

**SHELBY COUNTY COMMISSION
OCTOBER 25, 2010
MINUTES**

**STATE OF ALABAMA
COUNTY OF SHELBY**

The Shelby County Commission of Shelby County, Alabama, met at the County Administration Building in the City of Columbiana, Alabama, at 6:00 P. M., Monday, October 25, 2010. The meeting was called to order by Commissioner Lindsey Allison. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

PRESENT

Commissioner Dan Acker
Commissioner Lindsey Allison
Commissioner Joel Bearden
Commissioner Larry Dillard
Commissioner Tommy Edwards*
Commissioner Robbie Hayes
Commissioner Jon Parker
Commissioner Rick Shepherd

ABSENT

Commissioner Corley Ellis

* Commissioner Edwards entered meeting at 6:15 p.m.

**APPROVAL OF MINUTES FROM OCTOBER 11, 2010
RESOLUTION 10-10-25-01**

MOTION: Commissioner Acker - Motion to approve Minutes from October 11, 2010 as presented

SECOND: Commissioner Bearden

VOTE ON MOTION: 6 Yeas – Commissioner Allison, Commissioner Bearden, Commissioner Dillard,
Commissioner Hayes, Commissioner Shepherd; 1 Abstained – Commissioner Parker

MOTION CARRIED

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS
RESOLUTION 10-10-25-02**

MOTION: Commissioner Hayes - Motion to approve the Bills, requisitions and check register for
Government and Proprietary Funds as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

**PUBLIC HEARING-COBRIDGE CABLE
OPEN HEARING
RESOLUTION 10-10-25-03**

MOTION: Commissioner Hayes – Motion to approve Resolution 10-10-25-03 as presented

SECOND: Commissioner Parker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 10-10-25-03

BE IT RESOLVED, that the Shelby County Commission hereby convenes the Public Hearing concerning CoBridge Cable.

PUBLIC HEARING – COBRIDGE CABLE

CLOSED

RESOLUTION 10-10-25-04

MOTION: Commissioner Hayes – Motion to approve Resolution 10-10-25-04 as presented to close the public hearing

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 10-10-25-04

BE IT RESOLVED, that the Shelby County Commission hereby closes the Public Hearing concerning CoBridge Cable at 6:15 p.m.

COMMISSIONER EDWARDS ENTERED MEETING

BUDGET, FINANCE & LEGAL

RESTROOM SUPPLY PRODUCTS

RESOLUTION 10-10-25-05

MOTION: Commissioner Hayes – Motion to approve Resolution 10-10-25-05 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 10-10-25-05

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for paper products to the overall low bidder, Budget Janitorial as attached.

Said bid is located within the County Manager's Office.

ALABAMA DEPARTMENT OF TRANSPORTATION FUNDING AGREEMENT:

T-HANGAR CONSTRUCTION

RESOLUTION 10-10-25-06

MOTION: Commissioner Hayes – Motion to approve Resolution 10-10-25-06 as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 10-10-25-06

BE IT RESOLVED, by the Shelby County Commission as follows:

1. That the Shelby County Commission is authorized to make an application in the amount of five thousand eight hundred dollars and zero cents (\$5,800.00) for airport improvement funding assistance from the State of Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the Shelby County Airport.
2. That the application be submitted for an on behalf of the Shelby County Commission by its Manager who is authorized by this resolution to sign the application and any related forms or documents on behalf of the Shelby County Commission.
3. That the Shelby County Commission is authorized to enter into an airport improvement Funding agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the Shelby County Airport, with partial funding provided by the State of Alabama.
4. That the agreement be executed in the name of the Shelby County Commission for and on behalf of the Shelby County Commission by its Manager.
5. That the agreement be attested by the Administrative Assistant to the County Manager and the seal of the Shelby County Commission affixed thereto.
6. That the authority of the Shelby County Commission to enter into contracts with the State of Alabama has been reviewed by the Shelby County Commission's attorney, and in his/her opinion, the Shelby County Commission is duly authorized to commit the Shelby County Commission to an agreement with the Alabama Department of Transportation.

BE IT FURTHER RESOLVED, that the Shelby County Commission hereby affirms that the local matching share of funds in the amount of five thousand eight hundred dollars and zero cents (\$5,800.00) required for this agreement has been official approved, placed into the budget of the airport and is available for expenditure upon execution of the State of Alabama's funding agreement and the start of the project.

I, the undersigned qualified and acting as the Administrative Assistant to the County Manager of the Shelby County Commission, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Shelby County Commission named therein, at a regular meeting of such body held on the 25th day of October, 2010, and that such resolution is on file in the office of the Shelby County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Shelby County Commission on this 25th day of October, 2010.

Administrative Assistant to the County Manager

**ROADS AND TRANSPORTATION
RIGHT-OF-WAY ACQUISITIONS – BIRCH CREEK SUBDIVISION
RESOLUTION 10-10-25-07**

MOTION: Commissioner Shepherd – Motion to approve Resolution 10-10-25-07 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 10-10-25-07

BE IT RESOLVED, that the Shelby County Commission hereby approves and accepts right-of-way acquisitions

for Project No. SCP 59-788-10; being better known as the Bridge Culvert Extension and Widening on County Road 41 at Birch Creek Subdivision.

Donations: EBSCO Industries, Inc.
Birch Creek Homeowners Association

**GENERAL SERVICES
COBRIDGE CABLE
RESOLUTION 10-10-25-08**

MOTION: Commissioner Parker – Motion to approve Resolution 10-10-25-08 as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 10-10-25-08

A RESOLUTION GRANTING A FRANCHISE TO COBRIDGE TELECOM, LLC, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN SHELBY COUNTY, ALABAMA. PRIMARY FRANCHISE AREA FOR THIS AGREEMENT INCLUDES COLUMBIANA, SHELBY, AND LAY LAKE.

FINDINGS

Following review of Grantee's proposal, and after receiving the comments of any interested parties at a public hearing, the County Commissioners, of Shelby County, Alabama makes the following findings:

- A. Grantee has the technical, legal and financial ability to fulfill the obligations of this Franchise;
- B. Grantee's plans for constructing, upgrading, and operating the Cable System meet or exceed the community's cable-related needs and interests, taking into account the costs; and
- C. Granting the Franchise under the terms and conditions of this Resolution will serve the public interest.

Section 1. Definitions. When used in this Resolution, the following words shall have the meaning given in this Section. The word "shall" is mandatory. The word "may" is discretionary.

(a) "Cable Service" means:

- (i) The one-way transmission to Subscribers of (1) video programming, or (2) other programming service; and
- (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(b) "Cable System" means Facilities located within County, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service to multiple Subscribers.

(c) "County" means Shelby County, Alabama, in the State of Alabama, acting by and through its County Commission, or its lawfully appointed designee.

- (d) "County Commission" means the governing body of Shelby County, Alabama.
- (e) "Facilities" shall mean any reception, processing, distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains surface location markers, appurtenances, and related facilities maintained by Grantee in the Streets.
- (f) "FCC" means the Federal Communications Commission.
- (g) "Franchise" means the rights granted to Grantee under this Resolution to construct and operate the Cable System and to provide Cable Services and other services as permitted by law.
- (h) "Grantee" means CoBridge Telecom, LLC and its permitted successors.
- (i) "Gross Revenues" means all revenues received by Grantee from Subscribers for the provision of Cable Service in the County, except franchise fees and FCC regulatory fees, installation, service, or disconnect charges, equipment fees, advertising revenues, late fees, deposits, any fees itemized and passed through as a result of franchise-imposed requirements; or any taxes or fees on services furnished by Grantee, imposed directly on any Subscriber or user by any municipality, state, or other governmental unit, and collected by Grantee for the governmental unit.
- (j) "Resolution" means this Resolution.
- (k) "Person" means any person, firm, partnership, association, corporation, company, or other legal entity.
- (l) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within County.
- (m) "Subscriber" means any Person who lawfully receives Cable Services from Grantee.

Section 2. Grant of authority.

- (a) Grant of nonexclusive authority. County grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and County may grant franchises to other Persons. If County grants any other cable franchise containing any terms or conditions that are less costly or burdensome to the franchise holder than the terms and conditions of this Franchise, Grantee may, upon notice to County, amend this Franchise to contain the less costly or burdensome terms and conditions included in the other franchise.
- (b) Rules of Grantee. Grantee shall have the authority to promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Resolution.

Section 3. Franchise term. The Franchise commences upon approval by the County Commission and acceptance by Grantee and shall continue to December 31, 2013 unless renewed, revoked or terminated sooner

per Section 13.

Section 4. Conditions of Street occupancy.

- (a) Location of Facilities. Grantee shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction codes and permits. Grantee shall obtain all necessary permits from County and shall comply with all County resolutions of general applicability before commencing any construction, upgrade, or extension of the Cable System, including the opening or disturbance of any Street.
- (c) Repair of Streets and property. Grantee, at its expense, shall promptly restore any Street, public property, or private property damaged by Grantee during the construction, repair, maintenance, or reconstruction of the Cable System.
- (d) Public projects. Upon reasonable prior notice by County, Grantee, at its expense, shall relocate its Facilities as reasonably required by County due to traffic conditions, public safety, street construction, or other public improvements by County.
- (e) Building movement. Upon request of any Person holding a moving permit issued by County and upon reasonable prior notice, Grantee shall temporarily relocate its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation and subsequent reinstallation of Facilities, and may require payment in advance.
- (f) Tree trimming. Grantee may trim any trees in or overhanging the County's Streets as necessary to protect Grantee's Facilities.
- (g) Location of poles. The poles for Grantee's distribution system shall be those erected and maintained by anyone authorized to maintain poles in the Streets or public ways when and where practicable. Grantee shall enter into reasonable standard pole attachment agreements with non-municipal utilities as required by Grantee. Grantee shall specifically have the right to set its own poles if reasonable joint use is not possible or feasible.
- (h) Undergrounding of Facilities. Grantee shall install Facilities underground in any areas where electric or telephone utilities are underground and in any new subdivisions or new additions where utilities are installed underground.
- (i) Regulation of Facilities. County reserves the right to reasonably regulate the erection, construction or installation of any facilities by Grantee and to reasonably designate where the facilities are to be placed within the Streets.
- (j) Compliance with construction codes. Grantee shall install and maintain its Facilities in compliance with all applicable local, state, and federal laws, statues, and Resolutions, subject to Grantee's right to challenge in good faith any law, statue, or Resolution.

Section 5. Cable System operations and safety.

- (a) Technical standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- (b) Test reports and regulatory filings. Upon request by County, Grantee shall provide County with copies of: (i) reports of any FCC-required test of the Cable System; and (ii) any filings with regulatory authorities related to the operation of the Cable System within County.
- (c) Safety requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.
- (d) System maps. Upon request by County, Grantee shall make available for County's review up-to-date, as-built maps showing locations of all Facilities in the Streets,

Section 6. System. Grantee may develop, construct, and operate the Cable System to provide Cable Services and non-Cable services such as cable modem services, telecommunications services, and other competitive services as permissible under applicable law. Grantee may activate and offer those services in response to consumer and business demand.

Section 7. Service obligations and Cable System extension. Grantee shall provide Cable Services without discrimination to all Persons on the Cable System who request Cable Services and who comply with Grantee's terms and conditions of service. Grantee shall extend the Cable System to all areas of County not currently served by the Cable System when any area reaches a household density equal to or greater than 25 households per cable mile. Grantee is not obligated to extend Cable Services to residences or businesses beyond 200 feet from Grantee's Facilities.

Section 8. Customer service and rates.

- (a) Subscriber Inquires. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four hour-a-day, seven (7) day-a-week basis. Grantee shall investigate and promptly resolve customer complaints regarding quality of Cable Service or Cable Service outages.
- (b) Rates. Grantee shall provide County and Subscribers with thirty (30) days prior notice of changes to Cable Services or rates.
- (c) Service outages. Grantee shall promptly notify County or any Cable Service outage resulting from Facility or technical difficulties, lasting twenty-four (24) hours or more, and affecting more than five percent (5%) of the Cable System's Subscribers. Grantee's notice shall provide a reasonable description of the reason for the Cable Service outage and Grantee's plans to remedy the Cable Service outage.
- (d) Grantee will comply with customer service requirements consistent with 47 C.F.R. Section 76.309

Section 9. Franchise fee.

- (a) Quarterly payments. During the term of the Franchise, Grantee shall pay quarterly to the County a Franchise Fee in an amount equal to three percent (3%) of its quarterly Gross Revenues until such time as the Franchise Agreement is up for renewal in December 2013.
- (b) Limitations on actions. Any claim by Grantee relating to Franchise fee overpayment or any claim by County relating to Franchise fee underpayment shall be limited to the twenty-four (24) month period preceding delivery of notice of the claim by the claiming party to the nonclaiming party.

Section 10. Insurance and Indemnification

- (a) Insurance. During the term of the Franchise, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
 - (i) One Million Dollars (\$1,000,000.00) for personal injury or death to any one (1) Person per occurrence;
 - (ii) One Million Dollars (\$1,000,000.00) for personal injury or death of two (2) or more Persons in any one (1) occurrence;
 - (iii) One Million Dollars (\$1,000,000.00) for property damage per occurrence; and
 - (iv) Two Million Dollars (\$2,000,000.00) General Aggregate.

Each insurance policy shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving thirty (30)-days' prior notice to County.

- (b) Indemnification. During the term of the Franchise, Grantee shall indemnify and hold harmless County, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of or be in any way connected with Grantee's construction, installation, operation, or maintenance of the Cable System, unless the Losses arise from the negligence or intentional misconduct of County, its officers, agents or employees.

Section 11. Transfer of Franchise. Grantee shall not transfer or assign its rights granted under this Resolution without obtaining the prior consent of County. County shall not unreasonably withhold or delay consent. Notwithstanding the foregoing, County's consent shall not be required for the following: (i) the assignment or the granting of a security interest in the Franchise or Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or Cable System to an affiliate under common ownership or control with Grantee.

Section 12. Franchise extension and renewal.

- (a) Automatic Extension. If, at the expiration of each term, (i) Grantee remains in material compliance with the provisions of this Resolution, and (ii) this Resolution is not otherwise renewed, revoked, or terminated sooner, this Franchise and its terms and conditions shall automatically extend for five (5)-year terms.
- (b) Renewal. Any renewal of Grantee's Franchise shall be made in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

Section 13. Franchise termination.

(a) By County. County may terminate the Franchise in case of material noncompliance by Grantee. Material noncompliance shall include:

- (i) Grantee's violation of any material term, condition, or provision of this Resolution, subject to Grantee's opportunity to cure under Section 15(b) of this Resolution;
- (ii) Grantee's failure to comply with any reasonable provision of any applicable County Resolution;
- (iii) Grantee's (i) insolvency; (ii) inability or unwillingness to pay its debts; (iii) fully adjudicated bankruptcy; or (iv) notice of prospective foreclosure or other judicial sale or all or substantial part of the Cable System;
- (iv) Grantee's abandonment of the Cable System;
- (v) Grantee's failure to operate the Cable System for a period of thirty (30) days;
- (vi) A finding in a court of competent jurisdiction that Grantee committed any fraud upon County.

(b) By Grantee. Grantee may terminate this Franchise:

- (i) at the end of the term or a renewal term by providing one hundred and twenty (120) days notice to County; or
- (ii) upon notice to County if Grantee obtains franchise rights to serve the County under a valid state-issued franchise.

Section 14. Termination procedures. If County seeks to terminate the Franchise under Section 13, County shall follow the procedures in this section.

- (a) Notice of complaint. County shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.
- (b) Opportunity to cure. Grantee shall have sixty (60) days from receipt of County's notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within sixty (60)-day period, County shall provide Grantee with notice withdrawing the complaint.
- (c) Public hearing. If Grantee fails to cure the alleged noncompliance within the sixty (60)-day cure period, or if Grantee provides County with notice disputing the complaint, and the parties fail to otherwise resolve the matter, County shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to the County Commission any evidence relevant to Grantee's defense. At the conclusion of the public hearing, the County Commission may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.

- (d) Grantee's right upon contesting termination. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Resolution while the case is pending.
- (e) Force Majeure. Grantee's failure to comply with any provision of this Resolution shall not constitute noncompliance when the failure is due to circumstances beyond Grantee's control, including, without limitation, acts of God, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
- (f) Removal of Facilities. Upon expiration or termination of the Franchise, Grantee shall be afforded a six (6)-month period to sell or otherwise dispose of the Cable System. During the six (6)-month period, Grantee shall operate the Cable System in accordance with this Resolution. At the expiration of the six (6)-month period, Grantee has the right to remove its Facilities within a reasonable time.

Section 15. Notices. Notices under this Resolution shall be in writing and shall be deemed given when delivered to the applicable address below as follows: (i) upon delivery when sent by hand-delivery; (ii) upon delivery when sent by certified or registered mail, return receipt requested; or (iii) upon delivery when sent by courier or express mail service.

To County: Shelby County Commission
 Attention: County Manager
 200 West College Street, P. O. Box 467
 Columbiana, AL 35051-9734

To Grantee: CoBridge
 Attention: Chief Executive Officer
 9450 Manchester Road, Suite 200
 St. Louis, MO 63119

A party may change its address for notice purposes by providing notice of the change in accordance with this section.

Section 16. Miscellaneous.

- (a) Severability. If any provision of this Resolution is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining provisions of this Resolution. The invalidity of any portions of this Resolution shall not abate, reduce, or otherwise affect any consideration or other obligation required by Grantee under the remaining provisions of this Resolution.
- (b) Complete Agreement. All Resolutions and parts of Resolutions in conflict with this Resolution are repealed as of the effective date of this Resolution.

Section 17. Effective date and acceptance. This Resolution shall become effective upon publication of any required notice in the official County paper and after Grantee files a letter of acceptance with the County Manager.

Passed and adopted this ____ day of _____, 2010.

SHELBY COUNTY

By: _____

Name: Lindsey Allison

Title: Chair, Shelby County Commission

Sworn to and subscribed before me this ____ day of _____, 2010.

NOTARY PUBLIC SEAL

COBRIDGE TELECOM, LLC

By: _____

Name: Scott Widham

Title: Chief Executive Officer

Sworn to and subscribed before me this ____ day of _____, 2010.

NOTARY PUBLIC SEAL

**ADJOURNMENT
RESOLUTION 10-10-25-09**

MOTION: Commissioner Acker – There being no further business to come before the Commission, move to adjourn this 25th day of October, 2010 at 6:43 P.M.

SECOND: Commissioner Edwards

VOTE ON MOTION: Unanimous

MOTION CARRIED

READ & APPROVED:

Daniel M. Acker

COMMISSIONER DAN ACKER

Lindsey Allison

COMMISSIONER LINDSEY ALLISON

Joel Bearden

COMMISSIONER JOEL BEARDEN



COMMISSIONER LARRY DILLARD



COMMISSIONER TOMMY EDWARDS



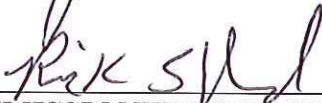
COMMISSIONER CORLEY ELLIS



COMMISSIONER ROBBIE HAYES



COMMISSIONER JON PARKER



COMMISSIONER RICK SHEPHERD

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED	Applicant Identifier
<input type="checkbox"/> Construction	Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier
<input checked="" type="checkbox"/> Non-Construction	<input checked="" type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 3-01-0003-015-2011
5. APPLICANT INFORMATION			
Legal Name: Shelby County Commission		Organizational Unit: Department: Facilities & General Services	
Organizational DUNS: 141939160		Division: Aviation Services	
Address: Street: 265 Weathervane Rd		Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: Calera		Prefix: Mr.	First Name: Reed
County: Shelby		Middle Name	
State: Alabama	Zip Code 35040	Last Name Prince	
Country: U.S.A		Suffix:	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 6 3 - 6 0 0 1 6 9 4		Phone Number (give area code) (205) 670-6460	Fax Number (give area code) (205) 669-3920
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) B - County Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 - 1 0 6 TITLE (Name of Program): Airport Improvement Program		9. NAME OF FEDERAL AGENCY: Federal Aviation Agency	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Cities of Birmingham, Calera, Alabaster & Pelham - Shelby & Jefferson Counties		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 1. T-Hangar Construction	
13. PROPOSED PROJECT Start Date: 03-01-11		14. CONGRESSIONAL DISTRICTS OF: a. Applicant Sixth	
Ending Date: 09-31-11		b. Project Sixth	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 220,400 ⁰⁰	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant	\$ ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
c. State	\$ 5,800 ⁰⁰	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$ 5,800 ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
e. Other	\$ ⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
f. Program Income	\$ ⁰⁰		
g. TOTAL	\$ 232,000 ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.	First Name Alex	Middle Name	
Last Name Dudchock	Suffix N/A		
b. Title County Manager	c. Telephone Number (give area code) (205) 670-6461		
d. Signature of Authorized Representative	e. Date Signed		

**GRANT AGREEMENT
ENGINEERING WORKSHEET**

PART A (PREPARED BY AIRPORT OWNER'S ENGINEER OR REPRESENTATIVE)

Airport: Shelby County Airport		Location: Calera, Alabama			Project No. 3-01-0003-015-2011				
Brief Item Description (See reverse for typical descriptions)	% Fed	Units	RW	(1) Const or Land Cost	(2) Eng./Land Incidental	(3) Admin	(4) Total	(5) Federal	(6) Non-Federal
T-Hangar Construction	95	LS	16/34	\$205,755.41	\$19,620.97	\$6,623.62	\$232,000	\$220,400	\$11,600
TOTALS				\$205,755.41	\$19,620.97	\$6,623.62	\$232,000	\$220,400	\$11,600
(7) Recommended work description for grant offer: This project includes the construction of a 12-unit T-hangar.									
(8) Justification for any increase in T/A amount (if no increase enter "N/A"): The initial engineering design and a portion of construction were paid for under the FY 2010 grant. This grant application requests the balance of the funds necessary to complete the construction and construction administration.									
Signature of Airport Owner's Engineer:						Date: October 12, 2010			

**PART B (PREPARED BY FAA ENGINEER)
Land Acquisition and Relocation Assistance Only**

	Yes	No		Yes	No
1. People or businesses (were/are) loc'd on land?			4a. Land costs are based on appraisals, or		
2. Only necessary land is included?			b. based on actual costs for reimbursements?		
3. Land costs are reasonable?			5. Requested land not in previous GA & deleted?		
All Projects (Land and Construction)					
	Yes	No		Yes	No
6. Exhibit "A" received and correct?			12. P & S are in accordance with EIS/FONSI?		
7. Project application, signed and correct?			13. Costs are reasonable?		
8. All work in P & S in grant offer?			14. Air/water quality certification received?		
9. Stage construction?			15. Sponsor legally obligated to relocate utility?		
10. Cost based on bids?			16a. Surplus property land sale proceeds available?		
11. Force account?			b. If so, are they applied to this project?		
17. Comments on above numbered items:					
18. Recommended special conditions for grant:					
Signature of FAA Project Manager: _____			Date _____		

**SHELBY COUNTY AIRPORT
SHELBY COUNTY, ALABAMA**

FY 2011 Grant Pre-Application

T-Hangar Construction

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1 Site Preparation	1	L.S.	\$6,334.20	\$6,334.20
2 12-Bay T-Hangar	1	EACH	\$278,024.18	\$278,024.18
3 Unclassified Excavation	1000	C.Y.	\$4.97	\$4,970.00
4 Borrow Excavation	150	C.Y.	\$11.80	\$1,770.00
5 Unsuitable Excavation	150	C.Y.	\$8.07	\$1,210.50
6 4" Subbase Course	592	S.Y.	\$6.52	\$3,859.84
7 Erosion Control - Silt Fence	700	L.F.	\$4.04	\$2,828.00
8 Erosion Control - Hay Bales	100	L.F.	\$6.21	\$621.00
9 5" Structural Portland Cement Concrete	592	S.Y.	\$28.94	\$17,132.48
10 Sodding	620	S.Y.	\$3.54	\$2,194.80
11 Utilities - Water	1	L.S.	\$3,000.00	\$3,000.00
12 Utilities - Electric	1	L.S.	\$5,000.00	\$5,000.00
CONSTRUCTION TOTAL				\$326,945.00
ENGINEERING DESIGN				\$36,704.41
CONSTRUCTION ADMINISTRATION				\$19,620.97
TOTAL				\$383,270.38

Administrative Costs \$6,624.62

Project Total:		\$389,895
	FAA	\$370,400
	State	\$9,747
	Local	\$9,747

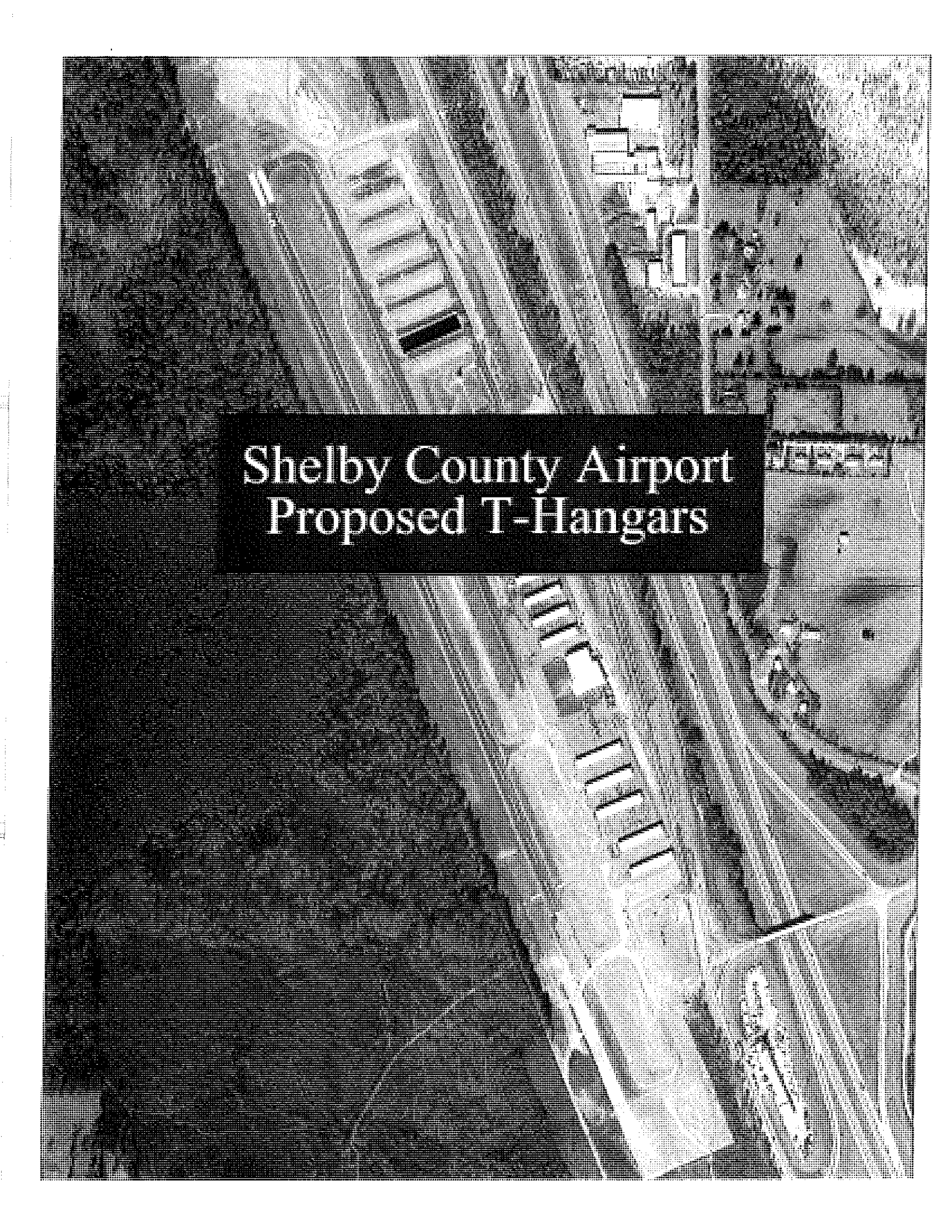
FY 2010:	FAA	\$150,000
	State	\$3,947
	Local	\$3,947
FY 2011: (requesting)	FAA	\$220,400
	State	\$5,800
	Local	\$5,800

Shelby County Airport; Shelby County, Alabama FY 2011 Pre-Application

T-Hangar Construction

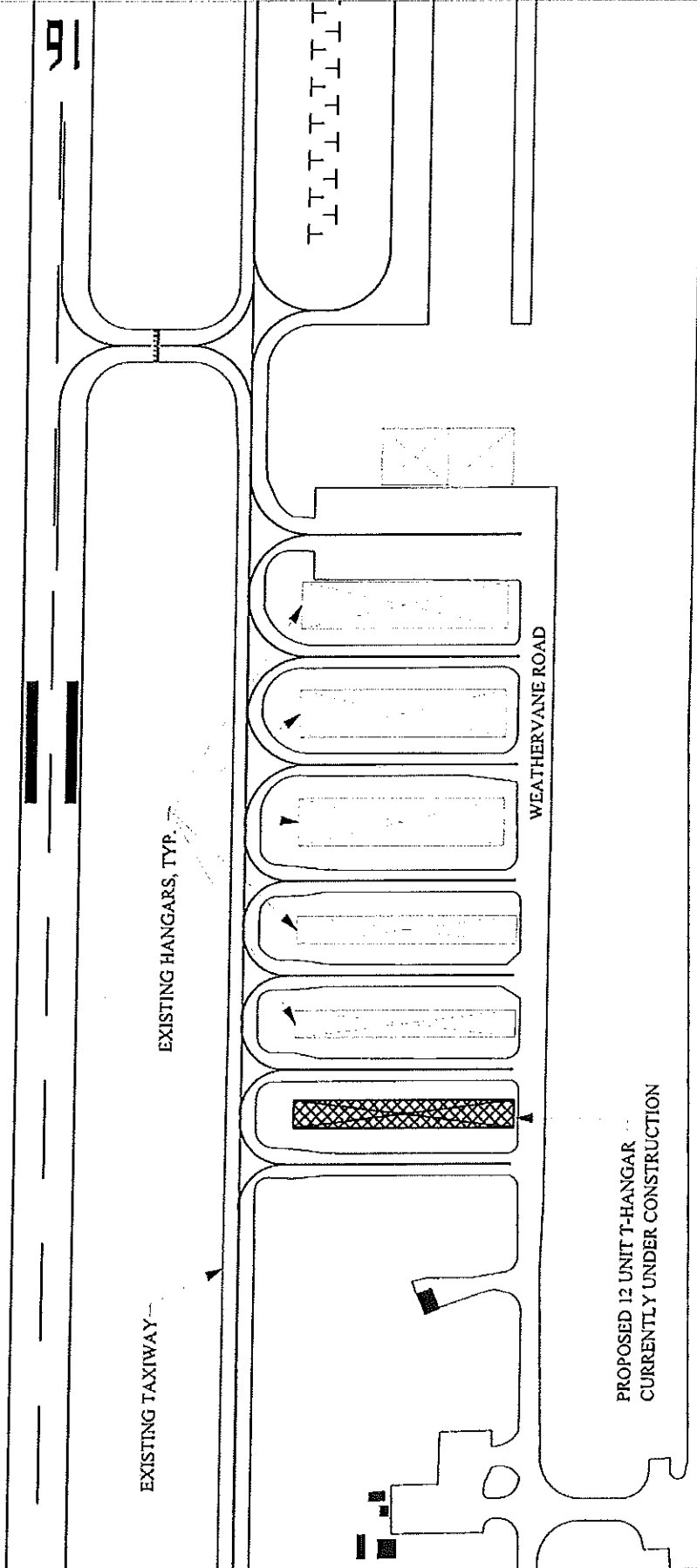
The Shelby County Commission has spent the last few years updating the Shelby County Airport with a runway extension, pavement rehabilitation and a new runway lighting system. As all of the Airport's airside needs have been met, the Shelby County Commission would like to construct another t-hangar along the previously constructed t-hangar taxilanes. This additional t-hangar would provide valuable hangar space for prospective tenants and serve as a source of revenue for the Airport.

The initial engineering design and a portion of construction were paid for under the FY 2010 grant. This grant application requests the balance of the funds necessary to complete the construction and construction administration.

An aerial, black and white photograph of an airport. A central runway and taxiway are visible, with various airport buildings and structures scattered around. A dark, semi-transparent rectangular box is superimposed over the center of the image, containing the title text.

Shelby County Airport Proposed T-Hangars

SHELBY COUNTY AIRPORT
SHELBY COUNTY, ALABAMA



PROPOSED IMPROVEMENTS

I. T-HANGAR CONSTRUCTION

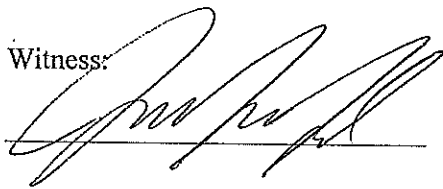
FISCAL YEAR 2011
PROPOSED IMPROVEMENTS

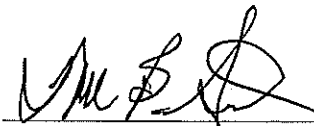


hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The grantor(s) herein further covenant(s) and agree that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release Shelby County and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

In witness whereof, I (we) have hereunto set my (our) hand(s) and seal this the 1st day of October, 2010.

Witness: 


JEFF Bradford, President

ACKNOWLEDGEMENT

I, Fred M. Gantt III (Name of Officer), a Notary Public in and for said County in said State, hereby certify that Jeff Bradford, whose name is signed to the foregoing warranty deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing warranty deed, has (have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 1st day of October, 2010.

(Seal)

Fred M. Gantt III
Notary Public

My commission expires 4/16/2012

POINT OF COMMENCEMENT
NW CORNER
NW 1/4 - NE 1/4
SEC. 16, T19S, R1W

S 00°21'04" E
798.06'

COMMON AREA

②

POINT OF BEGINNING

N 89°38'56" E
764.38'

WEST LINE NW 1/4 - NE 1/4

LOT 23

REQUIRED ROW

LOT 24

BIRCH CREEK SUBDIVISION
MAP BOOK 27, PAGE 43

LOT 25

LOT 28

09-5-16-0-001-005.007
EBSCO INDUSTRIES, INC.
1 MT LAUREL AVENUE, SUITE 200
BIRMINGHAM, AL 35242-1817

LINE	BEARING	DISTANCE
L1	S 31°08'44" E	39.91'
L2	S 31°49'20" W	106.68'
L3	N 59°16'43" W	36.29'
L4	N 32°20'27" E	157.89'
L5	N 31°39'48" E	92.68'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5689.58'	125.05'	125.05'	S 32°01'30" W	1°15'34"

TRACT NUMBER ②

OWNER: BIRCH CREEK HOMEOWNERS ASSOCIATION

TOTAL ACREAGE OF PARCEL: 6.03 ACRES
RIGHT OF WAY ACQUIRED: 0.20 ACRES
REMAINING ACREAGE: 5.83 ACRES

SHELBY COUNTY HIGHWAY DEPARTMENT
SHELBY COUNTY HIGHWAY 41

SCALE: 1" = 60'

DATE: 9-8-10

REVISED:

GSA PROJECT NO. 26501



And for the consideration, aforesaid, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Shelby County that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The grantor(s) herein further covenant(s) and agree that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release Shelby County and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

In witness whereof, I (we) have hereunto set my (our) hand(s) and seal this the 28th day of September, 2010.

Witness:

[Signature]

EBSCO Industries, Inc.

[Signature]
Vice President

ACKNOWLEDGEMENT

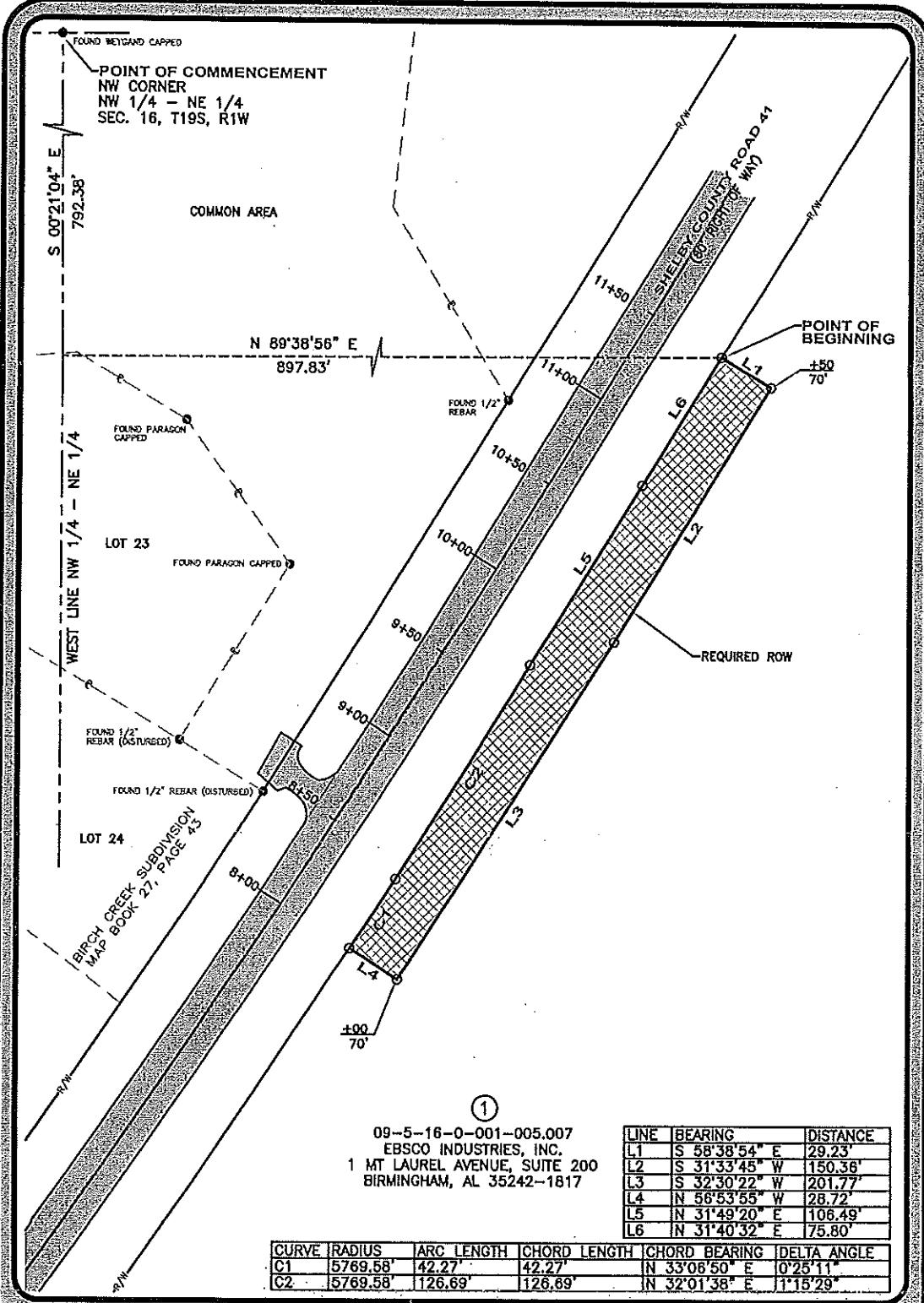
I, Mary Elizabeth Pharris (Name of Officer), a Notary Public in and for said County in said State, hereby certify that Brooks Knapp, whose name is signed to the foregoing WARRANTY Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing WARRANTY Deed, has (have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 28th day of September, 2010.

(Seal)

Mary Elizabeth Pharris
Notary Public

My commission expires 07/28/11



①
 09-5-16-0-001-005.007
 EBSCO INDUSTRIES, INC.
 1 MT LAUREL AVENUE, SUITE 200
 BIRMINGHAM, AL 35242-1817

LINE	BEARING	DISTANCE
L1	S 58°38'54" E	29.23'
L2	S 31°33'45" W	150.36'
L3	S 32°30'22" W	201.77'
L4	N 56°53'55" W	28.72'
L5	N 31°49'20" E	106.49'
L6	N 31°40'32" E	75.80'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5769.58'	42.27'	42.27'	N 33°06'50" E	10°25'11"
C2	5769.58'	126.69'	126.69'	N 32°01'36" E	1°15'29"

TRACT NUMBER ①

OWNER: EBSCO INDUSTRIES, INC.

TOTAL ACREAGE OF PARCEL: 47.65 ACRES
 RIGHT OF WAY ACQUIRED: 0.23 ACRES
 REMAINING ACREAGE: 47.42 ACRES

SHELBY COUNTY HIGHWAY DEPARTMENT
 SHELBY COUNTY HIGHWAY 41

SCALE: 1" = 60'

DATE: 9-8-10

REVISED:

GSA PROJECT NO. 26501



