



**SHELBY COUNTY COMMISSION  
MARCH 14, 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, March 14, 2016. The meeting was called to order by Commissioner Parker. 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 Jon Parker  
Commissioner Mike Vest

**ABSENT**

Commissioner Rick Shepherd

**APPROVAL OF MINUTES FROM FEBRUARY 22, 2016  
RESOLUTION 16-03-14-01**

**MOTION:** Commissioner Ellis - Motion to approve Minutes from February 22, 2016 as presented

**SECOND:** Commissioner Acker

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

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER  
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS  
RESOLUTION 16-03-14-02**

**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-SPORTSBLAST REPLACEMENT OF FLOORING**

**RESOLUTION 16-03-14-03**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-03 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-03**

**BE IT RESOLVED,** the Shelby County Commission hereby records the bid award made by the County Manager for Replacement of Flooring at SportsBlast/Artificial Turf Improvements to Duncan & Thompson. The tabulation is provided below.

	Base Bid	Add Quantities Per Sf	Alt 1	Alt 2
Smallwood	\$149,690.00	\$3.50		
Coston	\$125,991.00	\$4.00	\$4,500.00	\$10,400.00
Duncan & Thompson	\$107,078.00	\$3.50	\$5,500.00	\$8,000.00
Warners Athletic	\$152,472.22	\$5.25		
Hellas	\$190,400.00	\$6.65	\$4,000.00	\$4,000.00

Said eBid #2016-10820 is located within the County Manager’s Office.

**BID AWARD – SAND DELIVERED**

**RESOLUTION 16-03-14-04**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-04 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-04**

**BE IT RESOLVED,** that the Shelby County Commission hereby records that only one bid was received for Sand-Delivered. Therefore, purchases will be made as outlined within the State of Alabama Bid Law.

Said eBid#2016-2-10823 is located within the County Manager’s Office.

**BID AWARD – SAND PICKED UP**

**RESOLUTION 16-03-14-05**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-05 as presented

**SECOND:** Commissioner Ellis  
**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-05**

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for Sand-Picked Up at location to Dunn Construction and Vulcan Materials as follows:

	Dunn Construction NB	Vulcan Material NB
Bid Rock Sand		
Masonry Sand	\$17.50	NB
Turf Sand	\$17.50	NB
Concrete Sand	\$10.50	NB
Manufactured Sand	\$10,50	\$10.50

Said eBid#2016-2-10826 is located within the County Manager's Office.

**BID AWARD – LARGE FORMAT MULTI-FUNCTION DEVICE  
RESOLUTION 16-03-14-06**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-06 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-06**

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for a Large Multi-Function Device to the lowest responsive bidder, Arc Document Solutions as follows;

Arc Document Solutions	\$30,418
Repro Products	\$32,696
Alabama Graphics	\$35,835.00

Said eBid#2016-2-10824 is located within the County Manager's Office.

**AWARD BID – SHERIFF OFFICE VEHICLE ACCESSORIES  
RESOLUTION 16-03-14-07**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-07 as presented

**SECOND:** Commissioner Edwards

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-07**

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for the Vehicle Accessory bid to the lost responsive bidder, Emergency Lighting by Hayes

	Per Unit
Emerlite Technology	\$10,839.00
Emergency Lighting by Hayes	\$ 8,944.73
Fleet Safety Equipment	\$10,136.80
Law Enforcement Supply	\$11,308.94
Hurricane Electronic	\$12,570.45
Allcom Wireless, Inc.	\$15,069.69

Said eBid#2016-1-10819 is located within the County Manager’s Office.

**AWARD BID – LANDFILL GAS COLLECTION SYSTEM  
RESOLUTION 16-03-14-08**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-08 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-08**

**WHEREAS**, the Shelby County Commission requested bids for the Shelby County Highway 70 Landfill Gas Collection Project and received six prequalified responsive bids that met bid specifications as follows:

American Environmental Group, LTD	\$ 973,585.00
SCS Field Services	\$ 975,783.00
CB&I Government Solutions, Inc.	\$ 991,980.00
Southeast Environmental Contracting, Inc.	\$1,060,113.50
Advance One Development, LLC	\$1,130,526.00
Tri Con Works, LLC	No Bid

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for the Shelby County Highway 70 Landfill Gas Collection Project to the lowest responsive bidder, American Environmental Group, LTD in the amount of \$973,585.00. The County Manager is hereby directed to take any actions applicable to this project.

**HARRISON REGIONAL LIBRARY BOARD APPOINTMENT**

**RESOLUTION 16-03-14-09**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-14-09 as presented

**SECOND:** Commissioner Allison

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-09**

**BE IT RESOLVED**, that the Shelby County Commission hereby reappoints Mrs. Susan Fulmer to the Harrison Regional Library Board.

**ROADS AND TRANSPORTATION**

**ALDOT CONTRACT – WORK ALONG SR-145 FROM CHILTON/SHELBY LINE TO END OF SR-145**

**RESOLUTION 16-03-14-10**

**MOTION:** Commissioner Vest – Motion to approve Resolution 16-03-14-10 as presented

**SECOND:** Commissioner Edwards

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-10**

**WHEREAS**, Shelby County (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-145 within the limits of Shelby County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. STPAA-0145(506) Planing, Resurfacing, Guardrail End Anchors and Permanent Traffic Stripe along SR-145 from the Chilton/Shelby Line to the end of SR-145.

**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.

Please refer to: Project Notes (Sheet 2A-2C)

Please refer to: General Traffic Control Plan Notes (Sheet 2D-2E)

Please refer to: Traffic Control Summary Sheets (Sheets 6-11)

**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 14<sup>th</sup> day of March, 2016.

**RIVER ROAD – CR 251  
RIGHT-OF-WAY  
RESOLUTION 16-03-14-11**

**MOTION:** Commissioner Bearden – Motion to approve Resolution 16-03-14-11 as presented

**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION OF THE  
SHELBY COUNTY COMMISSION**

**RESOLUTION 16-03-14-11**

WHEREAS, Shelby Investments, LLC; Cherry Gentry; Harold Wright; Donna Green Wright; Kay W. White; and Brooke L. Carter are the owners of all the property abutting on, adjacent to, or served by the following described public roads situated in Shelby County, Alabama:

Description of portion of River Road proposed to be vacated:

Public right-of-way along River Road (CR-251) which is situated in the South half of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing roadway otherwise known as River Road (CR-251) from where the Relocated River Road (CR-251) ties to existing River Road (CR-251) in the vicinity of a 100' Alabama Power Easement thence in a northerly direction along the existing River Road to a point where the Relocated River Road (CR-251) ties back to the existing River Road, a distance of approximately 2,000 feet □

Description of Unnamed Public Road proposed to be vacated:

Public right-of-way along unnamed public road which is situated in the South half and the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing unnamed public road from where it ties to existing River Road (CR-251) thence in an northerly direction along the existing unnamed public road to the west line of the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, a distance of approximately 1,600 feet □

See sketch attached to this resolution;

and

WHEREAS, the Shelby County Commission proposes to vacate said public roads, subject, however, to all existing rights of way or easements for public utilities and to all utility facilities presently situated in said vacated roads, and Shelby Investments, LLC; Cherry Gentry; Harold Wright; Donna Green Wright; Kay W. White; and Brooke L. Carter have in writing waived notice of public hearing and consented to vacating such public roads; and

WHEREAS, the vacation of the above described public roads, and all public rights and easements therein, will not deprive the owners of abutting property or other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, it is in the best interest of the public that such public roads be vacated.

NOW, THEREFORE, Be It Resolved that the County Commission of Shelby County, Alabama, that the public roads as described above be and the same are hereby vacated and annulled and all public rights and liabilities therein, including any rights which may have been acquired by prescription, are hereby divested; subject, however, to all existing rights of way or easements for public utilities and to all utility facilities presently situated in said roads vacated hereby. A certified copy of this resolution shall be filed in the office of the Probate Judge of Shelby County, Alabama.

**ALDOT CONTRACT – RESURFACING OF CR-13 FROM  
CR-52 TO THE BIBB COUNTY LINE  
RESOLUTION 16-03-14-12**

**MOTION:** Commissioner Bearden – Motion to approve Resolution 16-03-14-12 as presented

**SECOND:** Commissioner Vest

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-12**

**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 resurfacing of CR-13 from CR-52 to the Bibb County line. Project #STPBH-5915( ), SCP 59-870-16, CPMS Ref. #100064328.

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 14<sup>th</sup> day of March, 2016.

**ENVIRONMENTAL AND NATURAL RESOURCES  
2016 FREE DAYS AT THE LANDFILL  
RESOLUTION 16-03-14-13**

**MOTION:** Commissioner Vest – Motion to approve Resolution 16-03-14-13 as presented

**SECOND:** Commissioner Edwards

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION #16-03-13-13**

**WHEREAS,** the Shelby County Commission wishes to help promote a cleaner, more attractive Shelby County, and

**WHEREAS,** the Shelby County Commission wishes to assist the citizens of Shelby County in their “Spring and Fall Cleaning” projects at home and in their communities:

**NOW, THEREFORE, BE IT RESOLVED,** that Saturday, April 2, 2016 and Saturday, October 1, 2016, are declared as the two “Free Days” in 2016 for residents, churches, and civic groups in Shelby County to dispose of trash and debris at the Shelby County Landfill at no charge. This is to be residential household debris and limited to one ton trucks or less. All municipal initiatives or projects on these dates that involve contract haulers will be allowed to participate as long as prior approval is obtained through Shelby County Environmental Services and each applicable waste transport vehicle displays the county assigned access placard. The access placard shall be displayed in the front window of each approved vehicle.

**GENERAL SERVICES  
NATIONAL SERVICE RECOGNITION LUNCH  
RESOLUTION 16-03-14-14**

**MOTION:** Commissioner Bearden – Motion to approve Resolution 16-03-14-14 as presented

**SECOND:** Commissioner Acker

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-14-14**

**WHEREAS,** service to others is a hallmark of the American character and central to how we meet our challenges; and

**WHEREAS,** the nation’s county leaders are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county needs; and

**WHEREAS,** AmeriCorps and Senior Corps address the most pressing challenges facing our cities, counties, and nation, from education students for the jobs of the 21<sup>st</sup> century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

**WHEREAS,** national service expands economic opportunity by creating more sustainable, resilient communities, and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

**WHEREAS**, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with city and county leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with county government leaders across the country to recognize the impact of service on the National County Government Month for National Service on April 5, 2016.

**THEREFORE, BE IT RESOLVED**, that we, the Shelby County Commission, do hereby proclaim April 2016 as National Service Recognition Month, and encourage residents to recognize the positive impact of national service in our county and thank those who serve; and to find ways to give back to their communities.

**MOTION TO ADJOURN  
RESOLUTION 16-03-14-15**

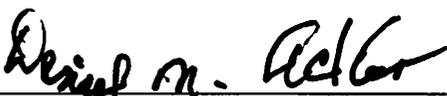
**MOTION:** Commissioner Ellis – There being no further business to come before the Commission, move to adjourn this 14th day of March, 2016 at 8:53 A.M.

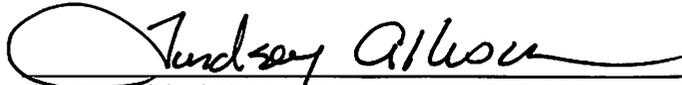
**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**READ & APPROVED:**

  
\_\_\_\_\_  
COMMISSIONER DAN ACKER

  
\_\_\_\_\_  
COMMISSIONER LINDSEY ALLISON

  
\_\_\_\_\_  
COMMISSIONER ELWYN BEARDEN



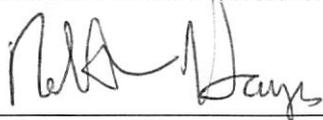
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COMMISSIONER TOMMY EDWARDS



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COMMISSIONER CORLEY ELLIS



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COMMISSIONER ROBBIE HAYES



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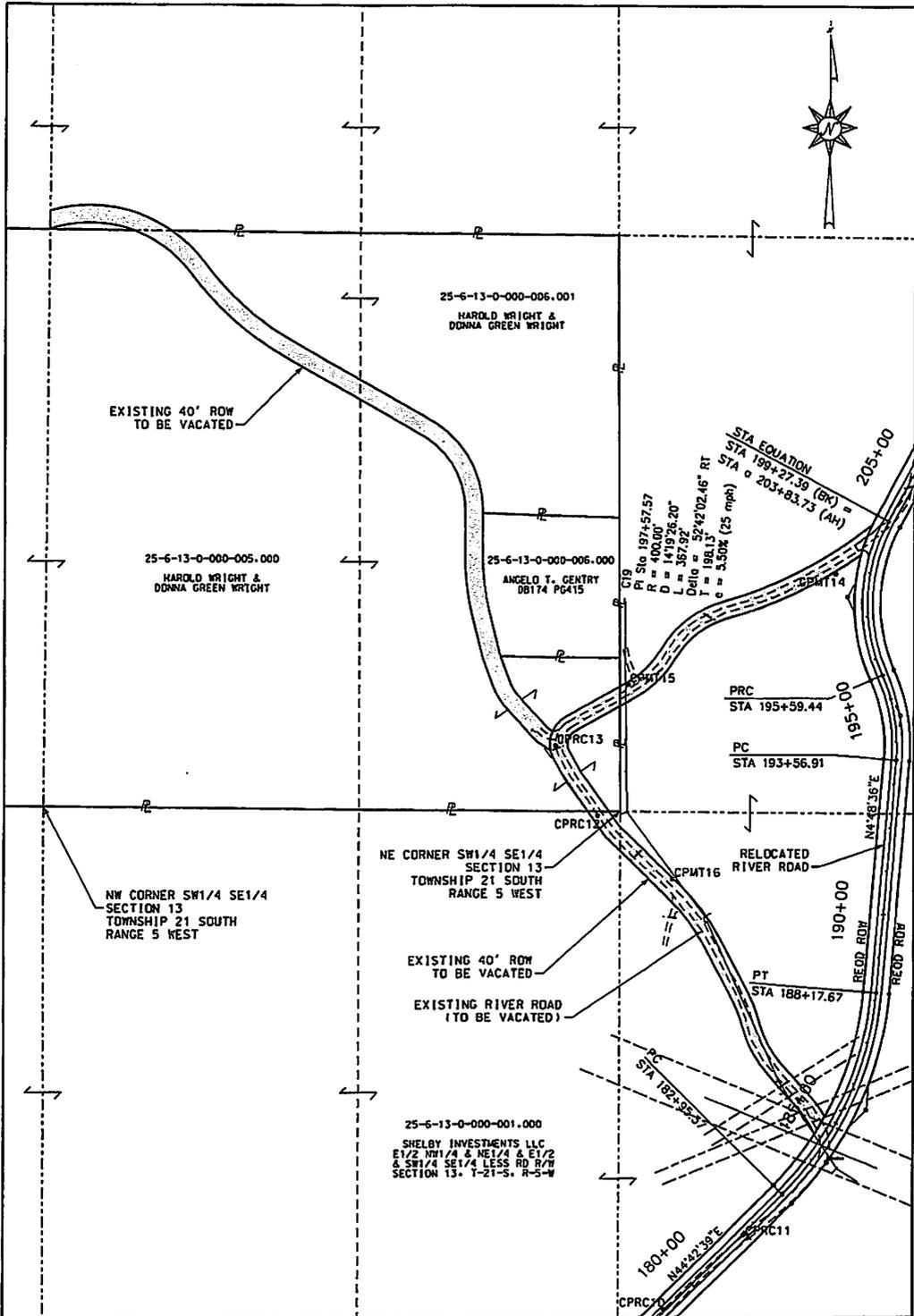
COMMISSIONER JON PARKER

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COMMISSIONER RICK SHEPHERD

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COMMISSIONER MIKE VEST



TRACT : UNNAMED PUBLIC ROAD

OWNER : VACATING PUBLIC ROW

SHELBY COUNTY, ALABAMA

TOTAL ACREAGE	ACRES
R.O.W. ACQUIRED	NA
REMAINDER	NA

SCALE: 1" = 300'

DATE: 11-23-15

REVISED:

**WAIVER AND NOTICE  
AND  
CONSENT TO VACATION OF PUBLIC ROADS**

I, Harold Wright, one of the owners of property abutting on or adjacent to the following described public roads, hereby accept service and waive notice of the public hearing on the proposed vacation of such public roads by the Shelby County Commission, either by U. S. Mail or by publication. I also hereby consent to the vacation of such public roads without further notice to me. The public roads proposed to be vacated are described as follows:

Description of portion of River Road proposed to be vacated:

Public right-of-way along River Road (CR-251) which is situated in the South half of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

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Description of Unnamed Public Road proposed to be vacated:

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(Sketch attached.)

This the 26<sup>th</sup> day of January, 2016.

  
Harold Wright

STATE OF ALABAMA  
SHELBY COUNTY

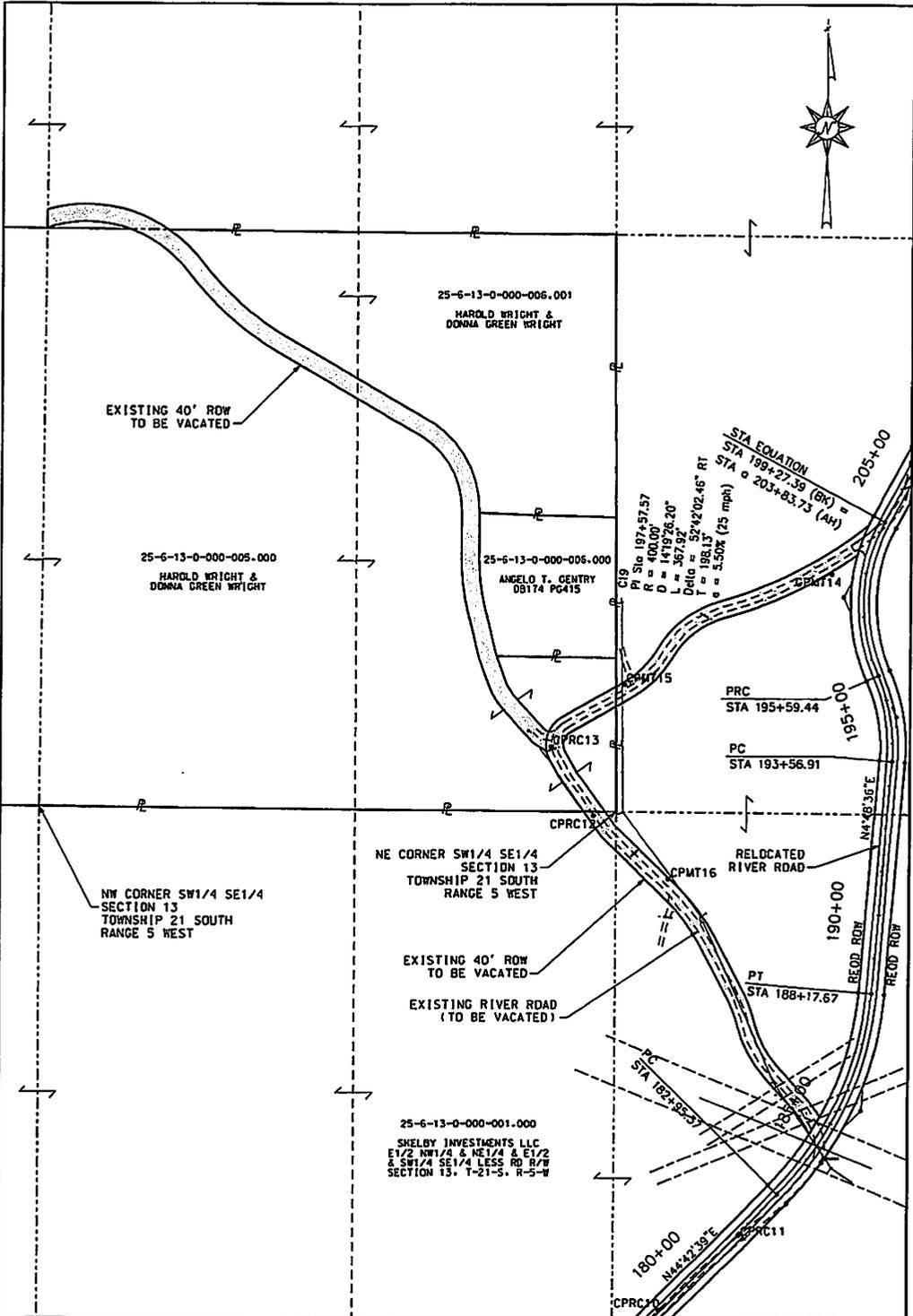
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Harold Wright, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above Waiver and Notice and Consent to Vacation of Public Roads, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26<sup>th</sup> day of January, 2016.



  
Notary Public (SEAL)

My Commission Expires 9-11-19



TRACT : UNNAMED PUBLIC ROAD  
 OWNER : VACATING PUBLIC ROW

SHELBY COUNTY, ALABAMA

	ACRES
TOTAL ACREAGE	N/A
R.O.W. ACQUIRED	N/A
REMAINDER	N/A

SCALE: 1" = 300'  
 DATE: 11-23-15  
 REVISED:

**WAIVER AND NOTICE  
AND  
CONSENT TO VACATION OF PUBLIC ROADS**

I, Donna Green Wright, one of the owners of property abutting on or adjacent to the following described public roads, hereby accept service and waive notice of the public hearing on the proposed vacation of such public roads by the Shelby County Commission, either by U. S. Mail or by publication. I also hereby consent to the vacation of such public roads without further notice to me. The public roads proposed to be vacated are described as follows:

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Description of Unnamed Public Road proposed to be vacated:

Public right-of-way along unnamed public road which is situated in the South half and the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

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(Sketch attached.)

This the 26 day of January, 2016.

  
Donna Green Wright

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Donna Green Wright, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above Waiver and Notice and Consent to Vacation of Public Roads, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of January, 2016.



 (SEAL)  
Notary Public

My Commission Expires 9-11-19

SHELBY COUNTY, ALABAMA

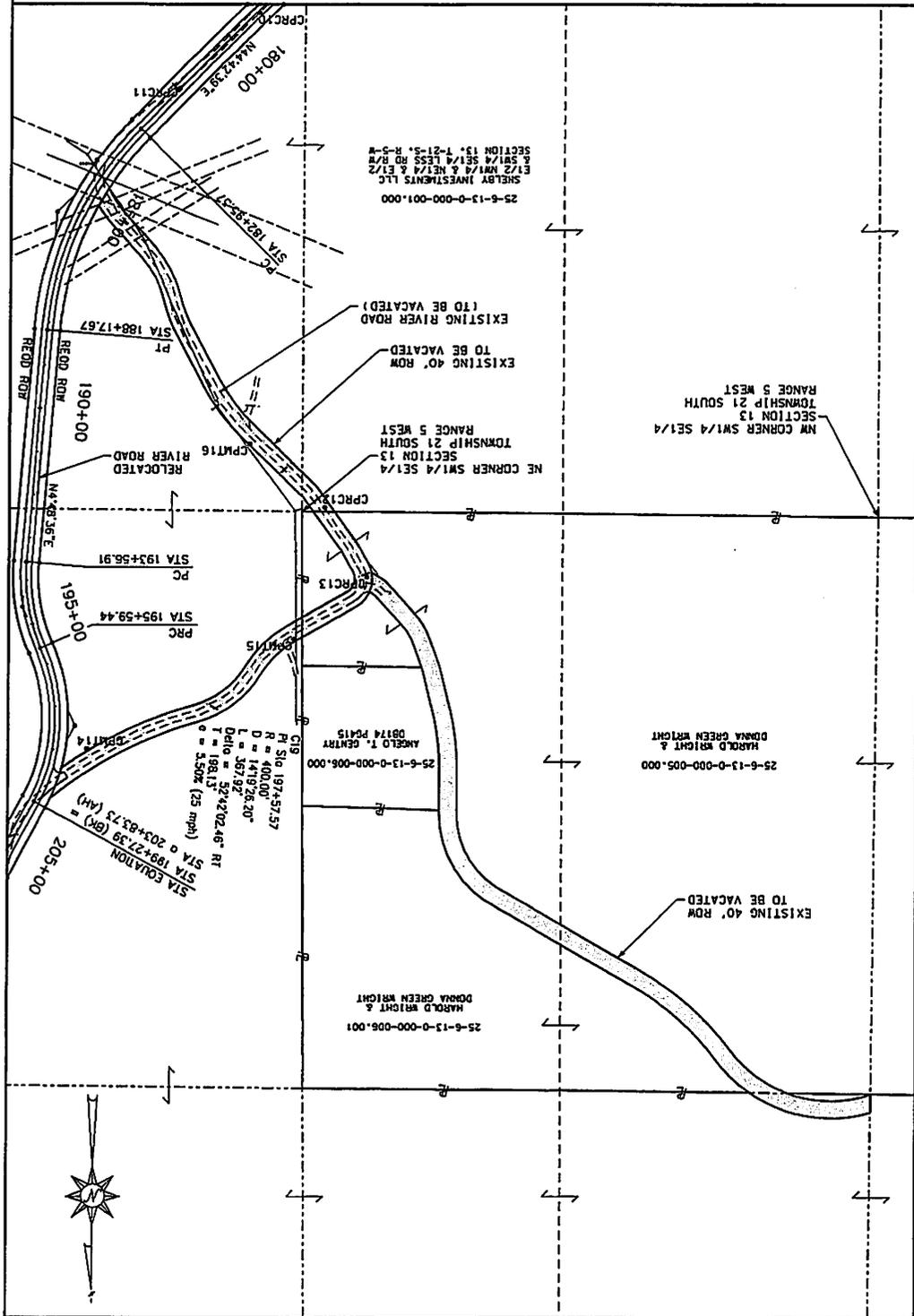
SCALE: 1" = 300'

DATE: 11-23-15

REVISED:

TRACT : UNNAMED PUBLIC ROAD  
OWNER : VACATING PUBLIC ROW

ACRES  
TOTAL ACREAGE NA  
R.O.W. ACQUIRED NA  
REMAINDER NA



**WAIVER AND NOTICE  
AND  
CONSENT TO VACATION OF PUBLIC ROADS**

I, Cherry Gentry, one of the owners of property abutting on or adjacent to the following described public roads, hereby accept service and waive notice of the public hearing on the proposed vacation of such public roads by the Shelby County Commission, either by U. S. Mail or by publication. I also hereby consent to the vacation of such public roads without further notice to me. The public roads proposed to be vacated are described as follows:

Description of portion of River Road proposed to be vacated:

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Description of Unnamed Public Road proposed to be vacated:

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(Sketch attached.)

This the 26<sup>th</sup> day of January, 2016.

  
Cherry Gentry

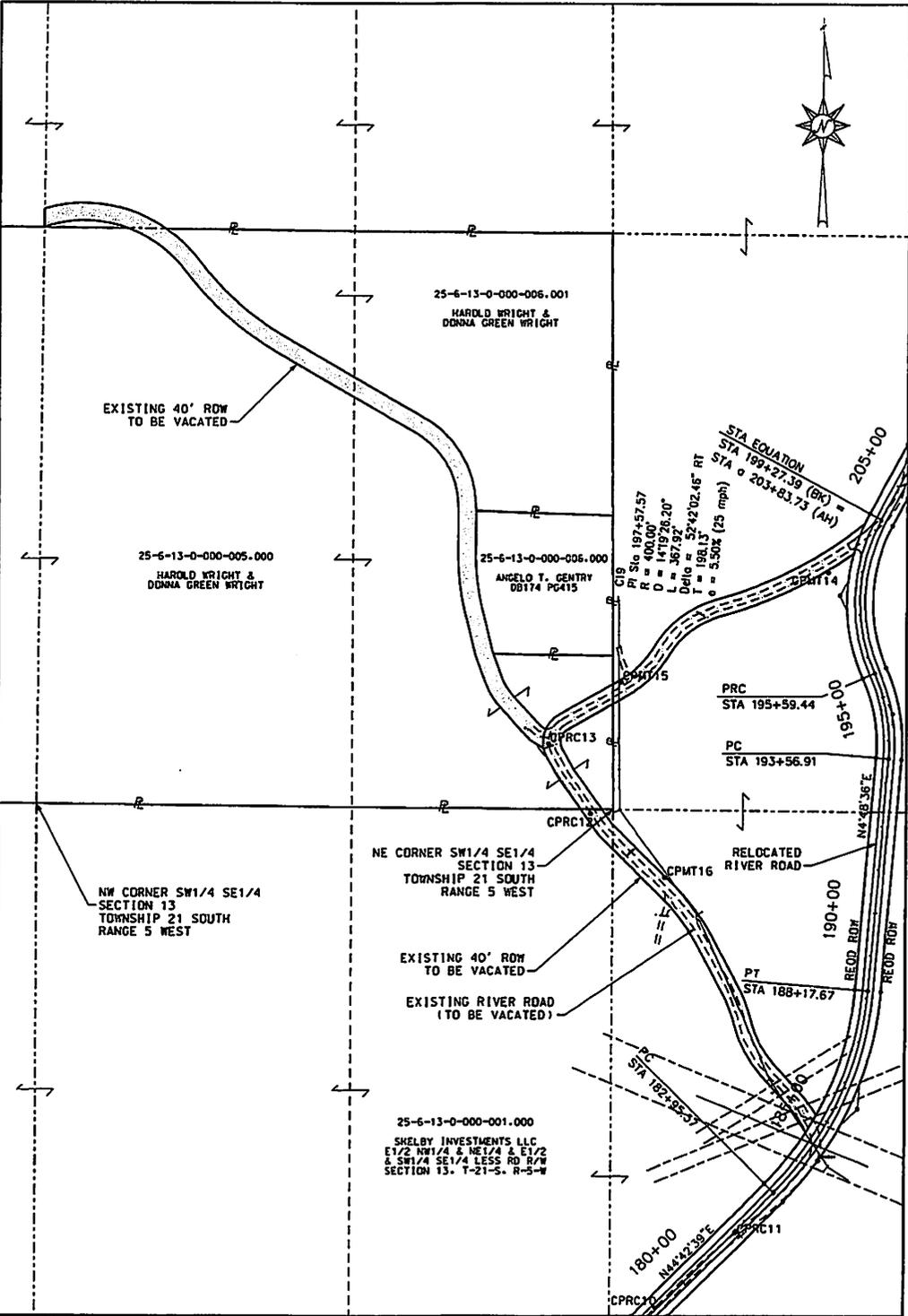
STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Cherry Gentry, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above Waiver and Notice and Consent to Vacation of Public Roads, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26<sup>th</sup> day of January, 2016.



  
Notary Public (SEAL)  
My Commission Expires 9-11-19



TRACT : UNNAMED PUBLIC ROAD  
 OWNER : VACATING PUBLIC ROW

SHELBY COUNTY, ALABAMA

TOTAL ACREAGE           ACRES  
 R.O.W. ACQUIRED        NA  
 REMAINDER              NA

SCALE: 1" = 300'  
 DATE: 11-23-15  
 REVISED:

**WAIVER AND NOTICE  
AND  
CONSENT TO VACATION OF PUBLIC ROADS**

I, Kay W. White, one of the owners of property affected by the proposed vacation of the following described public roads, hereby accept service and waive notice of the public hearing on the proposed vacation of such public roads by the Shelby County Commission, either by U. S. Mail or by publication. I also hereby consent to the vacation of such public roads without further notice to me. The public roads proposed to be vacated are described as follows:

Description of portion of River Road proposed to be vacated:

Public right-of-way along River Road (CR-251) which is situated in the South half of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing roadway otherwise known as River Road (CR-251) from where the Relocated River Road (CR-251) ties to existing River Road (CR-251) in the vicinity of a 100' Alabama Power Easement thence in a northerly direction along the existing River Road to a point where the Relocated River Road (CR-251) ties back to the existing River Road, a distance of approximately 2,000 feet ±.

Description of Unnamed Public Road proposed to be vacated:

Public right-of-way along unnamed public road which is situated in the South half and the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing unnamed public road from where it ties to existing River Road (CR-251) thence in an northerly direction along the existing unnamed public road to the west line of the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, a distance of approximately 1,600 feet ±.

(Sketch attached.)

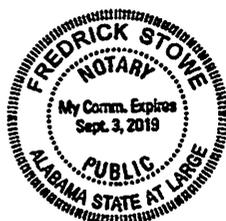
This the 21<sup>st</sup> day of January, 2016.

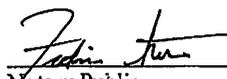
  
\_\_\_\_\_  
Kay W. White

STATE OF ALABAMA  
SHELBY COUNTY

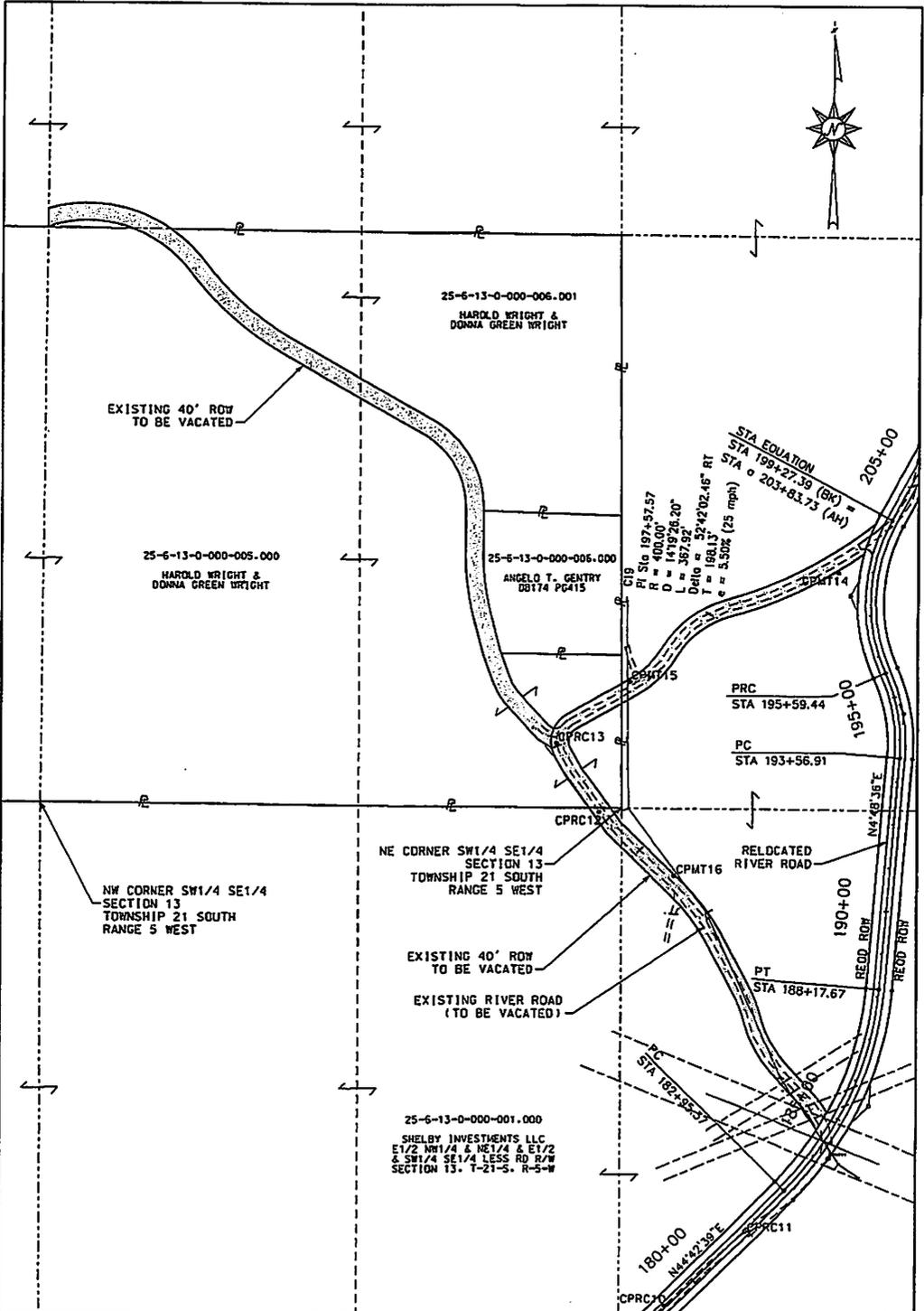
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kay W. White, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above Waiver and Notice and Consent to Vacation of Public Roads, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21<sup>st</sup> day of January, 2016.



  
\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires MY COMMISSION EXPIRES SEPTEMBER 3, 2019



TRACT : UNNAMED PUBLIC ROAD  
OWNER : VACATING PUBLIC ROW

SHELBY COUNTY, ALABAMA

TOTAL ACREAGE	ACRES	NA
R.O.W. ACQUIRED	ACRES	NA
REMAINDER	ACRES	NA

SCALE: 1" = 300'  
DATE: 11-23-15  
REVISED:

**WAIVER AND NOTICE  
AND  
CONSENT TO VACATION OF PUBLIC ROADS**

I, Brooke L. Carter, one of the owners of property affected by the proposed vacation of the following described public roads, hereby accept service and waive notice of the public hearing on the proposed vacation of such public roads by the Shelby County Commission, either by U. S. Mail or by publication. I also hereby consent to the vacation of such public roads without further notice to me. The public roads proposed to be vacated are described as follows:

Description of portion of River Road proposed to be vacated:

Public right-of-way along River Road (CR-251) which is situated in the South half of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing roadway otherwise known as River Road (CR-251) from where the Relocated River Road (CR-251) ties to existing River Road (CR-251) in the vicinity of a 100' Alabama Power Easement thence in a northerly direction along the existing River Road to a point where the Relocated River Road (CR-251) ties back to the existing River Road, a distance of approximately 2,000 feet ±.

Description of Unnamed Public Road proposed to be vacated:

Public right-of-way along unnamed public road which is situated in the South half and the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing unnamed public road from where it ties to existing River Road (CR-251) thence in an northerly direction along the existing unnamed public road to the west line of the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, a distance of approximately 1,600 feet ±.

(Sketch attached.)

This the 21<sup>st</sup> day of January, 2016.

  
\_\_\_\_\_  
Brooke L. Carter

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brooke L. Carter, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above Waiver and Notice and Consent to Vacation of Public Roads, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21<sup>st</sup> day of January, 2016.



  
\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires \_\_\_\_\_  
MY COMMISSION EXPIRES SEPTEMBER 3, 2019

SHELBY COUNTY, ALABAMA

SCALE: 1" = 300'

DATE: 11-23-15

REVISED:

TRACT : UNNAMED PUBLIC ROAD

OWNER : VACATING PUBLIC ROW

ACRES

NA

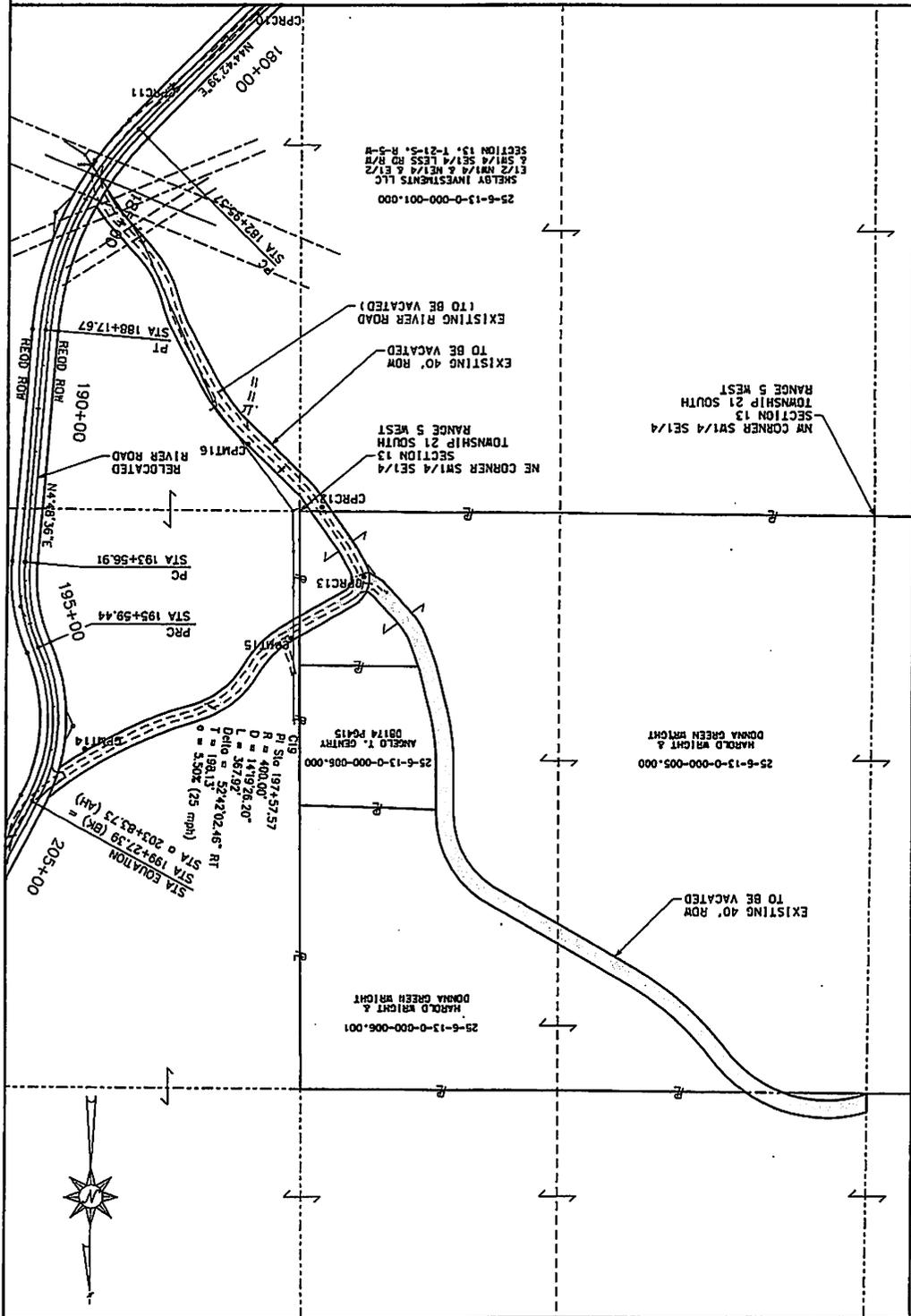
NA

NA

TOTAL ACREAGE

R.O.W. ACQUIRED

REMAINDER



**WAIVER AND NOTICE  
AND  
CONSENT TO VACATION OF PUBLIC ROADS**

I, Timothy L. Webster, as Managing Member of Shelby Investments, LLC, a Georgia Limited Liability Company, one of the owners of property abutting on or adjacent to the following described public roads, hereby accept service and waive notice of the public hearing on the proposed vacation of such public roads by the Shelby County Commission, either by U. S. Mail or by publication. I also hereby consent to the vacation of such public roads without further notice to me. The public roads proposed to be vacated are described as follows:

Description of portion of River Road proposed to be vacated:

Public right-of-way along River Road (CR-251) which is situated in the South half of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing roadway otherwise known as River Road (CR-251) from where the Relocated River Road (CR-251) ties to existing River Road (CR-251) in the vicinity of a 100' Alabama Power Easement thence in a northerly direction along the existing River Road to a point where the Relocated River Road (CR-251) ties back to the existing River Road, a distance of approximately 2,000 feet ±.

Description of Unnamed Public Road proposed to be vacated:

Public right-of-way along unnamed public road which is situated in the South half and the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Public Right-of-Way along existing unnamed public road from where it ties to existing River Road (CR-251) thence in an northerly direction along the existing unnamed public road to the west line of the SW 1/4 of NE 1/4 of Section 13, Township 21 South, Range 5 West, a distance of approximately 1,600 feet ±.

(Sketch attached.)

This the 20<sup>th</sup> day of January, 2016.

Shelby Investments, LLC

By:   
Timothy L. Webster, Managing Member

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Timothy L. Webster, whose name as Managing Member of Shelby Investments, LLC, a Georgia Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that, being informed of the contents of such instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal, this the 20<sup>th</sup> day of January, 2016.



  
Notary Public

My Commission Expires 10-10-16

SHELBY COUNTY, ALABAMA

SCALE: 1" = 300'

DATE: 11-23-15

REVISED:

TRACT : UNNAMED PUBLIC ROAD

OWNER : VACATING PUBLIC ROW

ACRES

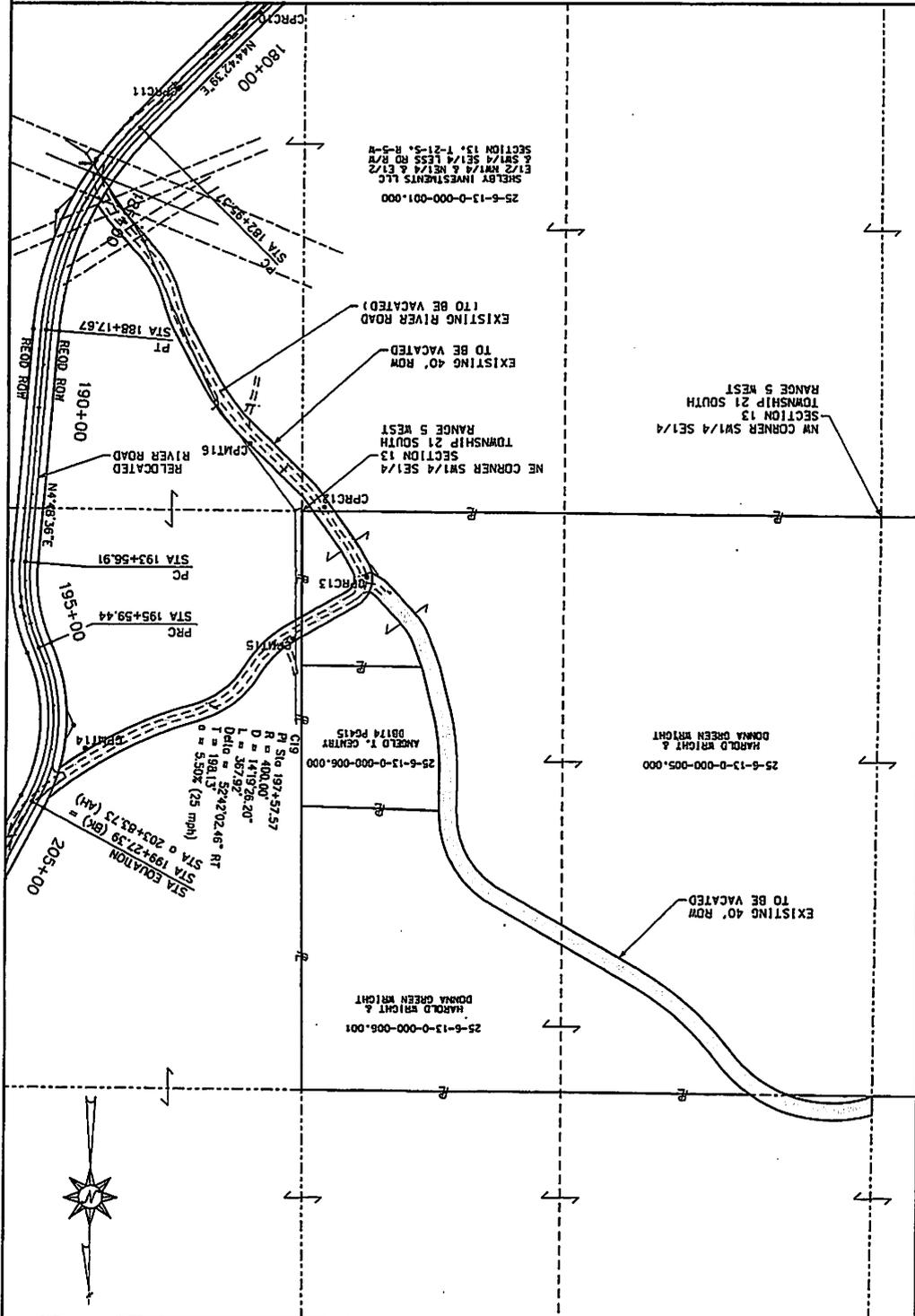
NA

NA

NA

TOTAL ACRES  
R.O.W. ACQUIRED

REMAINDER



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.