SHELBY COUNTY COMMISSION
JANUARY 11, 2020
MINUTES

STATE OF ALABAMA
COUNTY OF SHELBY

The Shelby County Commission of Shelby County, Alabama, met at the County Administration Building in the City of Columbiana, Alabama, at 8:30 A.M., Monday, January 11, 2021. The meeting was called to order by Commissioner Bearden. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

PRESENT
Commissioner Lindsey Allison
Commissioner Elwyn Bearden
Commissioner Tommy Edwards
Commissioner Robbie Hayes
Commissioner Kevin Morris
Commissioner Jon Parker
Commissioner Rick Shepherd
Commissioner Mike Vest
Commissioner Ward Williams

ABSENT

APPROVAL OF MINUTES OF DECEMBER 14, 2020
RESOLUTION 2021-01-11-01

MOTION: Commissioner Edwards - Motion to approve the Minutes from December 14, 2020 as presented
SECOND: Commissioner Allison
VOTE ON MOTION: Unanimous
MOTION CARRIED

APPROVAL OF BILLS, REQUISITIONS, AND CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS
RESOLUTION 2021-01-11-02

MOTION: Commissioner Hayes – Motion to approve the Bills, Requisitions and Check Register for Government and Proprietary Funds
SECOND: Commissioner Allison
VOTE ON MOTION: Unanimous
MOTION CARRIED
BUDGET, FINANCE & LEGAL
BID AWARD – JANITORIAL SERVICES
RESOLUTION 2021-01-11-03

MOTION: Commissioner Allison – Motion to approve Resolution 2021-01-11-03 as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2021-01-11-03

BE IT RESOLVED, that the Shelby County Commission records the administrative bid award made by the County Manager to the lowest responsive bidder, Hill Janitorial Service, Inc. in the amount of $8,340.00.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Area #2 Columbiana</th>
<th>Area #3 Outlying Buildings</th>
<th>Area #4 Hwy 280 Properties</th>
<th>Alternate 1 – Airport</th>
<th>Total Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Janitorial Service, Inc.</td>
<td>$2,480.00</td>
<td>$850.00</td>
<td>$4,410.00</td>
<td>$600.00</td>
<td>$8,340.00</td>
</tr>
<tr>
<td>CDI Janitorial Service</td>
<td>$7,900.00</td>
<td>$3,350.00</td>
<td>$5,130.00</td>
<td>$450.00</td>
<td>$16,830.00</td>
</tr>
<tr>
<td>Baggett Property Solutions, LLC</td>
<td>$10,125.00</td>
<td>$5,075.00</td>
<td>$8,150.00</td>
<td>$3,650.00</td>
<td>$27,000.00</td>
</tr>
</tbody>
</table>

Said eBid #2020-11-11128 is located within the County Manager’s Office.

BID AWARD – BRAND SPECIFIC CLEANING ITEMS
RESOLUTION 2021-01-11-04

MOTION: Commissioner Allison – Motion to approve Resolution 2021-01-11-04 as presented
SECOND: Commissioner Edwards
VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2021-01-11-04

BE IT RESOLVED, the Shelby County Commission hereby awards the bid for Brand Specific Cleaning Items to the only responsive bidder, American Osment as attached.

Said eBid #2020-11-11124 is located within the County Manager’s Office.

BID AWARD – GLOVES
RESOLUTION 2021-01-11-05

MOTION: Commissioner Allison – Motion to approve Resolution 2021-01-11-05 as presented
SECOND: Commissioner Edwards
VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2021-01-11-05
BE IT RESOLVED, that the Shelby County Commission hereby records that only one bid was received for Gloves. Therefore, purchases will be made as outlined by the State of Alabama bid law.

Said eBid #2020-11-11121 is located within the County Manager’s Office.

**BID AWARD – RAZOR – HYGIENE ITEM**
**RESOLUTION 2021-01-11-06**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2021-01-11-06 as presented  
**SECOND:** Commissioner Hayes  
**VOTE ON MOTION:** Unanimous  
**MOTION CARRIED**

**RESOLUTION 2021-01-11-06**

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Razors- Hygiene Item to the lowest responsive bidder, Bob Barker as follows:

<table>
<thead>
<tr>
<th></th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Barker</td>
<td>$ 64.95</td>
<td>case of 500</td>
</tr>
<tr>
<td>Charm-tex</td>
<td>$ 76.90</td>
<td>case of 500</td>
</tr>
<tr>
<td>Phoenix Trading</td>
<td>$ 52.50</td>
<td>$ 57.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>case of 500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not a rubber handle as specified</td>
</tr>
<tr>
<td>CPR Savers</td>
<td>$ 90.00</td>
<td>case of 1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not a rubber handle as specified</td>
</tr>
</tbody>
</table>

Said eBid #2020-1111123 is located within the County Manager’s Office.

**BID AWARD – LIVESCAN FINGERPRINT SCAN**
**RESOLUTION 2021-01-11-07**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2021-01-11-07 as presented  
**SECOND:** Commissioner Edwards  
**VOTE ON MOTION:** Unanimous  
**MOTION CARRIED**

**RESOLUTION 2021-01-11-07**

BE IT RESOLVED, that the Shelby County Commission hereby award the bid for the Livescan Fingerprint System to the only responsive bidder, Livescan Plus in the amount of $21,112 with the Options if selected as attached.

Said eBid 2020-11-11127 is located within the County Manager’s Office.

**BUDGET FINANCE & LEGAL**
**OFFICE OF VIOLANCE AGAINST WOMEN – JUSTICE FOR FAMILIES GRANT**
**RESOLUTION 2021-01-11-08**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2021-01-11-08 as presented  
**SECOND:** Commissioner Vest  
**VOTE ON MOTION:** Unanimous  
**MOTION CARRIED**
RESOLUTION 21-01-11-08

WHEREAS, the U. S. Department of Justice, Office on Violence Against Women (OVW) provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking and is funding projects that support a coordinated community response to hold offenders accountable and serve victims through grant funds available under the Fiscal Year 2021 Justice for Families Program for six (6) different purpose areas with Shelby County selecting Purpose Area 5, Court and court-based programs and services (specialized courts, education and outreach programs to improve community access for underserved populations, and other projects likely to improve court responses) to domestic violence, dating violence, sexual assault and stalking, to maintain and enhance the Domestic Violence Court.

WHEREAS, Purpose Area 5 Court and court-based programs and services will enable the Shelby County Courts, 18th Judicial Circuit to continue to develop and enhance its infrastructure of the Domestic Violence specialized court, resulting in a consolidated docket to address domestic violence within the County.

WHEREAS, the Shelby County Commission wishes to make a grant application to the U.S. Department of Justice, Office on Violence Against Women, Fiscal Year 2021 Justice for Families Program to assist in enhancing the services of the existing Domestic Violence Court. Shelby County has an established Community Collaborative working group between the domestic violence and sexual assault service provider (SafeHouse), the Shelby County Courts 18th Judicial Circuit, Shelby County Circuit Clerks Office, Shelby County District Attorney’s Office, Shelby County Sheriff’s Office, Shelby County Community Corrections Corporation, Central Alabama Wellness, and the Hispanic Interest Coalition of Alabama to contest domestic violence. The mandatory partners for the grant are as follows: the Shelby County Courts 18th Judicial Circuit, Shelby County Circuit Clerks Office, Shelby County District Attorney’s Office, Shelby County Sheriff’s Office, SafeHouse-domestic violence provider, Shelby County Community Corrections Corporation, Central Alabama Wellness, and the Hispanic Interest Coalition of Alabama.

WHEREAS, the OVW Fiscal Year 2021 Justice for Families Program Grant will provide funding for a three year (36 month) standard project for the continuation of a court-based or court-related programs (specialized court-domestic violence court); with no match requirement;

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

KING COLLECTION RESOLUTION
RESOLUTION 2021-01-11-09

MOTION: Commissioner Allison – Motion to approve Resolution 2021-01-11-09 as presented
SECOND: Commissioner Parker
VOTE ON MOTION: Unanimous

MOTION CARRIED

COUNTY COMMISSION
RESOLUTION 2021-01-11-09

WHEREAS, heretofore on December 15, 2010, Joseph D. “JD” King and Bobbie King, husband and wife, hereinafter “Kings” did enter into a Memorandum of Understanding (MOU) with Shelby County, Alabama expressing the Agreement between the parties to said MOU that the Kings would allow Shelby County to display for public benefit the Kings collection of historical fire apparatus, toys and collectables, a
copy of which MOU is attached hereto as Exhibit A and made part and parcel hereof as fully set out herein and,

WHEREAS, said Memorandum of Understanding provided for the conveyance to Shelby County of the title to the King Fire Collection at such time that construction of a museum had been determined and approved, and,

WHEREAS, on March 24, 2011, Joseph D. “JD” King and Bobbie King, did enter into a Donation Agreement with Shelby County by which agreement the “King Fire Collection” was conveyed to Shelby County subject to the expressed provisions that if Shelby County failed or ceased to use, display and maintain the Fire Collection for the purposes specified in said Donation Agreement said property shall be returned by the County to the Kings or their heirs and assigns, a copy of said Donation Agreement being attached hereto as Exhibit B and made part and parcel hereof as fully as if set out herein and,

WHEREAS, the entity identified by Shelby County and approved by the Kings to take possession and ownership of the aforesaid King Collection was The National Center for Fire and Life Safety, Inc., a corporation, and

WHEREAS, it was contemplated and agreed among all parties that the King Collection would be displayed for public use in the museum being planned and contemplated by The National Center for Fire and Life Safety, Inc., and,

WHEREAS, The National Center for Fire and Life Safety, Inc., has failed in its attempts to organize and procure sufficient funding to construct and operate a public museum for, among other things, the purpose of displaying the King Collection and,

WHEREAS, The National Center for Fire and Life Safety, Inc. did heretofore on September 4, 2019, adopt a Resolution conveying to Shelby County, Alabama the King and Perdue Fire Collections, relinquishing any rights of ownership to those collections going forward, a copy of said Board Resolution being attached hereto as Exhibit C and made part and parcel hereof as fully as if set out herein and,

WHEREAS, Shelby County does not now maintain a museum or other site which would be necessary and appropriate for the display and maintenance of the King Collection, nor does Shelby County, Alabama intend to do so in the future, and,
WHEREAS, the aforesaid Donation Agreement entered into between Shelby County and Joseph D. “JD” King and Bobbie King provide that in the event Shelby County fails or ceases to use, display and maintain the King Collection subject to the Donation Agreement that the same would be reconveyed by Shelby County to Joseph D. “JD” King and Bobbie King, and,

WHEREAS, Joseph D. “JD” King and Bobbie King have agreed to accept a reconveyance by Shelby County, Alabama to them of the entire King Fire Collection as shown and described in Exhibit A which is attached to and is a part of the aforesaid December 15, 2010, Memorandum of Understanding referenced above:

NOW THEREFORE, THE SHELBY COUNTY COMMISSION DOES HERELY RESOLVE, AGREE AND ORDAIN AS FOLLOWS:

1. Shelby County shall and does hereby release, quit-claim and convey to Joseph D. “JD” King and Bobbie King, the King Collection described hereinabove and relinquishes all right, title and interest thereto, including the right of possession thereof.

2. The Shelby County Commission authorizes and directs the County Manager to execute for and on behalf of Shelby County, the Bill of Sale and Reconveyance document attached to this Resolution as Exhibit D upon acceptance thereof by Joseph D. “JD” King and Bobbie King to be evidenced by the affixing of their signatures thereon acknowledging receipt of title to the King Collection described herein and releasing Shelby County from any further and all liability or duty or responsibility including but not being limited to any duty or obligation to house, display or maintain said collection or any part thereof.

ROADS AND TRANSPORTATION
REBUILD ALABAMA ACT ANNUAL REPORT 2019-2020
RESOLUTION 2021-01-11-10

MOTION: Commissioner Vest – Motion to approve Resolution 2021-01-11-10 as presented
SECOND: Commissioner Edwards
VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2021-01-11-10
WHEREAS, Act 2019-2 of the Alabama Legislature, known as the Rebuild Alabama Act provides for disbursement of funds to the County for maintenance and construction of certain roads and bridges which are on the inventory of roads maintained by the County, and

WHEREAS, the County is required to present and adopt at the first Commission Meeting in January of each year, its County Rebuild Alabama Annual Report (CRAAR), which provides detailed expenditures made from both County Rebuild Alabama Funds (CRAF) and Federal Aid Exchange Funds (FAEF) as shown in the previous Fiscal Year’s County Transportation Plan (CTP).

THEREFORE, Be It Resolved that the Shelby County Commission hereby adopts the attached County Rebuild Alabama Annual Report for Fiscal Year 2019-2020. In accordance with the Act, the aforementioned Report shall be entered into the minutes of the County Commission Meeting and made available for public inspection.

ENVIRONMENTAL AND NATURAL RESOURCES
CSX WATER MAIN CROSSING AGREEMENT
RESOLUTION 2021-01-11-11

MOTION: Commissioner Vest – Motion to approve Resolution 2021-01-11-11 as presented
SECOND: Commissioner Shepherd
VOTE ON MOTION: Unanimous

RESOLUTION 2021-01-11-11

BE IT RESOLVED, that the Shelby County Commission hereby approves the attached Facility Encroachment Agreement with CSX Transportation, Inc. concerning a 10” water sub-grade pipeline crossing near Chelsea, Alabama. The County Manager is hereby authorized to execute said agreement.

Said contract and Exhibits are hereby made part of this resolution.

MOTION TO ADJOURN
RESOLUTION 2021-01-11-12

MOTION: Commissioner Edwards – There being no further business to come before the Commission, move to adjourn this 11th day of January 11, 2021 at 9:12 A.M.
SECOND: Commissioner Shepherd
VOTE ON MOTION: Unanimous

READ & APPROVED:

______________________________________________
COMMISSIONER LINDSEY ALLISON

______________________________________________
COMMISSIONER ELWYN BEARDEN
COMMISSIONER TOMMY EDWARDS

COMMISSIONER ROBBIE HAYES

COMMISSIONER KEVIN MORRIS

COMMISSIONER JON PARKER

COMMISSIONER RICK SHEPHERD

COMMISSIONER MIKE VEST

COMMISSIONER WARD WILLIAMS
All pricing shall include delivery to Columbiana, Alabama.

<table>
<thead>
<tr>
<th>J-Fill Supplies &amp; Equipment</th>
<th>Price each</th>
<th>Price per Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>4278763 J Fill Crew Restroom FLR/Surface Disinfectant 2.5 L</td>
<td>$184.10</td>
<td></td>
</tr>
<tr>
<td>04970 J Fill Crew Shower, Tub and Tile cleaner 2.5 L</td>
<td>$109.50</td>
<td></td>
</tr>
<tr>
<td>05779 J-Fill Glance 2.5 L</td>
<td>$62.55</td>
<td></td>
</tr>
<tr>
<td>04985 J-Fill GP Forward 2.5 L</td>
<td>$76.97</td>
<td></td>
</tr>
<tr>
<td>5273497 J Fill Spitfire 2.5 L</td>
<td>$89.05</td>
<td></td>
</tr>
<tr>
<td>04329 J-Fill Virex II 2.5 L</td>
<td>$55.85</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RTD Supplies &amp; Equipment</th>
<th>Price each</th>
<th>Price per Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>3063437 RTD Crew Floor/Surface Cleaner 1.5 L</td>
<td>$35.75</td>
<td></td>
</tr>
<tr>
<td>3063461 RTD Crew Shower Tub &amp; Tile Cleaner 1.5 L</td>
<td>$65.15</td>
<td></td>
</tr>
<tr>
<td>3063402 RTD Glance Glass/Surface Cleaner 1.5 L</td>
<td>$43.90</td>
<td></td>
</tr>
<tr>
<td>3145408 RTD GP Forward General Purpose 1.5 L</td>
<td>$64.50</td>
<td></td>
</tr>
<tr>
<td>5273518 RTD Spitfire Power Cleaner 1.5 L</td>
<td>$63.05</td>
<td></td>
</tr>
<tr>
<td>3062768 RTD Virex II 256 1.5 L</td>
<td>$61.30</td>
<td></td>
</tr>
<tr>
<td>3331117 RTD Breakup High Foam Degreaser 1.5 L</td>
<td>$94.22</td>
<td></td>
</tr>
<tr>
<td>5753301 RTD Suma Final Step 512 5 L</td>
<td>$55.05</td>
<td></td>
</tr>
<tr>
<td>#3191746 RTD Water Hook Up Kit ea</td>
<td>$77.25</td>
<td></td>
</tr>
<tr>
<td>#3191754 RTD 1.5 L Wire Basket ea</td>
<td>N/C</td>
<td></td>
</tr>
<tr>
<td>4603095 SUMA Final Step OptiFill w/ Triggers 2.5L</td>
<td>$50.10</td>
<td></td>
</tr>
<tr>
<td>4977476 SUMA Supreme Pot/Pan Detergent 2.6Q</td>
<td>$52.31</td>
<td></td>
</tr>
<tr>
<td>Product Bottles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Crew Floor / Surface Screen Printed Spray Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Crew Shower Tub &amp; Tile Screen Printed Spray Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Glance Glass/Surface Cleaner Screen Printed Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Forward General Purpose Screen Printed Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Spitfire Power Cleaner Screen Printed Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Virex II 256 Screen Printed Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Breakup High Foam Degreaser Screen Printed Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
<tr>
<td>Suma Final Step Screen Printed Bottle</td>
<td>32 oz</td>
<td>33.00</td>
</tr>
</tbody>
</table>
The undersigned offers these prices, terms and delivery as per stated specifications.

Name of Company: American Osment / Imperial Dade
Signature: Fred Huey
Printed Name: Fred Huey
Address: 2933 SIT Ave So Iam 35233
Phone: (Include area code) 205-326-3456
Email Address: fhuey@imperialdade.com

Sworn to and subscribed before me this
The 17th day of November, 2020

Mary Chenier
Notary Public

My Commission Expires: 8/25/2021
RESOLUTION 2020-01-11-

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Razors- Hygiene Item to the lowest responsive bidder, Bob Barker as follows:

<table>
<thead>
<tr>
<th></th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Barker</td>
<td>$ 64.95</td>
<td>case of 500</td>
</tr>
<tr>
<td>Charm-tex</td>
<td>$ 76.90</td>
<td>case of 500</td>
</tr>
<tr>
<td>Phoenix Trading</td>
<td>$ 52.50</td>
<td>case of 500</td>
</tr>
<tr>
<td></td>
<td>$ 57.50</td>
<td>not a rubber handle as specified</td>
</tr>
<tr>
<td>CPR Savers</td>
<td>$ 90.00</td>
<td>case of 1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not a rubber handle as specified</td>
</tr>
</tbody>
</table>

Said eBid #2020-1111123 is located within the County Manager’s Office.
## 4. Pricing

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price Per Unit</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC Workstation, UPS, Greenbit FBI Certified Finger/Slap and Palm scanner @ 500 ppi – (Applicant and Criminal Processing):</td>
<td>$7,662.00</td>
<td>1</td>
<td>$7,662.00</td>
</tr>
<tr>
<td>Fixed Height Ruggedized Kiosk, Cabinet (Protective Cabinet for Jail Environment)</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Finger &amp; palm capture processing software including NIST formatted rolled &amp; flat fingerprint image capture</td>
<td>$2,500.00</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>DataWorks Plus LiveScan Plus Software License</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>WSQ compression module software</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>Duplicate finger and sequence check software</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>Fingerprint quality assurance/check software</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>Demographic Entry software with validation tables</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>State approved criminal and applicant transaction profiles</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>SMTP/FTP NIST interface capable</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
<tr>
<td>NIST Manager Express: (Archive for Permanent Electronic Storage of TenPrint Cards with advanced features) 50,000 records with 2 NISTWorks™ Client (2 Concurrent User) Software License to enable access to Fingerprint cards from existing computers via Web Browser Method</td>
<td>$2,500.00</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Includes Web Access to Birmingham Repository (contribute and access for record retrieve and Lineup creation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birmingham access dependent upon IP address approval from BPD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail or Records Management System (JMS/RMS) Demographic Data Interface to Eliminate Duplicate Data Entry. Price includes the DataWorks Portion of the Interface. Your JMS/RMS vendor may have additional Charges.</td>
<td>$1,500.00</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Electronic Signature Pad</td>
<td>$400.00</td>
<td>1</td>
<td>$400.00</td>
</tr>
<tr>
<td>Item</td>
<td>Price</td>
<td>Quantity</td>
<td>Total</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Mugshot Camera with face find controller and quality assurance and NIST Compliant Backdrop</td>
<td>$500.00</td>
<td>1</td>
<td>$500.00</td>
</tr>
<tr>
<td>FBI Certified Printer with (1) tray</td>
<td>$1,300.00</td>
<td>1</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Additional Print tray</td>
<td>$250.00</td>
<td>1</td>
<td>$250.00</td>
</tr>
<tr>
<td>Project Management, Professional Services and</td>
<td>$1,500.00</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>On-Site Installation and Shipping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Year 24/7 Remote-Phone Support and Monday thru Friday, 8am to 5pm, Excluding Holidays Warranty Period</td>
<td>Included</td>
<td>1</td>
<td>Included</td>
</tr>
</tbody>
</table>

**TOTAL**                                                              |         |         | **$21,112.00** |

**OPTIONS**

<table>
<thead>
<tr>
<th>Option</th>
<th>Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upgrade to CrossMatch 500p Scanner</td>
<td>$3,500.00*</td>
<td>1</td>
<td>$3,500.00*</td>
</tr>
<tr>
<td>Upgrade to Height adjustable Cabinet</td>
<td>$2,000.00*</td>
<td>1</td>
<td>$2,000.00*</td>
</tr>
</tbody>
</table>

*Add to existing cost
Memorandum of Understanding (MOU)
Between Shelby County and J.D. and Bobbie King

I. INTRODUCTION

1. Mr. J.D. King approached Shelby County to discuss the possibility of establishing a fire museum in Shelby County to house Mr. King's collection of historical fire apparatus, toys and collectibles along with other fire service equipment to be available for public use.

2. Shelby County is exploring potential collaborations with Shelby County municipalities and other public agencies for the purpose of establishing a fire museum in the County.

II. PURPOSE

1. The purpose of this MOU is to reach an agreement between the undersigned parties allowing Shelby County to display for public benefit the King's collection of historical fire apparatus, toys and collectibles.

III. RESPONSIBILITIES

1. Mr. J.D. and Ms. Bobbie King shall provide said fire collection (See attachment A) to Shelby County for the express purpose to display for public benefit and education.

2. Shelby County shall use the King fire collection for the purpose of display at a Fire Museum located in Shelby County.

3. Shelby County shall execute a Property Agreement with the King's outlining the terms of displaying, maintaining, and preserving the King fire collection once a Fire Museum is established/constructed.

4. Shelby County will assume responsibility for the King collection upon construction and execution of the Property Agreement until such time as the non-profit organization begins operation.

5. Shelby County and Mr. J.D. and Ms. Bobbie King recognize and understand that all said fire collection shall be under care and responsibility of an organization created to operate a museum.

6. Understood that Shelby County and Mr. J.D. and Ms. Bobbie King shall execute the Property Agreement that covers the fire collection and the transfer to Shelby County at such time that construction of said museum has been determined and approved.

7. Attachment A details is hereby made a part of the MOU.
IV. IT IS MUTUALLY AGREED UPON AND UNDERSTOOD BETWEEN THE PARTIES THAT:

1. This MOU allows but does not obligate the parties to this agreement to expend money by entering into cooperative agreements. This MOU is neither a fiscal nor a funds obligation document.
2. This MOU may be revised as necessary, by mutual consent of both parties, by issuance of a written amendment signed and dated by all parties.
3. All books, papers, or documents directly related to this MOU shall be available for examination as applicable by law.
4. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant, or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, volunteers, contractors, and subcontractors, if any.

V. TERM OF AGREEMENT

This MOU shall become effective upon the date of the last signature hereof and shall remain in effect through the execution of the Property Agreement between Shelby County and Mr. J.D. and Ms. Bobbie King and the establishment/construction of a museum to display the King fire collection.

In testimony whereof, we have hereunto placed our hands and seals.

SHELBY COUNTY, ALABAMA

By: Alex Dudchook, County Manager

Date: 12/15/2010

Mr. J.D. and Ms. Bobbie King

By: D.King

Date: 12/18/2010

Attest: [Signature]

Attest: [Signature]
EXHIBIT B
DONATION AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Joseph "J.D" King and Ms. Bobbie King, hereinafter referred to as Sellers, in consideration of a donation to Shelby County, Alabama, hereinafter referred to as Purchaser, the receipt whereof is hereby acknowledged, do hereby bargain, sell, and convey unto the Purchaser the following described personal property for use and display in a public museum and for other public display purposes, to-wit:

SEE ATTACHMENT A - "KING FIRE COLLECTION"

The conveyance of the above-listed personal property to Shelby County shall be subject to the following mutually-agreed upon conditions:

1. Sellers shall, during their lifetimes, have access to certain fire trucks for the purpose of driving and/or displaying said truck(s) during parades and other special events. Access will be granted upon Sellers providing Purchaser with two weeks' (14 calendar days) notice of Sellers' intent to access said truck(s). Sellers understand that any damages or liability arising out of such use are solely their responsibility and hereby agree to hold harmless Shelby County and any of its officials, employees, or agents for any such damages or liability. The Sellers shall have the above-described access to any truck(s) that is operational and road-worthy at the time Sellers' notice is given to Purchaser.

2. Furthermore, any truck(s) accessed under the terms of this agreement shall be returned by Sellers to Shelby County at the location from which Sellers took possession within 24 hours of the conclusion of the specified parade or event for which the truck(s) was accessed.

3. In the event that Purchaser fails or ceases to use, display and maintain the personal property subject to this agreement for the specific purposes herein stated, said property shall be returned to Sellers or their heirs and assigns, if Sellers are deceased. In the event that Sellers' heirs are unwilling or unable to accept the return of said property, Purchaser shall make every good faith effort to see that said property is donated to an appropriate and worthwhile fire museum to be used in accordance with the purposes herein stated.

Sellers covenant with the Purchaser that they are the lawful owners of said property and that it is free from all encumbrances, and that they have a good right to sell the same; that they will warrant and defend the same against the lawful claims of all persons.
Purchaser hereby acknowledges that the value of said donation is the value determined by the appraisal of the inventory conducted at or around the time of delivery of the inventory to Purchaser.

WITNESS my(our) hand(s) this the 24th day of November, 2011.

[Signatures]

Witness

[Signatures]

Witness

Shelby County, Alabama - Purchaser

By: [Signature]
Alex Dudchock, County Manager
## King Fire Collection - Attachment A

<table>
<thead>
<tr>
<th>Item</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1924 American LaFrance City Service</td>
<td>30' long - 7' high - 6' wide</td>
</tr>
<tr>
<td>1929 American LaFrance Pumper Chain Drive</td>
<td>23'4&quot; long - 9'3&quot; high - 6'7&quot; wide</td>
</tr>
<tr>
<td>1929 American LaFrance Aerial Chain Drive</td>
<td>58' long - 8'10&quot; high - 7' wide</td>
</tr>
<tr>
<td>1939 Ford Seagrave</td>
<td>21'5&quot; long - 7' high - 6'6&quot; wide</td>
</tr>
<tr>
<td>1939 LaFrance</td>
<td>22' long - 7' high - 7' wide</td>
</tr>
<tr>
<td>1939 Packard Light Truck</td>
<td>23' long - 10'2&quot; high - 7'7&quot; wide</td>
</tr>
<tr>
<td>1948 Mack (3 door)</td>
<td>26' long - 8'10&quot; high - 7'10&quot; wide</td>
</tr>
<tr>
<td>1950 Seagrave Aerial</td>
<td>44' long - 8'8&quot; high - 7'6&quot; wide</td>
</tr>
<tr>
<td>1950 Seagrave 100' tillered Aerial</td>
<td>54' long - 10'7&quot; high - 7'5&quot; wide</td>
</tr>
<tr>
<td>1953 Mack</td>
<td>27' long - 9'9&quot; high - 6'3&quot; wide</td>
</tr>
<tr>
<td>1880 Chemical Hand Cart</td>
<td></td>
</tr>
<tr>
<td>1884 Button &amp; Blake (Under restoration)</td>
<td></td>
</tr>
</tbody>
</table>

- Christmas Tree with over 200 ornaments: 8' 1/2" tall x 4'
- Life Net
- Wall Pictures: 60' linear feet
- Wooden Ladders - approx. 16
- Tools: 20' wall space
- Fire Stations - 60
- Fire Extinguishers - 20
- Call Boxes - 6
- Pictures - 55
- Fireman's Nutcracker - 31
- Fire Hydrants - 6
- Toys - approx. 2,000: 39 display cases
EXHIBIT C
BOARD RESOLUTION
The National Center for Fire and Life Safety, Inc.

The following resolution was passed by a majority vote at a meeting of the board of directors of The National Center for Fire and Life Safety, Inc. on the 4th day of September 2019.

Resolution to Transfer King and Perdue Collections to Shelby County

Whereas, recognizing that Shelby County "county" was a founding partner;

Whereas, recognizing that Joseph and Bobbie King approached the county with the desire to contribute their large vintage fire apparatus, tool and toy collection for the use of a fire museum;

Whereas, the original intent between both parties, county and The National Center for Fire and Life Safety, (formerly known as The Alabama Firefighters Museum & Education Center) "organization", was that the collection would be transferred to the county in the event the project were to cease;

Whereas, the organization has determined that it will not require the use of the current collections;

Whereas, Joseph and Bobbie King have requested that the organization transfer their collection and the Perdue collection, to the county, as originally intended;

NOW THEREFORE BE IT RESOLVED THAT the board of directors approves by a majority vote that the King and Perdue collections be transferred to Shelby County, relinquishing any rights of ownership to these collections moving forward.

Certified This 4th Day of September, 2019:

Frank Wampol
Vice-Chair, Board of Directors

Randy Freeman
Treasurer, Board of Directors
EXHIBIT D
BILL OF SALE AND RECONVEYANCE AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Shelby County, a political subdivision of the State of Alabama, hereinafter “County” in compliance with a Resolution duly adopted by the Shelby County Commission heretofore and in further compliance with the Donation Agreement by and between Shelby County and Joseph D. “JD” King and Bobbie King on March 24, 2011, does hereby grant, sell, convey and release to Joseph D. “JD” King and Bobbie King the “King Collection” described on Exhibit A hereto, relinquishing all right, title and ownership and/or right of possession thereof.

Joseph D. “JD” King and Bobbie King do hereby agree that they accept the Reconveyance of the above identified King Collection “AS IS”, “WHERE AS” without warranty of any kind expressed or implied.

The Kings, jointly and severally do further release and discharge Shelby County from any and all obligations to maintain possession of said King Collection or any part thereof or to use, display or maintain the same and accept the same in its now condition releasing Shelby County from any and all liability and responsibility past, present or future in connection therewith.

It is understood that Joseph D. “JD” King and Bobbie King assume responsibility for taking possession of each and every item in the King Collection within Sixty (60) days of the date hereof.

Done this ________ day of January, 2021

Attest

______________________________

Shelby County, Alabama by
Chad Scroggins, County Manager

Witness

______________________________

Joseph D. “JD” King

Witness

______________________________

Bobbie King

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Chad Scroggins, County Manager for Shelby County, a political subdivision of the State of Alabama, whose name is signed in the above and foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he with full authority as County Manager for Shelby County, Alabama, a political subdivision of the State of Alabama executed the same voluntarily as and for the act of the Shelby County on the day the same bears date.

Given under my hand and official seal this ____ day of ____________, 2021.

________________________________________ (SEAL)
Notary Public

My Commission Expires: ______________________

________________________________________
Notary Public

My Commission Expires: ______________________

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joseph D. “JD” King, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of ____________, 2021.

________________________________________ (SEAL)
Notary Public
STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Bobbie King, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of ______________, 2021.

_________________________________(SEAL)
Notary Public
EXHIBIT A
## FY 2020 County Rebuild Alabama Annual Report
### Shelby County

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Begin Lat.</th>
<th>Begin Long.</th>
<th>End Lat.</th>
<th>End Long.</th>
<th>Description of Work</th>
<th>Amount of Rebuild Alabama Funding Expended &amp; Current Fiscal Year</th>
<th>Method In Which Rebuild Funds Were Utilized</th>
<th>Amount Expended Utilizing Competitive Bid Contracts</th>
<th>Amount Expended Utilizing Public Works Contracts</th>
<th>Amount Expended except from Competitive or Public Works Contracts</th>
<th>Original CTP (Yes or No)</th>
<th>CRAF for CRAF</th>
<th>FAEF Amount</th>
<th>FAEF Amount</th>
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<tbody>
<tr>
<td>1 SCP 59-913-20 CR 55</td>
<td>33.2259 86.5664</td>
<td>33.3089 86.5518</td>
<td>x 6.32</td>
<td>x 33.3325 86.5428</td>
<td>Widening and Resurfacing CR 55</td>
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<td>CRAF</td>
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<td>1 SCP 59-913-20 CR 55</td>
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<td>33.3089 86.5518</td>
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<td>x 33.3325 86.5428</td>
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<td>Y</td>
<td>FAEF</td>
<td>$400,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Remarks**

This project was performed as part of SCP 59-913-20, Shelby County's Annual Paving and Resurfacing Project. 1.43 additional miles were paved more than estimated on Shelby County's FY 2020 plan.

This additional mileage was due to higher than anticipated revenue received and lower unit prices from the actual bid than were used for the estimate. An additional $301,413 was added from Shelby County to pave the entire section of CR 55 from State 25 near Columbiana, north to US 280. Total paved was 9.34 Miles.
FACILITY ENCROACHMENT AGREEMENT

This Facility Encroachment Agreement (the “Agreement”), made this ___ day of ________________, 2020, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202 (the “Licenser”), and SHELBY COUNTY COMMISSION, a municipal corporation, political subdivision or state agency, under the laws of the State of Alabama, whose mailing address is 200 W College St., Room 145, Columbiana, Alabama 35051 (the “Licensee”).

WHEREAS, Licensee desires to construct, use and maintain the below described facility(ies), hereinafter called “Facilities,” over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) ten inch (10”) diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Chelsea, Shelby County, Alabama, Atlanta Zone Division, Lineville Subdivision, Valuation Station 13381+41, Milepost ANJ-945.25, Latitude N33:20:28.00, Longitude W86:37:51.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. ENCROACHMENT FEE:

   1.1 In consideration of this Agreement, Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS ($5,100.00) upon execution of this Agreement.

2. MAINTENANCE AND REPAIRS:

   2.1 Licensee shall maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee’s particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3. TRACK CHANGES:

   3.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor’s rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.
3.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee’s cost.

4. **INSURANCE:**

4.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policies of:

(i) Statutory Worker’s Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), subject to current County deductibles as to Licensee only.

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days’ notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

(iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

(vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensor may request a copy of the insurance certificate.

4.2 If Licensee’s Contractor’s existing CGL policy(ies) do(es) not automatically cover Licensee’s contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee’s Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses.

4.3 (A) In the event Licensee finds it necessary for its Contractor to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee’s Contractor performing such operations to
procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

4.5 Notwithstanding the provisions of Sections 4.1 and 4.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

5.  FLAGGING:

5.1 If Licensor deems it advisable, during any maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

6.  INDEMNITY:

6.1 Licensee further acknowledges and recognizes that Licensor's rail operations and any work performed at or near Licensor's property or railroad corridor involve increased risks. As such, Licensee shall assume responsibility for the Facilities and require its contractors to indemnify and hold Licensor harmless against any and all liability, claims or demands arising out of or related to the use, maintenance, repair, or existence of the Facilities at or near the Encroachment during the project construction and for twelve months thereafter.

7.  TERMINATION, REMOVAL:

7.1 This Agreement shall terminate and all of Licensee's rights hereunder shall cease upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; and/or (c) subsequent mutual consent. However, termination of this Agreement shall not affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination have not been satisfied; neither party, however, waiving any third party defenses or actions.
7.2 Within thirty (30) days after termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

8. NOTICE:

8.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 334-425-6941.

9. NEW/ADDITIONAL FACILITIES:

9.1 This Agreement is solely for the Facilities described herein. Licensor reserves the right to require Licensee to comply with Licensor's then current processes for any new or additional facilities to be constructed in, on, over, or across Licensor's property or rail corridor.

10. GOVERNING LAW:

10.1 This Agreement shall be governed under the laws of the state where the Encroachment is located.

11. TIME IS OF THE ESSENCE:

11.1 Time shall be deemed of the essence in the performance of the activities contemplated by this Agreement.

[signature page immediately follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:  


CSX TRANSPORTATION, INC.

By: ____________________________

Print/Type Name: ____________________________

Print/Type Title: ____________________________

Witness for Licensee:  


SHELBY COUNTY COMMISSION

By: ____________________________

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: ____________________________

Title: ____________________________

Tax ID: ____________________________
CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
3. THE OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR A DURATION OF 8 HOURS) UNTIL THE LEADING EDGE OF THE PIPE HAS REACH THE RECEIVING PIT.
4. THE AUGER AND CUTTER HEAD ARRANGEMENTS SHALL BE REMOVED FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
5. PIPELINE Shall BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
6. NO CONSTRUCTION OR ENTRY UPON THE CSX EDOMED IS PERMITTED UNTIL THE DOCUMENT TRANSITION IS COMPLETED. YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADERMASTER.
7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
10. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFSING BY CSX FLAGMAN OR DESIGNATED CSX REPRESENTATIVE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFSING MAY BE REQUIRED WHEN CONDITIONS OR WORK SITE ARE CHANGED.
11. AGENT OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSX OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSX'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSX'S PROPERTY OR RIGHT OF WAY.
12. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
13. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SIGNAL LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM MENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
14. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE W/ CSX RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSX, OSHA, THE FRA, AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
15. OWNER SHALL REIMBURSE CSX DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSX PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISON, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICES ARE TO BE ADJURED A FLAGGING (OR FOR SD) CSX SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
16. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL, OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE SUBMITTED TO THE CONSULTANT PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSX REPRESENTATIVE.
17. JAKING PIT IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NECESSARY. ERECT A PILOT AREA ABOVE THE FLOOR ZONE TO PLACE MATERIAL. PLACE NO FENCE AROUND PIT 1/2 BEYOND THE LEADING EDGE OF EXCAVATION. ALL EXCAVATION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED GRADE TO BASE OF EXCAVATION TO ENSURE PROPER LINE AND GRADE (6" MIN.).
18. ERECTION. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE BUILT AT 1:6 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED.
19. PROJECTS THAT GENERATE SOILS FROM CSX PROPERTY MUST ADHERE TO CSX'S SOIL MANAGEMENT POLICIES. CSX REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSX PROPERTY OR PROPERLY DISPOSED OF IN A CSX APPROVED DISPOSAL FACILITY. THE MANAGEMENT OF SOILS GENERATED FROM CSX PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSX PROPERTY.
20. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATIONS. CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT UTILITIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
21. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK WITH ALL SUBCONTRACTORS AND UTILITY OWNERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT, EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. ALL EXISTING UTILITIES ARE REQUIRED TO BE PROTECTED FROM DAMAGE TO THE MANNER OF CONSTRUCTION AND SHALL BE PROTECTED FROM DAMAGE TO THE PROPERTY IN ACCORDANCE WITH CSX SPECIFICATIONS.

EXCEPTIONS NOTED:
1. MINIMUM WALL THICKNESS FOR 18" UNCOATED AND UNPROTECTED CASING PIPE SHALL BE 0.312".
2. HDD CONSTRUCTION NOTES ARE NOT APPLICABLE FOR JACK & BORE INSTALLATION.
NOTES:

1. CONTRACTOR SHALL NOT PERFORM ANY WORK CLOSER THAN 3' TO THE NEAREST RAIL OF EXISTING TRACK.

2. CONTRACTOR SHALL NOT PERFORM ANY WORK UNTIL INSURANCE REQUIREMENTS BY CSX CORPORATION, INC. ARE MET.
### LEGEND

- **NOTICE:**
  - CSX Transportation ROW is not.
  - Proprietary water line crosses at an angle of 90°.
  - Total length of pipe on CSX ROW is 1 mile.

### PIPELINE CONTENT DETAILS

<table>
<thead>
<tr>
<th>Letter</th>
<th>Description</th>
<th>Commodity Description</th>
<th>Maximum Operating Pressure (psi)</th>
<th>Is Commodity Flammable</th>
<th>CASING PIPE DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Distance from centerline of track to CSX ROW</td>
<td>POTABLE WATER</td>
<td>125</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Distance from base-of-ditch to top-of-casing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Distance from base-of-ditch to top-of-casing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Total length of pipe on CSX ROW</td>
<td>DUCTILE IRON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Distance from centerline of track to center of pipe or 90° degree angle to the track(s)</td>
<td>Material Specifications &amp; Grade</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Distance from top-of-vent pipe to ground surface (R&quot; minimum required)</td>
<td>Nominal Size Outside Diameter (Inches)</td>
<td>11.10</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Distance from centerline of track to vent pipe at 90° degree angle to the track(s)</td>
<td>Wall Thickness (Inches)</td>
<td>0.05</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Theoretical Embankment Line: Starts 12&quot; from centerline of track and extends away from track at a slope of 1:1.5 over 1 foot</td>
<td>Type of Joint</td>
<td>REINFORCED</td>
<td>WELDED</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Carrier pipe diameter</td>
<td>Trench Liner Plans Required</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Carrier pipe diameter</td>
<td>Cathodic Protection</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Casing pipe diameter</td>
<td>Type:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Municipal Consultants, Inc.

- Location: Hwy 47, Chelsea, AL 35043
- Latitude: N 34° 20' 28" 010
- Longitude: W 86° 37' 30" 970
- Drawing No.: 2
- Drawing Date: 09/27/19
- Drawing Scale: 1/1 Inch = 30 Feet

### Notes:

- Refer to CSX Interim Guidelines and Engineering Specifications in the Application Package for additional information and guidance.
- Locate CSX's Facility Cabling and/or Warning Devices at the Proposed Facility Crossing Location, i.e., Cables, Flashed Gatters, and Snow Clearances.
- Casing pipe ends must be sealed.
- If applicable, HPSD DR 11 or BEER must be used.
- Your drawing must show all sets of tracks present at the proposed utility crossing location.
- CSX's Plan Template and Raceway Mitigation Plans to be submitted to CSX for review and approval prior to construction.
Customer

Shelby County Water Services
200 West College Street, Room 145
Columbiana, AL 35051

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars $ 8300.00

Fees Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Review Fee</td>
<td>1,950.00</td>
</tr>
<tr>
<td>Railroad Protective Liability</td>
<td>1,250.00</td>
</tr>
<tr>
<td>License Fee</td>
<td>5,100.00</td>
</tr>
<tr>
<td>Sales Tax*</td>
<td></td>
</tr>
<tr>
<td>Money on File</td>
<td></td>
</tr>
</tbody>
</table>

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars $ 8,300.00

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:
Eric_Horton@csx.com
904.279.3806
### Certificate of Liability Insurance

**Producer:**
RUX CARTER INSURANCE AGENCY, INC
107 North Main Street
P.O. Box 885
Columbiana, AL 35051

**Insured:**
Shelby County
200 West College Street
Room 140
Columbiana, AL 35051

**Certification Number:** CL2071710996

**Date:** 12/09/2020

**Coverages**

<table>
<thead>
<tr>
<th>INSURER DISCLOSURE LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISIS (EA occurrence)</td>
</tr>
<tr>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td>PRODUCTS - COMPOP AGG</td>
</tr>
<tr>
<td>COMBINED SINGLE LIMIT</td>
</tr>
<tr>
<td>BODY INJURY (Per person)</td>
</tr>
<tr>
<td>BODY INJURY (Per accident)</td>
</tr>
<tr>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>AGGREGATE</td>
</tr>
<tr>
<td>PER STATUTE</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
<tr>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

**Limitations:**

- Each occurrence: $1,000,000
- Damage to rented premises (EA occurrence): $100,000
- MED EXP (Any one person): Excluded
- Personal & Adv Injury: $1,000,000
- General Aggregate: $2,000,000
- Products - Compop Agg: $2,000,000
- Combined single limit: $1,000,000
- Body injury (Per person): $1,000,000
- Body injury (Per accident): $1,000,000
- Property damage (Per accident): $1,000,000
- Each occurrence: $5,000,000
- Aggregate: $5,000,000
- Per statute: $1,000,000
- Other: $1,000,000

**Description of Operations / Locations / Vehicles:**

CSX Transportation, Inc. is additional insured with regard to General Liability per written contract.

**Certificate Holder:**

CSX Transportation, Inc.
500 Water Street, J160
Jacksonville, FL 32202

**Authorized Representative:**

George Sutter,

**Cancellation Notice:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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