

TUSCALOOSA COUNTY COMMISSION
MEETING

June 25, 2003

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:

Mike Richardson
Gary Youngblood
Bobby Miller
Reginald Murray

Tuscaloosa County Tax Collector Peyton Cochrane appeared before the County Commission requesting the Commission to approve all insolvencies, litigations, errors, and the Probate Judge's Certificate in regard to the preceeding year's (2002) work. Upon motion by Commissioner Bobby Miller, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the request.

Exhibit 6-1, Page 720

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into an agreement with the Alabama Department of Transportation covering the financing of construction costs for the following projects:

- A. TCP-63-12-01 Construction of bridge culverts on Old Marion Road at Bear Creek branch and at Little Sandy Creek.

Exhibit 6-2, Pages 721-723

- B. TCP-63-15-01 Resurfacing on County Road 59 from U.S. Hwy 11 to State Road 216.

Exhibit 6-3, Pages 724-726

- C. TCP-63-91-99 Construction of an 80'-130'-80' AASHTO girder bridge on Brownville Pike road over the main channel of Sipsev River.

Exhibit 6-4, Pages 727-729

County Engineer Bobby Hagler reported that Tuscaloosa County cleared \$448,976.25 on the auction conducted by Southeast Auction Company at Alabama Liquidation & Auction's site on Highway 69 S, as shown on exhibit 6-5.

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to declare the vehicles, equipment, used grader blades, used and damaged signs and sign posts, scrap metal, etc. listed on the attached exhibit surplus. This is being done to facilitate an auction held on June 14th and one scheduled for July 9, 2003.

Exhibit 6-5, Page 730

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for base processing on Sally Hamner Road and Newt Hamner Road to S.T. Bunn Construction Co., Inc. as the low bidder meeting specifications. The bids were opened June 18, 2003.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution endorsing the submission of an application package for funding assistance from the U.S. Department of Education through the Office of Safe and Drug Free Schools Program. These grant funds will be used for the establishment and operation of an EMERGENCY RESPONSE AND CRISIS MANAGEMENT PROGRAM.

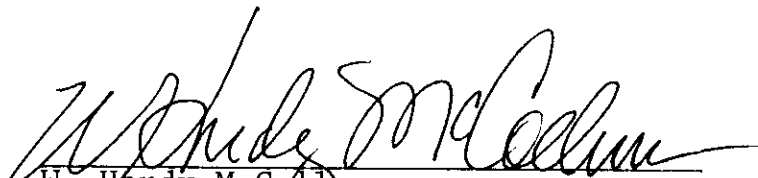
Exhibit 6-6, Page 731

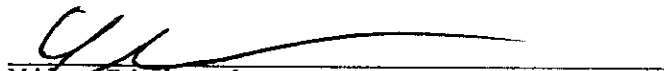
Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to grant Mr. Eddie H. Gilmore a sidewalk variance for Furnace Creek Sub-division. They will substitute the required sidewalk improvements


with a constructed picnic pavilion area, a walking trail, lighted streets, and illuminating mailboxes.

Exhibit 6-7, Pages 732-734

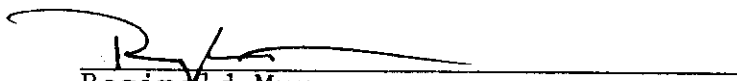
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 9, 2003.


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


Mike Richardson
Commissioner - District I


Gary Youngblood
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 20⁰² AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA

Tuscaloosa County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 26th day of June, 20⁰³, Peyton C. Cochrane, Tax Collector of said County, made his report of

"Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 20⁰², as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes—General	\$ 4,148.80
—Soldier.....	\$ 1,659.52
—School	\$ 4,978.56
Errors in Assessments: State Taxes—General	\$ 409,751.88
—Soldier.....	\$ 163,900.75
—School.....	\$ 505,584.03
Taxes in Litigation: State Taxes—General	\$ 5,028.20
—Soldier.....	\$ 2,011.28
—School	\$ 6,033.84

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20⁰¹, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes—General	\$ 327.83
—Soldier	\$ 131.13
—School	\$ 393.39

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2001 Litigations Remaining	\$ 1,097.75	\$ 439.10	\$ 1,317.30
_____	\$ _____	\$ _____	\$ _____
See Attachment For Balance On Remaining Years	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Given under my hand this 25th day of June, 20⁰³

W Hardy McCallum
Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24 and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-27 and 40-5-29 as to insolvent taxes in litigation of previous year(s).

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA (FEIN 63-6001719), party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the construction of a CQ 14 X 7 RC bridge culvert on Old Marion Road @ Bear Creek branch (BIN 012066) and a CQ 12 X 8 RC bridge culvert on Old Marion Road @ Little Sandy Creek (BIN 012067). Length - 0.022 miles. Proj. # ACGBBRZ-6300(207), TCP 63-12-01. CPMS Ref. # 100043351.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project or with a consultant selected by the State or with State forces as a part of the project cost. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the project cost.
- E. The County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the contractor.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. Funding for this Agreement is subject to availability of Federal Garvee Bond funds and Amendment One State Matching Bond funds at the time of authorization. The State will not be liable for Federal Aid funds or State funds in any amount. Any deficiency in Federal Garvee Bond funds and Amendment One State Matching Bond funds, or overrun in constructions costs will be borne by the County from the County's allocation of Federal Garvee Bond funds and Amendment One State Matching Bond funds, if available, from County FA funds, if available, and/or from County funds.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

Federal GARVEE Bond Funds	\$451,040.00
General Obligation Bond Funds	<u>112,760.00</u>
Total (Incl. E & I)	\$563,800.00
- I. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2002 Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

6-2

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. Exhibit M is attached hereto as a part hereof.

O. Exhibit N is attached hereto as a part hereof.

P. This Agreement will terminate January 15, 2007, for project if project has not been authorized to be let to contract.

IN 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 Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

Robert H. Johnston
Clerk (Signature)

BY: W. Hardy McCollum
(Signature) Chairman, Tuscaloosa
County Commission

Robert H. Johnston
Type Name of Clerk

W. Hardy McCollum
Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

County Transportation Engineer
John F. Courson

Transportation Director
D. J. McInnes

APPROVED AS TO FORM:

Chief Counsel Jim Ippolito, Jr.
Alabama Department of Transportation

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.**

GOVERNOR OF ALABAMA
BOB RILEY

11

6-2

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Construction of a CQ 14 X 7 RC bridge culvert on Old Marion Road @ Bear Creek branch and a CQ 12 X 8 RC bridge culvert on Old Marion Road @ Little Sandy Creek,

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 25th day of June,
20 03.

ATTESTED:

Robert H Johnston
County Clerk

W. Andy McCall
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

25th day of June, 20 03, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

25th day of June, 20 03.

Robert H Johnston
County Clerk

SEAL

1007 001 PAGE 124

6-3

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63 6001719) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the resurfacing on C.R. 59 from U.S. 11 to S.R. 216. Length - 5.742 miles. Proj. # MG-6318(200), TCP 63-15-01. CPMS Ref. # 100043402.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces or with a consultant selected and approved by the State as a part of this project.. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. The County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the contractor.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid Funds in any amount. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and/or from County Funds. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2000)	\$ 374,287.96
FA Funds (2001)	487,472.04
County Funds	215,440.00
 Total (Incl. E & I)	 <u>\$1,077,200.00</u>
- I. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2002 Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. Exhibit M is attached hereto as a part hereof.

O. Exhibit N is attached hereto as a part hereof.

P. This Agreement will terminate January 15, 2007, for project if project has not been authorized to be let to contract.

IN 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 Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

Robert H. Johnston
Clerk (Signature)

BY: W. Hardy McCollum
(Signature) Chairman, Tuscaloosa
County Commission

Robert H. Johnston
Type Name of Clerk

W. Hardy McCollum
Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

County Transportation Engineer
John F. Courson

Transportation Director
D. J. McInnes

APPROVED AS TO FORM:

Jim R. Ippolito, Jr. Chief Counsel
Alabama Department of Transportation

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
BOB RILEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Resurfacing on C.R. 59 from U.S. 11 to S.R. 216,

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 25th day of June,

2003.

ATTESTED:

Robert H. Johnston
County Clerk

W. Andy McCall
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

25th day of June, 2003, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

25th day of June, 2003.

Robert H. Johnston
County Clerk

SEAL

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63 6001719) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the construction of an 80' - 130' - 80' AASHTO girder bridge on Brownsville Pike Road over the main channel of the Sipsey River. BIN 013726. Length - 0.054 miles. Proj. # BRZ-6300(209), TCP 63-91-99. CPMS Ref. # 100041922.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces or with a consultant selected and approved by the State as a part of this project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. The County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the contractor.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid Funds in any amount. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and/or from County Funds. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2001)	\$ 12,527.96
FA Funds (2002)	500,000.00
FA Funds (2003)	53,392.04
County Funds	141,480.00
Total (Incl. E & I)	<u>\$707,400.00</u>
- I. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2002 Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. Exhibit M is attached hereto as a part hereof.

O. Exhibit N is attached hereto as a part hereof.

P. This Agreement will terminate January 15, 2007, for project if project has not been authorized to be let to contract.

IN 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 Governor of Alabama.

SEAL

ATTEST:

Robert H Johnston
Clerk (Signature)

Robert H. Johnston
Type Name of Clerk

TUSCALOOSA COUNTY, ALABAMA

BY: W. Hardy McCollum
(Signature) Chairman, Tuscaloosa
County Commission

W. Hardy McCollum
Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

County Transportation Engineer
John F. Courson

Transportation Director
D. J. McInnes

APPROVED AS TO FORM:

Jim R. Ippolito, Jr. Chief Counsel
Alabama Department of Transportaton

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20 _____.

GOVERNOR OF ALABAMA
BOB RILEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Construction of an 80' - 130' - 80' AASHTO girder bridge on Brownsville Pike Road over the main channel of the Sipse River,

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 25th day of June, 20 03.

ATTESTED:

Robert H Johnston
County Clerk

W. Randy McCall
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 25th day of June, 20 03, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 25th day of June, 20 03.

Robert H Johnston
County Clerk

SEAL

SOUTHEAST AUCTION COMPANY		
TUSCALOOSA, AL		
AUCTION RESULTS-JUNE 14, 2003		
STOCK #	DESCRIPTION	PRICE
178A-01614-1	1968 D72 DOZIER	\$9,750.00
178-0614-2	1991 TRACK HOE 6220	\$19,000.00
213-0614-21	1984 FORD 7610	\$5,500.00
215-0614-22	1995 FORD 7740	\$8,000.00
215A	BUSHWHACKER	\$700.00
200-0614-18	1995 FORD 7740	\$6,000.00
200A	BUSHWHACKER	\$750.00
202-0614-20	1995 FORD 7740	\$6,000.00
202A	BUSHWHACKER	\$600.00
568-0614-11	1990 DODGE B3500 VAN	\$550.00
195-0614-17	1995 FORD 7740	\$11,000.00
195A	BUSHWHACKER	\$600.00
190-0614-13	2001 PETERBILT 357	\$72,000.00
176-0614-12	2001 PETERBILT 357	\$67,500.00
208-0614-19	2001 PETERBILT 357	\$72,000.00
194-0614-15	2001 PETERBILT 357	\$72,000.00
192-0614-14	2001 PETERBILT 357	\$73,000.00
199-0614-16	2001 PETERBILT 357	\$73,000.00
TC509	USED CAT BUCKET	\$275.00
TC508	MISC. PUMPS	\$150.00
TC507	TRUCK HOIST	\$325.00
TC506	ELECTRIC HOIST	\$105.00
TC505	PUMP	\$50.00
TC504	TRANSMISSION	\$7.50
GROSS AMOUNT OF SALE		\$498,862.50
LIQUIDATOR'S FEE		\$49,886.25
NET AMOUNT TO SELLER		\$448,976.25

<i>Description</i>	<i>Location</i>
Lot #1 Scrap Metal	County Shop
Lot #2 Used Grader Blades	County Shop
Lot #3 Used/Damaged Signs and Sign Posts	Bridge Yard
Lot #4 Used/Damaged Scrap Metal	Bridge Yard

Arrangements may be made to inspect the material by contacting Mr. Jack Miles, Shop Superintendent, at 345-6600. The County Shop and Bridge Yard is located at the Tuscaloosa County Public Works Department, 2810 35th Street, Tuscaloosa, Alabama.

6-5

L

RESOLUTION

WHEREAS, the Tuscaloosa County Board of Education is eligible to apply for grant funds from the U.S. Department of Education through the Office of Safe and Drug Free Schools Program; and

WHEREAS, the Tuscaloosa County Board of Education is eligible for grant funding totaling \$250,000.00 over an eighteen month period; and

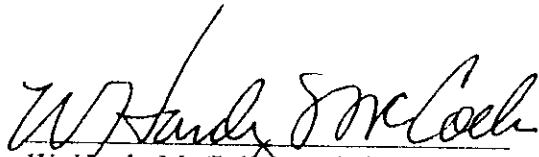
WHEREAS, the Tuscaloosa County Commission supports and endorses the application for said grant funds to be utilized for the establishment and operation of an **Emergency Response and Crisis Management Program**; and

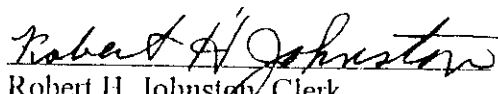
WHEREAS, a proposed budget has been developed for the subject program which will require no matching funds;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby endorses the submission of the application package for funding assistance through the Tuscaloosa County Board of Education.

BE IT FURTHER RESOLVED that the Tuscaloosa County Commission authorizes the Chairman, W. Hardy McCollum, to execute any and all documents as required to provide for the submission of the proposed program.

Approved and adopted this the 25th day of June, 2003.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Robert H. Johnston, Clerk
Tuscaloosa County Commission

SEAL

6-6

6-6

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

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



Bobby C. Hagler
 County Engineer



Allan D. Springer, Sr.
 Assistant County Engineer

June 16, 2003

Tuscaloosa County Commission
 714 Greensboro Avenue
 Tuscaloosa, AL 35401

Re: Waiver Request – Furnace Creek Subdivision

Dear Mr. Chairman and Members of the Commission:

Attached you will find a booklet with an attach subdivision map (in the back) outlining proposed revisions to an already existing subdivision. This subdivision in being developed by Mr. Eddie H. Gilmore, with E.E.F.S. & Company, P.C. as his design engineer. This subdivision is located in District 2, near the western end of Eastern Valley Road. The County, as of this date, has not accepted said subdivision for maintenance.

They are proposing to substitute the required sidewalk improvements with a constructed picnic pavilion area, a walking trail, lighted streets and illuminating mailboxes. The details of each of the proposed improvements are available within the attached booklet.

Mr. Gilmore and E.E.F.S. are requesting the waiver from the following subdivision requirement:

- 1) The requirement that any newly created road within a Neighborhood Subdivision with a street width of 27.0 feet, B/B (using valley gutter), must also have a 4.0 foot wide sidewalk constructed, running parallel with said street with a space of 2.0 feet from the back of curb to the inside edge of sidewalk.

As part of the requirements of the current Tuscaloosa County Subdivision Regulations, the developer is required to construct a sidewalk (4.0 feet in width) along the side of the newly constructed roads. This is mandated by *Rule 5-4-14(2)* and the *Typical Street Section* (p. 41) because the developer chose to construct a road 27.0 feet in width (Back

6-6
Copy

of Curb to B/C) instead of the usual 32.0 feet. Please refer to the attached Typical Street Section drawing for details.

Currently, the sidewalks have not been constructed and are part of the performance bonds for the already improved sections of Furnace Creek. The final layer of asphalt has yet to be installed within these sections as of this date.

Should this waiver be granted, the bonds for the earlier sections will need to be amended in order to substitute the sidewalk for the improvements as proposed by Mr. Gilmore. Also, it should be required that a homeowners association be responsible for the upkeep and maintenance of the pavilions, trails and street lighting.

It is rare that a subdivision within the County has street lighting. Some type of verbiage would be needed to absolve Tuscaloosa County from any and all liability in regards to the streetlights and the lighted mailboxes, should this waiver be granted.

Should you have any questions, please contact this office for assistance.

Sincerely,



Bobby C. Hagler, P.E.
Tuscaloosa County Engineer

cc: Farrington Snipes, Director of Planning
Robert Spence, County Attorney
Bobby Johnston, Commission Clerk
File

1037 PAGE 1 OF 1

Furnace Creek

6-7

A residential community

May 20, 2003

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Re: Sidewalk Variance, Furnace Creek Subdivision

Gentlemen:

Enclosed you will find a drawing of the present development of Furnace Creek Subdivision.

In this drawing, we show proposed street lamp lighting, walking trails and a picnic pavilion area. The inclusion of these improvements would be pursued instead of the installation of sidewalks in Furnace Creek. If you grant the variance we are requesting, we are convinced that the residents of Furnace Creek will, in exchange for the omission of sidewalks, gain access to amenities for which our residents have expressed a desire, and which will be of more benefit to them.

As of the date of filing of this request, we have received no requests from residents that sidewalks be installed. This subdivision is not in walking distance of any shops or schools—which usually trigger the need for sidewalks—but is more rustic in character.

We are convinced that the proposed street lighting will be a major benefit from the standpoint of community safety. Also, the sort of lighting we are proposing can be included in our community without detracting from the “woody” feel of Furnace Creek.

We want to emphasize that the object of this proposal is not to circumvent the requirements of subdivision rules, but rather to apply the rules in the best interests of the community. We want to devote our resources to community enhancements more beneficial than sidewalks, and we are prepared to commit to expend on the proposed improvements sums at least equal to and likely greater than the cost of installing sidewalks.

For all the foregoing reasons, we respectfully request that you grant our request for a variance and waive the requirement that sidewalks be installed in all sectors of Furnace Creek Subdivision in Tuscaloosa County, Alabama.

Sincerely,



Eddie H. Gilmore, Chairman
Furnace Creek, Inc., owner/developer

Enclosures

EHG/jgd

6-7