVOICE: 49931

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TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



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

ASSOCIATES
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CRAIG P. WILLIAMS, PE

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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

June 30, 2011

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

Tuscaloosa County Misc. Bridge Replacements
Invoice #1
BKI Job No. TU.11.006

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

PAYMENT REQUEST NO. 1

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<u>Jay Creek Bridge</u>				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
<u>Upper Tyro Creek</u>				
DESIGN SERVICES	\$51,000.00	0%	\$ 875.00	\$ 875.00
SURVEY SERVICES	\$8,050.00			
<u>Rock Castle Creek</u>				
DESIGN SERVICES	\$25,500.00	0%	\$ 875.00	\$ 875.00
SURVEY SERVICES	\$8,050.00			
	<u>\$133,150.00</u>			

PREVIOUSLY INVOICED: \$ -
AMOUNT DUE: \$ 1,750.00

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JUL 25 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 49933





"Working Together for an Unlittered Alabama"

July 26, 2011

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

Dear Mr. Hagler:

I am enclosing an application for the adoption of a mile of county road in your area. Please sign in the designated place and forward to the chairman of your county commission for his signature. Upon completion of both signatures, please return to me in the enclosed stamped self-addressed envelope. Your expedited assistance with this application is very much appreciated.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink that reads "Margaret H. McElroy".

Margaret H. McElroy
State Coordinator
Adopt-A-Mile Program

RECEIVED
JUL 27 2011
TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

340 North Hull Street • Montgomery, AL 36104 • (334) 263-7737



Adopt-A-Mile Program

County Adopt-A-Mile Program Application for County Road Adoption

Date/Time Submitted: 7/25/2011 2:29:33 PM
 County: Tuscaloosa
 First Name: Ron
 Last Name: Morrison
 Participating Organization: Pi Kappa Alpha Fraternity
 Mailing Address: 3728 Crestbrook Road
 Mailing City: Birmingham
 Mailing State: AL
 Mailing Zip: 35223
 Phone: 205-949-0336
 Email: rmorrison@servisfirstbank.com

Road section(s) you propose to adopt:
(minimum of one mile)

County Road Number: Frog Ridge Road
 Milepost Number: From Gainsville Road
 to Milepost Number: To Henderson Road
 County Road Number:
 Milepost Number:
 to Milepost Number:

I **Authorize** the use of the typed name below as an electronic signature
 Electronic Signature: Ron O. Morrison

Recommended for Approval:

County Engineer



Chairman, County Commission

Approved:

(District Engineer, Alabama Dept. of Transportation)

(Faint text, likely a signature or title)



"Working Together for an Unlittered Alabama"

July 14, 2011

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

Dear Mr. Hagler:

I am enclosing an application for the adoption of a mile of county road in your area. Please sign in the designated place and forward to the chairman of your county commission for his signature. Upon completion of both signatures, please return to me in the enclosed stamped self-addressed envelope. Your expedited assistance with this application is very much appreciated.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret H. McElroy".

Margaret H. McElroy
State Coordinator
Adopt-A-Mile Program

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JUL 19 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

340 North Hull Street • Montgomery, AL 36104 • (334) 263-7737

**County Adopt-A-Mile Program
Application for County Road Adoption**

County Tuscaloosa

Applicant (Participating Organization) _____

Smiths Machine

Mailing Address: 14120 Hwy 11 N

Cottondale, AL 35453

Telephone Number: 205-469-4318

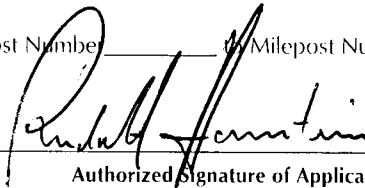
Road section(s) you propose to adopt:
(minimum of one mile)

County Road Number Hwy 11 North

Milepost Number 89 to Milepost Number 91

County Road Number _____

Milepost Number _____ to Milepost Number _____



Authorized Signature of Applicant

Recommended Approval: _____

County Engineer



Chairman, County Commission

Approved: _____

District Engineer, Alabama Dept. of Transportation

**Interested in "adopting"
Fill out application form and mail to:**

Alabama PALS
340 North Hull Street
Montgomery, AL 36104

MONTH OF: JUNE, 2011

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	8373-8810	\$3,995,091.21
112 ROAD & BRIDGE	2104-2382	\$1,676,420.41
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX	302-303	\$1,500,000.00
120 REAPPRAISAL	1611-1641	\$979,545.34
160 COMMUNITY DEVELOP	1560	\$3,389.71
710 PAYROLL-CHECKS	91810-91865	\$1,255,386.49
	52101-52220	\$116,931.34
	40295-41198	\$1,053,105.66
720 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	7530-7541	\$22,172.64
780 E911	4512-4525	\$630,024.34
781 GAS TAX BONDING		
783 WORKMEN'S COMP	108-109, 101, 5030-5051	\$34,505.91
784 TAX COLL SPECIAL	290-291	\$71.74
785 TAX ASSR SPECIAL	1724-1725	\$366.06
786 MFG HOMES		
787 MOTOR VEH TRAINING	127-131	\$1,141.41
		<hr/>
		\$11,268,152.26

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

**RESOLUTION CHANGING POLLING PLACE
FOR COUNTY VOTERS IN WARDS 23, 26, 36, 38, and 40**

WHEREAS, a special election has been called for August 23, 2011, to present a referendum issue to the voters who are residents of Tuscaloosa County residing outside of the municipalities of Tuscaloosa and Northport; and

WHEREAS, the severe weather that struck Tuscaloosa County on April 15 and April 27, 2011, severely damaged some of the structure routinely used as polling places during general elections; and

WHEREAS, Election Officials have determined that, in order to simplify the election process and reduce the cost of the election, selected polling places physically located within the City of Tuscaloosa that also have very few voters who reside outside of the City of Tuscaloosa should not be opened for the Special Election; and

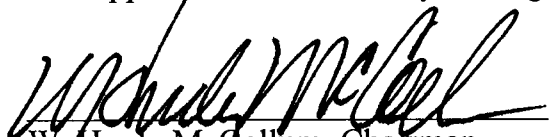
WHEREAS, the Tuscaloosa County Commission has considered the recommendation and has determined that the election process in Tuscaloosa County will be aided by making the recommended changes; and

WHEREAS, § 17-6-4 of the *Code of Alabama (1975)*, provides the Tuscaloosa County Commission with the authority to alter the polling places of voting wards.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the Commission hereby adopts the following changes to polling places:

- (a) the 74 county voters from Ward 23 (Tuscaloosa Academy) are relocated to Ward 22 (Vestavia Elementary School);
- (b) the 15 county voters from Ward 26 (Jaycee Park) are relocated to Ward 24 (Holt Elementary School);
- (c) the 71 county voters from Ward 36 (Stillman College) are relocated to Ward 35 (Unity Baptist Church);
- (d) the 11 county voters from Ward 38 (Southside Community Center) are relocated to Ward 45 (Skyland Elementary School); and
- (e) the 39 county voters from Ward 40 (University Mall) are relocated to Ward 44 (McFarland Mall).

Approved this the 3rd day of August, 2011.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

APPROVED AS TO FORM

City Attorney

Prepared By: J. Woodson III
Requested: Finance Comm.
Presentation on: 07/19/2011
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT TO THE SERVICE CONTRACT AGREEMENT BETWEEN THE CITY OF TUSCALOOSA, CITY OF NORTHPORT, TUSCALOOSA COUNTY, AND METRO ANIMAL SHELTER, INC.
(A08-0507)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and he is hereby, authorized to execute a contract amendment to the service contract agreement between the City of Tuscaloosa, City of Northport, Tuscaloosa County and Metro Animal Shelter, Inc. to provide for a one (1) year contract renewal beginning September 27, 2011; and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

By: _____
Finance Director

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

**AMENDMENT TO SERVICE CONTRACT AGREEMENT BETWEEN THE
CITY OF TUSCALOOSA THE CITY OF NORTHPORT, TUSCALOOSA
COUNTY, ALABAMA AND METRO ANIMAL SHELTER, INC.**

This amendment to that certain agreement entered into between the City of Tuscaloosa, the City of Northport and Tuscaloosa County, Alabama (hereinafter referred to as the governing bodies) and Metro Animal Shelter, Inc., (hereinafter referred to as the Contractor) on or about the 27th day of September, 2008 by and between the Contractor and the governing bodies to provide animal shelter services. This amendment provides for the following:

W I T N E S S E T H

1. That paragraph Q of the contract be amended to read as follows:

“Q. The term of this agreement shall commence on September 27th, 2008 and shall continue for a period of three (3) years or until terminated as provided herein. **At the end of three years the contract shall automatically renew for (1) one additional year unless terminated as provided herein.**”

The contract shall be reviewed by the governing bodies for contract compliance in October of each year of the contract. The governing bodies by resolution may give ninety (90) consecutive calendar days notice to quit upon completion of the contract review if not satisfied with contract compliance and/or contract performance. Notice by the governing bodies to quit must be given within thirty (30) consecutive calendar days of the completion of the contract review, but not later than November 15th of the same year as the contract review.”

IN WITNESS WHEREFORE, the parties hereto each herewith describe the same in triplicate.

Judith Hill
Judith Hill, Contractor, Party of the First Part.

ATTEST:
Melinda Causey

TUSCALOOSA COUNTY, a Political Subdivision in the State of Alabama, party of the second part,

W. Hardy McCollum
W. Hardy McCollum, Tuscaloosa County Commission

ATTEST:
M. R. [Signature]
County Clerk

CITY OF NORTHPORT, a Municipal Corporation, party of the second part,

[Signature]
Bobby Herndon, Mayor

ATTEST:
[Signature]
City Administrator

CITY OF TUSCALOOSA, a Municipal Corporation, party of the Second part,

Walter Maddox
Walter Maddox, Mayor

ATTEST:
Attest: [Signature]
City Clerk

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, Rebecca Hartie-Adams, a Notary Public in and for the State at Large, hereby certify that Judith Hill, who is named as Contractor, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

and that being informed of the contents of the document, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of September, 2011

[Signature]
Notary Public

My Commission Expires: 03/30/15

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, Lisa M. Whitehead, a Notary Public in and for the State at Large, hereby certify that Hardy McCollum, who is named as Chairman, Tuscaloosa County, is signed to the foregoing document, and, Commission

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

and that being informed of the contents of the document, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of August, 2011.

Lisa M. Whitehead
Notary Public

My Commission Expires: MY COMMISSION EXPIRES 03-10-2013

State of Alabama)
Tuscaloosa County)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bobby Herndon, whose name as Mayor of the City of Northport, 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 that the 14th day of September, 2011.



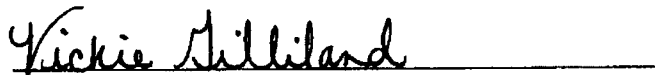
Notary Public

My Commission Expires: 6/22/2015

State of Alabama)
Tuscaloosa County)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, 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 that the 15th day of September, 2011.



Notary Public

My Commission Expires: 3/17/15

TUSCALOOSA COUNTY PARK AND RECREATION AUTHORITY

DISTRICT ADVISORY COMMITTEE GUIDELINES

MISSION/PURPOSE

The District Development Program was created to provide the means of establishing communications with all segments of the County and to assist community-based organizations in developing and/or improving the arts, park and recreational opportunities in underdeveloped areas of the County's four (4) Districts

FUNCTIONS

The function of the District Advisory Committee shall be to perform the following:

- Assist in the development of projects and programs as they relate to the needs of the Public served in the Districts.
- Assist in the establishment of short- and long-term planning goals and policies within the Districts.
- Recommend plans of action for satisfying the needs of each District.
- Serve as a liaison between the Public and PARA.
- Encourage individuals, businesses, citizen groups and organizations in the Districts to develop the arts, public parks and recreation through leadership and commitment of time and resources.

"It is the policy of the Tuscaloosa County Park and Recreation Authority that no person shall, on the basis of race, color, creed, sex, age, national origin or disability be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity."

COMMITTEE MEMBERS/REPRESENTATION

The committee membership needs to reflect the various communities and interests within the districts. Therefore, it is recommended that the membership be composed of the following:

<u>Title</u>	<u>Number</u>
County Commission Member (ex-officio)	1
Lay Citizens	5 from each District

These members should represent the demographic profile and recreational interests embraced by the population of each specific District.

Recommendations for new members will be made by the Advisory Committee and are subject to approval by the PARA Board of Directors. The Committee shall select its Chairman. If a vacancy should occur at any time during the year, the Committee shall fill that vacancy at its discretion.

Members will serve terms of two years. Length of service will be limited to two terms of two years each. **(the PARA Board may extend the length of service of a member at the request of the committee.)**

MEETINGS AND NOTICES

The District Advisory Committee shall meet once each quarter as a minimum at a time suitable to a quorum of the members. The following quarterly schedule is proposed:

September– All new projects considered for the new fiscal year shall be presented to the Advisory Committee at the **September** meeting. The Committee will select a project (s) for funding at this meeting to allow adequate time for the approval process. All projects from the four districts shall be submitted for the approval of the PARA Facilities Committee and the PARA Board of Directors finally to the Tuscaloosa County Commission for their approval,

January – Project updates shall be provided and program needs in the District shall be identified and assessed so that action (s) can be taken to meet these needs, where applicable.

April – This meeting shall be held at a central location to discuss project status and new appointments to the committee, where applicable. The list of new appointments must be approved by the Committee and then submitted to the PARA Board for final approval.

July – This meeting shall serve to welcome new members, to discuss any upcoming business and to encourage the Committee to canvas their communities for projects worthy of funding consideration at the November meeting.

An agenda for each meeting shall be prepared jointly by the Committee Chairman and the PARA Development Planner.

Meetings shall be open to the Public and minutes of each shall be available for review.

Special meetings may be called by the Chairman or by PARA with the approval of the Chairman at any time. Notice thereof shall be given to every member not less than seven days, if possible, unless such notice is waived by all members.

Roberts Rules of Orders shall govern all meetings.

QUORUM

A quorum shall consist of those members present in attendance.

AUTHORITY

No Committee member shall have the authority to act individually. All recommendations shall come from the Advisory Committee collectively.

PROJECTS

As stated earlier, the purpose of the District Advisory Committee is.... “to help the various communities and community-based organizations in developing and/or improving arts, parks and recreation opportunities in underdeveloped areas in each of the County’s four (4) Districts.” **To this end, the Committee and applicant must recognize that any project considered for funding must be available to the public for use following its implementation.** Restriction to use by a specified group or interest will not be allowed.

To support the intent of the District Advisory Committee funding mechanism, documentation shall be provided in writing by an applicant. **This documentation shall include a statement (s) from the applicant saying that the facility will be available for use by the general public.**

The applicant must show that the property on which **the project will be constructed is publicly controlled land.** The property may be deeded or leased. If leased, the lease should be for a minimum of twenty (20) years.

The project shall be a permanent structure (s) that aids in developing and/or improving the arts, park and/or recreational opportunities in the District. Project funding is encouraged in all parts of the District for all segments of the population when funds are available.

PROJECT APPROVAL

The approval of a project must follow these steps:

1. Submittal of the project in writing to the District Advisory Committee accompanied by costing and design information and support documentation alluded to herein, if the project is a construction project, proper engineering and architectural drawings must be presented prior to approval; construction projects will not be considered for application unless all documentation is presented with the grant. Applications submitted for planning and engineering will be considered
2. Approval of the project by the Advisory Committee;
3. Approval by the PARA Facilities Committee which meets the 3rd Thursday of each month.
4. Approval by the PARA Board of Directors which meets on the first Tuesday of each month;
5. Approval by the Tuscaloosa County Commission which meets the 1st and 3rd Wednesday of each month. This is the final step in the funding process.

Note that disapproval by any entity along the flow path (i.e., Steps 1 –6) results in non-funding of the project by this mechanism.

FUNDING

The source of the funding described herein for District development and/or improvement activities is the Tuscaloosa County Commission. As a result, they have final approval of any project. Further, there is no guarantee that funds will be appropriated by the Commission for a given fiscal year.

Should one or more of the Districts have no, or few, projects submitted for funding consideration, then the disposition of any remaining funds may be reallocated by the committee to existing or new projects in other districts/areas, upon approval by the committee, the PARA Board and the County Commission. Projects requiring an

extension to be completed must be pre-approved by the PARA board and the County Commission.

Funding for each individual project shall be, as a minimum, on a 50% cost-sharing basis. A minimum of half of the project shall be funded by the applicant and the other half by PARA acting as an agent for the County Commission. The applicant's share may be in the form of money and/or in-kind services. In-kind services may be labor (skilled or unskilled), equipment and/or materials donated for the project. No work donated by the local government may be counted as in-kind work. PARA must purchase all materials not donated for the project. These purchases are governed by the State of Alabama Bid Law. Further, no work may be started prior to approval of the project by the County Commission and work already completed, or in the process of being completed, cannot count toward the project funding.

PROJECT IMPLEMENTATION/EXPENDITURE OF FUNDS

Each project must be started and completed within the fiscal year that it is funded. **Commensurately, all funding provided by the project must be spent during the fiscal year.** No funds carryover to the next fiscal year is allowed. The fiscal year ends on September 30. All projects must be completed and invoices submitted by August 15.

The PARA Development Planner is responsible for inspecting each project/program site to verify proper use of any items or materials purchased with funding through PARA. Should an improper use occur, then it will be the responsibility of the particular community/organization to make any/all corrections or adjustments required. In the event that any improprieties are not corrected, any funding spent to date on the project shall be refunded.

Each community or community based organization will provide, at its own expense and cost, and keep in force general liability insurance with a good and solvent insurance company or companies licensed to do business in the State of Alabama. This insurance will be of an amount to adequately cover injury of death to a person or persons and to cover replacement cost for damage to property and/or facility, including the project work funded by the District Development. A copy of the insurance certificate is to be included with the application or prior to beginning the project work.

District Development Program

Welcome to the District Development Program! This is a wonderful opportunity for you to improve the arts, parks, and recreational opportunities available to your community. The District Development Program is a joint program sponsored by the Tuscaloosa County Commission and administered by the Tuscaloosa County Park and Recreation Authority (PARA). This information is designed to provide a general overview of the program.

The Approval Process

1. Your **Community or Community-based Program** selects projects complying with our guidelines then applies to the respective District Advisory Committee for acceptance. Part of this process involves the preparation of a budget that clearly shows the contributions of the community and the amount of the funding support expected from the County Commission.
2. The **District Advisory Committee** reviews the application from the community and recommends that the project be accepted or rejected the project, based on its adherence with the program guidelines.
3. The **PARA Facilities Committee and Board of Directors** are the next steps in the approval process. Once these two ratify the project, PARA acts as a facilitator. PARA is responsible for presenting the project to the County Commission for approval of the matching funds and for the administration of the project.
4. The **Tuscaloosa County Commission** approves the project and releases funds.

District Development Regulations

1. The District Development Program was established to improve recreational opportunities in rural areas of the county which by definition will be unincorporated areas or incorporated areas where the population is under 15,000 people. Grant applications from these areas will be considered first. After meeting the needs of the rural areas and if there is grant money still available, then projects within the incorporated areas of the county over 15,000 people will be considered.
2. The project shall be a permanent structure that aids in developing and/or improving the arts, park and/or recreational opportunities in the District
3. Each community or community based organization will provide, at its own expense and cost, and keep in force general liability insurance with a good and solvent insurance company or companies licensed to do business in the State of Alabama. This insurance will be in the amount of \$1,000,000.00 (one million dollars) to cover injury or death to a person, or persons, and to cover replacement cost for damage to property and/or facility, including the project work funded by the District Development.
4. The applicant must not discriminate on the basis of color, race, gender, national origin or handicap in implementing their project or programs/services.
5. The District Development Program will provide up to a maximum of 50% of the total cost of the project.
6. The District Development Program runs from October 1 through August 15 of the following year. All money must be spent and project work completed by this date.

Please call Erin Wiggins at 562-3220 for an application or to discuss your project. She will gladly assist you.

DISTRICT 1 ADVISORY COMMITTEE

James Barnett -Chairman

Billy Booth
Roger Bresnahan
Gary Honeycutt
Marvin Kennedy
Don Springer
John Myers
Gary Maluda
Cynthia Almond

DISTRICT 2 ADVISORY COMMITTEE

Billy Hubbard, Chairman
Herman Bell
Matthew Blake
Andy Foster
Mark Phillips
Randall Turner
Gary Youngblood
Tom Perryman
Kip Tyner

DISTRICT 3 ADVISORY COMMITTEE

Perry Free Chairman
Lee Garrison
George Hinson
Bobby Miller

Mark Nelson
Mike Spiller
Eddie Tinsley
Bob Lundell

DISTRICT 4 ADVISORY COMMITTEE

Don Presley
Jay Logan
Reginald Murray
Lee Garrison
Bobby Howard
Harrison Taylor
Luther Davis

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RESOLUTION

WHEREAS, on January 16, 2002, the L. C. Harris (Jerusalem Heights) Landfill applied to the Tuscaloosa County Commission for a modification of the existing facility located at 3521 65th Avenue.

WHEREAS, on December 16, 2001, the Tuscaloosa County Commission published a notice of public hearing as to whether the Tuscaloosa County Commission should deny or approve the proposal made by L. C. Harris (Jerusalem Heights) Landfill to expand its facility.


WHEREAS, all pertinent documents relating to the proposal made by L. C. Harris (Jerusalem Heights) Landfill were available for public inspection at the Tuscaloosa County Planning and Community Development Department during normal business hours of 8:00 a.m. to 5:00 p.m.

WHEREAS, on January 16, 2002, the Tuscaloosa County Commission granted host government local approval for the modification of a permit for L. C. Harris (Jerusalem Heights) Landfill for a 10 acre expansion.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Tuscaloosa County Commission ratifies its earlier host government local approval of the 10 acre expansion of the L. C. Harris (Jerusalem Heights) Landfill that was originally granted on January 16, 2002.

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 3rd day of August, 2011.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RESOLUTION

WHEREAS, the L. C. Harris (Jerusalem Heights) Landfill is a construction and demolition debris landfill located in Tuscaloosa at 3521 65th Avenue.


WHEREAS, HB 406, which was recently enacted into law, places a two-year moratorium on the issuance of permits for new public solid waste landfills that have a proposed capacity of 2,000 cubic yards per day or more.

WHEREAS, on April 27, 2011, Tuscaloosa County suffered significant tornado damage and now has a need for increased disposal capacity of construction and demolition debris.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

To ensure that a proper balance exists between ensuring adequate disposal capacity within Tuscaloosa County and the moratorium on new landfills imposed by HB 406, the Tuscaloosa County Commission resolves that the L. C. Harris (Jerusalem Heights) Landfill will not be permitted to accept more than 1900 cubic yards of waste per day.

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 3rd day of August, 2011.



W. Hardy McCollum Chairman
Tuscaloosa County Commission

ATTEST:



Melvin Vines, County Administrator

LAKEVIEW FIRE DISTRICT

21289 Phyllis Dr.
McCalla, AL 35111
205-477-6341

July 29th, 2011

TO: Comm. Youngblood & Tuscaloosa County Commission

Re: Concrete Request

Commissioners,

We the Lakeview Fire Protection District are writing this letter to request some concrete for a repair project to one of our oldest aprons at Fire Station 1 on Phyllis Dr. Over the last several years we have developed several cracks which in turn have worsened to where we can't even drive into the bay.

At this time we are working with a contractor to repair this area. We are requesting an amount of 25 yards of concrete. Of course this is just an estimate due to the uneven pattern that has developed in this area. We plan to thicken this area as well.

Thank you for your time and considerations in this matter

Brandon Jones

Fire Chief