

TUSCALOOSA COUNTY COMMISSION
MEETING

May 21, 2014

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

Chairman W. Hardy McCollum presented Tuscaloosa County Road and Bridge Foreman Ross Strickland a thirty year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Chairman W. Hardy McCollum was presented a resolution of the Legislature of the State of Alabama, both houses concurring, designating the extension of M-Class Boulevard across U.S. Highway 11 and the Northfork Southern Railroad as the W. Hardy McCollum Flyover, memorializing Judge McCollum's significant contributions to County Government in the State of Alabama.

Exhibit 5-1, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize payment of invoices to Almon Associates and Burk-Kleinpeter for the following bridge replacement projects:

- Almon Associates:
- Traweek Road over Binion Creek \$15,848.00

Malone Creek Road over Malone Mill Creek	\$7,419.00
Dobbs Road over Thornton Creek	\$3,928.50
Burk-Kleinpeter:	
Old Fayette Road over Binion Creek tributary	\$14,200.00

Exhibit 5-2, Pages

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding agreement with the Alabama Department of Transportation for the construction of a bridge replacement on Moccasin Branch Road over an unnamed tributary.

Exhibit 5-3, Pages

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the pit agreement on Little Sandy Road with 5, LLC; new owner of the currently used pit.

Exhibit 5-4, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Oakridge Manor Phase VI, Section 2 and a resurvey of Lots 32 and 72 of Oakridge Manor Phase V, Section 1 in District 2.

Exhibit 5-5, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to post a speed limit of 35 MPH on Joe Namath Road.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to post the following signage:

"No Parking" on Jug Factory Road near 13th Avenue East
 "No Trucks" on 58th Street East and 54th Street East

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to engage

Burk-Kleinpeter as the consulting engineer for the road projects submitted under the FEMA Disaster Declaration.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss private property debris removal.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to participate in the Private Property Debris Removal assistance provided by FEMA.

Commissioner Bobby Miller moved and the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for April 2014.

Exhibit 5-6, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reappoint Jim Harrison to the DCH Healthcare Authority Board. The term will expire June 30, 2020.

Exhibit 5-7, Pages

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to provide \$3,000.00 (\$1,500.00 from District 1 and \$1,500.00 from District 4) to the Coker Water Authority for facility improvements from the Community Development Fund.

Exhibit 5-8, Page

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to provide \$5,000.00 to the Tuscaloosa Symphony Orchestra.

At the request of Commissioner Jerry Tingle, the County Commission agreed to request 3 years of audit from Metro Animal Shelter, Inc.

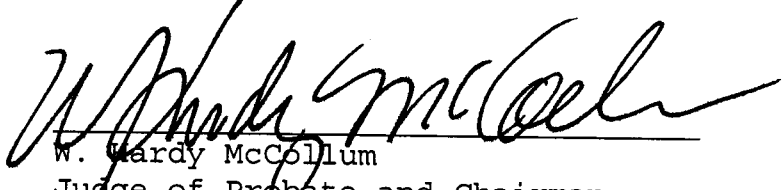
Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the condemnation of a structure at 3910 24th Street in Holt.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request of \$15,000.00 for the Hagler Volunteer Fire Department to purchase upgraded equipment. These funds will come from the District 3 Discretionary Fund.


Exhibit 5-9, Page

At the request of Commissioner Reginald Murray, the County Commission agreed to support and participate in the Summer Jobs Program for Youth formulated by the Ministerial Alliance.

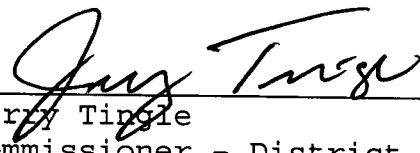
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, June 4, 2014.



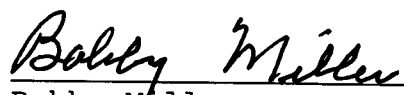
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



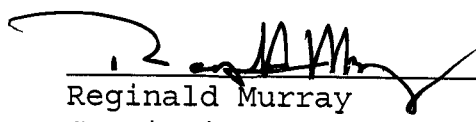
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

State of Alabama
House of Representatives



MONTGOMERY, ALABAMA

Resolution

HJR485

By Representatives John Merrill, Bill Poole, Alan Harper, Chris England, Artis "A.J." McCampbell, Richard Baughn and Daniel Boman

DESIGNATING THE W. HARDY McCOLLUM FLYOVER IN TUSCALOOSA COUNTY

WHEREAS, the honorable W. Hardy McCollum is serving his seventh term of office and has continuously served as the Tuscaloosa County Judge of Probate and as Chair of the Tuscaloosa County Commission since 1977, a dual role in the largest county of this state where the judge of probate also serves as the chair of the county commission; and

WHEREAS, Judge McCollum, who served as President of the Association of County Commissions of Alabama in 1995-96, was a leader in the establishment of a statewide program of health insurance for county employees and he continues to be active on the ACCA Board of Directors and legislative committee; and

WHEREAS, Judge McCollum has also been active in the National Association of Counties, the Probate Judges Association of Alabama, and the National Association of Probate Judges; and

WHEREAS, Judge McCollum received the Association of County Commissions of Alabama 2011 Award for Outstanding Contribution to County Government; and

WHEREAS, the award was in recognition of Judge McCollum's significant contributions of time, talent, and energy to county government in this state; now therefore

BE IT RESOLVED BY THE LEGISLATURE OF ALABAMA, BOTH HOUSES THEREOF CONCURRING, That the extension of M-Class Boulevard across United States Highway 11 and the Norfolk Southern Railroad to Tingle Tangle Road in Tuscaloosa County (ATRIP 63-05-36) be designated the W. Hardy McCollum Flyover and that the proper officials are requested to place and maintain markers designating W. Hardy McCollum Flyover as provided in this resolution.

BE IT FURTHER RESOLVED, That a copy of this resolution be provided to Judge McCollum as a memento of this honorary designation by the Alabama Legislature.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the GREAT SEAL of the State of Alabama to be affixed by the Secretary of State at the Capitol in the City of Montgomery on this the 8th day of April, 2014.



John Merrill

Robert Bentley
GOVERNOR

EX 5-1



PO Drawer 2729
 Tuscaloosa, AL 35403
 205-349-2100

Tuscaloosa County Department of Public Works
 2810 35th St.
 Tuscaloosa, AL 35401

Invoice number 00010
 Date 04/30/2014

Project **2012309 TUSCALOOSA COUNTY
 TRAWEEK ROAD BRIDGE OVER BINION
 CREEK REPLACEMENT**

For Professional Services from April 1, 2014 through April 30, 2014

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign Topographic Survey	4,200.00	4,200.00	4,200.00	0.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	285.00	285.00	0.00
Subtotal	7,050.00	4,485.00	4,485.00	0.00
Structural				
Bridge Structural Design	44,000.00	13,200.00	28,600.00	15,400.00
Transportation				
Roadway Geometry and Approach Plans	22,400.00	17,920.00	18,368.00	448.00
Categorical Exclusion Preparation Services (Removed by Amendment 1)	0.00	0.00	0.00	0.00
Utility Coordination Services	1,900.00	0.00	0.00	0.00
Subtotal	24,300.00	17,920.00	18,368.00	448.00
Geotechnical Engineering				
Original Contract - Single Span Bridge	18,400.00	0.00	0.00	0.00
Original Contract - additional for 3 span brige	3,700.00	0.00	0.00	0.00
Approach Borings (Added by Ammendment 1)	2,860.00	0.00	0.00	0.00
Additional Bridge Borings, if non-uniform soils exists	7,000.00	0.00	0.00	0.00
Subtotal	31,960.00	0.00	0.00	0.00
Total	107,310.00	35,605.00	51,453.00	15,848.00

RECEIVED

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

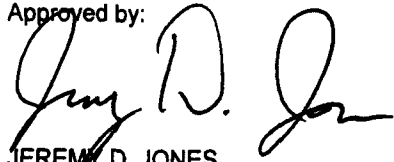
EX 5-2

Invoice total **15,848.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00010	04/30/2014	15,848.00	15,848.00				
	Total	15,848.00	15,848.00	0.00	0.00	0.00	0.00

Approved by:



JEREMY D. JONES

Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

EX 5-2



PO Drawer 2729
 Tuscaloosa, AL 35403
 205-349-2100

Tuscaloosa County Department of Public Works
 2810 35th St.
 Tuscaloosa, AL 35401

Invoice number 00010
 Date 04/30/2014

Project 2012131 TUSCALOOSA COUNTY
 MALONE CREEK ROAD BRIDGE OVER
 MALONE MILL CREEK

For Professional Services from April 1, 2014 through April 30, 2014

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign Topographic Survey	5,200.00	5,200.00	5,200.00	0.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	285.00	285.00	0.00
Additional Topographic Survey, if roadway realignment is required	1,850.00	0.00	0.00	0.00
Subtotal	9,900.00	5,485.00	5,485.00	0.00
Structural				
Bridge Structural Design	40,500.00	24,300.00	30,375.00	6,075.00
Transportation				
Roadway Geometry and Approach Plans	22,400.00	14,784.00	16,128.00	1,344.00
Categorical Exclusion Preparation Services	3,500.00	0.00	0.00	0.00
Utility Coordination Services	1,200.00	0.00	0.00	0.00
Geotechnical Engineering	21,300.00	0.00	0.00	0.00
Additional Geotech, if 3 span brige is required	3,700.00	0.00	0.00	0.00
Additional Borings, if non-uniform soils present	5,800.00	0.00	0.00	0.00
Subtotal	57,900.00	14,784.00	16,128.00	1,344.00
Total	108,300.00	44,569.00	51,988.00	7,419.00

RECEIVED

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

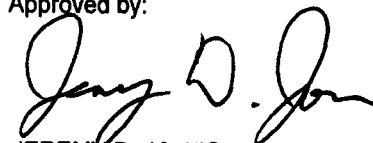
EX-5-2

Invoice total 7,419.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00010	04/30/2014	7,419.00	7,419.00				
	Total	7,419.00	7,419.00	0.00	0.00	0.00	0.00

Approved by:



JEREMY D. JONES

Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

EX 5-2



PO Drawer 2729
Tuscaloosa, AL 35403
205-349-2100

Tuscaloosa County Department of Public Works
2810 35th St.
Tuscaloosa, AL 35401

Invoice number 00013
Date 04/30/2014

Project 2012094 TUSCALOOSA COUNTY
BRIDGE REPLACEMENT PROJECTS
2012

For Professional Services from April 1, 2014 to April 30, 2014

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Moccasin Branch Road Bridge, TCP 63-01-12				
Survey	6,150.00	6,150.00	6,150.00	0.00
Engineering Design	23,150.00	23,150.00	23,150.00	0.00
Geotechnical Engineering	12,367.34	12,367.34	12,367.34	0.00
Utility Coordination	1,200.00	1,170.00	1,170.00	0.00
Subtotal	42,867.34	42,837.34	42,837.34	0.00
Dobbs Road Bridge, TCP 63-02-12				
Survey	7,150.00	7,150.00	7,150.00	0.00
Engineering Design	43,650.00	28,809.00	32,737.50	3,928.50
Geotechnical Engineering	26,167.34	12,103.35	12,103.35	0.00
Utility Coordination	1,200.00	1,170.00	1,170.00	0.00
Subtotal	78,167.34	49,232.35	53,160.85	3,928.50
Total	121,034.68	92,069.69	95,998.19	3,928.50

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APR 30 2014
TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

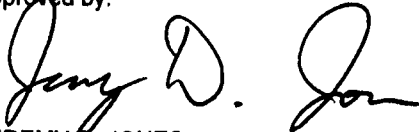
EX 5-2

Invoice total 3,928.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00013	04/30/2014	3,928.50	3,928.50				
	Total	3,928.50	3,928.50	0.00	0.00	0.00	0.00

Approved by:



JEREMY D. JONES

Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

EX 5-2

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

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

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

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

April 15, 2014

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

RE: Binion Creek Tributary Bridge Replacement
Client Number 252
Invoice #12
BKI Job No. Tu.12.018-01

For professional services rendered on the referenced project.

PAYMENT REQUEST NO. 12

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$19,500.00	100%	\$ 19,500.00	\$ 700.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
PROPERTY PLATS	\$2,500.00	80%	\$ 2,250.00	\$ -
GEOTECHNICAL SERVICES	\$ 17,999.00	65%	\$ 11,675.00	\$ -
SUPPLEMENTAL SERVICES	\$ 45,000.00	30%	\$ 13,500.00	\$ 13,500.00
	<u>\$90,499.00</u>		<u>\$52,425.00</u>	<u>\$14,200.00</u>

PREVIOUSLY INVOICED: \$ (38,225.00)
AMOUNT DUE: \$ 14,200.00

BKI INVOICE 54272
ks



EX 5-2



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



Robert Bentley
Governor

John R. Cooper
Transportation Director

May 8, 2014

Chair of County Commission
Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, Alabama 35402

RE: ACBRZ58496-ATRP (001)
TCP 63-01-12
ATRP 63-02-01
Tuscaloosa County

Dear Chair of County Commission:

Attached is the Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the listed project's financing costs for construction.

Please complete and return this agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

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

Sincerely,

Edward N. Austin, P.E.
Innovative Programs Engineer

ENA:mk

Attachment(s)

cc: Dee Rowe, P.E. (5th Division Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
Bobby Hagler, P.E. (Tuscaloosa County Engineer)
File

RECEIVED

MAY 12 2014

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

ex. 5-3

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
TUSCALOOSA COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Tuscaloosa County (FEIN 63-6001719), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the construction of a CT 10x6 RC bridge culvert replacement on CR-1323 (Moccasin Branch Road) over unnamed tributary.
BIN# 011262. Length – 0.007 miles
Project# ACBRZ58496-ATRP (001), TCP# 63-01-12, ATRIP# 63-02-01

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under STATE law will be considered as part of the project cost and will be paid as provided herein. The STATE will not be liable for utility expenses that are not eligible for STATE reimbursement or payment under STATE law.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.

- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division or Region) a copy of the permit prior to any work being performed by the contractor.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 231,248.00
County Funds	\$ <u>57,812.00</u>
Total (Including E & I and Utilities)	\$ 289,060.00

- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I and Utilities, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- (16) The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).

- (20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

CERTIFICATION

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines
Clerk (Signature)

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

Melvin L. Vines
Print Name of Clerk

W. Hardy McCollum
Print Name of Chairman

RECOMMENDED:

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

Innovative Programs Engineer
Edward N. Austin, P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
ROBERT BENTLEY

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

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

ADR CLAUSE

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

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

RESOLUTION NUMBER _____

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

The construction of a CT 10x6 RC bridge culvert replacement on CR-1323 (Moccasin Branch Road) over unnamed tributary.
BIN# 011262. Length - 0.007 miles
Project# ACBRZ58496-ATRP (001), TCP# 63-01-12, ATRIP# 63-02-01

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

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

Passed, adopted, and approved this 21st day of May, 20 14.

ATTESTED:

M. L. Utner
County Clerk

Wanda McColl
Chairman, Tuscaloosa County Commission

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

21st day of May, 20 14, and that such resolution is of record in the Minute Book of the County.

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

21st day of May, 20 14.

M. L. Utner
County Clerk

SEAL

TUSCALOOSA COUNTY
 STATE OF ALABAMA
 MATERIAL OPTION

GRAVEL () CHERT ()
 TOPSOIL () SAND ()
 SANDSTONE () EARTH ()
 SAND () ROCK ()

STATE OF ALABAMA)
 COUNTY OF TUSCALOOSA)

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

See attached Map & deed

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$1.25 per cubic yard by loose volume in the same manner as payment to the County's hauling contractor (s) or agent (s) and that payment shall be made to the undersigned by the County or its contractor (s), within thirty (30) days after the expiration of each calendar month in which this material was removed, and it is hereby agreed that no payment shall be made to the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor (s) will remove without charge any or all such stripping or material to any spot on my land designated by the undersigned, within three hundred (300) feet off the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the land incurred in the removal and disposal of these materials.

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

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

CHECK ONE BOX ONLY

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

OR

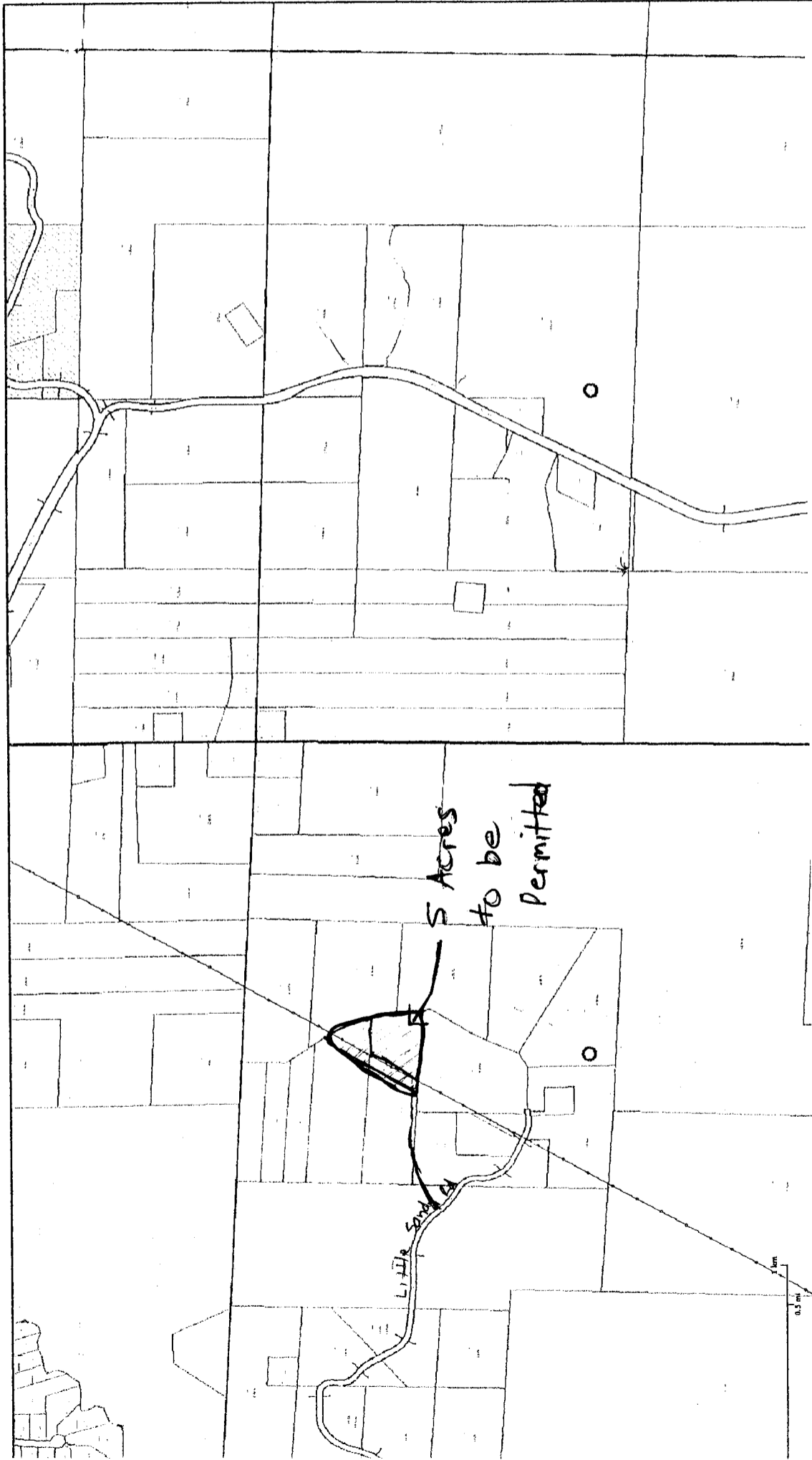
() This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner (s) or authorized representative (s) agree (s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for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

In witness whereof, the undersigned have hereunto set their hand and seal this 15th day of May, 20 14.

WITNESSES :

[Signature]

S, LLC
[Signature]
 Signature
 ADDRESS : P.O. Box 1219
Tuscaloosa, AL. 35403
 SSN # _____



Tuscaloosa County Alabama

Real Property Intelligence TM.

Powered by EMapsPlus.com

Printed Mon Sep 17 2012

S-4

This instrument was prepared by:
Kenneth D. Davis
Attorney At Law
700 Towncenter Blvd., Suite 4
Tuscaloosa, AL 35406

2013 2481
Recorded in the Above
DEED Book & Page
02-08-2013 02:01:15 PM
Source Of Title: DEED 2006 / 3541
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

SOURCE OF TITLE:
Deed Book 2006, Page 3541

STATE OF ALABAMA
TUSCALOOSA COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of other good and valuable consideration and the sum of Ten and No/100 (\$10.00) Dollars to the undersigned GRANTOR, in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, **Harley B. Martin, an unmarried man**, herein referred to as GRANTOR, does by these presents grant, bargain, sell and convey unto **5, LLC, an Alabama limited liability company**, (herein referred to as GRANTEE), the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

PARCEL 1:

A parcel of land situated in SE 1/4 of the NW 1/4 and the NE 1/4 of NW 1/4 of Section 25, Township 22 South, Range 10 West Tuscaloosa County, Alabama, more particularly described as follows:

Commence at an iron pipe at the NW corner of the NE 1/4 of said Section 25, thence run in a Westerly direction along the North line of said Section 25 for a distance of 588.63 feet to a point, thence with an interior angle of 86 degrees 54 minutes to the right run in a Southerly direction for a distance of 1251.49 feet to the point of beginning, thence with an interior angle of 92 degrees 56 minutes to the right run in an Easterly direction for a distance of 530.91 feet to a point, thence with an interior angle of 92 degrees 56 minutes to the left run in a Southerly direction for a distance of 784.44 feet to a point on the North right of way line of an unpaved county road (40 foot right of way), thence with an interior angle of 48 degrees 17 minutes to the left run in a Northwesterly direction along the North right of way line of said unpaved county road for a chord distance of 710.40 feet to a point, thence with an interior angle of 131 degrees 43 minutes to the left run in a Northerly direction for a distance of 338.77 feet to the point of beginning, and also the following more particularly described property:

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, more particularly described as follows:

Commence at Iron pipe at the SW corner of the NE 1/4 of said Section 25, thence run in a Westerly direction along the South line of the NW1/4 of Section 25, for a distance of 588.54 feet to a point, thence with an interior angle of 92 degrees 56 minutes to the left run in a Northerly direction for a distance of 425.33 feet to the point of beginning, thence with an interior angle of 87 degrees 04 minutes to the left run in an Easterly direction for a distance of 328.69 feet to a point, thence with an interior angle of 87 degrees 04 minutes to the right run in a Northerly direction for a distance of 136.99 feet to a point on the South right of way line of an unpaved county road (40 foot right of way), thence with an interior angle of 143 degrees 36 minutes to the right run in a Northwesterly direction along the South right of way line of said unpaved county road for a chord distance of 553.11 feet to a point, thence with an interior angle of 36 degrees 24 minutes to the right run in a Southerly direction 565.36 feet to the point of beginning.

LESS AND EXCEPT:

A part of the NW1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama being more particularly described as follows:

Start at the SW corner of the SE 1/4 of the NE 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama; thence run in a westerly direction and along the south line of the NW 1/4 of Section 25 for a distance of 1905.51 feet to an iron pipe found; thence with an angle left of 92 degrees 56 minutes 00 seconds, run in a northerly direction for a distance of 425.62 feet to an iron pipe found; thence with an angle left of 179 degrees

59 minutes 02 seconds, continue in a northerly direction for a distance of 617.53 feet to an iron pipe found on the northern boundary of the 40 foot right-of-way of a paved county road; thence with an angle left of 180 degrees 02 minutes 09 seconds, continue in a northerly direction for a distance of 338.80 feet to an iron pipe found; thence with an angle left of 87 degrees 02 minutes 18 seconds, run in an easterly direction for a distance of 222.03 feet to a point; thence with an angle left of 92 degrees 58 minutes 18 seconds, run in a southerly direction for a distance of 278.22 feet to an iron pipe set, also the POINT OF BEGINNING; thence with an angle right of 90 degrees 00 minutes 00 seconds, run in an easterly direction for a distance of 308.46 feet to an iron pipe set; thence with an angle left of 90 degrees 00 minutes 00 seconds, run in a southerly direction for a distance of 81.32 feet to an iron pipe set on the western boundary of a 60 foot Alabama Power Company Right-of-Way; thence with an angle left of 150 degrees 47 minutes 18 seconds, run in a southwesterly direction and along said western boundary of a 60 foot Alabama Power Company Right-of-Way for a distance of 463.81 feet to an iron pipe set on the western boundary of a 60 foot Alabama Power Company Right-of-Way and on the Northern boundary of a curving 40 foot right-of-way of a paved road; thence with an angle left of 91 degrees 40 minutes 58 seconds, run in a northwesterly direction and along the northern boundary of the curving 40 foot right-of-way, said curve having a centerline radius of 319.80 feet and a Delta of 57 degrees 53 minutes 47 seconds, for a chord distance of 10.85 feet to an iron pipe set, said point being the point of tangency for said curve concave northeast; thence with an angle left of 177 degrees 57 minutes 16 seconds, continue along said 40 foot right-of-way for a distance of 83.34 feet to an iron pipe set; thence with an angle left of 119 degrees 34 minutes 28 seconds, run in a northerly direction for a distance of 400.00 feet to the POINT OF BEGINNING, forming an interior angle of closure of 90 degrees 00 minutes 00 seconds.

PARCEL 2

A parcel of land situated in the NW 1/4 of NE 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, more particularly described as follows:

Commence at an iron pipe at the NE corner of the NW 1/4 of the NE 1/4 of said Section 25, thence run in a Southerly direction along the East line of the NW 1/4 of the NE 1/4 of said Section 25 for a distance of 450.25 feet to the point of beginning, thence continue in a Southerly direction along the East boundary of the NW 1/4 of the NE 1/4 of said Section 25, for a distance of 614.38 feet to a point, thence with an interior angle of 86 degrees 18 minutes to the left run in a Westerly direction for a distance of 637.22 feet to a point, thence with an interior angle of 97 degrees 09 minutes to the left run in a Northerly direction for a distance of 35.25 feet to a point, thence with an interior angle of 189 degrees 15 minutes to the left, run in a Northerly direction for a distance of 260.00 feet to a point, thence with an interior angle of 195 degrees 30 minutes to the left, run in a Northwesterly direction for a distance of 210.00 feet to a point, thence with an interior angle of 186 degrees 15 minutes to the left run in a Northwesterly direction for a distance of 191.29 feet to a point, thence with an interior angle of 51 degrees 51 minutes to the left run in an Easterly direction for a distance of 904.61 feet to the point of beginning.

PARCEL 3:

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of said Section 25, Township 22 South, Range 10 West Tuscaloosa County, Alabama, more particularly described as follows:

Commence at an iron pipe at the NW corner of the NE 1/4 of said Section 25, thence run in a Westerly direction along the North line of said Section 25 for a distance of 588.63 feet to a point, thence with an interior angle of 86 degrees 54 minutes to the right run in a Southerly direction for 887.54 feet to the point of beginning, thence with an interior angle of 93 degrees 25 minutes to the right run in an Easterly direction for a distance of 1226.12 feet to a point, thence with an interior angle of 106 degrees 24 minutes to the left run in a Southerly direction for a distance of 147.48 feet to a point, thence with an interior angle of 170 degrees 45 minutes to the left run in a Southerly direction for a distance of 212.73 feet to a point, thence with an interior angle of 83 degrees 20 minutes to the left run in a Westerly direction for a distance of 1272.61 feet to a point, thence with an interior angle of 92 degrees 56 minutes to the left run in a Northerly direction for a distance of 363.95 feet to the point of beginning.

PARCEL 4:

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, more particularly described as follows:

Commence at an iron pipe at the NW corner of the NE 1/4 of said Section 25, thence run in a Westerly direction along the North line of Section 25 for a distance of 588.63 feet to a point, thence with an interior angle of 86 degrees 54 minutes to the right run in a Southerly

direction for a distance of 493.40 feet to the point of beginning, thence with an interior angle of 93 degrees 25 minutes to the right run in an easterly direction for a distance of 1022.62 feet to a point, thence with an interior angle of 128 degrees 09 minutes to the left run in a Southeasterly direction for a distance of 136.34 feet to a point, thence with an interior angle of 173 degrees, 45 minutes to the left run in a Southerly direction for a distance of 210.00 feet to a point, thence with an interior angle of 164 degrees 30 minutes to the left run in a Southerly direction for a distance of 112.52 feet to a point, thence with an interior angle of 73 minutes 36 seconds to the left run in a Westerly direction for a distance of 1226.12 feet to a point, thence with an interior angle of 93 degrees 25 minutes to the left run in a Northerly direction for a distance of 394.14 feet to the point of beginning.

PARCEL 5:

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of NE 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows:

Commence at the accepted Northwest corner of the NE 1/4 of said Section 25, said point being the point of beginning of the property herein described, thence run in an Easterly direction and along the North line of said Section 25 for a distance of 293.93 feet to a point; thence with an interior angle of 93 degrees 15 minutes 08 seconds to the left, run in a Southerly direction for a distance of 170.00 feet to a point; thence with an interior angle of 86 degrees 52 minutes 28 seconds to the left, run in a westerly direction for a distance of 881.16 feet to a point; thence with an interior angle of 93 degrees 15 minutes 48 seconds to the left, run in a Northerly direction for a distance of 170.00 feet to a point on the North line of said Section 25; thence with an interior angle of 86 degrees 48 minutes 07 seconds to the left, run in an easterly direction and along the North boundary of Section 25 for a distance of 588.65 feet to the Point of Beginning.

PARCEL 6

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of NE 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows:

Commence at the accepted Northwest corner of the NE 1/4 of said Section 25; thence run in an Easterly direction and along the North line of said Section 25 for a distance of 293.93 feet to a point; thence with an interior angle of 93 degrees 15 minutes 08 seconds to the left, run in a Southerly direction for a distance of 170.00 feet to a point being the point of beginning; thence with an interior angle of 180 degrees 00 minutes 00 seconds to the left, continue in a Southerly direction for a distance of 133.00 feet to a point; thence with an interior angle of 214 degrees 45 minutes 15 seconds to the left, run in a Southeasterly direction for a distance of 47.03 feet to a point; thence with an interior angle of 52 degrees 07 minutes 13 seconds to the left run in a Westerly direction for a distance of 907.60 feet to a point; thence with an interior angle of 93 degrees 15 minutes 48 seconds to the left, run in a Northerly direction for a distance of 170.02 feet to a point; thence with an interior angle of 86 degrees 44 minutes 12 seconds to the left, run in an easterly direction for a distance of 881.16 feet to the point of beginning.

PARCEL 7:

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 25, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows:

Commence at the accepted Northwest corner of the NE 1/4 of said Section 25; thence run in an Easterly direction and along the North line of said Section 25 for a distance of 292.93 feet to a point; thence with an interior angle of 93 degrees 15 minutes 08 seconds to the left, run in a Southerly direction for a distance of 170.00 feet to a point; thence with an interior angle of 180 degrees 00 minutes 00 seconds to the left, continue in a Southerly direction for a distance of 133.00 feet to a point; thence with an interior angle of 214 degrees 45 minutes 15 seconds to the left, run in a Southeasterly direction for a distance of 47.03 feet to the point of beginning of the property herein described; thence with an interior angle of 180 degrees 00 minutes 00 seconds to the left, run in a Westerly direction for a distance of 1021.44 feet to a point; thence with an interior angle of 93 degrees 31 minutes 37 seconds to the left, run in a Northerly direction for a distance of 153.07 feet to a point; thence with an interior angle of 86 degrees 44 minutes 12 seconds to the left, run in a Easterly direction for a distance of 907.60 feet to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion or the reversions, remainder or

remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity of the said GRANTOR, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said GRANTEE, its successors or assigns forever. And said GRANTOR does for himself and his heirs and assigns, covenant with the said GRANTEE, its successors and assigns, that he is lawfully seized in fee simple of said premises; that the property is free from all encumbrances, that he has good right to sell and convey the same as aforesaid; that it is entitled to the immediate possession thereof; that he will and his successors and assigns, shall warrant and defend the same to the said GRANTEE, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned hereunto sets his hand and seal as of this 8 day of February, 2013.

Harley B. Martin
Harley B. Martin
2013 2484
Recorded in the Above
DEED, Book & Page
02-08-2013 02:01:15 PM
Source Of Title: DEED 2006 / 3541
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

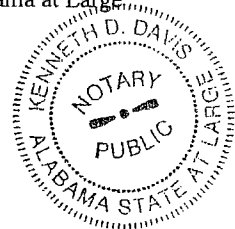
STATE OF ALABAMA
TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that **Harley B. Martin**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8 day of February, 2013.

My commission expires:
3/31/15

K.D. Davis
Notary Public in and for the
State of Alabama at Large



Book/Pg: 2013/2484
Term/Station: SCAN1 / K1Jmer
Tran: 11058.696083.880136
Recorded: 02-08-2013 14:02:06
LFE Deed Tax: 205.00
PJF Probate Judge Fee: 2.00
REC Recording Fee: 11.00
SOT Source of Title: 1.00
Total Fees: \$ 219.00

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

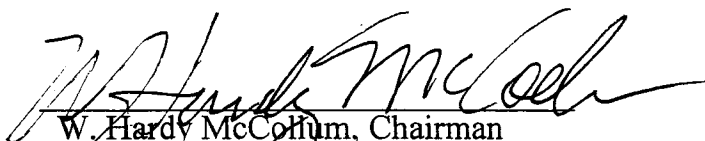
**Oakridge Manor Phase VI Section 2 and a
Resurvey of Lots 32 and 72 of Oakridge Manor Phase V Section 1**

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 21st day of May, 2014



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 5-5

MONTH OF: **APRIL , 2014**

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	20170-20565	\$4,062,906.09
112 ROAD & BRIDGE	6144-6339	\$1,586,150.50
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	2360-2392	\$342,545.32
160 COMMUNITY DEVELOP	1596	\$284,975.00
710 PAYROLL-CHECKS	93761-93810	\$1,530,000.36
	57570-57675	\$102,549.30
	12737-13648	\$1,049,797.06
720 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	8246-8278	\$41,389.94
780 E911	4979-5001	\$880,510.54
781 GAS TAX BONDING	8	\$500.00
783 GENERAL LIABILITY		
783 WORKMEN'S COMP	129	\$16,114.12
783 HEALTH INSURANCE		
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		

\$9,897,438.23

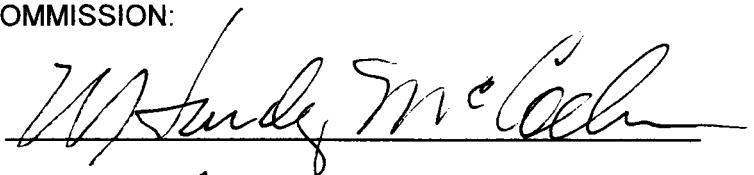
CHECKED BY:



WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

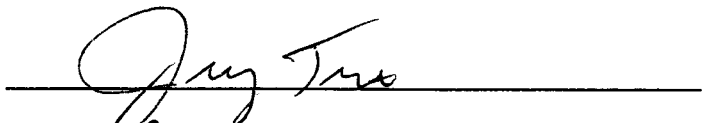
CHAIRMAN, W. HARDY MCCOLLUM



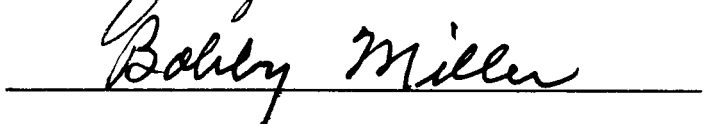
COMMISSIONER, STAN ACKER



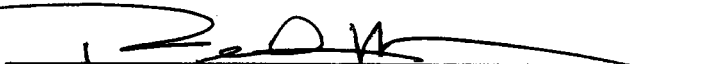
COMMISSIONER, JERRY TINGLE



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



HS-5



JOSEPH A. COLQUITT
Chairman of the Board

P.O. Box 870382
Tuscaloosa, AL 35487-0382

May 14, 2014

Honorable W. Hardy McCollum
Probate Judge
Tuscaloosa County Courthouse
Tuscaloosa, Alabama 35401

Mr. Bobby Miller, Commissioner
Mr. Stan Acker, Commissioner
Mr. Jerry Tingle, Commissioner
Mr. Reginald Murray, Commissioner
Tuscaloosa County Courthouse
P. O. Box 113
Tuscaloosa, Alabama 35402

Gentlemen:

The term of Mr. Jim Harrison III on the DCH Healthcare Authority Board of Directors expires on June 30 2014. The Healthcare Authorities Act, Title 22-21-352 Code of Alabama, provides that the Board of a Healthcare Authority shall, not more than 90 nor less than 10 days prior to the expiration of a term of office, by resolution, propose a list of not less than 3 nominees for the seat on the Board and that the appointment shall be made by the appropriate authority from such nominees. This provision was incorporated in the Certificate of Incorporation of DCH Healthcare Authority and is therefore applicable.

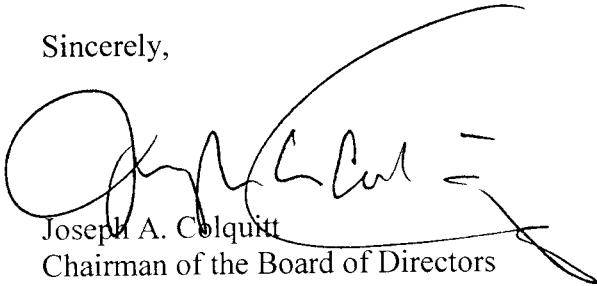
I am enclosing a copy of a resolution of the Board adopted on May 13, 2014 proposing the following nominees:

1. Jim Harrison III
2. Lee Henderson
3. Wilson Moore

Mr. Harrison has been an outstanding member of the DCH Healthcare Authority Board and we are deeply grateful for the County appointing him. We hope the County will seriously consider his reappointment. This is not to detract in any way from the other nominees, all of whom we feel would be in position to make many worthwhile contributions.

If desired by the Commission, we will be glad to furnish any additional information needed.

Sincerely,



Joseph A. Colquitt
Chairman of the Board of Directors
DCH Healthcare Authority

JAC/jb
Enclosure

cc: Mr. Bill Lamb
Tuscaloosa County Courthouse
P. O. Box 113
Tuscaloosa, Alabama 35402

Mr. Melvin Vines
Tuscaloosa County Courthouse
P. O. Box 113
Tuscaloosa, Alabama 35402

Mr. Bryan N. Kindred, President/CEO
DCH Regional Medical Center
809 University Boulevard, East
Tuscaloosa, Alabama 35401

BE IT RESOLVED by the Board of Directors of THE DCH HEALTHCARE AUTHORITY (herein called "Authority") that the following three persons (each of whom is qualified in accordance with law and the Authority's Certificate of Incorporation, as amended, to serve as a member of the Board of Directors of the Authority) are hereby nominated for the Board of Directors of the Authority for the completion of the term beginning, upon appointment and ending June 30, 2020:

Jim Harrison, III
Lee Henderson
Wilson Moore

TO: Governing Body of the County of Tuscaloosa, Alabama:

The undersigned, President and CEO of the DCH Healthcare Authority, hereby certifies that the forgoing is a true, correct and complete copy of a resolution adopted by the Board of Directors of said Healthcare Authority on May 13, 2014, and that such resolution has not been amended, altered, repealed, or rescinded and is still in full force and effect.

WITNESS my signature as said President and CEO, under the seal of said Healthcare Authority, this 14th day of May 2014.



Bryan N. Kindred, President/CEO

(SEAL)

EX 5-7

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

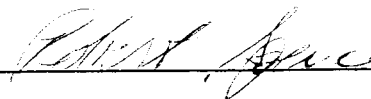
Commission District: District One and District Four

Proposed Project Description: Assist Coker Water Authority with paving project at the main offices and treatment plant. Plant is located in District Four but serves customers in both District One and Four. The Water Authority has solicited external bids for the cost of paving the turnaround area and end of the drive leading to the offices. Low Bid is approximately \$7,500. The Commission will assist with cost sharing totaling \$3,000. This will be \$1,500 in District Development funds from District One and District Four.

Funding Amount Required: \$3,000 Total : \$1,500 each from District One and Four

District One Commissioner Approval:  Date: 5-21-14

District Four Commissioner Approval:  Date: 5/21/14

Legal Counsel Review:  Date 5/14/14

Finance Director Review & Disbursement:  Date: 5/14-14

EX 5-8

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

Commission District: 3

Proposed Project Description: HAGLER VFD

EQUIPMENT

Funding Amount Required: \$15,000

Commissioner Approval: Bobby Miller Date: 5-21-14

Legal Counsel Review: Robert Spencer Date: 5/21/14

Finance Director Review & Disbursement: WM Lamb Date: 5-16-14