



**SHELBY COUNTY COMMISSION
JANUARY 25, 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 6:00 P.M., Monday, January 25, 2016. The meeting was called to order by Commissioner Rick 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 Corley Ellis
Commissioner Robbie Hayes
Commissioner Jon Parker
Commissioner Rick Shepherd
Commissioner Mike Vest

ABSENT

Commissioner Tommy Edwards

**APPROVAL OF MINUTES FROM JANUARY 11, 2016
RESOLUTION 16-01-25-01**

MOTION: Commissioner Ellis - Motion to approve Minutes from January 11, 2016 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous – Commissioner Parker abstains

MOTION CARRIED

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS
RESOLUTION 16-01-25-02**

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

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

**BUDGET, FINANCE & LEGAL
RECORD AND AWARD BID
AVIATION FUEL – FACILITIES AND GENERAL SERVICES
RESOLUTION 16-01-25-03**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-01-25-03 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-01-25-03

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Aviation Fuels to the lowest responsive bidder, Easter Aviation

BIDDER	Location of nearest terminal	Price as of 1/5/16	Federal Taxes as of 1/5/16	State Taxes as of 1/5/16	Freight	Your markup	Total Price
Eastern Aviation - AV Gas	Panama City Beach	\$2.14586	\$0.19400	\$0.12500	\$0.12640	\$0.03000	\$2.62126
Eastern Aviation - Jet Fuel	Birmingham	\$1.12361	\$0.24400	\$0.04525	\$0.04150	\$0.03000	\$1.48436
Perry Brothers - AV Gas	Memphis	\$2.32850	\$0.19590	\$0.12500	\$0.12580	\$0.03000	\$2.80520
Perry Brothers - Jet Fuel	Birmingham	\$1.13568	\$0.24590	\$0.04525	\$0.04368	\$0.03000	\$1.50051
EPIC Aviation - AV Gas	Baton Rouge	\$2.09210	\$0.19600	\$0.12500	.2940 (.2481 + 18.5% fuel surcharge)	\$0.12000	\$2.82710
EPIC Aviation - Jet Fuel	Birmingham	\$1.11390	\$0.22090	\$0.04530	.0448 (.04 + 12% fuel surcharge)	\$0.07000	\$1.49490
World Fuel - AV Gas	Panama City Beach	\$2.24210	\$0.19590	\$0.12500	\$0.14133	\$0.05000	\$2.75433
World Fuel - Jet Fuel	Birmingham	\$1.11948	\$0.24590	\$0.04525	\$0.04703	\$0.03000	\$1.48766

Said eBid #2015-12-10812 is located within the County Manager's Office.

**WAIVE THE RULES TO
BRING UP ITEM NOT ON THE AGENDA
RESOLUTION 16-01-25-04**

MOTION: Commissioner Allison – Motion to bring up item not on the agenda

SECOND: Commissioner Hayes

VOTE ON MOTION: Unanimous

MOTION CARRIED

**PURCHASE OF LANDFILL PROPERTY
RESOLUTION 16-01-25-04**

MOTION: Commissioner Allison – Motion to approve Resolution 16-01-25-04 as presented

SECOND: Commissioner Hayes

VOTE ON MOTION: Unanimous – Commissioner Ellis abstains

MOTION CARRIED

RESOLUTION 16-01-25-04

WHEREAS, Shelby County operates a Municipal Solid Waste Landfill near Alabama Highway 70 outside of Columbiana for the proper disposal of residential waste and construction and demolition materials in accordance with state and federal environmental regulations; and

WHEREAS, the operation of the Shelby County Highway 70 landfill requires resources for cover materials to properly dispose of waste received; and

WHEREAS, we have had discussion with Mr. Randall White and Ms. Renea Joseph, owners of some 80 +/- acres of property adjacent to the current boundary of the Landfill, for the purchase of said property for the total price of \$256,000; and

WHEREAS, we have also been in discussions with the Westervelt Corporation for the purchase of some additional 42 +/- acres also adjacent to the current boundary of the Landfill, the price of which has yet to be finalized pending an appraisal;

NOW THEREFORE, BE IT RESOLVED, that the Shelby County Commission hereby authorizes the purchase of the 80+/- acres from Randall White and Renea Joseph for the amount of \$256,000, and further authorizes the negotiation and purchase of 42+/- acres from the Westervelt Corporation with an applicable appraisal, to assist with the needed future resources to effectively cover and manage waste on its current landfill footprint.

BE IT FURTHER RESOLVED, that the funding for the purchase of said property will be from the current Landfill reserves and that the County Manager and County Attorney are directed to take any actions necessary to implement this resolution and land acquisitions.

ROADS & TRANSPORTATION

ALDOT AGREEMENT RE-ADOPTION-SNOOPER TRUCK

RESOLUTION 16-01-25-05

MOTION: Commissioner Vest – Motion to approve Resolution 16-01-25-05 as presented

SECOND: Commissioner Ellis

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-01-25-05

BE IT RESOLVED, by the County Commission of Shelby County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The 20-year recertification repairs on Shelby County snooper truck. Project #STPAA-5916(), SCP 59-867-16, CPMS Ref. #100065215;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on 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 of record by the Administrative Assistant to the County Manager.

Passed, adopted and approved this 25th day of January, 2016.

ATTESTED

Administrative Assistant to the
County Manager

Chairman, County Commission

I, the undersigned qualified and acting 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 lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 25th day of January, 2016, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 25th day of January, 2016.

**MOTION TO ADJOURN
RESOLUTION 16-01-25-06**

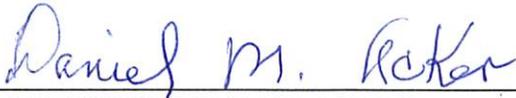
MOTION: Commissioner Allison-- There being no further business to come before the Commission, move to adjourn this 25th day of January, 2016 at 6:22 P.M.

SECOND: Commissioner Hayes

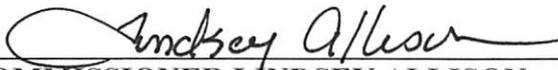
VOTE ON MOTION: Unanimous

MOTION CARRIED

READ & APPROVED:



COMMISSIONER DAN ACKER

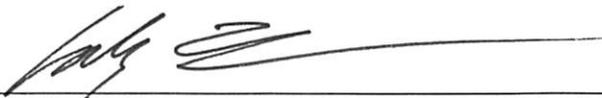


COMMISSIONER LINDSEY ALLISON



COMMISSIONER ELWYN BEARDEN

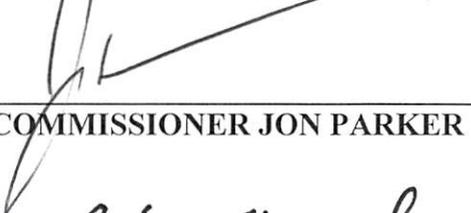
COMMISSIONER TOMMY EDWARDS



COMMISSIONER CORLEY ELLIS



COMMISSIONER ROBBIE HAYES



COMMISSIONER JON PARKER



COMMISSIONER RICK SHEPHERD



COMMISSIONER MIKE VEST



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation
1409 Coliseum Blvd., Montgomery, Alabama 36110-2080
Phone: (334) 242-6207 FAX: (334) 353-8530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

January 15, 2016

Chair of County Commission
Shelby County Commission
Columbiana, Alabama

RE: STPNU-5916 ()
SCP 59-867-16
Shelby County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Shelby County covering the financing for maintenance of Shelby County's snooper truck for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,


D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh
Attachment
cc: Mr. Clay McBrien
Mr. Randy Cole
Mr. James Brown
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT-FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and SHELBY COUNTY, ALABAMA, (FEIN 63- 6001694) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the 20-year recertification repairs on Shelby County's snooper truck. Project # STPAA-5916(), SCP 59-867-16, CPMS Ref. # 100065215.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

A. 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 amount of Federal funds expended under this Agreement.

B. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

C. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2013)	\$ 230,648.89
FA Funds (2014)	29,351.11
County Funds	65,000.00
Total	\$ 325,000.00

D. 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.

E. It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.

F. The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

G. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

H. This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

I. A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama 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.

-2-

J. Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.

K. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

L. Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).

M. 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.

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

O. 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.

P. Exhibit M is attached hereto as a part hereof.

Q. Exhibit N is attached hereto as a part hereof.

R. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused 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 stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

SHELBY COUNTY, ALABAMA

Clerk (Signature)

BY: _____
(Signature) Chairman
Shelby County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

This agreement has been legally reviewed
and approved as to form and content:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

7/18/90

**EXHIBIT M
CERTIFICATION**

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.

Rev. 06/01/2012

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.

TERMINATION DUE TO INSUFFICIENT FUNDS:

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.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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