TUSCALOOSA COUNTY COMMISSION MEETING

March 21, 2012

TUSCALOOSA COUNTY \$
STATE OF ALABAMA \$

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Don Wallace Gary Youngblood Bobby Miller Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to declare the following equipment surplus property to be sold at auction:

Unit 713A 2002 Dodge 1500 P/U VIN 175624 Mileage 118,187 Unit 714A 2002 Dodge 1500 P/U VIN 175622 Mileage 98,694 Unit 731A 1992 Ford F350 Welding Truck VIN A89065 Mileage 170,756

Exhibit 3-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of the following invoices from Burk-Kleinpeter for engineering services:

Upper Tyro Road - Upper Tyro Creek Bridge Replacement (\$7,500.00) Hosmer Road - Rock Castle Creek Bridge Replacement (\$725.00) Old Jasper Road - Tyro Creek Bridge Replacement (\$3,500.00) Public Works Roof Replacement (\$695.00) Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Chairman to execute an agreement between the County and the State of Alabama Department of Transportation for funding of Project No. BRZ-6300(219) for the bridge replacement on Old Jasper Road over Gin Branch.

Exhibit 3-3, Page

County Engineer Bobby Hagler reported that the County received no bids for the purchase of six tornado safe rooms.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the months of January and February, 2012.

Exhibit 3-4, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Attorney Robert Spence to purchase 11.8 acres of land from Albert Plus, LLC, for \$38,550.00 for improvements to Sand Road.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize County Attorney Robert Spence to purchase 2.2 acres of land W. R. Ballard and Zora Ballard for \$12,100.00 for improvements to Sand Road.

Probate Judge W. Hardy McCollum recognized Dr. Mary Elizabeth Harper of the Tuscaloosa Public Library and executed a proclamation proclaiming Wednesday, April 11, 2012 as National Bookmobile Day.

Exhibit 3-5, Page

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April4, 2012.

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

Bobby Hagler

From:

James Fuller

Sent: To:

Wednesday, March 14, 2012 1:45 PM

Allan Springer; Bobby Hagler FW: Declare Surplus

Subject:

FYI

From: Bobby Hayward

Sent: Wednesday, March 14, 2012 11:53 AM

To: James Fuller

Subject: Declare Surplus

James,

Please have the following units declared surplus and sold at auction. The units have been replaced with new trucks and are not needed.

Thanks

713A -- 2002 Dodge 1500 P/U Vin: 1D7HA16N62J175624 Mileage: 118187 Replaced with new unit

714A – 2002 Dodge 1500 P/U Vin: 1D7HA16N22J175622 Mileage : 98964

Replaced with new unit

731A – 1992 ford F350 Welding truck Vin: 1FDHF37MNNA89065 Mileage: 170756 Replaced with new unit

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BLVD, SUITE 180 TUSCALOOSA, AL 35401-9166 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

CRAIG P. WILLIAMS, PE
WILLIAM R. BURK, JR., 1912-1986

CHAIRMAN OF THE BOARD

DAVID S. HARGROVE, PE

ASSOCIATES

WM. R. "BIFF" BURK, III, PE

BKI

OVER 100 YEARS OF SERVICE

February 29, 2012

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

> Tuscaloosa County Misc. Bridge Replacements Invoice #9 BKI Job No. TU.11.006

For professional services rendered on the referenced project through the month of February 2012.

PAYMENT REQUEST NO.9

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT YOUNT DUE
Jay Creek Bridge				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
Upper Tyro Creek				
DESIGN SERVICES	\$51,000.00	58%	\$ 29,695.00	\$ 7,500.00
SURVEY SERVICES	\$8,050.00	93%	\$ 7,500.00	\$ -
Rock Castle Creek				
DESIGN SERVICES	\$25,500.00	83%	\$ 21,130.00	\$ 725.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	\$133,150.00		\$ 66,375.00	\$ 8,225.00

PREVIOUSLY INVOICED: \$ (58,150.00) **AMOUNT DUE:** \$ 8,225.00

RECEIVED

MAR 1 4 2012

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 50977



BATON ROUGE . NEW ORLEANS . SHREVEPORT . TUSCALOOSA . MOBILE

BIRMINGHAM · HOUSTON · PASCAGOULA · GULFPORT · JACKSON

BURK-KLEINPETER, INC.

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DAVID S. HARGROVE, PE

CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

BKI

OVER 100 YEARS OF SERVICE

February 29, 2012

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

RE: Tyro Creek Bridge Replacement Invoice #9

BKI Job No. TU.11.004

For professional services rendered on the referenced project through the month of February 2012.

PAYMENT REQUEST NO 9

	TOTAL	%	AMOUNT	(URRENT
	AMOUNT	COMPLETE	COMPLETE	AM	OUNT DUE
DESIGN SERVICES	\$46,350.00	69%	\$ 32,145.00	\$	3,500.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$	-
GEOTECHNICAL SERVICES	\$ 23,750.00	0%	\$ -	\$	-
			\$ 39,845.00	\$	3,500.00

PREVIOUSLY INVOICED: \$ (36,345.00) **AMOUNT DUE:** \$ 3,500.00

RECEIVED

MAR 1 4 2012

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

BKI INVOICE: 50976

ks



BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166
TELEPHONE (205) 759-3221 FAX (205) 759-9166
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ASSOCIATES

DAVID S. HARGROVE, PE

CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

BKI

OVER 100 YEARS OF SERVICE

February 29, 2012

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

> RE: Tuscaloosa County Roof Replacement Invoice #5 BKI Job No. TU.11.008

For professional services rendered on the referenced project through the month of February 2012.

PAYMENT REQUEST NO.5

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	URRENT OUNT DUE
PRE-DESIGN SERVICES	\$4,185.00	100%	\$ 4,185.00	\$ -
BID PHASE	\$2,500.00	100%	\$ 2,500.00	\$ -
C, E, & I SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ 695.00
Advertisement			\$ 593.25 \$ 12,778.25	\$ -
		SLY INVOICED:	\$ (12,083.25) \$ 695.00	

RECEIVED

MAR 1 4 2012

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

JOO 3

BKI INVOICE: 50990

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 construction of a 3 @ 50' AASHTO girder bridge replacement on CR55 (Old Jasper Road) over Gin Branch. BIN 008905. Length - 0.207 miles. Proj #BRZ-6300(219), TCP 63-16-09. CPMS Ref #100054006.

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

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will coordinate any required adjustments to utilities with the utility company involved in accordance with usual State procedures. Any utility expenses involved which are eligible for State reimbursement or payment under State law will be considered as a part of the project cost and will be paid as provided herein. The State will not be liable for utility expenses which are not eligible for State reimbursement or payment under State law.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the project cost.
- E. The County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the contractor.
- F. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- G. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2008)	\$	275,401.21
FA Funds (2009)	-	448,590.79
County Funds		180,998.00
Total (Incl. E&I, Utilities & Indirect Cost)	\$	904,990.00

- H. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- I. 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.
- J. The County will comply with 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 the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- K. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.
- L. 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.

M. 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.

- N. 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.
- O. By entering into this agreement, the COUNTY is not an agent of the State, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
 - P. Exhibit M is attached hereto as a part hereof.
 - Q. Exhibit N is attached hereto as a part hereof.
- R. 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
Clerk (Signature)	BY: Chairman
	Tuscaloosa County Commission
M. L. Vines Type Name of Clerk	W. Hardy McCollum
Type Name of Clerk	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 AGREEME	NT IS HEREBY APPROVED ON THE DAY
OF , 20 .	DAI

GOVERNOR OF ALABAMA ROBERT BENTLEY

DEC	OI LITION	NUMBER	
KKA	4.71.4.1.1.E4.71	V INTUIVERSITAR	

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:

Construction of a 3 @ 50' AASHTO girder bridge replacement on CR55 (Old Jasper Road) over Gin Branch. BIN 008905. Length - 0.207 miles. Proj #BRZ-6300(219), TCP 63-16-09. CPMS Ref #100054006;

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

M. R. 150

SEAL

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.

MO	NTI	нО)F:	

MONTH OF: JANUARY, 2012

	FUND	CHECK NUMBERS	AMOUNT
001	GENERAL FUND SPECIAL SALES TAX	10804-11126	\$3,766,287.02
112 116 117	ROAD & BRIDGE CAPITAL IMPROVEMENT RRR GAS TAX	3004-3195	\$1,711,313.10
120 160	REAPPRAISAL COMMUNITY DEVELOP	1738-1761	\$160,966.73
710	PAYROLL-CHECKS	92233-92291 53372-53489	\$1,222,366.13 \$108,482.58
720 730	PAYROLL-DIR DEP EXCESS LAND SALES FIDUCIARY	47514-48421	\$1,014,482.62
750	PISTOL PERMIT	7644-7667	\$26,117.00
780 781	E911 GAS TAX BONDING	4614-4626	\$64,870.23
783 784	WORKMEN'S COMP TAX COLL SPECIAL	1002, 5188-5206, 51871	\$36,752.33
785 786	TAX ASSR SPECIAL MFG HOMES	1744-1746	\$385.97
787	MOTOR VEH TRAINING	154-159	\$1,104.59

\$8,113,128.30

CHECKED BY:	/WM	Lamb

COMMISSIONER, REGINALD MURRAY

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY	COMMISSION:
CHAIRMAN, W. HARDY MCCOLLUM	Mark Mille
COMMISSIONER, DON WALLACE	Jor Villan
COMMISSIONER, GARY YOUNGBLOOD	Dany younglood
COMMISSIONER, BOBBY MILLER	Bredy Mille

MONTH OF: FE	EBRUARY, 2012
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COMMISSIONER, REGINALD MURRAY

	FUND	CHECK NUMBERS	AMOUNT
001	GENERAL FUND SPECIAL SALES TAX	10996-11521	\$3,588,939.19
112 116 117	ROAD & BRIDGE CAPITAL IMPROVEMENT RRR GAS TAX	3138-3330	\$1,398,417.61
120 160	REAPPRAISAL COMMUNITY DEVELOP	1758-1776	\$159,673.10
710	PAYROLL-CHECKS	92292-92349 53490-53605	\$1,217,743.26 \$108,225.19
	PAYROLL-DIR DEP	48422-49326	\$997,832.76
720 730	EXCESS LAND SALES FIDUCIARY	361	\$8,299.09
750	PISTOL PERMIT	7668-7680	\$22,546.95
780 781	E911 GAS TAX BONDING	4627-4641	\$27,780.37
783 784	WORKMEN'S COMP TAX COLL SPECIAL	5187	\$12,104.81
785 786	TAX ASSR SPECIAL MFG HOMES	1747-1750	\$813.93
787	MOTOR VEH TRAINING	160	\$685.43

\$7,543,061.69

CHECKED BY:	NM Camb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY	COMMISSION Ma
CHAIRMAN, W. HARDÝ MCCOLLUM	//////////////////////////////////////
COMMISSIONER, DON WALLACE	InVollan
COMMISSIONER, GARY YOUNGBLOOD	Dany Joyelooc
COMMISSIONER, BOBBY MILLER	Bolly Miller

Proclamation

National Bookmobile Day 2012 April 11, 2012

WHEREAS, libraries everywhere play a vital role in supporting the quality of life in their communities;

WHEREAS, Tuscaloosa Public Library staff are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy;

WHEREAS, for over 100 years, bookmobiles and direct-delivery outreach services have played a vital role in fulfilling the mission of libraries, bringing the resources of libraries and the expertise of librarians directly to all kinds of communities – rural, urban and suburban;

WHEREAS, bookmobiles are modern, changing and dynamic mobile information centers for the 21st century, providing not just books, but DVDs, music, resources for job searches, and more;

WHEREAS, as an extension of libraries, bookmobiles are part of the American Dream – places for opportunity, education, self-help and lifelong learning;

WHEREAS, bookmobile use is up nationwide among all types of library users;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Bookmobile Day during National Library Week;

NOW, THEREFORE, be it resolved that I, the Honorable Judge W. Hardy McCollum, proclaim National Bookmobile Day, Wednesday, April 11, 2012. I encourage all residents to visit the Tuscaloosa Public Library Bookmobile that day to take advantage of the wonderful library resources available @ your library, brought directly to you by your bookmobiles.

W. Hardy McCollum Probate Judge for Tuscaloosa County