

TUSCALOOSA COUNTY COMMISSION
MEETING
JUNE 27, 2018

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 C. Nelson
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a funding increase for Metro Animal Shelter renovations in the amount of \$71,506.00.

Chairman W. Hardy McCollum presented Tuscaloosa County Sheriff's Office Deputy David Sheffield a twenty-five year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve an agreement with ALDOT to upgrade traffic signals on Highway 43 and Highway 69.

Exhibit 6-1, Pages

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Selman Estates, resurvey of lots 1 & 2 in District I.

Exhibit 6-2, Page

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Rebekah's View Second Addition in District I.

Exhibit 6-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission and the waiver request for Million Dollar Lake #10, resurvey of lot 5 in District II.

Exhibit 6-4, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a Subdivision Regulation Waiver Request to April Sound, resurvey of lots 1 & 2 in District I.

Exhibit 6-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for May 2018.

Exhibit 6-6, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to remove 6321 63rd Ave. and 3527 29th St. from the Public Nuisance list. Both structures have been demolished.

Upon request by County Attorney Robert Spence, Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss pending litigation.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the "Insolvents, Errors and Taxes in Litigation for 2017 and Uncollected Insolvents and Taxes in Litigation for Previous Years" report, as prepared by Tax Collector Peyton Cochrane.

Exhibit 6-7, Page

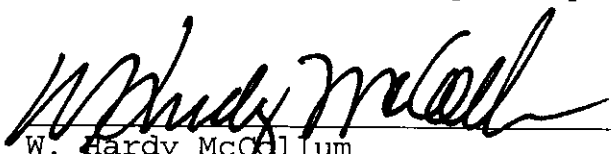
Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to accept and award the bid received from Audio Video Excellence, Inc. for a/v equipment in the Commission Chambers.

Exhibit 6-8, Pages


The Commission retired into Executive Session.

Following Executive Session, Chairman W. Hardy McCollum adjourned the meeting.

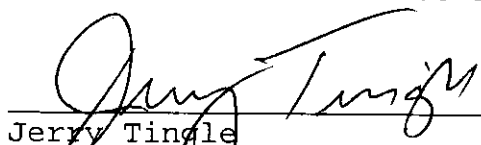
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 11, 2018.



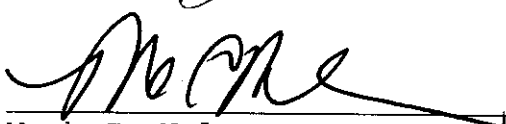
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



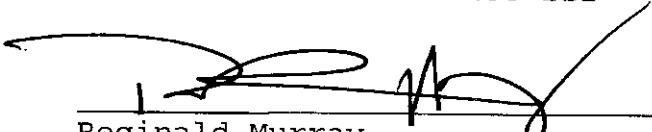
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

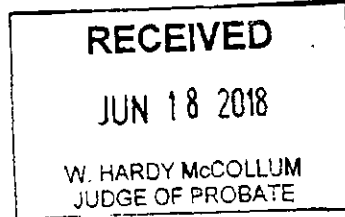
WEST CENTRAL REGION
2715 East Skyland Boulevard
Tuscaloosa, Alabama 35405
Telephone: 205-553-7030
Fax: 205-556-0900



John R. Cooper
Transportation Director

June 14, 2018

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



Re: Traffic Signal Agreement
US-43 Corridor
Tuscaloosa County

Dear Mr. McCollum:

ALDOT is in the process of upgrading the traffic signals at the intersections along US-43 causing a need for a new agreement, see attached. The upgrades are being done at no cost to Tuscaloosa County. Please notify the power company of the upgrades as LED signal heads may lower the County's power bill. Depending on existing condition, below is list of upgrades:

- New LED signal heads
- Upgrading controller cabinets
- Upgrading controller
- Replacing wires
- Raising signal heads
- Replacing pedestrian heads and push buttons

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

- Page 1 – Resolution Number, Date and Maintaining Agency
- Page 6 – Legal Name of Maintaining Agency, Authorized Signature and Attest

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

Sincerely,

Jonathan Mills, P.E.
Traffic Engineer

Pc: file

ALDOT West Central Region
2715 East Skyland Blvd Tuscaloosa, Alabama 35405

EX 6-1

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 *Number*
↓

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ 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 (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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input 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 @ CR-38/Northside Rd [B & E], Roadway Lighting [D& E]
- US-43 @ Tierce Patton Rd/Lakeland Hills Dr [B & E], Roadway Lighting [D& E]

1. 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 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.

EX 6-1

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.

EX 6-1

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.

EX 6-1

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.

SEE ATTACHED PAGE

| TYPE OF SIGNAL | | CONTROLLER | |
|---|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Traffic Control | <input type="checkbox"/> Pedestrian Control | Make: SIEMENS | Model #: m52 |
| <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 type="checkbox"/> Other: _____ | | <input type="checkbox"/> Full Actuated | <input type="checkbox"/> Eight Phase |
| | | <input type="checkbox"/> Other: _____ | |
| | | SYSTEM <input type="checkbox"/> YES <input checked="" 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.
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.

Ex 6-1

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
Legal Name of MAINTAINING AGENCY

By: [Signature]
Authorized Signature for MAINTAINING AGENCY

Sign Here

Sign Here

Attest: [Signature]
(Seal or notary signature)

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:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

EX6-1

US-43 SIGNAL LOCATIONS

- US-43 @ CR-38/Northside Rd [B & E], Roadway Lighting [D & E]
- US-43 @ Tierce Patton Rd/Lakeland Hills Dr [B & E], Roadway Lighting [D & E]

US-43 SIGNAL HEADS

US-43 @ CR-38/Northside Rd – SIEMENS m52

- 8 – 3 Sec, 12" LED, red/yellow/green ball
- 2 – 4 Sec, 12" LED, red/yellow/flashing-yellow/green left arrow
- 3 – Luminaire Heads

US-43 @ Tierce Patton Rd/Lakeland Hills Dr – SIEMENS m52

- 8 – 3 Sec, 12" LED, red/yellow/green ball
- 2 – 4 Sec, 12" LED, red/yellow/flashing-yellow/green left arrow
- 4 – Luminaire Heads

EX-6-1



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

WEST CENTRAL REGION
2715 East Skyland Boulevard
Tuscaloosa, Alabama 35405
Telephone: 205-553-7030
Fax: 205-556-0900



John R. Cooper
Transportation Director

June 14, 2018

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

Re: Traffic Signal Agreement
AL-69 Corridor
Tuscaloosa County

Dear Mr. McCollum:

ALDOT is in the process of upgrading the traffic signals at the intersections along AL-69 causing a need for a new agreement, see attached. The upgrades are being done at no cost to Tuscaloosa County. Please notify the power company of the upgrades as LED signal heads may lower the County's power bill. Depending on existing condition, below is list of upgrades:

- New LED signal heads
- Upgrading controller cabinets
- Upgrading controller
- Replacing wires
- Raising signal heads
- Replacing pedestrian heads and push buttons

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

- Page 1 – Resolution Number, Date and Maintaining Agency
- Page 6 – Legal Name of Maintaining Agency, Authorized Signature and Attest

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

Sincerely,

Jonathan Mills, P.E.
Traffic Engineer

Pc: file

ALDOT West Central Region
2715 East Skyland Blvd Tuscaloosa, Alabama 35405

EX-6-1

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**

Number
↓

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ 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 (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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input 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.

- AL-69 @ Hillcrest School Rd [B & E], Roadway Lighting [D& E]
- AL-69 @ Patriot Pkwy [B & E], Roadway Lighting [D& E]
- AL-69 @ Bobby Miller Pkwy/Southview Ln [B & E], Roadway Lighting [D& E]

1. 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 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.

Exb-1

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.

EXC 6-1

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.

EX 6-1

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.

EX-1

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.

SEE ATTACHED SHEET

| TYPE OF SIGNAL | | CONTROLLER | |
|---|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Traffic Control | <input type="checkbox"/> Pedestrian Control | Make: SIEMENS | Model #: m62 |
| <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 type="checkbox"/> Other: _____ | | <input type="checkbox"/> Full Actuated | <input type="checkbox"/> Eight Phase |
| | | <input type="checkbox"/> Other: _____ | |
| | | SYSTEM <input checked="" 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.
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.

EX6-1

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)

Seal

Attest: Mr. R. Jones
(Seal or notary signature)

Tuscaloosa County
Legal Name of MAINTAINING AGENCY

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)

EA6-1

AL-69 SIGNAL LOCATIONS

- AL-69 @ Hillcrest School Rd [B & E], Roadway Lighting [D & E]
- AL-69 @ Patriot Pkwy [B & E], Roadway Lighting [D & E]
- AL-69 @ Bobby Miller Pkwy/Southview Ln [B & E], Roadway Lighting [D & E]

AL-69 SIGNAL HEADS

AL-69 @ Hillcrest School Rd – SIEMENS m62

- 10 – 3 Sec, 12" LED, red/yellow/green ball
- 4 – 4 Sec, 12" LED, red/yellow/flashing-yellow/green left arrow
- 4 – Luminaire Heads

AL-69 @ Patriot Pkwy – SIEMENS m62

- 9 – 3 Sec, 12" LED, red/yellow/green ball
- 5 – 3 Sec, 12" LED, red/yellow/green left arrow
- 1 – 4 Sec, 12" LED, red/yellow/green ball, green left arrow
- 1 – 4 Sec, 12" LED, red/yellow/flashing-yellow/green left arrow
- 4 – Luminaire Heads

AL-69 @ Bobby Miller Pkwy/Southview Ln – SIEMENS m62

- 10 – 3 Sec, 12" LED, red/yellow/green ball
- 4 – 4 Sec, 12" LED, red/yellow/flashing-yellow/green left arrow
- 4 – Luminaire Heads

Ex 6-1

MONTH OF: **MAY , 2018**

| FUND | CHECK NUMBERS | AMOUNT |
|-------------------------|---------------|----------------|
| 001 GENERAL FUND | 37190-37655 | \$4,420,081.67 |
| SPECIAL SALES TAX | 72 | \$1,000,000.00 |
| 112 ROAD & BRIDGE | 11783-11970 | \$1,397,609.82 |
| 116 CAPITAL IMPROVEMENT | | |
| 117 RRR GAS TAX | | |
| 120 REAPPRAISAL | 3358-3380 | \$1,513,745.31 |
| 160 COMMUNITY DEVELOP | 1789 | \$54,464.03 |
| 710 PAYROLL-CHECKS | 96020-96059 | \$1,598,375.28 |
| | 63778-63836 | \$57,066.23 |
| PAYROLL-DIR DEP | 5104-6007 | \$1,196,802.27 |
| 720 EXCESS LAND SALES | 454 | \$53.23 |
| 730 FIDUCIARY | | |
| 750 PISTOL PERMIT | 10517-10567 | \$33,268.75 |
| 780 E911 | 6274-6329 | \$1,146,725.07 |
| 781 GAS TAX BONDING | | |
| 783 GENERAL LIABILITY | | |
| 783 WORKMEN'S COMP | 176 | \$12,098.84 |
| 783 HEALTH INSURANCE | 10 | \$309.00 |
| 784 TAX COLL SPECIAL | | |
| 785 TAX ASSR SPECIAL | | |
| 786 MFG HOMES | | |
| 787 MOTOR VEH TRAINING | | |

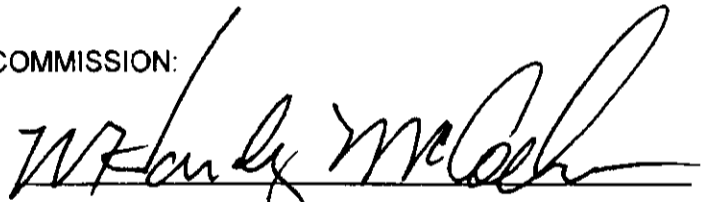
\$12,430,599.50

CHECKED BY: 

WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

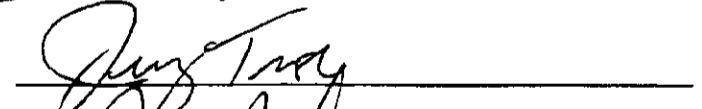
CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, STAN ACKER



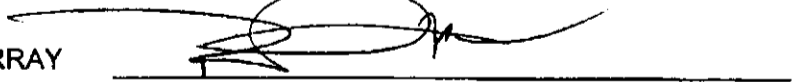
COMMISSIONER, JERRY TINGLE



COMMISSIONER, MARK C. NELSON



COMMISSIONER, REGINALD MURRAY



EX 6-1

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

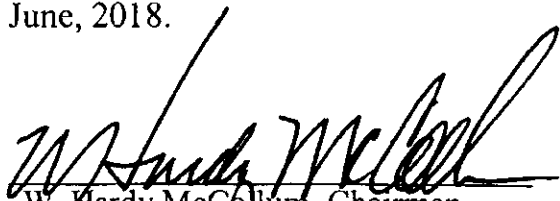
**Selman Estates
Resurvey of Lots 1 & 2**

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

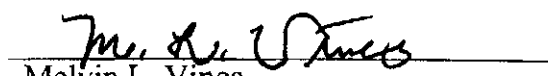
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

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 27th day of June, 2018.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

BY 6-2

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

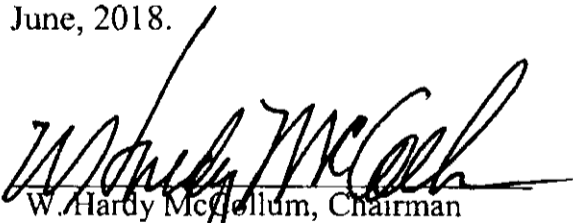
**Rebekah's View
Second Addition**

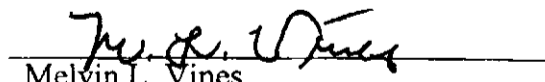
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

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 27th day of June, 2018.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX-6-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

Million Dollar Lake #10

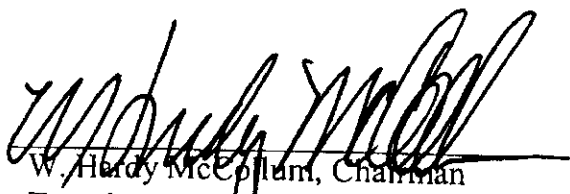
Resurvey of Lot 5

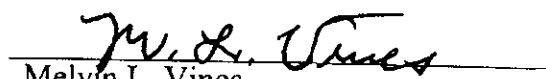
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

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 27th day of June, 2018.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 6-4



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT
2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600



Scott F. Anders, P.E.
County Engineer

Tracy M. Criss, P.E.
Assistant County Engineer

**Subdivision Wavier Request
Million Dollar Lake 10th Sector
Resurvey of Lot 5
Tuscaloosa County Commission
June 20, 2018**

Commission District: 2

Owner: Karen Walden

Engineer / Surveyor: Kenny Herring, PLS

Wavier Requested: Ms. Walden is requesting a waiver from the Tuscaloosa County Subdivision Regulations for the minimum setback lines.

Comments:

The owner of the property is wishing to resurvey lot 5 Million Dollar Lake 10th Sector and reduce the minimum setback line on the front of the lots from 30 feet to 20 feet, and wishes to reduce the side minimum setback from 10 feet to 5 feet. At this time there are two existing homes, One of the homes is built across the property line. The purpose of this survey is to move the common property line so that each existing home sits on a separate parcel of land.

The 2013 Subdivision Regulations state the following:

5-4-24 Minimum Setback Lines

The minimum interior building setbacks lines shall be defined as the following:

30 feet along and adjacent to the front property line of the lot (abutting the street).

- The owner wishes to reduce the front minimum building lines to 20 feet.

35 feet along and adjacent to the rear property line.

- The rear minimum building lines will remain 35 feet.

10 feet along and adjacent to both sides of the property line on each side (20 feet total).

- The owner wishes to reduce the side setback to 5 feet.

EX 6-4