



**SHELBY COUNTY COMMISSION  
JANUARY 11, 2016  
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 8:30 A.M., Monday, January 11, 2016. The meeting was called to order by Commissioner Shepherd. 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 Elwyn Bearden  
Commissioner Tommy Edwards  
Commissioner Corley Ellis  
Commissioner Robbie Hayes  
Commissioner Rick Shepherd  
Commissioner Mike Vest

**ABSENT**

Commissioner Jon Parker

**APPROVAL OF MINUTES FROM DECEMBER 28, 2015  
RESOLUTION 16-01-11-01**

**MOTION:** Commissioner Ellis - Motion to approve Minutes from December 28, 2015 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** 7 Yeas- Commissioner Acker, Commissioner Allison, Commissioner Bearden, ,  
Commissioner Ellis, Commissioner Hayes, Commissioner Shepherd, Commissioner Vest;  
1 Abstained – Commissioner Edwards

**MOTION CARRIED**

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER  
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS  
RESOLUTION 16-01-11-02**

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

**SECOND:** Commissioner Ellis

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**BUDGET, FINANCE & LEGAL  
 BID AWARD DISHWASHING EQUIPMENT AND SUPPLIES  
 RESOLUTION 16-01-11-03**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-01-11-03 as presented  
**SECOND:** Commissioner Allison  
**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-01-11-03**

**BE IT RESOLVED,** that the Shelby County Commission hereby awards the bid for Dishwashing Equipment and Supplies to the overall lowest responsive bidder, American Osment.

ITEM DESCRIPTION	Ecolab	Phenix	American Osment
ET ULTRA KLEENE	72.24	85.85	66.70
ET ULTRA SAN	33.28	45.35	28.85
ET ULTRA DRY	98.64	105.25	68.70
LIME-AWAY	34.29	70.15	36.30
PANTASTIC	65.41	65.5	50.85
DELIMER/DESCALER	34.29	26.30	9.075

Said eBid #2015-12-10810 is located within the County Manager’s Office.

**OAK MOUNTAIN STATE PARK PROJECT  
 JOHN FINDLAY DRIVE & TERRACE DRIVE  
 RESOLUTION 16-01-11-04**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-01-11-04 as presented  
**SECOND:** Commissioner Allison  
**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-01-11-04**

**BE IT RESOLVED,** by Shelby County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:  
  
 Project CMAQ-3715(), Project Reference Numbers 100064227 and 100064282, a Preliminary Engineering and Construction project to construct bicycle lanes on John Findlay Drive from State Park Road to North Trail Head including Terrace Drive, Shelby County Alabama; which agreement is before this Commission
2. That the Agreement be execute din the name of the County, by its County Commission, for an in its behalf and that it be attested by the Administrative Assistant to the County Manager and the seal of the County affixed thereto;

**BE IT FURTHER RESOLVED,** that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the Administrative Assistant to the County Manager.

Passed, adopted and approved January 11, 2016.

**RECOGNIZING DR. HUGH RICHARDSON  
 RESOLUTION 16-01-11-05**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-01-11-05 as presented  
**SECOND:** Commissioner Ellis  
**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

### **RESOLUTION 16-01-11-05**

**WHEREAS,** Dr. Hugh Richardson has served with untiring devotion to excellence during his forty years of service in the ministry, evidencing unselfishness in his willingness to give of his time and talents above and beyond that required; and

**WHEREAS,** as his public service roles include various church positions, memberships on boards and councils and he serves as a role model for Shelby County public service; and

**WHEREAS,** Dr. Richardson has served as Chaplain for Shelby County Commission since 2006; and

**WHEREAS,** he has and continues to well represent Shelby County while serving on many boards and receiving many honors; and

**WHEREAS,** it is proper to recognize the ten years of service as Chaplain to the Shelby County Commission provided by Dr. Hugh Richardson as he has served this Commission well enhancing the quality, diversity, and accessibility of the ministries he served and has supported this Commission; now therefore

**BE IT RESOLVED AND ENTERED UPON THE RECORD OF THE SHELBY COUNTY COMMISSION** that the Shelby County Commission does hereby express deep gratitude and public appreciation for Dr. Hugh Richardson for his ten years of service to the Shelby County Commission.

#### **OUTSIDE AGENCIES**

#### **APPLICATION RESOLUTION – JUSTICE FOR FAMILIES GRANT PROGRAM**

#### **RESOLUTION 16-01-11-06**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-01-11-06 as presented  
**SECOND:** Commissioner Allison  
**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

### **RESOLUTION 16-01-11-06**

**WHEREAS,** the U.S. Department of Justice, Office on Violence Against Women (OVW) have grant funds available under the Justice for Families Grant Program (formerly Safe Havens: Supervised Visitation and Safe Exchange Grant Program), for continued supervised visitation and safe exchange services of children for situations involving domestic violence, sexual assault, dating violence, stalking and child abuse. The supervised visitation and exchange services provides a means for the custodial and non-custodial parent to safely exchange their child(ren) and for non-custodial parents to have monitored contact with their child(ren), by an appropriate third party, to further protect from harm, adult and child victims;

**WHEREAS,** the Justice for Families Grant Program also provides for a required additional purpose area for a Court and court-base program and services (formerly Court Training and Improvement Program); this provision will enable the Shelby County 18<sup>th</sup> Judicial Circuit Court to develop the infrastructure for a Domestic Violence specialized court. This will allow improved offender management, monitoring, and accountability of court responses to domestic violence, dating violence, sexual assault, and stalking. By incorporating the domestic violence court with our supervised visitation program we will now take on a coordinated approach to helping families victimized by domestic violence.

**WHEREAS,** the Shelby County Commission wishes to make grant application to the U.S. Department of Justice, Office on Violence Against Women, Justice for Families Grant Program to continue the work of the

existing Safe Havens: Supervised Visitation and Safe Exchange Program and to establish a Domestic Violence Court. The County has an established Community Collaborative working group between the domestic violence and sexual assault service providers, the 18<sup>th</sup> Judicial Circuit Court System, Shelby County District Attorney's Office, Local Law Enforcement, and additional Social Service providers to continue the work of our supervised visitation and exchange program and the establishment and coordination of a domestic violence court. The mandatory partners are: The 18<sup>th</sup> Judicial Circuit Court System and SafeHouse the domestic violence service provider.

WHEREAS, the OVW Fiscal Year 2016 Justice for Families Program Grant will provide up to \$600,000.00 for a three year (36 month) to continue the Safe Havens Supervised Visitation and Safe Exchange Program along with the establishment of a Domestic Violence Court; with no match requirement;

WHEREAS, BE IT RESOLVED, that the County Manager and Manager of Community Services are hereby directed to submit application and administrate the program on behalf of Shelby County.

**WAIVE THE RULES TO  
BRING UP ITEM NOT ON THE AGENDA  
RESOLUTION 16-01-11-07**

**MOTION:** Commissioner Ellis – Motion to bring up item not on the agenda  
**SECOND:** Commissioner Edwards  
**VOTE ON THE MOTION:** Unanimous

**MOTION CARRIED**

**SAFETY FOOTWEAR POLICY  
RESOLUTION 16-01-11-07**

**MOTION:** Commissioner Ellis – Motion to approve Resolution 16-01-11-07 as presented  
**SECOND:** Commissioner Hayes  
**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-01-11-07**

**BE IT RESOLVED**, that the Shelby County Commission hereby adopts the following policy pertaining to Work Safety Footwear:

**SAFETY BOOT/SHOE PROGRAM AND POLICY OUTLINE FOR FIELD PERSONNEL**

**Effective February 1, 2016**

- One pair of Steel Toe Work Boots or approved composite equal will be issued to the designated field personnel in the following departments: Development Services, Water Services, Facilities & General Services and Highway. The field employees based at the Landfill will be on a 12 month replacement schedule and all others on an 18 month schedule. The shoe may also include external or internal metatarsal protection. The shoe expense will be covered for the designated field employees up to \$150.00. The employee will be responsible for any additional expense at the time of selection through the use of their personal credit or debit card.
- The 12 and 18 month time frames are rolling time periods specific to each employee date of issuance. Each department will track the applicable issuance periods.

- If an event occurs during working hours that damages a pair of safety boots and makes them unusable or unsafe for work, authorization to purchase another may be given by the applicable Department Manager.
- Any required special accommodations due to medical conditions or special accommodations shall be subject to the approval of either the County Manager or County Engineer.

**ROADS AND TRANSPORTATION  
ALDOT CONTRACT – BRIDGE REPLACEMENT AND APPROACHES ON  
CR-264 OVER BUCK CREEK  
RESOLUTION 16-01-11-08**

**MOTION:** Commissioner Vest – Motion to approve Resolution 16-01-11-08 as presented

**SECOND:** Commissioner Edwards

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-01-11-08**

**WHEREAS**, Shelby County (hereinafter at times referred to as County) is desirous of having certain improvements made on CR-264 within the limits of Shelby County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. ACBRAA59499-ATRP(106) Bridge Replacement and Approaches on CR-264 over Buck Creek.

**WHEREAS**, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

**WHEREAS**, The Federal Highway Administration, an agency of the United States of America will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopted the following resolution.

**BE IT RESOLVED**, by the Commission of Shelby County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the Administrative Assistant to the County Manager are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation and in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A – This project does not require the permanent barricade or relocation of any intersecting streets.

<u>Please refer to: Project Notes</u>	<u>(Sheet 2I)</u>
<u>Please refer to: General Traffic Control Plan Notes</u>	<u>(Sheet 2J)</u>
<u>Please refer to: General Traffic Signal Plan Notes</u>	<u>(Sheets 2K)</u>
<u>Please refer to: Traffic Control Plan – Sequence of Construction</u>	<u>(Sheets 27-38)</u>

**BE IT FURTHER RESOLVED**, by the Commission, that for an in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right-of-way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those

installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable status, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

**BE IT FURTHER RESOLVED**, by this Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance of any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

This resolution passed, adopted, and approved this 11<sup>th</sup> day of January, 2016.

**RIGHT-OF-WAY ATTAINMENT  
RESOLUTION 16-01-11-09**

**MOTION:** Commissioner Vest – Motion to approve Resolution 16-01-11-09 as presented

**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-01-11-09**

**BE IT RESOLVED** that the Shelby County Commission hereby approves and accepts right-of-way acquisitions for Project No. SCP 59-844-12, being better known as the Bridge Replacement and Approaches on County Road 311 at Mill Creek in the unincorporated community of Shelby, Alabama, Length 0.178 miles.

**TEMPORARY CONSTRUCTION EASEMENT DONATIONS**  
Western REI, LLC  
Clay Burnham Blake, Jr.

**RIGHT-OF-WAY PURCHASES**

Claude James Schrader and Faye M. Schrader

Douglas A. Irving & Sara E. Irving as Trustees of the Irving Revocable Trust

Done at the REGULAR SESSION of the COMMISSION of SHELBY COUNTY, this day of January 11, 2016.

**JESSE CREEK MINING LLC RECLAMATION ACTIVITIES WAIVER  
RESOLUTION 16-01-11-10**

**MOTION:** Commissioner Vest – Motion to approve Resolution 16-01-11-10 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-01-11-10**

WHEREAS, Jesse Creek Mining, LLC (JCM) desires to mine coal on land owned and/or leased by JCM in western Shelby County, and

WHEREAS, JCM is in the process of obtaining a permit from the Alabama Surface Mining Commission (ASMC) to conduct said mining operations, and

WHEREAS, ASMC requires that no mining activities takes place within a 100-foot buffer adjacent to a public road right-of-way, and

WHEREAS, JCM desires to conduct mining and reclamation activities within the specified buffer of CR 260, and in order to secure a waiver from ASMC would first require approval from the Shelby County Commission.

THEREFORE BE IT RESOLVED that the Shelby County Commission hereby recommends a waiver to the ASMC for JCM to conduct the following activities within the 100-foot buffer: Fill of existing highwalls, pits, and depressions that will hold water, final grading and contouring, final reclamation and vegetation, and conveying water from the mining area through existing drainage culverts underneath the aforementioned County roads to sediment control facilities located downstream. Activities that are expressly prohibited within the 100-foot buffer are blasting, major excavation, obstruction of existing roadway drainage culverts underneath any County road, any grading or excavation that channels or directs runoff toward the roadway, unless provisions are made to safely handle said runoff, any activity that the County Engineer deems unsafe for the traveling public, or that a reasonably prudent person might consider unsafe for the traveling public, and any other activity not expressly granted by this resolution.

BE IT FURTHER RESOLVED that the recommendation for waiver with restrictions to the ASMC contained herein is limited solely and strictly to JCM, and may not be assigned without approval from the Shelby County Commission. Said waiver may be amended, modified, or revoked by the Shelby County Commission at any time with cause, at its sole discretion, and any such amendments, modifications, or revocations will become effective immediately and will be binding upon JCM.

MOTION TO ADJOURN  
RESOLUTION 16-01-11-11

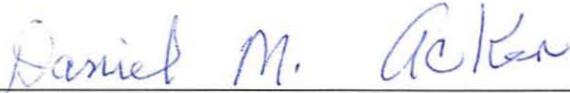
**MOTION:** Commissioner Ellis – There being no further business to come before the Commission, move to adjourn this 11<sup>th</sup> day of January, 2016 at 9:04 A.M.

**SECOND:** Commissioner Edwards

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

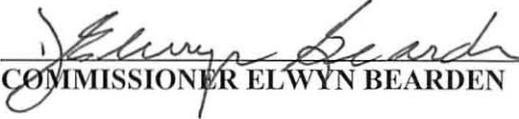
**READ & APPROVED:**



COMMISSIONER DAN ACKER



COMMISSIONER LINDSEY ALLISON

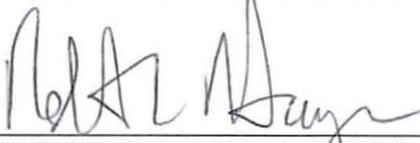


COMMISSIONER ELWYN BEARDEN

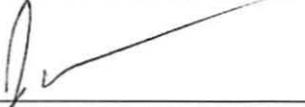
COMMISSIONER TOMMY EDWARDS



COMMISSIONER CORLEY ELLIS



COMMISSIONER ROBBIE HAYES



COMMISSIONER JON PARKER



COMMISSIONER RICK SHEPHERD



COMMISSIONER MIKE VEST

**AGREEMENT  
FOR  
PRELIMINARY ENGINEERING AND CONSTRUCTION**

**BETWEEN THE STATE OF ALABAMA  
AND  
COUNTY OF SHELBY, ALABAMA**

**PROJECT CMAQ-5915( )  
Bike Lanes on John Findlay Drive from State Park Road to North Trail Head  
Including Terrace Drive  
Shelby, Alabama  
Project Reference Numbers: 100064227  
100064282**

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 STATE; and Shelby COUNTY, Alabama, hereinafter referred to as COUNTY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the SHELBY urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in a preliminary engineering and construction project Bike Lanes on John Findlay Drive from State Park Road to North Trail Head including Terrace Drive in Shelby County, Alabama.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham Area by the 2012 Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program funds (CMAQ).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- 1) This Agreement will cover all funding of the preliminary engineering and construction for the proposed project, including construction engineering and inspection during course of the work, all in accordance with plans approved by the STATE. The East Central Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the COUNTY.
- 2) Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent COUNTY funds. Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. Funds will be available for obligation when allocation by FHWA is

made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated Cost</u>	<u>Total Estimated Federal Funds</u>	<u>Estimated COUNTY Funds</u>
Preliminary Engineering	\$ 325,000.00	\$ 260,000.00	\$ 65,000.00
Construction – Including Engineering and Inspection	<u>2,225,450.00</u>	<u>1,780,360.00</u>	<u>445,090.00</u>
TOTAL	<u>\$2,550,000.00</u>	<u>\$ 2,040,360.00</u>	<u>\$ 510,090.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- 4) The Preliminary Engineering is hereby defined as the work necessary to advance the development of the Project through construction authorization by FHWA. The preliminary engineering will be performed by or for the COUNTY and will include all environmental studies and documentation required by FHWA. Plans will be prepared by or for the COUNTY as a part of the project cost. If the COUNTY elects to utilize the service of a consulting engineer for any preliminary engineering and utilized these funds for such work, it will be necessary for the COUNTY to follow the procedures established by the ALDOT for selecting consulting engineers. It will be necessary to obtain the permission of ALDOT before beginning the consultant selection process.
- 5) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to award of the contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost before the award of the contract. The STATE will not award the contract unit it is in receipt of the estimated cost payable by the COUNTY as reflected by the bid of the successful bidder, plus the engineering and inspection cost.
- 6) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of work for which reimbursement is requested.
- 7) The COUNTY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the COUNTY in carrying out the terms of this agreement. Requests for reimbursements will be made on forms provided by

the STATE and submitted through the East Central Region Engineer for payment. The COUNTY may bill the STATE not more than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized.

- 8) Invoices for any work performed by the COUNTY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- 9) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- 10) The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- 11) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- 12) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 13) The performance of work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

- 14)The STATE will assist the COUNTY in any public involvement actions that may be required.
- 15)Each party will provide without cost to the other information available from its records that will facilitate the performance of the work.
- 16)The COUNTY 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 either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- 17)The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this Project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- 18)Agreement Change: The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- 19)Termination: Either party has the right to terminate this Agreement at any time by giving thirty(30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 20)Arbitration: Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement between the COUNTY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.
- 21)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.
- 22)Exhibits M and N are hereby attached to and made a part of this Agreement.
- 23)7/24<sup>th</sup> Law: Nothing shall be construed under the terms of this Agreement by the COUNTY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975 provisions.

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

SEAL

ATTEST: SHELBY COUNTY, ALABAMA

BY: \_\_\_\_\_  
Administrative Assistant to the  
County Manager (Signature)

BY: \_\_\_\_\_  
Commission Chairperson (Signature)

\_\_\_\_\_  
Type name of Administrative  
Assistant to the County Manager

\_\_\_\_\_  
Type name of Commission Chairperson

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED  
AND APPROVED AS TO FORM AND CONTENT.

BY: \_\_\_\_\_  
Jim R. Ippolito, Jr.  
Chief Counsel  
Alabama Department of Transportation

RECOMMENDED FOR  
APPROVAL:

\_\_\_\_\_  
DeJarvis Leonard, P.E.  
East Central Region Engineer

\_\_\_\_\_  
Robert J. Jilla  
Multimodal Transportation Engineer

\_\_\_\_\_  
Ronald L. Baldwin, P.E.  
Chief Engineer

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

\_\_\_\_\_  
John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of  
Alabama and signed by the Governor on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Robert Bentley  
Governor, State of Alabama

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by Shelby County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Project CMAQ-3715( ), Project Reference Numbers 100064227 and 100064282, a Preliminary Engineering and Construction project to construct bicycle lanes on John Findlay Drive from State Park Road to North Trail Head including Terrace Drive, Shelby County Alabama; which agreement is before this Commission

2. That the Agreement be executed in the name of the County, by its County Commission, for and in its behalf and that it be attested by the Administrative Assistant to the County Manager and the seal of the County affixed thereto;

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the the Administrative Assistant to the County Manage.

Passed, adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTESTED:

\_\_\_\_\_  
 Administrative Assistant to the  
 County Manager

\_\_\_\_\_  
 Commission Chairperson

I, the undersigned qualified and acting the Administrative Assistant to the County Manager of Shelby County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and that such resolution is on file in the Office of the Administrative Assistant to the County Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Administrative Assistant to the County  
 Manager

CONSULTANT 3/19/90  
REVISED 7/18/90  
REVISED 6/16/11

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT 2/15/95  
REVISED 5/30/02  
REVISED 6/16/11

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive on all parties.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



## MEMORANDUM OF AGREEMENT

### John Findlay Drive and Terrace Drive Bike Lane Additions Project at Oak Mountain State Park

1. **PARTIES.** This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into between two initial partners: Shelby County, Alabama "County", and the State of Alabama Department of Conservation and Natural Resources "DCNR" for the purpose of Adding Bicycle Lanes to John Findlay Drive and Terrace Drive in Oak Mountain State Park "OMSP".
2. **PURPOSE.** The two partners listed above have partnered on previous projects at OMSP and hereby intend to further the collaborative efforts through engineering and construction of improvements to John Findlay Drive from the front gate area to the north trailhead parking lot and Terrace Drive to Peavine Falls road entrance for the addition of bicycle lanes to enhance traffic flow within OMSP "Project". Project funding will be provided through Metropolitan Planning Organization "MPO" of Regional Planning Commission of Greater Birmingham. The Project request has been added to the approved 2016-2019 Transportation Improvement Plan for Federal funding of 80% with a local match of 20% to be addressed by the partners. The partners' goal is to promote economic development and tourism through the improvement of access into and through OMSP. The purpose of this agreement is to identify and define the local match funding and the responsibilities of the parties to advance and support the Project. Shelby County will be the lead entity to administer the project and address any related actions.
3. **PAYMENTS.** The conveyance or exchanges of funds for this project and the initial activities to be performed by the partners are identified within this MOA. Additional contracts, project agreements, or commitments of funds, properties, materials, labor and other resources may be executed in separate agreements between the parties or other parties as needed to advance the purposes herein described. DCNR and the County will cover the local match of 20% in the forecasted amount of Five hundred, ten thousand, ninety dollars (\$510,090.00) toward the Project budget for engineering and construction of the Project match. The final match amount will be twenty percent of the total project cost. DCNR will provide \$400,000 and the County shall contribute \$110,090 to cover the required matching funds. The total estimated project cost is two million, five hundred fifty thousand dollars (\$2,550,000.00).
4. **PROJECT BUDGET.** The above project match contribution amounts are based on 20% of the total Project estimated cost of engineering, construction and related activities, and the actual amounts may be less depending on the expenses or increase upon written agreement by the parties. The County will be the Project Lead on behalf of the partners and the County will address the project expenses pursuant to the above budget. The county will administer the project payments and invoice DCNR for its share.

**5. IT IS MUTUALLY AGREED UPON AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

A. This MOA obligates the parties to expend money in support of the engineering and construction of the Project. The County will invoice DCNR for its financial contribution to the project.

B. This MOA may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.

C. This MOA does not restrict any party from participating in similar agreements and/or activities with other public or private entities.

D. All books, papers, or documents directly related to this MOA shall be available for examination as applicable by law.

E. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, and volunteers, if any.

F. Each party shall be responsible for maintaining its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOA.

**6. SIGNATURES.** In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the dates indicated below and certify that they agree to the terms and conditions of this MOA.

DCNR \_\_\_\_\_ Date: \_\_\_\_\_  
N. Gunter Guy, Jr., Commissioner  
Ala. Dept. of Conservation & Natural Resources

DCNR \_\_\_\_\_ Date: \_\_\_\_\_  
Greg Lein, Parks Director

Shelby County \_\_\_\_\_ Date: \_\_\_\_\_  
Alex Dudchock, County Manager

Shelby County \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Shepherd, Commission Chair



Robert Bentley  
Governor

# ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
OFFICE OF REGIONAL ENGINEER  
100 CORPORATE PARKWAY  
SUITE 450  
HOOVER, AL 35242  
P.O. BOX 382348  
BIRMINGHAM, AL 35238-2348  
TELEPHONE: (205) 327-4962



John R. Cooper  
Transportation Director

December 15, 2015

Mr. Rick Shepard, Chairperson  
Shelby County Commission  
Courthouse  
P.O. Box 467  
Columbiana, Alabama 35051-0467

ATTENTION: Mr. Randy Cole

RE: Shelby County  
Project Number: ACBRAA59499-ATRP(006)  
Bridge Replacement and Approaches on CR-264  
over Buck Creek

Dear Commissioner Shepard:

Attached you will find the Standard Project Resolution and Plans concerning the referenced project.

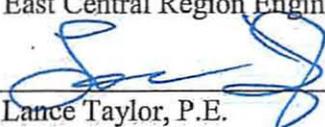
Please review these documents and, if all is in order, present them to the Shelby County Commission for consideration and approval. It is important to emboss the official Shelby County Seal on each signature sheet. A certified resolution, which authorizes the Commission Chairman to sign the agreement, affixed with the County Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner, as soon as possible.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.  
East Central Region Engineer

By: \_\_\_\_\_

  
Lance Taylor, P.E.  
Asst. Region Engr. Pre-Construction

DL/LAT/SFPB

Attachment

C: Mrs. Sandra F. P. Bonner  
File w/att.

## RESOLUTION

WHEREAS, the County of Shelby, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on CR-264 within the Limits of Shelby County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACBRAA59499-ATRP(006) Bridge Replacement and Approaches on CR-264 over Buck Creek.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution.

BE IT RESOLVED by the County of Shelby, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the Administrative Assistant to the County Manager are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A – This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Project Notes (Sheet 2I)

Please refer to: General Traffic Control Plan Notes (Sheet 2J)

Please refer to: General Traffic Signal Plan Notes (Sheet 2K)

Please refer to: Traffic Control Plan – Sequence of Construction (Sheets 27 – 38)

BE IT FURTHER RESOLVED by the County, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit

contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST

\_\_\_\_\_  
Administrative Assistant to the County Manager

\_\_\_\_\_  
Commission Chairman

I, the undersigned, Administrative Assistant to the County Manager of the County of Shelby, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, which resolution is on file in the office of the Administrative Assistant to the County Manager.

Given under my hand and the official seal of such \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Administrative Assistant to the County Manager