

APPROVED AS TO FORM

Office of the City Attorney

GDW

Prepared By: CAN
Requested: Projects Cmte
Presentation on: 2/25/2014
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THIRD AMENDMENT TO FUNDING AGREEMENT WITH TUSCALOOSA COUNTY PARK AND RECREATION AUTHORITY (A13-0487)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and is hereby, authorized to execute the third amendment to the funding agreement with the Tuscaloosa County Park and Recreation Authority for various improvements within city parks as follows:

- 1. Rosedale Park will be referenced as Harmon Park.
 - 2. The budget for Harmon Park will be increased to \$1,070,000.00.
 - 3. The term of the agreement will be extended to April 30, 2015.
 - 4. Duplication of benefits will be referenced as it relates to disaster recovery funded projects (Harmon and Jaycee).
 - 5. Green Building Standards will be referenced as it relates to the disaster recovery funded projects (Harmon and Jaycee);
- and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

Amending the \$5,617,000
agreement with PARP; moving
\$20,000 from Snow Hstg to Parks
to Harmon Park.

By: *Whitney*
Finance Director

COUNCIL ACTION

Resolution ✓
Ordinance _____
Introduced _____
Passed 2-25-14
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

**TUSCALOOSA CITY COUNCIL MEETING
AGENDA
February 25, 2014**

1. CALL TO ORDER: 6:00 p.m.

Council Prayer: Dear God, bless our proceedings today Give us wisdom to know what is just and the strength to do what is right. Amen.

Pledge of Allegiance: I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

2. APPROVAL OF MINUTES

Council President Pro Tem: As the Council has received a synopsis of the previous meeting, I move that we dispense with the reading of the minutes of the same unless there are any deletions, additions, or corrections.

3. PROCLAMATIONS AND STATEMENTS BY MAYOR AND COUNCIL

Proclamations

- Mayor Maddox will present a proclamation declaring Tuesday, February 25 "Stand Strong Day" in Tuscaloosa.

Mayor Announcements

Department Announcements

4. AGENDA ITEM COMMENTS BY CITIZENS

Citizens are encouraged to sign in with the City Clerk in order to assure that their comments which relate to a specific agenda item are received prior to the consideration by the City Council of that specific agenda item. Speakers are limited to five (5) minutes each.

5. UNFINISHED BUSINESS

Council Committee Reports

Clerk's Report of Mayor's Veto

6. CONSENT AGENDA: (items a through h) All matters listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion and vote. There will be no separate debate, amendment, or substitution of these items. If the same is desired by the Mayor and/or any member of the Council, upon request made on the record, that item will be removed from the Consent Agenda and considered separately under the regular Order of Business.

- a. Declaring property surplus and authorizing its disposal. P6
- b. Authorizing the issuance of a loan to Glenda J. Rich for home purchase assistance under the City's HOME Program; total: \$5,000.00. P7

- c. Authorizing the issuance of a loan to Gloria J. Cockrell for home purchase assistance under the City's HOME Program; total: \$5,000.00. P8
- d. Authorizing payment to ServiceMaster in settlement of claim on behalf of 3925 Brookhill Road; total \$185.00. (14-0067) P9
- e. Authorizing payment to State Farm Insurance in subrogation for Leatha Anne Darden in settlement of claims; total: \$1,351.37. (14-0060) P10
- f. Authorizing payment to ServiceMaster in settlement of claim on behalf of 612 James I. Harrison Jr. Blvd.; total: \$185.00. (14-0068) P11
- g. Authorizing payment to ServiceMaster in settlement of claim on behalf of 2316 TY Rogers, Jr. Avenue; total: \$135.00. (14-0066) P12
- h. Authorizing an adjustment and refund of excess deposit to K&A Builders, Inc. for installation of water mains and services for 1006 Veterans Memorial Parkway hydrant relocation; total: \$3,882.41. P13

7. PUBLIC HEARINGS

Adopting Zoning Amendment No. 1289 to rezone all property in the corporate limits of the City presently zones R-4S to R-4. (A13-1111) (introduced 1-30-14) PP14-27

Adopting Zoning Amendment No. 1290 to amend the text of the Zoning Ordinance pertaining to Chapter 24, amending various Sections 24-21, 24-31, 24-32, 24-33, 24-34, 24-35, 24-36, 24-40, 24-43 and 24-122(a) deleting all references to Moderate Density Residential Districts (R-4S). (A13-1064) (introduced 1-30-14) PP28-41

Approving the sign permit application DR/Overlay 05-14 of Robert Hallmark for 2330 4th Street. (A14-0136) P42

Approving ABC application of CMW Holdings, LLC for alcohol licenses at Avenue Pub; 405 23rd Avenue; 35401:

- > 14-014a restaurant retail liquor license P43
- > 14-014b on premises retail beer license P44

8. RESOLUTIONS AND ORDINANCES NOT OF A GENERAL NATURE OR PERMANENT OPERATION

Approving the ABC application of Casual Class Catering, Inc. for a special events retail license - more than 30 days at the Dinah Washington Cultural Arts Center, 620 Greensboro Ave. (14-013) P45

Rescinding previous resolution awarding competitive bid for the purchase of assorted water supplies and awarding to next responsible low bidder. (bid no. 32010-070913-1) P46

Rejecting bids received for the City-Wide Home Repair Program (A13-1116) P47

Authorizing the Mayor to execute a grant application with the Alabama Historical Commission to update the downtown Tuscaloosa Historic District's National Register nomination. (A14-0159) P48

Authorizing the Mayor to execute an agreement between sponsor and USDA/State Department of Education, a statement of authority and signature authorization certificate for the 2014 Summer Food Service Program for children. (A14-0153) PP49-50

Authorizing a loan renewal package for a T-33 airplane located at Robert Cardinal Airport Park. (A14-0156) P51

Authorizing the filing of a lien at 3002 22nd Street pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$284.50. (13-0329, 13-0297, 14-0057; Lester Pruitt estate) P52

Authorizing the filing of a lien at 1724 16th Ave. E. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0338; Sharon Latham) P53

Authorizing the filing of a lien at 511 26th Ave. E. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0298; US Bank N.A.) P54

Authorizing the filing of a lien at 626 25th Ave. E. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$154.61. (13-0299; Sheila Ryan) P55

Authorizing the filing of a lien at 910 Alberta Dr. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$401.42. (13-0335; William Gibbs Kirkland Family Trust) P56

Authorizing the filing of a lien at 2141 Harris Court (formerly 2104 Harris Court) pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total \$104.50. (13-0303; South Bay Properties, LLC) P57

Authorizing the filing of a lien at 21 Lakeview pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$460.54. (13-0322; Young Family, LLC) P58

Authorizing a memorandum of understanding with the University of Alabama Department of Telecommunication and Film. (A14-0141) P59

Tentatively awarding a contract to Alabama Guardrail, Inc. for a public works or public improvement project as follows: Guardrail Installation, Repair and/or Maintenance. (A14-0074) PP60-61

Authorizing the Mayor to execute an amendment to the Mitchell Water System Supply Agreement. (A14-0163) P62

Authorizing application for the 2014 Coca-Cola Public Space Recycling Bin Grant funded by Keep America Beautiful. (A14-0164) P63

Authorizing the third amendment to the funding agreement with Tuscaloosa County Park and Recreation Authority. (A13-0487) P64

Authorizing amendment no. 1 to the contract for engineering and related services with Walker Associates, Inc. for the Alberta Parkway Project. (A12-1324) P65

Authorizing the filing of a lien at 2121 Harris Court pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0304; South Bay Properties, LLC) P66

Authorizing the filing of a lien at 2131 Harris Court pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0301; South Bay Properties, LLC) P67

Rejecting bid and authorizing re-bid of contract for landfill services. (A14-0047) P68

If necessary, Council rules of procedure will be suspended at this time.

9. ORDINANCES AND RESOLUTIONS OF A GENERAL NATURE OR PERMANENT OPERATION

FOR INTRODUCTION

Adopting Annexation No. 630 to annex approximately 41.4 acres located north and east of Greystone Subdivision. (A14-0148; John H. Plott and E. Wendell Shirley) (may be adopted by unanimous consent following introduction) PP69-71

Appointing and reappointing members to various boards. P72

Introducing Zoning Amendment No 1294 to amend the text of the Zoning Ordinance pertaining to Chapter 24, Article XVIII Riverfront Development District Regulations, Section 24-239, Conditional Uses. (A14-0084) PP73-74

FOR ADOPTION

Setting April 1 as the date for public hearing to consider adoption of Zoning Amendment No. 1294. (A14-0084) P75

10. AUDITING ACCOUNTS

Authorizing payment of bills; total \$1,982.79. P76

11. CITIZEN'S COMMENTS AND OTHER COMMUNICATIONS

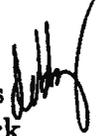
12. EXECUTIVE SESSION

13. POLICY IMPLEMENTATION

Mayor: Subject to the exercise of mayoral veto on ordinances of a general nature or permanent operation, all applicable departments are hereby ordered to otherwise implement council policy this date enacted.

14. ADJOURN

02/21/2014

Debby K. Clements 
Assistant City Clerk

Following each item of business is the page number of the item as it appears in the full agenda presented to council members. Should you have questions about a particular item, you may contact the Office of the City Clerk at (205) 248-5010 or by email to tcroom@tuscaloosa.com or dclements@tuscaloosa.com. Please refer to the page number of the item in question so it can be more quickly accessed.

SYNOPSIS
TUSCALOOSA CITY COUNCIL MEETING
February 25, 2014

CONVENED: 6:00 p.m.

MEMBERS PRESENT

Mayor Walt Maddox

President Pro Tem Taylor

Councilmembers Odom, Almond, Calderone, Tyner, Pugh and McKinstry

ABSENT

None

BUSINESS CONDUCTED: All votes are unanimous unless otherwise indicated.

Approved minutes of previous meeting (T/Ty)

Approved items "a through "h" on the consent agenda. (Ty/C)

- a. Declared property surplus and authorizing its disposal.
- b. Authorized the issuance of a loan to Glenda J. Rich for home purchase assistance under the City's HOME Program; total: \$5,000.00.
- c. Authorized the issuance of a loan to Gloria J. Cockrell for home purchase assistance under the City's HOME Program; total: \$5,000.00.
- d. Authorized payment to ServiceMaster in settlement of claim on behalf of 3925 Brookhill Road; total: \$185.00. (14-0067)
- e. Authorized payment to State Farm Insurance in subrogation for Leatha Anne Darden in settlement of claims; total: \$1,351.37. (14-0060)
- f. Authorized payment to ServiceMaster in settlement of claim on behalf of 612 James I. Harrison Jr. Blvd.; total: \$185.00. (14-0068)
- g. Authorized payment to ServiceMaster in settlement of claim on behalf of 2316 TY Rogers, Jr. Avenue; total: \$135.00. (14-0066)
- h. Authorized an adjustment and refund of excess deposit to K&A Builders, Inc. for installation of water mains and services for 1006 Veterans Memorial Parkway hydrant relocation; total: \$3,882.41.

Adopted Ordinance No. 8056 by adopting Zoning Amendment No. 1289 to rezone all property in the corporate limits of the City presently zones R-4S to R-4. (A13-1111) (introduced 1-30-14) (Ty/T; John McConnell with Planning and Development Services gave a brief report on the proposed zoning amendment. Mr. Bryan Winter and Mr. Joel Brown spoke on behalf of the zoning amendment. No one else spoke in favor of or in opposition to the amendment.)

Adopted Ordinance No. 8057 by adopting Zoning Amendment No. 1290 to amend the text of the Zoning Ordinance pertaining to Chapter 24, amending various Sections 24-21, 24-31, 24-32, 24-33, 24-34, 24-35, 24-36, 24-40, 24-43 and 24-122(a) deleting all references to Moderate Density Residential Districts (R-4S). (A13-1064)

(introduced 1-30-14) (T/Ty; John McConnell with Planning and Development Services gave a brief report on the proposed zoning amendment. No one else spoke in favor of or in opposition to the amendment.)

Tabled for 7 days the approval of the sign permit application DR/Overlay 05-14 of Robert Hallmark for 2330 4th Street. (A14-0136) (Ty/M; John McConnell with Planning and Development Services gave a brief report on the permit application. The applicant was not present to answer questions from the Council. No one else spoke in favor of or in opposition to the application.)
Note: the item will next be heard on March 4.

Approved ABC application of CMW Holdings, LLC for alcohol licenses at Avenue Pub; 405 23rd Avenue; 35401: (Vincent Brown with the Revenue Department and Captain Rodney Gilliam with the Tuscaloosa Police Department each gave a departmental report. The applicant was present to answer questions from the Council. No one else spoke in favor of or in opposition to the application.)

- > 14-014a restaurant retail liquor license (M/C)
- > 14-014b on premises retail beer license. (Ty/C)

Approved the ABC application of Casual Class Catering, Inc. for a special events retail license – more than 30 days at the Dinah Washington Cultural Arts Center, 620 Greensboro Ave. (14-013) (T/M; Vincent Brown with the Revenue Department and Captain Rodney Gilliam with the Tuscaloosa Police Department each gave a departmental report. The applicant was present to answer questions from the Council.)

Rescinded previous resolution awarding competitive bid for the purchase of assorted water supplies and awarding to next responsible low bidder. (bid no. 32010-070913-1) (Ty/M)

Rejected bids received for the City-Wide Home Repair Program. (A13-1116) (P/M)

Authorized the Mayor to execute a grant application with the Alabama Historical Commission to update the downtown Tuscaloosa Historic District's National Register nomination. (A14-0159) (T/M)

Authorized the Mayor to execute an agreement between sponsor and USDA/State Department of Education, a statement of authority and signature authorization certificate for the 2014 Summer Food Service Program for children. (A14-0153) (T/P)

Authorized a loan renewal package for a T-33 airplane located at Robert Cardinal Airport Park. (A14-0156) (A/C)

- The resolution filing a lien at 3002 22nd Street pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$284.50 was withdrawn at the request of the Office of the City Attorney. (13-0329, 13-0297, 14-0057; Lester Pruitt estate)
- Authorized the filing of a lien at 1724 16th Ave. E. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0338; Sharon Latham) (P/M)
- Authorized the filing of a lien at 511 26th Ave. E. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0298; US Bank N.A.) (M/P)
- Authorized the filing of a lien at 626 25th Ave. E. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$154.61. (13-0299; Sheila Ryan) (T/C)
- Authorized the filing of a lien at 910 Alberta Dr. pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$401.42. (13-0335; William Gibbs Kirkland Family Trust) (P/M)
- Authorized the filing of a lien at 2141 Harris Court (formerly 2104 Harris Court) pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0303; South Bay Properties, LLC) (A/M)
- Authorized the filing of a lien at 21 Lakeview pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$460.54. (13-0322; Young Family, LLC) (C/A)
- Authorized a memorandum of understanding with the University of Alabama Department of Telecommunication and Film. (A14-0141) (Ty/T)
- Tentatively awarded a contract to Alabama Guardrail, Inc. for a public works or public improvement project as follows: Guardrail Installation, Repair and/or Maintenance. (A14-0074) (M/P)
- Authorized the Mayor to execute an amendment to the Mitchell Water System Supply Agreement. (A14-0163) (T/C)
- Authorized application for the 2014 Coca-Cola Public Space Recycling Bin Grant funded by Keep America Beautiful. (A14-0164) (P/M)
- Authorized the third amendment to the funding agreement with Tuscaloosa County Park and Recreation Authority. (A13-0487) (C/Ty)
- Authorized amendment no. 1 to the contract for engineering and related services with Walker Associates, Inc. for the Alberta Parkway Project. (A12-1324) (Ty/P)

Authorized the filing of a lien at 2121 Harris Court pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0304; South Bay Properties, LLC) (P/Ty)

Authorized the filing of a lien at 2131 Harris Court pursuant to Section 13-69(b), Code of Tuscaloosa and Section 11-47-140, Code of Alabama, 1975; total: \$104.50. (13-0301; South Bay Properties, LLC) (P/M)

Rejected bid and authorizing re-bid of contract for landfill services. (A14-0047) (M/T)

The Council suspended the rules of procedure (Ty/A)

Expressed support for a policy regarding implementation of minority/disadvantaged business enterprise program. (A14-0151) (A/M)

The Council returned to the regular agenda.

Adopted Ordinance No. 8058 by adopting Annexation No. 630 to annex approximately 41.4 acres located north and east of Greystone Subdivision. (A14-0148; John H. Plott and E. Wendell Shirley) (introduction, Ty/P; unanimous, Ty/T)

Adopted Ordinance No. 8059 by appointing and reappointing members to various boards. (introduction, Ty/M; unanimous, A/T; C, P - abstained)

Introduced Zoning Amendment No. 1294 to amend the text of the Zoning Ordinance pertaining to Chapter 24, Article XVIII Riverfront Development District Regulations, Section 24-239, Conditional Uses. (A14-0084) (Ty/P)

FOR ADOPTION

Set April 1 as the date for public hearing to consider adoption of Zoning Amendment No. 1294. (A14-0084) (P/T)

Authorized the payment of bills; total: \$1,982.79. (Ty/T)

OTHER MATTERS BROUGHT BEFORE THE COUNCIL

Mayor Maddox presented a proclamation declaring Tuesday, February 25 as "Stand Strong Day" in Tuscaloosa.

Mayor Maddox announced the next Town Hall Meeting is Thursday, February 27 at 5:30 p.m. It will be held in District 3 at Verner Elementary School.

Mr. George Stewart announced an event for Black History Month. This event will be held at Central High School on Friday, February 28 and Saturday, March 1. It is free to the public. Seating is limited.

Ethel Whitt addressed the Council regarding various matters.

Norma Young thanked the Council for supporting the minority contractors in the city.

POLICY IMPLEMENTATION BY MAYOR:

“Subject to the exercise of mayoral veto on ordinances of a general nature or permanent operation, all applicable departments are hereby ordered to otherwise implement council policy this date enacted.”

ADJOURNED 6:44 p.m. (Ty/T)



Debby K. Clements
Assistant City Clerk

Following each item of business are the initials of the Councilmember who introduced the item and the Councilmember who seconded the matter: O-Odom, T-Taylor, A-Almond, C-Calderone, Ty-Tyner, P-Pugh, M-McKinstry. Only "No" votes are distinguished.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

THIRD AMENDMENT TO MUNICIPAL AGENCY FUNDING CONTRACT
(A13-0487)

THIS AMENDMENT to that certain agreement made and entered into by and between the parties on the 27th day of June, 2013, as amended, by and between the CITY OF TUSCALOOSA, a Municipal Corporation, of the State of Alabama (hereinafter sometimes referred to as "City" or "the City"), and Tuscaloosa County Park & Recreation Authority, (hereinafter sometimes referred to as the "Agency") on this the 7th day of March, 2014, as follows:

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

WHEREAS, heretofore, the City of Tuscaloosa and the Agency entered into a funding agreement regarding various improvements to city parks; and,

WHEREAS, the City desires to amend the agreement as follows:

1. Rosedale Park will be referenced as Harmon Park.
2. The budget for Harmon Park will be increased to \$1,070,000.00.
3. The term of the agreement will be extended to April 30, 2015.
4. Duplication of benefits will be referenced as it relates to disaster recovery funded projects (Harmon and Jaycee).
5. Green Building Standards will be referenced as it relates to the disaster recovery funded projects (Harmon and Jaycee).

NOW, THEREFORE, the City of Tuscaloosa and the Agency do hereby enter into this amendment to the agreement between the parties on the above date, for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

SECTION ONE: That Section II. "SERVICES" shall be amended to read as follows:

"II. SERVICES

The Agency shall provide the following public services within the Corporate Limits of the City of Tuscaloosa:

Capital Improvements to parks and recreation centers within the City limits as presented to the City Council Public Projects Committee on May 7, 2013 and City Council Finance Committee on May 14, 2013 including:

1. Harmon Park: Playground Unit—Large, Replacement of Lions Club, 2 Pavilions—One on each side of road, Fencing, Gravel Parking, Walking Path.

2. Jaycee Park: Replace outdoor basketball court moved by tennis complex, Permanent cover for Pomegranate Shelter, Benches/Trash cans, Bike/Skate Bowls, Add playground unit.
3. McDonald Hughes Center: Storm shelter match, New Roof, New Interior Storage, Remodel Old Gymnasium, Remodel Entrance of Center, Rewire for more Exercise Equipment, Redesign Interior Office Space for better building control, upgrade restrooms, retile floors, scrolling marquee sign, new exercise equipment, move community room sign to front entrance, field upgrades (irrigation, turf equipment and storage), add window to replace garage door.
4. Springbrook Park: Picnic tables and Park Signage.
5. Freeman Park: New Play Unit and Park and Pool Signage.
6. Rock Quarry Park/Boat Launch: Sea Wall and Backfill to Stop Lake Erosion, Boardwalk and Canoe Launch Pier, Replace Main Pier—Grant Match Money, Clivus Moltrum Composting Toilet, Landscaping.
7. Riverview Boat Launch: New Boat Pier, Parallel Style—Grant Match Money.
8. Bowers Pool: Add Large Slides, Add Kids Spray/Play Features.
9. Palmore Park: Build skate park and birding pavilion/boardwalk.
10. Phelps Center: Exercise Equipment, Electrical Upgrades for Exercise Equipment, Landscaping and fencing.
11. Sokol Park: "Will May" Dog Park, Pump Track Park, Mountain Bike Feature, Outdoor Exercise Equipment, (2) Playground units and (2) Shelters.
12. Snow Hinton Park: Widen Walking Path, Landscaping, Benches/Trash cans, Multiple Playground Units and Large Pavilion.
13. McAbee Center: HVAC Upgrades.
14. Belk Center: New Exercise Equipment and Electrical Upgrades for Exercise Equipment.

Costs to be allocated as follows:

Harmon Park	\$ 1,070,000
Jaycee Park	\$ 205,000
Hughes Center	\$ 1,617,000
Springbrook Park	\$ 10,000
A.L. Freeman Park	\$ 90,000
Rock Quarry Boat Launch	\$ 300,000
Riverview Boat Launch	\$ 40,000
Bowers Pool	\$ 355,000
Palmore Park	\$ 480,000
Phelps Center	\$ 125,000
Sokol Park	\$ 385,000
Snow Hinton Park	\$ 805,000
McAbee Center	\$ 30,644
Belk Center	<u>\$ 104,356</u>
Total	\$ 5,617,000

If Agency provides public services both inside and outside the Corporate Limits of the City, then, if requested by the City or its representative, it shall submit an audit report demonstrating that services by the Agency, at least to the extent of the funding herein, shall be

and were provided within the Corporate Limits of the City, including an identification of the number of City residents served by said agency.”

SECTION TWO. The followings language shall be be added to the contracts for Park Improvements for both Harmon Park and Jaycee Park to read as follows:

“XVII. COMPLIANCE WITH THE STAFFORD ACT AND 24 CFR 570

The Agency shall assist the City in complying with the Stafford Act, as amended, (42 U.S.C. 5121 through 5207) and the applicable sections of 24 CFR part 570 to prevent fraud, abuse, and duplication of benefits and shall assist in recapturing duplication, if such is determined.

XVIII. GREEN BUILDING STANDARDS FOR NEW CONSTRUCTION

In accordance with the approved City of Tuscaloosa CDBG—Disaster Recovery Action Plan, the Agency will incur construction costs for capital improvements to both Harmon Park and Jaycee Park in Tuscaloosa, Alabama, within in City limits of Tuscaloosa and within Tuscaloosa County. These improvements will benefit low to moderate income persons as defined by the income limits established for Tuscaloosa County.

The general contractor completing construction work on these park improvements shall have a General Contractor’s license issued by the City of Tuscaloosa and shall obtain a building permit from the City as required by the City Planning and Development Services Department. All work completed by contractors shall be in accordance with the International Building Code as adopted by the City of Tuscaloosa.

All such park improvements shall be constructed in accordance with HUD guidelines and shall be completed by the Developer no later than April 30, 2015. The park improvements and construction must be in accordance with Green Building Standard for New Construction (as promulgated by HUD on March 5, 2013, see FR-5696-N-01); the Developer must design and construct to incorporate principles of sustainability, including water and energy efficiency, resilience and mitigation for the impact of future disasters; the Developer must make available any and all information necessary to the City for monitoring visits; the Developer must disclose Subcontractors (if any) contracted to work on any of the units and provide any other information regarding such as requested by the City, and shall assist the City in recapture of duplication of benefits if such determined.

Project Administration

The Developer will carry out the Harmon Park and Jaycee Park Improvement Projects in compliance with all applicable Federal, State and Local Regulations, including but not limited to all procurement rules and regulations.”

SECTION THREE. Miscellaneous.

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

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.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

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

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

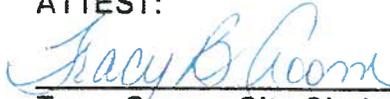
Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof 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.

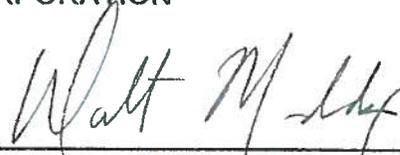
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION

ATTEST:


Tracy Croom, City Clerk

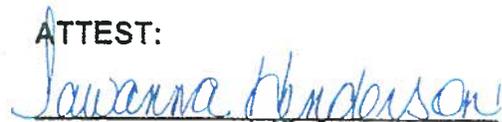
BY:



Walter Maddox, Mayor

TUSCALOOSA COUNTY PARK AND RECREATION AUTHORITY

ATTEST:



BY:



TITLE: EXECUTIVE DIRECTOR