

TUSCALOOSA COUNTY COMMISSION
MEETING
March 6, 2008

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment in the amount of \$509,876.31 to Tomlin Construction LLC for work completed on the Eastern (LakeView) Elementary School Access Road Project.

Exhibit 3-1, Page 373

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution agreeing to enter into an "AGREEMENT FOR THE INSTALLATION AND/OR MAINTENANCE OF TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING" between the Alabama Department of Transportation and Tuscaloosa County to upgrade the traffic control signal at Alabama Hwy 69's intersection with Southview Lane.

Exhibit 3-2, Pages 374-378

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the execution of an easement with Alabama Power Company to provide power service to the new Public Works Building.

Exhibit 3-3, Pages 379-380

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to reject the bids received on February 20, 2008, for a Portable Air Compressor and to seek bids again for said item. The bids received did not meet minimum specifications.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to declare scrap metal as surplus property and to seek bids for the sale of same.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a revised FLOOD DAMAGE PREVENTION ORDINANCE.

Exhibit 3-4, Pages 381-400

After being informed by County Attorney Robert Spence that there was no opposition expressed at a public hearing held on March 5, 2008, on three petitions for right-of-way vacation, Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt the following resolutions:

Resolution Authorizing the Vacation of a Right of Way on 55th Way in Tuscaloosa County, Alabama

Exhibit 3-5, Pages 401-403

Resolution Authorizing the Vacation of a Right-of-Way on Sanders Ferry Road in Tuscaloosa County, Alabama

Exhibit 3-6, Pages 404-406

Resolution Authorizing the Vacation of a Right-of-Way on 55th Way in Tuscaloosa County, Alabama

Exhibit 3-7, Pages 407-410

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize County Attorney Robert Spence to settle a suit brought against Tuscaloosa County by Carol Davis for \$8,185 in damages. Ms. Davis claims that county crews caused damage to her property when improving the road she lives on in Bel Aire Estates.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Attorney Robert Spence and the Engineering Department to

pursue a resolution to a drainage problem on Ozier Road in Laurel Wood Subdivision. The commission authorized the execution of a Right of Entry form with property owners, if necessary, to resolve the matter.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for SAN Storage to Crabtree Computer Services.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution opposing the Smith Lake Improvement and Stakeholders Association's proposal to change regulations regarding water levels of Smith Lake.

Exhibit 3-8, Page 411

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to make improvements to Southview Lane to facilitate the development of a shopping plaza project proposed by Buchalter Company.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the low bid that meets specifications for nine or more Tripplite Smart 3000RM2U or equal Rack Mounted UPS Systems. Bidding firms were as follows:

TESSCO, Inc.
TUSCOM
Tuscaloosa Communications, Inc.
CDW Government, Inc.

Exhibit 3-9, Pages 412-416

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for one or more Communications Shelters to Modular Connections, LLC. The bids opened March 5, 2008, were from the following firms:

Modular Connections, LLC
AES Precast, Inc.

Exhibit 3-10, Pages 417-419

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the \$26,400.00 contract offered by the U.S. Corps of Engineers

whereby the Tuscaloosa County Sheriff's Office will provide law enforcement services for Corps of Engineers operated and maintained areas on Oliver and Holt Lakes in Tuscaloosa County during the summer months.

Exhibit 3-11, Pages 420-422

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to reappoint Felicia Gilliam to the Board of Directors of the Tuscaloosa County Mental Retardation Authority, Inc.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appropriate \$20,000.00 to The Friends of Historic Northport to assist with efforts to restore and relocate a 19th century-era bridge from a road in north Tuscaloosa County to Northport; provided that the City of Northport contributes \$20,000.00 to the project.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to stripe the center line of Charlie Shirley Road under the county's contract; provided that the City of Northport agrees to reimburse the county for the full amount. The road has been annexed into the City of Northport.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted three to one to install speed tables on Englewood Drive. Commissioner Gary Youngblood cast the NAY vote.

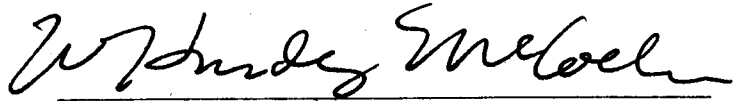
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted three to one to install two speed tables on Eddins Road. Commissioner Gary Youngblood cast the NAY vote.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Chairman to execute a non-exclusive franchise agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Alabama.

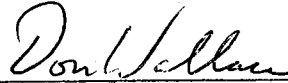
Exhibit 3-12, Pages 423-429

Probate Judge W. Hardy McColium read into the record a proclamation proclaiming the month of March, 2008, to be "SCHOOL BUS DRIVER RECOGNITION MONTH" in Tuscaloosa County.

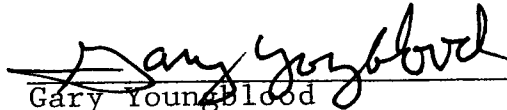
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 19, 2008.



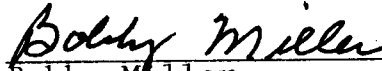
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

**APPLICATION AND
CERTIFICATION FOR
PAYMENT**

SCHEDULE OF VALUES

ESTIMATE NO. 1
DATE 2/21/2008

COVER SHEET

TO OWNER Tuscaloosa County 714 Greensboro Avenue Tuscaloosa, AL 35401	FROM CONTRACTOR Tomlin Construction LLC 641 Lum Fife Road Gordo, AL 35466
PROJECT Eastern Elementary Access Road	ARCHITECT/ENGINEER Mr. Craig Williams Burk-Kleinpeter, Inc. 600 Lurleen Wallace Blvd Suite 180 Tuscaloosa, AL 35401-1734

TOTAL ORIGINAL CONTRACT.....	\$	2,276,348.77
CHANGE ORDER(S) THROUGH	\$	-
TOTAL CONTRACT TO DATE.....	\$	2,276,348.77
1. Work completed to Date per attached Schedule of Values (23.58) %	\$	536,711.91
2. Stored Materials:	\$	-
3. Total Completed Work and Stored Materials.....	\$	536,711.91
4. Total Retainage Held (5%).....	\$	26,835.60
5. Less Materials & Property Payments by the Owner.....	\$	-
7. Total Due.....	\$	536,711.91
8. Less Total Previous Payments.....	\$	-
4. Retainage Held this Estimate (5%).....	\$	26,835.60
9. Balance Due This Estimate.....	\$	509,876.31

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the owner and that current payment shown herein has not yet been received.

By James J. Gordo Date 2/21/08
Managing member
(Title)

Sworn and subscribed before me this 22nd day of February 2008
L.S. Alabama
Notary Public

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, I hereby certify that to the best of my knowledge and belief, the Work has progressed to the point indicated herein, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

Burk-Kleinpeter, Inc.
Engineer
By [Signature] Date 2-26-08

REVIEW AND APPROVALS

Approved by _____ (Owner)	Signature _____	Date _____
Approved by _____ (Owner)	Signature _____	Date _____
Approved by _____ (Owner)	Signature _____	Date _____

EX 3-1

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, as follows:

1. That the County enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for which agreement is before this Council;
2. That the agreement be executed in the name of the County, by its County Commission, for and on its behalf;
3. That the signature of the County Commission Chairman be attested by the County Administrator and the seal of the County be affixed to the agreement.

BE IT FURTHER RESOLVED that upon the completion of the execution of the agreement by all parties that a copy of such agreement is kept on file by the County Administrator.

Passed, adopted, and approved this 6th day of March, 2008.

ATTESTED:

J. L. Spivey
County Administrator

Wanda McCall
Chairman, County Commission

I, the undersigned qualified and acting Administrator of the County of Tuscaloosa, 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 Council held on the 6th day of March, 2008, and that such resolution is on file in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 6th day of March, 2008.

J. L. Spivey
County Administrator

EX 3-2

Permit Number _____ Division FIFTH County TUSCALOOSA Project Number _____

STATE OF ALABAMA acting by and through the
 ALABAMA DEPARTMENT OF TRANSPORTATION
 AGREEMENT FOR THE INSTALLATION AND/OR MAINTENANCE OF
 TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING

This Agreement, in accordance with resolution number _____

dated _____, attached hereto and made a part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (hereinafter referred to as STATE), TUSCALOOSA COUNTY (hereinafter referred to as OWNER), and [(X)] applicable () not applicable] CAPITAL MARKET CENTER HWY 69 S, LLC (hereinafter referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of X marked in parenthesis, to wit:

() A. Installation of new:

() Traffic Control Signals

() Flashing Signal(s)

() Street Lighting

() Other: _____

(X) B. Upgrading of existing traffic control signal(s) and/or street lighting.

() C. Removal of existing traffic control signal(s) and/or street lighting.

(X) D. Operation and maintenance of installed or upgraded existing traffic control signal(s) and/or street lighting.

The accomplishment of the work above indicated by the alphabetic letter X marked in parenthesis and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): ALABAMA HIGHWAY 69 AT SOUTHWEST LANE

NOTE - If more space is needed, please use continuation sheets.

Now therefore, in consideration of the benefits occurring to each of the parties to this Agreement from the accomplishment of the work hereinbefore described, the parties hereto do hereby agree to the following provisions and terms for the accomplishment of the work hereinabove identified.

1. In the event the work to be accomplished is hereinabove identified by A and/or B, the () STATE (X) PERMITTEE will furnish and the () STATE () OWNER (X) PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER and/or PERMITTEE will be credited or debited for under-runs or overruns respectively, then "Exhibit O" is attached to and made a part of this agreement.

2. In the event the OWNER and/or PERMITTEE agrees to furnish and install the equipment and/or associated hardware at its own expense, the STATE will not participate in either the purchase, installation, maintenance, or provision of electrical energy for the equipment and/or associated hardware.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable following:

- A. Manual on Uniform Traffic Control Devices for Streets and Highways, current edition.
- B. The State of Alabama Special and Standard Highway Drawings, current year version.
- C. The National Electrical Code, current edition.
- D. Alabama Department of Transportation Standard Specifications of Highway Construction, current edition.
- E. Special Provision #3483, dated 15 September 1999, SECTION 750 - Furnishing & Installing Roadway Lighting System.

F. Code of Alabama, 1975 (as Amended) with specific reference to:

- 1) §23-1-113, Municipal Connecting Link Roads - Stipulations and conditions [specifically subparagraphs (6) and (7)].
 - 2) §32-5A-32, Traffic-control signal legend.
 - 3) §32-5A-33, Pedestrian-control signals.
 - 4) §32-5A-34, Flashing signals.
 - 5) §32-5A-35, Lane-direction-control signals.
4. The STATE shall determine the type, quality, and quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work hereinbefore provided for under this Agreement. In the event the OWNER and/or PERMITTEE furnishes and/or installs the equipment and/or associated hardware to be utilized in the accomplishment of the work hereinabove identified by A and/or B, the OWNER and/or PERMITTEE shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements as maintained by the STATE's Bureau of Materials and Tests.
 5. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
 6. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways; Alabama Department of Transportation Standard Specifications for Highway Construction; and Special Provision #3483, dated 15 September 1999, SECTION 750. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware and invoice the owner for all costs incurred. The OWNER agrees to pay to the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.
 7. Removal of the equipment and/or associated hardware, hereinabove identified by C, will be at the sole expense of the () STATE () OWNER () PERMITTEE.
 8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
 9. In the event the STATE furnished equipment and/or associated hardware is removed by the OWNER at any future time, all such equipment shall be removed and returned to the STATE.
 10. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER will obtain the approval of the STATE before such changes are implemented. All such changes shall be at the sole cost and expense of the OWNER.
 11. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "Exhibit M" is attached to and made a part of this Agreement.
 12. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 of Constitutional provision or 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.

For any and all disputes arising under the terms of this Agreement, 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's Office of Administrative Hearings or where appropriate, private mediators.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

a). 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.

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

14. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Agreement.

15. Type and number of signal heads (Example: 1 each 1 way, 3 section, 12 in. red, 12 in. yellow, 12 in. green).

4 each, 1 way, 3-section, 12 in. r/y/g ball; 4 each, 1 way, 5-section, r/y/g ball, y/g left arrow

TYPE OF SIGNAL <input checked="" type="checkbox"/> Traffic Control () Pedestrian Control <input type="checkbox"/> Flashing Beacon () Lane Control <input type="checkbox"/> School Flasher () R. R. Crossing <input type="checkbox"/> Flasher With Sign Message () Other	
Make: Model #:	
CONTROLLER	SYSTEM () YES (X) NO

16. Distance in feet to the nearest adjacent traffic control signal:

North	1275'	South	1980'	East	N/A	West	N/A
-------	-------	-------	-------	------	-----	------	-----

17. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.

18. The cycle length for actuated controller(s) shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controller(s) shall be dictated by the traffic volume count with adjustments when STATE approved.

19. In the event the warranting of the traffic signal(s) is based on projected traffic volumes developed and generated by a qualified Transportation Engineering consulting firm using computer programs, data and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers Trip Generation Handbook. If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices projected warranting criteria, the STATE reserves the right to demand the removal of the traffic signal and/or associated hardware from the STATE highway system.

20. In the event the work to be accomplished is hereinbefore identified by A, B, and/or C and (1) in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the alphabetic letter X marked in parenthesis in the controller box above), (2) is located within the limits of a SYSTEM, or (3) is within close proximity as to adjoin a SYSTEM. The () PERMITTEE () STATE () OWNER shall substantiate the work identified by A, B, and/or C to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycle, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by A, B, and/or C and any immediately adjoining intersection(s) not identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Agreement.

EX 3-2

In witness whereof, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.

(Seal of OWNER)

Scott Smith
Legal Name of PERMITTEE (if applicable)

By: [Signature]
Authorized Signature (PERMITTEE)

Attest: [Signature]

Legal Name of OWNER
By: [Signature]
Authorized Signature (OWNER)

Recommended for approval:

By: _____
Division Engineer

Approved as to form:

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

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____
day of _____, 20_____.

APPROVED:

By: _____
State Traffic Engineer

By: _____
Maintenance Engineer

EASEMENT - Underground

TO BE RECORDED: YES

Source of Title: Deed Book 885, Page 97

This instrument prepared by:

Phil Cork

Alabama Power Company

P.O. Box 1070

Tuscaloosa, AL 35403

W.E. No. 64100-00-06127

Tax ID No. 31-08-34-2-005-004.007

Transformer No. 44926

APCo Parcel No.

STATE OF ALABAMA }

COUNTY OF TUSCALOOSA }

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Tuscaloosa County Commission, as grantor(s), (the "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollar (\$1.00), and other good and valuable consideration to Grantor in hand paid by the Alabama Power Company (the "Company"), a corporation, the receipt whereof is hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, transducers, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities.

The easements rights and privileges granted hereby shall apply to, and the word "Property" as in this instrument shall mean the following described real property situated in Tuscaloosa County, Alabama ("the "Property"):

A parcel of land located in the SE 1/4 of the NW 1/4 of Section 34, Township 21 South, Range 10 West, and being more particularly described in Deed Book 885, Page 97, as recorded in the office of the Judge of Probate Tuscaloosa County, Alabama.

In the event it becomes necessary or desirable for said Company to move its lines of poles and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, the said Company is hereby granted the right to relocate its said lines of poles and appliances and, as to such relocated lines of poles and appliances, to exercise the rights granted above; provided, however, the said Company shall not relocate its said lines of poles and appliances on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on under and above said Facilities and Guy Wire Facilities as applicable.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by W. Hardy McGollum, Chairman, who is authorized to execute this conveyance, has here to set his/her signature and seal on this

the 6th day of March, 2008

Tuscaloosa County Commission

W. Hardy McGollum

By:

Chairman

STATE OF ALABAMA }

COUNTY OF TUSCALOOSA}

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that W. Hardy McCollum, whose name as Chairman of Tuscaloosa County Commission, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 6th day of March, 2008

[SEAL]

Notary Public: Christy R. Sherill

My commission expires: MY COMMISSION EXPIRES MAY 21, 2001

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: _____

FLOOD DAMAGE PREVENTION ORDINANCE
Non-Coastal/Riverine Communities
2008

ARTICLE I

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Tuscaloosa County Commission, of Tuscaloosa County, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

(1) The flood hazard areas of Tuscaloosa County, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion, and;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

EX 3-4

SECTION D OBJECTIVES

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and;
- (7) to insure that potential home buyers are notified that property is in a flood area.

ARTICLE 2

GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Tuscaloosa County, Alabama.

SECTION B BASIS FOR AREA OF SPECIAL FLOOD HAZARD

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated September 28, 2007** with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for Tuscaloosa County are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS.

SECTION C: ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any Development activities.

EX 3-4

SECTION D. COMPLIANCE
No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS
This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Tuscaloosa County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Tuscaloosa County Commission from taking such other lawful actions as is necessary to prevent or remedy any violation.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 3

ADMINISTRATION

SECTION A DESIGNATION OF ORDINANCE ADMINISTRATOR

The Tuscaloosa County Public Works Department is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B

PERMIT PROCEDURES

Application for a Development Permit shall be made to the Tuscaloosa County Engineer (floodplain administrator) on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(1) **Application Stage -**

- (a) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (b) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;
- (c) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and D(2);
- (e) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(2) **Construction Stage -**

For all new construction and substantial improvements, the permit holder shall provide to the **Administrator** an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or flood-proofing certificate** immediately after the lowest floor or flood proofing is completed. When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk. The Tuscaloosa County Engineer (Floodplain Administrator) shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

SECTION C

Duties of the Tuscaloosa County Engineer (Floodplain Administrator) shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and, that sites are reasonably safe from flooding.
- (2) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2 Section B, then the Tuscaloosa County Engineer (Floodplain Administrator) shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3 Section B(2).
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B (2) and D (2).
- (6) When flood proofing is utilized for a structure, the Tuscaloosa County Engineer (Floodplain Administrator) shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3(B)(1)(c) and Article 4(B)(2) or (D)(2).

- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.
- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the **Floodplain Administrator** shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the **Floodplain Administrator** and shall be open for public inspection.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A **GENERAL STANDARDS**

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) **Elevated Buildings** - All New construction or substantial improvements of existing structures that include **ANY fully enclosed area** located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
 - (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with estimated BFE), the following provisions are required:

SECTION B

SPECIFIC STANDARDS

- (1) Provide a **minimum of two openings** having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- (ii) The bottom of all openings shall be no higher than one foot above grade; and,
- (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
- (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and,
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and;
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.

- (1) New construction and substantial improvements - Where base flood elevation data are available, new construction or substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings."

- (2) Non-Residential Construction - New construction or the substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C (6).

- (3) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:
 - (a) All manufactured homes placed or substantially improved on: (i) individual lots or parcels, (ii) in new or substantially improved manufactured home parks or subdivisions, (iii) in expansions to existing manufactured home parks or subdivisions, or (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.

 - (b) Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or

 - (ii) Where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet).

 - (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer: Article 4, Section A)

 - (d) All recreational vehicles placed on sites must either:

(i) Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on it's wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or

(ii) The recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4 Section B (3)(a)(c), above.

Section C

Floodways

(1) **Floodway:** Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

(a) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;

(b) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;

(c) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(b) **ONLY** if Article 4 (C)(1)(b), or (c), above are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

SECTION D

**BUILDING STANDARDS FOR STREAMS WITHOUT
ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-
ZONES)**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) When base flood elevation data or floodway data have not been provided in accordance with Article 2(B), then the Tuscaloosa County Engineer (Floodplain Administrator) shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then the following provisions (2&3) shall apply:
- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Section B (1) through (3).
- (4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Also, in the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B, Paragraph (3)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet). Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A (4) "Elevated Buildings".

The Tuscaloosa County Engineer (Floodplain Administrator) shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B, may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least Two (2) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A (4), "Elevated Buildings".
The Tuscaloosa County Engineer (administrator) shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (2) New construction or the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level or two (2) feet (if no map elevation is listed), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Articles 3(B)(1)(c) and (3)(B)(2).
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

EX-3-4

SECTION F

STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than twenty (20) lots or two (2) acres, whichever is the lesser.

ARTICLE 5

VARIANCE PROCEDURES

- (A) The Flood Insurance Variance Board as established by the Tuscaloosa County Commission shall hear and decide requests for appeals or variance from the requirements of this ordinance.
- (B) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Tuscaloosa County Engineer in the enforcement or administration of this ordinance.
- (C) Any person aggrieved by the decision of the Flood Insurance Variance Board may appeal such decision to the Circuit Court, as provided in state law.
- (D) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.
- (E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (F) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (G) In reviewing such requests, the Flood Insurance Variance Board shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.

Conditions for Variances: (H)

(1) A variance shall be issued ONLY when there is:

- (i) a finding of good and sufficient cause,
- (ii) a determination that failure to grant the variance would result in exceptional hardship; and,

(iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(2) The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.

(4) The Tuscaloosa County Engineer (administrator) shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.

(1) Upon consideration of the factors listed above and the purposes of this ordinance, the Flood Insurance Variance Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

ARTICLE 6

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".

"Appeal" means a request for a review of the Tuscaloosa County Engineer's interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor subgrade (below ground level) on all sides.

"Building" means any structure built for support, shelter, or enclosure for any occupancy or storage.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and storage of equipment or materials.

"Elevated building" means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

"Existing Construction" Any structure for which the "start of construction" commenced before January 20, 1982.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before January 20, 1982

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

a. the overflow of inland or tidal waters; or

b. the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study"/"Flood Elevation" Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

"Floodplain" means any land area susceptible to being inundated by water from any source.

"Floodway" (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally dependent facility" means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

"Historic Structure" means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior, or
 2. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this code.

"Manufactured home" means a building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or other datum.

"National Geodetic Vertical Datum (NGVD)" as corrected in 1929 is a vertical control used as a reference for establishing elevations varying within the floodplain.

"New construction" means ANY structure (see definition) for which the "start of construction" commenced after January 20, 1982, and includes any subsequent improvements to the structure.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 20, 1982.

"Repetitive Loss" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

"Recreational vehicle" means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck;
and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy a violation" means to bring the structure or other development into compliance with State or local flood plain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Section 1316: No new flood insurance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

"Start of construction" means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

EX 3-4

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

ARTICLE 7: SEVERABILITY

"Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

"Variance" is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

"Substantially improved existing manufactured home parks or subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual amount of repair work performed.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Ordinance adopted on March 6, 2008

BY: W. Andy McCall

Don Wallace

Dany Good

Bobby Miller

Page

(Signature of Governing Board)

Certified by: J. L. Spivey

SEAL

Date: 3-19-08

EX34

EX 3-5

RESOLUTION AUTHORIZING THE VACATION OF A RIGHT-OF-WAY ON 5th WAY IN TUSCALOOSA COUNTY, ALABAMA

Sources of Title: Deed Book 1162 at Page 164
Deed Book 938 at Page 204
Plat Book 18 at Page 292

WHEREAS, the owner of the land abutting that certain right-of-way depicted on, and more particularly described in Exhibit "A," said Exhibit being attached hereto and incorporated herein by reference, Hunt Refining Company, a Delaware corporation, (hereinafter referred to as the "Owner"), alleges that it owns all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

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

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

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

1. That it is in the interest of the public that the right-of-way located in Tuscaloosa County, Alabama, as depicted on and described in Exhibit "A" hereto, be vacated.

2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as depicted on, and described in

Exhibit "A" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" shall vest in Hunt Refining Company, a Delaware corporation.

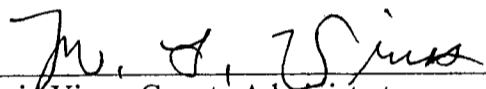
3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owner in order that the same may be attached to and recorded with the Owner's Petition for Vacation of said above-described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

RESOLVED AND DONE this 6th day of March, 2008.

TUSCALOOSA COUNTY COMMISSION

By: 
W. Hardy McCollum, Judge of Probate

ATTEST:


Melvin Vines, County Administrator

APPROVED THIS THE 6th DAY OF March, 2008.

EX 3-5

EXHIBIT "A"

RIGHT-OF-WAY VACATION No. 7
(PART OF 55th WAY)

A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 29, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being a part of 55th Way as recorded in Deed Book 952 Page 466 and Deed Book 716 Page 488 in the Probate Office of said Tuscaloosa County and being more particularly described as follows:

As a STARTING POINT, begin at the Northeast corner of the Northwest Quarter of said Section 29; thence run in a Southerly direction along the East boundary of the Northwest Quarter of said Section 29 for a distance of 1,898.12 feet to a point; thence with a deflection angle of 80 degrees 30 minutes to the right, run in a Southwesterly direction for a distance of 674.79 feet to a point on the East Right-of-Way of 55th Way and the POINT OF BEGINNING of the parcel herein described; thence continue in a Southwesterly direction along said course for a distance of 80.00 feet to a point on the existing West Right-of-Way of said 55th Way; thence with an interior angle of 90 degrees 00 minutes, run in a Northerly direction along said Right-of-Way for a distance of 132.65 feet to a point; thence with an interior angle of 76 degrees 58 minutes, run in an Easterly direction along said Right-of-Way for a distance of 10.06 feet to the point of curvature of a curve having a delta of 59 degrees 38 minutes and a radius of 179.00 feet; thence with an interior angle of 315 degrees 09 minutes to the chord, run in a Northwesterly direction along said curving Right-of-Way for a chord distance of 177.98 feet (arc distance of 186.28 feet) to the point of tangency of said curve; thence with an interior angle of 209 degrees 48 minutes from the chord, continue in a Northwesterly direction along said Right-of-Way for a distance of 271.11 feet to a point; thence with an interior angle of 90 degrees 00 minutes, run in a Northeast Right-of-Way of said 55th Way; thence with an interior angle of 90 degrees 00 minutes, run in a Southeasterly direction along said Right-of-Way for a distance of 271.11 feet to the point of curvature of a curve having a delta of 63 degrees 33 minutes and a radius of 239.00 feet; thence with an interior angle of 148 degrees 14 minutes to the chord, run in a Southeasterly direction along said curving Right-of-Way for a chord distance of 251.71 feet (arc distance of 265.09 feet) to the point of tangency of said curve; thence with an interior angle of 227 degrees 53 minutes from the chord, run in an Easterly direction along said Right-of-Way for a distance of 10.62 feet to a point; thence with an interior angle of 101 degrees 50 minutes, run in a Southeasterly direction along said Right-of-Way for a distance of 114.25 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 90 degrees 00 minutes. Said parcel containing 0.91 acres.

EX 3-5

Sources of Title: Deed Book 2001 at Page 7494
Deed Book 1038 at Page 102
Deed Book 1084 at Page 75
Deed Book 1044 at Page 403

Deed Book 1037 at Page 294
Plat Book 9 at Page 114
Plat Book 2001 at Page 125

**RESOLUTION AUTHORIZING THE VACATION OF A RIGHT-OF-WAY
ON SANDER'S FERRY ROAD
IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owner of the land abutting that certain right-of-way depicted on, and more particularly described in Exhibit "A," said Exhibit being attached hereto and incorporated herein by reference, Hunt Refining Company, a Delaware corporation, (hereinafter referred to as the "Owner"), alleges that it owns all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

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

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

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

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

EX 3-6

of said right-of-way located in Tuscaloosa County, Alabama, as depicted on, and described in Exhibit "A" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" shall vest in Hunt Refining Company, a Delaware corporation.

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby,

authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owner in order that the same may be attached to and recorded with the Owner's Petition for Vacation

of said above-described right-of-way.

RESOLVED AND DONE this 6th day of March, 2008.

TUSCALOOSA COUNTY COMMISSION

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

ATTEST:

M. E. Vines
Melvin Vines, County Administrator

APPROVED THIS THE 6th DAY OF March, 2008.

EXHIBIT "A"

RIGHT-OF-WAY VACATION No. 2 (PART OF SANDERS FERRY ROAD)

A 27.5 foot wide parcel of land, being 13.75 feet either side of a centerline, being designated as a part of Sanders Ferry Road and located in the Southeast Quarter of the Northeast Quarter of Section 30, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being more particularly described as follows:

As a STARTING POINT, begin at the Northwest corner of Lot 21, Fairlawn Subdivision No. 1, as recorded in Plat Book 9 at Page 114 in the Probate Office of said County; thence run in a Northwesterly direction along the North boundary of Lot 1, Black Warrior Office Park, as recorded in Plat Book 2001 at Page 125 in said Probate Office, and a projection thereof for a distance of 51.25 feet to a point on a curve, said curve having a centerline delta of 8 degrees 45 minutes and a radius of 1,194.72 feet, said point also being the POINT OF BEGINNING of the parcel's centerline herein described; thence with a deflection angle of 85 degrees 28 minutes to the left and to the chord, run in a Southwesterly direction along said curving centerline for a chord distance of 182.17 feet (arc distance of 182.35 feet) to the point of tangency of said curve; thence with a deflection angle of 4 degrees 22 minutes to the right, continue in a Southwesterly direction along said centerline for a distance of 103.01 feet to the END of the parcel's centerline herein described. Said parcel containing 0.18 acres.

RIGHT-OF-WAY VACATION No. 3 (SANDERS FERRY ROAD)

A parcel of land being designated as a part of Sanders Ferry Road and located in the Southeast Quarter of the Northeast Quarter of Section 30 and the Southwest Quarter of the Northwest Quarter of Section 29 all in Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being more particularly described as follows:

As a POINT OF BEGINNING, start at the Northwest corner of Lot 21, Fairlawn Subdivision No. 1, as recorded in Plat Book 9 at Page 114 in the Probate Office of said County, said point being on a curve having a delta of 16 degrees 35 minutes and a radius of 1,075.51 feet; thence run in a Northeasterly direction along the Northwest boundary of said Lot 21 and Lot 20, said Fairlawn No. 1, for a chord distance of 310.35 feet (arc distance of 311.44 feet) to the Northeast corner of said Lot 20; thence with an interior angle of 170 degrees 22 minutes, continue in a Northeasterly direction for a distance of 50.01 feet to the Northwest corner of Lot 23, said Fairlawn Subdivision; thence with an interior angle of 72 degrees 27 minutes, run in a Westerly direction for a distance of 67.88 feet to a point on a curve, said curve having a delta of 18 degrees 11 minutes and a radius of 1,010.51 feet; thence with an interior angle of 116 degrees 23 minutes to the chord, run in a Southwesterly direction along said curve for a chord distance of 319.30 feet (arc distance of 320.65 feet) to a point; thence with an interior angle of 99 degrees 05 minutes from the chord, run in a Southeasterly direction for a distance of 65.00 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 81 degrees 42 minutes to the chord. Said parcel containing 0.51 acres.

EX 3-7

RESOLUTION AUTHORIZING THE VACATION OF A RIGHT-OF-WAY ON 5th WAY IN TUSCALOOSA COUNTY, ALABAMA

Sources of Title: Deed Book 938 at Page 204
Plat Book 18 at Page 129
Deed Book 1073 at Page 255
Plat Book 18 at Page 292
Deed Book 1075 at Page 72
Deed Book 2008 at Page 2048

WHEREAS, the owners of the land abutting that certain right-of-way depicted on, and more particularly described in Exhibits "A" and "B," said Exhibits being attached hereto and incorporated herein by reference, Hunt Refining Company, a Delaware corporation, and E. Nelson Campbell and Shirley A. Campbell, husband and wife (hereinafter referred to as the "Owners"), allege that they own all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

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

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

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

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

of said right-of-way located in Tuscaloosa County, Alabama, as depicted on, and described in Exhibits "A" and "B" hereto. Pursuant to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to the portion of right-of-way described in Exhibit "A" shall vest in Hunt Refining Company, and title to the portion of right-of-way described in Exhibit "B" shall vest in E. Nelson Campbell and Shirley A. Campbell.

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

RESOLVED AND DONE this 6th day of March, 2008.

TUSCALOOSA COUNTY COMMISSION

By

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

ATTEST:

Melvin Vines
Melvin Vines, County Administrator

APPROVED THIS THE 6th DAY OF March, 2008.

EX 3-7

EXHIBIT "A"

RIGHT-OF-WAY VACATION No. 5
(PART OF 55th WAY)

A parcel of land located in the South Half of the Northwest Quarter of Section 29, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being a part of 55th Way as recorded in Deed Book 952 Page 466 in the Probate Office of said Tuscaloosa County and being 15 feet either side of the following described centerline:

As a STARTING POINT, begin at the Northeast corner of the Northwest Quarter of said Section 29; thence run in a Southerly direction along the East boundary of the Northwest Quarter of said Section 29 for a distance of 919.63 feet to a point; thence with a deflection angle of 71 degrees 00 minutes to the right, run in a Southwesterly direction for a distance of 1,808.49 feet to the POINT OF BEGINNING of the vacation's centerline herein described, said point being on a curve having a delta of 7 degrees 37 minutes and a radius of 93.75 feet; thence with a deflection angle of 152 degrees 21 minutes to the chord and to the left, run in an Easterly direction along said curving centerline for a chord distance of 12.46 feet (arc distance of 12.47 feet) to the point of tangency of said curve; thence with a deflection angle of 3 degrees 49 minutes from the chord and to the left, continue in an Easterly direction along said centerline for a distance of 193.13 feet to the point of curvature of a curve having a delta of 13 degrees 41 minutes and a radius of 850.91 feet; thence with a deflection angle of 6 degrees 51 minutes to the chord and to the right, run in a Southeastly direction along said curving centerline for a chord distance of 202.81 feet (arc distance of 203.29 feet) to the point of tangency of said curve; thence with a deflection angle of 6 degrees 51 minutes from the chord and to the right, continue in a Southeastly direction along said centerline for a distance of 200.01 feet to the END of the vacation herein described. Said parcel containing 0.42 acres.

EX-37

EXHIBIT "B"

RIGHT-OF-WAY VACATION No. 6
(PART OF 55th WAY)

A parcel of land located in the South Half of the Northwest Quarter of Section 29, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being a part of 55th Way as recorded in Deed Book 952 Page 466 in the Probate Office of said Tuscaloosa County and being 15 feet either side of the following described centerline:

As a STARTING POINT, begin at the Northeast corner of the Northwest Quarter of said Section 29; thence run in a Southerly direction along the East boundary of the Northwest Quarter of said Section 29 for a distance of 919.63 feet to a point; thence with a deflection angle of 71 degrees 00 minutes to the right, run in a Southwesterly direction for a distance of 1,854.01 feet to the POINT OF BEGINNING of the vacation's centerline herein described, said point being on a curve having a delta of 25 degrees 54 minutes and a radius of 123.75 feet; thence with a deflection angle of 143 degrees 13 minutes to the chord and to the left, run in an Easterly direction along said curving centerline for a chord distance of 55.48 feet (arc distance of 55.95 feet) to the point of tangency of said curve; thence with a deflection angle of 12 degrees 57 minutes from the chord and to the left, continue in an Easterly direction along said centerline for a distance of 193.13 feet to the point of curvature of a curve having a delta of 13 degrees 41 minutes and a radius of 820.91 feet; thence with a deflection angle of 6 degrees 51 minutes to the chord and to the right, run in a Southeasterly direction along said curving centerline for a chord distance of 195.66 feet (arc distance of 196.12 feet) to the point of tangency of said curve; thence with a deflection angle of 6 degrees 51 minutes from the chord and to the right, continue in a Southeasterly direction along said centerline for a distance of 200.01 feet to the END of the vacation herein described. Said parcel containing 0.44 acres.

EX 3-7

Preserve The Warrior River System Resolution

WHEREAS, The Warrior River System is a vital natural and economic resource of the State of Alabama, and

WHEREAS, more than 500,000 Central and West Alabama families depend on waters from the Warrior River System for drinking water, and

WHEREAS, more than 21 million tons of shipping travel the Warrior River System every year, supporting thousands of jobs and providing critical import and export activity at the Alabama State Docks in Mobile, and

WHEREAS, reliable operation of the Warrior River System is crucial to wastewater treatment and vital to governmental and industrial wastewater operations from Birmingham to Demopolis, and

WHEREAS, orderly management of the Warrior River System is vital to preservation of natural flora and fauna of the region and to the preservation of the state's recreational opportunities, and

WHEREAS, the actions of the Smith Lake Improvement and Stakeholders Association (SLISA) threaten the reliable management of the Warrior River System for all downstream stakeholders, and

WHEREAS, the actions of SLISA would create devastating negative impacts on water supplies, navigation, flood control, waste water treatment, power generation, recreation and the environment, and

WHEREAS, the actions of SLISA would cost the state thousands of jobs, harm the operations of the Alabama State Docks, and severely impair the state's economic development efforts.

THEREFORE, BE IT RESOLVED, that elected State and Local officials of the State of Alabama should express to officials at the Federal Energy Regulatory Commission in Washington, DC, that they oppose SLISA's proposal and that the Warrior River Hydro Project (FERC Project No. 2165-022) should be approved with all due deliberation and consideration.

Signature *M. L. Vines* Date 3-5-08
Print Name Melvin L. Vines - County Administrator
Address Tuscaloosa County Commission
714 Greensboro Avenue, Suite G-78
Tuscaloosa, AL 35401
Phone (205) 469-6401 Email _____
Fax to (334) 239-3178

W. HARDY McCOLLUM
CHAIRMAN

ROBERT H. JOHNSTON
CLERK



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

February 21, 2008

Tuscaloosa Communications
TESSCO
CDW-G
TUSCOM

To Whom it may Concern:

Tuscaloosa County will accept bids for nine (9) or more TRIPPLITE SMART 3000RM2U or equal Rack Mounted UPS Systems for the Tuscaloosa County Sheriff's Office until 4:00 p.m., Thursday, March 6, 2008.

Attached are the bid specifications and bid submission form compiled by the Tuscaloosa County Sheriff's Office. Direct all inquiries in regard to this bid to Sgt. Andy Norris at telephone number (205)752-0616 Ext 837.

To insure that your bid is not compromised, either mail your bid to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or bring your bid to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to 4:00 p.m., Thursday, March 6, 2008.

Return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office. Bid shall include all freight, delivery, etc. charges.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

W.M. Lamb
Chief Financial Officer

WML:lks

encls.

copy: Chief Ron Abernathy
file

EX 3-9

BID SHEET

TRIPPLITE SMART300RM2U OR EQUAL for Tuscaloosa County Sheriff's Office
NEW Radio System

Bid Date: 3/4/2008

Bid Reference Number: N/A

TOTAL BID: \$ 8506.66

Firm
TESSCO Incorporated

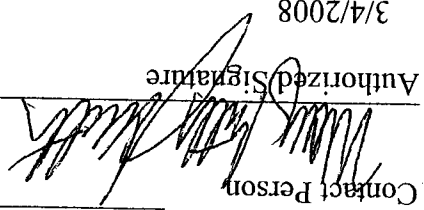
Address
11126 McCormick Road

Address
Hunt Valley, MD 21031

Telephone/Fax
(410)229-1000

Mary Beth Smith

Contact Person



Authorized Signature

3/4/2008

Date

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-78, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1st Floor Courthouse at 9:00 AM March 6th, 2008.

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

EX 3-9

BID SHEET

*TRIPPLITE SMART3000RM2U OR EQUAL for Tuscaloosa County Sheriff's Office
NEW Radio System*

Bid Date: March 6, 2008

Bid Reference Number: _____

TOTAL BID: \$ 847.00 per each _____

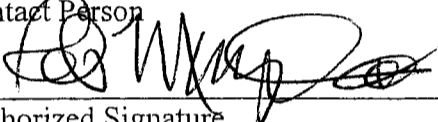
TUSCOM
Firm

615 Queen City Avenue
Address

Tuscaloosa, Al 35401
Address

205.342.2422
Telephone/Fax

Rob Murphree
Contact Person


Authorized Signature

March 5, 2008
Date

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-78, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1st Floor Courthouse at 4:00 P.M. March 6, 2008.

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

EX 3-9

TRIPPLITE SMART300RM2U OR EQUAL for Tuscaloosa County Sheriff's Office
NEW Radio System

Bid Date: 3.6.09

Bid Reference Number: _____

TOTAL BID: \$ 8,325.00

Firm

~~Tuscaloosa Communications, Inc.~~

Address

3720 Maryanne Rd East

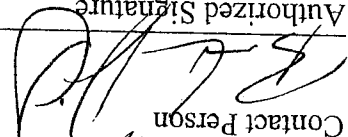
Telephone/Fax

205-553-2112

Contact Person

Bob Woods

Authorized Signature



Date

3.6.08

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-78, ATTN: County Clerk, Tuscaloosa, Alabama
35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1st Floor Courthouse at 4:00 P.M. March 6, 2008.

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

BID SHEET

**TRIPPLITE SMART3000RM2U OR EQUAL for Tuscaloosa County Sheriff's Office
NEW Radio System**

Bid Date: 03/05/08

Bid Reference Number: JZL8363

TOTAL BID: \$ 7,342.27

CDW Government, Inc.

Firm

230 N. Milwaukee Ave.

Address

Vernon Hills, IL 60061

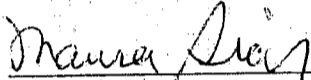
Address

866-339-4897

Telephone/Fax

John Dudley, Account Manager

Contact Person



Maureen Diaz,
Authorized Signature Supervisor, Corporate Proposals

03/05/08

Date

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-78, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1st Floor Courthouse at 4:00 P.M. March 6, 2008.

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

EX3-9

EX 3-10

W. HARDY McCOLLUM
CHAIRMAN
ROBERT H. JOHNSTON
CLERK



MEMBERS
DON WALLACH
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113

205-349-3870
February 11, 2008

McPrecast Inc.
DRM Utilities

Modular Connections, LLC
East-Set Applications
Tuscaloosa Communications
Motorola
AFS Precast

Gentlemen:

Tuscaloosa County will accept bids for one (1) or more Communications Shelters for the Tuscaloosa County Sheriff's Office until 9:00 a.m., Wednesday, March 5, 2008.

Attached are the bid specifications and bid submission form compiled by the Tuscaloosa County Sheriff's Office. Direct all inquiries in regard to this bid to Sgt. Andy Norris at telephone number (205)752-0617 Ext 837.

To insure that your bid is not compromised, either mail your bid to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or bring your bid to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to Wednesday, March 5, 2008, at 9:00 .am.

Return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office. Bid shall include all freight, delivery, etc. charges.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

W.M. Lamb
Chief Financial Officer

WMT:lks

encls.

copy: Chief Ron Abernathy
file

BID SHEET

Communications Shelter(s) for Tuscaloosa County Sheriff's Office New Radio System

Bid Date: 3/5/08

Bid Reference Number: C-JG-8301

TOTAL BID: \$ 24,840.⁰⁰ (Excludes Optional Items)

Modular Connections, LLC

Firm

1090 Industrial Blvd.

Address

Bessemer, AL 35022

Address

205-980-4565

Telephone/Fax

Illia Ayers

Contact Person

Illia Ayers

Authorized Signature

3/3/08

Date

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-46, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1st Floor Courthouse at **9:00 AM March 5th, 2008.**

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

EX 3-10

EX 3-10

BID SHEET

Communications Shelter(s) for Tuscaloosa County Sheriff's Office New Radio System

Bid Date: 3/5/2008

Bid Reference Number: 2292008-1

TOTAL BID: \$ 27,920.00

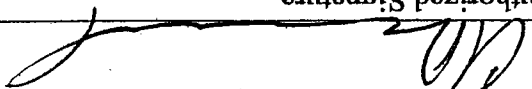
Firm AES Precast Co, Inc.

Address 3851 17th St.

Address Northport, AL 35476

Telephone/Fax 205-333-8000 / 0181

Contact Person Clarke Drummond

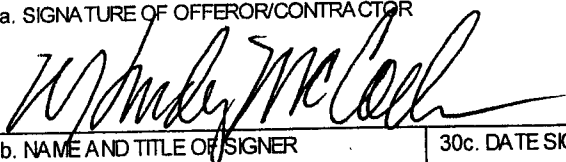
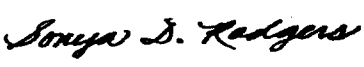
Authorized Signature 

Date 2/29/2008

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-46, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1st Floor Courthouse at 9:00 AM March 5th, 2008.

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W31XNJ80293343		PAGE 1 OF 29					
2. CONTRACT NO. W91278-08-P-0197		3. AWARD/EFFECTIVE DATE 25-Feb-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY ENDIST MOBILE CONTRACTING DIVISION 109 ST JOSEPH ST MOBILE AL 36602 TEL: FAX: 251-441-5765		CODE W91278		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: \$10.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS NTE 30 Days			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE					
17a. CONTRACTOR/OFFEROR TUSCALOOSA COUNTY COMMISSION ATTN WILLIAM M LAMB/ACCOUNT MANAGER P O BOX 20113 TUSCALOOSA AL 35402-0113 TEL. 205-349-3870 X 215		CODE 0LCW4		18a. PAYMENT WILL BE MADE BY DISBURSING OFFICER "DO NOT MAIL INVOICE HERE" USACE FINANCE 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE 0LCW4		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$26,400.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				31c. DATE SIGNED 26-Feb-2008			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) W. Hardy McCollum Chairman, Tuscaloosa County Commission			30c. DATE SIGNED 3-6-08		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SONYA D RODGERS / CONTRACTING OFFICER TEL: 251-441-5406 EMAIL: sonya.d.rodgers@sam.usace.army.mil						

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

EX 3-11

EX 3-11

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Law Enforcement Services	660	Hours	\$40.00	\$26,400.00

LH
Shall be provided for the following Corps of Engineers operated and maintained areas on Oliver and Holt Lakes, Tuscaloosa County, Alabama from April 4, 2008 to September 1, 2008 per attached Statement of Work, Plan of Operation, Normal Patrol Schedule and Daily Law Enforcement Log. Wage Determination No. 05-2003 (Rev.-4) is hereby incorporated and made a part hereof.
FOB: Destination

PURCHASE REQUEST NUMBER: W31XNJ80293343

TOT ESTIMATED PRICE \$26,400.00
 CEILING PRICE \$26,400.00

ACRN AA
CIN: W31XNJ802933430001

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 K5 X 08 2446 001680 96015 2520 026KG4 NA JCL470
 AMOUNT: \$26,400.00
 CIN W31XNJ802933430001: \$26,400.00

STATEMENT OF WORK

The Tuscaloosa County Sheriff's Department will be working a Law Enforcement Contract with the US Army Corps of Engineers this summer. The total number of days for each month includes the number of days for patrolling plus one day for administrative tasks and is as follows:

April – 13 days

May – 19 days

June – 14 days

July – 16 days

August – 19 days

September – 1 day 4 hours

Total: 82 days and 4 hours

82 days x 8 hours per shift = 656 total hours

656 hours + 4 hours = 660 total hours

660 hours x \$40 per hour = \$26,400.00
(The contract will pay \$40 per hour)

Total for contract: \$26,400.00

EX 3-11

AGREEMENT

THIS AGREEMENT ("Agreement") dated _____, 2008 ("Effective Date") is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama ("AT&T Alabama"), a Georgia corporation, and Tuscaloosa County, Alabama, ("County") and applies to subscribers within the County. AT&T Alabama and County shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, as a telephone corporation, AT&T Alabama has a statewide franchise under Alabama Code Section 23-1-85 (1975) to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Alabama without having to obtain a local franchise or pay franchise fees; and

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service"). The IP Network upgrade will involve the use of the County's ROW.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, County and AT&T Alabama agree as follows.

1. **Term.** The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2018. The term may be extended upon mutual agreement of the Parties.

A. The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either County or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

B. In addition to the termination rights set forth in section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder

upon ninety (90) days notice to the County, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the County is no longer technically, economically or financially consistent with AT&T Alabama's business objectives; (b) Title VI of the Communications Act of 1934, as amended obligations or any similar obligations are imposed on AT&T Alabama; or (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to County. During the term of this Agreement, AT&T Alabama shall pay to County a fee equal to 5% of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama's IP Video Services product delivered over the IP Network in the County's ROW; including any Gross Revenues from video services included in a bundle of services; such product to be defined by AT&T Alabama when it is offered to the public. The fee ("IP Video Services Provider Fee") will be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to County quarterly and shall be due 45 days after the end of each quarter.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;
- (d) maintenance charges;

(e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;

(f) revenue from the sale of capital assets or surplus equipment; or

(g) charges, other than those described in subsection (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, banner advertisement, and electronic publishing.

C. "Gross Revenues" which are subject to IP Video Service Provider Fee paid by AT&T Alabama additionally include a pro rata portion of all revenue collected by AT&T Alabama pursuant to compensation arrangements for advertising (less any commissions AT&T Alabama receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Alabama's IP video service within the County.

D. Advertising commission paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue including gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the County divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services AT&T Alabama and the County shall reasonably cooperate to investigate a web-based methodology to make such PEG programming available with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves 10% market share of the pay TV subscriber market within County or within 180 days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations.

Any operation of any PEG access channel by County shall be the responsibility of County, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The County will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

4. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Obligations of County. During the term of this Agreement County will not subject, nor attempt to subject, the provision of AT&T Alabama's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

(a) County agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.

(b) County agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) County agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

6. Indemnification.

A. AT&T Alabama agrees to indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Alabama's negligent construction, operation, or maintenance of its IP Network, provided that County shall give AT&T Alabama written notice of its obligation to indemnify County within a reasonable time, and in no event later than ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Alabama shall not indemnify County for any damages, liability or claims resulting from the negligence or willful misconduct of County, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Alabama in connection with PEG programming.

B. With respect to AT&T Alabama's indemnity obligations set forth above, AT&T Alabama shall provide the defense of any claims brought against County by selecting counsel of AT&T Alabama's choice to defend the claim, subject to the consent of County, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent County from cooperating with AT&T Alabama and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with County, AT&T Alabama shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Alabama shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of County and County does not consent to the terms of any such settlement or compromise, AT&T

Alabama shall not settle the claim or action, but its obligation to indemnify County shall in no event exceed the amount of such settlement.

C. County shall hold AT&T Alabama harmless and shall be responsible for damages, liability or claims resulting from the negligence or willful misconduct of County.

D. County shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by County for which County is legally responsible, subject to any and all defenses and limitations of liability provided by law. AT&T Alabama shall not be required to indemnify County for acts of County which constitute willful misconduct or negligence on the part of County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

7. Non-discrimination. AT&T Alabama shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

9. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

10. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to County:

Honorable W. Hardy McCollum, Chairman
Tuscaloosa County Commission
P. O. Box 20113
Tuscaloosa, Alabama 35402-0113

If to AT&T Alabama:

AT&T Alabama
General Counsel - Alabama
Suite 28A2
600 19th Street N
Birmingham, AL 35203

11. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

12. Assignment. AT&T Alabama may not assign or transfer this Agreement or any interest therein without the prior consent of County except to any affiliate of AT&T Alabama.

13. Entire Agreement. This Agreement constitutes the entire agreement between County and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between County and AT&T Alabama regarding the subject matter hereof.

14. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

15. Miscellaneous.

A. AT&T Alabama and County each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and County shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

16. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, County Commission members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

17. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

EX 3-12

698847

MY COMMISSION EXPIRES JULY 14, 2009

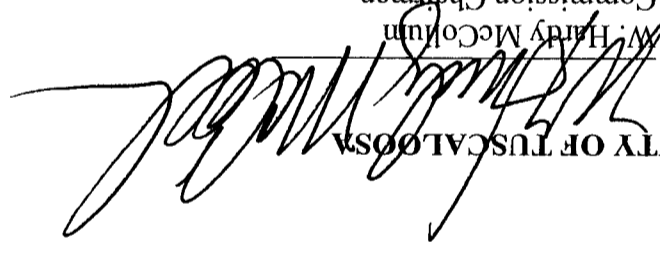
NOTARY PUBLIC
Kear Dye Latta
SEAL

Sworn to and subscribed before me this 10th day of March, 2008.

State of Alabama)
County of Tuscaloosa)

Title: Commission Chairman

Name: W. Hardy McCollum

By: 
COUNTY OF TUSCALOOSA

NOTARY PUBLIC
SEAL

Sworn to and subscribed before me this _____ day of _____, 2008.

State of Alabama)
County of _____)

Name: Thomas L. Hamby
Title: President - AT&T Alabama

By: _____

AT&T Alabama

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this _____ day of _____, 2008.