



**SHELBY COUNTY COMMISSION
JULY 11, 2016
MINUTES**

**STATE OF ALABAMA
COUNTY OF SHELBY**

The Shelby County Commission of Shelby County, Alabama, met at the County Administration Building in the City of Columbiana, Alabama, at 8:30 A.M., Monday, July 11, 2016. The meeting was called to order by Commissioner Shepherd. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

PRESENT

Commissioner Dan Acker
Commissioner Lindsey Allison
Commissioner Elwyn Bearden
Commissioner Corley Ellis
Commissioner Robbie Hayes
Commissioner Jon Parker
Commissioner Mike Vest

ABSENT

Commissioner Tommy Edwards
Commissioner Rick Shepherd

**APPROVAL OF MINUTES FROM JUNE 27, 2016
RESOLUTION 16-07-11-01**

MOTION: Commissioner Hayes - Motion to approve Minutes from June 27, 2016 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Yeas – Commissioner Acker, Commissioner Allison, Commissioner Bearden, Commissioner Hayes, Commissioner Parker and Commissioner Vest; 1 Abstained – Commissioner Parker

MOTION CARRIED

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS
RESOLUTION 16-07-11-02**

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

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

**BID AWARDS
MIX, BITUMINOUS PLANT
RESOLUTION 16-07-11-03**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-07-11-03 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-07-11-03

BE IT RESOLVED, that the Shelby County Commission hereby records that no bids were received for the Mix, Bituminous Plant. Therefore, purchases will be made as outlined by the State of Alabama bid law.

Said eBid #2016-6-10847 is located within the County Manager’s Office.

**BID AWARD – DOORS AND DOOR HARDWARE
RESOLUTION 16-07-11-04**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-07-11-04 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-07-11-04

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Doors and Door Hardware to the overall lowest bidder, Building Specialties as shown on the attached tabulation.

Said eBid #2016-6-10844 is located within the County Manager’s Office.

**AWARD BID – CALCIUM HYPOCHLORITE TABLETS
RESOLUTION 16-07-11-05**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-07-11-05 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-07-11-05

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Calcium Hypochlorite Tablets to the lowest responsive bidder, Chemrite, Inc., as follows:

Vendor	Price per lb
Chemrite, Inc.	\$2.05
Harcros Chemicals	\$2.44

Said eBid# 2016-6-10845 is located within the County Manager’s Office.

**ALDOT GRANT
DIGITAL INFORMATION COOPERATIVE AGREEMENT
RESOLUTION 16-07-11-06**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-07-11-06 as presented
SECOND: Commissioner Acker
VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-07-11-06

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:

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2016 computerized mapping project, 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 an 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 Assist to the County Manager.

Passed, adopted, and approved this 11th day of July, 2016.

ROADS AND TRANSPORTATION

**PETITION TO VACATE – DANIEL DOZIER, CHRISTOPHER PHILLIP REED
AND PATRICIA DOZIER REED
RESOLUTION 16-07-11-07**

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

MOTION CARRIED

RESOLUTION 16-07-11-07

WHEREAS, Daniel Dozier, Christopher Phillip Reed, and Patricia Dozier Reed are the owners of all the property abutting on, adjacent to, or served by the following described portion of a public street and alleys situated in Shelby County, Alabama:

All that portion of 10th Street located between Block 46 and Block 47; an alley lying in Block 46; and an alley lying in Block 47, all in Safford's Addition to Shelby, as recorded in Map Book 3, Page 47, in the Probate Office of Shelby County, Alabama, which lie within the boundaries of the following described property:

Commence at the NW Corner of above said Block 47 of Safford's Addition to Shelby; thence S 00 deg. 22 min. 13 sec. W a distance of 81.19 feet to the POINT OF BEGINNING; thence N 87 deg. 27 min. 48 sec. E a distance of 82.59 feet; thence S 31 deg. 40 min. 52 sec. E a distance of 155.50 feet; thence S 01 deg. 30 min. 58 sec. E, a distance of 127.39 feet; thence S 84 deg. 29 min. 25 sec. W a distance of 251.08 feet; thence N 03 deg. 22 min. 55 sec. W a distance of 38.17 feet; thence N 25 deg. 45 min. 38 sec. W a distance of 259.03 feet; thence N 87 deg. 27 min. 48 sec. E a distance of 197.39 feet to the POINT OF BEGINNING.

See sketch attached to this resolution;

and

WHEREAS, the above-named owners have petitioned the Shelby County Commission to vacate said portion of a public street and alleys, 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 the above-named owners have in writing

waived notice of public hearing on the petition; and

WHEREAS, the vacation of the above described portion of a public street and alleys, 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 portion of a public street and alleys be vacated.

NOW, THEREFORE, Be It Resolved that the County Commission of Shelby County, Alabama, that the portion of a public street and alleys 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.

**MOTION TO AUTHORIZE
COMMISSION JON PARKER TO SIGN AS
COMMISSION CHAIRMAN THIS DATE
RESOLUTION 16-07-11-08**

MOTION: Commissioner Hayes – Motion to authorize Commissioner Jon Parker to sign as Commission Chairman in Rick Shepherd’s absence for the date of July 11, 2016

SECOND: Commissioner Bearden

VOTE ON MOTION: Unanimous

MOTION CARRIED

**MOTION TO ADJOURN
RESOLUTION 16-07-11-09**

MOTION: Commissioner Allison – There being no further business to come before the Commission, move to adjourn this 11TH day of July, 2016 at 9:10 A.M.

SECOND: Commissioner Hayes

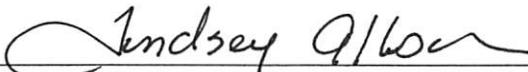
VOTE ON MOTION: Unanimous

MOTION CARRIED

READ & APPROVED:



COMMISSIONER DAN ACKER



COMMISSIONER LINDSEY ALLISON



COMMISSIONER ELWYN BEARDEN

COMMISSIONER TOMMY EDWARDS



COMMISSIONER CORLEY ELLIS



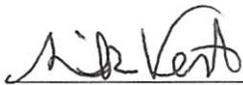
COMMISSIONER ROBBIE HAYES



COMMISSIONER JON PARKER



COMMISSIONER RICK SHEPHERD



COMMISSIONER MIKE VEST

	Lock Corp	Bldg Spec
3' x 7' Hollow Metal Door 18ga Non Handed Not Rated	\$347.80	\$370.00
3'x 6'8" Hollow Metal Door 18ga Non Handed Not Rated	\$312.80	\$320.00
3' x 7' Hollow Metal Door Undersized for Cont. Hinge Not Rated	\$347.80	\$390.00
3' x 7' Hollow Metal Door 18ga Non Handed 20min Fire Label	\$361.80	\$375.00
3' x 7' Hollow Metal Door 18ga Non Handed 45min Fire Label	\$361.80	\$375.00
3'x 6'8" Hollow Metal Door 18ga Non Handed 20 min Fire Label	\$326.80	\$325.00
3'x 6'8" Hollow Metal Door 18ga Non Handed 45min Fire Label	\$326.80	\$325.00
3' x 7' Hollow Metal Frame 16ga Right Hand Not Rated	\$212.00	\$170.00
3' x 7' Hollow Metal Frame 16ga Left Hand Not Rated	\$212.00	\$170.00
3' x 6'8" Hollow Metal Frame 16ga Right Hand Not Rated	\$255.40	\$170.00
3' x 6'8" Hollow Metal Frame 16ga Left Hand Not Rated	\$255.40	\$170.00
3' x 7' Hollow Metal Frame 16ga Right Hand 20min Fire Label	\$226.00	\$175.00
3' x 7' Hollow Metal Frame 16ga Left Hand 20min Fire Label	\$226.00	\$175.00
3' x 7' Hollow Metal Frame 16ga Right Hand 45min Fire Label	\$226.00	\$175.00
3' x 7' Hollow Metal Frame 16ga Left Hand 45min Fire Label	\$226.00	\$175.00
3' x 6'8" Hollow Metal Frame 16ga Right Hand 20min Fire Label	\$269.40	\$175.00
3' x 6'8" Hollow Metal Frame 16ga Left Hand 20min Fire Label	\$269.40	\$175.00
3' x 6'8" Hollow Metal Frame 16ga Right Hand 45min Fire Label	\$269.40	\$175.00
3' x 6'8" Hollow Metal Frame 16ga Left Hand 45min Fire Label	\$269.40	\$175.00
Wood Doors		
3' x 7' Solid Core Wood Door Non Rated	\$268.00	\$160.00
3' x 6'8" Solid Core Wood Door Non Rated	\$275.00	\$160.00
3' x 7' Solid Core Wood Door 20min Fire Label	\$267.50	\$175.00
3' x 7' Solid Core Wood Door 45min Fire Label	\$524.00	\$175.00
3' x 6'8" Solid Core Wood Door 20min Fire Label	\$267.50	\$175.00
3' x 6'8" Solid Core Wood Door 45min Fire Label	\$524.00	\$175.00
3' x 6'8" Solid Wood Dutch Door (No Glass Kit/Glass) 20min Fire Label	\$560.00	\$345.00
Glass/Glass Kits		
LT-B1 3x33 Glass Kit	\$112.98	\$40.00
LT-B1 22x30 Glass Kit	\$132.00	\$50.00
4" x 34" Tempered Glass	\$36.00	\$10.00
23" x 31" Tempered Glass	\$60.00	\$29.00
Labor to install Glass Kit/Glass in new Door	-	\$40.00

Labor to install Glass Kit/Glass in existing door	-	\$150.00
Door Hardware		
ND53J RHO 626 Schlage Entry Lock Less Cylinder	\$312.50	\$195.00
ND40S RHO 626 Schlage Privacy	\$281.63	\$195.00
ND10S RHO 626 Schlage Passage	\$247.60	\$180.00
ND80JD RHO 626 Schlage Storeroom Lock Less Cylinder	\$311.95	\$195.00
20-079 Primus Rim IC Housing Less Cylinder	\$49.33	\$26.00
20-059 Primus Mortise IC Housing Less Cylinder	\$45.10	\$26.00
20-740 Primus Interchangeable Core (Cylinder Only)	\$92.61	\$65.00
35-004 Primus Key Blanks UNCUT (Min 50 per box)	\$240.75	\$4.00
35-005 Primus Control Blanks UNCUT (Min 50 per box)	\$370.75	\$6.00
49-004 Primus Factory Cut Keys (For Exterior Door Cylinders)	\$16.08	\$9.00
49-005 Primus Factory Cut	\$16.08	\$9.00
35-002 EV 468 Everest D135 Key Blanks (Min 50 per box) (For Interior Door Cylinders)	\$178.35	\$4.00
8888F-32D Sargent Exit Device	\$869.06	\$650.00
56-8888F-32D Sargent Electrified Exit Device	\$1,456.50	\$1,120.00
713-8 ETL 626 Sargent Exit Trim	\$390.19	\$220.00
1800-3'x689 Silver Yale Exit Device	\$145.03	\$115.00
217F-689 Silver Butterfly Pull Trim for 1800 Series Exit Device	\$36.20	\$25.00
6030 RF 689 Alum Finish Automatic Door Operator	\$2,847.69	\$2,600.00
6030 RF 695 Bronze Finish Automatic Door Operator	\$2,847.69	\$2,600.00
531 Wireless Wall Mount Button for Automatic Door Operator	\$133.76	\$115.00
CFM83HD1 Alum Continuous Hinge Full Mortise	\$128.40	\$75.00

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the ____ day of _____, 2016 by and between the Shelby County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Shelby County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2016 computerized mapping project.

1.02 The County has entered into a contract in the approximate amount of \$374,687 to acquire 1"=100' scale digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama

Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for federal grant in the amount of \$ 31,250 to be applied toward the completion of the 2016 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (\$25,000) and the county will provide the remaining 20% (\$6,250) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- (c) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2016 photography contract.
- (d) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2016. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 14, 2016, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date hereof and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. The county may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which

the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

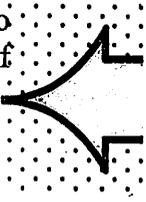
Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. Dispute Resolution. 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's Office of Administrative hearings or where appropriate, private mediators.

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



SEAL:

ATTEST:

SHELBY COUNTY, ALABAMA

(Notary Signature)

County Commission, Chairman

Type Name

Type Name (County Commission Chairman)

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

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

RECOMMENDED FOR APPROVAL:

State Design Engineer, William F. Adams, PE
Alabama Department of Transportation

Chief Engineer, Don T. Arkle, PE
Alabama Department of Transportation

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

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this ___ day of _____, 2016.

Governor of Alabama, Robert Bentley

ARH 6-28-16
DWA 6-30-16

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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.

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.

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's Office of Administrative hearings or where appropriate, private mediators.

TERMINATION DUE TO INSUFFICIENT FUNDS

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



ALABAMA DEPARTMENT OF TRANSPORTATION

Design Bureau

1409 Coliseum Boulevard, Montgomery, Alabama 36110

P.O. Box 303050, Montgomery, Alabama 36130-3050

Phone: 334-242-6178 FAX: 334-269-0826



Robert Bentley
Governor

June 23, 2016

John R. Cooper
Transportation Director

Shelby County IT Services
102 Depot Street
Columbiana, AL 35051

Attention: J.R. Henderson

RE: Mapping Agreement

Mr. Henderson,

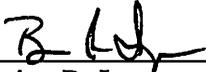
Attached please find a copy of our Digital Information Cooperative Agreement. Please review this document thoroughly. If Shelby County is in acceptance of the terms of this Agreement, please sign, have it signed and sealed by a Notary, and return the Agreement and the Resolution to this office Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

William F. Adams, PE
State Design Engineer

BY:



Brian R. Ingram, PE/PLS
Location Engineer

WFA/BRI/kmf
Attachment

C: Mr. Derrick Coleman
File

STATE OF ALABAMA
COUNTY OF SHELBY

PETITION TO VACATE PORTION OF PUBLIC STREET AND ALLEYS

Pursuant to § 23-4-20, Code of Alabama 1975, as amended, come now the undersigned, being all of the owners of the land abutting the portion of the public street and alley desired by them to be vacated, and request that the following described portion of a public street and alleys, as shown on the map of Safford's Addition to Shelby, located in Shelby County, Alabama, and not located within the corporate limits of any municipality, be vacated, and that the Shelby County Commission approve this vacation. The portion of the public street and alleys requested to be vacated is described as follows:

All that portion of 10th Street located between Block 46 and Block 47; an alley lying in Block 46; and an alley lying in Block 47, all in Safford's Addition to Shelby, as recorded in Map Book 3, Page 47, in the Probate Office of Shelby County, Alabama, which lie within the boundaries of the following described property:

Commence at the NW Corner of above said Block 47 of Safford's Addition to Shelby; thence S 00 deg. 22 min. 13 sec. W a distance of 81.19 feet to the POINT OF BEGINNING; thence N 87 deg. 27 min. 48 sec. E a distance of 82.59 feet; thence S 31 deg. 40 min. 52 sec. E a distance of 155.50 feet; thence S 01 deg. 30 min. 58 sec. E, a distance of 127.39 feet; thence S 84 deg. 29 min. 25 sec. W a distance of 251.08 feet; thence N 03 deg. 22 min. 55 sec. W a distance of 38.17 feet; thence N 25 deg. 45 min. 38 sec. W a distance of 259.03 feet; thence N 87 deg. 27 min. 48 sec. E a distance of 197.39 feet to the POINT OF BEGINNING.

The location of the portion of the street and alleys sought to be vacated is shown on the attached sketch. The portion of the street and alleys sought to be vacated have not been opened up, improved, or used as a public street or alley.

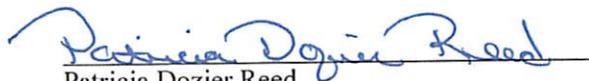
The vacation of the above-described portion of the public street and alleys will not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property. No entity has facilities or equipment such as utility lines within the right of way of the portion of the public street or alleys sought to be vacated.

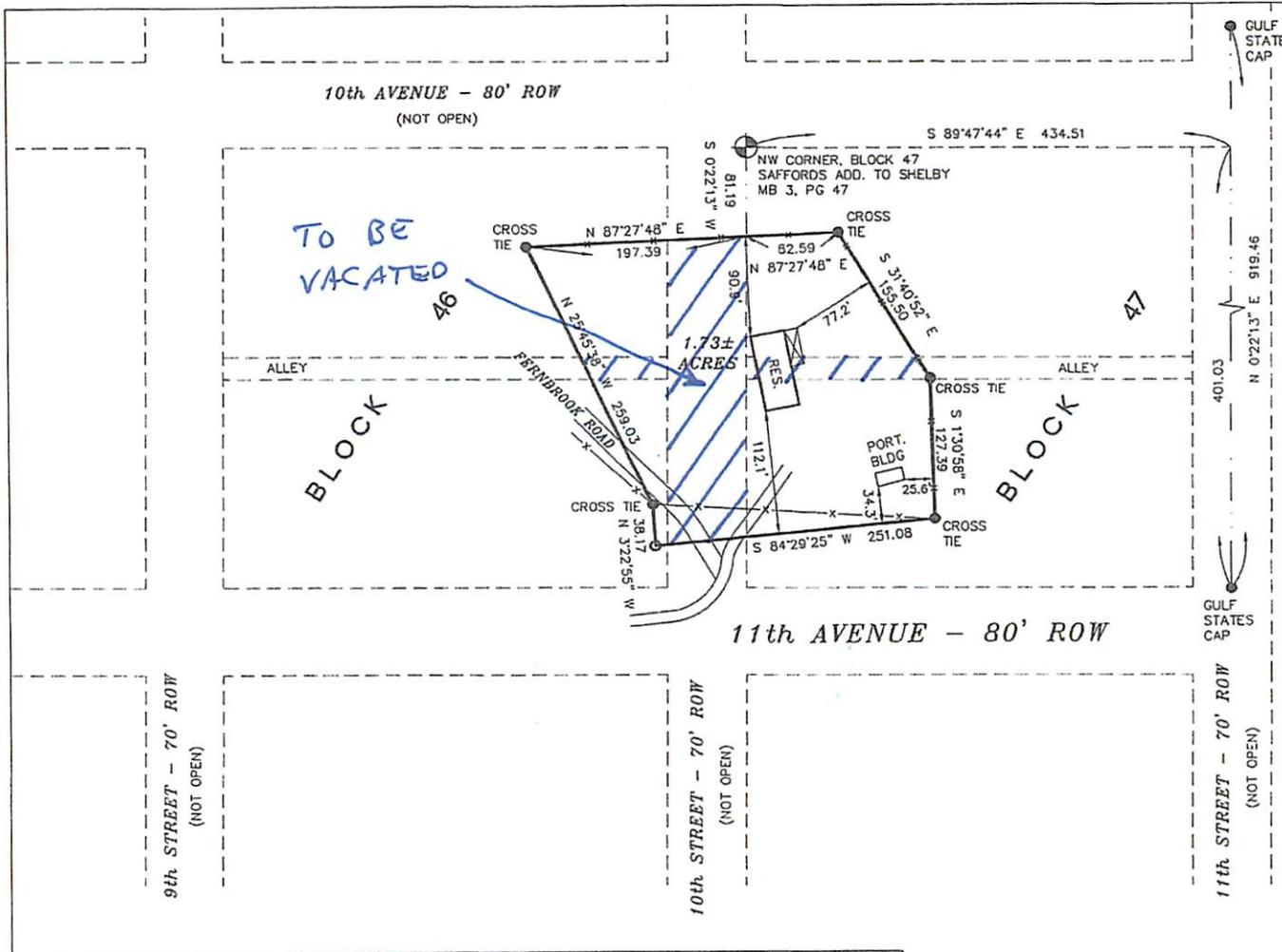
The undersigned request that notice, hearing, and voting on this petition be performed in accordance with § 23-4-20, Code of Alabama 1975, as amended.

This the 3rd day of June, 2016.


Daniel Dozier


Christopher Phillip Reed


Patricia Dozier Reed



STATE OF ALABAMA
SHELBY COUNTY

I, Rodney Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying in the State of Alabama, the correct legal description being as follows:

A Parcel of land being part of Block 46 and Block 47 of Safford's Addition to Shelby, as recorded in Map Book 3, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of above said Block 47 of Safford's Addition to Shelby; thence 500°22'13"W, a distance of 81.19' to the POINT OF BEGINNING; thence N87°27'48"E, a distance of 82.59'; thence S31°40'52"E, a distance of 155.50'; thence S01°30'58"E, a distance of 127.39'; thence S84°29'25"W, a distance of 251.08'; thence N03°22'55"W, a distance of 38.17'; thence N25°45'38"W, a distance of 259.03'; thence N87°27'48"E, a distance of 197.39' to the POINT OF BEGINNING.

Said Parcel containing 1.73 acres, more or less.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0555 E, Zone 'X', dated February 20, 2013 and found that the above described Parcel does not lie in a Flood Hazard Zone.

NOTE:
This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

According to my survey of April 21, 2016

Rodney Shiflett
Rodney Shiflett Al. Reg. #21784



LEGEND

●●●	1/2" REBAR SET
○	IRON PIN FOUND
—	RIGHT-OF-WAY
---	NOT TO SCALE
— —	UTILITY POLE
— — —	OVERHEAD UTILITIES
—	FIELD MEASURED
—	PLAT / RECORDED MAP
▨	COVERED DECK/PORCH
▩	DECK/PORCH

JOB NO. 15126
 DATE 4/21/16 DATE OF FIELD SURVEY 2016 & 2016
 ADDRESS Fernbrook Lane SCALE 1" = 100'
 DRAWN BY H. LETTS CHECK BY R.Y.S.

RODNEY SHIFLETT SURVEYING

P.O. BOX 204
 COLUMBIANA, ALABAMA 35051
 TEL. 205-669-1205 FAX. 205-669-1298