



SHELBY COUNTY COMMISSION
January 12, 2026
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 12, 2026. The meeting was called to order by Commissioner Parker. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

PRESENT

Commission Lindsey Allison
Commissioner Elwyn Bearden
Commissioner Robbie Hayes
Commissioner Jon Parker
Commissioner Rick Shepherd
Commissioner Ward Williams

ABSENT

Commissioner Tommy Edwards
Commissioner Kevin Morris
Commissioner Josh Sisk

APPROVAL OF MINUTES OF DECEMBER 22, 2025
RESOLUTION 2026-01-12-01

MOTION: Commissioner Shepherd- Motion to approve the Minutes from December 22, 2025 as presented

SECOND: Commissioner Williams

VOTE ON MOTION: 6 Yeas – Commissioner Allison, Commissioner Bearden, Commissioner Hayes,
Commissioner Parker, Commissioner Shepherd, Commissioner Williams;

MOTION CARRIED

APPROVAL OF BILLS, REQUISITIONS, AND CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS RESOLUTION
RESOLUTION 2026-01-12-02

MOTION: Commissioner Hayes– Motion to approve the Bills, Requisitions and Check Register for Government and Proprietary Funds
SECOND: Commissioner Shepherd
VOTE ON MOTION: Unanimous **MOTION CARRIED**

**CDBG PUBLIC HEARING - OPEN
RESOLUTION 2026-01-12-03A**

MOTION: Commissioner Shepherd – Motion to approve Resolution 2026-01-12-03A as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2026-01-12-03A

BE IT RESOLVED, the Shelby County Commission hereby opens the Public Hearing for the Community Development Block Grant and open the floor to comments from those who signed in to speak.

**CDBG PUBLIC HEARING- CLOSE
RESOLUTION 2026-01-12-03B**

MOTION: Commissioner Hayes – Motion to approve Resolution 2026-01-12-03B as presented
SECOND: Commissioner Shepherd
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2026-01-12-03B

BE IT RESOLVED, the Shelby County Commission hereby closes the Public Hearing for the Community Development Block Grant. No public comments signed in to speak.

**CITIZEN PARTICIPATION PLAN 2025
RESOLUTION 2026-01-12-04**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-04 as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous **MOTION CARRIED**

**SHELBY COUNTY COMMISSION
RESOLUTION 2026-01-12-04**

**SHELBY COUNTY CITIZEN PARTICIPATION PLAN
COMMUNITY BLOCK GRANT PROGRAM**

WHEREAS, Shelby County has been designated as an Urban County and entitled to receive federal funds through the Community Development Block Grant (CDBG) Program directly from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Shelby County Commission is required to maintain a Citizen Participation Plan (CPP) that provides operational protocols for the Shelby County CDBG Program to ensure compliance with applicable CDBG requirements; and

WHEREAS, the approved CPP, adopted November 27, 2023, was developed to comply with the regulations and requirements of the CDBG Program as administered by HUD; and

WHEREAS, Shelby County may, from time to time, modify the provisions through amendment to the CPP; and

WHEREAS, Shelby County may periodically review and discuss the effectiveness of the CPP in promoting citizen participation in the community development process and in helping to meet community development needs and goals identified by the residents of the county; and

WHEREAS, on January 12, 2026, the Shelby County Commission held a public hearing on the amendment to the 2023 Citizen Participation Plan following a 15-day public notice and subsequent 30-day public comment period, which was held from December 4, 2025, through January 6, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the Shelby County Commission hereby approves the Shelby County Citizen Participation Plan for the Community Development Block Grant Program as presented and retains the right to amend said plan as deemed necessary to comply with HUD requirements.

**BID AWARD
SHELBY COUNTY JAIL ROOF REPLACEMENT PROJECT
RESOLUTION 2026-01-12-05**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-05 as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-05

WHEREAS, the Shelby County Commission requested bids for the Shelby County Jail Roof Replacement Project and received bids as follows:

Company	Bid Amount
Advanced Roofing Solutions, LLC	\$636,000.00
B & B Roofing, Inc.	\$818,000.00
Central Alabama Metal & Roofing Co., Inc.	\$702,333.00
Garner & Associates Roofing & Facility Services, LLC	\$840,800.00

E. Cornell Malone Corporation	\$996,104.00
Mid America Roofing, Inc.	\$815,948.00
Mid-Western Commercial Roofers, Inc.	\$777,720.00
Old South Construction Co.	\$682,700.00
Page Properties & Construction, LLC dba Bama Roofing	\$858,853.00
Roofing Solutions, LLC	\$987,000.00
Standard Roofing of Montgomery, Inc.	\$795,000.00

BE IT RESOLVED, the Shelby County Commission awards the bid for the Shelby County Jail Roof Replacement Project to the lowest responsible and responsive bidder, Advanced Roofing Solutions, LLC in the amount of \$636,000.00.

Said eBid #2025-11-11620 is located within the office of the Chief Financial Officer.

**BID AWARD
HEAVY EQUIPMENT AC MAINTENANCE & REPAIR
RESOLUTION 2026-01-12-06**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-06 as presented

SECOND: Commissioner Hayes

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-06

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Heavy Equipment AC Maintenance and Repair to the lowest responsive bidder, Mobile Equipment Air Conditioning, LLC as follows:

	Truckworx Calera, LLC	Mobile Equipment Air Conditioning, LLC
Technician’s Hourly Rate	\$155.00	\$110.00
Parts Markup	20%	35%

Said eBid # 2025-12-11623 is located within the office of the Chief Financial Officer.

**BOARD APPOINTMENT FOR BOARD OF EQUALIZATION
RESOLUTION 2026-01-12-07**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-07 as presented

SECOND: Commissioner Bearden

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-07

BE IT RESOLVED, that the Shelby County Commission hereby appoints Tom Seale to the Shelby County Board of Equalization as the Shelby County Commission’s appointment to replace Johnny Jones.

VOTING LOCATION PRECINCT 11 – DOUBLE OAK COMMUNITY CHURCH

RESOLUTION 2026-01-12-08

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-08 as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-08

WHEREAS, the Shelby County Commission (“Commission”) is the governing body of Shelby County and, as such, has the authority to establish and change the Voting Center and Polling Locations within the County; and,

WHEREAS the Commission has determined that it is in the best public interest to make changes in the Precinct 11, allowing for convenience and an accommodating setting for voting; and,

WHEREAS, Shoal Creek Town Hall (Precinct 11) is a gated community and a private club, and a more accessible voting location has been secured. Voters will no longer vote at: Shoal Creek Town Hall (Precinct 11).

NOW THEREFORE, BE IT RESOLVED BY THE SHELBY COUNTY COMMISSION AS FOLLOWS:

1. Registered voters in the following Precinct have a new voting location beginning with the next regular election on May 19, 2026 for the Primary Election and for all future Primary, Run-off, General and Special Elections in said Precinct for Federal, State, and County elections, unless the precinct decides it can no longer hold elections at said location(s):

Precinct 11 – Double Oak Community Church, 115 Olmsted Street, Birmingham, AL 35242.

In the event of a special election before May 19, 2026, the change would need to be in effect immediately due to emergency circumstances.

2. That any Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

CERTIFICATE

I, the undersigned, Office Administrator- Commission, Shelby County, Alabama, keeper and Custodian of the official records and Minutes of the Shelby County Commission, the governing body of said county, do hereby certify this page, inclusive, is a true, exact, correct and complete copy of Resolution No. _____ theretofore adopted at a Regular Meeting of the Shelby County Commission held on _____ as the same appears in the official records and minutes of the said County Commission; I do hereby further certify that said Resolution has not been withdrawn, amended, modified or changed in any way since its adoption as aforesaid and that it remains valid and in full force and effect.

Witness my signature, in the capacity noted, under the Seal of said Shelby County Commission, this ____ day of _____, 2026.

Office Administrator - Commission

{SEAL}

Chairman, Shelby County Commission

**A25-004 SHELBY SHORES STORAGE AND MARINE ABC LICENSE
RESOLUTION 2026-01-12-09**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-09 as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-09

CASE NO. A25-004, Shelby Shores Storage and Marine

New – 050 – Retail Beer (Off Premises Only)

New – 070 – Retail Table Wine (Off Premises Only)

WHEREAS, Mr. David Weir Wood III, Wood Farms LLC, has submitted documentation in support of a new application request for a 050 – Retail Beer (Off Premises Only) ABC license and a 070 – Retail Table Wine (Off Premises Only) ABC license for Shelby Shores Storage and Marine located at 16229 Highway 42, Shelby, AL 35143; and,

WHEREAS, Shelby Shores Storage and Marine is unzoned and is not subject to the requirements of the *Zoning Regulations of Shelby County*; and,

NOW, THEREFORE, BE IT RESOLVED that Case No. A25-004, an application by Mr. David Weir Wood III, Wood Farms LLC, for a new 050 – Retail Beer (Off Premises Only) ABC license and a new 070 – Retail Table Wine (Off Premises Only) ABC license for Shelby Shores Storage and Marine to permit the retail sale of alcohol for off-premises consumption only at a convenience store and boat/home storage is hereby APPROVED.

**ALABASTER BOULEVARD EXTENSION PROJECT
RESOLUTION 2026-01-12-10**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-10 as presented

SECOND: Commissioner Bearden

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-10

WHEREAS, the City of Alabaster has designated funds to construct the Alabaster Boulevard Extension Project to support the safety and welfare of Shelby County residents through alleviating congestion and enhancing police and fire response times; and,

WHEREAS, the Shelby County Commission has determined, in the interest of public safety and welfare, that the said portions of Alabaster Boulevard need to be widened, extended, and improved to allow for the safety and welfare of the traveling public using said public roadways; and,

WHEREAS, portions of the required right-of-way for the expansion and extension are within the unincorporated portions of Shelby County; and,

WHEREAS, the Shelby County Commission has determined that it is necessary that Shelby County procure, by purchase or eminent domain, an easement and right-of-way in real estate over and across the hereinafter described properties situated in Shelby County for the expansion of the affected portions of Alabaster Boulevard which are situated in Shelby County; and

WHEREAS, the City of Alabaster has budgeted funds to cover the entirety of the project, including reimbursing the county for any and all incurred expenses associated with right-of-way acquisition.

NOW THEREFORE, BE IT RESOLVED BY THE SHELBY COUNTY COMMISSION AS FOLLOWS:

1. That the County Engineer and the County Attorney are hereby authorized and directed to procure for Shelby County, a political subdivision of the State of Alabama, by purchase or if by them deemed necessary, by eminent domain, an easement and right-of-way for public highway purposes over and across the hereinafter described real estate, which is hereby deemed by the Shelby County Commission to be necessary for the construction, improvement, and maintenance of Alabaster Boulevard; and if negotiations for the purchase thereof are unsuccessful, to file necessary eminent domain and condemnation actions in the name of Shelby County in order to procure the same, including, but not being limited to, those parcels of real property described collectively on Exhibit “A” attached hereto, which said Exhibit “A” is adopted by reference and made part and parcel hereof as fully as if set out herein.
2. That the County Engineer and the County Attorney are hereby authorized and directed to take such action and do such things as are deemed by them to be necessary in order to acquire said properties and such real estate, or interest therein, first by negotiation, and if negotiations are unsuccessful, by legal actions. The County Engineer and the County Attorney are further authorized and directed to do such other things as are by them deemed necessary or advisable in order to carry out and effectuate the terms and conditions hereof and to acquire said property

and such easements and interest therein as they deem to be necessary and advisable as recommended by engineers working for Shelby County in connection therewith.

CERTIFICATE

I, Stefanie Knight, Office Administrator to the County Manager of the County Commission of Shelby County, Alabama, do hereby certify that the above and foregoing Resolution was duly adopted by the Shelby County Commission, at its regular meeting on _____, 2026, and that such Resolution has not been repealed, modified, or altered in any way since its passage.

Given under my hand and official seal this the ____ day of _____, 2026.

Stefanie Knight, Office Administrator
to the County Manager

**ALDOT HWY 280 UTILITY AND FEDERAL MAINTENANCE FUNDING AGREEMENT
RESOLUTION 2026-01-12-11**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-11 as presented

SECOND: Commissioner Hayes

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-11

BE IT RESOLVED, by the Shelby County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing, patching, guardrail end anchor, guardrail replacement, and guardrail reset on SR-38 (US-280) from Old Highway 280 to CR-55 in Westover including intersection improvements at CR-39 and CR-51; Project# STPBH-0038(555); CPMS Ref# 100081290; Project# NH-HSIP-FMGR-STPBH-0038(555); CPMS Ref# 100078837.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be 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 on file by the County.

I, the undersigned qualified and acting Clerk of Shelby County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the -----day of _____, 20 __, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

____ day of _____, 2026, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this ____ day of _____, 2026.

County Clerk

**ANNUAL REPORT FOR FY2025 REBUILD ALABAMA
RESOLUTION 2026-01-12-12**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-12 as presented

SECOND: Commissioner Shepherd

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-12

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 2025. 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.

**ACQUIRE THE ROW ON THE CR-339 REALIGNMENT PROJECT
RESOLUTION 2026-01-12-13**

MOTION: Commissioner Allison – Motion to approve Resolution 2026-01-12-13 as presented

SECOND: Commissioner Hayes

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2026-01-12-13

WHEREAS, the Shelby County Commission (hereinafter "Commission") has heretofore determined that the existing easements, rights-of-ways, and highways within Shelby County, Alabama located at the intersection of County Road No. 26 and County Road No. 339 are insufficient to provide for and allow the safe and convenient passage to the public and to the citizens of Shelby County and to others using the public highways within the county limits, and

WHEREAS, the acquisition of a permanent and perpetual easement or fee simple title of the hereinafter described property is needed in order to provide for the realignment of County Road No. 339 and widening of County Road No. 26, and to provide adequate and safe public use of the existing public highway and highway system in Shelby County. Said project is located to the south east of the city limits of Alabaster in unincorporated Shelby County, Alabama, and

WHEREAS, the Commission has and does hereby determine that it is in the best interest of the public health, safety, and welfare that the real property hereinafter described on Exhibit "A" be obtained by Shelby County, by either a permanent and perpetual easement or by fee simple title, for public use as aforesaid from the owner or owners thereof by purchase or by the exercise of eminent domain:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF SHELBY COUNTY, ALABAMA AS FOLLOWS:

1. That Shelby County, Alabama shall obtain by purchase or by the exercise of eminent domain, title, permanent and perpetual easements, and temporary construction easements to, over, across, and on the real estate hereinafter described collectively on Exhibit "A" attached hereto, which said Exhibit "A" is adopted by reference and made a part and parcel hereof as fully as if set out herein.
2. That the County Engineer and the County Attorney are authorized and directed to take such action and do such things as are reasonably necessary in order to acquire said properties and such

real estate or interest therein deemed necessary, first by negotiation, and if negotiations are unsuccessful, by such legal actions as are necessary, and to do such other things as are deemed necessary or advisable in order to carry out and effectuate the terms and conditions hereof and to acquire such property and interest therein as they deem to be necessary and advisable and as recommended by engineers working for the County in connection therewith.

MOTION TO ADJOURN

RESOLUTION 2026-01-12-14

MOTION: Commissioner Hayes – There being no further business to come before the commission, move to adjourn this 12th day of January, 2026 at 9:18 A.M.

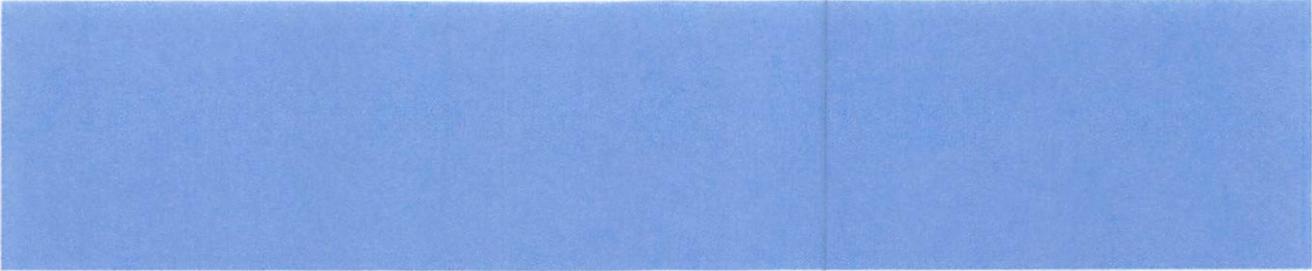
SECOND: Commissioner Bearden

VOTE ON MOTION: Unanimous

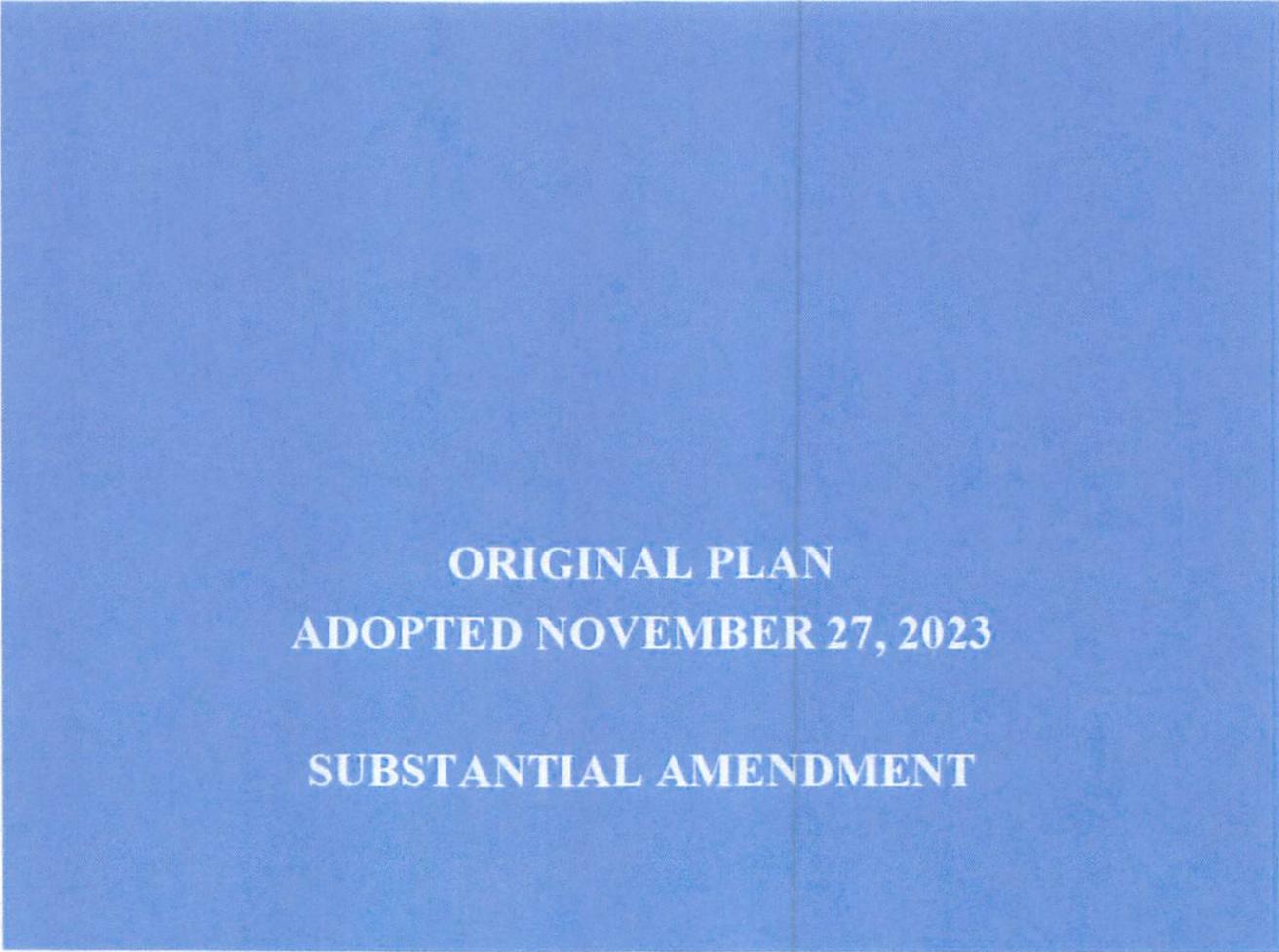
MOTION CARRIED

READ & APPROVED:

**COMMISSIONER LINDSEY ALLISON
COMMISSIONER ELWYN BEARDEN
COMMISSIONER TOMMY EDWARDS
COMMISSIONER ROBBIE HAYES
COMMISSIONER KEVIN MORRIS
COMMISSIONER JON PARKER
COMMISSIONER RICK SHEPHERD
COMMISSIONER JOSH SISK
COMMISSIONER WARD WILLIAMS**



**SHELBY COUNTY
CITIZEN PARTICIPATION PLAN
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**



**ORIGINAL PLAN
ADOPTED NOVEMBER 27, 2023**

SUBSTANTIAL AMENDMENT

**SHELBY COUNTY CITIZEN PARTICIPATION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

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Section 1 Overview

In September 2023, Shelby County was designated as an Urban County by the United States Department of Housing & Urban Development (HUD). With that designation, Shelby County has qualified as an entitlement jurisdiction for Fiscal Years 2024-2026 and eligible to receive Community Development Block Grant (CDBG) funding. The Urban County Program Year runs from October 1 through September 30 and will be managed by the Shelby County Department of Development Services.

Shelby County executed cooperation agreements with thirteen (13) municipalities to create the Shelby Urban County. These municipalities are Alabaster, Calera, Chelsea, Columbiana, Harpersville, Helena, Indian Springs Village, Montevallo, Pelham, Vincent, Westover, Wilsonville, and Wilton. The geographic area of the Shelby Urban County covers the unincorporated areas of Shelby County and the full corporate boundaries of these municipalities. As a result, the geographic area of the Shelby Urban County includes portions of Chilton County (Calera), Jefferson County (Helena), St. Clair County (Vincent), and Talladega County (Vincent). A Policy Board comprised of fourteen (14) representatives (County and each municipality) has been created to guide the development of the planning process and recommend actions to the Shelby County Commission. Final responsibility and authority lie with the Shelby County Commission.

HUD requires its CDBG Program entitlement grantees to create and maintain Five-Year Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPER) that have specific citizen participation requirements.

In accordance with the Code of Federal Regulations (CFR) Title 24-Subtitle A-Part 91-Subpart B-Section 91.105, as amended, local governments are required to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation.

The Policy Board adopts an Application Handbook annually following review of the prior program year to maintain or change application requirements to better the application process for all. Every program year, the Policy Board evaluates and adopts criteria factors as part of the evaluation and scoring process. Applications are submitted online. County staff reviews the applications for correctness and calculates the scoring of each application. The Policy Board sets a minimum score required to present one's application to the Policy Board prior to project(s) selection. The Policy Board recommends project(s) as part of the Annual Action Plan to the County Commission. A Public Hearing will be held, followed by a public comment period. The County Commission will consider adoption of the Annual Action Plan following the public comment period.

Section 2 Citizen Participation

The primary goal of this Citizen Participation Plan (CPP) is to provide an opportunity for all citizens of the community to participate in the planning, implementation, and

assessment of this CDBG program. The CPP sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis is placed on encouraging participation by persons of low and moderate incomes, residents of predominantly low- and moderate-income neighborhoods, and residents of public and assisted housing developments.

All citizens of Shelby County, are encouraged to participate in all phases of the CDBG program and will be provided full access to program information. Local and regional institutions, Continuums of Care, businesses, developers, nonprofit organizations, philanthropic organizations, community-based organizations, and faith-based organizations are also encouraged to participate. Citizen participation outreach shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and / or program staff; and, monitoring the citizen participation process and proposing amendments to the CPP as may be necessary.

The Shelby County Department of Development Services will serve as staff for all matters concerning citizen participation activities for the Shelby Urban County Program. They shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those that may be specifically delegated to other parties by this plan. All questions concerning citizen participation in the community development process should be addressed to the Shelby County Department of Development Services during regular business hours at 205-620-6650 (8:00 AM to 4:30 PM Monday-Friday) or cdbg@shelbyal.com. If there are changes because of executive orders, legislative authority, or HUD causes changes in rules, regulations, and guidelines which impact the CDBG Program, said changes will supersede any and all of the provisions herein.

The Shelby County Commission may, from time to time, modify the provisions outlined herein through amendment. It is the policy to periodically review and discuss the effectiveness of this CPP in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the county. Potential amendments to the CPP will be reviewed annually and amendments will be made as necessary. See Section 10 for descriptions of potential amendments.

Section 3 Public Hearings

At least two public hearings shall be held each year. One of which must be held as part of the Consolidated Plan and / or Annual Action Plan, and a second public hearing shall be held to provide information related to the CAPER, which details the County's performance towards meeting annual goals and objectives for the CDBG program as described in Section 9. Public hearings will also be held for the approval of amendments

to the Citizen Participation Plan, and any Substantial Amendment to the Consolidated Plan or Annual Action Plan as described in Section 10. Public hearings are typically held in Room 104 of the County Administration Building located at 200 West College Street in Columbiana. Public hearing notices will confirm the location of the public hearing.

Section 4 Public Hearing Notices

Public hearing notices will be posted at least fourteen (14) days prior to a public hearing in a newspaper of general circulation, on the County website (shelbyal.com), and at the County buildings noted in Section 7. The notices shall include a summary of the contents and purpose of the documents and where the documents may be examined. In addition, these notices will be sent to Policy Board members to post within their communities.

During Federally or State declared emergency situations such as pandemics or natural disasters, the requirement to publish the notice and summary in a newspaper of general circulation described herein may be suspended. The Shelby County Commission shall at a minimum publish public notices on its website (shelbyal.com) and at the County buildings noted in Section 7. Furthermore, a shorter time period for notification may be allowable by HUD waivers. The timelines adopted will be established by HUD during that time.

To further encourage the participation of persons of low- and moderate-income, public notices will also be sent to Public Housing Authorities (PHAs) and the Hispanic and Immigrant Center of Alabama (HICA), that serves Latinos and immigrants within Shelby County. A list of interested parties will be maintained for those wishing to be notified of public hearings and public meetings.

Section 5 Policy Board & Other Public Meetings

The Shelby Urban County Policy Board meets throughout each program year to select projects and create a draft Annual Action Plan to recommend to the Shelby County Commission for adoption. Each program year the Policy Board adopts the Application Handbook which includes the application process and the steps required to apply for CDBG funding. The Policy Board develops and adopts project application guidelines and establishes a competitive scoring and ranking process for project applications, as needed. Every four years as part of the Consolidated Plan process, the Policy Board formulates strategies and establishes goals, objectives, and priorities to address the needs as determined from the needs assessment process. The meetings are open to the public and will follow the Citizen Participation Plan. Policy Board meetings are typically held in Room 104 of the County Administration Building located at 200 West College Street in Columbiana, unless otherwise noted in the Policy Board meeting notice.

During development of Consolidated Plans, special public meetings will occur throughout the county with the intent to gather information from the low- and moderate-income person and special needs communities. These community meetings will be used to solicit assessment of needs and explain the CDBG program intimately with the public in a less

formal setting. Such meetings allow for survey completion, round table type group discussions, and longer time periods with an open house setting.

Section 6 Public Meeting Notices

A public notice will be posted at least fourteen (14) days prior to a public hearing or public meeting on the County website (shelbyal.com), and at the County buildings noted below in Section 7. This will also serve as the required reasonable notice for the public comment period. In addition, these notices will be sent to Policy Board members to post within their communities.

Section 7 Public Notice Locations

Shelby County Administration Building	200 West College Street Columbiana, AL 35051	Public Notice Cabinet Lobby
Shelby County Courthouse	112 Main Street Columbiana, AL 35051	Public Notice Cabinet 1st Floor
County Services Building (Pelham)	1123 County Services Drive Pelham, AL 35124	Public Notice Cabinet 2nd Floor
County Services Building (Pelham)	1018 County Services Drive Pelham, AL 35124	Digital Screen License Office
County Services Building (US 280)	19220 Hwy 280 Birmingham, AL 35242	Digital Screen License Office
County Services Building (Columbiana)	104 Depot Street, Columbiana, AL 35051	Digital Screen License Office

Section 8 Public Comment Period

The public may comment on any proposed document by attending a public hearing or submitting written comments within the public comment period. Public comment periods begin the day after the public hearing and end after the minimal HUD required number of days for each document according to the following chart.

DOCUMENT	PUBLIC COMMENT PERIOD
Citizen Participation Plan	15 Days
Consolidated Plan	30 Days
Annual Action Plan	30 Days
CAPER	15 Days
Substantial Amendment to a Plan	30 Days

Note: Comment periods exclude County observed holidays.

The Shelby County Commission will consider all comments received at the public hearing and during the public comment period in preparing the Consolidated Plan, an Annual Action Plan, the CPP, the CAPER, and any Substantial Amendments. The Shelby County Commission will include these comments and its responses to such comments in the final plans and reports. A summary of these comments, and any comments not accepted with the reasons why, shall be attached to the final plans.

Copies of the proposed documents will be made available to the public to view or download either online via the County website (shelbyal.com) or in person at the Shelby County Department of Development Services. Reasonable accommodations will be made for non-English speaking persons and people with disabilities.

Written comments may be submitted by mail or email to:

**Community Development Programs Specialist
Shelby County Department of Development Services
1123 County Services Drive
Pelham, AL 35124
cdbg@shelbyal.com**

Section 9 Consolidated Annual Performance & Evaluation Report

Within ninety (90) days of the close of the program year, the Shelby County Commission is required to submit a Consolidated Annual Performance & Evaluation Report (CAPER) to HUD. The CAPER describes how funds were used, outlines the program year accomplishments, and shows the extent to which funds were used for activities that benefited low- and moderate-income people.

Section 10 Substantial Amendments

A Substantial Amendment is any deviation from a Consolidated / Annual Action Plan resulting in a significant change regarding the specific goals, objectives, outputs, and outcomes as referenced in either plan. Any Substantial Amendment to any portion of a Consolidated / Annual Action Plan will follow HUD's prescribed notice and comment period requirements. Prior to the submission of any substantial change in the proposed use of funds, citizens will have reasonable notice of, and the opportunity to comment on, the proposed amendment using participation methods outlined herein.

The following requires a Substantial Amendment to the Consolidated Plan:

- a. A change to the Priority Needs identified in the plan;
- b. A change to the Goals and Objectives identified in the plan;
- c. A change to the Target Geographies or Areas identified in the plan;
- d. New entitlement grants like HOME or ESG are awarded to Shelby County.

The following requires a Substantial Amendment to an Annual Action Plan:

- a. A change to the Annual Goals and Objectives identified in an Action Plan;
- b. A change to the Target Geographies or Areas identified in an Action Plan;
- c. A project previously described in an Action Plan is canceled;
- d. Creation of a new project not previously described in an Action Plan;
- e. HUD funding allocated to an existing project is adjusted by twenty (20) percent or more of the initial funding amount;

- f. **Revision to an existing project which changes the purpose, scope, location, or beneficiaries of the program.**

All other changes, not requiring citizen participation, will be considered minor amendments and will be administratively prepared by Shelby County. Such minor amendments include:

- a. **Budget revisions that do not significantly impact project beneficiaries or scope;**
- b. **Changes in project timelines or delivery methods that do not affect purpose, scope, or beneficiaries;**
- c. **HUD annual funding amount adjustments.**

Section 11 Non-English Speaking and Handicapped Residents

The Shelby County Commission will follow its adopted Language Access Plan for Limited English Proficiency (LEP) persons. A Four-Factor Analysis was conducted which identified Spanish as a language where assistance is to be provided on an as-needed basis. Shelby County met the thousand (1,000) person threshold for the Spanish language group and will ensure meaningful access to the CDBG program. The Shelby County Commission will provide oral language services using bilingual staff, local volunteers, and organizations at public hearings and meetings, if needed. Public notices will include a written statement in Spanish indicating that translation services will be provided upon request. The Shelby County website uses Google Translate that translates site content into multiple languages.

The Shelby County website has links to download supportive assistive technology such as JAWS, NVDA, and Voice Over to access vital documents and outreach materials for those residents who are blind or vision impaired. With reasonable advanced notice to the Community Development Programs Specialist, a translator and / or a sign language interpreter will be provided at public hearings and meetings. All public hearings and meetings will be held in buildings that are accessible to people with disabilities. Hearing impaired devices and a one-way communication iPad are available if reasonable advanced notice is given as such devices require proper setup.

Section 12 Consultations

Under 24 CFR.91.100 (a) (1) as part of the Consolidated Plan process, County staff shall consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV / AIDS and their families, and homeless persons. County staff shall also consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws when preparing the Consolidated Plan. The consultation process will include consultation with regional government agencies and local municipalities. This includes local government agencies with metropolitan-wide planning and transportation

responsibilities, partially for problems and solutions that go beyond the County's jurisdiction.

Under 24 CFR.91.100 (c) (1) as part of the Consolidated Plan development process, County staff shall also consult with PHAs operating within the jurisdiction. This consultation will continue to consider public housing needs, planned programs and activities under the Consolidated Plan as well as strategies for affirmatively furthering fair housing specifically to address any fair housing issues in the public housing and Housing Choice Voucher programs. The consultation process requires County staff to document the needs of public housing.

Section 13 Technical Assistance

County staff, upon request, shall provide technical assistance to organizations and / or groups to develop an application. Such technical assistance may include an explanation of program rules and regulations; requirements for implementing and managing projects; project eligibility and national objectives requirements; Consolidated Plan goals and objectives; and the evaluation process to score projects used by the Policy Board to recommend projects to the County Commission. Technical assistance does not include the preparation of grant applications for organizations or groups. All questions related to technical assistance should be addressed to the Community Development Programs Specialist at 205-620-6650 during regular business hours (8:00 AM to 4:30 PM Monday-Friday) or cdbg@shelbyal.com.

Section 14 Access to Information and Records

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. County staff shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low- and moderate-incomes and those residing in blighted neighborhoods and / or CDBG project areas. The Shelby County Commission will provide, on its website (shelbyal.com), information including the amount of assistance it expects to receive annually (dependent on notification by HUD) and the range of eligible activities that may be undertaken as well as the range of ineligible activities that may not be undertaken.

County staff will utilize HUD provided data sets and mapping tools. County staff will reference these data sets in plans and reports as well as provide a link to such data sources within the draft documents. Citizens and community stakeholders will have the opportunity to review the data utilized to establish priority needs, goals and objectives.

To facilitate citizen access to CDBG program information, all documents related to the CDBG program will be kept at the Shelby County Department of Development Services in the County Services Building, located at 1123 County Services Drive in Pelham. Information from the project files shall be made available for examination and duplication, on request, during regular business hours (8:00 AM to 4:30 PM Monday-Friday). CDBG program information and materials, concerning specific CDBG projects

will be available and distributed to the public at regularly scheduled public hearings as outlined in this plan.

Materials to be made available shall include, but are not necessarily limited to: records of public hearing; mailings and promotional materials; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; written comments or complaints received concerning the community development program, and written responses from the county; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

Adopted Consolidated Plans, Annual Action Plans, CAPERS, CPP, and Substantial Amendments may be found on the County website (shelbyal.com). A hard copy of each of these documents will be available for review at the Shelby County Department of Development Services in the County Services Building located at 1123 County Services Drive in Pelham. Records of the CDBG program including plans and reports shall be available for the preceding five (5) years of its creation or adoption.

In no case shall County staff disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, County staff shall not disclose any information which may, in the opinion of the Shelby County Commission, be deemed of a confidential nature.

Section 15 Comments and Complaints

The scheduled public comment periods and public hearings per specific plans and reports are required to occur by law to facilitate public participation; however, citizens are encouraged to submit their views and proposals on all aspects of a community development program, not only during public comment periods or at public hearings, but year-round. Citizens may, at any time, submit written comments or complaints to the Shelby County Commission.

Written comments or complaints may be submitted by mail or email to:

**Community Development Programs Specialist
Shelby County Department of Development Services
1123 County Services Drive
Pelham, AL 35124
cdbg@shelbyal.com**

Responses will be either mailed or emailed within fifteen (15) business days of its receipt.

While citizens may contact HUD directly to register comments, objections, or complaints concerning Shelby County's CDBG program, they are encouraged, to attempt to resolve any complaints at the local level as outlined above prior to contacting HUD. If the

complainant feels that the County has not sufficiently resolved a complaint, a written complaint may be submitted by mail or email to the HUD Regional Office at:

**Karen A. Morris, HDFP | Director
Office of Community Planning and Development
U.S. Department of Housing and Urban Development
The Plaza | 417 20th Street North Suite 700 | Birmingham, AL 35203
Karen.A.Morris@hud.gov**

Records of all comments and complaints concerning the CDBG program and subsequent action taken in response to such shall be maintained at the Shelby County Department of Development Services and made available for public inspection upon request.

Section 16 Anti-Displacement

The Shelby County Commission does not anticipate funding any activities that will displace any residents or businesses. If displacement does occur, the residents or businesses displaced would be entitled to compensation and / or assistance under applicable Federal laws. Should the need for displacement ever arise, the Shelby County Commission will officially notify the residents or businesses expected to be displaced as soon as practicable following approval of the activity. The notice will include a description of the proposed action, a discussion of how the resident or business owner might be affected, and information concerning their rights and benefits.

RESOLUTION 2026-01-12-_____

WHEREAS, the Shelby County Commission requested bids for the Shelby County Jail Roof Replacement Project and received bids as follows:

Company	Bid Amount
Advanced Roofing Solutions, LLC	\$636,000.00
B & B Roofing, Inc.	\$818,000.00
Central Alabama Metal & Roofing Co., Inc.	\$702,333.00
Garner & Associates Roofing & Facility Services, LLC	\$840,800.00
E. Cornell Malone Corporation	\$996,104.00
Mid America Roofing, Inc.	\$815,948.00
Mid-Western Commercial Roofers, Inc.	\$777,720.00
Old South Construction Co.	\$682,700.00
Page Properties & Construction, LLC dba Bama Roofing	\$858,853.00
Roofing Solutions, LLC	\$987,000.00
Standard Roofing of Montgomery, Inc.	\$795,000.00

WHEREAS, consistent with Ala. Code § 39-5-1, the Shelby County Commission hereby certifies that bid awarded and contract to be entered into pursuant to this Resolution was let in compliance with Title 39 of the Code of Alabama and all other applicable provisions of the law.

BE IT RESOLVED, the Shelby County Commission awards the bid for the Shelby County Jail Roof Replacement Project to the lowest responsible and responsive bidder, Advanced Roofing Solutions, LLC in the amount of \$636,000.00.

Said eBid #2025-11-11620 is located within the office of the Chief Financial Officer.

RESOLUTION 2026-01-12-_____

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Heavy Equipment AC Maintenance and Repair to the lowest responsive bidder, Mobile Equipment Air Conditioning, LLC as follows:

	Truckworx Calera, LLC	Mobile Equipment Air Conditioning, LLC
Technician's Hourly Rate	\$155.00	\$110.00
Parts Markup	20%	35%

WHEREAS, consistent with Ala. Code § 39-5-1, the Shelby County Commission hereby certifies that bid awarded and contract to be entered into pursuant to this Resolution was let in compliance with Title 39 of the Code of Alabama and all other applicable provisions of the law.

Said eBid # 2025-12-11623 is located within the office of the Chief Financial Officer.

RESOLUTION 2026-01-12-

BE IT RESOLVED, that the Shelby County Commission hereby appoints Tom Seale to the Shelby County Board of Equalization as the Shelby County Commission's appointment to replace Johnny Jones.

RESOLUTION 2026-01-12-___

WHEREAS, the Shelby County Commission (“Commission”) is the governing body of Shelby County and, as such, has the authority to establish and change the Voting Center and Polling Locations within the County; and,

WHEREAS, the Commission has determined that it is in the best public interest to make changes in the Precinct 11, allowing for convenience and an accommodating setting for voting; and,

WHEREAS, Shoal Creek Town Hall (Precinct 11) is a gated community and a private club, and a more accessible voting location has been secured. Voters will no longer vote at: Shoal Creek Town Hall (Precinct 11).

NOW THEREFORE, BE IT RESOLVED BY THE SHELBY COUNTY COMMISSION AS FOLLOWS:

1. Registered voters in the following Precinct have a new voting location beginning with the next regular election on May 19, 2026 for the Primary Election and for all future Primary, Run-off, General and Special Elections in said Precinct for Federal, State, and County elections, unless the precinct decides it can no longer hold elections at said location(s):

Precinct 11 – Double Oak Community Church, 115 Olmsted Street, Birmingham, AL 35242.

In the event of a special election before May 19, 2026, the change would need to be in effect immediately due to emergency circumstances.

2. That any Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

CERTIFICATE

I, the undersigned, Office Administrator- Commission, Shelby County, Alabama, keeper and Custodian of the official records and Minutes of the Shelby County Commission, the governing body of said county, do hereby certify this page, inclusive, is a true, exact, correct and complete copy of Resolution No. _____ theretofore adopted at a Regular Meeting of the Shelby County Commission held on _____ as the same appears in the official records and minutes of the said County Commission; I do hereby further certify that said Resolution has not been withdrawn, amended, modified or changed in any way since its adoption as aforesaid and that it remains valid and in full force and effect.

Witness my signature, in the capacity noted, under the Seal of said Shelby County Commission, this ____ day of _____, 2026.

Office Administrator - Commission

{SEAL}

Chairman, Shelby County Commission

RESOLUTION 2026-01-12-___

CASE NO. A25-004, Shelby Shores Storage and Marine

New – 050 – Retail Beer (Off Premises Only)

New – 070 – Retail Table Wine (Off Premises Only)

WHEREAS, Mr. David Weir Wood III, Wood Farms LLC, has submitted documentation in support of a new application request for a 050 – Retail Beer (Off Premises Only) ABC license and a 070 – Retail Table Wine (Off Premises Only) ABC license for Shelby Shores Storage and Marine located at 16229 Highway 42, Shelby, AL 35143; and,

WHEREAS, Shelby Shores Storage and Marine is unzoned and is not subject to the requirements of the *Zoning Regulations of Shelby County*; and,

NOW, THEREFORE, BE IT RESOLVED that Case No. A25-004, an application by Mr. David Weir Wood III, Wood Farms LLC, for a new 050 – Retail Beer (Off Premises Only) ABC license and a new 070 – Retail Table Wine (Off Premises Only) ABC license for Shelby Shores Storage and Marine to permit the retail sale of alcohol for off-premises consumption only at a convenience store and boat/home storage is hereby APPROVED/DENIED.

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

January 12, 2026

Case No. A25-004; Shelby Shores Storage and Marine

New – 050 - Retail Beer (Off Premises Only)

New – 070 - Retail Table Wine (Off Premises Only)

ACTION REQUESTED

Mr. David Weir Wood III, Wood Farms LLC, has submitted the attached documentation in support of a new application request for a 050 - Retail Beer (Off Premises Only) ABC license and a 070 - Retail Table Wine (Off Premises Only) ABC license for Shelby Shores Storage and Marine.

The applicant states the facility is a convenience store and boat/home storage operating Tuesday through Saturday from 8:00 a.m. to 5:00 p.m. The applicant has confirmed there are no Sunday alcohol sales before noon.

This facility, Shelby Shores Storage and Marine, is located at 16229 Highway 42, Shelby, AL 35143; Parcel Identification No. 58-30-6-23-0-001-001.003. The subject property is unzoned and is not subject to the requirements of the *Zoning Regulations of Shelby County*. Shelby Shores Storage and Marine is located in County Commission District 1, Commissioner Morris' District.

The County Engineer's report has verified the facility is an existing site and has access to Alabama Highway 42. No drainage problems have been observed on the site.

The Shelby Fire Department reports the location has an adequate water source to permit the effective use of firefighting equipment. The facility has adequate personal safety equipment such as fire extinguishers, lighted fire exits, and lighted fire exit signs; however, it lacks a smoke or fire alarm.

Attached is a copy of the license definitions for 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) as defined in the Alabama ABC Board Rules and Regulations.

It should be noted that subject to the decision of the County Commission, this application will be forwarded to the State ABC Board and the State of Alabama Health Department for further processing, review, and approval.

This ABC license application may be approved, denied, or revoked by the State ABC Board, pending ABI (Alabama Bureau of Investigations) and FBI (Federal Bureau of Investigations) results.

050 - Retail Beer (Off Premises Only)

050 Retail beer license for off premises consumption (28 3A 17) – A retail beer license which will authorize the licensee to purchase beer, including draft beer in counties or municipalities where the sale thereof is permitted, in original unopened containers from licensed wholesalers and to sell such beer in original unopened containers from licensed wholesalers and to sell such beer in packaged form at retail for off premises consumption, where such use of the proposed location is not, at the time of the original application, prohibited by a valid zoning ordinance or other ordinance in the valid exercise of police power by the governing body of the municipality or county in which the retail outlet is located.

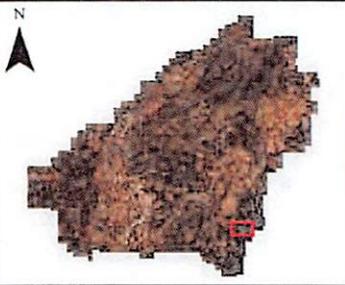
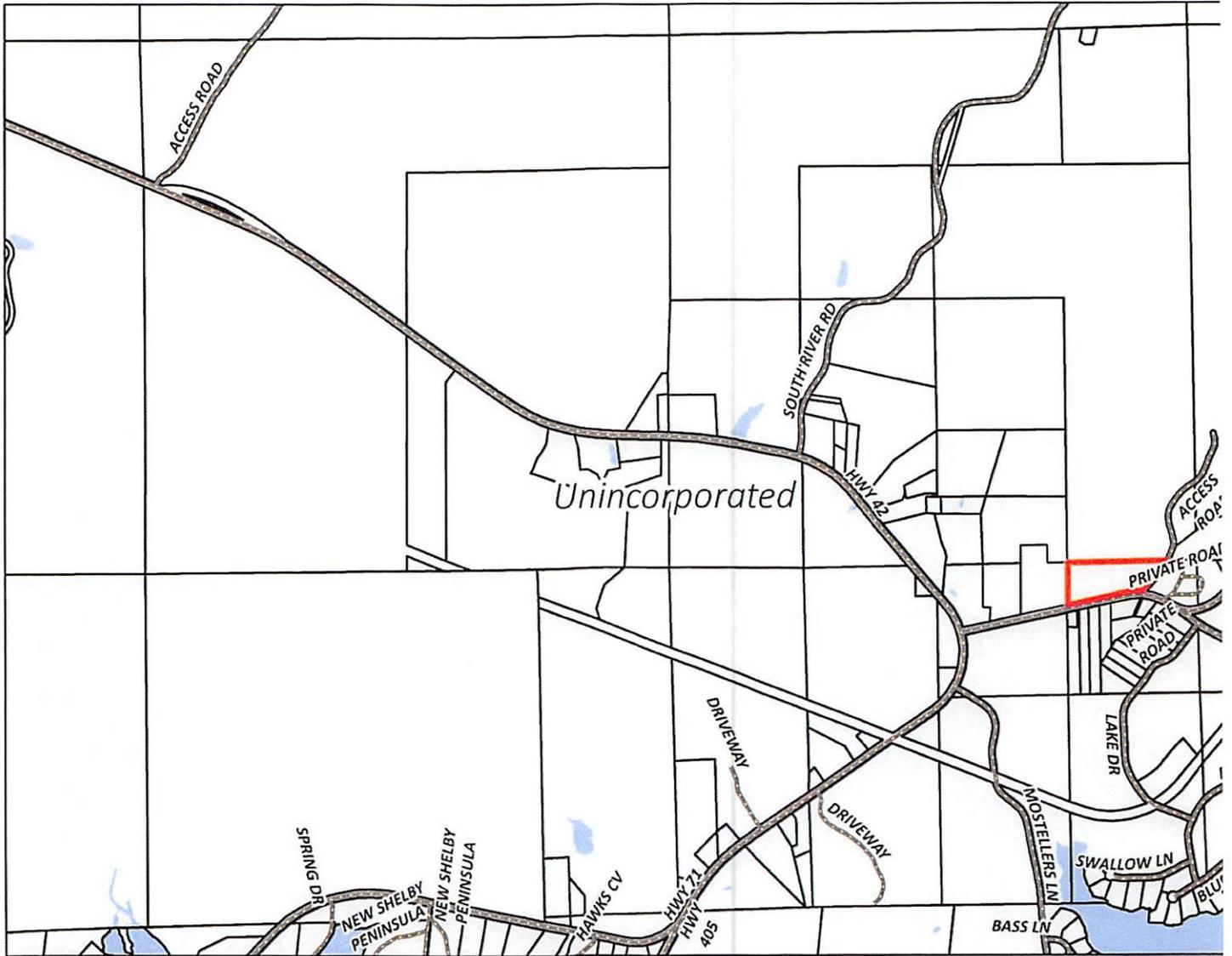
070 - Retail Table Wine (Off Premises Only)

070 Retail table wine license for off premises consumption (28 3A 15) – A retail table wine license for any retail outlet, which license will authorize the licensee to purchase table wine in packaged form from the board, or from licensed wholesalers and to sell such table wines in original unopened containers at retail for off premises consumption, where such use of the proposed location of the retail outlet is not, at the time of original application, prohibited by a valid zoning ordinance or other ordinance in the valid exercise of police power by the governing body of the municipality or county in which the retail outlet is located.

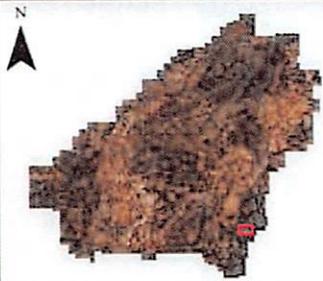
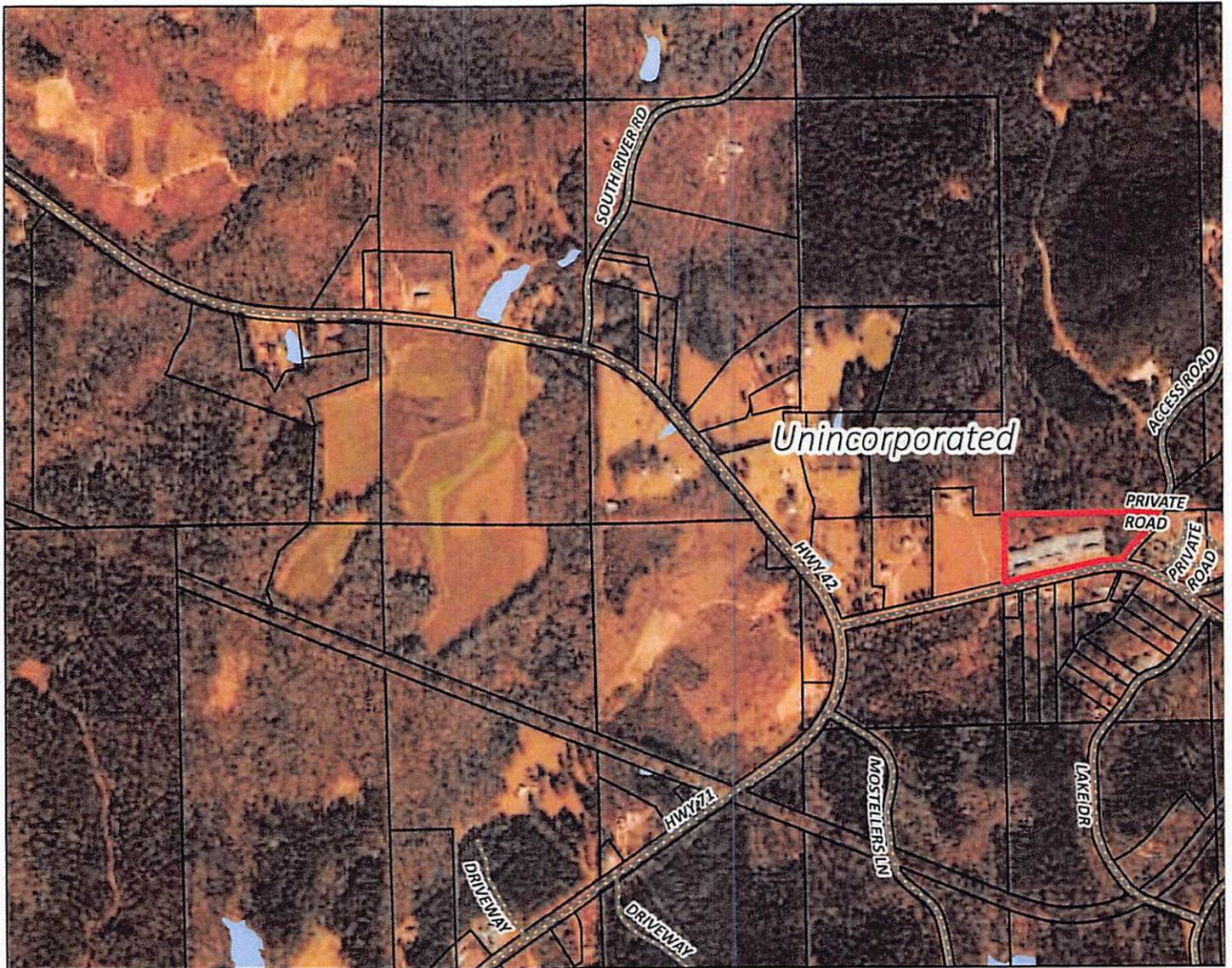
ALABAMA ABC BOARD LICENSE CLASSIFICATIONS

Liquor License Classifications

010	Lounge Retail Liquor – Class I
011	Lounge Retail Liquor – Class II (Package Store)
020	Restaurant Retail Liquor
031	Club Liquor – Class I
032	Club Liquor – Class II
040	Retail Beer – (On or Off Premises)
050	Retail Beer – (Off Premises Only)
060	Retail Table Wine – (On or Off Premises)
070	Retail Table Wine – (Off Premises Only)
080	Liquor Whole Sale
090	Wholesale Beer Only
100	Wholesale Table Wine Only – 14.9% or Less
110	Wholesale Table Wine & Beer Combined
120	Warehouse License
130	Additional Warehouse – Wine, Beer or Both
140	Special Events Retail
150	Special Retail License – 30 Days or Less
160	Special Retail – More Than 30 Days
170	Retail Common Carrier
200	Manufacturer
210	Importer
220	Brewpub
230	International Motor Speedway
250	Wine Festival License
260	Wine Festival Participant License
500	Direct Wine Shipper
510	Wine Fulfillment Center
520	Additional Wine Fulfillment Center
530	Delivery Service License
800	Off-Site Tasting Permit



A25-004 Shelby Shores Storage & Marii



A25-004 Shelby Shores Storage & Marii



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251211154520637

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **SHELBY SHORES STORAGE AND MARINE** Filing Fee: \$100.00

Applicant: **WOOD FARMS LLC** Transfer Fee:

Location Address: 16229 HIGHWAY 42 SHELBY, AL 35143

Mailing Address: 16229 HIGHWAY 42 SHELBY, AL 35143

County: SHELBY Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document info: 000-409-540

Do you sell Draft Beer?:

Date Incorporated: 12/06/2017 State incorporated: AL County Incorporated: SHELBY

Date of Authority: 12/06/2017

Federal Tax ID: 82-3612965 Alabama State Sales Tax ID: R012721612

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID WEIR WOOD III	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DAVE WOOD III

Home Phone:

Business Phone: 205-669-0077

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251211154520637

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: WOOD FARMS LLC 205-283-6756

What is lessors primary business? PROPERTY OWNER IS THE APPLICANT

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1350 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 0 Nearest: 0

Nearest school: Nearest church: Nearest residence: 0 miles

Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251211154520637

Initial each

Signature page

David
David

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

David

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

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

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

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

David

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

David

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

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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

David

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

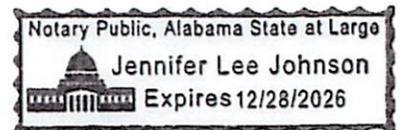
Applicant Name (print): David W. Wood III

Signature of Applicant: David W. Wood III

Notary Name (print): Jennifer Johnson

Notary Signature: Jennifer Johnson

Commission expires:



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

Forwarded to District Office:
 Received from Local Government:
 Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251211154520637

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
 Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: PROPERTY OWNER IS THE APPLICANT

Is ther any further interest in, or connection with, the licensee's business by the lessor?: PROPERTY OWNER IS THE APPLICANT

Receipt Confirmation Page

Receipt Confirmation Number: **20251211154520637**
Application Payment Confirmation Number: **114724732**

Payment Summary	
Payment Item	Fee
Application Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: SHELBY
Business Type: LLC
Trade Name: **SHELBY SHORES STORAGE AND MARINE**
Applicant Name: **WOOD FARMS LLC**
Location Address: 16229 HIGHWAY 42
SHELBY, AL 35143
Mailing Address: 16229 HIGHWAY 42
SHELBY, AL 35143
Contact Person: DAVE WOOD LLL
Contact Home Phone
Contact Business Phone: 205-669-0077
Contact Fax:
Contact Cell Phone
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

RESOLUTION 2026-01-12-__

WHEREAS, the City of Alabaster has designated funds to construct the Alabaster Boulevard Extension Project to support the safety and welfare of Shelby County residents through alleviating congestion and enhancing police and fire response times; and,

WHEREAS, the Shelby County Commission has determined, in the interest of public safety and welfare, that the said portions of Alabaster Boulevard need to be widened, extended, and improved to allow for the safety and welfare of the traveling public using said public roadways; and,

WHEREAS, portions of the required right-of-way for the expansion and extension are within the unincorporated portions of Shelby County; and,

WHEREAS, the Shelby County Commission has determined that it is necessary that Shelby County procure, by purchase or eminent domain, an easement and right-of-way in real estate over and across the hereinafter described properties situated in Shelby County for the expansion of the affected portions of Alabaster Boulevard which are situated in Shelby County; and

WHEREAS, the City of Alabaster has budgeted funds to cover the entirety of the project, including reimbursing the county for any and all incurred expenses associated with right-of-way acquisition.

NOW THEREFORE, BE IT RESOLVED BY THE SHELBY COUNTY COMMISSION AS FOLLOWS:

1. That the County Engineer and the County Attorney are hereby authorized and directed to procure for Shelby County, a political subdivision of the State of Alabama, by purchase or if by them deemed necessary, by eminent domain, an easement and right-of-way for public highway purposes over and across the hereinafter described real estate, which is hereby deemed by the Shelby County Commission to be necessary for the construction, improvement, and maintenance of Alabaster Boulevard; and if negotiations for the purchase thereof are unsuccessful, to file necessary eminent domain and condemnation actions in the name of Shelby County in order to procure the same, including, but not being limited to, those parcels of real property described collectively on Exhibit "A" attached hereto, which said Exhibit "A" is adopted by reference and made part and parcel hereof as fully as if set out herein.
2. That the County Engineer and the County Attorney are hereby authorized and directed to take such action and do such things as are deemed by them to be necessary in order to acquire said properties and such real estate, or interest therein, first by negotiation, and if negotiations are unsuccessful, by legal actions. The County Engineer and the County Attorney are further authorized and directed to do such other things as are by them deemed necessary or advisable in order to carry out and effectuate the terms and conditions hereof and to acquire said property and such easements and interest therein as they deem to be necessary and advisable as recommended by engineers working for Shelby County in connection therewith.

CERTIFICATE

I, the undersigned, Office Administrator- Commission, Shelby County, Alabama, keeper and Custodian of the official records and Minutes of the Shelby County Commission, the governing body of said county, do hereby certify this page, inclusive, is a true, exact, correct and complete copy of Resolution No.

_____ heretofore adopted at a Regular Meeting of the Shelby County Commission held on _____, as the same appears in the official records and minutes of the said County Commission; I do hereby further certify that said Resolution has not been withdrawn, amended, modified or changed in any way since it's adoption as aforesaid and that it remains valid and in full force and effect.

Witness my signature, in the capacity noted, under the Seal of said Shelby County Commission, this _____ day of _____ 2026.

Office Administrator - Commission

{SEAL}

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT NO. 1**

A parcel of land situated in the North 1/2 of the N.E. 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 21 South, Range 3 West and run in a Westerly direction along the North line of said Section 12 a distance of 1205.85 feet to the Point of Beginning of the parcel herein described; thence continue along the last described course a distance of 53.49 feet to a point on a curve to the right having a radius of 500.00 feet and a central angle of $7^{\circ}13'33''$; thence $68^{\circ}07'34''$ to the left (angle measured to tangent) along the arc of said curve in a Southwesterly direction a distance of 63.06 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 131.88 feet to the P.C. (point of curve) of a curve to the left having a radius of 550.00 feet and a central angle of $30^{\circ}50'18''$; thence along the arc of said curve in a Southwesterly and Southerly direction a distance of 296.03 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 279.67 feet to the P.C. (point of curve) of a curve to the right having a radius of 350.00 feet and a central angle of $63^{\circ}10'49''$; thence along the arc of said curve in a Southerly and Southwesterly direction a distance of 385.95 feet to a point on the Northeasterly right-of-way of U.S. Highway 31; thence $83^{\circ}08'07''$ to the left (angle measured to tangent) in a Southeasterly direction along the Northeasterly right-of-way of U.S. Highway 31 a distance of 50.32 feet to a point on a curve to the left having a radius of 400.00 feet and a central angle of $64^{\circ}02'31''$; thence $96^{\circ}00'12''$ to the left (angle measured to tangent) along the arc of said curve in a Northeasterly and Northerly direction a distance of 447.10 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 68.95 feet to a point; thence $90^{\circ}00'$ to the right in an Easterly direction a distance of 100.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northerly direction a distance of 210.72 feet to the P.C. (point of curve) of a curve to the right having a radius of 400.00 feet and a central angle of $30^{\circ}50'18''$; thence along the arc of said curve in a Northerly and Northeasterly direction a distance of 215.29 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 131.88 feet to the P.C. (point of curve) of a curve to the left having a radius of 650.00 feet and a central angle of $5^{\circ}55'31''$; thence along the arc of said curve in a Northeasterly direction a distance of 67.22 feet to a point; thence $90^{\circ}00'$ to the left (angle measured to tangent) in a Northwesterly direction a distance of 100.00 feet to a point on a curve to the left having a radius of 550.00 feet and a central angle of $3^{\circ}22'38''$; thence $90^{\circ}00'$ to the right (angle measured to tangent) along the arc of said curve in a Northeasterly direction a distance of 32.39 feet to the Point of Beginning.

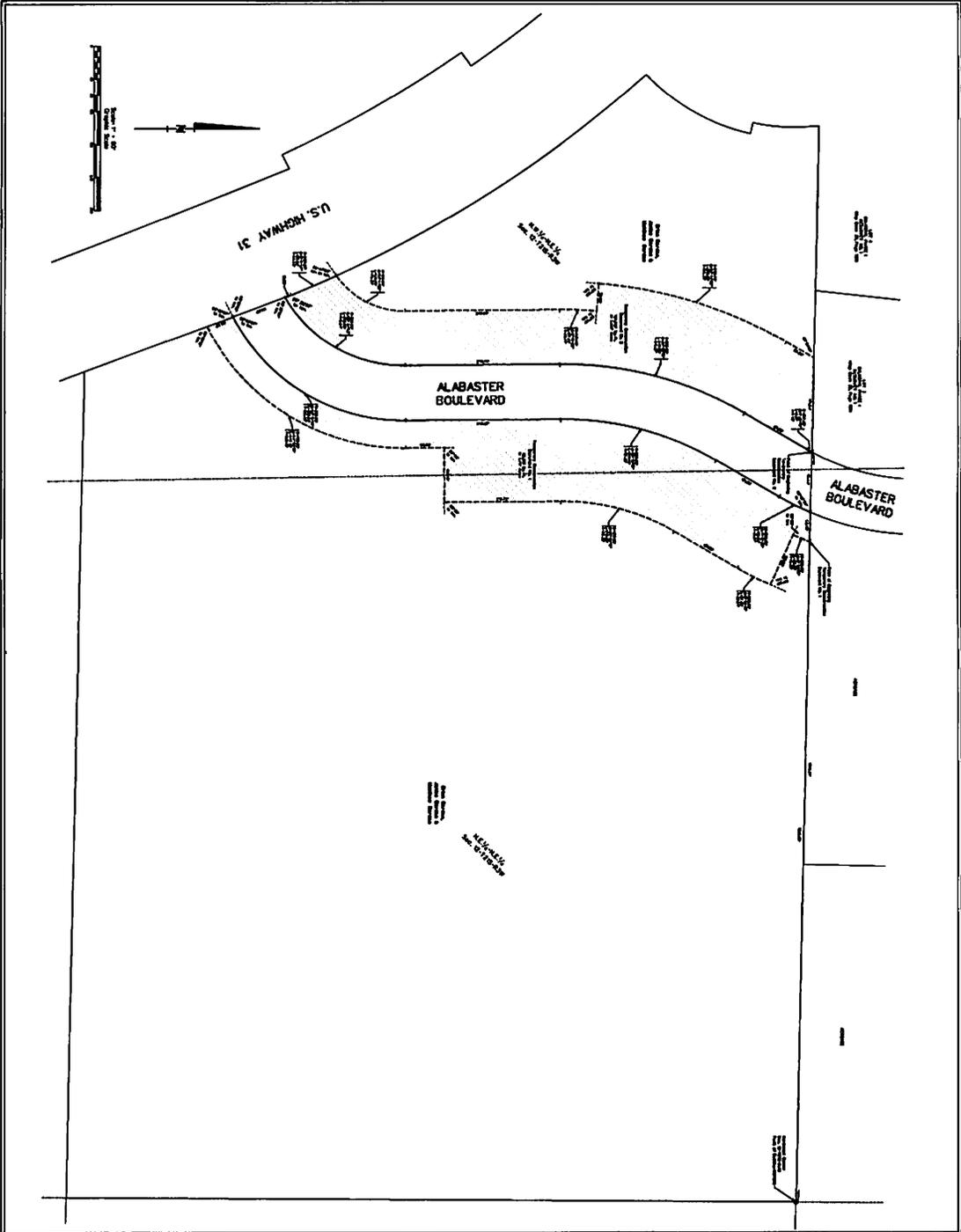
Containing 124,027 square feet or 2.847 acres, more or less.

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT NO. 2**

A parcel of land situated in the North 1/2 of the N.E. 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 21 South, Range 3 West and run in a Westerly direction along the North line of said Section 12 a distance of 1369.37 feet to the Point of Beginning of the parcel herein described, said point also being the Southeast corner of Lot 3, Balmoral Phase I Resurvey No. 1, as recorded in Map Book 36, Page 129 in the Probate Office of Shelby County, Alabama; thence continue along the North line of said Section 12 and the Southerly line of said Lot 3 a distance of 171.54 feet to a point; thence $60^{\circ}54'01''$ to the left in a Southwesterly direction a distance of 57.84 feet to the P.C. (point of curve) of a curve to the left having a radius of 800.00 feet and a central angle of $25^{\circ}40'55''$; thence along the arc of said curve in a Southwesterly direction a distance of 358.59 feet to a point; thence $90^{\circ}00'$ to the left (angle measured to tangent) in a Southeasterly direction a distance of 50.00 feet to a point on a curve to the left having a radius of 750.00 feet and a central angle of $5^{\circ}09'23''$; thence $90^{\circ}00'$ to the right (angle measured to tangent) along the arc of said curve in a Southwesterly and Southerly direction a distance of 67.49 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 279.67 feet to the P.C. (point of curve) of a curve to the right having a radius of 150.00 feet and a central angle of $55^{\circ}41'39''$; thence along the arc of said curve in a Southerly and Southwesterly direction a distance of 145.80 feet to a point on the Northeasterly right-of-way of U.S. Highway 31, said point lying on a curve to the right having a radius of 2231.67 feet and a central angle of $2^{\circ}17'27''$; thence $79^{\circ}47'08''$ to the left (angle measured tangent to tangent) along the arc of said curve in a Southeasterly direction along the Northeasterly right-of-way of U.S. Highway 31 a distance of 89.23 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction a distance of 12.05 feet to a point on a curve to the left having a radius of 250.00 feet and a central angle of $60^{\circ}24'43''$; thence $99^{\circ}37'59''$ to the left (angle measured to tangent) along the arc of said curve in a Northeasterly and Northerly direction a distance of 263.60 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 279.67 feet to the P.C. (point of curve) of a curve to the right having a radius of 650.00 feet and a central angle of $30^{\circ}50'18''$; thence along the arc of said curve in a Northerly and Northeasterly direction a distance of 349.85 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 131.88 feet to the P.C. (point of curve) of a curve to the left having a radius of 400.00 feet and a central angle of $1^{\circ}20'38''$; thence along the arc of said curve in a Northeasterly direction a distance of 9.38 feet to the Point of Beginning.

Containing 118,365 square feet or 2.717 acres, more or less.



<p>1 OF 1</p>	<p>EASEMENT EXHIBIT</p>	<p>ALABASTER BOULEVARD EXTENSION</p> <p>SITUATED IN THE NORTH 1/2 OF THE SW 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA</p>	<p>SCHÖEL</p> <p>BERNARDUS HUNTSVILLE TUSCALOOSA</p>
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**LEGAL DESCRIPTION
ALABASTER BOULEVARD EXTENSION**

A parcel of land situated in the North 1/2 of the N.E. 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 21 South, Range 3 West and run in a Westerly direction along the North line of said Section 12 a distance of 1259.34 feet to a point on a curve to the right having a radius of 500.00 feet and a central angle of $7^{\circ}13'33''$, said point being the Point of Beginning of the parcel herein described; thence $68^{\circ}07'34''$ to the left (angle measured to tangent) along the arc of said curve in a Southwesterly direction a distance of 63.06 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 131.88 feet to the P.C. (point of curve) of a curve to the left having a radius of 550.00 feet and a central angle of $30^{\circ}50'18''$; thence along the arc of said curve in a Southwesterly and Southerly direction a distance of 296.03 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 279.67 feet to the P.C. (point of curve) of a curve to the right having a radius of 350.00 feet and a central angle of $63^{\circ}10'49''$; thence along the arc of said curve in a Southerly and Southwesterly direction a distance of 385.95 feet to a point on the Northeasterly right-of-way of U.S. Highway 31; thence $96^{\circ}51'53''$ to the right (angle measured to tangent) in a Northwesterly direction along the Northeasterly right-of-way of U.S. Highway 31 a distance of 101.02 feet to a point on a curve to the left having a radius of 250.00 feet and a central angle of $60^{\circ}24'43''$; thence $80^{\circ}22'01''$ to the right (angle measured to tangent) along the arc of said curve in a Northeasterly and Northerly direction a distance of 263.60 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 279.67 feet to the P.C. (point of curve) of a curve to the right having a radius of 650.00 feet and a central angle of $30^{\circ}50'18''$; thence along the arc of said curve in a Northerly and Northeasterly direction a distance of 349.85 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 131.88 feet to the P.C. (point of curve) of a curve to the left having a radius of 400.00 feet and a central angle of $1^{\circ}20'38''$; thence along the arc of said curve in a Northeasterly direction a distance of 9.38 feet to a point on the North line of Section 12, said point also being the Southeast corner of Lot 3, Balmoral Phase I Resurvey No. 1 as recorded in Map Book 36, Page 129 in the Probate Office of Shelby County, Alabama; thence $62^{\circ}14'39''$ to the right (angle measured to tangent) in an Easterly direction along the North line of said Section 12 a distance of 110.03 feet to the Point of Beginning.

Containing 109,566 square feet or 2.515 acres, more or less.

**UTILITY
AND
FEDERAL MAINTANENCE
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
SHELBY COUNTY COMMISSION**

**Project No. STPBH-0038(555)
CPMS Ref# 100081290
Project No. NH-HSIP-FMGR-STPBH-0038(555)
CPMS Ref# 100078837**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Shelby County Commission, Alabama, (FEIN 63-6001694) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing, patching, guardrail end anchor, guardrail replacement, and guardrail reset on SR-38 (US-280) from Old Highway 280 to CR-55 in Westover including intersection improvements at CR-39 and CR-51; Project# STPBH-0038(555); CPMS Ref# 100081290; Project# NH-HSIP-FMGR-STPBH-0038(555); CPMS Ref# 100078837.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. Project Funding:** The STPBH funds will be utilized for the intersection improvements at CR-39 and CR-51 and will be limited to \$700,000.00 Federal funds unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Birmingham Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the COUNTY from COUNTY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Birmingham Area Dedicated)	\$ 60,000.00
County Funds	\$ 15,000.00

TOTAL (Incl CE&I)	\$ 75,000.00

FEDERAL MAINTANENCE

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Birmingham Area Dedicated)	\$ 640,000.00
County Funds	\$ 160,000.00

TOTAL (Incl CE&I)	\$ 800,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The STATE will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.
- B. The STATE will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will be an eligible cost to the project.

- C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.
- D. The STATE will furnish all construction engineering for the project with STATE forces as part of the cost of the project. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit.

The STATE will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The STATE will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed by the COUNTY under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
 For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed by the COUNTY under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and the STATE will assume full ownership and responsibility for the portion of the project work on STATE right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
 All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 The COUNTY will provide the STATE any information requested by the STATE regarding the project.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

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

Shelby County, Alabama

ATTEST:

**By: _____
As Chairman (Signature)**

**By: _____
Clerk (Signature)**

Print Name of Chairman

**Print Name of Clerk
(AFFIX SEAL)**

This contract has been legally reviewed and approved as to form.

**By: _____
Legal Counsel for
Alabama Department of Transportation**

RECOMMENDED FOR APPROVAL:

**DeJarvis Leonard, P.E.
East Central Region Engineer**

**Bradley B. Lindsey, P.E.
State Local Transportation Engineer**

**Edward N. Austin, P. E.
Chief Engineer**

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

John R. Cooper, Transportation Director

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20 ____.**

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H
Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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:

- a. 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.
- b. 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.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

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.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

I-20

Rev. 10/2017

**FY 2025 County Rebuild Alabama Annual Report
SHELBY COUNTY**

Map Index	Project No.	Road Name/ Number	Begin		End		Project Details			Amount of Rebuild Alabama Funding Expended in Current Fiscal Year	Method in Which Rebuild Funds Were Utilized			Original CTP (Yes or No)	CRAF or FAEF	CRAF Amount	FAEF Amount	
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)		Description of Work	Amount Expended Utilizing Competitive Bid Contracts	Amount Expended Utilizing Public Works Contracts					Amount Expended exempt from Competitive and/or Public Works Contracts
Beginning Balance																\$0.00	\$54,425.68	
Annual Revenue Received by County																	\$3,022,016.46	\$400,000.00
Rebuild Funds Received from Municipalities through MOUs																	\$0.00	\$0.00
1 (FY24)	SCP 59-965-24	280	33 3499	-86 6235	33 3399	-86 5348	X		5.35	Resurface CR-280 from US-280 East to CR-55	\$47,336.35		\$47,336.35		100%	Y	CRAF	\$47,336.35
2 (FY24)	SCP 59-965-24	66	33 2558	-86 8142	33 2569	-86 8266	X		0.71	Resurface CR-66 from US-31 to CR-95	\$13,581.78		\$13,581.78		100%	Y	CRAF	\$13,581.78
4 (FY24)	SCP 59-965-24	275	33 3447	-86 7992	33 3534	-86 8037	X		0.65	Resurface CR-275 from SR-261 North to Riverchase Parkway	\$22,654.00		\$22,654.00		100%	Y	CRAF	\$22,654.00
1 (FY25)	SCP 59-969-25	10	33 1530	-86 9227	33 1227	-86 9173	X		2.32	Resurface CR-10 from CR-22 East to Aldrich Railroad Crossing	\$392,366.74		\$392,366.74		100%	Y	CRAF	\$392,366.74
1 (FY25)	SCP 59-969-25	10	33 1227	-86 9173	33 1077	-86 8911	X		2.09	Resurface CR-10 from CR-22 East to Aldrich Railroad Crossing	\$400,000.00		\$400,000.00		100%	Y	FAEF	\$400,000.00
2 (FY25)	SCP 59-969-25	33	33 2828	-86 8083	33 3047	-86 7937	X		1.71	Resurface CR-33 from CR-52 North to CR-35	\$181,188.61		\$181,188.61		100%	Y	CRAF	\$181,188.61
2 (FY25)	SCP 59-969-25	33	33 3047	-86 7937	33 3098	-86 7842	X		0.73	Resurface CR-33 from CR-52 North to CR-35	\$54,425.68		\$54,425.68		100%	Y	FAEF	\$54,425.68
3 (FY25)	SCP 59-969-25	36	33 3255	-86 4585	33 3147	-86 7049	X		0.81	Resurface CR-36 from CR-11 East to just past Oaklyn Hills Drive	\$273,486.01		\$273,486.01		100%	Y	CRAF	\$273,486.01
4 (FY25)	SCP 59-969-25	39	33 2746	-86 6986	33 3023	-86 6722	X		2.61	Resurface CR-39 from Griffin Road North to CR-69	\$511,250.07		\$511,250.07		100%	Y	CRAF	\$511,250.07
5 (FY25)	SCP 59-969-25	43	33 4709	-86 5135	33 4886	-86 4586	X		3.54	Resurface CR-43 from SR-25 North to CR-55	\$640,703.88		\$640,703.88		100%	Y	CRAF	\$640,703.88
6 (FY25)	SCP 59-965-25	55	33 4456	-86 4800	33 5027	-86 4429	X		4.91	Resurface CR-55 from SR-25 North to St. Clair County Line	\$930,959.34		\$930,959.34		100%	Y	CRAF	\$930,959.34
Note: Only Rebuild Alabama Funds are intended to be reported			Total Miles Addressed this Fiscal Year (Total Mileage Does Not Include Bridge Projects)						25.43	Total Rebuild Funds Expended this Fiscal Year	\$3,467,952.46	\$3,467,952.46	\$0.00		Total CRAF/FAEF Remaining	\$8,491.68	\$0.00	
Percent of Rebuild Funds Expended in Compliance with Section 7c(2)(d) on the Rebuild Alabama Act.													100%					
All work was performed as part of SCP 59-965-24 & SCP 59-969-25, Shelby County's Annual Paving and Resurfacing Projects.																		
Shelby County Funded an additional \$259,567.91 to complete CR-33 for its entire length.																		

Shelby County, Alabama
County Road 26 & 339
Project No.: SCP 59-975-25

Exhibit "A"

Legal Description for PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 2 WEST SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND CONTAINING 1.12 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE S88°09'31"E, ON THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 279.66 FEET TO A POINT; THENCE S01°50'29"W A DISTANCE OF 152.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND. SAID POINT BEING ON THE PRESENT SOUTH RIGHT-OF-WAY OF CAMP BRANCH ROAD AND 70 FEET RIGHT OF CR-339 CENTERLINE STATION 15+30.76; THENCE S0°56'45"E, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 45.96 FEET TO A POINT BEING 40 FEET RIGHT OF CR-339 CENTERLINE STATION 15+00; THENCE S22°54'23"E, ON THE ACQUIRED RIGHT-OF-WAY, ON A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 42°18'10" AND A RADIUS OF 360.00 FEET, A CHORD DISTANCE OF 259.80 FEET TO A POINT BEING 40 FEET RIGHT OF CR-339 CENTERLINE STATION 12+63.74; THENCE S01°48'32"E, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 183.74 FEET TO A POINT BEING 40 FEET RIGHT OF CR-339 CENTERLINE STATION 10+80; THENCE S12°04'23"E, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 48.74 FEET TO A POINT BEING 40 FEET LEFT OF CR-26 CENTERLINE STATION 109+87.73. SAID POINT BEING ON THE PRESENT NORTH RIGHT-OF-WAY OF COUNTY ROAD 26; THENCE N81°49'25"W, ON SAID PRESENT NORTH RIGHT-OF-WAY, A DISTANCE OF 360.61 FEET TO A POINT; THENCE N84°44'49"W, ON SAID PRESENT NORTH RIGHT-OF-WAY, ON A CURVE TO THE LEFT WITH A DELTA ANGLE OF 05°50'49" AND A RADIUS OF 1185.92 FEET, A CHORD DISTANCE OF 120.97 FEET TO A POINT BEING 39.80 FEET LEFT OF CR-26 CENTERLINE STATION 105+10.00; THENCE N66°46'53"E, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 23.09 FEET TO A POINT BEING 50 FEET LEFT OF CR-26 CENTERLINE STATION 105+30.00; THENCE S84°10'11"E, ON THE ACQUIRED RIGHT-OF-WAY, ON A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 04°41'32" AND A RADIUS OF 1235.92, A CHORD DISTANCE OF 101.19 FEET TO A POINT BEING 50 FEET LEFT OF CR-26 CENTERLINE STATION 106+27.12; THENCE S81°49'25"E, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 222.88 FEET TO A POINT BEING 50 FEET LEFT OF CR-26 CENTERLINE STATION 108+50.00; THENCE N51°04'20"E, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 56.72 FEET TO A POINT BEING 40 FEET LEFT OF CR-339 CENTERLINE STATION 11+00.00; THENCE N01°48'32"W, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 163.74 FEET TO A POINT 40 FEET LEFT OF CR-339 STATION 12+63.74; THENCE N09°28'40"W, ON THE ACQUIRED RIGHT-OF-WAY, ON A CURVE TO THE LEFT WITH A DELTA ANGLE OF 15°26'43" AND A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 75.25 FEET TO A POINT BEING 40 FEET LEFT OF CR-339 CENTERLINE STATION 13+50.00; THENCE N48°12'36"W, ON THE ACQUIRED RIGHT-OF-WAY, A DISTANCE OF 148.13 FEET TO A POINT BEING 80 FEET LEFT OF CR-339 CENTERLINE STATION 15+27.49, SAID POINT BEING ON THE PRESENT SOUTH RIGHT-OF-WAY OF CAMP BRANCH ROAD; THENCE N40°14'11"E, ON SAID PRESENT RIGHT-OF-WAY, A DISTANCE OF 150.04 FEET TO THE POINT OF BEGINNING.