

TUSCALOOSA COUNTY COMMISSION  
MEETING  
May 3, 2006

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

Probate Judge W. Hardy McCollum presented Florinda Hinton, Chief Clerk in the Tax Assessor's Office, a thirty year service pin and thanked Mrs. Hinton for her dedicated service to the citizens of Tuscaloosa County.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for silt fence, furnished and installed, to Water & Silt LLC as the low bidder meeting specifications. The bids were opened April 19, 2006.

Upon request from the Tuscaloosa County Board of Education, and upon motion by Commissioner Gary Youngblood, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to improve Mountain Gap Road to provide access to the new Eastern Elementary School at Lake View.

Upon request from the Tuscaloosa County Board of Education, and upon motion by Commissioner Gary Youngblood, seconded by Commissioner Bobby Miller, the County Commission voted unanimously

to pave the parking lot and the access road to the baseball field at Holt High School. Funds for this project will come from Commissioner Youngblood's discretionary funds.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the following road projects to the low bidder meeting specifications:

CONSTRUCTION OF ALBERT SANDERS ROAD, SANFORD LANE & WALTON DRIVE

Tomlin Construction LLC  
Vinson Trucking and Contracting

Exhibit 5-1, Pages 323-324

CONSTRUCTION OF CHISM ROAD, BOXWOOD DRIVE & JUNKINS DRIVE

Tomlin Construction LLC  
Vinson Trucking and Contracting

Exhibit 5-2, Pages 325-327

BASE PROCESSING ON WATER TOWER ROAD

Mallory Burkhalter Paving Inc.  
S.T. Bunn Construction Co. Inc.

Exhibit 5-3, Pages 328-330

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution endorsing the submission of an application for a fiscal year 2006 Community Development Block Grant to provide a portion of the required funds for the extension of sanitary sewer service in the Culver Road/Johnson Road area in southwest Tuscaloosa County. The resolution approves the use of a portion of the local matching funds for undertaking the connection of all qualified residential housing units in conjunction with construction of said project.

Exhibit 5-4, Page 331

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the execution of a Construction Management Agreement with Lunsford Construction covering the renovation of the fourth and fifth floors of the Tuscaloosa County Courthouse. The motion set \$2,100,000 as the maximum that Lunsford Construction can charge 3.5 percent

on for management services. If the project is finished for less than the projected \$2,100,000, the management fee will be reduced accordingly.

Exhibit 5-5, Page 332

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the County Engineer and County Attorney to work with Matt Caddis of Savannah Crossing, LLC in an effort to resolve a utility easement waiver request to facilitate construction of Savannah Crossing Subdivision. The requested waiver is explained in the attached exhibit.

Exhibit 5-6, Page 333

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of March, 2006.

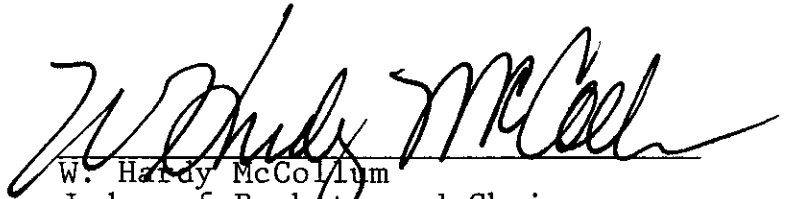
Exhibit 5-7, Page 334


Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into an Agreement with the Town of Vance in which Tuscaloosa County agrees to loan the Town \$320,000 for the purchase of real estate within the corporate limits of the Town for the creation of a public park. The Town agrees to pledge a portion of the revenue it receives from coal severance money in an amount equal to \$30,000 each year to repay the loan. Commissioner Don Wallace abstained.

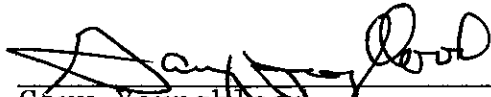
Exhibit 5-8, Pages 335-338

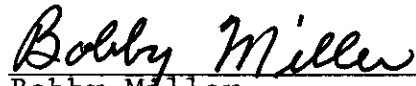
Commissioner Gary Youngblood presented a petition signed by twenty residents of Gilmore Mine Road and Falcon Crest Subdivision requesting that Tuscaloosa County pave Gilmore Mine Road.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 17, 2006.

  
\_\_\_\_\_  
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

ALBERT SANDERS ROAD SANFORD LANE AND WALTON DRIVE  
PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	8,900	CY	7. <sup>00</sup>	62,300. <sup>00</sup>
210A-001	½ MILE OVERHAUL UNIT	50	CY	1. <sup>00</sup>	50. <sup>00</sup>
600A-000	MOBILIZATION	1	LUMP SUM	15,000. <sup>00</sup>	15,000. <sup>00</sup>
608A-001	SEPARATION GEOTEXTILE	1,700	SY	3.50	5,950. <sup>00</sup>
610-C-001	LOOSE RIPRAP CLASS II	1,750	TON	24. <sup>00</sup>	42,000. <sup>00</sup>
665J-000	SILT FENCE, TYPE "A"	2,800	L.F.	3.50	9,800. <sup>00</sup>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	3,100	CYIP	7.50	23,250. <sup>00</sup>
<b>Total Bid</b>					158,350. <sup>00</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: Tomlin Construction, LLC

Mailing Address: 641 Linn Fife Road Gordo, AL 35466

Telephone: 205-364-7022

Name: Larry Tomlin

Title: managing member

Date: May 3, 2006

File: f:/users/Mike/Road Construction 2006/Albert Sanders Road/Sub Base Bid

ALBERT SANDERS ROAD SANFORD LANE AND WALTON DRIVE  
PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	8,900	CY	4.00	35,600. <sup>00</sup>
210A-001	½ MILE OVERHAUL UNIT	50	CY	2.00	100.00
600A-000	MOBILIZATION	1	LUMP SUM		2,500. <sup>00</sup>
608A-001	SEPARATION GEOTEXTILE	1,700	SY	2.20	3,740. <sup>00</sup>
610-C-001	LOOSE RIPRAP CLASS II	1,750	TON	27.00	47,250. <sup>00</sup>
665J-000	SILT FENCE, TYPE "A"	2,800	L.F.	3.00	8,400. <sup>00</sup>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	3,100	CYIP	7.50	23,250. <sup>00</sup>
<b>Total Bid</b>					120,840. <sup>00</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: VINSON Trucking & Contracting

Mailing Address: P.O. Box 70907, Tuscaloosa, AL 35407

Telephone: (205) 554-0060

Name: Betty J. VINSON

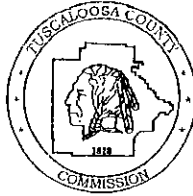
Title: OWNER

Date: May 3, 2006

File: *f:/users/Mike/Road Construction 2006/Albert Sanders Road/Sub Base Bid*

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
DON WALLACE  
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

April 18, 2006

Racon Inc.  
H&W Construction  
Ryan Shirley Inc.  
Fair Contracting  
Vinson Trucking

GFC Construction Inc.  
Barnes Excavating  
Price Contracting  
Tomlin Construction  
REV Construction

Gentlemen:

Tuscaloosa County will accept bids for construction of Chism Road, Boxwood Drive, and Junkins Drive until 9:00 a.m., Wednesday, May 3, 2006.

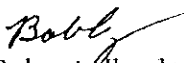
Attached are bid specifications and bid submission form for said project. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

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, May 3, 2006.

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: Bobby Hagler  
file

5-2

CHISM ROAD, BOXWOOD, IN'S DRIVE  
PROJECT BL SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	6,500	CY	4.00	26,000.00
210A-001	1/2 MILE OVERHAUL UNIT	100	CY	2.00	200.00
600A-000	MOBILIZATION	1	LUMP SUM		2959.10
608A-001	SEPARATION GEOTEXTILE	5,200	SY	2.15	11,180.00
610-C-001	LOOSE RIPRAP CLASS II	2,925	TON	27.00	78,975.00
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	3.00	6,000.00
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	800	CYIP	12.00	9,600.00
606-A-005	Roadway Underdrain	2,000	L.F.	13.00	26,000.00
<b>Subtotal</b>					160,914.10
	Water line relocation	1	Lump		56,398.32
<b>Total Bid</b>					217,312.42

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: VINSON Trucking & Contracting

Mailing Address: P.O. Box 70907 Tuscaloosa, AL 35407

Telephone: (205) 554-0060

Name: Betty J. Vinson

Title: owner

Date: May 3, 2006

File: f:\users\Mike\Road Construction 2006\Chism Road\Sub Base Bid



CHISM ROAD, BOXWOOD DRIVE AND JUNKIN'S DRIVE  
PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	6,500	CY	10 <sup>00</sup>	65,000 <sup>00</sup>
210A-001	½ MILE OVERHAUL UNIT	100	CY	1 <sup>00</sup>	100 <sup>00</sup>
600A-000	MOBILIZATION	1	LUMP SUM	15,000 <sup>00</sup>	15,000 <sup>00</sup>
608A-001	SEPARATION GEOTEXTILE	5,200	SY	3 <sup>50</sup>	18,200 <sup>00</sup>
610-C-001	LOOSE RIPRAP CLASS II	2,925	TON	24 <sup>00</sup>	70,200 <sup>00</sup>
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	3 <sup>50</sup>	7,000 <sup>00</sup>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	800	CYIP	6 <sup>50</sup>	5,200 <sup>00</sup>
606-A-005	Roadway Underdrain	2,000	L.F.	17 <sup>00</sup>	34,000 <sup>00</sup>
<b>Subtotal</b>					214,700 <sup>00</sup>
	Water line relocation	1	Lump	66,634 <sup>00</sup>	66,634 <sup>00</sup>
<b>Total Bid</b>					281,334 <sup>00</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: Tomlin Construction, LLC

Mailing Address: 641 Lum Fife Rd. Gordo, AL 35466

Telephone: 205-364-7022

Name: Larry Tomlin

Title: Managing member

Date: May 3, 2006

File: f:\users\Mike\Road Construction 2006\Chism Road\Sub Base Bid

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
DON WALLACE  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

### COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
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April 18, 2006

Racon Inc.  
Sartain Lumber & Contracting  
GFC Construction Inc.  
Barnes Excavating  
Price Contracting  
S.T. Bunn Construction Co.  
Mallory Burkhalter Paving Inc.

Melvin Sellers Excavating  
Gray Excavating  
West Contracting  
Ryan Shirley Inc.  
Fair Contracting  
APAC Alabama

Gentlemen:

Tuscaloosa County will accept bids for base processing on Water Tower Road until 9:00 a.m., Wednesday, May 3, 2006. Attached are bid specifications and bid submission form for said project.

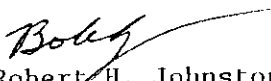
Direct all inquiries in regard to this bid to County Engineering Coordinator Mike Henderson at telephone number (205)345-6600.

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, May 3, 2006.

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.

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.

Sincerely,

  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: Bobby Hagler  
file

**WATER TOWER ROAD  
PROJECT BID SHEET**

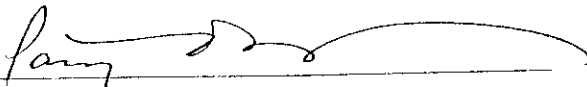
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	2,400	SYCIP	\$1.50	\$3,600.00
BASE PROCESSING	9	Roadbed Station	\$590.00	\$5,310.00
<b>TOTAL BID</b>				<b>\$8,910.00</b>

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: 758-2274

Name:   
Patty O. Burkhalter

Title: Secretary/Treasurer

Date: May 2, 2006

File: f:/users/Mike/Road Construction 2006/Water Tower Road/ Base Processing

WATER TOWER ROAD  
PROJECT BID SHEET


DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	2,400	SYCIP	.60	1440.00
BASE PROCESSING	9	Roadbed Station	495.00	4455.00
<b>TOTAL BID</b>				<u>5895.00</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 Const. Co. Inc.

Mailing Address: 1904 University Blvd  
TUSCALOOSA AL 35401

Telephone: 205 752 8195

Name: ST Bunn Jr. 

Title: President

Date: 5/3/2006

File: *f:/users/Mike/Road Construction 2006/Water Tower Road/ Base Processing*

R E S O L U T I O N

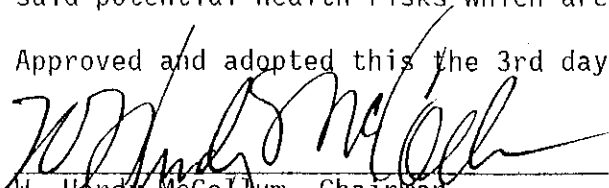
WHEREAS, the Tuscaloosa County Commission is preparing an application for an FY 2006 Community Development Block Grant to provide a portion of the required funds for the extension of sanitary sewer service in the Culver Road / Johnson Road area in southwest Tuscaloosa County; and

WHEREAS, the project is being undertaken in order to eliminate the potential health risks which are present as stated in the application package which will be submitted for funding consideration to the Alabama Department of Economic and Community Affairs; and

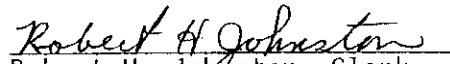
WHEREAS, the determination has been made, as stated in the grant application, that it would be in the best interest of the public to connect all of the eligible households, regardless of income level, to the new sanitary sewer extension in order to eliminate the potential health risks created by poorly functioning septic tanks and other related problems;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby endorses the aforementioned determination of public benefit and approves the use of a portion of the local matching funds for undertaking the connection of all qualified residential housing units in conjunction with the construction of the proposed project, pending the grant approval by ADECA, in order to alleviate said potential health risks which are present.

Approved and adopted this the 3rd day of May, 2006.

  
W. Hardy McCallum, Chairman  
Tuscaloosa County Commission

S E A L

Attest:   
Robert H. Johnston, Clerk  
Tuscaloosa County Commission

3 April, 2006

Mr. Robert Spence  
Hubbard, Smith, McIlwain, Brakefield, & Browder  
P.O. Box 2427  
Tuscaloosa, AL 35403-2427

Fax: 759.1195

Re: Lunsford Construction  
Construction Management Agreement  
Tuscaloosa County Courthouse Renovation  
Fourth & Fifth Floors

Dear Robert:

The agreement between the Tuscaloosa County Commission & Lunsford Construction for this phase of the Courthouse renovation project has expired. The original agreement is dated October 7, 2005, and expired December 1, 2005. The project delay is completely the responsibility of the design team.

Lunsford Construction is requesting to renegotiate their compensation for services due to the change in scope of the work. The terms of the original contract are:

- 3.5% of the construction cost, w/ a cost estimate of \$2,000,000.00
- Reimbursable expenses not to exceed \$ 7,000.00 / month (18 months)
- Total Compensation not to exceed \$196,000.00  
(see 'Construction Manager's Compensation', page 5 of 8)

Due to an expanded scope of work in the project, and a rise in material costs, the total construction cost is going to be higher than the original estimate. Lunsford Construction would like to renegotiate the following:

- 3.5% of the construction cost, w/ a cost estimate of \$2,100,000.00
- Reimbursable expenses not to exceed \$ 7,000.00 / month (18 months)
- Total Compensation not to exceed \$199,500.00

Please present this to the County Commission for their approval. Call if you have any questions.

Sincerely,

Fitts Architects, Inc.

Evans Fitts, AIA  
President



**TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT**

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



Bobby C. Hagler  
County Engineer

April 19, 2006

Allan D. Springer, Sr.  
Assistant County Engineer

Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

**Re: Waiver Request – Savannah Crossing Subdivision**

Dear Mr. Chairman and Members of the Commission:

Attached is a map of a proposed sewer outfall line and easement that would extend from the Savannah Crossing Subdivision to the sewerage system located in Graymont Subdivision. The proposed subdivision is being developed by Savannah Crossing, LLC and is being represented by Mr. Matt Caddis. CSS Mullins is the company handling the surveying and layout for this project. The proposed subdivision is located in District 3 and located at the west end of Lower Hulls Road.

As part of the requirements of the Tuscaloosa County Subdivision Regulations, all utility easements must have a minimum width of 20 feet. Savannah Crossing would like to be able to use a 10-foot wide easement along a lot line between two parcels in order to get to the existing system located in Graymont.

Mr. Caddis is requesting the following waiver from the subdivision regulations:

- i) **The requirement that all utility easements must be a minimum of 20.0 feet in width.**

**Rule 5-4-12** states in regards to utility easements, “Easements having a minimum width of twenty (20) feet and located along the side or rear lot lines shall be provided, as required for utility lines, and underground mains and cables.”

Should you have any questions, please contact Mr. Robert (Bob) McEachern at this office, and he will be available to assist you in this matter.

Sincerely yours,

Bobby C. Hagler, P.E.  
County Engineer

cc: Mr. Farrington Snipes, County Planner  
Robert Spence, County Attorney  
Bobby Johnston, Commission Clerk

MONTH OF: MAR, 2006

FUND	CHECK NUMBERS	AMOUNT	
A02	PAYROLL	20996-22052	\$1,628,200.16
A04	ROAD & BRIDGE	2622-2753	\$2,294,818.64
A05	GENERAL FUND	11474-11799	\$5,480,512.62
D05	GEN FUND SPECIAL		
B03	EXCESS LAND		
B08	GAS TAX BONDING		
B14	3R GAS TAX		
B23	CAPITAL IMPROVE		
D01	FIDUCIARY		
D02	PISTOL PERMIT	2832-2838	\$9,324.02
D03	E 911	1685-1694	\$29,103.77
D04	UNCLAIMED WITNESS		
E01	REAPPRAISAL	3646-3664	\$157,230.82
E02	MFG HOMES		
E03	HEALTH INSURANCE		
E04	MOTOR VEH TRAINING		
F01	GENERAL LIABILITY		
F02	TAX ASSR SPECIAL	347	\$68.61
F03	TAX COLL SPECIAL	235	\$25.52
F04	WORKMEN'S COMP	848, 5071	\$13,229.41
F06	COMMUNITY DEVELOP		
F07	DA WORTHLESS CHK	1691-1708	\$7,811.05

CHECKED BY: W M Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM W Hardy McCollum

COMMISSIONER, DON WALLACE Don Wallace

COMMISSIONER, GARY YOUNGBLOOD Gary Youngblood

COMMISSIONER, BOBBY MILLER Bobby Miller

COMMISSIONER, REGINALD MURRAY Reginald Murray



STATE OF ALABAMA )

TUSCALOOSA COUNTY )

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the TOWN OF VANCE, a Municipal Corporation, hereinafter "Town" or "Vance" and TUSCALOOSA COUNTY, a political subdivision of the State of Alabama, hereinafter "County" on this the \_\_\_\_\_ day of April, 2006, as follows:

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the parties desire to create a public park within the municipal limits of the Town, for the benefit of the residents of the Town and the County; and

**WHEREAS**, the Town has asked the County to assist it in purchasing the property needed for the proposed public park; and

**WHEREAS**, Title 11 of the Code of Alabama (1975), grants to the County the authority to financially assist the Town;

**NOW, THEREFORE**, the parties enter into contract for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

**SECTION ONE.** The County agrees to loan to the Town the sum of Three Hundred Twenty Thousand and no/100 (\$320,000.00) Dollars for the purchase of real estate within the corporate limits of the Town, for the creation of a public park.

**SECTION TWO.** The Town agrees to pledge a portion of the revenue it receives from coal severance money in an amount equal to Thirty Thousand and no/100 (\$30,000.00) each year to repay the loan.

EX 5-8

EX 5-8

SECTION THREE. Miscellaneous Clauses

A. **Capacity.** Each party to this agreement represents and warrants to the other as follows:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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D. **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.

E. **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.

F. **Binding Effect:** This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

G. **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.

H. **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.

I. **Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

J. **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.

K. **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.

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.

L. **Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision

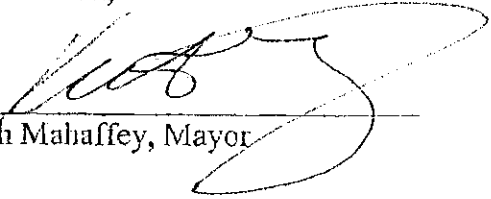
EX 5-8

EX 5-8

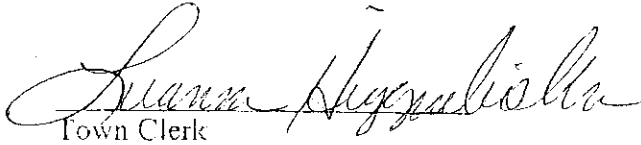
or part thereof had been omitted.

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

TOWN OF VANCE, a municipal corporation,

By:   
Keith Mahaffey, Mayor

ATTEST:

  
Town Clerk

TUSCALOOSA COUNTY, a political subdivision of the State of Alabama,

By: \_\_\_\_\_  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

\_\_\_\_\_  
Robert H. Johnston, County Clerk