

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION, INC.

RESOLUTION NO. 26-002

AUTHORIZING FUNDING AGREEMENT WITH THE STATE
[SR-69 South (Plantation Road to I-359)]

RECITALS: The Tuscaloosa County Road Improvement Commission, Inc., a public corporation ("TCRIC"), and the State of Alabama (the "State") acting by and through the Alabama Department of Transportation ("ALDOT"), entered into that certain Agreement for Preliminary Engineering, Right-of-Way Acquisition, Utility and Construction on June 22, 2016, as amended by that certain Amendment to Agreement for Preliminary Engineering, Right-of-Way Acquisition, Utility and Construction dated March 25, 2019 (as amended, the "Master Agreement"). The members (collectively, the "Commission") of TCRIC are the governing board of TCRIC. TCRIC and the State now desire to further amend, modify, and supersede the Master Agreement with regard to the improvement of the intersection of SR-69 South and SR-7 (US-11, Skyland Boulevard) and coordinated improvements on SR-69 South from Plantation Road to north of the I-59 overpass (the "Project").

NOW, THEREFORE, THE RECITALS CONSIDERED, BE IT RESOLVED by the Commission as follows:

(1) FUNDING AGREEMENT FOR PROJECT: The Funding Agreement for Preliminary Engineering, Right-of-Way Acquisition, Utility and Construction to be dated effective the date of its approval by the Governor of Alabama (the "Funding Agreement"), in the form attached hereto as Exhibit A, is approved by the Commission. The Chairman of TCRIC is authorized, directed, and empowered to execute the Funding Agreement, with such revisions as the Chairman may deem necessary, helpful, or appropriate, in his discretion. As provided therein, the Funding Agreement supersedes the Master Agreement with respect to any obligations of the State and TCRIC concerning the Project.

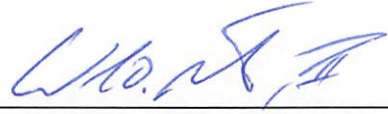
(2) FURTHER AUTHORIZATION: The Chairman is further hereby authorized, directed, and empowered to cause TCRIC to perform its obligations under the Funding Agreement without necessity for further action by the Commission.

(3) EXECUTION, ATTESTING, AND ENSEALING: The signature of either the Chairman or the Vice Chairman shall be sufficient to constitute the execution by TCRIC of the Funding Agreement and any other document contemplated by this Resolution without the necessity of the impressing of the seal of TCRIC or the attestation of such signature, notwithstanding the form of such document to the contrary. However, the Secretary of TCRIC is hereby authorized to affix the seal of TCRIC to the Funding Agreement and any other document contemplated by this Resolution. The Secretary of TCRIC is further authorized to attest the Funding Agreement and any other document contemplated by this Resolution.

IN WITNESS WHEREOF, the undersigned has caused this Resolution to be dated effective as of October 27, 2025.

TUSCALOOSA COUNTY ROAD IMPROVEMENT
COMMISSION, INC.

By: _____


Judge Ward D. (Rob) Robertson, III
Its Chairman

ATTEST:

By: _____

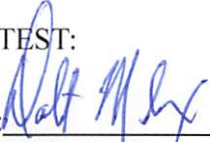

Walt Maddox
Its Secretary

EXHIBIT A

[FORM OF FUNDING AGREEMENT ATTACHED]

**FUNDING AGREEMENT
FOR PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION,
UTILITY, AND CONSTRUCTION**

between
THE STATE OF ALABAMA
and the
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION, INC.

[SR-69 South (Plantation Road to I-59) Project in Tuscaloosa County]

Project Nos. TRIC-STPAAF-0069(540), TRC-ST-063-999-029, TRC-ST-063-999-030, and TRC-NH-0069(540)
CPMS Ref # 100057983, 100057985, 100057986, and 100057987

PART ONE (1): INTRODUCTION

This FUNDING AGREEMENT FOR PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION, UTILITY, AND CONSTRUCTION (this "Agreement") is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the Tuscaloosa County Road Improvement Commission, Inc., hereinafter referred to as "TCRIC".

RECITALS:

A. The STATE and TCRIC desire to cooperate in the funding of the improvement of the intersection of SR-69 South and SR-7 (US-11, Skyland Boulevard) and coordinated improvements on SR-69 South from Plantation Road to north of the I-59 overpass (the "Project"); Project Nos. TRIC-STPAAF-0069(540), TRC-ST-063-999-029, TRC-ST-063-999-030, and TRC-NH-0069(540).

B. The STATE and TCRIC previously entered into a certain Master Agreement dated June 22, 2016 and Supplemental Agreement dated April 23, 2019 relating to various projects, including the Project that is the subject of this Agreement, and the parties acknowledge that this Agreement supersedes the Master Agreement and Supplemental Agreement with respect to any obligations of the Parties concerning the Project.

C. The STATE and TCRIC desire to define and memorialize their obligations under the Agreement with respect to the Project.

NOW, THEREFORE, the recitals considered, which recitals are incorporated into the parties' agreement by this reference, and in further consideration of the mutual covenants herein contained, it is further agreed between the STATE and TCRIC as follows:

PART TWO (2): FUNDING PROVISIONS

A. The TCRIC shall be responsible for all costs of right-of-way acquired prior to the date of this Agreement, including payment of any outstanding fees, costs, condemnation awards,

and any other amounts awarded or to be awarded by the Court in *State of Alabama, ex rel. v. I-359 East, Inc., et al.*, CV-2020-000112, filed in the Circuit Court of Tuscaloosa County, Alabama (hereinafter referred to as the "Billboard Condemnation Costs") to be used for eligible preconstruction costs for the Project.

B. Any cost incurred relating to the Project which is determined to be in excess of the limiting amount previously stated in section A above will be borne and paid by the STATE unless otherwise agreed to in writing by both of the parties.

PART THREE (3): PROJECT SERVICES

The Project Services for the Project are as follows:

A. The STATE will furnish all right-of-way for the Project and associated right-of-way acquisition costs shall be an eligible cost to the Project.

B. All work accomplished under the provisions of this Agreement shall be accomplished on property owned by or which will be acquired by the STATE in accordance with applicable federal and state laws, regulations, and procedures. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

C. TCRIC is not responsible for any construction, engineering, or inspection of the Project. The STATE will perform all construction, engineering, and inspection for the Project.

D. Acquisition of real property by the STATE as a part of the Project shall conform to and be in accordance with all federal environmental laws and all other applicable state and federal laws.

E. Any property or property interests acquired shall be in the name of the STATE and any condemnation or other legal proceedings shall be performed by the STATE.

F. No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from TCRIC.

G. The STATE shall conduct the survey, perform the design, complete the plans and furnish all preliminary engineering for the Project with STATE forces or with a consultant.

H. The STATE shall furnish all construction engineering for the Project with STATE forces or with a consultant.

I. The STATE shall furnish the necessary inspection and testing of materials when needed as part of the Project.

PART FOUR (4): GENERAL CONTRACT PROVISIONS

A. The STATE will be responsible for advertising and receipt of bids and the award of the construction contract for the Project.

B. The STATE shall comply with applicable federal and state laws, rules, regulations, and procedures, including state competitive bidding requirements with regard to Project equipment and/or services financed in whole or in part pursuant to this Agreement.

C. If necessary, the STATE shall file an Alabama Department of Environmental Management ("ADEM") National Pollutant Discharge Elimination System ("NPDES") Notice of Registration ("NOR") (Code Chapter 335-6-12) for the Project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor shall be responsible for compliance with the permit.

D. The STATE will secure all permits and licenses of every nature and description applicable to the Project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the Project or to the Project's activities.

E. TCRIC shall be responsible at all times for its funding obligations outlined in this Agreement and shall indemnify and hold harmless the STATE, ALDOT, and their officers, officials, agents, servants, and employees for TCRIC's obligations and contractual duties arising from its limited funding obligations in this Agreement to the extent provided by Act 2021-408 and Alabama law.

F. The parties agree that all costs for the Project that are paid by ALDOT will be considered eligible costs towards the State's committed financial participation specified in the Master Agreement.

G. TCRIC is not a contractor, subcontractor, or recipient of federal funds pursuant to this Agreement and is solely a joint funding entity for the Project to the limited extent identified herein.

H. The STATE will be obligated for the payment of damages occasioned to private property, public utilities, or the general public caused by the legal liability (in accordance with state and/or federal law) of the STATE, its agents, servants, employees or facilities.

I. Upon completion of the Project, the STATE shall assume full responsibility for the portion of the Project work on STATE right-of-way and shall maintain the Project in accordance with applicable State law.

J. The term of this Agreement shall continue so long as any Project remains incomplete and until all reimbursements due hereunder have been made.

K. The parties expect and intend that the construction of the Project shall be let for bids by the STATE no later than the November 2026 letting or otherwise as soon as reasonably possible.

PART FIVE (5): ACCOUNTING PROVISIONS

The Accounting Provisions for the Project are as follows:

A. TCRIC will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or any of them or their respective authorized representatives, to inspect and audit the books, records and accounts pertaining to the Project at any and all reasonable times, and TCRIC will give its full cooperation to those persons or their authorized representatives, as applicable.

B. TCRIC will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after Project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or any of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

C. Where applicable, an audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by TCRIC, for any audit performed on the Project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

The Miscellaneous Provisions for the Project are as follows:

A. Notwithstanding the parties entering into this Agreement: (a) TCRIC is not an agent of the STATE, its officers, employees, agents or assigns and (b) the STATE is not an agent of the TCRIC, its officers, employees, agents or assigns. TCRIC is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26.

C. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this, then the conflicting provision in this Agreement shall be deemed null and void.

D. By signing this Agreement, 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 this Agreement and shall be responsible for all damages resulting therefrom.

E. No member, officer, or employee of TCRIC, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

F. The terms of this Agreement may only be modified by written revision of this Agreement duly executed by the parties hereto.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63 of the Code of Alabama (1975) and the parties recognize that such provision may delay the start of construction of the Project.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and this Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION, INC.,
a public corporation

By: _____
Hon. Walt Maddox, as Secretary

By: _____
Judge Ward D. "Rob" Robertson, III,
Its Chairman

This agreement has been legally reviewed and is approved as to form.

J. Marland Hayes
TCRIC Legal Counsel

Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Wallace C. McAdory, III, P.E.
ALDOT West Central Region Engineer

Edward N. Austin, P.E.
Chief Engineer

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

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THIS
____ DAY OF _____, 2025.

KAY IVEY
GOVERNOR, STATE OF ALABAMA