

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION, INC.

RESOLUTION NO. 26-003

**AUTHORIZING FUNDING AGREEMENT WITH TUSCALOOSA COUNTY
[Rosser Road Extension Project connecting SR-69S and US-82]**

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. Certain disagreements arose between TCRIC and the State as to the interpretation of the Master Agreement. As a compromise and in order to resolve those disagreements contemporaneously herewith: (1) TCRIC and the State are amending, modifying, and superseding the Master Agreement with regard to the improvement of the intersection (the “SR-69S-Skyland Boulevard 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 “SR-69S-Skyland Project”) and (2) the State acting by and through ALDOT is committing to pay \$5,000,000.00 to Tuscaloosa County, Alabama (the “County”) for the extension and improvement of Rosser Road between SR-69 South and US-82 (US-82/McFarland Boulevard East) (the “Rosser Road Project” and collectively with the SR-69S-Skyland Project, the “Projects”), which commitment is to be evidenced by a separate local transportation agreement between the State and the County. The County sent a letter to TCRIC requesting funding in the amount of \$17,500,000.00 from TCRIC to apply towards the costs of the Rosser Road Project. A copy of such letter is attached to this Resolution as Exhibit A and incorporated herein by this reference. TCRIC desire to honor such request for the funding of the Rosser Road Project.

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

- (1) FINDINGS: The Commission hereby finds and determines as follows:

(a) TCRIC reincorporated under Act 2021-408 of the Alabama Legislature, now codified in Sections 11-81-260 to -279 of the *Code of Alabama* (1975) (the “Authorizing Statute”).

(b) ALDOT advised TCRIC that the Rosser Road Project will provide substantial relief to the congestion experienced at the SR-69S-Skyland Boulevard Intersection and result in improved travel times on SR-69 to and through the SR-69S-Skyland Boulevard Intersection.

(c) The Rosser Road Project is a necessary improvement for traffic management to coordinate with the at-grade design of the SR-69 Project.

(d) The Rosser Road Project constitutes one of the projects described in subsection (c) of Section 11A of Act 2015-220 [sometimes referred to as “HB600”], as amended by Act 2021-279.

(e) The Rosser Road Project constitutes a “project” as defined in Section 1 of the Authorizing Statute [Section 11-81-260 of the *Code of Alabama* (1975)].

(f) The Projects are mutually dependent upon one another due to conditions imposed by the State acting by and through ALDOT.

(g) By reference, the Certificate of Incorporation of TCRIC provides that the scope and the amount to be provided for each TCRIC project is to be determined by the Commission, in its sole discretion.

(2) **FUNDING AGREEMENT - ROSSER ROAD PROJECT:** The Funding Agreement [Rosser Road Extension Project] (the “Funding Agreement”), in the form attached hereto as Exhibit B, 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.

(3) **ANCILLARY ACTIONS AND DOCUMENTS:** The officers of TCRIC, or any of them, are authorized, directed, and empowered to take such other actions and to execute, deliver, attest, seal and (as and if appropriate) file for record in appropriate public offices for and on behalf of TCRIC for and in the name and behalf of TCRIC such other and further documentation as he

determines, any such officer's discretion, to be necessary, helpful, convenient, or desirable in order to give effect to, carry out and consummate the transactions authorized by this Resolution.

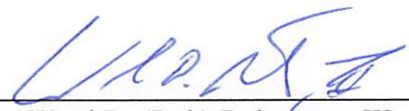
(4) FURTHER AUTHORIZATION: The officers of TCRIC are hereby authorized and directed to cause TCRIC to perform its obligations under all documents contemplated by this Resolution or by the documents described herein, without necessity for further action by the directors.

(5) EXECUTION, ATTESTING, AND ENSEALING: The signature of 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 attest and affix the seal of TCRIC to the Funding Agreement and any other document contemplated by this Resolution, notwithstanding the form of such document or any provision of this Resolution to the contrary.

(6) EXERCISE OF DISCRETION: The exercise of discretion by any officer of TCRIC shall be conclusively presumed by such officer's execution or delivery of any document incidental hereto.

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

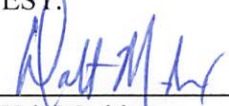
ATTEST:
By: 
Walt Maddox
Its Secretary

EXHIBIT A

[LETTER FROM COUNTY ATTACHED]

WARD D. "ROB" ROBERTSON, III
CHAIRMAN

BYRON D. WAID
COUNTY ADMINISTRATOR

APRIL HOFFMAN
CHIEF FINANCIAL OFFICER



COUNTY COMMISSION
TUSCALOOSA COUNTY, ALABAMA
P.O. BOX 20113 · 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

COMMISSIONERS

STAN ACKER
DISTRICT I

JERRY TINGLE
DISTRICT II

MARK C. NELSON
DISTRICT III

REGINALD MURRAY
DISTRICT IV

October 22, 2025

Kelly Johns
TCRIC Administrator

Dear Mrs. Johns,

Tuscaloosa County is requesting \$17.5m to construct a road that would connect Highway 69S in the Old Greensboro Road / North Rosser Road area to Highway 82 at the east end of Duncanville School Road. This project is approximately 6 miles long, and is the belief of the County Engineer that the project would create a viable alternative route to alleviate traffic from the intersection of 69S and Skyland Blvd.

Scope of Project:

- Resurfacing and striping North Rosser Rd and a portion of Old Marion Road for approximately 2.5 miles as well as realigning portions of this section
- Approximately 2.3 miles of new construction between Old Marion Road and Bear Creek Road
- Approximately 1.2 miles of resurfacing and striping Duncanville Middle School Road
- Access management improvements at the intersections of Highway 69 and Highway 82

If you have any further questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "W.D. Robertson, III", is written over the word "Sincerely,".

Ward D. "Rob" Robertson, III
Chairman, Tuscaloosa County Commission
Judge of Probate

EXHIBIT B

[FORM OF FUNDING AGREEMENT ATTACHED]

STATE OF ALABAMA §
 § ss.
TUSCALOOSA COUNTY §

FUNDING AGREEMENT
[Rosser Road Extension Project]

This Funding Agreement (this “Agreement”) is made and entered into by and between Tuscaloosa County, Alabama, a political subdivision of the State of Alabama (the “County”), and the Tuscaloosa County Road Improvement Commission, Inc., a public corporation (“TCRIC”), effective as of ____ day of _____, 2025.

RECITALS

A. The County and TCRIC desire to cooperate in the funding of the extension and improvement of Roser Road between SR-69 South and SR-82 (US-82/McFarland Boulevard East) Project No. _____.

B. Such project is more particularly described in Article 2 below and is hereinafter referred to as the “Project”.

C. The County shall design, manage, and provide the initial funding for the Project and, subject to the limitations herein, TCRIC shall reimburse the County for the costs and expenses for the Project as described herein.

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 AGREED** by and between the County and TCRIC as follows:

ARTICLE 1. AUTHORITY

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

ARTICLE 2. DESCRIPTION OF PROJECT

The County represents and warrants to TCRIC that an accurate description of the Project is attached to this Agreement as Exhibit A, which description is incorporated herein by this reference. Subject to the limitations in Section 3.3, this Agreement includes engineering, design, right-of-way acquisition costs, construction phase services costs, and the costs of the construction of the improvements described in the attached Exhibit A. The County will obtain all necessary rights-of-way, property rights, permits, and authorizations to locate, design, manage, construct, and complete the Project. For a reasonable period of time after completion of the Project, the County shall preserve and hold all permits, authorizations, receipts, contracts, progress reports, and other documentation related to the Project ordinarily preserved in normal business operations.

ARTICLE 3. FUNDING AND APPROPRIATION

Section 3.1 Cost Estimate: The County represents and warrants to TCRIC that an accurate estimate of the total costs (the “Total Costs”) of the Project is attached to this Agreement as Exhibit B, which estimate is incorporated herein by this reference.

Section 3.2 County to Advance: The County agrees to expend the amounts needed to complete the Project.

Section 3.3 TCRIC to Reimburse: Up to a maximum amount of \$17,500,000.00 (the “Maximum Reimbursement Amount”), TCRIC agrees to reimburse the County for the amounts it expends for the Project. To claim reimbursement, the County shall periodically (but no more frequently than monthly) submit a reimbursement request to TCRIC in the form of the request attached hereto as Exhibit C, which request form is incorporated herein by this reference. The parties agree that any monies or in-kind work received by the County from any third party for the Project will not be reimbursed by TCRIC. For example, the County expects that the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”), will contribute the sum of \$5,000,000.00 to the County for the County to apply to the costs of the Project. The County shall not seek reimbursement from TCRIC for costs of the Project to the extent paid or eligible to be paid from such ALDOT funds.

Section 3.4 Timing of First Reimbursement Request: Should the County determine that reimbursement for some portion of its expended funds is needed prior to the March 2026 meeting of the TCRIC members, the County will notify TCRIC of the same at least 15 days prior to a meeting date of the TCRIC members. TCRIC will make every effort to accommodate such request if its unencumbered funds so allow.

Section 3.5 Cost Overruns: To the extent that the Total Costs for the Project exceed the Maximum Reimbursement Amount, the County shall be solely responsible for that excess. If the County desires to increase the Maximum Reimbursement, the County shall notify TCRIC of the same at least 30 days prior to a monthly meeting date of the TCRIC members. TCRIC shall consider such request at such meeting.

ARTICLE 4. TIME

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.

ARTICLE 5. OPEN MEETINGS AND PUBLIC RECORDS

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

- (a) To the same and like extent as is applicable to the County 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.

(b) 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.

ARTICLE 6. NOTICES

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:

County: Judge Ward D. "Rob" Robertson, III
Tuscaloosa County Courthouse
714 Greensboro Avenue
Tuscaloosa, Alabama 35401

TCRIC: Ms. Kelly Johns
Administrator for TCRI
Synergic Center
3500 5th Street
Northport, Alabama 35476

ARTICLE 7. MISCELLANEOUS PROVISIONS

Section 7.1 **Capacity:** Each party to this Agreement represents and warrants to the other:

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

(b) That it 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, it 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 it 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.

(f) That it 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 it has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

Section 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.

Section 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.

Section 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.

Section 7.5 Binding Effect: This Agreement shall bind the parties and their respective representatives, 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.

Section 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.

Section 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.

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

Section 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.

Section 7.10 Prohibition on Assignment and Delegation: Neither 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.

Section 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.

Section 7.12 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.

Section 7.13 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.

Section 7.14 Definitions: 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.

Section 7.15 Limitation on TCRIC Liability: No recourse under or upon any covenant, representation, warranty, or other provision of this Agreement shall be had against any past, present, or future director, officer, or member of the governing body of TCRIC (or of any successor corporation), either directly or through TCRIC, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Agreement is solely a corporate obligation, and that no personal liability whatever shall attach to, or is or shall be incurred by, any director, officer, or member of the governing body of TCRIC (or any successor corporation), under or by reason of the covenants, representations, warranties, or other provisions in this Agreement.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, or other persons duly authorized to execute same effective as of the date first stated above.

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION, INC.

ATTEST:

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

Walter Maddox
Its Secretary

TUSCALOOSA COUNTY, ALABAMA

ATTEST:

By: _____
Judge Ward D. "Rob" Robertson, III
As Chairman of the County Commission

Its County Administrator

Exhibit A

Description of Project

[to be provided by the County]

Exhibit B

Project Costs Estimate

[to be provided by the County]

Exhibit C

Form of Reimbursement Request

Request for Reimbursement

Date: [Month] ____, [Year]

Reimbursement Request # ____

Pursuant to that certain Funding Agreement between Tuscaloosa County, Alabama, a political subdivision of the State of Alabama (the "County"), and the Tuscaloosa County Road Improvement Commission, Inc., a public corporation ("TCRIC"), dated effective as of the ____ day of _____, 2025 (the "Funding Agreement"), the County hereby requests reimbursement from TCRIC in the amount of \$ _____.

The County certifies to TCRIC that:

1. the representations and warranties of the County in the Funding Agreement are hereby ratified and confirmed as of the date hereof;
2. the reimbursement sought by the County hereunder represents the expenditure of new monies by the County for which no prior reimbursement of the County has occurred;
3. including the current reimbursement amount being sought by the County under this Request for Reimbursement, the County has expended, without otherwise being reimbursed, an amount equal to or exceeding the total of all amounts the County seeks, or has sought, reimbursement from TCRIC;
4. documentation of the County's expenditures for which reimbursement is now being sought is attached to this Request for Reimbursement and such documentation is adequate to satisfy standard government accounting and auditing practices; and
5. as of the date hereof, no event of default has occurred and is continuing under the Funding Agreement.

TUSCALOOSA COUNTY, ALABAMA

By: _____
April L. Hoffman
Its Chief Finance Officer