

TUSCALOOSA COUNTY COMMISSION

MEETING

October 16, 2013

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 Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution approving and accepting the following preliminary plat submission:

Beck Subdivision

Exhibit 10-1, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to grant a waiver of subdivision regulations to Johnny Beck, Beck Subdivision, concerning the requirement of the parcel being a minimum of three acres and the requirement of a gate.

Exhibit 10-2, Page

County Engineer Bobby Hagler reported that Martin Marietta Aggregates, (awarded the Crushed Stone bid on 8-14-13), has been unable to comply with the bid specifications. Chairman Hardy McCollum instructed the County Attorney to assist Engineering with rejection of the bid award, review of the bid bond submitted and notification of award to the next lowest bidder.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to renew the current dump truck rental bid with Pearce Trucking for an additional year. (County Engineer Bobby Hagler stated this bid award was inclusive of a three-year option, this being the last year of the renewal).

Exhibit 10-3, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize the Engineering Department to reduce the speed limit from 45 MPH to 35 MPH from the intersection of Watermelon Road heading westward for 0.3 miles. (This covers the intersection of Martin and Union Chapel Roads).

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for September 2013.

Exhibit 10-4, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize Chairman Hardy McCollum to execute an agreement between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission regarding responsibility for the regulation and enforcement of the development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission.

Exhibit 10-5, Page

Commissioner Stan Acker presented for discussion the Oakley/McMillian Project with Carroll's Creek Water. McGiffert and Associates is the project engineer and the total estimated cost for the project is \$94,900.00. This involves a cost-sharing agreement between Carroll's Creek Water, the affected residents and is inclusive of a 50% match by the County. After discussion, Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to table the motion and request the County Attorney research related Attorney General

Opinions and to present to the Commission a written description of all related matters of law and ethics.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve transfer of \$10,000.00 to PARA for the purpose of purchasing property for the Abernant Park.

Exhibit 10-6, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to participate in the Citizens Water Deer Chase and Lake Retreat Projects. The County's participation for the Deer Chase Project totals \$259,757.00 and for the Lake Retreat Project, \$102,186.00. Commissioner Tingle further stipulated that County funding for the Deer Chase Water Project may only be used for that purpose and that County funding for the Lake Retreat Water Project may only be used for that purpose, with no co-mingling of the funds.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to declare the following vehicle as surplus and donate it to the Tannehill State Park Police Department. (Commissioner Miller further requested that in the future, should a better-quality vehicle be declared surplus, that will not be used within County forces, to have the option of replacing such vehicle with this one).

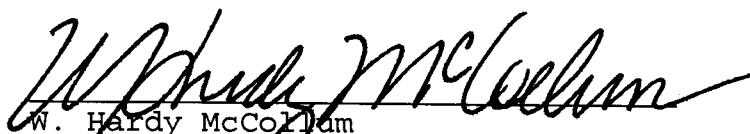
#U501 2001 Ford Crown Vic VIN#2FAFP71W41X155984 131,381 miles


Exhibit 10-7, Page

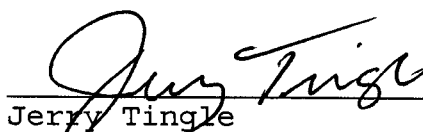
Commissioner Bobby Miller's motion to contract with the Salvation Army to provide services to assist the homeless by allocating a total of \$500,000.00 failed for lack of a second. Chairman McCollum directed Farrington Snipes, Director, Planning and Community Development, to research monies, grants and/or FEMA funding that may be available. After discussion, Commissioner Miller asked to place the motion on hold pending Mr. Snipes reporting back to the Commission if such funding is available that can be used in this regard.

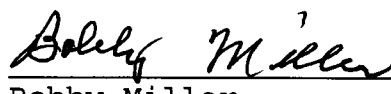
Commissioner Reginald Murray presented for discussion the Hillview Road Waterline Expansion with Buhl, Elrod, Holman and Coker Water Authorities. After lengthy discussion, Commissioner Murray requested the County Attorney research related legal opinions and present his findings to the Commission.

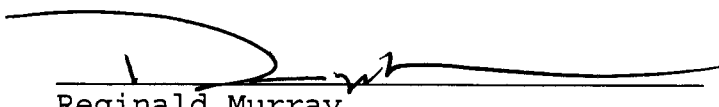
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, November 6, 2013.

  
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

STATE OF ALABAMA       §

TUSCALOOSA COUNTY     §

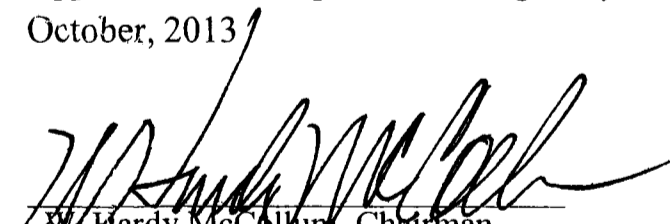
**RESOLUTION ACCEPTING PRELIMINARY PLAT  
BECK SUBDIVISION**

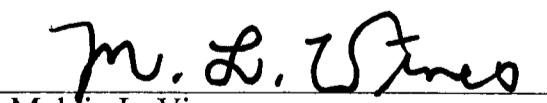
**WHEREAS**, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

**WHEREAS**, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

**NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION** that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 16<sup>th</sup> day of October, 2013

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

  
\_\_\_\_\_  
Melvin L. Vines  
County Administrator



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT  
2810 35th Street  
Tuscaloosa, Alabama 35401  
(205) 345-6600  
FAX (205) 345-6600



Bobby C. Hagler  
County Engineer

Allan D. Springer, Sr.  
Assistant County Engineer

September 30, 2013

To: Adjacent Property Owner:

Dear Sir or Madam:

**RE: Beck Subdivision**

This letter is to inform you about a development in your area consisting of 2 lots on approximately 3.0 acres at the following location:

The intersection of Wire Road and Starr Drive

The preliminary plat for this subdivision will be presented to the Tuscaloosa County Commission for approval on **October 16, 2013, at 9:00 A.M.**, at the Tuscaloosa County Courthouse located at:

**714 Greensboro Avenue  
Tuscaloosa, Alabama, 35401**

The preliminary application is available for your inspection Monday through Friday between the hours of 7:00 AM until 4:00 PM at the Tuscaloosa County Public Works Department located at:

2810 35<sup>th</sup> Street  
Tuscaloosa, Alabama 35401

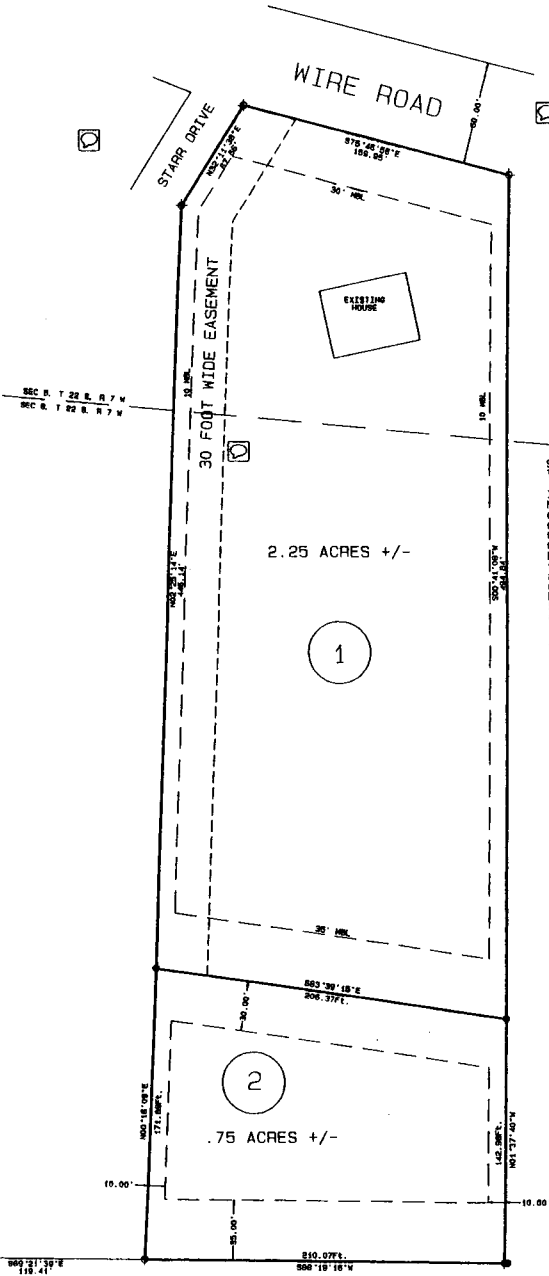
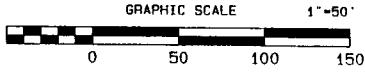
Please forward any comments to the Tuscaloosa County Public Works Department at least forty-eight hours in advance. In the event the Commission meeting is canceled, the subdivision plat will be presented to the commission at the next scheduled meeting.

If you have any further questions, please contact Katherine Cross at 205-345-6600 or [kcross@tuscco.com](mailto:kcross@tuscco.com).

Sincerely,

Bobby C. Hagler  
Tuscaloosa County Engineer

BCH/kpc



POC  
BY CORNER  
E 1/4 - NE 1/4  
SEC. 8, T 22 S, R 7 W

STATE OF ALABAMA  
TUSCALOOSA COUNTY

I, Robert S. McPherson, a Land Surveyor in the State of Alabama, hereby certify that we have surveyed the property shown hereon the end designated as BECK SUBDIVISION, being located in Southeast Quarter of the Southeast Quarter of Section 5, and the Northeast Quarter of the Northeast Quarter of Section 8, Township 22 South, Range 7 West, in Tuscaloosa County, Alabama, that said plat is a true and correct mapping of said survey, being completed in accordance with the Standards of Practice for the Practice of Land Surveying in the State of Alabama to the best of my knowledge and that the undersigned, JOHNNY BECK A SINGLEMAN, owner of the property shown, hereby accept and adopt said survey and plat.

WITNESS OUR HANDS THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

ROBERT S. MCPHERSON  
PROFESSIONAL LAND SURVEYOR  
ALABAMA LICENCE NO 19259

JOHNNY BECK  
OWNER

STATE OF ALABAMA  
TUSCALOOSA COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that JOHNNY BECK, whose name is signed to the foregoing certificate as owner of the property shown hereon, are known to me and acknowledge before me on this day that being informed of the contents of said certificate, they as such owner, executed the same voluntarily.

GIVEN UNDER MY HAND ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

NOTARY PUBLIC \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

"THIS SUBDIVISION MEETS THE APPROVAL OF THE TUSCALOOSA COUNTY HEALTH DEPARTMENT, SUBJECT TO CERTAIN CONDITIONS OF APPROVAL AND/OR LOT DELETIONS ON FILE WITH SAID HEALTH DEPARTMENT, WHICH CONDITIONS ARE MADE A PART OF THIS APPROVAL AS IF SET OUT HEREON."

THIS PLAT APPROVED BY THE TUSCALOOSA COUNTY HEALTH DEPARTMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

COUNTY ENVIRONMENTAL SUPERVISOR \_\_\_\_\_

THIS PLAT APPROVED BY THE ENGINEERING DEPARTMENT OF TUSCALOOSA COUNTY ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

COUNTY ENGINEER \_\_\_\_\_

NOTE:  
THE PRIVATE ACCESS EASEMENT AS SHOWN ON THIS MAP OR PLAT DOES NOT CONSTITUTE A DEDICATION OF SAME AS A PUBLIC RIGHT-OF-WAY AND WILL NOT BE IMPROVED OR MAINTAINED BY TUSCALOOSA COUNTY, UNTIL SUCH TIME THAT THE DEPICTED EASEMENT HAS BEEN IMPROVED TO THE CURRENT SUBDIVISION STANDARDS EFFECTIVE ON THE DATE.

SOURCE OF TITLE Deed Book: 2004 ON PAGE 22365

ROBERT S. MCPHERSON P.L.S.  
4210 VASSIE DRIVE  
TUSCALOOSA, ALABAMA 35404  
PHONE: (205) 553-8843  
FAX: (205) 553-5896

LEGEND

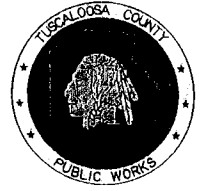
◆	CAPPED IRON FOUND
●	CONCRETE MONUMENT
○	CAPPED IRON SET
○	POWDER POLE LOCATED
—	POWER LINE
—	CENTERLINE
—	ADJACENT LINE
—	YARD FENCE LINE

FINAL PLAT BECK SUBDIVISION
SCALE: 1" = 50'
DATE: 8-26-2013
TITLE: SUB D
SURVEYED: 8-17-2013
DRAWN BY:
LOCATION: SEC. 8, T 22 S, R 7 W



Bobby C. Hagler  
County Engineer

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT  
2810 35th Street  
Tuscaloosa, Alabama 35401  
(205) 345-6600  
FAX (205) 345-6600



Allan D. Springer, Sr.  
Assistant County Engineer

Subdivision Wavier Request  
Tuscaloosa County Commission  
October 2, 2013

Commission District: 2

Owner: Johnny Beck

Engineer / Surveyor: Marty Montgomery

Wavier Requested: Mr. Beck would like to be excluded from the Subdivision Regulations

Comments:

**Mr. Beck is wishing to divide a three acre parcel into two parcels, one being 2.25 acres and the second being 0.75 acres. The easement would be the access for the 0.75 acre parcel. Mr. Beck would like a waiver for the requirement stating the parcel must be minimum of three acres and a waiver for the requirement of a gate.**

**The 2013 Subdivision Regulations state the following:**

SECTION 3-3 Easements

Private Access Easements: Private access easements will be allowed for access to a county maintained road in conjunction with the following provisions:

- i. Lots or parcels must be three acres or greater in size  
**The lot being served by the private easement is only 0.75 acres.**
- ii. No more than three lots or parcels will be allowed using a common access easement as the source of ingress-egress, regardless if said easement existed prior to the new subdivision being created. Such easement shall not exceed twelve hundred feet in length.  
**The private easement would serve one (1) tax parcel.**
- iii. Easements to any parcels platted shall be no less than thirty feet in width. If multiple easements are required, said easements must be a minimum thirty feet apart in distance between the adjoining margins in said easements.  
**There is only one easement**
- iv. A gate must be placed at the entrance to the easement signifying that the road is not a public road. Also, a sign must be placed at the entrance depicting its "private" status prior to the plat being signed.  
**There is no gate located at the entrance to the easement.**



JOHNNY BECK  
16977 WIRE ROAD  
VANCE, AL 35490

ROBERT S. McPHERSON  
16944 WIRE ROAD  
VANCE, AL 35490

KENNETH SMITH  
11432 STARR DR  
VANCE, AL 35490

ARCHIE KIZZIAH  
16985 WIRE ROAD  
VANCE, AL 35490

LANETTE LISHMAN  
11464 STARR DR.  
VANCE, AL 35490

## PEARCE TRUCKING, INC.

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P.O. Box 70093  
Tuscaloosa, Alabama 35407

10/8/13

Tuscaloosa County Commission  
Attn: Alan Springer  
P.O. Box 20113  
Tuscaloosa, AL 35402-0113

Dear County Commission:

Pearce Trucking, Inc. wishes to renew its dump truck rental bid with the County Commission for an additional year.

Sincerely,



Rick Pearce, President

RECEIVED

OCT 08 2013

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

MONTH OF: **SEPTEMBER, 2013**

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	18267-18444	\$6,429,671.78
SPECIAL SALES TAX	39-40	\$4,000,000.00
112 ROAD & BRIDGE	5351-5473	\$1,039,828.79
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	2205-2222	\$179,289.47
160 COMMUNITY DEVELOP	1582-1584	\$80,303.10
710 PAYROLL-CHECKS	93384-93435	\$1,295,711.78
	56368-56487	\$110,661.76
	17740-18644	\$1,057,493.06
720 PAYROLL-DIR DEP		
720 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	7973-7992	\$22,750.26
780 E911	4879-4883	\$21,578.52
781 GAS TAX BONDING		
783 GENERAL LIABILITY	2	\$62,000.00
783 WORKMEN'S COMP	122	\$27,163.80
783 HEALTH INSURANCE		
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		

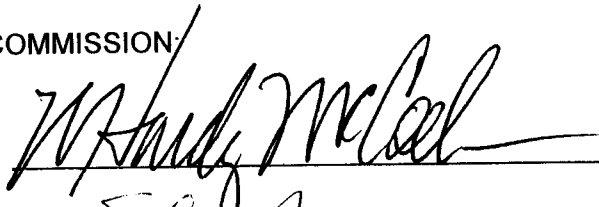
\$14,326,452.32

CHECKED BY: 

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

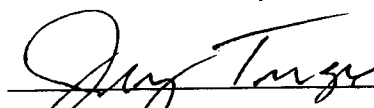
CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, STAN ACKER



COMMISSIONER, JERRY TINGLE



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



ADOPTED 09/03/13  
APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW  
Requested: Projects Committee  
Presentation on: 09/03/2013  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
RESOLUTION ADOPTED BY THE CITY COUNCIL ON FEBRUARY 26, 2013  
ENTITLED "RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE  
CITY OF TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION"  
(A13-0111)

WHEREAS, the City of Tuscaloosa desires to amend a resolution previously adopted by the City Council of Tuscaloosa on February 26, 2013 authorizing an agreement between the City of Tuscaloosa, the Tuscaloosa City Planning and Zoning Commission and Tuscaloosa County regarding responsibility for regulation and enforcement of the development of subdivisions in the territorial jurisdiction to amend Exhibit "A" being a map of the City's territorial planning jurisdiction adopted herein by reference, to the amended Exhibit "A" dated August 16, 2013, and to be set out in full to read as follows:

"RESOLUTION

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION  
(A13-0111)

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297; and,

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the Tuscaloosa City Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The

agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission; and,

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa as it existed immediately prior to the effective date of this Act or September 30, 2012, as generally shown on Exhibit "A" a map of the City's territorial planning jurisdiction; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be and he is hereby authorized to execute an agreement between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission regarding the responsibility for the regulation and enforcement of the development of subdivisions in the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission; and the City Clerk is authorized to attest the same."

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA** that Exhibit "A" a map of the City's territorial planning jurisdiction dated August 16, 2013 is hereby adopted by reference as if fully set out herein.

FUNDING REQUIRED:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Finance Director

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

**AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,  
TUSCALOOSA COUNTY AND THE TUSCALOOSA CITY PLANNING  
AND ZONING COMMISSION REGARDING THE RESPONSIBILITY FOR  
THE REGULATION AND ENFORCEMENT OF THE DEVELOPMENT  
OF SUBDIVISIONS WITHIN THE TERRITORIAL JURISDICTION  
OF THE TUSCALOOSA CITY PLANNING AND ZONING COMMISSION  
(A13-0111)**

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297.

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the City of Tuscaloosa Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission.

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa Planning Commission as defined by Exhibit "A" a map of the City's territorial planning jurisdiction adopted herein by reference.

**W-I-T-N-E-S-S-E-T-H**

THIS AGREEMENT is made and entered into by and between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission on this the 16th day of October, 2013, as follows:

**SECTION 1. TERRITORIAL PLANNING JURISDICTIONS**

Pursuant to Section 11-52-30(c)(1) as amended by Alabama Act 2012-297, the parties agree that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of the development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission as defined by Exhibit "A", a map of the City's Territorial Planning Jurisdiction.

Regulation and enforcement of subdivision development outside of the corporate limits of the City, but within the territorial Planning Jurisdiction of the City, shall be pursuant to the Tuscaloosa City Planning and Zoning Commission regulations as previously adopted and as amended. Provided however, that the more stringent City or County subdivision regulation shall apply within the territorial Planning Jurisdiction in areas outside of the corporate limits of the City.

## **SECTION 2. JURISDICTION OVER PLANNED URBAN DEVELOPMENTS**

The Tuscaloosa City Planning and Zoning Commission shall continue jurisdiction over Planned Urban Developments (PUDs) and subdivisions previously approved by the Tuscaloosa City Planning and Zoning Commission prior to the adoption of this agreement and the effective date of Act 2012-297.

## **SECTION 3. EFFECTIVE DATE**

The effective date of this agreement shall be March 1, 2013.

## **SECTION 4. MISCELLANEOUS CLAUSES**

**CAPACITY:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

**Final Integration:** This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.



**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Non Discrimination:** Each party agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Use of Words and Phrases.** The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

**Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**IN WITNESS WHEREOF**, the parties hereto each herewith subscribe the same on the date first above written.

**CITY OF TUSALOOSA, A MUNICIPAL CORPORATION**

By: Walter Maddox  
Walter Maddox, Mayor

Attest:  
Tracy B. Brown  
City Clerk

**TUSCALOOSA COUNTY**

By: Andy McEachern

Attest:  
M. L. Wines

**TUSCALOOSA CITY PLANNING AND ZONING COMMISSION,**

By: Steven Rumsey  
Steven Rumsey, Chairman

Attest:  
\_\_\_\_\_

ADOPTED 09/03/13  
APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW  
Requested: Projects Committee  
Presentation on: 09/03/2013  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
RESOLUTION ADOPTED BY THE CITY COUNCIL ON FEBRUARY 26, 2013  
ENTITLED "RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE  
CITY OF TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION"  
(A13-0111)

WHEREAS, the City of Tuscaloosa desires to amend a resolution previously adopted by the City Council of Tuscaloosa on February 26, 2013 authorizing an agreement between the City of Tuscaloosa, the Tuscaloosa City Planning and Zoning Commission and Tuscaloosa County regarding responsibility for regulation and enforcement of the development of subdivisions in the territorial jurisdiction to amend Exhibit "A" being a map of the City's territorial planning jurisdiction adopted herein by reference, to the amended Exhibit "A" dated August 16, 2013, and to be set out in full to read as follows:

"RESOLUTION

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION  
(A13-0111)

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297; and,

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the Tuscaloosa City Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The

agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission; and,

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa as it existed immediately prior to the effective date of this Act or September 30, 2012, as generally shown on Exhibit "A" a map of the City's territorial planning jurisdiction; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be and he is hereby authorized to execute an agreement between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission regarding the responsibility for the regulation and enforcement of the development of subdivisions in the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission; and the City Clerk is authorized to attest the same."

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA** that Exhibit "A" a map of the City's territorial planning jurisdiction dated August 16, 2013 is hereby adopted by reference as if fully set out herein.

FUNDING REQUIRED:  Yes  No

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\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Finance Director

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

**AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,  
TUSCALOOSA COUNTY AND THE TUSCALOOSA CITY PLANNING  
AND ZONING COMMISSION REGARDING THE RESPONSIBILITY FOR  
THE REGULATION AND ENFORCEMENT OF THE DEVELOPMENT  
OF SUBDIVISIONS WITHIN THE TERRITORIAL JURISDICTION  
OF THE TUSCALOOSA CITY PLANNING AND ZONING COMMISSION  
(A13-0111)**

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297.

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the City of Tuscaloosa Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission.

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa Planning Commission as defined by Exhibit "A" a map of the City's territorial planning jurisdiction adopted herein by reference.

**W-I-T-N-E-S-S-E-T-H**

THIS AGREEMENT is made and entered into by and between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission on this the 16th day of October, 2013, as follows:

**SECTION 1. TERRITORIAL PLANNING JURISDICTIONS**

Pursuant to Section 11-52-30(c)(1) as amended by Alabama Act 2012-297, the parties agree that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of the development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission as defined by Exhibit "A", a map of the City's Territorial Planning Jurisdiction.

Regulation and enforcement of subdivision development outside of the corporate limits of the City, but within the territorial Planning Jurisdiction of the City, shall be pursuant to the Tuscaloosa City Planning and Zoning Commission regulations as previously adopted and as amended. Provided however, that the more stringent City or County subdivision regulation shall apply within the territorial Planning Jurisdiction in areas outside of the corporate limits of the City.

## **SECTION 2. JURISDICTION OVER PLANNED URBAN DEVELOPMENTS**

The Tuscaloosa City Planning and Zoning Commission shall continue jurisdiction over Planned Urban Developments (PUDs) and subdivisions previously approved by the Tuscaloosa City Planning and Zoning Commission prior to the adoption of this agreement and the effective date of Act 2012-297.

## **SECTION 3. EFFECTIVE DATE**

The effective date of this agreement shall be March 1, 2013.

## **SECTION 4. MISCELLANEOUS CLAUSES**

**CAPACITY:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

**Final Integration:** This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Non Discrimination:** Each party agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Use of Words and Phrases.** The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

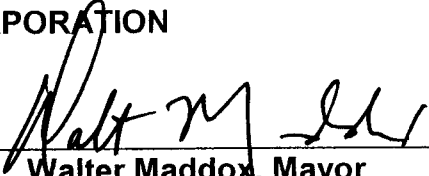
The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.



**Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

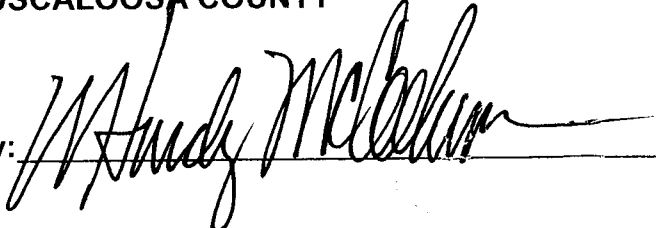
**IN WITNESS WHEREOF**, the parties hereto each herewith subscribe the same on the date first above written.

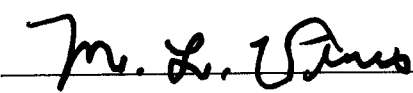
**CITY OF TUSALOOSA, A MUNICIPAL CORPORATION**

By:   
Walter Maddox, Mayor

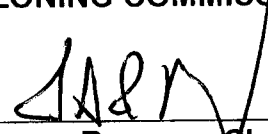
Attest:  
  
City Clerk

**TUSCALOOSA COUNTY**

By: 

Attest:  


**TUSCALOOSA CITY PLANNING AND ZONING COMMISSION,**

By:   
Steven Rumsey, Chairman

Attest:  
\_\_\_\_\_

ADOPTED 09/03/13  
APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW  
Requested: Projects Committee  
Presentation on: 09/03/2013  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
RESOLUTION ADOPTED BY THE CITY COUNCIL ON FEBRUARY 26, 2013  
ENTITLED "RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE  
CITY OF TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION"  
(A13-0111)

WHEREAS, the City of Tuscaloosa desires to amend a resolution previously adopted by the City Council of Tuscaloosa on February 26, 2013 authorizing an agreement between the City of Tuscaloosa, the Tuscaloosa City Planning and Zoning Commission and Tuscaloosa County regarding responsibility for regulation and enforcement of the development of subdivisions in the territorial jurisdiction to amend Exhibit "A" being a map of the City's territorial planning jurisdiction adopted herein by reference, to the amended Exhibit "A" dated August 16, 2013, and to be set out in full to read as follows:

"RESOLUTION

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION  
(A13-0111)

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297; and,

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the Tuscaloosa City Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The

agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission; and,

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa as it existed immediately prior to the effective date of this Act or September 30, 2012, as generally shown on Exhibit "A" a map of the City's territorial planning jurisdiction; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be and he is hereby authorized to execute an agreement between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission regarding the responsibility for the regulation and enforcement of the development of subdivisions in the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission; and the City Clerk is authorized to attest the same."

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA** that Exhibit "A" a map of the City's territorial planning jurisdiction dated August 16, 2013 is hereby adopted by reference as if fully set out herein.

FUNDING REQUIRED: Yes No

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\_\_\_\_\_

By: \_\_\_\_\_  
Finance Director

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

**AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,  
TUSCALOOSA COUNTY AND THE TUSCALOOSA CITY PLANNING  
AND ZONING COMMISSION REGARDING THE RESPONSIBILITY FOR  
THE REGULATION AND ENFORCEMENT OF THE DEVELOPMENT  
OF SUBDIVISIONS WITHIN THE TERRITORIAL JURISDICTION  
OF THE TUSCALOOSA CITY PLANNING AND ZONING COMMISSION  
(A13-0111)**

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297.

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the City of Tuscaloosa Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission.

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa Planning Commission as defined by Exhibit "A" a map of the City's territorial planning jurisdiction adopted herein by reference.

**W-I-T-N-E-S-S-E-T-H**

THIS AGREEMENT is made and entered into by and between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission on this the 16th day of October, 2013, as follows:

**SECTION 1. TERRITORIAL PLANNING JURISDICTIONS**

Pursuant to Section 11-52-30(c)(1) as amended by Alabama Act 2012-297, the parties agree that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of the development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission as defined by Exhibit "A", a map of the City's Territorial Planning Jurisdiction.

Regulation and enforcement of subdivision development outside of the corporate limits of the City, but within the territorial Planning Jurisdiction of the City, shall be pursuant to the Tuscaloosa City Planning and Zoning Commission regulations as previously adopted and as amended. Provided however, that the more stringent City or County subdivision regulation shall apply within the territorial Planning Jurisdiction in areas outside of the corporate limits of the City.

## **SECTION 2. JURISDICTION OVER PLANNED URBAN DEVELOPMENTS**

The Tuscaloosa City Planning and Zoning Commission shall continue jurisdiction over Planned Urban Developments (PUDs) and subdivisions previously approved by the Tuscaloosa City Planning and Zoning Commission prior to the adoption of this agreement and the effective date of Act 2012-297.

## **SECTION 3. EFFECTIVE DATE**

The effective date of this agreement shall be March 1, 2013.

## **SECTION 4. MISCELLANEOUS CLAUSES**

**CAPACITY:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
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- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

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**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

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**Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**IN WITNESS WHEREOF**, the parties hereto each herewith subscribe the same on the date first above written.

**CITY OF TUSALOOSA, A MUNICIPAL CORPORATION**

By: Walter Maddox  
Walter Maddox, Mayor

Attest:  
Tracy B. Coon  
City Clerk

**TUSCALOOSA COUNTY**

By: Whitney Mitchell

Attest:  
Mr. G. Vines

**TUSCALOOSA CITY PLANNING AND ZONING COMMISSION,**

By: Steven Rumsey  
Steven Rumsey, Chairman

Attest:  
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ADOPTED 09/03/13  
APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW  
Requested: Projects Committee  
Presentation on: 09/03/2013  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
RESOLUTION ADOPTED BY THE CITY COUNCIL ON FEBRUARY 26, 2013  
ENTITLED "RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE  
CITY OF TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION"  
(A13-0111)

WHEREAS, the City of Tuscaloosa desires to amend a resolution previously adopted by the City Council of Tuscaloosa on February 26, 2013 authorizing an agreement between the City of Tuscaloosa, the Tuscaloosa City Planning and Zoning Commission and Tuscaloosa County regarding responsibility for regulation and enforcement of the development of subdivisions in the territorial jurisdiction to amend Exhibit "A" being a map of the City's territorial planning jurisdiction adopted herein by reference, to the amended Exhibit "A" dated August 16, 2013, and to be set out in full to read as follows:

"RESOLUTION

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
TUSCALOOSA, THE TUSCALOOSA CITY PLANNING AND ZONING  
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY  
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF  
SUBDIVISIONS IN THE TERRITORIAL JURISDICTION  
(A13-0111)

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297; and,

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the Tuscaloosa City Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The

agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission; and,

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa as it existed immediately prior to the effective date of this Act or September 30, 2012, as generally shown on Exhibit "A" a map of the City's territorial planning jurisdiction; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be and he is hereby authorized to execute an agreement between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission regarding the responsibility for the regulation and enforcement of the development of subdivisions in the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission; and the City Clerk is authorized to attest the same."

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA** that Exhibit "A" a map of the City's territorial planning jurisdiction dated August 16, 2013 is hereby adopted by reference as if fully set out herein.

FUNDING REQUIRED:  Yes  No

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By: \_\_\_\_\_  
Finance Director

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

**AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,  
TUSCALOOSA COUNTY AND THE TUSCALOOSA CITY PLANNING  
AND ZONING COMMISSION REGARDING THE RESPONSIBILITY FOR  
THE REGULATION AND ENFORCEMENT OF THE DEVELOPMENT  
OF SUBDIVISIONS WITHIN THE TERRITORIAL JURISDICTION  
OF THE TUSCALOOSA CITY PLANNING AND ZONING COMMISSION  
(A13-0111)**

WHEREAS, Alabama Act 2012-297 restricted the City of Tuscaloosa planning jurisdiction to the corporate limits of the City due the County Commission having previously adopted Subdivision Regulations prior to the passage of Act 2012-297.

WHEREAS, Section 11-52-30(c)(1) of the Act provides that the County Commission and the City of Tuscaloosa Planning and Zoning Commission may enter into a written agreement providing that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission under the terms and conditions of the agreement. The agreement in order to be effect must be approved by a resolution adopted by the County Commission, the Tuscaloosa City Council and the Tuscaloosa City Planning and Zoning Commission.

WHEREAS the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission desire to enter into a written agreement for the Tuscaloosa City Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Tuscaloosa Planning Commission as defined by Exhibit "A" a map of the City's territorial planning jurisdiction adopted herein by reference.

**W-I-T-N-E-S-S-E-T-H**

THIS AGREEMENT is made and entered into by and between the City of Tuscaloosa, Tuscaloosa County and the Tuscaloosa City Planning and Zoning Commission on this the 16th day of October, 2013, as follows:

**SECTION 1. TERRITORIAL PLANNING JURISDICTIONS**

Pursuant to Section 11-52-30(c)(1) as amended by Alabama Act 2012-297, the parties agree that the Tuscaloosa City Planning and Zoning Commission shall be responsible for the regulation and enforcement of the development of subdivisions within the territorial jurisdiction of the Tuscaloosa City Planning and Zoning Commission as defined by Exhibit "A", a map of the City's Territorial Planning Jurisdiction.

Regulation and enforcement of subdivision development outside of the corporate limits of the City, but within the territorial Planning Jurisdiction of the City, shall be pursuant to the Tuscaloosa City Planning and Zoning Commission regulations as previously adopted and as amended. Provided however, that the more stringent City or County subdivision regulation shall apply within the territorial Planning Jurisdiction in areas outside of the corporate limits of the City.

## **SECTION 2. JURISDICTION OVER PLANNED URBAN DEVELOPMENTS**

The Tuscaloosa City Planning and Zoning Commission shall continue jurisdiction over Planned Urban Developments (PUDs) and subdivisions previously approved by the Tuscaloosa City Planning and Zoning Commission prior to the adoption of this agreement and the effective date of Act 2012-297.

## **SECTION 3. EFFECTIVE DATE**

The effective date of this agreement shall be March 1, 2013.

## **SECTION 4. MISCELLANEOUS CLAUSES**

**CAPACITY:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

**Final Integration:** This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Non Discrimination:** Each party agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Use of Words and Phrases.** The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

**Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**IN WITNESS WHEREOF**, the parties hereto each herewith subscribe the same on the date first above written.

**CITY OF TUSALOOSA, A MUNICIPAL CORPORATION**

By: Walter Maddox  
Walter Maddox, Mayor

Attest:

Tracy B. Bloom  
City Clerk

**TUSCALOOSA COUNTY**

By: Wendy McNeal

Attest:

M. L. Vines

**TUSCALOOSA CITY PLANNING AND ZONING COMMISSION,**

By: Steven Rumsey  
Steven Rumsey, Chairman

Attest:

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PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF  
PUBLIC USE PROJECTS BY DISTRICT

Commission District 2: For information to the County Commission and Transmittal to PAK?

Proposed Project Description: County Only PARA projects in District 2 were approved by Taxpayers  
County Commission in May totaling \$250,000.00. After review and discussion with  
PARA, these funds will be allocated as follows:

\$6,000.00 Repayment to Bobby Miller Discretionary Fund.

\$10,000.00 to PARA for purchase of two lots with house adjacent to Avernant Property donated to PAEA  
for construction of a community park.

Funding Amount Required: \$16,000.00

Commissioner Approval: [Signature] Date: 10/1/13

Legal Counsel Review: [Signature] Date: 10/5/13

Finance Director Review & Disbursement: [Signature] Date: 10/2/13  
were approved



U501 #4



STATE OF ALABAMA DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE 2005

TITLE NO. 27446975 VEHICLE IDENTIFICATION NUMBER 2FAFP71W41X155984 TRANS. CODE 01 DATE ISSUED 04/06/2001 YR. MODEL 2001 MAKE FORD MODEL CRN VIC BODY TYPE 4D ODOMETER 0000012 CYL 08 NEW XX USED DEMO PURCHASE DATE 03/13/2001 NO. LIENS 0 COLOR BEIGE

NAME(S) AND MAILING ADDRESS OF OWNER(S) TUSCALOOSA CO COMMISSION 714 GREENSBORO AVE TUSCALOOSA AL 35402 MAIL TO TUSCALOOSA CO COMMISSION 714 GREENSBORO AVE TUSCALOOSA AL 35401-1859 RESIDENT ADDRESS IF DIFFERENT

LEGEND(S) ODOMETER READING IS THE ACTUAL MILEAGE RELEASE OF LIEN The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

1ST LIENHOLDER'S NAME ADDRESS AND LIEN DATE

First Lienholder By Signature of Authorized Agent

2ND LIENHOLDER'S NAME ADDRESS AND LIEN DATE

Second Lienholder By Signature of Authorized Agent

This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by lien(s) show hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

Date CONTROL NUMBER 25373689

COMMISSIONER OF REVENUE

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

AMERICAN BANK NOTE COMPANY