

March 7, 2016

The Mayor and Council of the City of Calera met on March 7, 2016 at 6:30 p.m. at Calera City Hall with the following present:

Mayor: Jon G. Graham

Council Members: Ernest Montgomery, Alan Watts, David Bradshaw, Chris Bunn, Philip Busby and Bobby Joe Phillips

Department Heads: Reggie Darden, Building Official
Chris Pappas, City Engineer
Sean Lemley, Police Chief
Seth Gandy, Parks and Recreation Director
Roy Hadaway, Finance Director
Sean Kendrick, Fire Chief
Alison Powers, Library Director
Doug Smedley, Sewer Operations Director

Guests: Harold Cole, Michael Jones, Fred Hoskins, Randy Krueger, Bill Davis and Jasper Levio

Michael Jones called the meeting to order and opened with a Word of Prayer and the Pledge of Allegiance.

Council Member Watts made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – February 15, 2016
Work Session – February 15, 2016

Council Member Montgomery seconded said motion which was carried unanimously.

REPORTS OF DEPARTMENT HEADS:

Sean Lemley, Police Chief requested approval to install speed limit and children at play signs in the Old Ivy Subdivision. Residents requested children at play signs and to have the speed limit decreased to 15 MPH from 25 MPH.

Council Member Bunn made a motion to approve installing the speed limit and children at play signs in the Old Ivy Subdivision. Council Member Bradshaw seconded said motion which was carried unanimously.

Sean Lemley, Police Chief updated the Mayor and Council concerning the railroad crossings. CSX is having the service track re-evaluated to decide to either remove or make the necessary repairs to the service track. Norfolk Southern is sending a service truck to inspect the track and crossing. If Norfolk Southern determines repairs are necessary a meeting with ALDOT and Norfolk Southern will need to take place.

Alison Powers, Library Director announced the Fairy Tale Ball will be held on June 4, 2016 from 5:00 p.m. till 7:00 p.m.

Sean Kendrick, Fire Chief announced the new fire truck will be delivered on Tuesday, March 8, 2016 at 9:00 a.m. to the city hall.

Doug Smedley, Director of Sewer Operations updated the Mayor and Council concerning the pilot testing for the filtration system. ADEM is requiring the total Phosphorous concentration levels to be at 0.06 mg/L limits starting in July 2016. ADEM has been on site during the testing to make sure the micro and ultra-filtration units we are currently testing from Aqua Aerobics, Inc. are doing the job we need them to do. So far all indications are very good, with testing showing the results well within the parameters on a consistent basis.

COUNCIL MEMBER REPORTS:

Council Member Montgomery discussed his concern for people not willing to serve and volunteer for events and serve as Board Members. The Calera Farmers Market has been blessed with great volunteers since we began, Randy and Rebecca Krueger and then Jerry and Debbie Mahon. Mrs. Mahon is unable to commit for this upcoming season. As we begin to prepare and plan for the upcoming Strawberry Festival and Calera Farmers Market season we are in need of someone to serve as the Calera Farmers Market Director. This volunteer position requires a lot of time preparing for each week and visiting each farm as required by the State Farmers Market Authority Board. Since we are having trouble finding volunteers to serve, I ask is it time to consider a small allowance for the director of the Calera Farmers Market.

Council Member Busby thanked both the Parks and Recreation and the Engineering Department for the great job done with the process of the Sports Complex. Everything looks really good. He also reminded everyone to come out and support the Calera High School Varsity Baseball team they are having a great year.

MAYOR REPORT:

No report given

OLD BUSINESS:

No old business

NEW BUSINESS:

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2016-01

WHEREAS, a declaration signed by Jenell Sharp owner of the lands abutting the hereinafter described portion of streets and/or alleys situated in the City of Calera, County of Shelby, State of Alabama, vacating said streets/alleys or portion of streets/alleys, has been duly presented to the City Council of the City of Calera, Alabama, for assent and approval of said governing body, said declaration attached being hereto affixed, marked "Exhibit A," and made a part hereof; and

WHEREAS, the street or alley referred to are more particularly described as follows:

See Attached Legal Description

Exhibit A

WHEREAS, it appears to the City Council of the City of Calera, Alabama that the vacations of said street/alley are in order and that convenient and reasonable means of ingress and egress is afforded to all other property owners owning properties in the subdivision embraced in said map of Dunstan's Survey of the City of Calera, Alabama. Subject, however to all existing right-of-ways or easements for public utilities and to all utility facilities presently situated in said area vacated, subject to this provision.

Council Member Bunn moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2016-01.

Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Phillips

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Resolution.

Council Member Bradshaw moved that Resolution No. R-2016-01 be adopted. Council Member Busby seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Phillips

NAYS: None

Mayor Graham declared Resolution No. R-2016-01 adopted.

Adopted this 7th day of March, 2016.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

REQUEST TO VACATE STREET/ALLEY

I, Marvin & Jenell Sharp do hereby request the Mayor and Council of the City of Calera, Alabama to vacate the following described street:

The entire right-of-way of 1st Street between Block 1 and Block 2 according to the Map of Jewel Heights as recorded in the Office of Probate in Shelby County Alabama.

(See attached Legal Description)

We further certify that we are the sole property owners adjacent to said street and the vacation of this street would deny ingress and egress to other property owners owning properties in subdivision embraced in said map of Jewel Heights in the City of Calera.

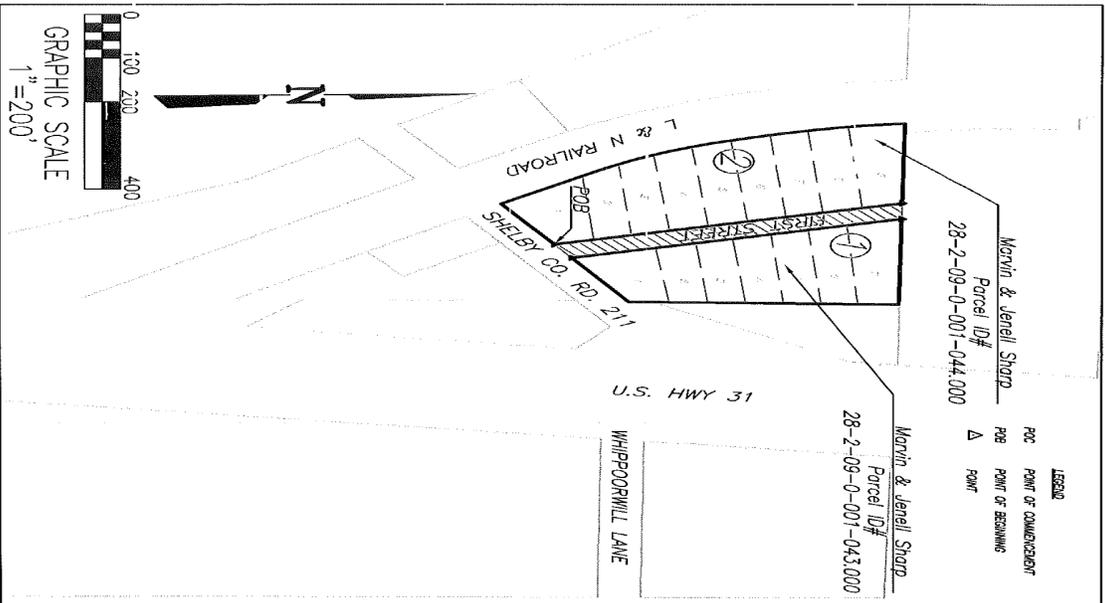
Marvin Sharp

Date: _____

Jenell Sharp

Jenell Sharp

Date: 02-26-16



LEGEND
 PCG POINT OF COMMENCEMENT
 PFB POINT OF BEGINNING
 ▲ POINT
 Marvin & Jennell Sharp
 Parcel ID# 28-2-09-0-001-044.000
 Marvin & Jennell Sharp
 Parcel ID# 28-2-09-0-001-043.000

STREET CLOSING
 STATE OF ALABAMA
 SHELBY COUNTY

All of 1st Street being in between Block 1 and Block 2 according to the Map of Level Heights shall be closed. The aforementioned street on said Map is located in the City of Coiera, Shelby County, Alabama and is described as follows:

Begin at the Southeast corner of Lot 1, Block 2 of the Map of Level Heights, said point also being the intersection of the west right-of-way of 1st Street and the north right-of-way of Shelby County Road 211; thence north along the west right of way line of said 1st Street to the northeast corner of Lot 9 of said Block 2; thence east to the east right-of-way of 1st Street, said point also being the northwest corner of Lot 7, Block 1 of said Level Heights Map; thence south along the east right-of-way of said 1st Street to the southwest corner of Lot 1, Block 1 of said Level Heights Map, said point also intersecting the north right-of-way of Shelby County road 211; thence west along the north right-of-way of said County Road to the Point of Beginning.

CATERA
 ALABAMA
 CITY OF COIERA
 ENGINEERING DEPARTMENT
 1001 17TH STREET
 COIERA, ALABAMA 36004
 PHONE (205) 688-3417 FAX (205) 688-3411



Date: 02-17-2016

Shelby County, AL Property Record Information

Page: 1

PIN#: 28 2 09 0 001 044.000		Assessment Year: 2016	T22S R02W Sec9
Owner Name SHARP MARVIN & JENELL		Owner Name	
Address P O BOX 999	Address	City, State Zip CALERA, AL 35040	
Site Information			
Subdivision Name: JEWEL HEIGHTS		Primary Lot: 1	Secondary Lot: 2
Block: 2	Map Book: 3	Map Page: 23	
Lot Dimension 1: 64	Lot Dimension 2: 148	Acres: 0	
Municipality: Calera			
Description			
Remarks			
DB 85 P 473;RB 055 PG 183;B 116 P 390;RB 112 PG 851;			
Document Links			
No Document Links			



Shelby County Land Information
 Date Printed: 02/17/2016 (1:100 scale)

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

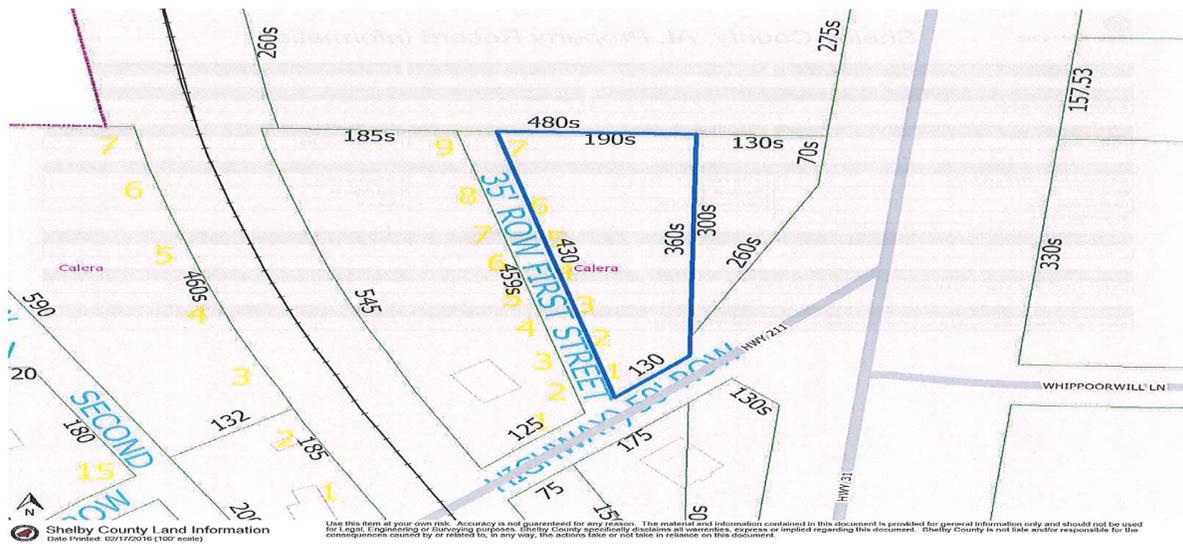


Date: 02-17-2016

Shelby County, AL Property Record Information

Page: 1

PIN#: 28 2 00 0 001 043.000		Assessment Year: 2016		T22S R02W Sec9	
Owner Name SHARF MARVIN & JENELL			Owner Name SHARF MARVIN & JENELL		
Address PO BOX 599		Address PO BOX 599		City, State, Zip CALERA, AL 36040	
Site Information					
Subdivision Name: JEWEL HEIGHTS		Primary Lot: 1		Secondary Lot: 2	
Block: 1		Map Book: 3		Map Page: 23	
Lot Dimension 1: 430		Lot Dimension 2: 190		Acres: 0	
Municipality: Calera					
Description					
Remarks					
DD 85 P 473;RD 055 PG 183;RD 118 P 360;RB 112 PG 861;RB 189 PG 994;					
Document Links					
https://probatererecords.shelbyal.com/DocDescMain.aspx?sk=10980701000245041					



Tammy
Jason

Alcoholic Beverage Control Board Application presented for ABG Liquor.

Trade Name: ABG Liquor

Applicant: ABG Liquor, Inc.

Type License: 011- Lounge Retail Liquor – Class II (Package)

Location: 11032 Highway 25, Calera, Alabama 35040

Council Member Phillips made a motion to approve the Alcoholic Beverage License Application for ABG Liquor. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Bradshaw, Graham, Bunn, Busby, Phillips

NAYS: Watts

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2016-02

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY
OF CALERA, ALABAMA**

R 2016-02



Robert Bentley
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P. O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

February 22, 2016

The Honorable Jon Graham
Mayor, City of Calera
City Hall
10947 Highway 25
Calera, Alabama 35040

RE: Shelby County
Project Number: ACAA5554-ATRP(013)
Interchange Improvements I-65 @ SR-3(US-31)
Exit 231

Dear Mayor Graham:

Attached you will find the Standard Project Resolution, Traffic Signal/Lighting Maintenance Agreement and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Calera for consideration and approval. It is important to emboss the official City of Calera Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: 
Lance Taylor, P.E.
Asst. Region Engineer - Pre-Construction

DL/LAT/SFPB
Attachment

C: Mrs. Sandra F. P. Bonner
File w/att.

RESOLUTION

WHEREAS, the City of Calera, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on I-65 within the City Limits of Calera, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA55554-ATRP(013) Interchange Improvements I-65 @ SR-3 (US-31) Exit 231.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Council of Calera, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and

barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

This project permanently relocates 'Gaiters Drive' – Please refer to Plan Sht. 6

Please refer to: Project Notes (Sheet 2-O)

Please refer to: General Traffic Control Plan Notes (Sheets 2P – 2Q)

Please refer to: General Signing Plan Notes (Sheet 2R)

Please refer to: Traffic Signal Plan Notes (Sheet 2S)

Please refer to: Traffic Control Plan – Sequence of Construction (Sheets 80 – 118D)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor

will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 7 day of
March, 2016.

ATTEST

Connie B Payton
City Clerk

Jones
Mayor

I, the undersigned, Clerk of the City of Calera, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 7 day of March, 2016, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this 7 day of
March, 2016.

Connie B Payton
CITY CLERK

Permit Number _____ Project Number ACAAS5554-ATRP-013
Division ECR BIRMINGHAM County SHELBY

7/18/90

EXHIBIT M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: **ACAA55554-ATRP-13**

Region: **ECR - Birmingham** County: **Shely**

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the CITY OF CALERA (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

- B, D and E SR-3 (US-31) @ I-65 Southbound Exit
- B, D and E SR-3 (US-31) @ I-65 Northbound Exit
- B, D and E SR-3 (US-31) @ Limestone Parkway

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall 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 Alabama 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 (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "*Exhibit M*" is attached to and made a part of this Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: *{Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.*

35 Vehicular Signal Heads - 12", 3 Section Type LED

8 Pedestrian Signal Heads - Type LED

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input checked="" type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input checked="" type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	
_____		SYSTEM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

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

(Seal of OWNER)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

✓

RESOLUTION NUMBER 2016-02

BE IT RESOLVED, by the City of Calera, Shelby County, Alabama, that the City enter into an agreement with the State of Alabama acting by and through the Alabama Department of Transportation for:

The Installation and /or Maintenance of Traffic Control Signals and/or Roadway Lighting for:

Project Number: ACAA55554-ATRP(013)
Interchange Improvements I-65 @ SR-3 (US-31) Exit 231

which agreement is before this City Council, and that the agreement be executed in the name of the City, by the Mayor for and in its behalf and that it be attested by the City Clerk and the seal of the City 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 City Clerk.

Adopted and approved this 7 day of March, 20 16.

ATTESTED:
(SEAL)

Connie B Payt
City Clerk

James Graham
Mayor

I, the undersigned qualified and acting clerk of the City of Calera, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City, named therein, at a regular meeting of such Council held on the 7 day of March, 20 16, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 7 day of March, 20 16.

Connie B Payt
City Clerk

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 record by the City Clerk.

Council Member Bunn made a motion to adopt Resolution No. R-2016-02. Council Member Watts seconded said motion and upon vote, results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Phillips

NAYS: None

The Mayor declared Resolution No. R-2016-02 adopted this the 7th day of March, 2016.

Jon G. Graham, Mayor

ATTESTED BY:

Connie B. Payton, City Clerk

I, the undersigned, Clerk of the City of Calera, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 7th day of March, 2016, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City of Calera this 7th day of March, 2016.

City Clerk, Connie B. Payton

PROCLAMATION

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

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

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

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

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

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

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

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

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 5, 2016.

THEREFORE, BE IT RESOLVED that I, Jon G. Graham, Mayor of Calera, do hereby proclaim April 5, 2016, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city and thank those who serve; and to find ways to give back to their communities.

Signed on this the 7th day of March, 2016

Jon G. Graham, Mayor of Calera

Council Member Watts made a motion to proclaim April 5, 2016 as National Service Recognition Day. Council Member Montgomery seconded said motion which was carried unanimously.

GUESTS:

Randy Krueger with Calera Acts of Kindness updated the Mayor and Council concerning the recent changes made with AOK. We have decided to open to the serve the citizens of Calera the first Friday and Saturday of each month instead of having two big events each year. With AOK moving to in this new direction this will allow us to better serve the needs of the people. Mr. Krueger thanked the Mayor and Council for allowing AOK to use the Chamber Building.

Council Member Phillips made a motion to adjourn the meeting at 6:58 p.m.

Approved this 21st day of March, 2016.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk