

**RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION**

RESOLUTION NO. 22-008

**RESOLUTION AUTHORIZING THE DIRECT PAYMENT OF
\$3,393,146.60 TO THE CITY OF TUSCALOOSA FOR PROPERTY
ACQUISITION AND RIGHT-OF-WAY COSTS NOT REIMBURSED BY
THE 2020-A BOND FOR JACK WARNER PARKWAY/MARTIN LUTHER
KING BOULEVARD PROJECT IMPROVEMENTS**

WHEREAS, the City of Tuscaloosa (“City”) is proceeding with construction of improvements on Jack Warner Parkway, identified as Project #3 of the TCRIC-ALDOT Agreement; and

WHEREAS, the TCRIC authorized a Joint Funding Agreement with the City pursuant to the terms of Res. 16-014, as amended by Res. 17-001, Res. 19-007, Res. 20-004, 20-008 and 20-014, for the City to be reimbursed up to \$32,915,687 in project costs by the TCRIC; and

WHEREAS, TCRIC has authorized and distributed one (1) payment on the City’s bonded indebtedness related to this project in the amount of \$1,659,626.40 on August 30, 2021, as approved by Res. 20- 014 and Res. 21-007 ; and

WHEREAS, the City has now provided TCRIC finance chair Judge Rob Robertson with an invoice dated March 11, 2022, (attached as Exhibit A to this resolution), which includes an itemized amount of right-of-way and property acquisition expenses in the amount of **\$3,393,146.60**, and the City has advised the

TCRIC finance chair that such amount has been determined to be non-reimbursable from the Series 2020-A bond obtained by the City for this project in November, 2020; and

WHEREAS, the City now requests the Commission to 1). agree to allow **\$3,393,146.60** of the attached March 11, 2022 invoice to be considered for immediate payment by the Commission; and if approved, 2). authorize the Chair to execute the direct payment funding agreement attached as Exhibit B; and 3). agree to amend the FY2022 budget reflecting the direct payment of the same as an approved project cost separate and apart from the annual debt payment required by Res. 20-014 and Res. 21-007, with the balance of the attached March 11, 2022 invoice to be further reviewed by the parties for separate consideration for payment at a later date.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Road Improvement Commission, that it hereby agrees to consider the immediate payment request from the City of Tuscaloosa for **\$3,393,146.60** at its April 1, 2022 meeting, and further, that it hereby authorizes the Chair to execute the direct payment funding agreement attached as Exhibit B to this resolution, and that it further authorizes the amendment to the FY 2022 budget to include the immediate direct payment of the same.

BE IT FURTHER RESOLVED that the balance and remainder of the attached March 11, 2022 invoice shall be held for review and consideration at a later date; and

BE IT FURTHER RESOLVED by the Commission that the TCRIC Administrator work with TCRIC's accountant, auditor and legal counsel, in conjunction with the City of Tuscaloosa staff, to determine how to correctly reflect this authorized direct payment in the TCRIC budget payments and obligations for this project, (as these expenses were included in the total project cost of \$32,915,687 previously approved by this Commission in Res. 20-014 and for which an annual bonded indebtedness payment has been made pursuant to Res, 21- 007), and to report to the Commission regarding the same at its next scheduled commission meeting.

RESOLVED AND DONE this 1st day of April, 2022

Tuscaloosa County Road Improvement Commission


BY:  _____
Walt Maddox, Chair

EXHIBIT A
to TCRIC Res. 22-008
Direct payment invoice dated March 11, 2022



INVOICE

TO: TCRC
Walt Maddox, Chairman
PO Box 2906
Tuscaloosa, AL 35403

Customer Account #		275429
Date	AR Code	Invoice #
3/11/2022	235GBI	4
Total Amount of Invoice		\$ 4,449,121.00

REIMBURSE COSTS - per Agreement executed 08/06/2016 A16-0849 associated with MLK/JWP- 21st Avenue to Stillman Boulevard Agreement amended on 03/25/2019, and 09/15/2020. Detailed support documents enclosed.

Vendor	City of Tuscaloosa Contract Number	Total Amount Paid as of 03/02/22
Various - Appraisals	N/A	80,500.00
Various - Property Acquisitions	N/A	3,393,146.60
Various - Asbestos Remediation	N/A	41,443.55
TuscBlue Printing	N/A	416.00
Burk-Kleinpeter, Inc.	A17-0445	740,258.00
Kansas City Southern Railway	N/A	9,550.48
Comcast - Utility Relocation	A21-1697	16,216.70
COT Materials Inventory	N/A	421.79
Burk-Kleinpeter, Inc. - ALDOT	A09-0945	388,826.68
2016-A Bond Interest - MLK/JWP	N/A	567,569.89
2017-A LOC Interest	N/A	5,950.44
2017-A LOC Debt Issuance Fees	N/A	4,820.87

Total City of Tuscaloosa Expenses	\$	5,249,121.00
Less: Prior Reimbursements		(800,000.00)
Total Invoice Amount Due	\$	4,449,121.00

For questions related to this invoice contact
 London Jenkins
 Associate Director
 Accounting & Financial Reporting Division
 (205) 248-5193
ljenkins@tuscaloosa.com

Remit payment to: City of Tuscaloosa
 A&F - Revenue
 PO Box 2089
 Tuscaloosa, AL 35403

EXHIBIT B
To Resolution 22-008
DIRECT PAYMENT AUTHORIZATION FUNDING AGREEMENT

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

**DIRECT PAYMENT FUNDING AGREEMENT FOR PAYMENT OF
\$3,393,146.60 TO THE CITY OF TUSCALOOSA FOR PROPERTY
ACQUISITION AND RIGHT-OF-WAY COSTS NOT REIMBURSED BY
THE SERIES 2020-A BOND FOR JACK WARNER PARKWAY/MARTIN
LUTHER KING BOULEVARD PROJECT IMPROVEMENTS**

WHEREAS, the City of Tuscaloosa (“City”) and the Tuscaloosa County Road Improvement Commission (“TCRIC”), entered into a Joint Funding Agreement (“Agreement”) in February 2017 to provide for the management and costs associated with the road improvements on Jack Warner Parkway/Martin Luther King Boulevard (“Project”), with the City to manage and provide the initial funding for the stated improvements and TCRIC to reimburse the City for the costs and expenses for the project through annual reimbursement payments to the City not to exceed the amount necessary to reimburse the City’s thirty (30) year bonded indebtedness for actual expenditures on the Project; and

WHEREAS, the City of Tuscaloosa (“City”) is proceeding with construction of improvements on Jack Warner Parkway, identified as Project #3 of the TCRIC-ALDOT Agreement; and

WHEREAS, the TCRIC authorized a Joint Funding Agreement with the City pursuant to the terms of Res. 16-014, as amended by Res. 17-001, Res. 19-007, Res. 20-004, 20-008 and 20-014, for the City to be reimbursed up to \$32,915,687 in

project costs by TCRIC, with the original 2017 Joint Funding Agreement being amended on or about September 20, 2020 (attached as Exhibit A), to provide the sole manner and method for payments to the City of Tuscaloosa by an annual bond indebtedness payment, but retaining the remaining provisions of the original Joint Funding agreement (attached as Exhibit B); and

WHEREAS, TCRIC has authorized and distributed one (1) payment on the City's bonded indebtedness related to this project in the amount of \$1,659,626.40 on August 30, 2021, as approved by Res. 20- 014 and Res. 21-007.

HOWEVER, the City has now provided TCRIC finance chair Judge Rob Robertson with an invoice dated March 11, 2022, (attached as Exhibit C), which includes an itemized amount of right-of-way and property acquisition expenses in the amount of **\$3,393,146.60**, which the City has advised TCRIC have been determined as of August 2021 to be non-reimbursable project costs and expenses from the Series 2020-A bond obtained by the City for this project in November, 2020. The City has further confirmed that this direct payment request of **\$3,393,146.60** are project costs and expenses included in the \$32,915,687 total project cost approved in September, 2020 prior to the City's acquisition of its Series 2020-A bonded indebtedness for nonspecific Elevate projects as well as the JWP/MLK project.

AND NOW, THEREFORE, the City of Tuscaloosa requests the Commission to authorize a direct funding payment in the amount of **\$3,393,146.60, to be immediately distributed upon approval by the Commission and execution of this funding agreement,** as an approved project cost separate and apart from the annual debt payment required by Res. 20-014 and Res. 21-007, with the balance of the attached March 11, 2022 invoice to be further reviewed by the parties prior to separate consideration for payment authorization at a later date.

IN CONSIDERATION OF THE ABOVE, THE PARTIES NOW AGREE AS FOLLOWS:

1). TCRIC agrees to pay and distribute funds equal to the requested property acquisition and right-of-way related project costs in the amount of **\$3,393,146.60 as a direct project payment distribution,** with no intent to amend or modify the current joint funding agreement, as amended in September, 2020, for \$32,915,687; however, the parties agree that the City shall amend the total amount to be paid by TCRIC to the City for the approved JWP/MLK project to reflect this direct payment amount, together with the prior direct payment of \$800,000 as authorized and paid on September 30, 2019 (by Resolution 19-016.) (The City has advised TCRIC that this direct project cost payment in 2019 has not previously been credited to the total project cost but will now be included along with the current direct payment distribution.) The City will document

these adjustments in a manner that will be shown for TCRIC's project expenditures in its City financial ledgers, and will document the same for the TCRIC financial advisors, accountant and auditors, as needed and requested by the same.

2). The parties agree that TCRIC shall continue to review the expenses included in the March 11, 2022 invoice attached as Exhibit C to this direct payment funding agreement, with the remaining unpaid items on that invoice to be further reviewed, analyzed and discussed prior to submission to the Commission for payment consideration.

As part of this continued invoice review, the parties further agree that should any item be determined to have been incorrectly or inadvertently included for payment by the City as an unpaid, non-reimbursed project cost, such item will be removed from any payment request and the remaining balance of the pending March 11, 2022 invoice will be revised to reflect the same. Likewise, should any item included in the amount of the **\$3,393,146.60 property and right-of-way acquisition related expenses** requested at this time for immediate payment be determined to have been incorrectly or inadvertently included for payment by the City as an unpaid, non-reimbursed project cost, the City agrees to credit TCRIC for such amount, thereby further reducing the total project cost of \$32,915,687 previously approved by this Commission in Res. 20-014 and for which an

annual bonded indebtedness payment has been made pursuant to Res. 21-007.

3). The City agrees to provide quarterly project cost and expenditure reports as required by the following provision 2.3, on page 3, of the attached 2017 Joint Funding Agreement (Exhibit B):

2.3 Once the project has been let and a contract awarded, the City further agrees to provide TCRIC and/or its auditors a copy of the same. The City and/or its project manager will provide a status report on the project progress at least quarterly after the project contract has been awarded, and will provide an itemized statement of project costs at least every quarter as well.

TCRIC requests, and the City agrees, to include itemization of the amounts expended on the total project to date, including distributions and payments from the Series 2020-A bond proceeds, and any and all project estimates itemized by appropriate project category. TCRIC states its ongoing budget process requires updated, documented project cost expenditures and estimates in order to address ongoing total project cost budgeting and project planning; the City acknowledges this statement and agrees to the same.

Further, the City agrees to immediately advise the Commission of any documented determination of an expense or project cost that may require any future direct project cost invoice request, including but not limited to, utility relocation or other construction related costs. TCRIC states, and the City agrees, that authorization of this direct payment request does not obligate the Commission to any future direct payments separate and apart from its agreed annual bonded indebtedness payment. 5

4). The City shall further timely provide detailed information related to its total project cost estimates which may require amendment to the current TCRIC annual bond indebtedness repayment terms, specifically related to the sole bond repayment indebtedness approved by TCRIC in Res. 20-014 and Res. 21-007.

IN WITNESS WHEREOF, the parties hereto have executed this Direct Payment Funding Agreement on this the __ day of April, 2022.

By: 
Walter Maddox, Mayor

ATTEST: 
City Clerk

TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION

By: 
Mayor Walt Maddox, Chair

ATTEST:

TCRIC Administrator

EXHIBIT A
to TCRIC DIRECT PAYMENT FUNDING AGREEMENT
FOR JWP/MLK PRIORITY PROJECT COSTS

AMENDMENT #2 TO THE JOINT FUNDING AGREEMENT BETWEEN THE
CITY OF TUSCALOOSA AND THE TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION FOR CONSTRUCTION OF ROAD
IMPROVEMENTS ON MARTIN LUTHER KING BOULEVARD/JACK
WARNER PARKWAY

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION

RESOLUTION NO. 20-014

**RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE
AMENDMENT #2 TO THE JOINT FUNDING AGREEMENT WITH THE
CITY OF TUSCALOOSA FOR CONSTRUCTION OF IMPROVEMENTS
TO JACK WARNER PARKWAY/MARTIN LUTHER KING BOULEVARD**

WHEREAS, the City of Tuscaloosa (“City”) is proceeding with the construction of improvements on Jack Warner Parkway/Martin Luther King Boulevard (“Project”), identified as Project #3 of the TCRIC-ALDOT Agreement; and

WHEREAS, the TCRIC authorized a Joint Funding Agreement with the City pursuant to the terms of Res. 16-014, as amended by Res. 17-001, 19-007, 20-004, and 20-008, for the City to be reimbursed up to \$32,915,687 in Project costs by the TCRIC; and


WHEREAS, the City is preparing to issue General Obligations Warrants, Series 2020-A, including funds for the execution of the Project; and

WHEREAS, the City has requested an amendment to the Joint Funding Agreement to further define the mechanism for the payment of funds under the Agreement (See, Proposed Amendment attached hereto as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED the TCRIC authorizes its Chairman to execute the amendment to the Project Joint Funding Agreement attached hereto as Exhibit A.

RESOLVED AND DONE this 15th day of September, 2020.

Tuscaloosa County Road Improvement Commission

BY: 

Judge Ward D. Robertson, III, Chairman

EXHIBIT A
to TCRIC Res. 20-014

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**AMENDMENT #2 TO THE JOINT FUNDING AGREEMENT BETWEEN THE CITY OF
TUSCALOOSA AND THE TUSCALOOSA COUNTY ROAD IMPROVEMENT
COMMISSION FOR CONSTRUCTION OF ROAD IMPROVEMENTS ON MARTIN
LUTHER KING BOULEVARD/JACK WARNER PARKWAY**

WHEREAS, the City of Tuscaloosa ("City") and the Tuscaloosa County Road Improvement Commission ("TCRIC"), entered into a Joint Funding Agreement ("Agreement") in February 2017 to provide for the management and costs associated with the road improvements on Jack Warner Parkway/Martin Luther King Boulevard ("Project"), with the City to manage and provide the initial funding for the stated improvements and TCRIC to reimburse the City for the costs and expenses for the project as outlined herein; and,

WHEREAS, the City has agreed to manage the project itself as a permitted project by the Alabama Department of Transportation ("ALDOT") with the agreement that TCRIC will provide annual reimbursement payments to the City not to exceed the amount necessary to reimburse the City's thirty (30) year bonded indebtedness for actual expenditures on the Project; and

WHEREAS, the TCRIC has taken affirmative action with regard to the Project on five (5) occasions, including Res. 16-014, 17-001, 19-007, 20-004, and 20-008; and

WHEREAS, the TCRIC and the City hereby amend the agreement to reflect further repayment specificity regarding repayment terms.

WITNESSETH

THE AGREEMENT is hereby amended as follows (amended text in redline):

Section 3. Funding and Appropriation

3.1 The City shall expend the amounts needed to complete this project, with an estimated cost of \$32,915,687 (Thirty-Two Million, Nine Hundred Fifteen Thousand, Six Hundred Eighty-Seven Dollars and No Cents). The City agrees to provide TCRIC with written notice within ten (10) days if the City determines that the project completion costs will exceed this amount by more than \$75,000.

3.2 Upon the issuance of any warrants by the City for the financing of this project in a principal amount not to exceed \$32,915,687, the City shall submit a debt service schedule to TCRIC, stating the amount of principal and interest due with respect to the warrants in each calendar year (the "Annual Debt Service Amount") for the entire period in which the warrants are outstanding. No less than sixty (60) days in advance of the first debt service payment during each calendar year that the warrants are outstanding, the City shall request the Annual Debt Service Amount from the TCRIC, and TCRIC agrees to shall approve the transfer of the reimburse the City for the Annual Debt Service Amount at its first regular meeting following such notice. Upon such transfer, the City agrees to deposit the Annual Debt Service Amount in the debt service fund for the warrants. In accordance with this section, TCRIC hereby orders and directs its Chairman (and any successor to the duties and functions thereof) to pay the Annual Debt Service Amount to the City pursuant to the terms of this Agreement. full amount it has expended for this project, including any expended interest payments or approved change orders, at the time of project completion, excluding any expenditures previously reimbursed pursuant to Section 3.2.1. The parties also agree that any monies received from ALDOT or from any federal funding source for this project will not be reimbursed.

3.2.1 Should the warrants ever be refinanced by the City, any present value interest cost savings shall be used to reduce the total interest cost of this project, and a new annual debt service schedule shall be submitted to TCRIC within 30 days of such refinancing. So long as the refinancing achieves not less than three percent (3%) net interest cost savings (including all costs of issuance), the City shall not be required to obtain TCRIC's consent to refinance the warrants. Should the City determine that reimbursement for some portion of expended funds is needed prior to project completion, it will notify TCRIC of the same thirty (30) days prior to the TCRIC meeting at which such request for early reimbursement is to be considered, providing documentation of its expenditures adequate to satisfy standard government accounting and auditing practices. TCRIC will honor reimbursement requests within 60 days of receipt subject to funding as established by the adopted budget of the TCRIC.

3.2.2 At the time of project completion, the City shall make a written request for reimbursement for any remaining expenditures that have not been reimbursed pursuant to Section 3.2-4, providing documentation of ~~such~~ all project expenditures adequate to satisfy standard accounting and auditing practices, thirty (30) days prior to the TCRIC meeting at which such request for final reimbursement is to be considered.

For the purposes of this agreement, project completion shall mean that any and all other compliance review agencies have performed final inspection of this permitted project with an approval of all work completed and pursuant to the permit issued, has authorized the release of the permit bond including the City's final inspection and release of contract reserve and retainage as well.

The remainder of the Agreement and all terms and provisions therein shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Joint Funding Agreement as of this 15th day of September, 2020.

CITY OF TUSCALOOSA,
a municipal corporation

By: 
Walter Maddox, Mayor

ATTEST:


Kelli W. McIntyre
City Clerk

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION

By: 
Judge Ward D. Robertson, III, Chairman

ATTEST:

/s/ Nicole B. Hampton
TCRIC Legal Counsel

EXHIBIT B
to TCRIC DIRECT PAYMENT FUNDING AGREEMENT
FOR JWP/MLK PRIORITY PROJECT COSTS

2017 JOINT FUNDING AGREEMENT BETWEEN THE CITY OF
TUSCALOOSA AND THE TUSCALOOSA COUNTY ROAD IMPROVEMENT
COMMISSIONS FOR CONSTRUCTION OF ROAD IMPROVEMENTS ON
MARTIN LUTHER KING BOULEVARD/JACK WARNER PARKWAY

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**JOINT FUNDING AGREEMENT BETWEEN THE CITY OF TUSCALOOSA
AND THE TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSIONS FOR
CONSTRUCTION OF ROAD IMPROVEMENTS ON MARTIN LUTHER KING
BOULEVARD/JACK WARNER PARKWAY**

WHEREAS, the City of Tuscaloosa ("City") and the Tuscaloosa County Road Improvement Commission ("TCRIC"), as evidenced by the authorization resolutions attached as "Exhibit A", have reached an agreement to provide for the management and costs associated with the road improvements on Jack Warner Parkway/Martin Luther King Boulevard, with the City to manage and provide the initial funding for the stated improvements and TCRIC to reimburse the City for the costs and expenses for the project as outlined herein; and,

WHEREAS, the City of Tuscaloosa has agreed to manage the project itself as a permitted project by the Alabama Department of Transportation ("ALDOT") with the agreement that TCRIC will provide annual reimbursement payments to the City beginning no earlier than fiscal year 2018; and

WHEREAS, the project is estimated to cost \$23.3 million based on the cost estimates and scope of work proposed by the City and its consultants, BKI; and

WHEREAS, the City agrees to provide documentation of warrants and expenditures (including bonded or other indebtedness) sought to be reimbursed to the City by TCRIC annually. This documentation should be provided within 45 (forty-five) days of a written request from TCRIC or its auditors; and

WHEREAS, the City has further requested reimbursement for all costs related to this project already expended as well as any related costs and expenses the City may have accrued to date. TCRIC agrees to reimburse such expenses if documented as an actual

cost of the project involved, with reference to this specific project in all expense documentation and warrants submitted; and

WHEREAS, the parties agree and understand that TCRIC's annual payment to the City shall not exceed the amount necessary to reimburse the City's thirty (30) year bonded indebtedness for actual expenditures on the project described, if the City obtains a bond for this project or, should the City determine that it will finance this project cost by funds already available, said reimbursement shall not exceed the amount needed to reimburse the City for its actual project costs from inception to completion, amortized over a thirty (30) year period. The parties further agree that should TCRIC obtain or receive funds adequate to satisfy its indebtedness to the City for this project as a lump sum, the City shall be paid the actual value of its expenditures on this project (including any project contract liability for the project, if paid prior to project completion), plus any interest accrued to that date.

WITNESSETH

THIS AGREEMENT is made and entered into by and between the City and TCRIC on this the _____ day of February, 2017, for and in consideration of the sums herein stated and other good and valuable mutual consideration moving between the parties and as more particularly set forth herein, as follows:

Section 1. Authority

The City and TCRIC are entering into this agreement according to the rights, duties and authorities granted to them pursuant to Alabama law.

Section 2. Description of Project

2.1 This Agreement includes but isn't limited to planning, acquisition costs, legal, administrative, railroad permits, railroad licensing and review fees, Professional Engineering Design and Construction Phase Services, as well as construction of the improvements as defined in the attached Exhibit "B" and in conformity with eligible capital improvement costs pursuant to Amendment 666 of the Constitution of Alabama, 1901. The City, by and through its chosen and authorized consultant, BKI, will submit the final project design to TCRIC once completed for use by the commission members and to be placed on the TCRIC website for public information. The City will be solely responsible for obtaining all required permits and authorizations to manage and complete the project and shall be solely responsible for the compliance with and management of the same through the completion of the project. Documentation compliant with normal business

operations will be reasonably preserved and held by the City (hereinafter collectively referred to as "Project Documents").

2.2 Once a final design is adopted and the project bid awarded, a copy of the same shall be provided to TCRIC, detailing the final estimated project construction costs, project initiation date and projected project completion date. The City will also document at that time the final amount anticipated to be expended for this project and the requested monthly payments the City requests be budgeted for reimbursement for the total project costs, with said payments to begin no earlier than FY 2018 (October 1, 2017 through September 30, 2018)

2.3 Once the project has been let and a contract awarded, the City further agrees to provide TCRIC and/or its auditors a copy of the same. The City and/or its project manager will provide a status report on the project progress at least quarterly after the project contract has been awarded, and will provide an itemized statement of project costs at least every quarter as well.

Section 3. Funding and Appropriation

3.1 The City shall expend the amounts needed to complete this project, with an estimated cost of \$23,300,000 (Twenty-Three Million, Three Hundred Thousand Dollars and No Cents.) The City agrees to provide TCRIC with written notice within ten (10) days if the City determines that the project completion costs will exceed this amount by more than \$75,000.

3.2 TCRIC agrees to reimburse the City for the full amount it has expended for this project, including any expended interest payments or approved change orders, at the time of project completion, excluding any expenditures previously reimbursed pursuant to Section 3.2.1.. The parties also agree that any monies received from ALDOT or from any federal funding source for this project will not be reimbursed.

3.2.1 Should the City determine that reimbursement for some portion of expended funds is needed prior to project completion, it will notify TCRIC of the same thirty (30) days prior to the TCRIC meeting at which such request for early reimbursement is to be considered, providing documentation of its expenditures adequate to satisfy standard government accounting and auditing practices. TCRIC will honor reimbursement requests within 60 days of receipt subject to funding as established by the adopted budget of the TCRIC.

3.2.2 At the time of project completion, the City shall make a written request for reimbursement for any remaining expenditures that have not been reimbursed pursuant to Section 3.2.1, providing documentation of such expenditures adequate to satisfy standard accounting and auditing

practices, thirty (30) days prior to the TCRIC meeting at which such request for final reimbursement is to be considered.

For the purposes of this agreement, project completion shall mean that any and all other compliance review agencies have performed final inspection of this permitted project with an approval of all work completed and pursuant to the permit issued, has authorized the release of the permit bond including the City's final inspection and release of contract reserve and retainage as well.

3.3 TCRIC additionally agrees to reimburse the City for any and all documented expenditures it may have already incurred for this project prior to the execution of this Agreement. TCRIC agrees to reimburse such expenses only if documented as an actual cost of the project involved, with reference to this specific project in all expense documentation and warrants submitted.

3.4 The parties further agree that should TCRIC obtain or receive funds adequate to satisfy its indebtedness to the City for this project as a lump sum, the City shall be paid the actual value of its expenditures on this project (including any project contract liability for the project, if paid prior to project completion), plus any interest accrued to that date. The parties will work together to determine this reimbursement amount to insure that the City is fully reimbursed for its financial liability for this project.

Section 4. Time

4.1 Time is of the essence for the performance of the respective obligations of each party to this Agreement. If a time period is not stated, then a party shall perform as expeditiously as possible within a reasonable amount of time including obtaining such respective resolutions from each governing body as required assenting to the funding of this Agreement.

Section 5. Open Meetings and Public Records

Due to the fact that public funds and/or things of public value, use of City employees and/or equipment from the City might be utilized during the completion of this Agreement, all parties agree hereto:

5.1 To the same and like extent as is applicable to the City and TCRIC, all meetings of any governing or controlling body or any committee or subcommittee for each Party shall be open to the public when any issue or matter involving or relating directly or indirectly to this Agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided pursuant to this Agreement.

5.2 To the same and like extent as is applicable by state law, all records, documents, letters, minutes, memoranda, etc., shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance of this Agreement or the use of public funds or other things of value provided pursuant to this Agreement, and TCRIC shall provide to the City a copy of all annual audits performed for the TCRIC.

Section 6. Notices

6.1 All notices provided herein or which need to be given in connection with the performance of any obligation or condition of this Agreement shall be in writing and shall be delivered by personal delivery, certified mail, return receipt requested, overnight delivery to the following:

City of Tuscaloosa: Mayor Walt Maddox
Tuscaloosa City Hall
2201 University Blvd.
Tuscaloosa, Alabama 35401

TCRIC: Judge Hardy McCollum
TCRIC Chair
C/O Alyce Spruell, Counsel for TCRIC
P.O. Box 2727
Tuscaloosa, Alabama 35403

Section 7. Miscellaneous

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

7.1.1 That it is a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.1.5 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.

7.1.6 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. Notwithstanding, the parties acknowledge that eminent domain proceedings could impact the City's ability to perform pursuant to this Agreement.

7.1.7 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.

7.1.8 **COMPLIANCE WITH IMMIGRATION LAW:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

7.1.9 **COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

7.2 Final Integration: This Agreement, together with any exhibits and 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

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

7.9 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.

7.10 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.

7.11 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.

7.12 Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Documents, and copies of parts thereof, are the instruments solely for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense

to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

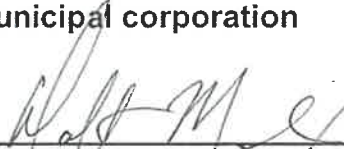
7.13 Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts,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

7.14 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.

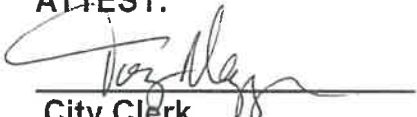
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

**CITY OF TUSCALOOSA,
a municipal corporation**

By: 

Walter Maddox, Mayor

ATTEST:



City Clerk

**TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION**

By: 

W. Hardy McCollum, Chairman

ATTEST:



TCRIC Legal Counsel

EXHIBIT

A

ADOPTED 8/16/16
APPROVED AS TO FORM

Prepared By: GDW/rd
Requested: Mayor/OCA
Presentation on: 8-16-16
Suspension of Rules: YES

Office of the City Attorney

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION
IN REGARDS TO THE JACK WARNER PARKWAY—MARTIN LUTHER KING
BOULEVARD ADD LANES AND ROAD
IMPROVEMENTS PROJECT
(A16-0863)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor
be, and is hereby, authorized to execute on behalf of the City of Tuscaloosa an
agreement with the Tuscaloosa County Road Improvement Commission wherein the
City of Tuscaloosa will assume responsibility for management of the Jack Warner
Parkway—Martin Luther King Boulevard Add Lanes and Road Improvements
Project which is to be funded by the Tuscaloosa County Road Improvement
Commission revenues as generated by Act No. 2015-202, as amended, subject to
review and approval by the City Attorney, and the City Clerk is authorized to attest
the same.

FUNDING REQUIRED: Yes No

By: _____
Finance Director

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

**RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMISSION**

RESOLUTION NO. 16-014

**RESOLUTION AUTHORIZING THE CHAIR TO ACT ON THE
COMMISSION'S BEHALF TO ADOPT AN AGREEMENT WITH THE
CITY OF TUSCALOOSA TO LET THE JACK WARNER PARKWAY-
MARTIN LUTHER KING BOULEVARD ADD LANES AND ROAD
IMPROVEMENT PROJECT**

WHEREAS, the Tuscaloosa County Road Improvement Commission has authorized its counsel to negotiate an agreement with the City of Tuscaloosa regarding work to be completed on Jack Warner Parkway/Martin Luther King Boulevard as proposed by the Mayor of Tuscaloosa and

WHEREAS, such work is identified as Project 3 in the TCRIC-ALDOT Agreement; and

WHEREAS, the City of Tuscaloosa has proposed to manage the project itself as a permitted project by the Alabama Department of Transportation, and requests that TCRIC provide annual reimbursement to the City no earlier than fiscal year 2018, said reimbursement not to exceed the amount needed to reimburse the City for its bonded indebtedness for costs for this project from inception to completion; and

WHEREAS, the project is estimated to cost \$18.8 million based on the cost estimates and scope of work proposed by the City and its consultants, BKI; and

WHEREAS, the City agrees to provide documentation of warrants, expenditures and other evidence of costs sought to be reimbursed by the City from TCRIC each and every time a reimbursement for this project is submitted; and

WHEREAS, the City has further requested reimbursement for all costs related to this project already expended as well as any related costs and expenses the City may have accrued to date. TCRIC agrees to reimburse such interest if documented as an actual cost of the project involved.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Road Improvement Commission, that the Chair be authorized to adopt an agreement with the City of Tuscaloosa to let said project pursuant to the details described above and consistent with plans and estimates provided by the City and BKI, with an understanding that the Commission's annual reimbursement shall not exceed the City's bonded indebtedness for actual expenditures on the project described.

RESOLVED AND DONE this 2nd day of August, 2016

Tuscaloosa County Road Improvement Commission

BY: _____



Hardy McCollum, Chair

**RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION**

RESOLUTION NO. 17-001

**RESOLUTION AUTHORIZING THE CHAIR TO ACT ON THE
COMMISSION'S BEHALF TO ADOPT AN AGREEMENT WITH THE
CITY OF TUSCALOOSA TO LET THE JACK WARNER PARKWAY-
MARTIN LUTHER KING BOULEVARD ADD LANES AND ROAD
IMPROVEMENT PROJECT**

WHEREAS, the Tuscaloosa County Road Improvement Commission adopted Resolution 16-014 on or about August 22, 2016, committing to fund the above described project in the amount of \$18.8 million (attached as Exhibit A to this resolution); and

WHEREAS, after additional design and other work, BKI, as consultant for the City of Tuscaloosa, has determined that this project will require funds in the amount of \$23, 300,000, as outlined in Exhibit B to this resolution; and

WHEREAS, this Commission desires to amend its prior Resolution 16-014 to allow for these additional project costs.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Road Improvement Commission incorporates by reference the contents of Resolution 16-014 adopted on or about August 22, 2016, and agrees to amend its obligation to reimburse the City of Tuscaloosa up to and including the amount of \$23, 300,000. The Commission further authorizes the Chair to adopt an agreement with the City of

Tuscaloosa to let said project pursuant to the details contained in this resolution and Resolution 16-014, consistent with plans and estimates provided to this Commission by the City and BKI, with an understanding that the Commission's annual reimbursement shall not exceed the authorized amount of actual expenditures for this project.

RESOLVED AND DONE this _____ day of _____, 2017

Tuscaloosa County Road Improvement Commission

BY: _____

Hardy McCollum, Chair

EXHIBIT
B

Project overview and TCRIIC information sheet for Resolution 17-001

MLK/JWP Project ---- cost estimate is \$23, 300,000

Information provided by BKI, project consultant for the City of Tuscaloosa:

The project consists of improving the MLK/JWP roadway from 21st Ave to Stillman Boulevard. Improvements include widening the existing 1.5 mile roadway to a 4-lane boulevard section. In addition, the existing train trestles are will be widened to accommodate the new roadway section, therefore improving public safety and travel conditions. Other improvements include streetscaping, pedestrian facilities and access to the Riverwalk.

Martin Luther King/Jack Warner Parkway
City of Tuscaloosa

Design		812,185
ROW		
Appraisals	25,000	
Acquisition	<u>4,000,000</u>	
		4,025,000
Construction		
Roadway	7,500,000	
Bridge	6,860,000	
Utilities	3,000,000	
CE&I	<u>1,041,600</u>	
		<u>18,401,600</u>
Total Estimated Project Costs		<u><u>23,238,785</u></u>

EXHIBIT C
to TCRIC DIRECT PAYMENT FUNDING AGREEMENT
FOR JWP/MLK PRIORITY PROJECT COSTS

DIRECT PAYMENT INVOICE DATED MARCH 11, 2022 FOR PROJECT
COSTS AND EXPENSES NOT REIMBURSED BY THE SERIES 2020-A
BOND



INVOICE

TO: TCRC
Walt Maddox, Chairman
PO Box 2906
Tuscaloosa, AL 35403

Customer Account #	275429	
Date	AR Code	Invoice #
3/11/2022	235GBI	4
Total Amount of Invoice	\$ 4,449,121.00	

REIMBURSE COSTS - per Agreement executed 08/06/2016 A16-0849 associated with MLK/JWP- 21st Avenue to Stillman Boulevard Agreement amended on 03/25/2019, and 09/15/2020. Detailed support documents enclosed.

Vendor	City of Tuscaloosa Contract Number	Total Amount Paid as of 03/02/22
Various - Appraisals	N/A	80,500.00
Various - Property Acquisitions	N/A	3,393,146.60
Various - Asbestos Remediation	N/A	41,443.55
TuscBlue Printing	N/A	416.00
Burk-Kleinpeter, Inc.	A17-0445	740,258.00
Kansas City Southern Railway	N/A	9,550.48
Comcast - Utility Relocation	A21-1697	16,216.70
COT Materials Inventory	N/A	421.79
Burk-Kleinpeter, Inc. - ALDOT	A09-0945	388,826.68
2016-A Bond Interest - MLK/JWP	N/A	567,569.89
2017-A LOC Interest	N/A	5,950.44
2017-A LOC Debt Issuance Fees	N/A	4,820.87

Total City of Tuscaloosa Expenses	\$	5,249,121.00
Less: Prior Reimbursements		(800,000.00)
Total Invoice Amount Due	\$	4,449,121.00

For questions related to this invoice contact
London Jenkins
Associate Director
Accounting & Financial Reporting Division
(205) 248-5193
ljenkins@tuscaloosa.com

Remit payment to: City of Tuscaloosa
A&F - Revenue
PO Box 2089
Tuscaloosa, AL 35403