

TUSCALOOSA COUNTY COMMISSION
MEETING
October 29, 2008

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to grant a waiver of Tuscaloosa County Subdivision Regulations for the existing mailboxes in the right-of-way in Ridgehaven Subdivision.

Exhibit 10-1, Pages 59-60

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the streets in the following subdivisions for maintenance by Tuscaloosa County:

Ridgehaven
Ridgehaven Phase One
The Gates at Ridgehaven Phase One

Exhibit 10-2, Pages 61-63

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution resolving to enter into an agreement with the Alabama Department of Transportation whereby the State and County agree to

cooperate in the grade, drain, base and pave for the additional lanes on County Road 85 (Buttermilk Road). This action is contingent upon the State of Alabama granting a permit to Tuscaloosa County to connect the county's new Duncanville Middle School Access Road to U.S. Highway 82 East.

Exhibit 10-3, Pages 64-66

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to execute a "Joint Funding Agreement Between the City of Tuscaloosa and Tuscaloosa County for a Feasibility Study Concerning the Oakdale Drainage Improvement Project".

Exhibit 10-4, Pages 67-73

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider approving a grant agreement with West Alabama Traffic Safety Program.

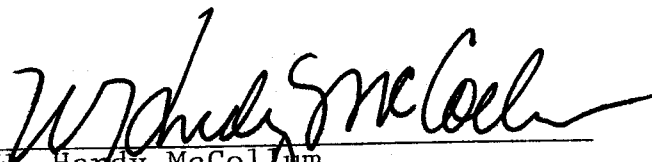
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into an agreement with West Alabama Traffic Safety Program whereby the Tuscaloosa County Sheriff's Department will receive a \$3,500.00 traffic enforcement grant to pay for overtime during major holiday time periods.

Exhibit 10-5, Pages 74-76

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt the 2008-2009 fiscal year budget as presented.

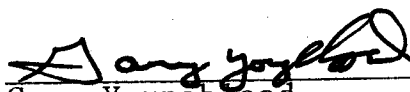
Exhibit 10-6, Page 77

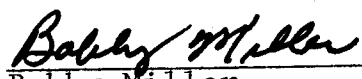
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, November 12, 2008.


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

ABSENT

Don Wallace
Commissioner - District I


Gary Youngblood
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV

EX-10-1

Ridgehaven Subdivision

Commission District: 3

Developer: Robert Spivey

Engineer / Surveyor: Rebecca Harbin-Adams (McGuire and Associates, Inc.)

Waiver Requested: 1. Waiver of any mailboxes that do not meet standards.

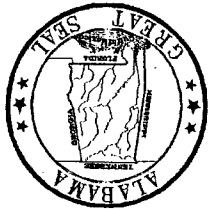
Date Plat(s) Recorded: January 29, 2003

Comments:

See attached photo

**Subdivision Waiver Request
Tuscaloosa County Commission
(for October 29, 2008)**

Bobby C. Hagler
County Engineer



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600

Allan D. Springer, Sr.
Assistant County Engineer





McGuire and Associates, Inc.

Consulting Engineers and Land Surveyors

Serving Alabama and Mississippi

October 14, 2008

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

Re: Ridgehaven

Dear Mr. Hagler:

The final layer of asphalt is complete at Ridgehaven and we are requesting the road be accepted for maintenance. Also, we are asking that you waive any mailboxes that may be in the right-of-way.

Should you have any questions regarding this request for waiver, please call me at (205) 752-5382.

Sincerely,

Rebecca Harbin-Adams
McGuire & Associates, Inc.

Cc: Mike Spivey

received
10/14/08

P.O. Box 2407 ♦ Tuscaloosa, Alabama 35403 ♦ 1050 Lurleen B. Wallace Blvd. S. ♦ Tuscaloosa, Alabama 35401
Phone 205-752-5382 ♦ Fax 205-752-9402 ♦ webpage www.mcguireengineering.com

2-01 X

**RESOLUTION ACCEPTING STREETS IN
RIDGEHAVEN**

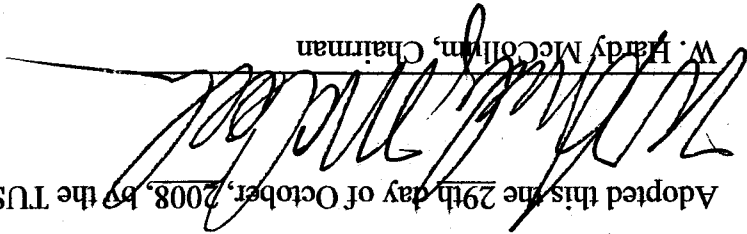
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in RIDGEHAVEN are completed in accordance with the Subdivision Regulations of the Tuscaloosa 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:

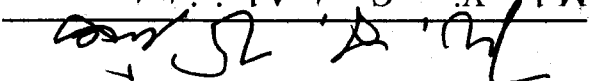
1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does 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 29th day of October, 2008, by the TUSCALOOSA COUNTY COMMISSION.

W. Hardy McColm, Chairman



Melvin Vines, County Administrator



Seal

10-2

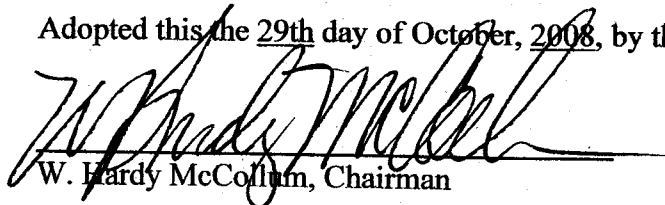
**RESOLUTION ACCEPTING STREETS IN
RIDGEHAVEN PHASE ONE**

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 RIDGEHAVEN PHASE ONE 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 accept 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 does 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 29th day of October, 2008, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator

Seal

2-01 XE

**RESOLUTION ACCEPTING STREETS IN
THE GATES AT RIDGEHAVEN PHASE ONE**

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 THE GATES AT RIDGEHAVEN PHASE ONE are

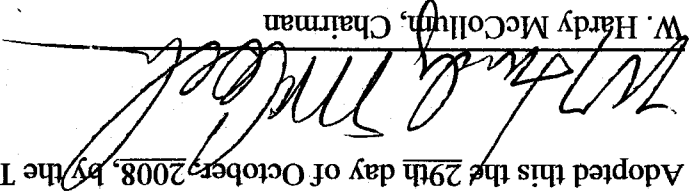
completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

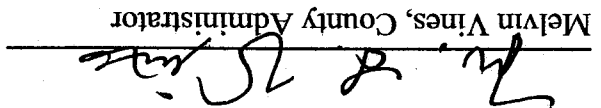
1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does 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 29th day of October, 2008, by the TUSCALOOSA COUNTY COMMISSION.

W. Hardy McCallum, Chairman



Melvin Vines, County Administrator



Seal

10-2

MAINTENANCE AGREEMENT

FEDERAL AID PROJECT
STPOA-9650 (600)
CR-85 (Buttermilk Rd.) Grade, Drain, Base & Pave:
From North of CR-37 @ Tuscaloosa City Limits
To 0.3 Mile North of I-59@ Interstate Lane
Tuscaloosa County

This agreement is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, (hereinafter the "STATE") and the County of Tuscaloosa, Alabama, (hereinafter the "COUNTY")

WITNESSETH

WHEREAS, the STATE and COUNTY desires to cooperate in the grade, drain, base, and pave for the additional lanes on Buttermilk Road.

WHEREAS, the STATE has identified the project as Project STPOA-9650 (600), (Tuscaloosa County) (hereinafter the "PROJECT")

WHEREAS, the STATE or its representative (hereinafter the "Contractor") will perform the grading, drainage, base, and paving of the PROJECT.

NOW, THEREFORE, the STATE and COUNTY hereto agree as follows:

1. This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
2. It is further agreed that all of the employees and officers of the STATE and the Contractor, including subcontractors and utility representatives, shall have ingress and egress at any and all times to the affected areas within the COUNTY Right-of-Way covered by this agreement.
3. A final inspection shall be made by the STATE after all work items have been completed.
4. Upon completion and acceptance of this project, the COUNTY will maintain all crossroads, service drives, or relocated roads on Buttermilk Road constructed or improved as part of the PROJECT that are not designated Federal or State Highways and that are in the jurisdiction of the County in accordance with the requirements of the Alabama Department of Transportation.

4-01 X

1. To the same and like extent as is applicable to the City and Tuscaloosa County, all meetings of the governing or controlling body or any committee or subcommittee thereof shall be open to the public when any issue or matter involving or relating directly or indirectly to this agreement is discussed or

As the City and Tuscaloosa County are utilizing public funds and/or other things of public value, use of City or County employees and/or equipment from the City and County pursuant to this agreement, all parties agree hereto:

Section 6. Open Meetings and Public Records

Time is of the essence for the performance of the respective obligations of each party to this agreement. If a time period is not stated, then a party shall perform as expeditiously as possible within a reasonable amount of time including obtaining such respective resolutions from each governing body as required assenting to the funding of this agreement

Section 5. Time

Should one party to this agreement fail to obtain approval of its governing body to fund this agreement, the remaining parties shall have the right to proceed with the funding of this agreement in such amounts or percentages as may be agreed upon. In the event one of the remaining parties does not wish to proceed with the agreement, the agreement shall be declared null and void and all parties are relieved of their respective obligations and any funds paid will be refunded accordingly.

Section 4. Termination

The City and Tuscaloosa County shall to agree to jointly expend an amount not to exceed \$39,985.00 for said study in the percentages and amounts as follows:

Tuscaloosa County: 33.3%	\$13,328.00
City of Tuscaloosa: 66.3%	\$26,657.00
	<u>\$39,985.00</u>

Section 3. Funding and Appropriation

required tasks associated with physical improvements include the potential for field testing, volume calculations, cost estimates, and reporting.

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considered and when there is any discussion or consideration of the use of public funds or things of value provided pursuant to this agreement.

2. Public Records. To the same and like extent as is applicable to the City or Tuscaloosa County pursuant to State law, all records, documents, letters, minutes, memoranda, etc., shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance of this agreement or the use of public funds or other things of value provided pursuant to this agreement.

Section 7. Notices

All notices provided herein or which need to be given in connection with the performance of any obligation or condition of this agreement shall be in writing and shall be delivered by personal delivery, certified mail, return receipt requested, overnight delivery to the following:

City of Tuscaloosa: Chad Christian
Tuscaloosa Department of Transportation
1000 28th Avenue
Tuscaloosa, Alabama 35401

Tuscaloosa County: Mike Henderson
Tuscaloosa County Public Works Department
2810 35th Street
Tuscaloosa, Alabama 35401

Section 8. Miscellaneous

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.

4-01 XE

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.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. 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.

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.

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.

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.

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.

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.

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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. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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.

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.

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.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

X-10-4

County Clerk

J. A. [Signature]

ATTEST:

County Commission Chairman

W. Hardy McCollum, Probate Judge and

By: [Signature]
TUSCALOOSA COUNTY

Tracy Croom, City Clerk

[Signature]

ATTEST:

Harrison Taylor, President Pro-Term

By: [Signature]

CITY OF TUSCALOOSA,
a municipal corporation

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

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.

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.

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.

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

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October 16, 2008

Sheriff Ron Abernathy
Tuscaloosa County Sheriff Department
714-1/2 Greensboro Avenue
Tuscaloosa, AL 35401

Dear Sheriff Abernathy:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **Three Thousand Five Hundred dollars (\$ 3,500.00)**. Enforcement objectives will be realized through funding of overtime salary + fringe to state and local enforcement agencies to implement a comprehensive traffic safety program with a focus on statistic data contributing to crashes by implementing stationary, mobile (DUI), speed, safety belt, and child restraint enforcement programs.

Traffic enforcement programs coupled with intense community education and an awareness campaign has been found to be the most effective combination to reduce the number of traffic crashes, injuries and fatalities in a defined region. The West Alabama Traffic Safety Program Project will be used as a supplement to regular basis.

West Alabama Traffic Safety Program and The Tuscaloosa County Sheriff Department, hereafter referred to as AGENCY, for 100% funded salary plus allowable fringe overtime traffic enforcement and traffic safety education funds not to exceed \$ 3,500.00, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 09-SP-PT-003 Project.**

Agency agrees to comply with all documentation procedures as outlined in the **Attached A** before reimbursement will be made by West Alabama Traffic Safety's Director.

The AGENCY agrees to appoint a traffic coordinator and alternates from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, required documentation of overtime hours, required reporting to West Alabama Traffic Director of overall project within their department.

All reimbursement statement, contact reports, and supporting documentation must be submitted to West Alabama Traffic Safety Director, on or before, the 15th of the month following the month of activities. Automatic suspension of funds, until documentation is received, will occur for those departments not meeting this deadline.

The Enforcement Committee will meet monthly beginning October 1, 2008, on or before the last day of the month at 10:00 A.M. at a location chosen by West Alabama Traffic Safety's Director. The dates of the meetings will be chosen by the Law Enforcement committees.

TUSCALOOSA COUNTY COMMISSION
BUDGET FYE 9-30-2008

FUND	08 BUDGET	09 BUDGET	TOTAL
001 GENERAL	\$48,953,300.00	\$51,579,500.00	
112 ROAD & BRIDGE	\$18,209,044.00	\$17,665,044.00	
116 CAPITAL IMPROVEMENT	\$520,000.00	\$550,000.00	
117 RRR GAS TAX	\$2,555,000.00	\$2,555,000.00	
120 REAPPRAISAL	\$3,249,735.00	\$3,235,145.00	
160 COMM DEVELOP	\$300,000.00	\$3,000,000.00	
301 DEBT SERVICE	\$1,810,174.00	\$912,410.00	
720 EXCESS LAND	\$7,500.00	\$7,500.00	
730 FIDUCIARY	\$500.00	\$500.00	
750 PISTOL PERMIT	\$225,500.00	\$225,500.00	
755 UNCLAIM WITNESS	\$100.00	\$100.00	
761 DA WORTH CK	\$602,166.00	\$500,000.00	
780 E911	\$886,700.00	\$922,600.00	
781 GAS TAX BOND	\$4,600.00	\$4,600.00	
783 INSURANCE	\$4,687,000.00	\$4,787,000.00	
784 TAX COLL SPEC	\$7,100.00	\$7,100.00	
785 TAX ASSR SPEC	\$7,100.00	\$7,100.00	
786 MFG HOMES TRUST	\$4,000.00	\$4,000.00	
787 MOTOR VEH SPEC TRAIN	\$5,000.00	\$5,000.00	
	<u>\$82,034,519.00</u>	<u>\$85,968,099.00</u>	

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