

TUSCALOOSA COUNTY COMMISSION

MEETING

April 10, 2013

TUSCALOOSA COUNTY §

STATE OF ALABAMA §

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

Stan Acker
Jerry Tingle
Bobby Miller
Reginald Murray

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of invoices to Burk-Kleinpeter and Sentell Engineering for the following bridge replacement projects:

Old Jasper Road over Tyro Creek \$1,000.00
Old Fayette Road over Barbee Creek \$7,700.00

Exhibit 4-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to declare the following vehicles surplus property and authorize their disposal:

500A - 2008 Ford F250 VIN 1FTSX21R58ED08731
100A - 2008 Ford F250 VIN 1FTSX21R98ED08733
200A - 2008 Ford F250 VIN 1FTSX21R38ED08730
102A - 2008 Ford F250 VIN 1FTSX21R18ED10122
101A - 2008 Ford F250 VIN 1FTSX21RX8ED10121
501A - 2008 Ford F250 VIN 1FTSX21R88ED10120
202A - 2008 Ford F250 VIN 1FTSX21R18ED10119
201A - 2008 Ford F250 VIN 1FTSX21RX8ED10118
910 - 1990 Dodge Ram-350 Van VIN B5WB35Z5LK736649

490 - 1996 Econoline DPV24TA Trailer VIN 42ETPJV25T1002308
291A - 2002 Econoline 24T Trailer VIN 42EDPKV2221000766
290A - 1991 Trail King Trailer VIN 1TKC02428MM059180
191A - 2002 Econoline 24T Trailer VIN 42EDPKV2421000767
025A - 1996 Ford F150 VIN 1FTEF15N8TLB10246
908 - 1998 Ford F150 VIN 1FTZX1767WKA86522
802A - 2007 Ford Expedition VIN 1FMFK16517LA93807
731A - 1992 Ford F150 VIN 1FDHF37M7NNA89065
819A - 2002 Ford Crown Vic VIN 2FAFP71W83X101185
023 - 2001 Ford Crown Vic VIN 2FAFP71W81X174850

Exhibit 4-2, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize review, approval and pursuit of eligible grant projects with Alabama Transportation Rehabilitation and Improvement Program (ATRIP) Round 3 Funding.

Exhibit 4-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize submission of grants to Alabama Department of Transportation (ALDOT) and Alabama Department of Economic and Community Affairs (ADECA) for the Bobby Miller Center.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the list of consultants with the applicable projects in the form of the request as attached, for assistance with submission of paperwork to the Alabama Department of Transportation (ALDOT).

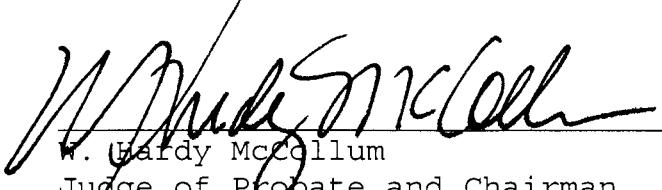
Exhibit 4-4, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the Service Contract between Tuscaloosa County, Alabama and Stillman College.


Exhibit 4-5, Page

The County Commission recessed to go into Executive Session to discuss Water Authority Board Appointments.

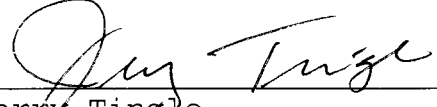
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 24, 2013.



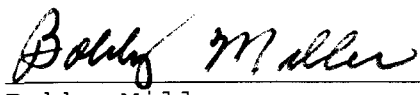
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission




Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

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

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

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

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

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

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

WILLIAM R. BURK, JR., 1912-1986



VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

OVER 100 YEARS OF SERVICE

March 31, 2013

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

RE: Tyro Creek Bridge Replacement
Client Number 252
Invoice # 19
BKI Job No. TU.11.004

For professional services rendered on the referenced project through the month of March 2013.

PAYMENT REQUEST NO 19

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	99%	\$ 46,175.00	\$ -
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	57%	\$ 13,449.18	\$ 1,000.00
			\$ 67,324.18	\$ 1,000.00

PREVIOUSLY INVOICED: \$ (66,324.18)
AMOUNT DUE: \$ 1,000.00

BKI INVOICE: 52591

ks

RECEIVED

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



Sentell Engineering, Inc.

Sentell Engineering Inc
P O Box 1246
Tuscaloosa, AL 35403

(205)752-5564
ssentell@sentell.net

Date	Invoice #
04/04/2013	12-194
Terms	Due Date
Due on receipt	04/04/2013

Bill To

Tuscaloosa County Commission
c/o Katherine Cross
2810 35th Street
Tuscaloosa, AL 35401

Activity	Amount
• RE: Old Fayette Road Bridge Project (Barbee Creek) Project No. TCP-63-12-12	0.00
• Services to Date:	
• Surveying Services (100% Complete)	7,700.00
Total	\$7,700.00

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

RECEIVED

APR 04 2013

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

Public Works Agenda Items
April 10, 2013

1. Work Report
2. Request payment of invoice from BKI:
 - a. Old Jasper Road over Tyro Creek bridge replacement (\$1,000.00)
3. Request payment of invoices from Sentell Engineering:
 - a. Old Fayette Road over Barbee Creek bridge replacement (7,700.00)
4. Request following vehicles be declared surplus and authorize disposal.
 - a. 2008 FORD F250, vin# 1FTSX21R58ED08731, approx 171,529 miles.
 - b. 2008 FORD F250, vin# 1FTSX21R98ED08733, approx 172,298 miles.
 - c. 2008 FORD F250, vin# 1FTSX21R38ED08730, approx 194,287 miles.
 - d. 2008 FORD F250, vin# 1FTSX21R18ED10122, approx 146,248 miles.
 - e. 2008 FORD F250, vin# 1FTSX21RX8ED10121, approx 117,854 miles.
 - f. 2008 FORD F250, vin# 1FTSX21R88ED10120, approx 97,032 miles.
 - g. 2008 FORD F250, vin# 1FTSX21R18ED10119, approx 150,691 miles.
 - h. 2008 FORD F250, vin# 1FTSX21RX8ED10118, approx 151,205 miles.
 - i. 1990 DODGE RAM-350 VAN, vin# B5WB35Z5LK736649, approx 78,997 miles.
 - j. 1996 ECONOLINE DPV24TA TRAILER vin# 42ETPJV25T1002308
 - k. 2002 ECONOLINE 24T TRAILER vin# 42EDPKV2221000766
 - l. 1991 TRAIL KING TRAILER vin# 1TKC02428MM059180
 - m. 2002 ECONOLINE 24T TRAILER vin# 42EDPKV2421000767
 - n. 1996 FORD F150 vin# 1FTEF15N8TLB10246, approx 181,421 miles.
 - o. 1998 FORD F150 vin# 1FTZX1767WKA86522, approx 274,004 miles.
 - p. 2007 FORD EXPEDITION vin# 1FMFK16517LA93807, approx 115,464 miles.
 - q. 1992 FORD F150 vin# 1FDHF37M7NNA89065, approx 170,756 miles.
 - r. 2002 FORD CROWN VIC. vin# 2FAFP71W83X101185, approx 105,214 miles.
 - s. 2001 FORD CROWN VIC. vin# 2FAFP71W81X174850; approx 106,542 miles.

Other Requests (Please do not include under Public Works agenda):

Commissioner Stan Acker – District I:

Nothing

Commissioner Jerry Tingle – District II:

Nothing

Commissioner Bobby Miller – District III:

Nothing

Commissioner Reginald Murray – District IV:

Nothing

Projects to be considered for ATRIP Round 3 Funding

Resurfacing

Frank Lary Road -

- From Lary Lake Road to Mitt Lary Road

Gorgas Road -

- From Highway 43 to the Fayette County line

Watermelon Road -

- From Union Chapel Road to Sharpes Lake Road

County Road 140 -

- From Dockery Road to Highway 82

Romulus Road -

- From 140 to the Greene County line

Sipsey Valley Road -

- From Highway 140 to the intersection of Ralph Loop Road

Kennedy Mill Road -

- From AL Hwy 216 to Holt-Peterson Road

Holt-Peterson Road -

- From Kennedy Mill Road to Alabama Avenue

Woodland Lake Road -

- From AL Hwy 216 to Woodstock Town Limits

Old Birmingham Highway -

- From State maintained Portion near Exit 100 to Jefferson County Line

Daffron Road -

- From US Hwy 82 to Hargrove Road

Hargrove Road -

- From Daffron Road to Tuscaloosa City Limits

Bear Creek Road -

- From Monticello to Duncanville Middle School Road

Old Greensboro Road -

- From AL Hwy 69 to HB Johnson Road

Jack Warner Parkway -

- From Crescent Ridge Road to Tuscaloosa City limits

Fosters Ferry Road -

From 29th Street to Joe Mallisham Parkway (Continue 3 lane with center turn lane from the intersection of Foster Ferry and 29th Street) Joint with the City of Tuscaloosa

Sand Road -

¾ mile section

Snoddy Road –

Entire length

Frog Ridge Road –

Entire length

Intersection Improvements

Watermelon Road at Union Chapel Road –

Martin Road at Alabama Highway 69 –

Brandon School Road at Alabama Highway 69 -

Realignment Project

Bethel Church Road near Shiloh Road –

Tierce Patton Road –

- Steep curve relocation

Old Birmingham Highway –

- Consider widening to accommodate a center turn lane due to commercial development between exit 100 and the Jefferson County Line

Holt-Peterson Road –

- Consider realignment and slope stabilization near Hurricane Creek and possible guardrail installation and/or other safety measures

Bear Creek Road –

- Consider widening and additional lanes from AL Hwy 69 to Bear Creek Cut-Off Road

Roadway Connector Project

Patriot Parkway Extension –

- Extension of Patriot Parkway from Old Marion Road to US Hwy 82

County Road 2 Connector

From Highway 82 West to County Rd 2 @ Boothtown and Sipse Valley High School

Bridges

Pleasant Ridge Bridge Project -

Cypress Creek Road Bridge Project –

Curt Cunningham Bridge –

Harless Road Bridge –

PROPOSED ENGINEERING FIRMS for REFERENCED PROJECTS:

ALMON ASSOCIATES, INC.

Intersection Improvements:

Martin Road @ Alabama Highway 69
Brandon School Road @ Alabama Highway 69

Bridge Replacement Projects:

Pleasant Ridge Road Bridge
Curt Cunningham Road Bridge

BURK-KLEINPETER, INC.

Intersection Improvements:

Watermelon Road @ Union Chapel Road

Realignment Projects:

Bear Creek Road (with the City of Tuscaloosa and State Department of Transportation)

Roadway Connector Projects:

County Road 2 Connector (U.S. Highway 82 West to County Road 2 @ Boothtown Road)
Patriot Parkway Extension (Old Marion Road to U.S. Highway 82)

Bridges:

Harless Road Bridge

CFM GROUP, INC.

Resurfacing/Roadway Improvements:

Daffron Road (from U.S. Highway 82 to Hargrove Road)
Hargrove Road (from Daffron Road to Tuscaloosa City Limits)
Old Greensboro Road (Alabama Highway 69 to H B Johnson Road)

MCGIFFERT & ASSOCIATES, LLC

Realignment Projects:

Tierce Patton Road (steep curve relocation)
Bethel Church Road near Shiloh Road
Old Birmingham Highway (consider widening to accommodate a center turn lane between Exit 100 and Jefferson County line)
Holt-Peterson Road (realignment/slope stabilization near Hurricane Creek, guardrail/other safety measures)

Resurfacing/Roadway Improvements:

Jack Warner Parkway (Crescent Ridge Road to Tuscaloosa City Limits)

SENTELL ENGINEERING, INC.

Bridges:

Cypress Creek Road Bridge

Resurfacing/Roadway Improvements:

Fosters Ferry Road (29th Street to Joe Mallisham Parkway-continue three lane, joint project with City of Tuscaloosa)
Sand Road (3/4 mile long section on north end of road)
Snoddy Road
Frog Ridge Road

WALKER ASSOCIATES, INC.

Department of Transportation Enhancement Grant:

Bobby Miller Activity Center (improvements to assist handicap access)

Resurfacing/Roadway Improvements:

Frank Lary Road (from Lary Lake Road to Mitt Lary Road)
Watermelon Road (From Union Chapel Road to Sharpes Lake Road)

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT BETWEEN
TUSCALOOSA COUNTY, ALABAMA AND
STILLMAN COLLEGE**

THIS AGREEMENT made and entered into on this the ____ day of _____, 2013, by and between STILLMAN COLLEGE, hereinafter sometimes referred to as **Contractor**, as a party of the first part, and TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereinafter sometimes referred to as the **County**, as party of the second part.

WITNESSETH:

WHEREAS, Title 11 of the *Code of Alabama*, (1975), grants to the County the authority to enter into contracts for services; and

WHEREAS, the County has determined that the one-time provision of “seed money” to the Contractor will serve the public purpose of helping to promote development in an area of the County that has traditionally been underserved; and

WHEREAS, the Contractor has proposed, for a certain consideration herein set out, to provide services desirable to the County, and to perform all of the duties attendant with such services as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. The Contractor agrees to develop a comprehensive plan for community engagement in workforce development in West Tuscaloosa. The plan elements shall be based on information obtained as a result of a needs assessment and shall be developed in a manner that ensures participation by area residents, representatives of social service agencies and educational entities serving the area.

2. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor, or its agents or employees, will not, on the grounds of race, color, creed, sex, religion, national origin, or handicap, discriminate, or permit discrimination, against any person or group of persons, in any manner. The Contractor further agrees to comply with all applicable laws of the State of Alabama and the United States of America.

3. It is the intent of the parties to this agreement that they be the only parties to this agreement, and to expressly exclude third party beneficiaries; no person not a party to this agreement may claim benefits under this agreement.

4. The Contractor agrees to supply to the County, upon request, documentation that the services provided by the Contractor for the benefit of the County, are at least equal in value to funding from the County. Should the County determine at any time that the Contractor is not providing services at least equal to the prorated funding provided herein, then the County may terminate this agreement or negotiate a supplemental funding formula.

5. Upon termination, the Contractor may be required to refund any funds deemed by the County to have been expended by the Contractor for purposes not provided for by this contract.

6. Either the County or the Contractor, upon written notice to the other, expressing an intention to cancel or rescind this contract, may do so after thirty (30) days of receipt by the other part of said written notice. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

7. In consideration of the above covenants, the County agrees to pay as compensation to the Contractor the sum of Fifty Thousand and no/100 Dollars (\$50,000). Payment shall be made to the Contractor by the County in three installments as provided herein:

a. Initial payment of \$25,000, due and payable upon invoice, together with an initial business plan for implementation of the elements as provided herein, not later than thirty (30) days subsequent to execution of this contract; and

b. Payment of \$12,500 due and payable upon invoice, together with a report of progress to date, not later than six (6) months subsequent to the execution date of this contract; and

c. Payment of \$12,500, due and payable upon invoice, together with a report of progress to date, not later than twelve (12) months subsequent the execution date of this contract.

8. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining valid covenants or conditions. There shall be no third party beneficiary to this agreement.

9. This agreement constitutes the entire agreement between the Contractor and the County, and merges all prior written or oral understandings or agreements. The Contractor shall be under no obligation to the County, except to the extent set out expressly in this agreement.

10. The term of this contract shall be for one year, and it shall not be renewed.

11. The parties agree that the contract provides for one-time "seed money" to assist in the development of a comprehensive plan for community engagement in workforce development in West Tuscaloosa, to provide Contractor with the necessary plan to seek funding through private foundations, and that the County will provide no additional funding for the project.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date set forth above.

[Remainder of page intentionally left blank]

CONTRACTOR

By: _____
STILLMAN COLLEGE

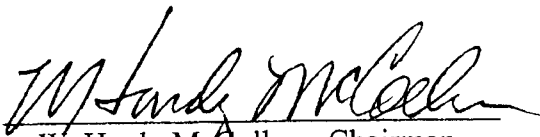
As Its: _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, whose name is signed to the foregoing Service Contract, as _____ of STILLMAN COLLEGE, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Service Contract, he executed the same voluntarily on the day the same bears date.

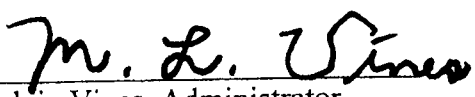
Given under my hand this ____ day of _____, 2013.

Notary Public in and for the State of
Alabama at Large
My Commission Expires:

TUSCALOOSA COUNTY, ALABAMA
a political subdivision of the State of Alabama

By: 
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, Administrator
Tuscaloosa County Commission