

TUSCALOOSA COUNTY COMMISSION
MEETING
JANUARY 15, 2014

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

- Stan Acker
- Jerry Tingle
- Bobby Miller
- Reginald Murray

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of invoices to:

Carroll's Creek Water Authority for the Old Jasper Road Bridge Replacement Project/Waterline Relocation Project in the following amounts:

Singleton Excavating, LLC	\$35,227.56
McGiffert and Associates, LLC	\$11,708.93

Carroll's Creek Water Authority for the Dobbs Road Bridge Replacement Project/Waterline Relocation Project in the following amount:

McGiffert and Associates, LLC	\$446.50
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Old Birmingham Highway widening and Resurfacing Project in the following amount:

McGiffert and Associates, LLC	\$13,062.50
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Holman Church Road Bridge Replacement Project in the following amount:

Burk-Kleinpeter, Inc.	\$2,500.00
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Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to post a speed limit of 35 MPH on Joe Namath Road, a speed limit of 35 MPH on Stonehedge Road, and reducing the speed limit to 30 MPH on Keenes Mill Road in areas that do not comply with the 35 MPH standards.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution accepting the following subdivision for maintenance:

District II: Waterford Gardens Phase 2

Exhibit 1-2, Page

The County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for December 2013.

Exhibit 1-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Attorney Robert Spence to commence with condemnation proceedings on property located at 2408 35th Place NE in Holt.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to enter into an agreement with the City of Northport, Tuscaloosa County and the Northport Planning and Zoning Commission regarding responsibility for the regulation and enforcement of the development of subdivisions in the territorial jurisdiction of the Northport Planning and Zoning Commission.

Exhibit 1-4, Pages

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted three-to-one to amend the budget and approve funding for the newly created position of Crime Information Analyst/Investigative Analyst in the Sheriff's Department with Commissioner Jerry Tingle casting the NAY vote.

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a funding request of \$4,877.00 for expenses for the Abernant Park.

Exhibit 1-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to declare the following vehicle, transferred to the County from Abernant Fire Department, as surplus property and put up for bid:

Navistar Ambulance (VIN# 1HTSMABM3TH233348)

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize demolition, by the Road and Bridge Department, of the following structure, determined to be a public nuisance and deeded to the County:

Properties to be demolished:

16964 Highway 216, Brookwood
Parcel ID# 23-09-29-0-001-037-001

Exhibit 1-6, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss Articles 4 and 5 of the Final Settlement Offer to the Tuscaloosa County Board of Education to settle the lawsuit between SERMA, LVPSC, Town of Lake View, and J. Michael White.

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to agree to Articles 4 and 5 of the Final Settlement Offer which was approved by the TCBOE at its meeting held on January 13, 2014. In accepting ownership from the LVPSC of the pipeline (sewer line) that runs from the South Property Line of Love's Truck stop to the Lake View Elementary School, and in case Woodstock GUSC is unable to continue serving the school, the Commission agrees to negotiate service from the LVPSC to ensure sewer service to the school. Additionally, the Tuscaloosa County Commission reserves all ownership and rights to the sewer line and right of ways wherein it lies.


Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request of \$25,000.00 to the Tuscaloosa County Board of Education for the PRIDE program.

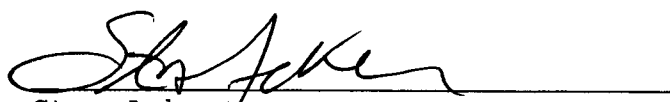
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, to approve a funding request of \$250,000, paying \$125,000 now and \$125,000 at the start of the next fiscal year, to the City of

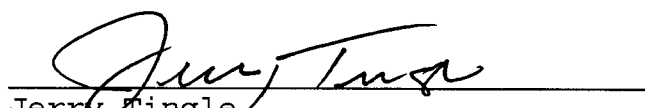
Tuscaloosa to assist with the Salvation Army rebuilding program. After discussion, Commissioner Bobby Miller withdrew the motion.

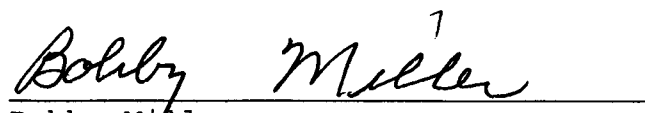
Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request of \$5,000.00 for the play clock for Sipsey Valley High School Football.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 5, 2014.


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


Stan Acker
Commissioner - District I


Jerry Tingle
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV

**Carroll's Creek Water Authority
14462 Firehouse Road
Northport, AL 35475**

December 23, 2013

Mr. Bobby Hagler, County Engineer
Attn: Mr. Mike Henderson
Tuscaloosa County Public Works
2810 35th Street
Tuscaloosa, AL 35401

Re: Old Jasper Road Over Gin Branch
Water Main Replacement
TCP 63-19-09

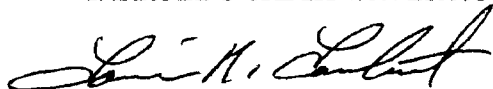
Dear Mr. Hagler:

Please find attached the invoice approved and paid by Carroll's Creek Water Authority for the project. We request reimbursement at this time for the amount as shown:

- | | |
|---------------------------------------|--------------|
| • Singleton Excavating, Inc. No. 1 | \$ 35,227.56 |
| • McGiffert and Associates, LLC No. 3 | \$ 11,708.93 |

Yours truly,

CARROLL'S CREEK WATER AUTHORITY



Louis N. Lambert, Chairman

Attachment

File: 12-23a-13/letters

RECEIVED

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

Name & Location of Project: Carroll's Creek Water Authority Gin Branch Watermain Relocation - Phase II

Name of Contractor Singleton Excavating, Inc. Address 862 Homestead Trail, Centreville, AL 35042

Periodic Estimate No. 1 for Period 12-10, 2013 to 12-13, 2013

Item No. (1)	Description of Item (2)	Contract			Completed to Date		Percent Complete
		Quantity (3)	Cost per Unit (4)	Total Cost of Item (5)	Quantity (6)	Total Cost (7)	
1	6" PVC CL 200 Water Main	800.0	\$ 7.68	\$6,144.00	747.0	\$5,736.96	100.00%
2	6" DI CL 350 Restrained Joint (Water Main for Bridge Crossing with Expansion Joints)	340.0	\$ 58.65	\$19,941.00	340.0	\$19,941.00	100.00%
3	Crushed Aggregate Base Course ALDOT 825 B Plant Mixed 6" Compacted Thickness	700.0	\$ 8.63	\$6,041.00	0.0	\$0.00	100.00%
4	Bituminous Treatment A	100.0	\$ 10.63	\$1,063.00	0.0	\$0.00	100.00%
5	Superpave Bituminous Concrete Upper Binder, 4/3" Maximum Aggregate Size, ESAL Range A/B(165lbs/sy)	100.0	\$ 10.63	\$1,063.00	0.0	\$0.00	100.00%
6	Superpave Bituminous Wearing Surface, 3/4" Maximum Aggregate Size, ESAL Range A/B(165lbs/sy)	100.0	\$ 10.63	\$1,063.00	0.0	\$0.00	100.00%
7	Main Connection	2.0	\$ 4,460.06	\$8,920.12	2.0	\$8,920.12	100.00%
8	Remove and Reset Guardrail End Anchor, Type 13	2.0	\$ 600.00	\$1,200.00	0.0	\$0.00	100.00%
9	Remove and Reset Guardrail End Anchor, Type 20 Series	2.0	\$ 600.00	\$1,200.00	0.0	\$0.00	100.00%
10	Silt Fence	1200.0	\$ 1.47	\$1,764.00	0.0	\$0.00	100.00%
11	12" Diameter Sediment Log(Wattle)	100.0	\$ 2.63	\$263.00	120.0	\$315.60	100.00%
12	Hay Bales	25.0	\$ 0.70	\$17.50	20.0	\$14.00	100.00%
13	Rip Rap	25.0	\$ 30.00	\$750.00	0.0	\$0.00	100.00%
14	Grassing & Mulching	0.8	\$ 766.67	\$575.00	0.8	\$575.00	100.00%
15	Traffic Control	1.0	\$ 250.00	\$250.00	1.0	\$250.00	100.00%
16	Temporary Erosion Control and Storm Water Monitoring	1.0	\$ 750.00	\$750.00	1.0	\$750.00	100%
TOTALS					\$51,004.62	\$36,502.68	100.00%

Contract Amount	<u>\$51,004.62</u>
Work Performed to Date	<u>\$36,502.68</u>
Less: Amount Retained in Accordance with Contract Terms (show both percent and dollar amount) <u>5</u> % Thru 50%	<u>0</u> <u>\$1,275.12</u>
Net Amount Earned on Contract Work to Date	<u>\$35,227.56</u>
Add: Materials Stored at Close of this Period (attach detailed schedule)	<u>\$0.00</u>
Subtotal	<u>\$35,227.56</u>
Less: Amount of Previous Payments	<u>\$0.00</u>
BALANCE DUE THIS PAYMENT	<u>\$35,227.56</u>

Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amount shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or materials supplied in full accordance with the requirements of the referenced contract, and or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and include the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received.

By: [Signature] APPROVED FOR PAYMENT:
Contractor MCGIFFERT AND ASSOCIATES, LLC

Title President Date 12/16/2013

By: [Signature]
Date: 12/23/13



NUMBER	DATE	PROJECT NUMBER	APPROVED
3	12/23/2013	093124	DAH
			WA

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

Work Completed 4/1/13 Thru 12/8/13

Carroll's Creek Water Authority
14462 Firehouse Road
Northport, AL 35475

Re: Old Jasper Road Over Gin Branch
Water Main Replacement
TCP 63-19-09

• Preliminary Engineering		\$ 1,200.00	
• Engineering Design (100% of \$6,900.00)		\$ 6,900.00	
• Additional Engineering Services (2nd Construction Contact)			
Senior Project Manager/Principal, 2.00 hrs. @ \$150/hr.		\$ 300.00	
Engineer, 14.50 hrs. @ \$110.00/hr.		\$ 1,595.00	
		\$ 1,895.00	\$ 1,895.00
• <u>Resident Observation</u>			
<i>Work Completed thru 5/6/12</i>			
Construction Technician, 15.00 hrs. @ \$94.00/hr.		\$ 1,410.00	
<i>Work Completed 5/7/12 thru 3/31/13</i>			
Construction Technician, 22.00 hrs. @ \$94.00/hr.		\$ 2,068.00	
<i>Work Completed 4/1/13 Thru 12/8/13</i>			
Senior Project Manager/Principal, 11.25 hrs. @ \$150/hr.		\$ 1,687.50	
Construction Technician, 37.75 hrs. @ \$94.00/hr.		\$ 3,548.50	
		\$ 8,714.00	\$ 8,714.00
• Construction Contract Management (100% of \$800.00)		\$ 800.00	
• Legal Advertisements and Other Expenses		\$ 1,417.93	
	Sub-Total	\$ 20,926.93	
	Less Previous Statement	\$ (9,218.00)	
	Total Amount Due	\$ 11,708.93	

K:\wpdata\Bills\2013\12-December 2013\CCWA-Old Jasper Road.xls

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

**Carroll's Creek Water Authority
14462 Firehouse Road
Northport, AL 35475**

December 23, 2013

Mr. Bobby Hagler, County Engineer
Attn: Mr. Mike Henderson
Tuscaloosa County Public Works
2810 35th Street
Tuscaloosa, AL 35401

Re: Bridge Replacement on Dobbs Road over Thornton Creek
Water Main Replacement
TCP 63-02-12

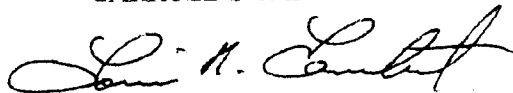
Dear Mr. Hagler:

Please find attached the invoice approved and paid by Carroll's Creek Water Authority for the project.
We request reimbursement at this time for the amount as shown:

- McGiffert and Associates, LLC No. 2 \$ 446.50

Yours truly,

CARROLL'S CREEK WATER AUTHORITY



Louis N. Lambert, Chairman

Attachment

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File: 12-23b-13/letters

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



NUMBER	DATE	PROJECT NUMBER	APPROVED
2	12/23/2013	133000	<i>[Signature]</i>
			<i>[Signature]</i>

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

Work Completed 9/23/13 Thru 11/24/13

Carroll's Creek Water Authority
 14462 Firehouse Road
 Northport, AL 35475

Re: Bridge Replacement on Dobbs Road over Thornton Creek
 Water Main Relocation
 TCP 63-02-12

- Easement Survey, Plat, Description and Negotiations
 Engineer Technician, 4.75 hrs @ \$94.00/hr

\$ 446.50

Total Amount Due \$ 446.50

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ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.



NUMBER	DATE	PROJECT NUMBER	APPROVED
1	12/30/13	132596	JD/DDM <i>[Signature]</i>

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

Work Completed Thru 12/22/13

Tuscaloosa County Commission
 c/o Tuscaloosa County Engineering Department
 2810 35th St
 Tuscaloosa, AL 35401

Attn: Mr. Bobby Hagler, PE

Re: Old Birmingham Highway Widening/Resurfacing
 (ATRIP Project Nos. 63-05-39 & 63-05-58)

Description	Hours	Rate	Sub-Total	Amount
<u>ENGINEERING & RELATED SERVICES</u>				
<u>Article 2C2.02(2): Field Data Surveys for Design</u>				
Professional Land Surveyor	11.00	\$ 110.00	\$ 1,210.00	
Land Surveyor Technician	4.50	\$ 90.00	\$ 405.00	
Field Survey Crew	25.50	\$ 155.00	\$ 3,952.50	
Computer/CADD Technician III	32.50	\$ 90.00	\$ 2,925.00	
			\$ 8,492.50	\$ 8,492.50
<u>Article 2C2.02(3): ALDOT Coordination</u>				
Project Manager/Professional Engineer	8.00	\$ 110.00	\$ 880.00	
Engineer	26.50	\$ 90.00	\$ 2,385.00	
Computer/CADD Technician III	14.50	\$ 90.00	\$ 1,305.00	
			\$ 4,570.00	\$ 4,570.00
			Total Amount Due	\$ 13,062.50

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ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

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

WILLIAM R. BURK, JR., 1912-1986

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



OVER 100 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

November 30, 2013

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

RE: Holman Church Road Bridge Replacement
Client Number 252
Invoice # 8
BKI Job No. Tu.13.013-01

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

PAYMENT REQUEST NO. 8

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$57,500.00	96%	\$ 55,000.00	\$ 2,500.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,950.00	50%	\$ 11,466.00	\$ -
	<u>\$88,950.00</u>		<u>\$ 74,966.00</u>	<u>\$ 2,500.00</u>

PREVIOUSLY INVOICED: \$ (72,466.00)
AMOUNT DUE: \$ 2,500.00

BKI INVOICE: 53756
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RECEIVED

11/30/13
TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



BATON ROUGE • NEW ORLEANS • SHREVEPORT • MOBILE

TUSCALOOSA • BIRMINGHAM • OCEAN SPRINGS • JACKSON

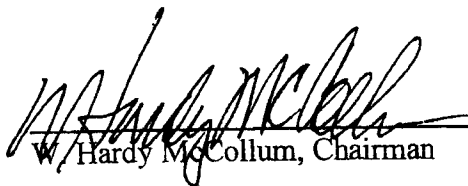
**RESOLUTION ACCEPTING STREETS IN
WATERFORD GARDENS PHASE 2
SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Waterford Gardens Phase 2 Subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

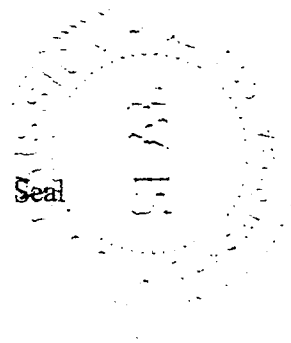
NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

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

Adopted this the 15th day of January, 2014, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator

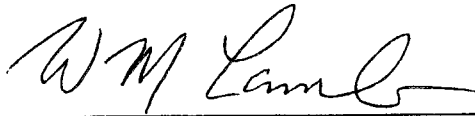


MONTH OF: **DECEMBER , 2013**

FUND	CHECK NUMBERS	AMOUNT	
001 GENERAL FUND	19048-19486	\$4,525,662.57	
SPECIAL SALES TAX			
112 ROAD & BRIDGE	5722-5898	\$1,122,052.79	
116 CAPITAL IMPROVEMENT			
117 RRR GAS TAX			
120 REAPPRAISAL	2270-2299	\$172,597.16	
160 COMMUNITY DEVELOP	1587	\$48,500.00	
710 PAYROLL-CHECKS	93553-93608	\$1,496,546.17	
	56790-57231	\$269,078.44	
	PAYROLL-DIR DEP	20899-21804	\$1,083,775.91
720 EXCESS LAND SALES			
730 FIDUCIARY			
750 PISTOL PERMIT	8068-8107	\$53,428.31	
780 E911	4928-4943	\$165,600.56	
781 GAS TAX BONDING			
783 GENERAL LIABILITY			
783 WORKMEN'S COMP	125	\$6,066.90	
783 HEALTH INSURANCE			
784 TAX COLL SPECIAL			
785 TAX ASSR SPECIAL			
786 MFG HOMES			
787 MOTOR VEH TRAINING			

\$8,943,308.81

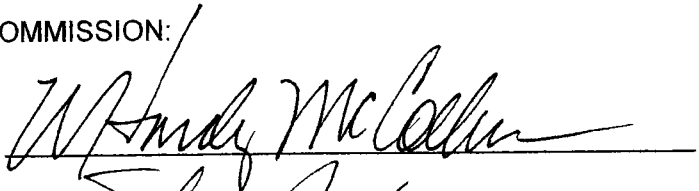
CHECKED BY:



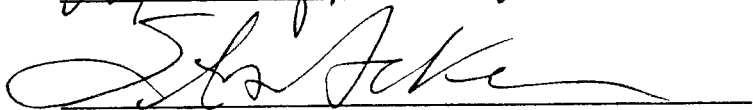
WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

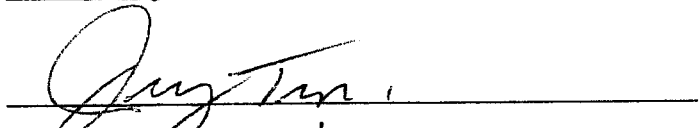
CHAIRMAN, W. HARDY MCCOLLUM



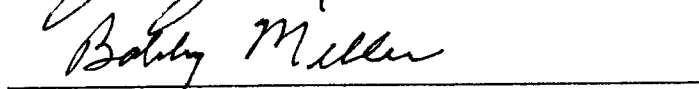
COMMISSIONER, STAN ACKER



COMMISSIONER, JERRY TINGLE



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



RESOLUTION 2013-108
RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NORTHPORT, THE NORTHPORT PLANNING AND ZONING
COMMISSION AND TUSCALOOSA COUNTY REGARDING RESPONSIBILITY
FOR REGULATION AND ENFORCEMENT OF THE DEVELOPMENT OF
SUBDIVISION IN THE TERRITORIAL JURISDICTION

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

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

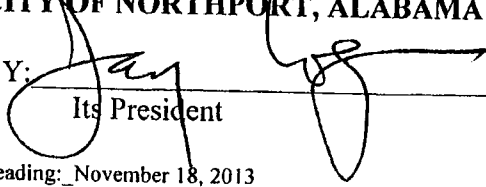
WHEREAS, the City of Northport, Tuscaloosa County and the Northport Planning and Zoning Commission desire to enter into a written agreement for the Northport Planning and Zoning Commission to continue the enforcement of development of subdivisions within the territorial jurisdiction of the City of Northport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

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

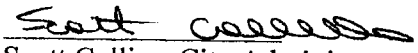
BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF NORTHPORT that Exhibit "A" is a map of the City territorial planning jurisdiction is hereby adopted by reference as if fully set out herein.

RESOLVED AND DONE this the 18th day of November, 2013.

CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA

BY: 
Its President

ATTEST:


Scott Collins, City Administrator

Reading: November 18, 2013
Motion by: Logan
Second by: Harper

MEMORANDUM

**TO: Mayor Bobby Herndon
City Council
Scott Collins, City Administrator**

FROM: Ron Davis

DATE: November 12, 2013

**RE: Resolution Authorizing Agreement between City of Northport, Northport
Planning & Zoning Commission and Tuscaloosa County**

Attached is a proposed Resolution and proposed Agreement between the City of Northport, Tuscaloosa County and the Northport Planning and Zoning Commission. This Agreement is identical to an agreement entered into between the City of Tuscaloosa, Tuscaloosa County and the City of Tuscaloosa Planning and Zoning Commission.

In the past, the City of Northport had jurisdiction outside its City limits in its Planning Jurisdiction. State law removed this authority statewide unless the County and Municipality entered into an Agreement.

The attached Agreement restores the ability of the City of Northport to control the planning outside its City limits within its planning jurisdiction.

This Resolution is appropriate for vote by the City Council.

RLD/th
Enclosures

**AGREEMENT BETWEEN THE CITY OF NORTHPORT,
TUSCALOOSA COUNTY AND THE NORTHPORT PLANNING
AND ZONING COMMISSION REGARDING THE RESPONSIBILITY FOR
THE REGULATION AND ENFORCEMENT OF THE DEVELOPMENT
OF SUBDIVISIONS WITHIN THE TERRITORIAL JURISDICTION
OF THE NORTHPORT PLANNING AND ZONING COMMISSION**

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

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

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

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

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

SECTION 1. TERRITORIAL PLANNING JURISDICTIONS

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

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

the territorial Planning Jurisdiction in areas outside of the corporate limits of the City.

SECTION 2. JURISDICTION OVER PLANNED URBAN DEVELOPMENTS

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

SECTION 3. EFFECTIVE DATE

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

SECTION 4. MISCELLANEOUS CLAUSES

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

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

company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.

F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

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

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

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

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

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

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further

agreement in writing, properly executed by all of the parties.

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

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

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

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

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

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

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

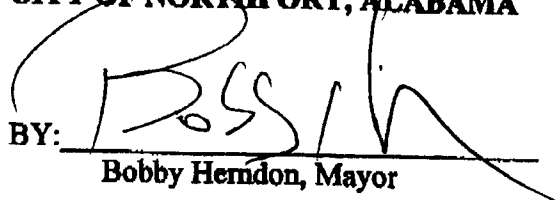
Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof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

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

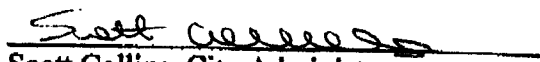
Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions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

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

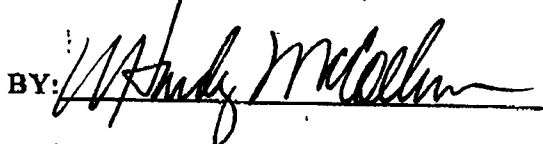
CITY OF NORTHPORT, ALABAMA

BY: 
Bobby Herndon, Mayor

Attest:


Scott Collins, City Administrator

TUSCALOOSA COUNTY, ALABAMA

BY: 

Attest:



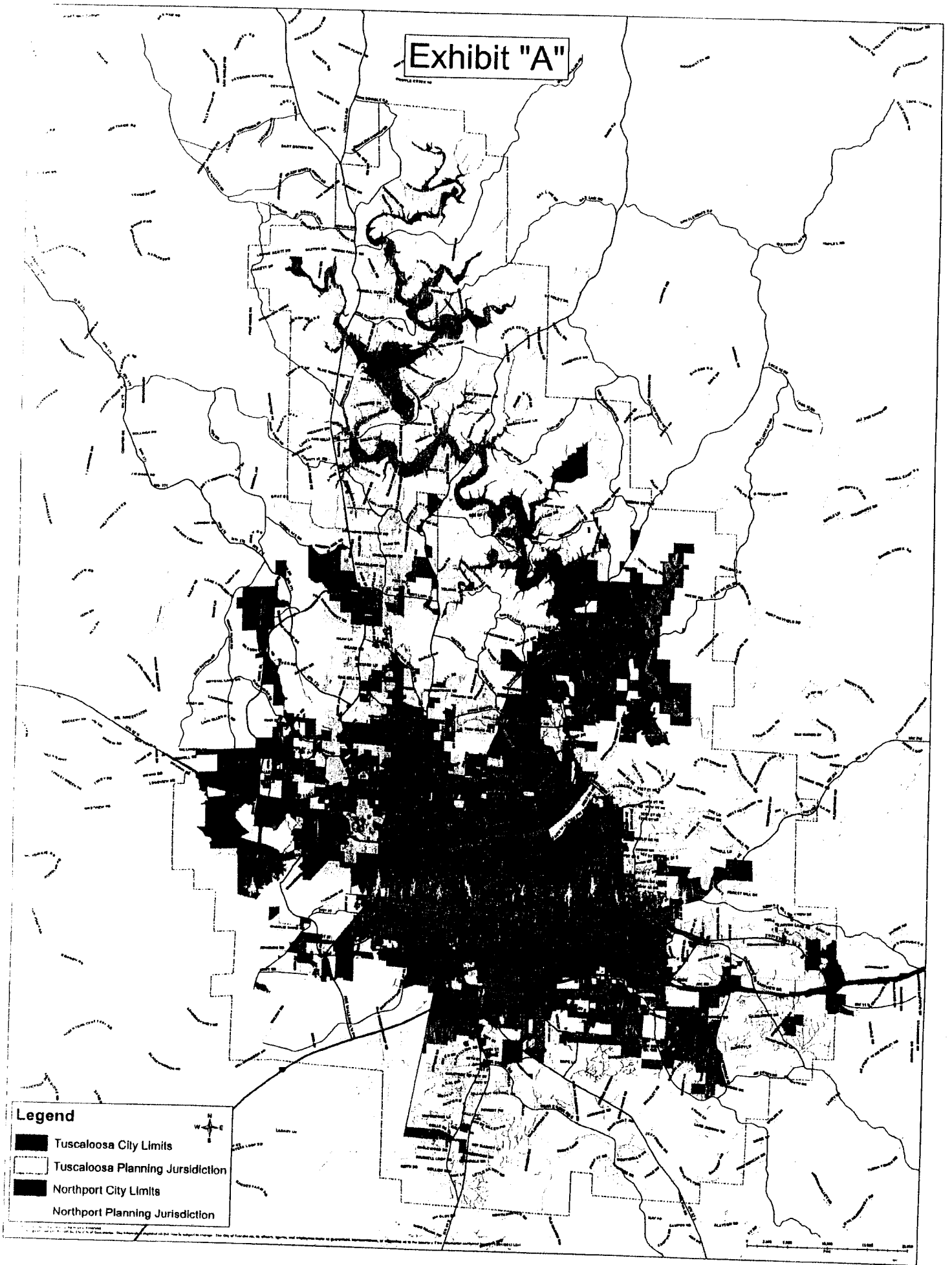
NORTHPORT PLANNING AND ZONING COMMISSION

BY: _____

Attest:

:

Exhibit "A"



Tuscaloosa County Park and Recreation

P. O. Box 2496

Tuscaloosa, AL 35403

(205) 562- 3220 FAX (205) 562-3224

Invoice

<i>Date</i>	<i>Invoice No.</i>
12/20/2013	5277

BILL TO:
Tuscaloosa County Commission ATTN: Bill Lamb

<i>Terms</i>	<i>P. O. No.</i>
Net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	District 2 Special Appropriation-Abernant Park	4,877.00	4,877.00
	<i>see attached</i>		
	<i>If payment has been made, please contact the Accounting Dept. at 562-3220. Thank you!</i>		
		Total	\$4,877.00

**A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE ADDED TO ALL INVOICES NOT PAID
WITHIN 30 DAYS OF INVOICE DATE.**

Please remit to: Tuscaloosa County Park & Recreation Authority
P. O. Box 2496
Tuscaloosa , AL 35403
(Include Invoice Number with each payment)

THIS INSTRUMENT PREPARED WITHOUT
BENEFIT OF SURVEY BY:
Elizabeth S. Gordon
ROSEN HARWOOD, P.A.
2200 Jack Warner Parkway
Suite 200 (35401)
P.O. Box 2727
Tuscaloosa, Alabama 35403
(205) 344-5000

**NO TAX
COLLECTED**

2013 21936
Recorded in the Above
DEED Book & Page
12-20-2013 10:40:02 AM
Source Of Title: DEED 773 / 796
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA) Source of Title: Deed Book 773 at Page 796

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **RITA COLSON**, an unmarried woman, (herein referred to as "Grantor") does hereby remise, release, and forever quit claim unto **TUSCALOOSA COUNTY**, a political subdivision of the State of Alabama (herein referred to as "Grantee"), all of her right, title and interest in and to the following real estate situated in Tuscaloosa County, Alabama, and more particularly described as follows:

All that part of Lot 13 of the Gabnay Survey of the NW ¼ and NE ¼ of the NE ¼ of Section 29, Township 20, Range 7 West that lies North and West of the old Birmingham & Tuscaloosa Highway, Surface rights only, beginning at the South corner, thence North 30 feet, thence East 130 feet, thence South 15 feet, thence West to starting point.

Any interest conveyed to Rita Colson in and to the part of Lot 14 of the Gabnay Survey of the NW ¼ and NE ¼ of the NE ¼ of Section 29, Township 20, Range 7 West that lies North and West of the old Birmingham & Tuscaloosa Highway by Deed recorded in Deed Book 773, Page 796.

This conveyance is made subject to all covenants, restrictions, reservations, easements and rights-of-way of record.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said GRANTEE, its heirs, personal representatives, successors, and assigns forever.

Hwy 216

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set her hand and seal on this the 17 day of December, 2013.

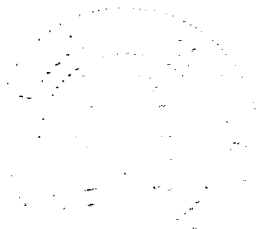
Rita Colson
RITA COLSON

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Rita Colson**, whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 17th day of December, 2013.



Nicole A. Yardrough (Nicole A. Yardrough)
NOTARY PUBLIC
My Commission Expires: 10-17-15

2013 21937	
Recorded in the Above	
DEED Book & Page	
12-20-2013 10:40:02 AM	
Source Of Title: DEED 773 / 796	
W. Hardy McCollum - Probate Judge	
Tuscaloosa County, Alabama	
Book/Pa: 2013/21936	
Term/Cashier: SCAN1 / Klatner	
Tran: 11697.731751.924228	
Recorded: 12-20-2013 10:40:26	
NTX NO TAX COLLECTED	0.00
PJF Probate Judge Fee	2.00
REG Recording Fee	6.00
SOT Source of Title	1.00
Total Fees: \$ 9.00	