

The DeKalb County Commission met in regular session on Tuesday, December 28, 2010 at 10:00 a.m. in the DeKalb County Activities Building (Courthouse Annex). Those present were Ricky Harcrow, President, Ed Nix and Dewitt Jackson. Those absent were Chris Kuykendall.

The meeting was called to order by President Harcrow, with Commissioner Jackson delivering the invocation and Jimmy Wright leading the Pledge.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to dispense with the reading of the minutes and to accept them as presented in written format.

Old Business (CR 362):

Mr. Nix addressed the Commission regarding CR 362. He said he had talked to several people about the vacation of a portion of this road and he would like to make a motion to leave the road open as is.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to not vacate CR 362.

County Engineer Ben Luther addressed the Commission concerning the bid for a Vibratory Roller. Bids were opened on December 13, 2010 and one bid was received from Thompson Tractor in the amount of \$57,824.44.

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to award the bid to Thompson Tractor in the amount of \$57,824.44 for a vibratory asphalt roller.

County Administrator Matt Sharp addressed the Commission on behalf of the Sheriff's Office stating that they wanted to hire Melissa Cook to replace Rochelle Hall as a Correctional Officer in the Jail.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to hire Melissa Cook as a Corrections Officer.

Mr. Sharp also informed the Commission that the Sheriff's Office had a request to declare 24' Motorola CP200 radioschargers as surplus property from the jail.

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to declare 24 Motorola CP200 radios and chargers as surplus.

Mr. Sharp notified the Commission that Gloria Jean McCord called this past week stating that she had fell at the Courthouse the day before Thanksgiving and broke her leg. She requested the County pay her 20% match on her disability/medicare bill. Mr. Sharp said he asked her to send a letter to that effect and that he would present it to the Commission to be submitted to the County's Liability Insurance Carrier.

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to forward the above claim to Meadowbrook/ASI for final disposition.

Mr. Sharp also addressed the Commission concerning the Rural Transportation Annual Vehicle Training workshop in Decatur January 20th. Ms. Brewer had requested to send Glenda Crumley and Judson Davidson.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to authorize travel for training for Glenda Crumley and Judson Davidson.

Mr. Sharp requested that he be authorized to attend the County Financial Administration Workshop in Birmingham on February 10-11.

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize travel and training for Matt Sharp to attend the County Financial Administration Workshop.

Mr. Sharp requested the Commission to pass a resolution authorizing work on State Hwy 35 at the new entrance to the JSU Field School near Little River Canyon.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to authorize the President to sign a resolution regarding work on State Hwy 35 at the JSU Field School:

RESOLUTION NUMBER 10-1228-01

BE IT RESOLVED, by the DeKalb County Commission that the County enters into an Agreement with the state of Alabama; acting by and through the Alabama Department of Transportation for:

The County will erect a sign on Alabama Highway 35 near and on the behalf of the JSU Field School near the new Bridge over Little River on the DeKalb-Cherokee County line. The County will be responsible for maintaining the sign.

Which agreement is before the County, and the agreement be executed in the name of the County, by its President, for and on its behalf and that it be attested by the County Administrator and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County Administrator.

Passed, Adopted and approved this 28th day of December, 2010.

ATTESTED:


Ricky Harcrow, President


Matt Sharp, County Administrator

I, the undersigned County Administrator for the DeKalb County Commission, State of Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the DeKalb County Commission named therein, at a regular meeting meeting held on the 28th day of December, 2010, and that such resolution is on file in the office of the County Administrator

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the DeKalb County Commission this 28th day of December, 2010.


Matt Sharp, County Administrator

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE INSTALLATION AND MAINTENANCE
OF SPECIAL DIRECTIONAL AND/OR POLITICAL BOUNDARY SIGNS
COUNTY GOVERNMENTS**

THIS AGREEMENT entered into this the 28th day of December, 2010, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE, and DeKalb County, Alabama hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to install, maintain and/or landscape special directional and/or governmental boundary sign(s) limits on State Right of Way located and described as follows:

Entrance to Jacksonville State University, Little River Canyon Field School on Alabama Highway 35, across from Alabama Highway 176 on the DeKalb County side of the new bridge on Little River.

WHEREAS, the right-of-way should be preserved in a safe and functional condition.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The special directional sign will be twelve (12) feet wide x six (6) feet high and will be mounted on twelve (12) inch posts topped by a six (6) foot awning.
2. The sign designs, fabrication materials and support posts will be subject to approval by the STATE and will be shown on the plans previously submitted to and approved by the STATE, which are hereby made a part of this Agreement by reference, and the signs will be located and installed as shown on the plans.
3. The signs will be installed at or near the right-of-way line or other designated area approved by the STATE to provide adequate sight distance. No signs will be allowed in the median area of a divided highway.
4. All grading on the right-of-way by the APPLICANT will be confined to the limits of the work site.
5. All work shall be subject to the inspection and approval of the STATE and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.
6. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.
7. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.
8. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and, in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavating waste from trucks or other equipment. On completion of work all excess material will be removed from the right-of-way by the APPLICANT.
9. All disturbed areas will be top soiled, grassed and fertilized by the APPLICANT in accordance with standard specifications of the STATE, and to the satisfaction of the STATE.
10. No drainage structures or channels will be changed or altered by the APPLICANT other than shown on the approved plans.

11. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices (MUTCD), of record in the Alabama Department of Transportation.
12. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the Applicant to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.
13. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of the State.
14. The APPLICANT will comply with any and all existing ordinances, laws, and zoning regulations, applicable under this Agreement or to the work provided for herein.
15. Any planting and/or landscaping required shall be agreed upon between the STATE and the APPLICANT and a Cooperative Planting Memorandum of Understanding will be attached to this Agreement as a part of the Agreement.
16. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the work applied for by APPLICANT.
17. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$1,000 to guarantee the faithful performance of this permit contract in its entirety. To ensure the accomplished work and highway work area is maintained in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 16. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the APPLICANT.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized.

Mr. Harcrow asked for a motion to adjourn. Mr. Jackson made a motion to adjourn. Mr. Harcrow adjourned without objection.

Ricky Harcrow, President

Ed Nix, Commissioner District II

Chris Kuykendall, Commissioner District III

Dewitt Jackson, Commissioner District IV