

TUSCALOOSA COUNTY COMMISSION  
MEETING  
September 10, 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

Probate Judge W. Hardy McCollum presented his secretary, Ann Ray, a twenty-five year service pin and thanked her for her loyal and dedicated work in the Probate Office.

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the execution of a pit agreement (renewal) with Mr. Leon Jones at forty cents per cubic yard.

Exhibit 9-1, Page 862

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to authorize the payment of \$1,000 to the Alabama Department of Transportation for traffic signal maintenance on traffic signals within the county limits.

Exhibit 9-2, Pages 863-865

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for base processing on the Joe Namath Road Project (Candy Drive, North River Lane, North River Drive, Heisman Drive, North View Circle, and North River Circle) to the low bidder meeting specifications. Bidding firms were as follows:

S.T. Bunn Construction Co. Inc.  
H&W Construction  
Mallory Burkhalter Paving Inc.

Exhibit 9-3, Pages 866-869

After opening the two bids received for the rental of dump trucks to be used as needed on various road projects throughout Tuscaloosa County, Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reject the bids and to rebid same. Firms submitting bids were as follows:

Warrior Service Company, Inc.  
Davis Hauling LLC

Exhibit 9-4, Pages 870-872

Planning Director Farrington Snipes presented the County Commission a status report on the County-wide Water Extension Project as of September 10, 2003.

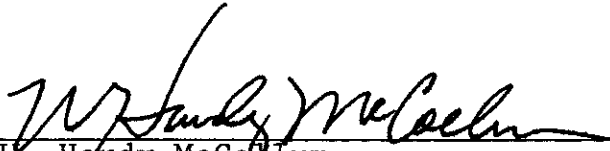
Exhibit 9-5, Page 873

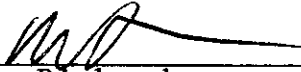
Upon request by County Attorney Robert Spence, and upon motion by Commissioner Bobby Miller, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into executive session to discuss pending litigation - Brewer versus Tuscaloosa County.

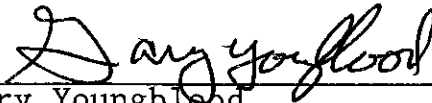
Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the execution of a Service Agreement with Morrison & Smith LLP, Certified Public Accountants. This service agreement will address the implementation of Governmental Accounting Standards Board Statements numbers thirty-four, thirty-seven, and thirty-eight.


Exhibit 9-6, Pages 874-875

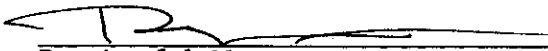
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 17, 2003.

  
\_\_\_\_\_  
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

SEP 17 REC'D

TUSCALOOSA COUNTY  
STATE OF ALABAMA  
MATERIAL OPTION

GRAVEL  SAND   
TOPSOIL  CHERT   
EARTH  SANDSTONE   
ROCK

9-1

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to the undersigned, receipt of which is hereby acknowledged, the undersigned Owner(s) or authorized representative(s) of mineral and surface rights of a certain tract of land hereinafter described, do(es) hereby grant unto TUSCALOOSA COUNTY, acting through the Tuscaloosa County Public Works Department, or its contractor, the right to remove such quantities of the above indicated material as desired for use in the land, hereinafter described, together with the use of whatever lands are necessary for a convenient temporary right of way between this tract of land and the Project for the duration of this instrument: said tract being approximately described as follows: \_\_\_\_\_

NE of Section 29 Township 18S Range 10W

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$ .40 per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (30) days after the expiration of each calendar month in which this material was removed, and it is hereby agreed that no payment shall be made to the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the land incurred in the removal and disposal of these materials.

This option to purchase the right to remove materials in accordance with the terms of this instrument shall be binding upon the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 3 Years.

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

**CHECK ONE BOX ONLY**

The undersigned owner(s) or authorized representative(s) agree(s) to obtain all applicable permits from the Alabama Department of Environmental Management, and to maintain the property in conformance with all applicable rules and regulations. Copies of the permits will be provided to the Tuscaloosa County Engineer prior to the removal of any material from this property.

**OR**

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 30 day of Aug, 2003.

WITNESSES:

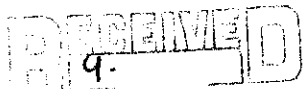
Jean Davis

Leon Jones  
Leon Jones

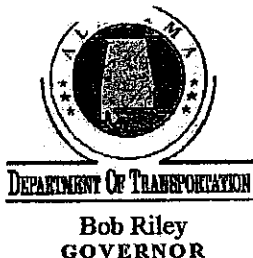
Address: 18840 Gorgas Road

Northport, Alabama 35476

SSN: 423-46-8702



9-1



# ALABAMA

## Department of Transportation

FIFTH DIVISION  
OFFICE OF THE DIVISION ENGINEER  
POST OFFICE BOX 70070  
TUSCALOOSA, ALABAMA 35407  
Telephone: (205) 553-7030  
FAX: (205) 556-0900

Joe McInnes  
TRANSPORTATION  
DIRECTOR

Bob Riley  
GOVERNOR

July 10, 2003

Bobby Hagler, Tuscaloosa County Engineer  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

Attn: Allan Springer, Asst. County Engineer

Dear Mr. Hagler:

Re: Traffic Control Signals/Flashing Beacons  
Special Work Authorization (SWA) Account  
Tuscaloosa County

Attached is the documentation you requested regarding the operation and maintenance of traffic control signals and flashing beacons located in Tuscaloosa County. The documentation is in chronological order as follows:

- April 1993 to August 1993 – Correspondence regarding the **Traffic Signal Maintenance Agreement** for the traffic control signal at the intersection of **Alabama Highway 69 and County Hwy. 66**. The agreement was signed by the Honorable Hardy McCollum. The first letter to Mr. Hagler explains that the State maintains other county and city signals through an SWA.
- November 1995 - Correspondence regarding the **establishment of an SWA account** "to furnish labor, materials, and equipment for the maintenance of traffic signals for the Tuscaloosa County Commission".
- December 1997 to January 1998 – Correspondence regarding the **Traffic Signal Maintenance Agreement** for the traffic control signal at the intersection of **Alabama Highway 69 and Patriot Parkway**. The agreement was signed by the Honorable Hardy McCollum. Funding for the signal was 50% State and 50% Tuscaloosa County.
- March 1999 – Correspondence regarding the flashing beacons at **U. S. Highway 43 and Lake Lary Road and U. S. Highway 43 and Bone Camp Road**.
- May 2000 to September 2000 – Correspondence/documentation regarding the flashing beacons/warning system on **I-20/59, Exit 68**.
- July 2000 to September 2000 – Correspondence/documentation regarding the school flashing beacons at **U. S. Highway 82 and Maxwell Elementary School**. We are unable to find records for the installation of the flashing beacons at the following three (3) locations:
  1. U. S. Highway 11 and County Road 51 in Fosters
  2. U. S. Highway 43 and County Road 38 in Northside
  3. Alabama Highway 216 and County Road 93 in Peterson

For various reasons, agreements have not always been executed for flashing beacons. However, if Tuscaloosa County or the Tuscaloosa County Commission requests the State assistance with installing these in the future, we will make sure that an agreement is executed.

Sincerely,

L. Dee Rowe  
Division Engineer

BOOK 037 PAGE 863

9-2

Message

**Bobby Hagler**

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**From:** Allan Springer  
**Sent:** Wednesday, September 03, 2003 10:04 AM  
**To:** Bobby Hagler  
**Subject:** Traffic Signal Maintenance Agreements

I have asked Elaine Ferguson with ALDOT to research her files to find any documentation that she had on traffic signals at intersections with county roads. From what she gave me the following is a summary of documentation that she has on file:

**Traffic Signal at Hwy 69 South & Co. Rd. 66:**  
Agreement executed by Judge McCollum. Resolution passed by the Commission on June 6, 1993. Agreement states that County is responsible for maintenance. Estimated cost of maintenance was \$500.00 per year.

**Traffic Signal at Hwy 69 South & Patriot Parkway:**  
Agreement executed by Judge McCollum. Resolution passed by the Commission on November 26, 1997. Agreement states that County is responsible for maintenance.

**Flashing Beacons at Maxwell Elementary School U.S. Hwy 82 East:**  
Only documentation on file is a "Request for Traffic Signals" form to Alabama Power Company for power service. Approved by the Commission on September 9, 2000.

**Flashing Beacons at Interstate 20/59 at Exit 68 (Black Warrior Parkway):**  
Documentation on file is a "Request for Traffic Signals" form to Alabama Power Company for power service (approved by the Commission on September 9, 2000 and a "Budget Allotment Form" from ALDOT for \$9,500.00 for labor, equipment, and materials for installation of the beacons.

**Flashing Beacons at U.S. Hwy 43 North and Lary Lake Road:**  
Only documentation on file is a "Request for Traffic Signals" form to Alabama Power Company for power service. Approved by the Commission on March 17, 1999.

**Flashing Beacons at U.S. Hwy 43 North and Bone Camp Road:**  
Only documentation on file is a "Request for Traffic Signals" form to Alabama Power Company for power service. Approved by the Commission on March 17, 1999.

**U.S. Highway 11 South and County Road 51:**  
No documentation on file.

**U.S. Highway 43 North and County Road 38:**  
No documentation on file.

**Ala Hwy 216 and County Road 93:**  
No documentation on file.

I have copies of all the above documentation.

# Tuscaloosa County Signals and Flashers

TOWN	INTERSEC	COUNTY	CONFIG	WHO
Duncanville	US 82 Eastbound	Tuscaloosa	School Zone	County
Duncanville	US 82 Westbound	Tuscaloosa	School Zone	County
Fosters	US 11 & Toady Jones	Tuscaloosa	4-way	County
Northside	US 43 & CR 38	Tuscaloosa	4-way	County
Peterson	AL 216	Tuscaloosa	3-way	County
Rural	Black Warrior Parkway & I 59	Tuscaloosa	Speed Warning	County
Rural	US 43 & Bone Camp Rd	Tuscaloosa	4-way	County
Rural	US 43 & Lary Lake Rd Co. 98	Tuscaloosa	3 2-way	County
Taylorville	AL 69 & Co. Rd. 66	Tuscaloosa	Traffic Signal	County
Taylorville	AL 69 & Patriot Parkway	Tuscaloosa	Traffic Signal	County

Agreements signed with state?

9-6-2000 Request for traffic signal AL Power  
 I 20-59 Exit 68 interchange (Northbound Ramp) Black Warrior  
U.S. 82 at Maxwell Elem. School

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

### COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870  
August 27, 2003

APAC Alabama  
Cottingham Construction  
Tomlin Construction  
Mallory Burkhalter Paving Co.  
S.T. Bunn Construction Co.  
Fair Contracting  
Racon, Inc.  
Sartain Lumber & Contracting  
H&W Construction

Barnes Excavating Co.  
Melvin Sellers Excavating Co.  
West Contracting Co.  
Gurganus & Sons Excavating  
Ryan Shirley Inc.  
GFC Construction Inc.  
Tony Booth Construction Co.  
Price Contracting  
Gray Excavating


Gentlemen: Tuscaloosa County will accept bids for base processing on Joe Namath Road Project (Candy Dr., N. River Lane, N. River Dr., Heisman Dr., N. View Circle and N. River Circle) until 9:00 a.m. Wednesday, September 10, 2003. Enclosed are the bid submission sheet and specifications compiled by the Engineering Department. Direct any inquiries in regard to this bid to Engineering Coordinator Mike Henderson at 205-345-6600.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m. Wednesday, September 10, 2003.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

Sincerely,

  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file



**JOE NAMETH ROADS PROJECT  
PROJECT BID SHEET**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	23,619	SYCIP	<u>.38</u>	<u>8975.22</u>
BASE PROCESSING	97	Roadbed Station	<u>315.00</u>	<u>30555.00</u>
AGGREGATE SURFACING (Contingency Item)	200	Ton	<u>13.50</u>	<u>2700.00</u>
<b>TOTAL</b>				<u>42230.22</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: ST Bunn Construction Co. Inc

Mailing Address: 1904 University Blvd  
TUSCALOOSA AL 35401

Telephone: 205 752 8195

Name: ~~ST Bunn~~ ST Bunn Jr

Title: President

Date: Sept 10 2003

File: f:/users/Mike/Road Construction 2003/Joe Nameth Roads Project/ Base Processing

**JOE NAMETH ROADS PROJECT  
PROJECT BID SHEET**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	23,619	SYCIP	\$ 0.97	\$ 22,910 <sup>43</sup>
BASE PROCESSING	97	Roadbed Station	\$ 260 <sup>00</sup>	\$ 25,220 <sup>00</sup>
AGGREGATE SURFACING (Contingency Item)	200	Ton	\$ 14 <sup>00</sup>	\$ 2,800 <sup>00</sup>
<b>TOTAL</b>				\$ 50,930 <sup>43</sup>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: H+W Construction

Mailing Address: 3101<sup>12th</sup> Street, Suite 1, Northport, AL 35976

Telephone: 205-349-1910

Name: Danny Potnam

Title: Projects Manager

Date: 9-9-03

**JOE NAMETH ROADS PROJECT  
PROJECT BID SHEET**

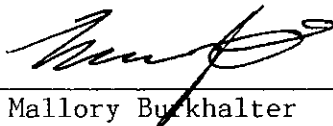
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	23,619	SYCIP	<u>\$0.97</u>	<u>\$22,910.43</u>
BASE PROCESSING	97	Roadbed Station	<u>\$285.00</u>	<u>\$27,645.00</u>
AGGREGATE SURFACING (Contingency Item)	200	Ton	<u>\$37.00</u>	<u>\$7,400.00</u>
<b>TOTAL</b>				<u>\$57,955.43</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: MALLORY BURKHALTER PAVING, INC.

Mailing Address: P. O. BOX 350  
NORTHPORT, AL 35476

Telephone: 205/758-2274

Name:   
Mallory Burkhalter

Title: President

Date: September 9, 2003

File: *f:/users/Mike/Road Construction 2003/Joe Nameth Roads Project/ Base Processing*

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

### COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870

August 22, 2003

Gentlemen:

Tuscaloosa County will accept bids for the rental of dump trucks to be used as needed on various projects throughout Tuscaloosa County until 9:00 a.m., Wednesday, September 10, 2003. Enclosed are specifications compiled by the Tuscaloosa County Engineering Department.


Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, September 10, 2003.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

Sincerely,

  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: County Engineering Dept.  
File

9-4

DUMP TRUCK RENTAL BID SHEET

DESCRIPTION	HOURLY RENTAL RATE
20 C.Y. Minimum Capacity Dump Truck	\$55.00 per hr.

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process.

Company Name: Warrior Service Company, Inc.

Mailing Address: P.O. Box 470 Cottondale, AL. 35453

Telephone: (205)553-2000

Name: James A. Jones Sr.

Title: President

Date: September 2, 2003

File: f:/users/bobby/winword/miscbids/2003DTRental.doc

DUMP TRUCK RENTAL BID SHEET

DESCRIPTION	HOURLY RENTAL RATE
20 C.Y. Minimum Capacity Dump Truck	\$50.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process.

Company Name: Davis Hauling LLC

Mailing Address: 1608 17<sup>th</sup> St Tucson AZ

Telephone: 205-345-6622

Name: Chris Davis

Title: Operations

Date: 8-27-03

File: f:/users/bobby/winword/miscbids/2003DTRental.doc



MORRISON & SMITH, LLP

CERTIFIED PUBLIC ACCOUNTANTS

1809 UNIVERSITY BOULEVARD

P. O. BOX 20647

TUSCALOOSA, ALABAMA 35402-0647

(205) 349-2424

FAX (205) 758-1740

Email: mscpa@dbtech.net

August 15, 2002

- WILLIAM D. SMITH, II, C.P.A.
- G. ALAN HARTLEY, C.P.A.
- BARRETT A. BURNS, C.P.A.
- DAVID M. TUNSTALL, C.P.A.
- SCOTT A. WHISENANT, C.P.A.
- R. DANIEL SUTTER, C.P.A.
- PAMELA S. CROWE, C.P.A.
- STEVEN L. ELMORE, C.P.A.
- ALANNA N. MOODY, C.P.A.

CLAUD A. MORRISON  
(1925-1999)

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

AICPA DIVISION FOR CPA FIRMS  
SEC PRACTICE SECTION  
PRIVATE COMPANIES PRACTICE SECTION

ALABAMA SOCIETY OF  
CERTIFIED PUBLIC ACCOUNTANTS

County Commissioners  
Tuscaloosa County Commission  
Tuscaloosa, AL

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Tuscaloosa County Commission.

We will provide the following services under this engagement letter.

- Consultations and meetings with County officials that address the implementation of Governmental Accounting Standards Board (GASB) Statement #34, 37, and 38.
- Consultations, meetings, and assistance with County officials regarding statement format and design, management discussion analysis, and note disclosures related to the implementation GASB Statements Nos. 34, 37, and 38.
- If requested, development spreadsheet templates and other tools for the County to assist in creating the required statements from County general ledgers.

This engagement is solely to assist County officials with the implementation and maintenance of GASB Statement Nos. 34, 37, and 38. Our engagement is to provide the above agreed upon consulting services in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the services is solely the responsibility of the specified user of the reports or recommendations made as a result of our consulting services. Consequently, we make no representation regarding the sufficiency of the services described above either for the purpose services have been requested or for any other purpose. If, for any reason, we are unable to complete these services, we will communicate any restrictions on the performance of the services to management.

Because these services listed above do not constitute an examination, we will not express an opinion on the results of these services. In addition, we have no obligation to perform any beyond those listed above, but should additional services be warranted, a separate engagement would need to be agreed upon by County.

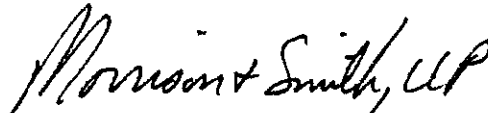
We will communicate orally or in writing the results of our services. Any communication is intended solely for the use of the County officials and management, and should not be used by those who did not agree to these services and take responsibility for the sufficiency of the services for their purposes and are not negotiating directly with the County.



We have no responsibility to update any reports generated by our services for events and circumstances occurring after the date of our reports.

Our fees for these services will be based on our normal billing rates, plus out-of-pocket expenses. This engagement will be managed by Dan Sutter. Dan Sutter is a partner with Morrison and Smith, LLP and has twelve years of experience with government accounting and auditing. His current billing rate is \$110 per hour. Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during this engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If additional specified users of the information generated by these services are added, we will require that they acknowledge in writing their responsibility for the sufficiency of these services.

  
MORRISON & SMITH, LLP  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Tuscaloosa County.

By: 

Title: \_\_\_\_\_

Date: \_\_\_\_\_