

**PUBLIC HEARING
CHAMBERS COUNTY COMMISSION
REGENERATION LLC AGREEMENT BETWEEN
CHAMBERS COUNTY COMMISSION, CITY OF LANETT AND CCDA**

The Chambers County Commission held a public hearing on Monday, June 18, 2016 at 3:45 p.m. CST concerning the Petition of Regeneration, LLC to remove property from Industrial Status. The following commissioners were in attendance: Chairman Joe Blanks, Commissioners Charlie Williams, James Brown, Henry Osborne, David Eastridge and Debbie Wood. County Manager Chambers was also in attendance.

Chairman Blanks brought the hearing to order, he thanked those that were there and turned it over to Attorney Skip McCoy. Atty. McCoy then announced that this was a public hearing concerning Petition of Regeneration, LLC to remove property from Industrial Park Status, he then shown the parcel that was in Industrial Park Status.

Attorney McCoy stated that Mr. Roy Grainger, Sole Member and Managing Member of Regeneration, LLC was present. Attorney McCoy stated that this involves what is known as the Lanett Mill property. There are two tracts of land, the first tract is close to 1st Street-the bleachry was located on this tract. A small portion of this tract has been sold to Sandy's Service Center. There is a total of Twenty-seven (27) acres that would be removed from Industrial Park Status. Attorney McCoy states that Mr. Grainger would be appearing at the Lanett City Council Meeting to ask them to annex this property into the City.

Attorney McCoy asked if Mr. Grainger had anything he would like to say. Mr. Grainger stated that he felt that it would be a good move for the county and the area to promote different types of development on the property. In the agreement it said to remove all buildings – there is a question regarding the removal of the five story building that was still on the property in the Northeast section and that he had had it looked at by an inspector about a year or so the building is a very sound structure, there have been several that have looked at it.

Attorney McCoy stated that in the contract it says everything to be removed by October 1st, there could be a possibility of amending the amendment if there proves to be someone interested in the building. This would require the Commission, the City and the CCDA to agree to the amendment of the contract.

Commissioner Eastridge asked for clarification – the part that was sold to Sandy's Service Center will remain in industrial park status. Attorney McCoy stated that it would. 911 Director Donnie Smith asked if it outlined any long term plans for the property such as any green space or recreational space or just to get it cleaned up? Attorney McCoy states to just get it cleaned up and then it would be up to Mr. Grainger as to how best it would be to market it. There is an option for the CCDA or the County to buy it.

There was no more discussion and the public hearing was adjourned.

CHAMBERS COUNTY COMMISSION MEETING.....JUNE 20, 2016

The Chambers County Commission met on Monday, June 20, 2016, at 4:00 P.M. CST with the following members in attendance: Chairman Joe Blanks, Commissioners Charlie Williams, James Brown, Henry Osborne, David Eastridge and Debbie Wood. Engineer Harvill, County Attorney McCoy and County Manager Chambers were also present.

PUBLIC COMMENTS FROM CITIZENS

Mr. Dan Hagar addressed the Commission with regards to boat trailer tags and the way in which he was treated when he applied for a tag. Commissioner Wood states that she is embarrassed at how he was treated and apologies on behalf of the commission.

Mr. Ken McMillen of the County Extension brought some items from the County Farmers Market that open this date and passed them among the Commissioners. Mr. McMillen states that it has taken a year and a half to get to this point, a lot of people and agencies were involved in the opening of the Market.

Ms. Martha Gatlin, Chairperson of the County Museum stated that she had spoken with County Attorney McCoy about doing some work for the Chambers County Museum. She asked if it would be allowed for him to assist her. Attorney McCoy stated that Ms. Gatlin thought that since he was the counties attorney and this is concerning the County Museum that he would be able to assist her. He explained to her that he works for the County Commission and could not assist without the Commission’s approval. Commissioner Wood asked if it was going to take a tremendous amount of hours, attorney McCoy stated that at this point he would have to check the title to see who the Museum belongs to. Commissioner Wood asked Attorney McCoy to check the title to the property to see if Chambers County has ownership interest. Ms. Gatlin stated that the Mayor of LaFayette has allowed help with some electrical problems at the Museum.

MINUTES AND WARRANTS PAYABLE

Commissioner Williams motioned to adopt the June 6, 2016, minutes and warrants payable. Commissioner Osborne seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve the June 6, 2016, minutes and warrants payable.”

**AGENDA AMENDMENT
AND
AGENDA APPROVAL**

County Engineer Harvill asked if the Commission would allow an amendment to the agenda for business that was discussed in the Human Resources meeting. Commissioner Brown motioned

to approve the amendment and Commissioner Eastridge seconded the motion. Commissioner Wood asked that the agenda be amended to allow Ms. Gatlin's request to be put on the agenda as well. Commissioner Osborne seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve the June 20, 2016, agenda as presented with the two amendments."

**RESOLUTION: CHAMBERS COUNTY HIGHWAY DEPARTMENT
ON CALL POLICY
JOSH HARVILL COUNTY ENGINEER**

County Engineer requested a resolution to accept the County Highway Departments On-Call Policy (see pages 852-853). Request comes from the Human Resources Committee with a first and a second. It was **approved** by the "I" vote.

RESOLVED: "To accept the County Highway Departments On-Call Policy (see pages 852-853)."

**RESOLUTION: STATE COOPERATIVE AGREEMENT
EMP GRANT
DONNIE SMITH DIRECTOR 911**

Donnie Smith, 911 Director requested resolution to approve State Cooperative Agreement EMP Grant (see page 854). Commissioner Eastridge motioned to approve the amendment and Commissioner Osborne seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve State Cooperative Agreement EMP Grant (see page 854)."

**RESOLUTION: FEDERAL SUBAWARD
EMP GRANT
DONNIE SMITH DIRECTOR 911**

Donnie Smith, 911 Director requested resolution to approve Federal Subaward EMP Grant (see pages 855-860). Commissioner Wood motioned to approve the amendment and Commissioner Brown seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve Federal Subaward EMP Grant (see pages 855-860)."

**RESOLUTION: LAFAYETTE COURTHOUSE ANNEX
ROOF COATING BID**

Commissioner Brown of the Public Facilities Committee noted that the resolution came from committee with a first and a second to accept the bid for the LaFayette Courthouse Annex Roof coating Bid to the lowest bidder (Pages 861-863). Commissioner Wood requested more information from the lowest bidder in regards to specifications and warranty.

NO FUTHER ACTION TAKEN

**RESOLUTION: PETITION TO REMOVE REGENERATION, LLC.
FROM INDUSTRIAL STATUS #06.20.16
COUNTY ATTORNEY MCCOY**

County Attorney Skip McCoy requested a resolution to remove Regeneration, LLC from Industrial Park Status (see pages 864-877). Commissioner Wood of the Rules, Ways and Means Committee noted that the resolution came from committee with a first and a second to remove Regeneration, LLC from Industrial Park Status. It was **approved** by the “I” vote.

RESOLVED: “To remove Regeneration, LLC from Industrial Park Status (see pages 864-877).”

**RESOLUTION: RECEIVE BIDS
FOR BRIDGE REPAIRS
JOSH HARVILL COUNTY ENGINEER**

County Engineer requested a resolution to receive bids for the repairs to Bridge 168 on CR 92 over Oseligee Creek, Chambers County Project Number 09-11-16. Commissioner Brown motioned to approve the amendment and Commissioner Eastridge seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To receive bids for the repairs to Bridge 168 on CR 92 over Oseligee Creek, Chambers County Project Number 09-11-16.”

**RESOLUTION: SOUTHEAST REGION JOINT
BIDDING PROGRAM AGREEMENT
JOSH HARVILL COUNTY ENGINEER**

County Engineer requested a resolution to execute an agreement to join and participate in the Southeast Region Joint Bidding Program (Pages 878-880). Commissioner Wood motioned to

approve the amendment and Commissioner Brown seconded the motion It was **approved** by the "I" vote.

RESOLVED: "To execute an agreement to join and participate in the Southeast Region Joint Bidding Program."

**RESOLUTION: ALABAMA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT AGREEMENT
JOSH HARVILL COUNTY ENGINEER**

County Engineer requested a resolution to execute an agreement between Chambers County and the Alabama Department of Environmental Management for the removal of solid waste and scrap tires/materials on CR 155 near Milltown (Pages 881-885). Commissioner Brown motioned to approve the amendment and Commissioner Eastridge seconded the motion It was **approved** by the "I" vote.

RESOLVED: "To execute an agreement between Chambers County and the Alabama Department of Environmental Management for the removal of solid waste and scrap tires/materials on CR 155 near Milltown."

**RESOLUTION: BID INQUIRY #1595
OIL/GREASE/TRANSMISSION FLUID BID
JOSH HARVILL COUNTY ENGINEER**

County Engineer requested a resolution to award the bid for Oil/Grease/Transmission Fluid Inquiry #1595 to the lowest bidder Davison Oil (Page 886). Commissioner Osborne motioned to approve the amendment and Commissioner Wood seconded the motion It was **approved** by the "I" vote.

RESOLVED: "To award the bid for Oil/Grease/Transmission Fluid Inquiry #1595 to the lowest bidder Davison Oil."

OLD BUSINESS

Commissioner Eastridge asked Captain Jason Fuller about the bids on the solid waste contract. Captain Fuller stated that seven bids had been mailed out and two had called with questions. Four other companies have seen the ad in the paper and have called to request bid packets.

STAFF REPORTS

County Attorney McCoy stated that the county had had favorable responses to the ad for Corrections Director position. We have received twelve resumes and Ms. Chambers will be coordinating a meeting soon for that committee. Attorney McCoy states as to the solid waste bids everything is to be submitted by June 27, 2016; tentatively we are going to look at awarding the bid at our first meeting in July which will be July 5th.

County Manager Chambers stated that she wanted to make sure that each of the Commissioners received the Budget calendar that she had proposed for the Rules, Ways & Means Meeting work session for the 2017 Budget.

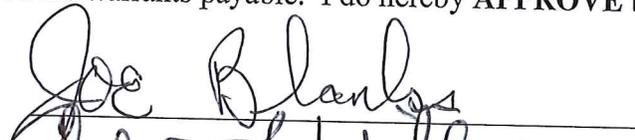
Commissioner Williams stated that he had noticed in the paper that the city elections were to be held at Sikes Elementary School instead of Lanett High School. Attorney McCoy stated that Commissioner Williams is correct, that the city elections are held at the elementary school and the state election at Lanett High. Commissioner Eastridge asked if Engineer Harvill could make a few comments with regards to Stanley Sellers. Commissioner Eastridge states that Mr. Sellers was our bridge engineer for 33 years this August had passed away this past Sunday. Engineer Harvill states that Mr. Sellers had participated in building half of the bridges in our county.

Chairman Blanks announced that the next Commission meeting would be Tuesday, July 5th at 4:00.

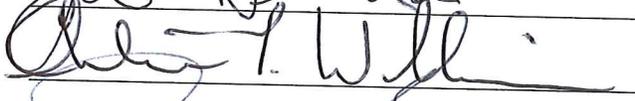
MEETING ADJOURNED

I have read the minutes and reviewed the warrants payable. I do hereby APPROVE the minutes and warrants payable.

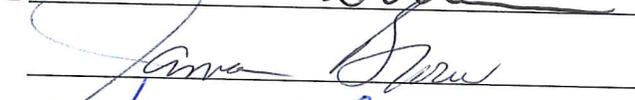
Chairman Joe Blanks



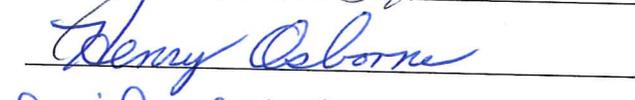
Commissioner Charlie Williams



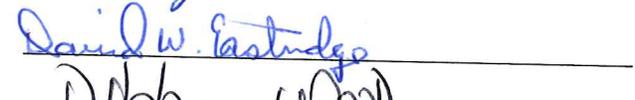
Commissioner James Brown



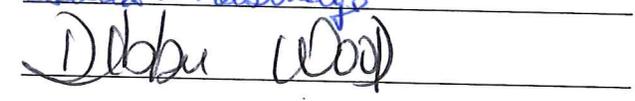
Commissioner Henry Osborne



Commissioner David Eastridge



Commissioner Debbie Wood



Chambers County Highway Department On-Call Policy

ADOPTED: June 20th 2016

- ***During the days an employee is scheduled for On Call:***
Employees will receive one hour extra per day.
- ***During a Commission Approved Holiday or Mandatory Shut-down Week:***
Scheduled On-call employees will receive two hours extra per day.
During Mandatory Shut-Down weeks, Saturday and Sunday are also included for two hours per day.
- ***If an employee not designated on the Emergency Call Out List is called out:*** They will receive regular pay unless they have physically worked 40 hours or the call out qualifies as an emergency call out as defined below.
- On-call employees who work late will not qualify for automatic overtime for those hours unless the work qualifies as an Emergency Call Out as defined below.
- An On-call employee is required to ensure the County responds to the call within an hour; therefore, personal travel must be restricted or prior plans made with other On-Call employees in order to meet the one hour time requirement.

Emergency Call Outs: All highway department employees are eligible for call out. You must be called out by 911 or an employee from the Emergency Call List, designated by the County Engineer. In the event you encounter an emergency, after hours, without being called out: report it to 911 with a description and your name, advise 911 that you are an employee of the Highway Department and that you will take care of the problem or that you need assistance from the On-Call employee. An employee responding to emergency after hours shall be guaranteed a minimum of 2 hours each time he/she assists in a call out. However, time and half will not be calculated on the 2 hours unless you're time

invested in the emergency is 1.5 hours or more. Such time shall be computed from the time the employee leaves his/her non-job site and returns to that point. An emergency, after hours, work report shall be filled out for every after hours call out. Employees are eligible for Annual/Holiday Pay plus Emergency Pay for emergency call outs that occur during Commission approved Holidays and Mandatory Shut Down Weeks.

Approved at the regularly scheduled meeting of the Chambers County Commission, the 20th day of JUNE, 2016.



Chambers County Commission Chair
Joe Blanks

**COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

- 1. Grantee: Chambers Co. EMA
- 2. Effective Dates: 10/01/15 – 09/30/16
- 3. Issuing Agency: Alabama EMA
5898 County Road 41
P.O. Drawer 2160
Clanton, AL 35046-2160
- 4. CA Number: 16EMA
- 5. Total State Allocation: \$1,525.00

The Director/Coordinator will ensure that state funding is used for the sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds.

It is also agreed that the Alabama Emergency Management Agency Director can elect to withhold or withdraw funds from the Local EMA for not completing program activities and not providing a justification statement explaining the reason why the activity was not accomplished.

Subgrantee agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant will be submitted by October 31, 2016; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, equipment, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with the Department of Homeland Security rules regarding the ISIP, the BSIR, and other provisions of this grant.

Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Certification By County Official Authorized To Sign:

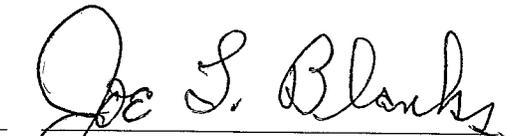
I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.



Art Faulkner, Director
Alabama Emergency Management Agency



Local EMA Director/Coordinator



Joe S. Blanks
Chief Elected Official

05/25/16

Date

6.20.16

Date

6.20.16

Date

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

| | |
|--|--|
| 1. Grantee: Chambers Co. EMA | 2. Effective Dates: 10/01/2014-09/30/2015 |
| 3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160 | 4. FAIN: EMW-2015-EP-00016 |
| 5. CA Number: 5EMS | |
| 6. Federal Allocation: | \$10,673.00 |
| 7. CFDA #: 97.042 | 8. Federal Award Date: 06/26/2015 |
| 9. Total Federal Award: \$5,780,028.00 | |

Subrecipient has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "Fiscal Year 2015 Emergency Management Performance Grants (EMPG)" and concurs with the terms and conditions contained therein. Please reference the following websites for EMPG Program Guidance to ensure you are in compliance http://www.fema.gov/media-library-data/1438020444107-4db58a4f1c24b3bd0962b8327652df5b/FY_2015_EMPG_Fact_Sheet_Allocations.pdf. Also reference AEMA 2015 EMPG Guidance for Counties located on the AEMA County Intranet.

Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Section; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant will be submitted by October 30, 2015; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient agrees that, as a recipient of a Federal contract and/or grant, federal funds will not be expended for cost incurred to encourage, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action to increase the appropriation for EMPG funding or to amend any restrictions placed on EMPG funding. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient agrees that the AEMA Director or his designated agent may elect to withhold or, with ten days' notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Certification By County Official Authorized To Sign:

I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Subrecipient will not supplant state or local funds.



 Art Faulkner, Director
 Alabama Emergency Management Agency



 Local EMA Director/Coordinator



 Chief Elected Official

06/01/16

 Date

6-20-16

 Date

6-20-16

 Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB Circulars, as applicable: 2 C.F.R. Part 200A). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and Subawards including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative requirements for Grants and Subawards to State and Local Governments.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
3. **Audit Requirements:** The subrecipient agrees to comply with the requirements of OMB Circular 2 C.F.R. Part 200. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB 2 C.F.R Part 200. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to the appropriate AEMA Section and maintain appropriate backup documentation to support the reports.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

Bidding Requirements: The subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R Part 200, as applicable, i.e. copies of invoices, receipts, or checks.

9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.**
10. **Term of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) the accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipient s must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipient s should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient . Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
 - b. Use and Disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse AEMA for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.
17. **Americans with Disabilities Act of 1990 (ADA):** The subrecipient must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipient s, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. **Debarment Certification:** With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions" form.
22. **Drug-Free Workplace Certification:** This certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by the state agency subrecipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or "Special Conditions" placed on the grant award.
25. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed on the grant award by AEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.
26. **Suspension or Termination of Funding:** AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriation Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
27. **National Incident Management System (NIMS):** The subrecipient agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.

- 29. **Emergency Operations Plan (EOP):** In accordance with FY 15 Federal Emergency Management Performance Grant Guidance the subrecipient agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released September 2010. The subrecipient shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operations plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subrecipient s must update their EOPs once every two years.
- 30. **Plan Analysis Tool:** In accordance with FY 14 Federal Emergency Management Grant Guidance the subrecipient agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at <http://www.fema.gov/plan>. The subrecipient is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.
- 31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 14 Federal Emergency Management Performance Grant Guidance all subrecipient s shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
- 32. **Exercise Requirement:** In accordance with FY 15 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall participate in no less than three exercises in a 12 month period. And an After Action Report/Improvement Plan (AAR/IP) will be completed and submitted to hseep@dhs.gov and aemaempg@ema.alabama.gov after conduct of said exercise.
- 33. **Training Requirement:** In accordance with FY 15 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall complete the following training requirements, record proof of completion, and forward proof to completion to AEMA.

NIMS Training:

- IS 100
- IS 200
- IS 700
- IS 800

FEMA Professional Development Series:

- IS 120
- IS 230
- IS 235
- IS 240
- IS 241
- IS 242
- IS 244

Previous versions of the IS courses meet the NIMS training requirements. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

- 34. **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents, describing projects or programs funded in whole or in part with Federal funds.
- 35. **Meeting Requirement:** All recipients agree that they will attend the two mandatory meetings scheduled by AEMA Director or his designee.

Bid Sheet

Project: LaFayette Courthouse Annex Roof Coating
Downtown LaFayette, AL
(Per Specifications Dated March 2016, 2016)

Contractor Name: Blanston Restorations, INC

Address: P.O. Box 195 Lafayette AL

Contact Number: 334 497 0146

Email Address: Blan24-7@Bellsouth.net
(Optional)

Total Bid Amount: \$ 29,291⁰⁰-

Contractor Signature: [Signature]

Date: May 16 2016

Bid Sheet

RECEIVED MAY 09 2016
9:58 a.m.

Project: LaFayette Courthouse Annex Roof Coating
Downtown LaFayette, AL
(Per Specifications Dated May-8, 2016)

Contractor Name: Randy Gilbert

Address: 7936 Hwy 431 South

Contact Number: Owens, Cross Roads, AL 35763

Email Address: 256-714-9297
(Optional) Randy Gilbert 7 at yahoo.com

Total Bid Amount: \$ 37,000⁰⁰ - 39,000⁰⁰

Contractor Signature: Randy Gilbert

Date: MAY-8-2016

This bid is for Acrylink A system
OR Roof-Tek Silicone Series 2200.

GILBERT'S CONTRACTING SERVICES
7936 HWY 431 SOUTH
OWENS CROSS ROADS , AL. 35763
256-714-9297

THE BID I'M QUOTING IS FOR THE ACRYLINK G OR THE ROOF TEC 2200 SERIES SILICONE

THE TPO MEMBRANE YOU HAVE ON THE ROOF WILL REQUIRE THIS FOR THE TEN
YEAR WARRANTY FROM EITHER COMPANY.

ALL THE ROOF IS TO BE CLEANED WITH EITHER ISOCLEAN OR ROOF PREP 500

THEN TESTED FOR BONDING STRENGTH

THEN ALL SURFACE TO BE PRIMED WITH EITHER ISOPRIME OR PRIME TEC NUMBER 11

THEN COATED TWICE WITH ACRYLINK G OR SILICONE 2200 SERIES

SILICONE IS A MUCH BETTER CHOICE FOR YOUR TPO ROOF TYPE
IT WILL STAND PONDING WATER AT A MUCH HIGHER RATE

TO: THE COUNTY COMMISSION)
)
 OF CHAMBERS COUNTY, ALABAMA)

**PETITION FOR REMOVAL OF
 CERTAIN REAL PROPERTY FROM INDUSTRIAL PARK STATUS**

COMES NOW the undersigned Regeneration, LLC, an Alabama Limited Liability Company, and pursuant to the provisions of Section 11-23-7, et seq., Code of Alabama, 1975, does hereby petition the County Commission of Chambers County, Alabama to remove the hereinafter described real property from industrial park status, to-wit:

PARCEL I:

Commence at an iron pin located at the intersection of the Southerly Margin of 3rd Street South and the Westerly Margin of South 1st Avenue and also being known as the Northeast Corner of Block No. 37 of Lanett Mill Division, Map Book 3, Pages 10-17, Chambers County, Alabama; thence along the South side of said 3rd Street South, South 74 degrees 54 minutes 16 seconds East for a distance of 244.60 feet to a concrete monument located on the West side of U.S. Highway 29; thence leaving said South side and along said West side North 40 degrees 25 minutes 18 seconds East for a distance of 182.60 feet to an iron pin located on the East side of U. S. Highway 29 and the POINT OF BEGINNING for the herein described parcel of land; thence leaving said West side and along said East side North 15 degrees 04 minutes 54 seconds East for a distance of 601.47 feet to an iron pin; thence leaving said East side South 76 degrees 23 minutes 12 seconds East for a distance of 174.53 feet to an iron pin; thence North 11 degrees 41 minutes 24 seconds East for a distance of 108.08 feet to an iron pin; thence South 84 degrees 34 minutes 12 seconds East for a distance of 70.45 feet to an iron pin located on the West right-of-way (100 feet) of CSX Railroad; thence along said West right-of-way South 05 degrees 26 minutes 19 seconds West for a distance of 826.55 feet to an iron pin; thence leaving said West right-of-way North 74 degrees 26 minutes 26 seconds West for a distance of 209.14 feet to a set mag-nail; thence North 15 degrees 44 minutes 22 seconds East for a distance of 86.11 feet to an iron pin; thence North 74 degrees 26 minutes 52 seconds West for a distance of 167.84 feet to the POINT OF BEGINNING. Containing 4.91 acres, more or less, and lying in and being a part of Fractional Section 25, Township 22 North, Range 28 East, City of Lanett, Chambers County, Alabama.

The above-described parcel containing 4.91 acres, more or less, is more fully shown and referenced as "Tract 1" on the survey entitled, "Boundary Survey of WestPoint Stevens Bluffton Facility and One Outparcel", dated August 29, 2008, and being prepared by Larry E. Speaks, AL Registered Land Surveyor No. 7349. Said survey is recorded in Plat Book G, Slide 5, Document #2016-1908, in the Office of the Judge of Probate of Chambers County, Alabama.

LESS AND EXCEPT:

Commence at an iron pin located at the intersection of the Southerly Margin of 3rd Street South and the Westerly Margin of South 1st Avenue and also being known as the Northeast Corner of Block No. 37 of Lanett Mill Division, Map Book 3, Pages 10-17, Chambers County, Alabama; thence along the South side of said 3rd Street South, South 74 degrees 54 minutes 16 seconds East for a distance of 244.60 feet to a concrete monument located on the West side of U. S. Highway 29; thence leaving said South side and along said West side North 40 degrees 25 minutes 18 seconds East for a distance of 182.60 feet to an iron pin located on the East side of U. S. Highway 29; thence leaving said West side and along said East side North 15 degrees 04 minutes 54 seconds East for a distance of 551.47 feet to an iron pin and the POINT OF BEGINNING for the herein described parcel of land; thence continue along said East side North 15 degrees 04 minutes 54 seconds East for a distance of 50.00 feet to an iron pin; thence leaving said East side South 76 degrees 23 minutes 12 seconds East for a distance of 174.53 feet to an iron pin; thence North 11 degrees 41 minutes 24 seconds East for a distance of 108.08 feet to an iron pin; thence South 84 degrees 34 minutes 12 seconds East for a distance of 70.45 feet to an iron pin located on the West right-of-way (100 feet) of CSX Railroad; thence along said West right-of-way South 05 degrees 26 minutes 19 seconds West for a distance of 169.76 feet to a cotton spindle; thence leaving said West right-of-way North 76 degrees 23 minutes 12 seconds West for a distance of 266.06 feet to an iron pin and the POINT OF BEGINNING. Containing 0.50 acres, more or less, and lying in and being a part of Fractional Section 25, Township 22 North, Range 28 East, City of Lanett, Chambers County, Alabama.

The above-described parcel containing 0.50 acres, more or less, is more fully shown on the survey entitled, "Boundary Survey for 0.50 Acres More or Less Old Bluffton Facility", dated April 26, 2016, and being prepared by Steven E. Speaks, AL Registered Land Surveyor No. 20897. Said survey is recorded in Plat Book G, Slide 5, Document #2016-1906, in the Office of the Judge of Probate of Chambers County, Alabama.

PARCEL II:

Commence at an iron pin located at the intersection of the Southerly Margin of 3rd Street South and the Westerly Margin of South 1st Avenue and also being known as the Northeast Corner of Block No. 37 of Lanett Mill Division, Map Book 3, Pages 10-17, Chambers County, Alabama; thence along the South side of said 3rd Street South, South 74 degrees 54 minutes 16 seconds East for a distance of 244.60 feet to a concrete monument; thence leaving said South side North 40 degrees 25 minutes 18 seconds East for a distance of 182.60 feet to an iron pin and the POINT OF BEGINNING for the herein described parcel of land; thence South 74 degrees 26 minutes 52 seconds East for a distance of 167.84 feet to an iron pin; thence South 15 degrees 44 minutes 22 seconds West for a distance of 86.11 feet to a set mag-nail; thence South 74 degrees 26 minutes 26 seconds East for a distance of 209.14 feet to an iron pin located on the West right-of-way (100 feet) of CSX Railroad; thence along said West right-of-way South 05 degrees 26 minutes 19 seconds West for a distance of 1612.80 feet to a set mag-nail located on the North side of 10th Street Southeast; thence leaving said West right-of-way and along said North side of the following two (2) courses: (1) South 59 degrees 54 minutes 00 seconds West for a distance of 432.62 feet; (2) North 74 degrees 02 minutes 02 seconds West for a distance of 333.30 feet to a concrete monument; thence leaving said North side North 30 degrees 34 minutes 16 seconds West for a distance of 19.41 feet to a concrete monument located on the East side of U. S. Highway 29; thence along said East side the flowing two (2) courses: (1) North 15 degrees 16 minutes 25 seconds East for a distance of 480.67 feet; (2) North 15 degrees 14 minutes 55 seconds East for a distance of 1486.74 feet to the POINT OF BEGINNING. Containing 22.59 acres, more or less, and lying in and being a part of Fractional Sections 25 and 36, Township 22 North, Range 28 East, City of Lanett, Chambers County, Alabama.

The above-described parcel containing 22.59 acres, more or less, is more fully shown and referenced as "Tract 1" on the survey entitled, "Boundary Survey of Lanett Mill and Two Outparcels", dated August 29, 2008, and being prepared by Larry E. Speaks, AL Registered Land Surveyor No. 7349. Said survey is recorded in Plat Book G, Slide 4, Document #2016-1907, in the Office of the Judge of Probate of Chambers County, Alabama.

Said real property being shown on the three (3) surveys attached hereto and collectively referred to as Exhibit "A" and incorporated herein by reference.

In support of its petition, Regeneration, LLC does show unto said County Commission as follows:

1.

Regeneration, LLC is the owner of fee simple title and a one hundred percent (100%) interest based on assessed value for ad valorem tax purposes of the real property described herein.

2.

All of the real property described herein is wholly within the county boundaries of Chambers County, Alabama and without the boundaries of any municipality.

WHEREFORE, the Petitioner prays:

(A) That the County Commission of Chambers County, Alabama hold such public hearing(s) as may be required under the provisions of Section 11-23-7, Code of Alabama, 1975;

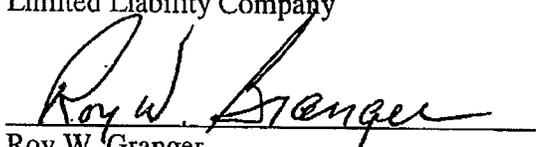
(B) That due notice of the purpose, time and place of such hearing(s) be given by publication in a newspaper of general circulation throughout Chambers County not less than ten (10) days prior to the date set for the hearing; and,

(C) That upon due consideration of this petition, the County Commission of Chambers County, Alabama adopt a resolution removing the real property described herein from industrial park status.

This 3 day of June, 2016.

REGENERATION, LLC, an Alabama
Limited Liability Company

By:


Roy W. Granger

Its:

Sole & Managing Member

STATE OF ALABAMA

COUNTY OF CHAMBERS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Roy W. Granger, whose name as Sole and Managing Member of Regeneration, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of Regeneration, LLC.

Given under my hand and seal this 3 day of June, 2016.



Marie A. Leak

NOTARY PUBLIC

My Commission Expires: 06-26-2019

PREPARED BY LAW OFFICES OF:

JOHNSON, CALDWELL & McCOY, LLC
117 North Lanier Avenue, Suite 201
Lanett, AL 36863
(334) 644-1171 Telephone
(334) 644-7657 Facsimile

BOUNDARY SURVEY OF LANETT MILL AND TWO OUTPARCELS LOCATED IN FRACTIONAL SECTIONS 26 & 30, T-22-N, R-28-E, CHAMBERS COUNTY, ALABAMA

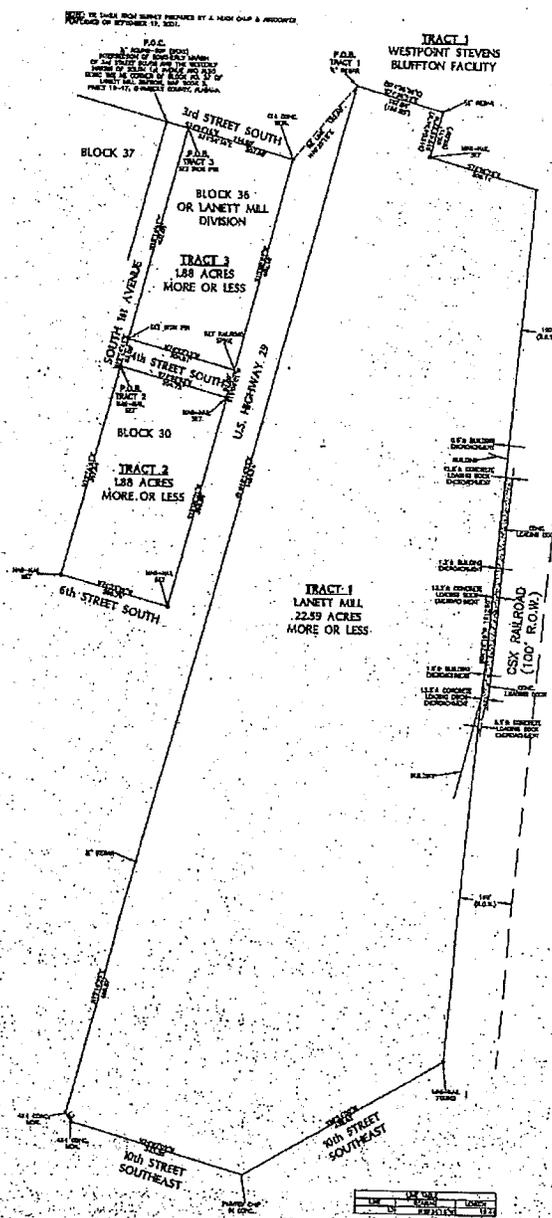


LEGEND: CONCRETE, FILL, SAND, GRAVEL, ASPHALT, etc.



SCALE: 1"=100'

LEGEND: CONCRETE, FILL, SAND, GRAVEL, ASPHALT, etc.



STATE OF ALABAMA, CHAMBERS COUNTY. Tract 1, Tract 2, Tract 3. Survey description and legal text.

Surveyor signature: Larry C. Speares

DATE DRAWN: 6-20-16



THIS SURVEY IS VALID WITHOUT ANY FURTHER SURVEY OR RECORDATION OF THE SURVEY.

STATE OF ALABAMA

CHAMBERS COUNTY

RESOLUTION NO. 06.20.16

WHEREAS, Regeneration, LLC, an Alabama Limited Liability Company, acquired the hereinafter described property by deeds from WP Properties Lanett, LLC, a Delaware Limited Liability Company, and from Industrial Service & Supply, Inc., which deeds are duly recorded at Document # 2008-4245 and Document # 2011-2629 in the Office of the Judge of Probate of Chambers County, Alabama; and,

WHEREAS, said property is currently located in an existing industrial park which was previously established for this property by the County Commission of Chambers County, Alabama; and,

WHEREAS, under the provisions of Section 11-23-7 of the Code of Alabama, 1975, once granted, industrial park status property can be removed therefrom by the granting authority if the industry located therein requests removal therefrom; and,

WHEREAS, Regeneration, LLC has made application to the Chambers County Commission seeking to have the property removed from industrial park status. A public hearing was held before this Commission on June 20, 2016, after publication of notice thereof, and the Commission having considered the public comments therefrom, the Commission is of the opinion that the request is due to be granted. It is therefore,

RESOLVED that the request of Regeneration, LLC to remove property from industrial park status is hereby granted and from this date forward, the following described property is removed from industrial park status:

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FURTHER RESOLVED that this Resolution shall become effective thirty (30) days from its adoption as provided under the provisions of Section 11-23-7 of the Code of Alabama, 1975. The Clerk shall promptly forward a copy of this Resolution to Regeneration, LLC for recording in the real estate records of Chambers County, Alabama.

Adopted this the ____ day of _____, 2016.

CHAMBERS COUNTY COMMISSION

ATTEST:

COUNTY MANAGER

CHAIRMAN

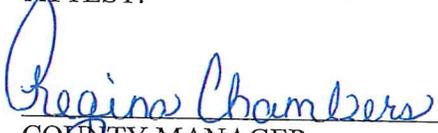
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FURTHER RESOLVED that this Resolution shall become effective thirty (30) days from its adoption as provided under the provisions of Section 11-23-7 of the Code of Alabama, 1975. The Clerk shall promptly forward a copy of this Resolution to Regeneration, LLC for recording in the real estate records of Chambers County, Alabama.

Adopted this the 20th day of June, 2016.

ATTEST:


REGINA CHAMBERS
COUNTY MANAGER

CHAMBERS COUNTY COMMISSION


JOE BLANKS
CHAIRMAN

I, Sherri Foster, Assistant County Clerk of the Chambers County, Alabama Commission, the official body of Chambers County, Alabama, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 06.20.16 adopted by the Chambers County Commission at a regular session on June 20, 2016.

Certified this 20th day of June, 2016.



Sherri Foster
ASSISTANT COUNTY CLERK
CHAMBERS COUNTY COMMISSION
CHAMBERS COUNTY, ALABAMA

RESOLUTION AND AGREEMENT TO PARTICIPATE

WHEREAS, the Alabama Legislature enacted Act No. 2000-153 during the 2000 Regular Session, which act authorizes two or more counties in the state to enter into agreements for the joint bidding and purchase of items required to be bid under Alabama's competitive bid law (Code of Alabama 1975, § 41-16-50 et seq.); and

WHEREAS, **Southeast Region Joint Bid Committee** (hereinafter "the Committee") has agreed to administer a **Southeast Region Joint Bid Program** for counties pursuant to Act No. 2000-153 for the joint bidding of certain equipment, materials, and supplies required to be competitively bid under Alabama's competitive bid law; and

WHEREAS, pursuant to Code of Alabama 1975, § 41-16-21.1 and § 41-16-50, each County desiring to participate in this county **Southeast Region Joint Bid Program** is required to adopt a similar resolution, signifying its desire to participate and its agreement to the terms and conditions of participation; and

WHEREAS, the **Chambers County Commission** desires to join and participate in the **Southeast Region Joint Bid Program** and understands and agrees to the procedures as set out below:

(1) That the **Committee** comprised of each County Engineer or his/her designee shall provide administrative services to the program, and in this regard, shall

- Oversee the development of written specifications for each item to be bid,
- Assign responsibility to member Counties to advertise, write specifications, review and award bids for the particular item(s) to be available for use by all member Counties.
- Provide other services as necessary excluding the awarding of the contracts.

(2) That in order to participate, each County Commission shall forward to the County Commission designated to handle a particular item the names and addresses of each person or company who has submitted a written request to be included in solicitations of bids for a particular item (its "vendor list"), and that following receipt of said vendor lists, the Designated County Commission shall mail appropriate bid specifications to each applicable person or company if that particular item is being bid, as provided in Code of Alabama 1975, § 41-16-54.

(3) Each County shall forward an original copy of the Resolution and Agreement to participate in the **Southeast Region Joint Bid Program** to the **Southeast Region Joint Bid Committee** at **P.O. Box 86, Clayton, AL, 36018**.

(4) That the Designated County Commission will provide the other **Southeast Region** Counties participating in the **Southeast Region Joint Bid Program** with a notice of each

solicitation for bid and in compliance with Code of Alabama 1975, § 41-16-54, All **Southeast Region** County Commissions participating in the **Southeast Region Joint Bid Program** shall post said notice on a bulletin board in the County's purchasing office.

(5) That in compliance with Code of Alabama 1975, § 41-16-54, the **Chambers** County Commission agrees that it shall not be eligible to purchase an item under a contract awarded through the program unless it has posted such notice.

(6) That following the opening of bids, the designated County Commission will serve as awarding authority for the particular items they are responsible for and shall determine the lowest responsible bidder and award any contract bid through the program at a regular meeting of the designated County Commission as announced at the opening of bids.

(7) That participation in the County **Southeast Region Joint Bid Program** is strictly voluntary, and that, subject to the conditions set out in paragraphs 2, 3, 4, and 5, once a contract has been awarded for a particular item bid through the program, the **Chambers** County Commission may purchase that item during the contract period under the terms of and at the price established under the contract, but shall not be required to purchase any particular item under the contract awarded through the program.

(8) That if the **Chambers** County Commission decides to purchase an item other than through the program, it must separately bid that item if such bidding is required by Alabama's competitive bid law.

(9) That following the award of a contract under the County **Southeast Region Joint Bid Program**, purchases of items through the program by the **Chambers** County Commission shall be made directly from the successful bidder by the county pursuant to its own purchasing policy, and that there shall be no joint purchasing agent representing the program or any Counties participating in the program.

(10) That the **Chambers** County Commission shall remain a member of the program so long as it desires and agrees to participate in this **Southeast Region Joint Bid Program** under its terms and conditions, and that the **Chambers** County Commission shall give at least thirty (30) days notice to the other members of the **Southeast Region Joint Bid Program** of its intent to terminate its participation in the program.

(11) That at the expiration of the thirty days termination notice, the **Chambers** County Commission shall be removed from the program and from any correspondence or advertisement regarding the program or any item to be bid under its terms and conditions.

(12) That following its termination from the program, the **Chambers** County Commission shall not be eligible to make purchases under the terms and at the cost of the contract award for a particular item, and will be required to bid each item on its own under the requirements of Alabama's competitive bid law.

(13) That this resolution, once adopted by the **Chambers County Commission**, shall serve as its agreement and contract with all other Counties participating in the county **Southeast Region Joint Bid Program** for the joint bidding of certain items required to be bid under Alabama's competitive bid law.

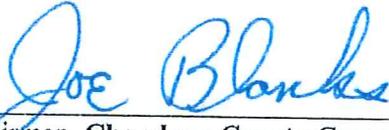
(14) That in order for a County to purchase an item through the County **Southeast Region Joint Bid Program**, it must have joined the program by adopting this resolution prior to the solicitation of bids for that item, but that once the County has joined the program, it shall remain a member, and subject to the conditions set out in paragraphs 2, 3, 4, and 5 above, shall be eligible for the purchase of all items thereafter bid under the program until and unless it terminates its participation as set out in paragraphs 11, 12, and 13 above.

BE IT RESOLVED BY THE Chambers COUNTY COMMISSION that it agrees to all terms and conditions of the County **Southeast Region Joint Bid Program** as set out above, and desires to participate in said program.

BE IT FURTHER RESOLVED that it is the intent of the **Chambers County Commission** by adoption of this resolution to enter into a joint bidding agreement with all other counties participating in the County **Southeast Region Joint Bid Program**.

BE IT FURTHER RESOLVED that a copy of this resolution be immediately forwarded to the **Southeast Region Joint Bid Committee** with a request that the **Chambers County Commission** be included in the county **Southeast Region Joint Bid Program** for all items bid through the program until and unless notified of the County's desire to terminate its participation under the procedures set out in paragraphs 11, 12, and 13 above.

IN WITNESS THEREOF, the **Chambers County Commission** has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 20th day of June, 2016.



Chairman, Chambers County Commission

STATE OF ALABAMA)
)
 MONTGOMERY COUNTY)

**CONTRACTUAL AGREEMENT BETWEEN
 CHAMBERS COUNTY COMMISSION
 AND THE ALABAMA DEPARTMENT
 OF ENVIRONMENTAL MANAGEMENT**

This Agreement is entered into between Chambers County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for The removal and disposal of regulated solid wastes and scrap tires/materials located on County Road 155, Wadley, Chambers County, Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$26,211.75 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The amount of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on . This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S Environmental Protection Agency and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this

Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be 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. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the

settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

19. Requisite Reviews and Approvals

Chambers County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Chambers County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Chambers County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

By signing this contract, 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.

CHAMBERS COUNTY COMMISSION

By: Joe Blanks
Joe Blanks,
Commission Chairman

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2016.

“CONTRACT ATTACHMENT A”**SCOPE OF SERVICES**

This Scope of Services is applicable to the remediation of an unauthorized solid waste dump site funded by the Solid Waste Fund for work performed within the State of Alabama. Chambers County Commission shall provide the following services pursuant to the Contract. Chambers County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies and any other items or activities to provide the following services: removal of all regulated solid wastes, scrap tires, and scrap tire materials present from the following unauthorized solid waste remediation site:

| SITE NAME | ADDRESS | LATITUDE | LONGITUDE |
|------------------|-------------------------|-----------------|------------------|
| County Road 155 | County Road 155, Wadley | 33.06031 | -85.46883 |

This work shall be conducted as outlined in Chambers County Commission’s Remediation Plan received by the Department on May 23, 2016. Submittal of proper documentation of disposal or approved beneficial reuse will be required for all materials removed from the site. Site closure, including hydroseeding, grading, and/or other necessary measures to minimize erosion will be required following materials removal, if ground disturbance occurs during remediation. **Work to be completed within 90 days of contract/interagency cooperative agreement execution.**

2015-2016BID
INQUIRY # 1595

OIL, GREASE, TRANSMISSION FLUID, ETC
SUMMARY SHEET

| | <u>DAVISON OIL</u> | <u>RK Allen Oil CO.</u> | <u>THOMAS OIL</u> |
|------------------------|--------------------|-------------------------|-------------------|
| TOTAL BID PRICE | \$3,726.22 | \$5,045.35 | \$7,188.10 |

RECOMMENDATION: Davison Oil

AWARDED BY COMMISSION:

DATE