



**SHELBY COUNTY COMMISSION  
MARCH 28, 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, March 28, 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 Jon Parker  
Commissioner Rick Shepherd

**ABSENT**

Commissioner Mike Vest

**APPROVAL OF MINUTES FROM MARCH 14, 2016  
RESOLUTION 16-03-28-01**

**MOTION:** Commissioner Edwards - Motion to approve Minutes from March 14, 2016 as presented

**SECOND:** Commissioner Acker

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

**MOTION CARRIED**

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER  
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS  
RESOLUTION 16-03-28-02**

**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 – COURTHOUSE WINDOW REPLACEMENT**  
**RESOLUTION 16-03-28-03**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-28-03 as presented  
**SECOND:** Commissioner Edwards  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 16-03-28-03**

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for Window Replacement at the Courthouse to the lowest responsive bidder, Douglas Built LLC as follows:

Douglas Built LLC	\$119,649.00
Trawick Contractors, Inc.	\$153,982.00

Said eBid #2016-2-10825 is located within the County Manager's Office.

**PLANNING AND ECONOMIC DEVELOPMENT**  
**CIGARS AND MORE**  
**RESOLUTION 16-03-28-04**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-28-04 as presented  
**SECOND:** Commissioner Allison  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 16-03-28-04**

**WHEREAS**, Mr. Harris Saunders, CIYPC Inc. has submitted the attached documentation in support of an application request for a new 010-Lounge Retail Liquor Class I license for Cigars and More for the retail sale of alcoholic beverages at a cigar lounge located at 4673 Hwy 280 E., Suite 5, Birmingham, AL 35242;

**NOW THEREFORE**, be it resolved, that *Case No. A16-002* an application by DIYPC Inc., for a 010-Lounge Retail Liquor Class I license to permit the retail sale of alcohol at a cigar lounge is hereby approved.

**OUTSIDE AGENCIES**  
**COMMUNITY CORRECTIONS CORPORATION BOARD APPOINTMENT**  
**RESOLUTION 16-03-28-05**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 16-03-28-05 as presented  
**SECOND:** Commissioner Edwards  
**MOTION:** 7 Yeas – Commissioner Acker, Commissioner Bearden, Commissioner Edwards, Commissioner Ellis, Commissioner Hayes, Commissioner Parker, Commissioner Shepherd; Abstained - Commissioner Allison  
**MOTION CARRIED**

**RESOLUTION 16-03-28-05**

**BE IT RESOLVED**, by the Shelby County Commission that Lindsey Allison's term on the Shelby County Community Corrections Corporation Board of Directors shall begin on April 1, 2016 instead of the previously established start date of May 1, 2016.

**ROADS AND TRANSPORTATION**

**ALDOT CONTRACT – RESURFACING CR-99 FROM SR-145 TO CR-47**

**RESOLUTION 16-03-28-06A**

**ALDOT CONTRACT – RESURFACING ON CR-30 FROM SR-25 TO SR-145**

**RESOLUTION 16-03-28-06B**

**MOTION:** Commissioner Parker – Motion to approve Resolution 16-03-28-06A and B as presented

**SECOND:** Commissioner Ellis

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 16-03-28-06A**

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

The resurfacing on CR-99 from SR-145 to cR-47. Length – 2.05 miles.  
Project #ACAA61023-ATRP(012); SCP#59-849-13; ATRIP#59-05-36

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 the record by the Administrative Assistant of the County Manager.

Passed, adopted and approved this 28<sup>th</sup> day of March, 2016.

**RESOLUTION 16-03-28-06B**

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

The resurfacing on CR-30 from SR-25 to SR-145. Length – 5.15 miles.  
Project# ACAA61026-ATRP(012); SCP# 59-853-13; ATRIP#59-05-38

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 the record by the Administrative Assistant of the County Manager.

Passed, adopted and approved this 28<sup>th</sup> day of March, 2016.

**ALDOT CONTRACT – BRIDGE REPLACEMENT AND APPROACHES ON SR-53 (US-231) OVER KELLY CREEK**

**RESOLUTION 16-03-28-07**

**MOTION:** Commissioner Parker – Motion to approve Resolution 16-03-26-07 as presented  
**SECOND:** Commissioner Edwards  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 16-03-28-07**

**WHEREAS**, Shelby County (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-53 (us-231) within the limits of Shelby County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number- BR-0053(529) Bridge Replacement and Approaches on SR-53 (US-231) over Kelley 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.

Please refer to: Project Notes (Sheet 2D)

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

Please refer to: Traffic Control Plan – Sequence of Construction (Sheets 43-43D)

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

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 28<sup>th</sup> day of March, 2016, 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 28<sup>th</sup> day of March, 2016.

**MOTION TO ADJOURN  
RESOLUTION 16-03-28-08**

**MOTION:** Commissioner Ellis – There being no further business to come before the Commission, move to adjourn this 28th day of March, 2016 at 6:23 P.M.

**SECOND:** Commissioner Edwards

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**READ & APPROVED:**

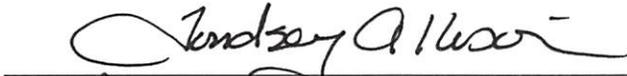
  
\_\_\_\_\_  
COMMISSIONER DAN ACKER

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

  
COMMISSIONER ELWYN BEARDEN

  
COMMISSIONER TOMMY EDWARDS

  
COMMISSIONER CORLEY ELLIS

  
COMMISSIONER ROBBIE HAYES

  
COMMISSIONER JON PARKER

  
COMMISSIONER RICK SHEPHERD

  
COMMISSIONER MIKE VEST

**REPORT TO THE SHELBY COUNTY COMMISSION  
From the Department of Development Services  
Planning Services**

**March 28, 2016**

**Case No. A16-002 Cigars and More**

**ACTION REQUESTED**

Mr. Harris Saunders, DIYPC Inc., has submitted the attached documentation in support of an application for a 010-Lounge Retail Liquor Class I license for Cigars and More, located at 4673 HWY 280 E., Suite 5, Birmingham, AL 35242.

The applicant states that the facility is a cigar lounge operating from 1:00 p.m. until 6:00 p.m., on Sunday, Monday; from 10 a.m. until 10:00 p.m. and Tuesdays through Saturday, from 10:00 a.m. until 8:00 p.m. This facility, Cigars and More, is located at 4673 HWY 280 E., Suite 5, Birmingham, AL 35242. The subject property is zoned B-2, General Business District. Cigars and More is located within District #7, Commissioner Lindsey Allison's District.

The County Engineer's report has verified that the facility is an existing site, has access via East Inverness Parkway, a paved-public road. No drainage problems have been observed on the site.

The Cahaba Fire District reports that the subject facility does have an adequate water source to permit the effective use of firefighting equipment. The facility is not required to have personal safety equipment; such as smoke alarms, fire extinguishers, lighted fire exits and lighted fire exit signs, due to occupancy load.

Attached is a copy of the definition for a "010-Lounge Retail Liquor Class I", as defined in the Alabama ABC Board Rules and Regulations. It should be noted that subject to the decision of the County Commission, ***this application will be forwarded to the State ABC Board and the State of Alabama Health Department for further processing, review and approval.***

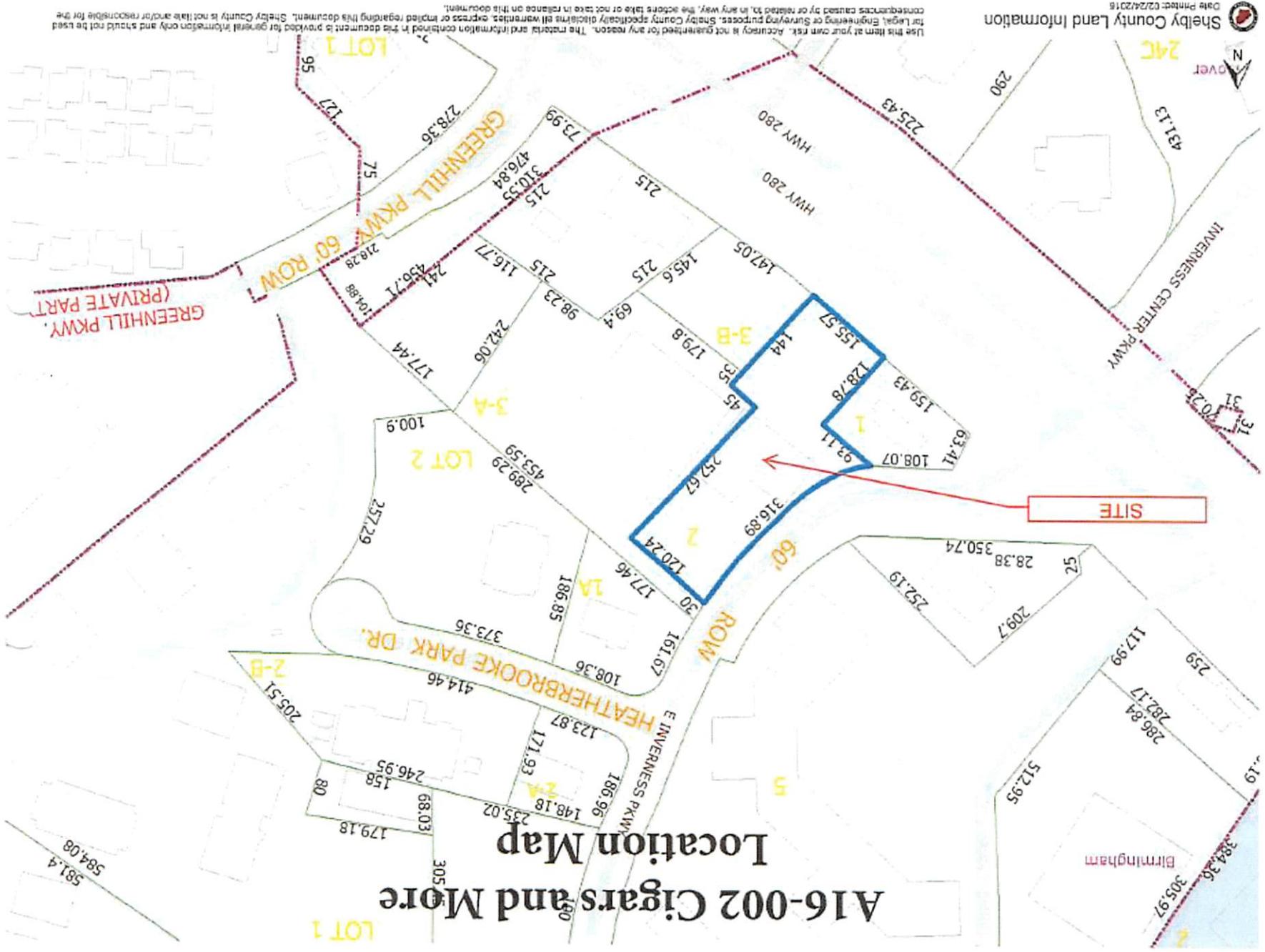
**ALABAMA ABC BOARD  
LICENSE CLASSIFICATIONS**

**Liquor License Classifications**

<b>010</b>	<b>Lounge Retail Liquor – Class I</b>
011	Lounge Retail Liquor – Class II (Package Store)
020	Restaurant Retail Liquor
031	Club Liquor – Class I
032	Club Liquor – Class II
040	Retail Beer – (On or Off Premises)
050	Retail Beer – (Off Premises Only)
060	Retail Table Wine – (On or Off Premises)
070	Retail Table Wine – (Off Premises Only)
080	Liquor Whole Sale
090	Wholesale Beer Only
100	Wholesale Table Wine Only – 14.9% or Less
110	Wholesale Table Wine & Beer Combined
120	Warehouse License
130	Additional Warehouse – Wine, Beer or Both
140	Special Events Retail
150	Special Retail License – 30 Days or Less
160	Special Retail – More Than 30 Days
170	Retail Common Carrier
180	Manufacturer of Denatured Alcohol
190	Manufacturer of Alcohol Production Units
200	Manufacturer
210	Importer
220	Brewpub
230	International Motor Speedway



# A16-002 Cigars and More Location Map



Use this item at your own risk. Accuracy is not guaranteed for any reason. The material and information contained in this document is provided for general information only and should not be used for legal, engineering or surveying purposes. Shelby County specifically disclaims all warranties, express or implied regarding this document. Shelby County is not liable and/or responsible for the consequences caused by or related to, in any way, the actions taken or not taken in reliance on this document.





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
 ALCOHOL LICENSE APPLICATION  
**Confirmation Number: 20160126103620440**



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **BAILEY HIGHWAY 280 LLC 205-271-7827**  
 What is lessors primary business? **MUSIC**  
 Is lessor involved in any way with the alcoholic beverage business? **NO**  
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**  
 Is the business used to habitually and principally provide food to the public? **NO**  
 Does the establishment have restroom facilities? **YES**  
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**  
 Building Dimensions Square Footage: **2650** Display Square Footage:  
 Building seating capacity: **40** Does Licensed premises include a patio area? **YES**  
 License Structure: **SHOPPING CENTER** License covers: **OTHER**  
 Location is within: **COUNTY** Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20160126103620440**



**Initial each**

*HS*  
*HS*

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

*HS*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

*HS*

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

*HS*

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

*HS*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

*HS*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

*HS*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

*HS*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Harris Swunders III*

Signature of Applicant: *[Handwritten Signature]*

Notary Name (print): *Valencia Johnson*

Notary Signature: *[Handwritten Signature]*

Commission expires: *4-22-18*

Application Taken:                      App. Inv. Completed:                      Forwarded to District Office:  
 Submitted to Local Government:                      Received from Local Government:  
 Received in District Office:                      Reviewed by Supervisor:                      Forwarded to Central Office:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
 ALCOHOL LICENSE APPLICATION  
 Confirmation Number: 20160126103620440



**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

**Special Events / Special Retail (7 days or less)**

Starting Date:                      Ending Date:

Special terms and conditions for special event/special retail:

**Other Explanations**

License Covers: SUITE #5



## ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs  
1409 Coliseum Boulevard  
Administrative Building, Room 110  
Montgomery, Alabama 36110  
Telephone: 334-353-6234 / Fax: 334-353-6550  
www.dot.state.al.us



Robert Bentley  
Governor

John R. Cooper  
Transportation Director

March 16, 2016

Chair of County Commission  
Shelby County Commission  
PO Box 467  
Columbiana, Alabama 35051

**RE: ACAA61023-ATRP(012)**  
**SCP 59-849-13**  
**ATRIP 59-05-36**  
**Shelby County**

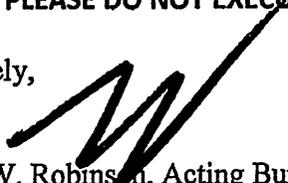
Dear Chair of County Commission:

Attached is the **original** Agreement between the Alabama Department of Transportation and Shelby County covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

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

Sincerely,

  
Terry W. Robinson, Acting Bureau Chief  
Innovative Programs Bureau

TWR:mk

Attachment(s)

cc: DeJarvis Leonard, P.E. (East Central Region Engineer)  
Geneva M. Brown (Asst. Region Engineer)  
Robert Camp, P.E. (Area Operations Engineer)  
Clay McBrien, P.E. (Ms. Melva Bradford)  
Randy Cole, P.E. (Shelby County Engineer)  
File

**AGREEMENT  
FOR  
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM  
(ATRIP) PROJECT  
BETWEEN THE STATE OF ALABAMA  
AND  
SHELBY COUNTY, ALABAMA**

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 the STATE; and Shelby County (FEIN 63-6001694), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-99 from SR-145 to CR-47. Length – 2.05 miles.  
Project# ACAA61023-ATRP(012); SCP# 59-849-13; ATRIP# 59-05-36

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

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 195,480.00
County Funds	\$ <u>48,870.00</u>
Total (Including E & I)	\$ 244,350.00
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) 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.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE 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.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, 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 agents, servants, representatives, employees or assigns.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) 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 (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) 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.

- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

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 stated hereinafter as the date of the approval of the Governor of Alabama.

**SEAL**

ATTEST:

SHELBY COUNTY, ALABAMA

\_\_\_\_\_  
Clerk (Signature)

BY: \_\_\_\_\_

Chairman (Signature)  
Shelby County Commission

\_\_\_\_\_  
Print Name of Clerk

\_\_\_\_\_  
Print Name of Chairman

RECOMMENDED:

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

\_\_\_\_\_  
Asst. Chief Engineer  
Edward N. Austin, P.E.

\_\_\_\_\_  
Chief Engineer  
Don T. Arkle, P.E.

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

\_\_\_\_\_  
Chief Counsel  
Jim R. Ippolito, Jr.

\_\_\_\_\_  
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 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, 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 sub-recipients shall certify and disclose accordingly.

**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 recommendations 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.



# ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs  
1409 Coliseum Boulevard  
Administrative Building, Room 110  
Montgomery, Alabama 36110  
Telephone: 334-353-6234 / Fax: 334-353-6550  
[www.dot.state.al.us](http://www.dot.state.al.us)



Robert Bentley  
Governor

John R. Cooper  
Transportation Director

March 16, 2016

Chair of County Commission  
Shelby County Commission  
PO Box 467  
Columbiana, Alabama 35051

**RE: ACAA61026-ATRP(012)**  
**SCP 59-853-13**  
**ATRIP 59-05-38**  
**Shelby County**

Dear Chair of County Commission:

Attached is the **original** Agreement between the Alabama Department of Transportation and Shelby County covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures and seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

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

Sincerely,

  
Terry W. Robinson, Acting Bureau Chief  
Innovative Programs Bureau

TWR:mk

Attachment(s)

cc: DeJarvis Leonard, P.E. (East Central Region Engineer)  
Geneva M. Brown (Asst. Region Engineer)  
Robert Camp, P.E. (Area Operations Engineer)  
Clay McBrien, P.E. (Ms. Melva Bradford)  
Randy Cole, P.E. (Shelby County Engineer)  
File

**AGREEMENT  
FOR  
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM  
(ATRIP) PROJECT  
BETWEEN THE STATE OF ALABAMA  
AND  
SHELBY COUNTY, ALABAMA**

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 the STATE; and Shelby County (FEIN 63-6001694), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-30 from SR-25 to SR-145. Length – 5.15 miles.  
Project# ACAA61026-ATRP(012); SCP# 59-853-13; ATRIP# 59-05-38

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

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:
- |                         |                      |
|-------------------------|----------------------|
| Federal ATRIP Funds     | \$ 897,280.00        |
| County Funds            | \$ <u>224,320.00</u> |
| Total (Including E & I) | \$ 1,121,600.00      |
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) 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.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE 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.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, 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 agents, servants, representatives, employees or assigns.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) 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 (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) 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.

- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

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 stated hereinafter as the date of the approval of the Governor of Alabama.

**SEAL**

**ATTEST:**

SHELBY COUNTY, ALABAMA

\_\_\_\_\_  
Clerk (Signature)

BY: \_\_\_\_\_

Chairman (Signature)  
Shelby County Commission

\_\_\_\_\_  
Print Name of Clerk

\_\_\_\_\_  
Print Name of Chairman

**RECOMMENDED:**

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

\_\_\_\_\_  
Asst. Chief Engineer  
Edward N. Austin, P.E.

\_\_\_\_\_  
Chief Engineer  
Don T. Arkle, P.E.

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

\_\_\_\_\_  
Chief Counsel  
Jim R. Ippolito, Jr.

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

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.**

\_\_\_\_\_  
**GOVERNOR OF ALABAMA  
ROBERT BENTLEY**

**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 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.

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**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.

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**AMENDED ALABAMA IMMIGRATION LAW:**

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