

TUSCALOOSA COUNTY COMMISSION
MEETING

December 12, 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:

Stan Acker
Jerry Tingle
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution providing Tuscaloosa County's participation in the "Severe Weather Preparedness Sales Tax Holiday" as authorized by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 22, 2013 and ending at 12:00 midnight on Sunday, February 24, 2013, the last full weekend of February in 2013.

Exhibit 12-1, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution authorizing an agreement with the Alabama Secretary of State to act as the agent for the Board of Registrars for payment of postage necessary for mailing voter registrations notices.

Exhibit 12-2, Page

Probate Judge W. Hardy McCollum presented a 45-year service pin to Night Maintenance Supervisor Robert Minor and thanked him for his dedicated service to Tuscaloosa County.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize an amendment to the agreement for engineering services with Burk-Kleinpeter on the following projects:

South Sandy Road Bridge Replacement Project	\$64,750.00
Upper Tyro Road Bridge Replacement Project	\$20,988.00

Exhibit 12-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to award the bid for Rental of Dump Trucks to sole-bidder, Pearce Trucking Co., at an hourly rental rate of \$79.00.

Exhibit 12-4, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize payment of invoice from McGiffert and Associates for engineering services related to the Dry Creek Road water main relocation in the amount of \$6,564.00.

Exhibit 12-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution accepting streets in Field's Crossing Phase 1 and Phase 2 subdivisions for maintenance at the recommendation of County Engineer Bobby Hagler.

Exhibit 12-6, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt resolutions to Alabama Department of Transportation (ALDOT) for four bridge replacement projects:

Malone Mill Creek on Malone Creek Road
Binion Creek on Traweek Road
Barbee Creek on Old Fayette Road
Unnamed Tributary to Binion Creek on Old Fayette Road

Exhibit 12-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider a reimbursable agreement with Alabama Department of Transportation (ALDOT) for a water line relocation bridge replacement project on Hargrove Road East.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize a reimbursable agreement with Alabama Department of Transportation (ALDOT) between the County and Coaling Water Authority, Inc., for water line relocation bridge replacement project on Hargrove Road East.

Exhibit 12-8, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution requesting that the Federal Highway Administration consider and assign the functional classification of Major Collector to the Will Walker Road, Tuscaloosa County/Town of Vance, and Brookwood Parkway reconstruction projects in order to be eligible for funding consideration.

Exhibit 12-9, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize McGiffert and Associates to provide assistance required for the Will Walker Road reconstruction project and Burk-Kleinpeter to provide assistance on the Brookwood Parkway reconstruction project.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize payment of \$1,480.00 to Burk-Kleinpeter for providing engineering assistance to Marcum Architects, LLC during the application phase for a senior community-type structure for the Holt community.

Exhibit 12-10, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize McGiffert and Associates, to prepare necessary documents to submit a formal amendment to ADECA for improvements to the intersection of Progress Drive and County Road 59 at the Cedar Cove Industrial Park.

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution authorizing the vacation of right-of-way on Fosters Loop Road. It was noted by County Attorney Robert Spence, that a public hearing was held December 5, 2012 and no persons were in attendance to object.

Exhibit 12-11, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to post 30 MPH speed limit signs on Maxwell Loop Road.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution requesting that Alabama Department of Transportation (ALDOT) reinstall the flashing light with a maintenance agreement and also to conduct a traffic study to determine if a traffic signal is warranted at the intersection of Highway 11 South and Gainesville Road.


Commissioner Murray's motion regarding the Tuscaloosa County Board of Education's request for proposed construction of the Sipse Valley Tennis Court project failed for lack of a second.

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to assess the condition of the road leading to the home of Mrs. Candy Harris, 16764 Reed Creek Road, and to make necessary improvements to her driveway at the request of Tuscaloosa's One Place. Mrs. Harris, a dialysis patient, relies on Superior Medicaid to take her to her appointments.


Exhibit 12-12, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, voted unanimously to go into executive session prior to the end of this meeting to discuss Tuscaloosa County Industrial Development Authority Board appointments.

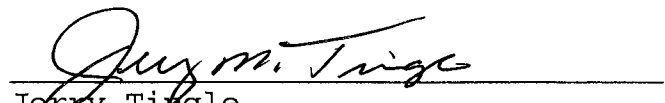
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 19, 2012.



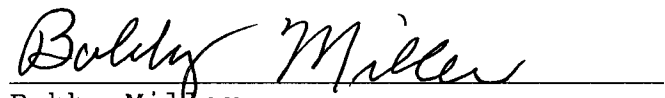
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



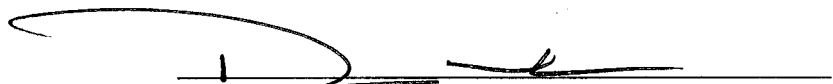
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

**RESOLUTION PROVIDING FOR TUSCALOOSA COUNTY'S
PARTICIPATION IN THE "SEVERE WEATHER PREPAREDNESS SALES
TAX HOLIDAY" AS AUTHORIZED BY ACT NO. 2012-256 IN JULY 2012**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, effective April 26, 2012, which provides an exemption of the state sales and use tax for certain severe weather preparedness supplies during the last full weekend in July 2012 and the last full weekend of February of each subsequent year; and

WHEREAS, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least fourteen days prior to 12:01 a.m. on the first Friday in July 2012, and at least 30 days prior to the last full weekend of February in subsequent years;

WHEREAS, the Tuscaloosa County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256 during the last full weekend of February 2013, beginning at 12:01 a.m. on February 22, 2013 and ending at twelve midnight on Sunday, February 24, 2013; and

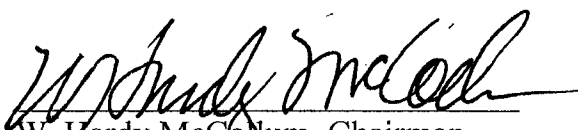
WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the County Commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2013 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on February 22, 2013 and ending at twelve midnight on Sunday, February 24, 2013.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the December 12, 2012 meeting of the Tuscaloosa County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

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 12th day of December, 2012.


W. Hardy McColum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

RESOLUTION BY TUSCALOOSA COUNTY, ALABAMA, COMMISSION

WHEREAS, Act 95-769 requires the Tuscaloosa County Board of Registrars to implement a voter file maintenance process, and

WHEREAS, Act 95-769 also requires the Tuscaloosa County Commission to pay the cost of postage necessary to mail certain notices to voters and to subsequently apply for and receive reimbursement for such costs from the State of Alabama, and

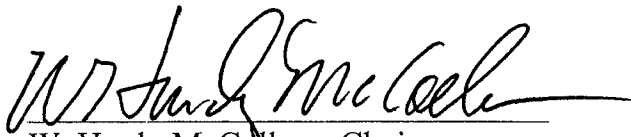
WHEREAS, the Alabama Secretary of State has indicated that her office is willing to serve as the agent for the Tuscaloosa County Commission for the purposes of paying postage costs and collecting reimbursements for such costs from the State Elections Fund as provided for in Act 95-769, and

WHEREAS, the Alabama Secretary of State served as the agent for the Tuscaloosa County Commission in 1997, 2001, 2005 and 2009, for the purposes of paying postage costs and collecting reimbursements from the State Elections Fund as provided for in Act 95-769,

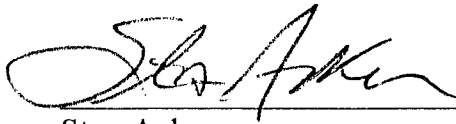
NOW, THEREFORE, BE IT RESOLVED BY the Tuscaloosa County Commission that it hereby agrees to appoint the Secretary of State to serve as its agent for the purposes of paying postage costs necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements for such costs from the State Elections Fund as provided in the Act, and now

BE IT FURTHER RESOLVED that the Chairman of the Tuscaloosa County Commission is authorized to execute an agency agreement to be entered into between this county and the Office of the Alabama Secretary of State.

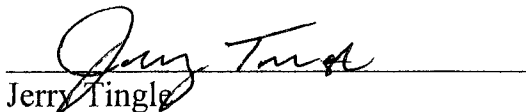
Adopted this 12th day of December of the year 2012.



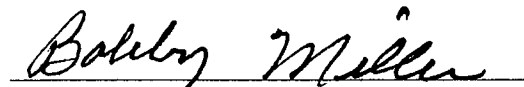
W. Hardy McCollum, Chairman
Tuscaloosa County Commission



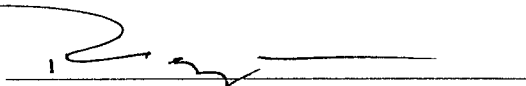
Stan Acker
Commissioner – District I



Jerry Tingle
Commissioner – District II



Bobby Miller
Commissioner – District III


Reginald Murray
Commissioner – District IV

STATE OF ALABAMA

DATE: December 12, 2012

TUSCALOOSA COUNTY

AGENCY AGREEMENT

The Tuscaloosa County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements from the State Elections Fund associated with compliance with Act 95-769. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), Code of Alabama (1975) for which the Commission will be obligated to reimburse the Secretary of State by this agreement and that such reimbursement shall occur from monies the County is entitled to for such costs from the State Elections Fund pursuant to §17-4-31, Code of Alabama (1975). The County Commission also agrees that the business reply mail account fee and business reply mail postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of the Act.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission

Acceptance by the Secretary of State:

Beth Chapman
Secretary of State

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

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

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

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

WILLIAM R. BURK, JR., 1912-1986



VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

OVER 100 YEARS OF SERVICE

December 3, 2012

Mr. Allan Springer
Assistant Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

Re: **South Sandy Road Bridge Replacement Project – Additional Structure**

Dear Mr. Springer:

Thank you for the opportunity to work with Tuscaloosa County on the above-mentioned project. We are currently under design and working to complete plans.

During the hydraulic review, it became evident that an additional AASHTO-girder structure may be required as a relief bridge in order to minimize future flooding. We have discussed this with Public Works and ALDOT Bridge Bureau and everyone is in agreement that this type structure is the most suitable solution.

Please be aware that this will require that BKI design an additional bridge that was not included in the original scope of work. Based on this additional work, I would like to submit a request for a supplemental agreement for your consideration.

The estimated total fee for the additional structure is **\$64,750.00**. As stated, it appears that an AASHTO-girder structure will be required, therefore the fee includes a cost for geotechnical engineering.

The proposed fee is broken down further for your review:

Design Services:	\$51,750.00
Geotechnical Services:	\$7500.00
Survey Services	<u>\$5500.00</u>
Total Estimated Fee:	\$64,750.00

Once again, thank you for the opportunity to work with you and Tuscaloosa County again. If you have any questions or need additional information, please feel free to contact me. I look forward to hearing from you.

Sincerely,

BURK-KLEINPETER, INC.

Bruce L. Higginbotham, P.E.
Vice President

cc: File (TU.12.010)



BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
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ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE
REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE
VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

November 27, 2012

Mr. Allan Springer
Assistant Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

Re: **Tuscaloosa County Miscellaneous Bridge Replacements Project
Upper Tyro Road Bridge Replacement**

Dear Mr. Springer:

Thank you for the opportunity to work with Tuscaloosa County on the above-mentioned project. The project is currently under design and moving forward.

Based on field parameters, it has become evident that an AASHTO girder bridge will be required at this site. Because of this, drilling will be required for the foundation report. The original contract does not include a fee for geotechnical services. Therefore, I am requesting a supplemental agreement for these services so that we can complete the design process and submit to ALDOT.

I have discussed the project with TTL, Inc. They have previously provided geotechnical services for us on other bridges in the immediate area and are ready to begin work.

Based on these discussions, I am providing an estimated fee for **\$20,988.00**.

Once again, thank you for the opportunity to work with you and Tuscaloosa County again. If you have any questions or need additional information, please feel free to contact me. I look forward to hearing from you.

Sincerely,

BURK-KLEINPETER, INC.

Bruce L. Higginbotham, P.E.
Vice President

cc: File (TU.11.006)

RECEIVED

DEC 03 2012

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



DUMP TRUCK RENTAL BID SHEET

DESCRIPTION	HOURLY RENTAL RATE
20 C.Y. Minimum Capacity Dump Truck	79.00

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.

Company Name: **PEARCE TRUCKING CO.**
P. O. Box 70093
Mailing Address: Tuscaloosa, AL 35407

Telephone: 205-345-4738

Name: Rick Pearce Davis Pearce

Title: President Vice-President

Date: 10/30/12

ADJUSTED HAUL RATES BASED ON DIESEL FUEL INDEX

Week of _____

Base Price; \$3.999

Bid Date: October 31, 2012

Base Bid 79.00/hour

Base Fuel Amount 3.999/gal.

Non Fuel Cost _____

Index for Week _____

% Change _____

Adjustment _____

Adjusted Price 79.00/hour

ADDENDUM NO. 1

ADDENDUM TO THE SPECIFICATIONS AND BID DOCUMENTS

FOR DUMP TRUCK RENTAL

BID DATE: October 31, 2012

This addendum addresses changes to the specifications and bid documents for dump truck rental. Please note the following changes in the specifications and bid requirements:

1. The section entitled "BID BOND" shall be deleted from the bid documents and requirements. A bid bond will not be required.

NOTE: This addendum should be included with the bid documents when bid is submitted. The date of receipt of the addendum should be noted on addendum.

Rec'd. 10/24/12'
CRP

Issued: October 23, 2012



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MMDDYYYY)
10/22/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Chaffin Insurance Agency P O Box 570 165 South Main Street Graysville, AL 35073 Larry N Chaffin	205-674-7851 205-674-6820	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: PEARC-1	FAX (A/C, No):											
	INSURED Pearce Trucking, Inc. P.O. Box 70093 Tuscaloosa, AL 35407		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Auto Owners</td> <td>NAIC # 18988</td> </tr> <tr> <td>INSURER B: Progressive Insurance</td> <td>32786</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Auto Owners	NAIC # 18988	INSURER B: Progressive Insurance	32786	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER A: Auto Owners	NAIC # 18988													
INSURER B: Progressive Insurance	32786													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		38201220	04/06/12	04/06/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
B	AUTOMOBILE LIABILITY		01528527-6	02/21/12	02/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
B	PHYSICAL DAMAGE		01528527-6	02/21/12	02/21/13	ACV LESS \$2500 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER TUSCALOOSA COUNTY COMMISSION P.O. BOX 201103 TUSCALOOSA, AL 35402	TUSC. C TUSCALOOSA COUNTY COMMISSION P.O. BOX 201103 TUSCALOOSA, AL 35402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NUMBER	DATE	PROJECT NUMBER	APPROVED
2	11/28/2012	123025	DAH
			WAW

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

Work Completed 9/10/12 Thru 11/18/2012

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Attn: Mr. Allan Springer

Re: Dry Creek Road Water Main Relocation

Description	Hours	Rate	Amount
• Easements, Surveys and Negotiations (8 Tracts)			
Senior Project Manager/Principal	16.50	\$ 150.00	\$ 2,475.00
Engineer Technician	43.50	\$ 94.00	\$ 4,089.00
		Total Amount Due	\$ 6,564.00

K:\wpdata\Bills\2012\11-November 2012\TCC-Dry Creek Rd.xls

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.

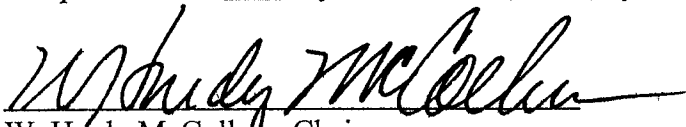
**RESOLUTION ACCEPTING STREETS IN
FIELD'S CROSSING PHASE ONE SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Field's Crossing Phase One Subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

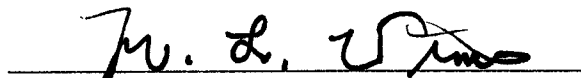
NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 12th day of December, 2012, by the TUSCALOOSA COUNTY COMMISSION.



W. Hardy McCollum, Chairman



Melvin Vines, County Administrator

Seal

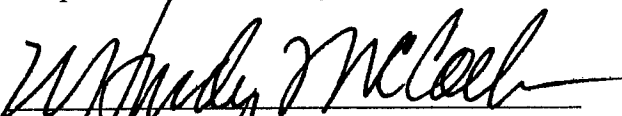
**RESOLUTION ACCEPTING STREETS IN
FIELD'S CROSSING PHASE TWO SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Field's Crossing Phase Two Subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.


NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 12th day of December, 2012, by the TUSCALOOSA COUNTY COMMISSION.



W. Hardy McCollum, Chairman



Melvin Vines, County Administrator

Seal

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-10-12

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

Replacement of a 106 foot bridge over Malone Mill Creek on Malone Creek Road approximately 5.8 miles South of Junction Highway 140
Southeast ¼ of the Southeast ¼ of Section 30, Township 21 South, Range 12 West
Structure Number -O CO0062 63 0000072Z 00
Sufficiency Rating - 25.4
Status - 1
Bin No. - 013817

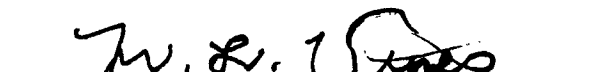
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and


WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

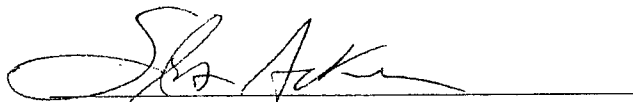
NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 12th, day of December, 2012 by the Tuscaloosa County Commission.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-11-12

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

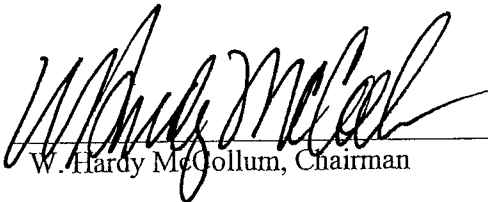
Replacement of a 60 foot bridge over Binion Creek on Traweek Road approximately 0.04 miles West of Junction Old Fayette Road
Southwest ¼ of the Northwest ¼ of Section 35, Township 18 South, Range 11 West
Structure Number -O CO0170 63 0000142Z 00
Sufficiency Rating - 46.1
Status - 2
Bin No. - 012089

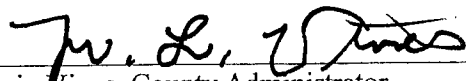
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

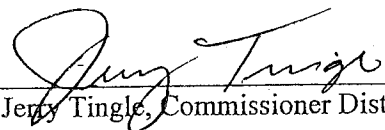
WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

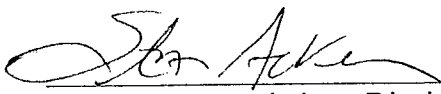
NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

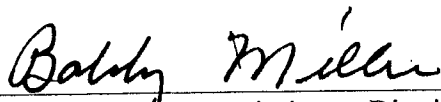
Approved this 12th, day of December, 2012 by the Tuscaloosa County Commission.



W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-12-12

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

Replacement of a 40 foot bridge over Barbee Creek on Old Fayette Road approximately 6.5 miles Northwest of Junction Alabama Highway 43N
South 1/2 of Section 35, Township 18 South, Range 11 West
Structure Number --O CO0158 63 0000140Z 00
Sufficiency Rating -- 41.3
Status -- 2
Bin No. - 014309

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

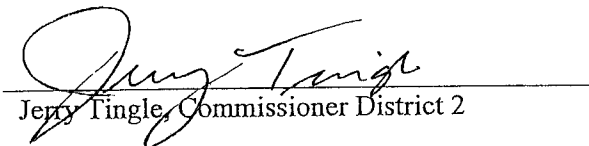
WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

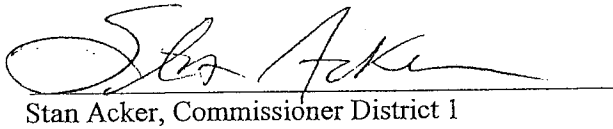
NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 12th, day of December, 2012 by the Tuscaloosa County Commission.

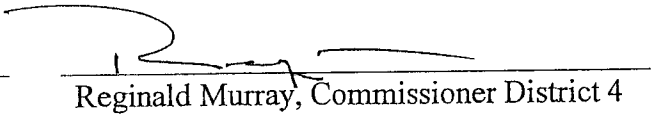

W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-13-12

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

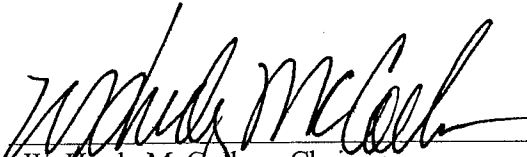
Replacement of a 44 foot bridge over Unnamed Tributary to Binion Creek on Old Fayette Road approximately 6.6 miles Northwest of Junction Alabama Highway 43N
West ½ of Section 35, Township 18 South, Range 11 West
Structure Number -O CO0158 63 0000141Z 00
Sufficiency Rating - 37.0
Status - 2
Bin No. - 012282

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 12th, day of December, 2012 by the Tuscaloosa County Commission.



W. Hardy McCollum, Chairman



Melvin Vines, County Administrator



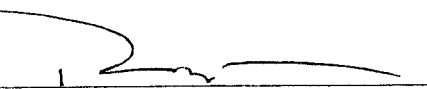
Jerry Tingle, Commissioner District 2



Stan Acker, Commissioner District 1



Bobby Miller, Commissioner, District 3



Reginald Murray, Commissioner District 4

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

	PROJECT NUMBER	TCP 63-01-10
<input type="checkbox"/> Private Right-of-Way	COUNTY NUMBER	63
<input checked="" type="checkbox"/> Public Right-of-Way	COUNTY	Tuscaloosa

THIS AGREEMENT is entered into by and between the County of Tuscaloosa acting by and through its County Commission, hereinafter referred to as the COUNTY, and Coaling Water Authority, Inc., hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Tuscaloosa County, Alabama, said project being designated as Project No. _____ and consisting approximately of the following: Bridge replacement and approaches on Hargrove Road East; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the COUNTY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, the Alabama Department Of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
5. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

6. The UTILITY will perform the work of relocation:
- (a) _____ by UTILITY'S own forces
 - (b) x by contract let by the UTILITY
 - (c) _____ by an existing written continuing contract where the work is regularly performed for the UTILITY
 - (d) _____ by combination of the preceding (as shown in detail on the estimate).

7. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the COUNTY will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the COUNTY will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$ 40,100.00. The total estimated cost including betterment is \$ N/A.

c. If an adjustment for betterment is applicable, the COUNTY will reimburse the UTILITY for N/A percent of the actual cost of relocation and the remaining N/A percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the COUNTY reserves the right to recalculate the percentages at any time.

8. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

9. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

11224 Hagler Coaling Road

Coaling, Alabama, 35453

10. The UTILITY will, within six (6) months following completion of the relocation, furnish the COUNTY such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the COUNTY a copy of its "as built" plans for the STATE'S records.

11. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the COUNTY may deem necessary, the COUNTY will reimburse the UTILITY for the actual cost of such relocation as verified by the COUNTY. In the event the actual verified cost, as accepted, exceeds the estimated cost, the COUNTY may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

12. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

13. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the COUNTY by the UTILITY for review and approval.

14. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the COUNTY by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

15. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

16. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the COUNTY'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

17. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the COUNTY, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

18. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.

19. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the COUNTY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

21. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

22. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the County Transportation Engineer.

The County requests that (_____ 100% County funds; _____ x _____ Federal participation) be used for utility work in this agreement.

WITNESS:

David G. Mitchell

Coaling Water Authority, Inc.
(Legal Name of Utility)

BY: John W. Foster Jr
(Signature)

John W. Foster Jr
(Type or Printed Name)

Chairman of Board
(Type or Printed Title)

P.O. Box 146
(Address)

Coaling, Al 35449
(Address)

(205) 553-5361
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
COUNTY ENGINEER

BY: _____
DIVISION ENGINEER

COUNTY OF Tuscaloosa

BY: Wendy McLeh
CHAIRMAN, COUNTY COMMISSION

APPROVED:

BY: _____
COUNTY TRANSPORTATION ENGINEER

DATE: _____

RESOLUTION

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

WHEREAS, the Tuscaloosa County Commission makes efforts on an on-going basis to maintain, improve and construct roads and bridges in the County to better serve the motoring public and to enhance the safety standards and quality of said roads and bridges; and

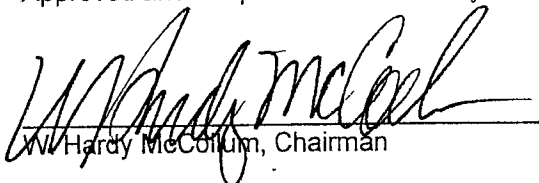
WHEREAS, the assignment of a functional classification, at a minimum, as a Major Collector is required for an existing or proposed roadway in order to be eligible for the expenditure of certain Federal funds; and

WHEREAS, the Tuscaloosa County Commission proposes the development of a project, The Will Walker Road Reconstruction Project, which will require the assignment of said functional classification in order to be eligible for funding consideration;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby requests that the Federal Highway Administration consider and assign the functional classification of Major Collector to the subject roadway.

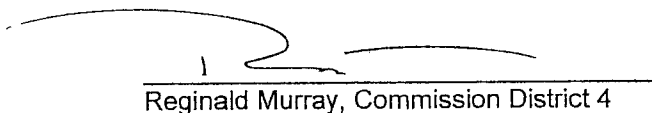
BE IT FURTHER RESOLVED that all appropriate documentation, maps and other data shall be included as an attachment with the subject resolution for submission and processing through the State of Alabama Department of Transportation.

Approved and adopted this the 12th day of December, 2012.

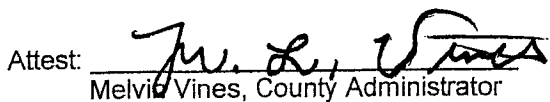

W. Hardy McCollum, Chairman


Bobby Miller, Commission District 3


Stan Acker, Commission District 1


Reginald Murray, Commission District 4


Jerry Trigg, Commission District 2

Attest: 
Melvin Vines, County Administrator

RESOLUTION

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

WHEREAS, the Tuscaloosa County Commission makes efforts on an on-going basis to maintain, improve and construct roads and bridges in the County to better serve the motoring public and to enhance the safety standards and quality of said roads and bridges; and

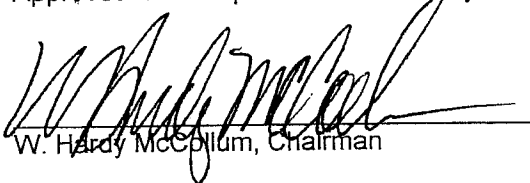
WHEREAS, the assignment of a functional classification, at a minimum, as a Major Collector is required for an existing or proposed roadway in order to be eligible for the expenditure of certain Federal funds; and

WHEREAS, the Tuscaloosa County Commission proposes the development of a project, The Tuscaloosa County/Town of Vance Road and Bridge Construction Project, which will require the assignment of said functional classification in order to be eligible for funding consideration;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby requests that the Federal Highway Administration consider and assign the functional classification of Major Collector to the subject roadway.

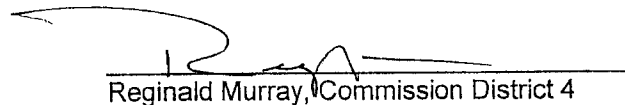
BE IT FURTHER RESOLVED that all appropriate documentation, maps and other data shall be included as an attachment with the subject resolution for submission and processing through the State of Alabama Department of Transportation.

Approved and adopted this the 12th day of December, 2012.

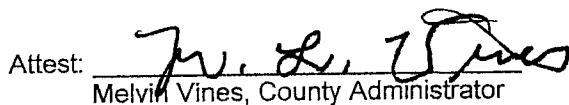

W. Hardy McCallum, Chairman


Bobby Miller, Commission District 3


Stan Acker, Commission District 1


Reginald Murray, Commission District 4


Jerry Tingle, Commission District 2

Attest: 
Melvin Vines, County Administrator

RESOLUTION

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

WHEREAS, the Tuscaloosa County Commission makes efforts on an on-going basis to maintain, improve and construct roads and bridges in the County to better serve the motoring public and to enhance the safety standards and quality of said roads and bridges; and

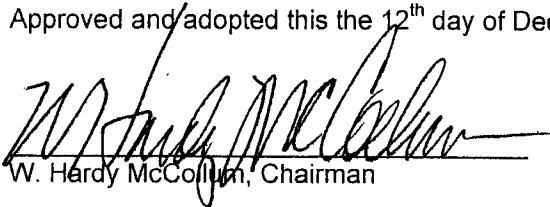
WHEREAS, the assignment of a functional classification, at a minimum, as a Major Collector is required for an existing or proposed roadway in order to be eligible for the expenditure of certain Federal funds; and

WHEREAS, the Tuscaloosa County Commission proposes the development of a project, The Brookwood Parkway Road Construction Project, which will require the assignment of said functional classification in order to be eligible for funding consideration;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby requests that the Federal Highway Administration consider and assign the functional classification of Major Collector to the subject roadway.

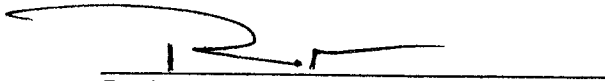
BE IT FURTHER RESOLVED that all appropriate documentation, maps and other data shall be included as an attachment with the subject resolution for submission and processing through the State of Alabama Department of Transportation.

Approved and adopted this the 12th day of December, 2012.


W. Hardy McCollum, Chairman

Bobby Miller, Commission District 3


Stan Acker, Commission District 1


Reginald Murray, Commission District 4


Jerry Tingle, Commission District 2

Attest: 
Melvin Vines, County Administrator

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

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REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE



OVER 100 YEARS OF SERVICE

May 31, 2012

Mr. Farrington Snipes, Director
Planning and Community Development
Tuscaloosa County
2501 7th Street, Suite 300
Tuscaloosa, AL 35401

RE: Holt Senior Center Site Plan
Invoice #2
BKI Job No. Tu.12.009

*(APPLICATION
DEVELOPMENT
W/ MACCUM ARCH.)*

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

PAYMENT REQUEST NO.2

	<u>HOURS THIS PERIOD</u>	<u>TOTAL HRS AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	8	8	\$ 1,480.00

PREVIOUSLY INVOICED: \$ (1,480.00)
AMOUNT DUE: \$ 1,480.00

BKI INVOICE: 51365
KS

APPROVED BY
COUNTY COMMISSION
DATE 12-12-2012



THIS INSTRUMENT PREPARED BY:
ELIZABETH S. GORDON
ROSEN HARWOOD P.A.
ATTORNEYS AT LAW
2200 Jack Warner Parkway,
Suite 200 (35401)
Post Office Box 2727
Tuscaloosa, Alabama 35403
(205) 344-5000

Sources of Title: Deed Book 1216 at Page 612
Deed Book 2002 at Page 20818

**RESOLUTION AUTHORIZING THE VACATION OF A RIGHT-OF-WAY
OF FOSTERS LOOP ROAD
IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owner of the land abutting that certain right-of-way depicted on, and more particularly described in Exhibit "A," said Exhibit being attached hereto and incorporated herein by reference, Martha Jean Braughton and Adrian Edward Braughton (hereinafter referred to as the "Owners"), allege that they own all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

WHEREAS, said right-of-way does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission to the vacation of said right-of-way has been requested and is desired by the Owners; and,

WHEREAS, it appears to the Tuscaloosa County Commission, that the vacation of said right-of-way, as hereinafter described, will not deprive other property owners of their right to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, Alabama, as follows:

1. That it is in the interest of the public that the right-of-way located in Tuscaloosa County, Alabama, as depicted on and described in Exhibit "A" hereto, be vacated.
2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as depicted on, and described in

Exhibit "A" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" shall vest in Martha Jean Braughton and Adrian Edward Braughton.

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owners in order that the same may be attached to and recorded with the Owner's Petition for Vacation of said above-described right-of-way.

RESOLVED AND DONE this 12th day of December, 2012.

TUSCALOOSA COUNTY COMMISSION

By:

W. Hardy McCollum
W. Hardy McCollum, Judge of Probate

ATTEST:

M. L. Vines
Melvin Vines, County Administrator

APPROVED THIS THE 12th DAY OF December, 2012.

EXHIBIT "A"

FOSTERS LOOP ROAD RIGHT-OF-WAY VACATION

A strip of land, being of variable width, on each side of and parallel to the centerline of roadways once known as Old US Highway 11/43 and the Fosters Loop Road. Said strip being located in the Northwest quarter of the Northwest quarter of Section 26, the South one-half of Section 23 lying South of the Black Warrior River and the North one-half of Northeast quarter of Section 26, all in Township 22 South, Range 11 West of the Huntsville Meridian.

It is the intent of this document to vacate all claims on each side of and parallel to the centerline of the roadways once known as Old US Highway 11/43 and the Fosters Loop Road through the above-described Sections and as shown on the attached Exhibit "B".

Teresa Costanzo
Executive Director

tuscaloosa's
one place
A FAMILY RESOURCE CENTER

870 Redmont Drive Post Office Box 40764 Tuscaloosa, AL 35404
Phone 205-462-1000 Fax 205-462-1001 www.tuscaloosaoneplace.org

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Mike Russell

Tammy Yager

Al May

Ex-Officio Members:

Judy Young

Sarah Saint

September 14, 2012

TO: Bill Lamb
CC: Judge Hardy McCollum
Probate Court of Tuscaloosa County
FROM: Emerald Autrey
Tuscaloosa's One Place
SUBJECT: Road Assessment
CLIENT: Candy Harris
16764 Reed Creek Rd
Ralph AL, 35480

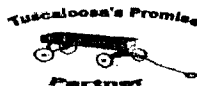
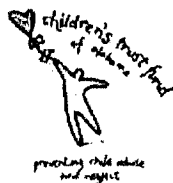
File #: 423-13-8183
9/7/2012

To Whom It May Concern:

Tuscaloosa's One Place (TOP) received a request from Debra Whitehead at DaVita Dialysis to assess the road condition leading to the home of Mrs. Candy Harris. Mrs. Harris has been a dialysis patient for 15 years, and receives life-sustaining treatments three times a week. Ms. Whitehead reports she was instructed by the County Commission to contact TOP and request an evaluation of the drive leading to her home from Reed Creek Drive. TOP worked with Mrs. Harris in December 2002 and in September 2004 to address similar concerns with her road, and her request was granted. According to Ms. Whitehead, the present condition of Mrs. Harris' road has worsened, making it almost impassable, thereby requiring immediate repair in order for Mrs. Harris to receive the medical care she needs.

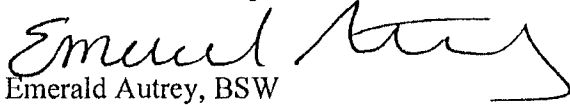
A physical inspection of the road condition was made on September 7, 2012. Family Support Specialist visited the home and found Mrs. Harris' mobile home sits at the bottom of a steep, downhill road. Mrs. Harris instructed the Family Support Specialist (FSS) not to attempt driving down to the home, but instead to simply park at the top of the hill on the main road. She shared her daughter's car had already been damaged trying to go down the drive. Deep ruts in the drive were noted, and the FSS was only able to access the home on foot because it was a dry day.

Tuscaloosa Family Resource Center, Inc., d/b/a Tuscaloosa One Place is a tax exempt organization under the Internal Revenue Code Section 501(c)(3). The organization was granted this status in March 1999 through a determination letter dated the same issued by the Internal Revenue Service. All donations to the Organization are tax deductible gifts as provided by IRS Code Section 170. Bequests, legacies, devises, transfers or gifts to the organization are deductible for Federal Estate and Gift tax purposes if they meet the provisions of IRS Code Sections 2055, 2108 and 2522. The organization's Federal Identification Number is 63-1212904.



From the bottom of the hill, the deterioration of the drive is very visible, especially on the left side. This made it difficult to navigate on foot, let alone by a vehicle. It was immediately apparent on a wet or rainy day the road would be totally impassable. If Mrs. Harris needed emergency assistance, emergency vehicles would have limited to no access to the home. Mrs. Harris stated in order to get to the dialysis clinic three times a week, she walks up the hill on foot to meet family members who provide transportation to DaVita. Mrs. Harris's suffers from kidney failure, and reports she is overweight, which makes walking this distance on a steep hill a hazard to her.

Mrs. Harris identified she, her 26-year-old daughter, and her three grandchildren (ages 11, 5, and 2) currently live in the home. She has been separated from her husband for over 8 years, and he no longer supports the family financially. Client reports the Department of Human Resources is assisting her daughter in locating employment, and provides the children with Medicaid benefits. Mrs. Harris shared she is unable to work due to her health and receives \$106.00 in Food Stamps, and \$698.00 in Disability benefits. She stated her monthly expenses include her mortgage (\$208.00), utilities (\$300.00 + on average), and the cost of transportation and other necessities. Mrs. Harris reports her daughter uses the car for job seeking, so she depends on other family members to transport her to and from her appointments on Mondays, Wednesdays, and Fridays. Based on information from previous services provided, reports from Mrs. Harris and Ms. Whitehead, and my personal observations, I recommend the driveway leading down to Mrs. Harris' home be repaired as soon as possible. Due to Mrs. Harris' serious medical needs, immediate access to transportation is critical and road conditions must be repaired and maintained in order for this access to be possible and safe. Mrs. Harris does have indigent status and cannot afford repairs. Please feel free to contact me with any questions or concerns.



Emerald Autrey, BSW
Family Support Specialist

