

TUSCALOOSA COUNTY COMMISSION
MEETING
November 12, 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:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of \$56,972.94 to Mitchell Water System, Inc. for the relocation of a water main on Duncanville Middle School Road.

Exhibit 11-1, Pages 81-82

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of \$23,909.76 to GFC Construction, Inc. and payment of \$5,840.60 to McGiffert and Associates, LLC for relocation of a water line associated with the Short Street Construction Project.

Exhibit 11-2, Pages 83-84

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to enter into an "Agreement for Grading and/or Landscaping on Right-of-Way" with the Alabama Department of Transportation. This is a cooperative agreement between ALDOT and Tuscaloosa County to provide sight distance and construct a right turn lane on U.S. Hwy 82E at the intersection of the new Duncanville Middle School Road.

Exhibit 11-3, Pages 85-89

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to declare six (6) vehicles from the Sheriff's Office as surplus property to be sold at auction.

Exhibit 11-4, Page 90

Upon request from developer Terry Beverly, and upon motion by Commissioner Reginald Murray, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to extend the time for completion of Timber Heights and Timber Lane Subdivisions to the first of April, 2009. If all requirements are met, the county could then accept the streets for maintenance.

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution establishing that the regular meetings of the County Commission shall be held on the first and third Wednesdays of each month.

Exhibit 11-5, Page 91

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider adopting a resolution ratifying the appointment of Jill Hannah to the Tuscaloosa County Parking & Transit Authority Board.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution ratifying and confirming the appointment of Jill Hannah to the Tuscaloosa County Parking & Transit Authority Board.

Exhibit 11-6, Page 92

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to post Sandy Lane in Sandbrook Subdivision "NO TRUCKS".

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to install speed tables on the following roads at the discretion of the County Engineer: Bear Creek Road and Maxwell Loop Road North.

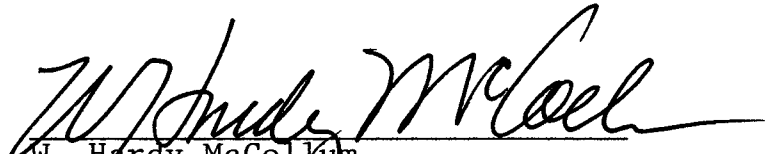
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider installing a speed table on Price Road.

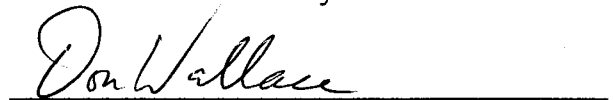
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to install a speed table on Price Road at the discretion of the County Engineer.

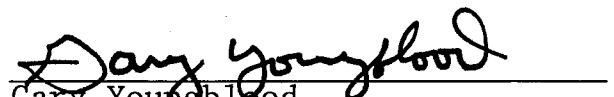
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to install speed tables on the following roads:


- Sand Road (1)
- Patrick Blackburn Road (2)
- Seed Town Road (1)
- 39th Street (2)

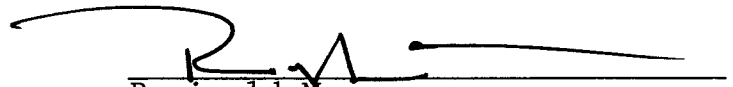
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 3, 2008.


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


Don Wallace
Commissioner - District I


Gary Youngblood
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV

Mitchell Water System, Inc.
P.O. Box 70458
Tuscaloosa, AL 35407

October 27, 2008

Mr. Bobby Hagler, County Engineer
Attn: Mr. James Fuller
Tuscaloosa County Public Works
P. O. Box 2089
Tuscaloosa, AL 35403

Re: Duncanville Middle School Road Water Main Relocation
Reimbursement Request No. 3

Dear Mr. Hagler:

Please find attached the current invoices approved and paid by Mitchell Water System for the project. We request reimbursement at this time for the amount as shown:

Current Invoices

- GFC Construction, Inc. No. 3

(Less Betterment Portion by MWS)

Subtotal

\$87,823.02
30,850.08
\$56,972.94

Total Amount This Request

\$56,972.94

Yours truly,
MITCHELL WATER SYSTEM, INC.

Charles P. Turnipseed
Charles P. Turnipseed, President

Attachments

File: 10-27b-08/letters

Received
10-28-08

EX 11-1

BOOK 011 81

EX 11-1

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE NO. 3

DATE: 10/8/08

Pay Request for Oct. 08

TO OWNER: Mitchell Water System	PROJECT: Duncanville School Rd. Water Relocation
FROM CONTRACTOR: GFC Construction, Inc. PO Box 87 Duncanville, AL 35456	TO: Engineer McGiffert and Associates, LLC

TOTAL ORIGINAL CONTRACT	\$ 429,197.42
CHANGE ORDER(S) NUMBERS <u>0</u> THROUGH <u>0</u>	\$ -
TOTAL CONTRACT TO DATE	\$ 429,197.42

1 Brought Forward: TOTAL CONTRACT TO DATE	\$ 429,197.42
AMOUNT COMPLETE 57%	\$ 244,882.29
2 Stored Materials per the attached inventory of Stored Materials	\$ -
3 Total Completed Work and Stored Materials	\$ 244,882.29
4 Less Retainage (5% of 50% contract))	\$ 10,729.94
5 Total Completed Work and Stored Materials, Less Retainage	\$ 234,152.35
6 Total Due	\$ 234,152.35
7 Less Total Previous Payments to Contractor	\$ 146,329.33
8 Balance Due This Estimate	\$ 87,823.02

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By [Signature] DATE: 10/8/2008
Project Mgr
(TITLE)

Sworn and subscribed before me this 8 day of Oct. 2008

[Signature] L.S.
Notary Public

Approved for Payment

McGiffert and Associates, LLC
(Engineer)
By [Signature]
Date 10/27/08

REVIEW AND APPROVALS

Approved by Mitchell Water System [Signature] 10/27/08
(Owner) Signature Date

Approved by _____ Signature _____ Date _____

PAYMENT REQUEST

PROJECT NAME: FOSTERS-RALPH WATER AUTHORITY
Short Street Relocation Project

NAME OF CONTRACTOR: GFC Construction, Inc.
PO Box 87
Duncanville, AL 35456

OWNER: Tuscaloosa County Commission
714 Greensboro Ave.
Tuscaloosa, AL 35401

Estimate No. 1

~~Partial~~ Final X

DATE OF COMPLETION:

CONTRACT AMOUNT:

DATES OF ESTIMATE:

Original: Revised:

Original: \$35,125.00
Revised:

From: September 14, 2008
To: September 24, 2008

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price	Installed Quantity	Total Cost	Percent Complete
1	8" PVC Cl. 200 Water Main	800	L.F.	14.00	547	7,658.00	100%
2	8"x 8" Tapping Sleeve & Valve w/valve box	1	ea.	2,500.00	1	2,500.00	100%
3	Main Capping	2	ea.	500.00	2	1,000.00	100%
4	AT&T Crossing (Labor Only)	1	l.s.	1,300.00	-	-	100%
5	Main Connection	2	ea.	700.00	2	1,400.00	100%
6	Ductile Iron Fittings	10	ea.	170.00	3	510.00	100%
7	3/4" Type K Copper Service Tubing	300	L.F.	9.00	294	2,646.00	100%
8	3/4" Domestic Service (Connect to Existing)	7	ea.	125.00	6	750.00	100%
9	Rip Rap Class 2	100	tons	36.00	77.66	2,795.76	100%
10	Silt Fence Type A (Installation & Removal)	500	L.F.	6.00	300.00	1,800.00	100%
11	Testing and Disinfecting	1	l.s.	650.00	1	650.00	100%
12	Temp. erosion Control and Grassing	1	l.s.	2,200.00	1	2,200.00	100%

Sub-Total

\$ 23,909.76

Less Retainage

0.00

Amount Due this Estimate No. 1

\$ 23,909.76

Respectfully Submitted:

Approved for Payment:

GFC CONSTRUCTION, INC

McGIFFERT AND ASSOCIATES, LLC

2-11-2



NUMBER	DATE	PROJECT NUMBER	APPROVED
1	10/22/08	083160	<i>DAH</i>
			<i>ZWH</i>

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

Work Completed Thru 10/12/08

Tuscaloosa County Commission
 714 Greensboro Avenue
 Tuscaloosa, AL 35401

Re: Short Street Water Relocation
 (Fosters-Ralph Water Authority)

Description	Hours	Rate	Sub-Total	Amount
<i>Preliminary Engineering and Engineering Design</i>				
Project Manager/Professional Engineer III	5.00	\$ 110.00	\$ 550.00	
Engineer Technician III	21.00	\$ 80.00	\$ 1,680.00	
Computer/CADD Technician II	5.50	\$ 60.00	\$ 330.00	
Clerical	1.00	\$ 48.00	\$ 48.00	
Mileage	178.00 miles	\$ 0.60	\$ 106.80	
			\$ 2,714.80	\$ 2,714.80
<i>Resident Observation and Record Drawings</i>				
Project Manager/Professional Engineer III	2.00	\$ 110.00	\$ 220.00	
Construction Technician III	31.00	\$ 80.00	\$ 2,480.00	
Computer/CADD Technician II	4.00	\$ 70.00	\$ 280.00	
Mileage	243.00 miles	\$ 0.60	\$ 145.80	
			\$ 3,125.80	\$ 3,125.80
Total Amount Due				\$ 5,840.60

File: Bills/Oct.08

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

BOOK 011 PAGE 84

EX 11-2

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY

County Tuscaloosa Permit No. 5-2-63-3406GL
Mile Post 60.38 Maint. Sec. No. 63-AL-0006-MR-003A

THIS AGREEMENT is entered into this the 12th day of November, 2008, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and Tuscaloosa County Commission, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape STATE Right of Way located and described as follows: Tuscaloosa County Agrees to provide the necessary bituminous material to provide sight distance and construct a right turn lane in accordance with the profile provided in the plans for permit # 5-2-63-3321GL on US 82 at milemarker 60.38 (currently the intersection of South Fork Drive). The quantities will be as determined by Almon Associates and agreed upon by ALDOT and Tuscaloosa County. Any utility adjustments necessary due to the addition of the right turn lane will be at the cost of the County.
Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT'S own property which is adjacent to and coextensive with the right-of-way.

11-3

BOOK 011 PAGE 85 11-3

2. All work shall be subject to the inspection and approval of the STATE and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of the STATE.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), (latest edition), for both installation and maintenance of permitted facilities.

9. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in the Alabama Department of Transportation.

11-3

14. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

bond, will be applied to complete and fulfill the permit contract terms. otherwise, the proceeds from the check, or any amount received by the STATE as a result of the this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in the penal amount of \$ _____-0- to guarantee the faithful performance of this permit

13. The APPLICANT will file with the STATE an acceptable certified check or bond in acceptance by the Department of the work applied for by APPLICANT.

condition satisfactory to the Alabama Department of Transportation for a period of one year from was prior to the work and will maintain the accomplished work and highway work area in a permit contract and will restore the highway in the work area in as good condition as the same 12. The APPLICANT will perform or cause to be performed the work applied for in this Utility, and any such agreement shall be subject to the approval of the STATE.

11. Any utility adjustment will be by agreement between the APPLICANT and the disposition of the hazardous material encountered.

(ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper Environmental Protection Agency (EPA), Alabama Department of Environmental Management material and to comply with any and all environmental regulations as established by the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous 10. If hazardous material is encountered in the execution of this Agreement it will be the

11-3

performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

15. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

16. All work to be performed by the APPLICANT under this Agreement shall be completed within one year from the date of the Agreement, unless additional time for completion is granted in writing to the APPLICANT by the STATE.

17. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

18. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of

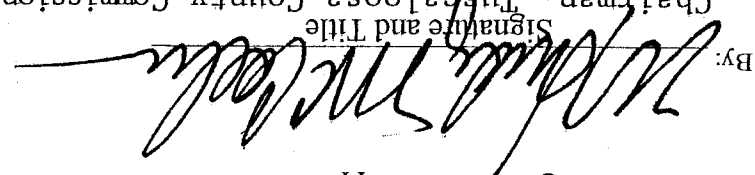
EX 11-3

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the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized.

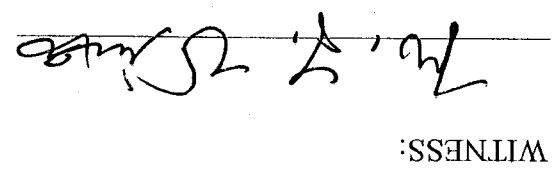
Tuscaloosa County Commission
Legal Name of Applicant

By: 
Signature and Title

W. Hardy McCollum
Chairman, Tuscaloosa County Commission

714 Greensboro Avenue
Address

Tuscaloosa, AL 35401
Telephone Number

WITNESS:


RECOMMENDED FOR APPROVAL:

District Manager & Date
Division Engineer & Date

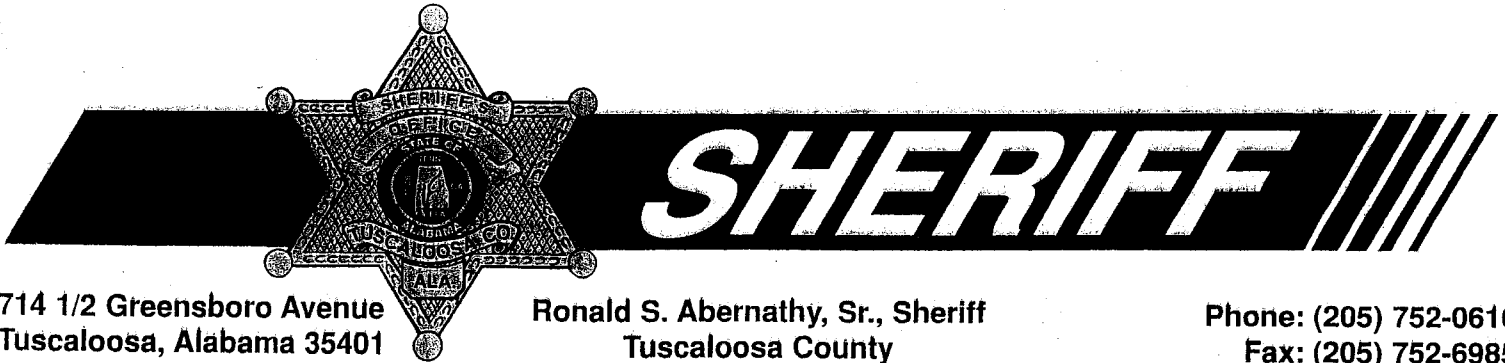
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR

By: Maintenance Engineer

Date:

11-3

89 041 89



714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

October 24, 2008

Sheriff Ronald Abernathy
Tuscaloosa County Sheriff's Office
714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Dear Sir:

After speaking with Tuscaloosa County Road and Bridge Shop Superintendent Bobby Hayward the following are vehicles ready for auction.

Sheriff's Office Units

U161A	2B3HD46V64H609405	2004
DODGE INTREPID	Engine - 94000	
U143A	2B3HD46V22H220564	2004
DODGE INTREPID	Multiple Mechanical - 128000	
U155A	2FAFP71W5XX151550	2001
FORD C/V	Multiple Mechanical /worn out 184000	
U146A	2EAFP71W9YX166277	2000
FORD C/V	Engine 116000	
U144A	2B3HD46V74H609400	2004
DODGE INTREPID	Multiple Mechanical/body damage 108000	
U141A	2FAFP71W5XX151555	
FORD C/V	Multiple Mechanical /worn out 131000	

With your permission these vehicles and titles will be turned over to Mr. Hayward for auction.

Respectfully Submitted,

Byron D. Waid
Captain, Patrol Services Division

I hereby give my permission for the auction of the above mentioned vehicles.

Sheriff Ronald Abernathy

EX 11-5

Melvin Vines, County Administrator
Melvin Vines, County Administrator

ATTEST:

W. Hardy McCollum, Chairman
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

WHEREAS, Section 11-3-8 of the Code of Alabama (1975), as amended by Act 2004-384 of the 2004 Regular Session of the Alabama Legislature requires that the County Commission establish, at its organizational meeting, a schedule of when its regular meetings shall be held; and WHEREAS, the County Commission has previously established that regular meetings will be held on the first and third Wednesdays of each month; and WHEREAS, the County Commission desires to maintain its schedule so as to avoid confusion among the citizens of the county, and to assure that there is public notice of when citizens may address their concerns to the County Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the regular meetings of the County Commission shall be held on the first and third Wednesdays of each month in the Commission Chambers in the Tuscaloosa County Courthouse.

ESTABLISHING REGULAR MEETING DAYS

RESOLUTION

11-5

RESOLUTION

RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION RATIFYING
AND CONFIRMING THE APPOINTMENT OF JILL HANNAH
TO THE TUSCALOOSA COUNTY PARKING & TRANSIT
AUTHORITY BOARD
(A08-1026)

WHEREAS, by resolution on February 16, 2000, the Tuscaloosa County Commission transferred to the Tuscaloosa City Council the three (3) appointments to the Board of Directors of the Tuscaloosa County Parking & Transit Authority previously entitled to be filled by the Tuscaloosa County Commission with such appointments to be ratified and confirmed by the Commission.

WHEREAS, the City of Tuscaloosa by Ordinance No. 7331 on October 21, 2008 appointed Jill Hannah as a resident of Tuscaloosa County but not of any municipality therein to the Tuscaloosa County Parking and Transit Authority Board to a four (4) year term.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that Jill Hannah is hereby appointed to the Tuscaloosa County Parking and Transit Authority Board to a four (4) year term and her appointment by the City of Tuscaloosa by Ordinance 7331 is hereby ratified and confirmed.

Signed,



W. Hardy McCollum, Chairman

Attest:



Melvin Vines, County Administrator

Date: November 12, 2008