

TUSCALOOSA COUNTY COMMISSION
MEETING
MARCH 2, 2016

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
Mark Nelson
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to levy county license fees for alcoholic beverages for fiscal year 2016-2017 in the amounts shown in the exhibit as attached.

Exhibit 3-1, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss appointments to the E911 Board.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a request from the People Against a Littered State on behalf of Alpha Phi Alpha fraternity to adopt a mile of Fosters Ferry Road.

Exhibit 3-2, Pages

Commissioner Mark Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission by Lonely Oaks Subdivision.

Exhibit 3-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Mark Nelson, the County Commission voted unanimously to declare the following items as surplus and send them to the next regularly scheduled auction:

2008 Ford Ranger VIN# 1FTYR14UX8PB01321 MILEAGE: 132882
(wrecked)
2005 Chevy Blazer VIN# 1GNCS13X05K121717 MILEAGE: 111315
2005 Chevy Blazer VIN# 1GNCS13X25K116499 MILEAGE: 93607
2007 325DL CAT. Track hoe VIN# A3R00959 HOURS: 4283
2006 1085D Badger VIN# 060401 HOURS: 2486 (bad
transmission)
Old shop Corgie S.N.930007527553 tire machine
Old pony motor off water truck 225
2009 Ford F250 4X4 VIN# 1FTSX21R59EA61714 MILEAGE: 170500

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the Engineering Department to purchase of right-of-way on Malone Creek Road as part of the ATRIP project.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to remove 15712 Highway 69 North from the public nuisance/demo list. Property has been demolished and cleared.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to enter into an agreement with ALDOT to do a 70/30 cost share on the installation of two solar-powered caution lights at the intersection of Highway 43 and Shiver DeFreeze Road.

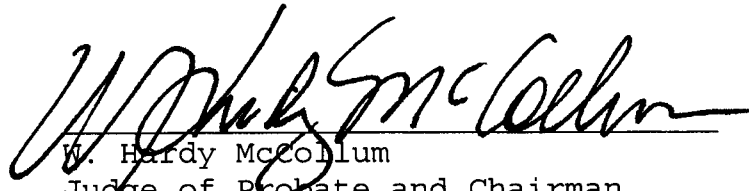
Exhibit 3-4, Pages

The Commission retired into Executive Session.


Following Executive Session, Chairman W. Hardy McCollum called the Commission back to order.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark Nelson, the County Commission voted unanimously to appoint Commissioner Stan Acker to the unexpired term on the E911 Board.

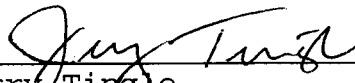
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 23, 2016.



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



Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV



**Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division**

2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 23, 2016

MEMORANDUM

To: All Wet County Commissions
From: Summer Childers
Licensing and Compliance Division Director
Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2016-2017, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 22, 2016**. This form must be signed by an authorized county official. Please return your completed document to McKenzie.Reed@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: M. L. Umas
County: Tuscaloosa

EX 3-1

****NO CHANGE****

COUNTY (63) TUSCALOOSA 2016-2017

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00			
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00			
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00			
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00			
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00			
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00			
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00			
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00			
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00			
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00			
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00			
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00			
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00			
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00			
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00			
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00			
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00			
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00			
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00			
200 - MANUFACTURER	\$ 50.00	\$500.00			
**					
210 - IMPORTER	\$ 50.00	\$500.00			
**					
220 - BREWPUB	\$ 50.00	\$1,000.00			
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00			
240 - NON-PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

NO CHANGE

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: Marky McCallum Chairman
 Authorized County Official Title

3-2-16
 Date

Ex 3-1



"Working Together for an Unlittered Alabama"

February 16, 2016

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

Re: Adopt-A-Mile Application for
Alpha Phi Alpha Fraternity, Inc.,
Epsilon Nu Chapter

Dear Mr. Hagler:

I am enclosing an application for the adoption of a mile of county road in your area. Please sign in the designated place and forward to the chairman of your county commission for his/her signature. Upon completion of both of these signatures, please return to me in the enclosed stamped self-addressed envelope so that I may continue to pursue the application.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret H. McElroy".

Margaret H. McElroy
State Coordinator
Adopt-A-Mile Program

RECEIVED

FEB 18 2016

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

340 North Hull Street • Montgomery, AL 36104 • (334) 263-7737

EX 3-2

Margaret McElroy

From: "Alabama PALS" <no-reply@alpals.org>
To: <Margaret@alpals.org>
Cc: <cromartie_michael@yahoo.com>
Sent: Tuesday, February 02, 2016 11:21 AM
Subject: Alabama PALS: Adopt-a-Mile Program (County Road) Form



County Adopt-a-Mile Application for County Road Adoption

The following form was completed online requesting to adopt a mile of County Road and has been submitted to the Alabama PALS office for processing.

Date/Time Submitted:	02/02/2016 11:02:51 AM
County	Tuscaloosa
First Name	Michael
Last Name	Cromartie
Email	cromartie_michael@yahoo.com
Participating Organization	Alpha Phi Alpha Fraternity, Inc., Epsilon Nu Chapter
Mailing Address	5501 Old Montgomery Hwy
Mailing City	Tuscaloosa
Mailing State	AL
Mailing Zip	35405
Phone	678-651-3308
Email	cromartie_michael@yahoo.com

Road section(s) you propose to adopt:
(minimum of one mile)

County Road Number	16
Milepost Number	5
to Milepost Number	5
County Road Number	16
Milepost Number	5
to Milepost Number	5

I authorize the use of the typed name below as an electronic signature

Electronic Signature Michael Cromartie

Recommended for Approval: _____
County Engineer

Recommended for Approval: _____
Chairman, County Commission

2/16/2016

Approved:

(District Engineer, Alabama Dept. of Transportation)

EX-3-2

2/16/2016

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

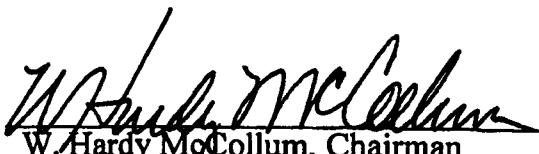
**Lonely Oak Subdivision
Resurvey of Lot 1**

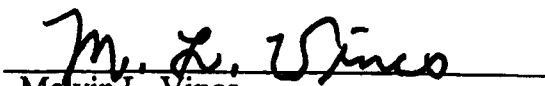
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

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

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

Approved and accepted at our regularly scheduled meeting on this the 2nd day of March, 2016.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 3-3



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION
WEST CENTRAL REGION

2715 East Skyland Boulevard
P.O. Box 70070, Tuscaloosa, Alabama 35407
Telephone: 205-553-7030
Fax: 205-556-0900



John R. Cooper
Transportation Director

February 18, 2016

Allan Springer
Tuscaloosa County
Assistant County Engineer
2810 35th Street
Tuscaloosa, AL 35401

Re: Advanced Intersection Warning Flasher Agreement
US 43 at Shiver De Freeze Road
Tuscaloosa County

Dear Mr. Springer:

Attached is an agreement for two advanced intersection warning flashers at the above referenced location. The agreement is for the installation, operation, and maintenance of the advanced intersection warning flashers on US 43 at Shiver De Freeze Road.

Please complete and execute the agreement where indicated and attach resolutions/minutes indicating agreement and return to this office for further handling. Complete the following items on the agreement before returning to this office:

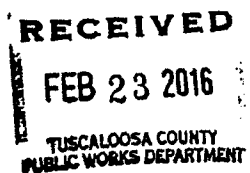
- Attach resolution/minutes indicating agreement
- Page 1 – Resolution Number/Minutes, Date, Maintaining Agency
- Page 6 – Legal Name of Maintaining Agency, Authorized Signature, Attest

If you need any additional information, please do not hesitate to contact Tim Bunger (205) 554-3205.

Sincerely,

Timothy J. Bunger, P.E.
Traffic Engineer

TJB/rtf
Pc: File



EX.3-4

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: WCR - Tuscaloosa County: TUSCALOOSA

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) 3-2-2016 attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the Tuscaloosa County Commission (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <u>Adv. Intersection Warning Flashers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *(Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed)* NOTE – if more space is needed, please use continuation sheets.

US 43 @ Shiver De Freeze Road [A, D, & E]

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY 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

Ex 3-4

MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (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.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY 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 (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. 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.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the 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 and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated

hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. 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 MAINTAINING AGENCY. 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. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. 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.
11. 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 or Constitutional Provision or Amendment, then the conflicting provision in this 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.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 - 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE - If more space is needed, please use continuation sheets.

US 43 @ Shiver De Freeze Road (2 - 2 Sec, 12" yellow balls)

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input checked="" type="checkbox"/> Other: ADVANCED INTERSECTION WARNING		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
FLASHERS		<input type="checkbox"/> Other: _____	
		SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO	

13. In the event the work to be accomplished is 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 SYSTEM check-box for YES marked 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 STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

Ex 3-4

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

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 Region Engineer.

(Seal of OWNER)

Tuscaloosa County Commission
Legal Name of MAINTAINING AGENCY

Attest: Amanda Manors
(Seal or notary signature)

By: [Signature]
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

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: _____
Region Engineer Signature

RECORDED:

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

Ex 3-4