CHAMBERS COUNTY COMMISSION MEETING.....OCTOBER 17, 2016

The Chambers County Commission met on Monday, October 17, 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

Chuck Goodwin of Shiloh Baptist Church requested permission to use the Courthouse and facilities for approximately two (2) hours for the 2nd Annual Bail A Thon for the Sheriff's Girls Ranch. He stated that Sheriff Lockhart has committed to have someone present for the event. Attorney McCoy stated that he would discuss with the Sheriff and prepare the necessary documentation. There was a motion from Commissioner Eastridge and a second from Commissioner Osborne. It was **approved** by the **"I"** vote

PUBLIC COMMENTS FROM ELECTED OFFICIALS

Commissioner Wood stated that she had a brief comment regarding some of our individuals that have been under the weather and will be under the weather. Ms. Regina Chambers our County Manager has had surgery on her thumb and came back to work immediately and we appreciate her for that. Ms. Dee Dee Anderson is had her knee surgery and has started her rehabilitation and according to Ms. Regina she is doing well. Commissioner Blanks will go Wednesday to have his other knee done; we want to keep him in our prayers.

AWARDS, PROCLAMATIONS & PRESENTATIONS

Sonny Brasfield of the ACCA presented Senator Gerald Dial with the Outstanding Contribution to County Government award. Senator Dial thanked everyone for the award. Mr. Neil Morrison, Commissioner of the Alabama Department of Senior Services and Mr. Ray Edwards, the Chairman of the Alabama Department of Senior Services, and Commissioner Robert Hamm of Lee County were also in attendance.

Commissioner Osborne presented a Proclamation to Mr. Jim Allen, President of Fredonia Heritage Association. Mr. Allen passed out fliers and invited all the Commissioners and everyone in the meeting to come to the Fredonia Heritage Day on November 5th (see page 1123)

Commissioners Wood and Eastridge presented the 2016 Chambers County Public Service Award to Ms. Bonnie Hamby for her dedicated service to the driver's license department at the Lanett Annex. This is our 1st Public Service Award. Ms. Hamby thanked the Commission and the Probate office for allowing her to be of assistance.

MINUTES AND WARRANTS PAYABLE

Commissioner Wood motioned to adopt the October 3, 2016, minutes and warrants payable. Commissioner Osborne seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To approve the October 3, 2016, minutes and warrants payable."

AGENDA AMENDMENT

County attorney Skip McCoy asked that the agenda be amended to include the USGS/ALDOT grant this comes from the Rules, Ways & Means Committee, if the Commission would consider amending the agenda to include the item of new business. Commissioner Wood motioned to make the amendment and Commissioner Eastridge second the motion. It was **approved** by the **"I"** vote.

AGENDA APPROVAL

Commissioner Wood motioned to approve the agenda and Commissioner Eastridge seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To approve the October 17, 2016, agenda."

RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENT14 ATTY SKIP MCCOY

To adopt a Resolution in Support of Proposed Constitutional Amendment 14 on the November 8th general election ballot. Commissioner Williams motioned to approve the Resolution in Support of Proposed Constitutional Amendment 14 (see page 1124). Commissioner Wood seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To adopt a Resolution in Support of Proposed Constitutional Amendment 14 (see page 1124)."

PETITION TO VACATE ROADWAY FOR AL SOLAR & TORBERT FAMILY ATTY SKIP MCCOY

County attorney Skip McCoy requested that a Public Hearing be set for November 21st at 3:45 CT to hear the Petition to Vacate Roadway for AL Solar & Torbert Family. Commissioner Osborne motioned to approve the Petition to Vacate roadway for AL Solar & Torbert Family and Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To set a Public Hearing for November 21st at 3:45 CT to hear the Petition toVacate roadway for AL Solar & Torbert Family."

CHATTAHOOCHEE HUMANE SOCIETY INC. CONTRACT
ATTY SKIP MCCOY

To approve the contract between Chambers County Commission and the Chattahoochee Humane Society, Inc. (see pages 1125-1131). Commissioner Eastridge motioned to approve the amendment and Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To approve the contract between Chambers County Commission and the Chattahoochee Humane Society, Inc. (see pages 1125-1131)."

CONTRACT BETWEEN CHAMBERS COUNTY COMMISSION AND STRAIN CONSTRUCTION COMPANY CDBG PROJECT NO. CY-CM-PF-15-002
ATTY SKIP MCCOY

To allow Chairman Blanks to execute the contract between Chambers County Commission and Strain Construction Company. (see pages 1132-1133). Commissioner Osborne motioned to approve the amendment and Commissioner Brown seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To allow Chairman Blanks to execute the contract between Chambers County Commission and Strain Construction Company. (see pages 1132-1133)."

CONTRACT FOR COUNTY ENGINEER HARVILL
HUMAN RESOURCES COMMITTEE

Commissioner Williams commented on the excellent work performed by Engineer Harvill. Commissioner Williams noted that the resolution came from a recommendation of the Human Resources Committee with a first and a second to approve the contract for County Engineer Josh Harvill (see pages 1134-1138). It was **approved** by the **"I"** vote.

RESOLVED: "To approve and authorize the Chairman to execute the contract with County Engineer Josh Harvill (see pages 1134-1138)."

CONTRACT FOR COUNTY ATTORNEY SKIP MCCOY
HUMAN RESOURCES COMMITTEE

Commissioner Williams commented on the excellent legal service Attorney McCoy has performed over the years. Commissioner Williams noted that the resolution came from the Human Resources Committee with a first and a second to approve the contract for County Attorney Skip McCoy (see pages 1139-1143). It was **approved** by the **"I"** vote.

RESOLVED: "To approve and authorize the Chairman to execute the contract with County Attorney Skip McCoy (see pages 1139-1143)."

ALDOT
COUNTY ENGINEER JOSH HARVILL

County Engineer Harvill requested a resolution to Partner with ALDOT under a grant application with USGS (3DEP –or- 3D Elevation Program), county committed up to $15,000 split between the 105 and 106 fund pending an agreement between ALDOT and the County. The resolution came from the Rules, Ways & Means committee with a first and a second. It was **approved** by the **"I"** vote.

RESOLVED: "To Partner with ALDOT under a grant application with USGS (3DEP –or- 3D Elevation Program), with county committed up to $15,000 split between the 105 and 106 fund pending an agreement approved by attorney McCoy between ALDOT and the County."

AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND CHAMBERS COUNTY
COUNTY ENGINEER JOSH HARVILL

County Engineer Harvill requested a resolution to approve an agreement between the City of LaFayette and Chambers County (see pages 1144-1147). The resolution came from the Rules, Ways & Means committee with a first and a second. It was **approved** by the **"I"** vote.

RESOLVED: "To approve an agreement between the City of LaFayette and Chambers County (see pages 1144-1147)."

ROOF AND CANOPY MEMBRANE RESTORATION
COMMISSIONER JAMES BROWN

Commissioner Brown requested the commission to accept the bid from Blanton for the Roof & Canopy Membrane Restoration for the Commissions Office (Old Collins Building Roof) (see

pages 1148-1150). Commissioner Eastridge seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To accept the bid from Blanton for the Roof & Canopy Membrane Restoration for the Commissions Office (Old Collins Building Roof) (see pages 1148-1150)."

STAFF REPORTS

NONE AT THIS TIME

Chairman Blanks announced that the next Commission meetings would be Wednesday, November 16th at 4:00 p.m. CST (due to the elections).

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 _____

PROCLAMATION

STATE OF ALABAMA
CHAMBERS COUNTY

HONORING THE 8TH ANNUAL FREDONIA HERITAGE DAY
NOVEMBER 5, 2016

WHEREAS, The Chambers County Commission is aware that the Fredonia Heritage Association plans observance of its eighth annual Heritage Day festival on November 5, 2016; and

WHEREAS, the high quality of Heritage Day offerings – including craft workers, presenters and performers – has made the event a top East Alabama/West Georgia country art & crafts festival, drawing thousands of visitors to this Chambers County event each year; and

WHEREAS, the Commission recognizes Fredonia Heritage Day as an exemplary community effort organized and carried out entirely by unpaid volunteers among the citizens and friends of Fredonia, offering free admission, free parking, free children's activities, day-long on-stage musical entertainment, and educational exhibits and presentations illustrating Fredonia history, as well as excellent holiday shopping opportunities with top area crafters and artists; and

WHEREAS, proceeds of Heritage Day this year and as in the past are committed to support of the Fredonia Heritage Association's non-profit mission to conduct charitable and educational efforts to preserve the rich historical heritage and to protect and promote the welfare of the Fredonia community, including monetary donations and volunteer service community-building work that makes the "Greater Fredonia" area (and beyond) a better place to visit, work and live – with benefits for all of Chambers County; and

NOW THEREFORE, the Chambers County Commission hereby declares and proclaims for all to know its sincere appreciation for Heritage Day and the Fredonia Heritage Association, and its recommendation of support for the November 5th Heritage Day observance by all citizens of Chambers County.

IN WITNESS WHEREOF, We have hereunto set our hands this 17th day of October in the year of our Lord Two Thousand and Sixteen.

Joe Blanks, Chairman, District 3

Debbie Wood, Vice Chairman, District 6

Charlie Williams, District 1

James Brown, District 2

Henry Osborne, District 4

David Eastridge, District 5

RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENT 14

WHEREAS, The Chambers County Commission routinely partners with its State Legislators in Montgomery to pass local legislation for the benefit of the citizens residing in Chambers County, and;

WHEREAS, the Chambers County Commission has supported the passage and enactment of countless local bills that have contributed to a higher quality of life for the residents of Chambers County by providing much needed support for critical public services including, but not limited to, local school systems, volunteer firefighter departments, county sheriffs' offices, workforce development programs, community health organizations, and many more, and;

WHEREAS, a technical issue related to a routine procedural vote in the House of Representatives stands to threaten the execution of thousands of local laws, which would have detrimental and long-term consequences for the citizens of Chambers County and the millions of other Alabamians residing all across this great state, and;

WHEREAS, Act 2016-430 passed during the 2016 Regular Session of the Alabama Legislature proposes a constitutional amendment to ratify and confirm the validity of the procedural vote in question, thereby approving any and all local laws passed by the Alabama Legislature in accordance to the rules of the House or Senate in place at the time of the vote, and;

WHEREAS, ratification of this proposed constitutional amendment would safeguard the communities of Chambers County by preserving the local laws that support the vitally important public services and institutions that the children, senior citizens, small business owners, and hard-working residents of Chambers County have come to utilize on a daily basis, and;

WHEREFORE, BE IT HERBY RESOLVED BY THE CHAMBERS COUNTY COMMISSION that it does hereby urge all registered voters of Chambers County to vote in favor of the constitutional amendment proposed by Act 2016-430, which will appear on the November 2016 General Election Ballot as Amendment 14.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WEREOF, the Chambers County Commission has caused this Resolution to be executed in its name on this 17th day of October, 2016.

Joe Blanks, Chairman District 3

Charlie Williams, District 1

James Brown, District 2

Henry Osborne, District 4

David Eastridge, District 5

Debbie Wood, District 6

STATE OF ALABAMA

COUNTY OF CHAMBERS

CONTRACT

THIS AGREEMENT, made and to be effective as of the 1st day of October, 2016, by and between CHAMBERS COUNTY, ALABAMA, by and through the CHAMBERS COUNTY COMMISSION as the governing body of said county, party of the first part, hereinafter referred to as "COUNTY", and the CHATTAHOOCHEE HUMANE SOCIETY, INC., an Alabama non-profit corporation, party of the second part, hereinafter referred to as "HUMANE SOCIETY".

WITNESSETH:

WHEREAS, COUNTY is required by the CODE OF ALABAMA, 1975 to operate a pound, and,

WHEREAS, COUNTY seeks utilization of an animal shelter facility which would provide for the care, control, management, registration, and if necessary, the merciful disposal of animals within its jurisdiction; and,

WHEREAS, COUNTY and HUMANE SOCIETY deem it desirable to enter into a contractual arrangement whereby HUMANE SOCIETY will provide animal shelter and care services to COUNTY upon the terms and conditions outlined below.

NOW THEREFORE, in consideration of the mutual agreements, covenants, and provisions herein contained, the parties hereto by these presents agree that:

I.

THE HUMANE SOCIETY is the operator of the Chattahoochee Humane Society Animal Shelter, which is located at 3265 Fairfax Bypass in Chambers County, Alabama. HUMANE

SOCIETY agrees that it will, during the term of this contract, continue to operate said shelter, and to keep said shelter open during such hours as are now, or may in the future be established, by the governing body of the HUMANE SOCIETY.

II.

THE HUMANE SOCIETY agrees to assume and discharge all the duties of operating the Chattahoochee Humane Society Animal Shelter, on behalf of COUNTY as required pursuant to Section 3-7A-7, Code of Alabama, 1975, including, but not limited to, the boarding of injured and stray animals which are brought to the shelter. In addition, HUMANE SOCIETY will provide boarding of animals that are being held for evidentiary purposes on a space available basis. At no time will the animal shelter be required to hold any animal(s) for more than ten (10) nights without compensation from COUNTY. HUMANE SOCIETY will not be responsible for assessing or collecting this compensation from individuals. HUMANE SOCIETY reserves the right to refuse to hold more than 25% of its capacity (defined as permanent kennel or non-portable cat/dog cages whether fixed or rolling; outdoor emergency housing and/or portable carriers or cages shall not be construed as capacity) for COUNTY. At no time will the HUMANE SOCIETY be required to hold more than 100% of its capacity.

The HUMANE SOCIETY shall be responsible for the maintenance of suitable and proper shelter for all animals that shall be under its care and custody, and the performance of all duties attendant to the complete recording and disposal of animals, including, but not limited to the following:

A. Maintaining an adoption service for healthy, adoptable animals; and,

B. Maintaining a euthanasia program for those animals that after a reasonable time are not claimed or adopted.

III.

The HUMANE SOCIETY shall perform all animal shelter, pound, and care services required pursuant to all state and county laws and ordinances relating to animals.

IV.

The HUMANE SOCIETY agrees to establish and maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.

V.

The HUMANE SOCIETY agrees it will keep and maintain complete financial records of animal shelter activities and will make them available to COUNTY and make annual report to COUNTY.

VI.

The HUMANE SOCIETY agrees to initiate and maintain a program of education designed to promote the proper care and treatment of animals and to stimulate public support of such treatment and for the enforcement of all applicable laws relating to animal control.

VII.

The HUMANE SOCIETY agrees to observe and comply with all rules, ordinances, regulations, and laws pertaining to animal shelters and pounds and the proper use thereof, which are now in effect or which may be enacted during the term of this Agreement by any county, state, or federal authorities.

VIII.

COUNTY agrees to provide the support of its Sheriff's Department as needed to insure the enforcement of all applicable state and county laws and ordinances pertaining to the regulation of animals and the duties of their owners within the jurisdiction of COUNTY.

IX.

The agreement is made upon the express condition that COUNTY shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever while in or upon the animal shelter premises or any part thereof during the term of this Agreement or occasioned by any occupancy or use of said premises or any activity carried on by HUMANE SOCIETY in connection therewith, and HUMANE SOCIETY covenants and agrees to indemnify and save harmless COUNTY from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, however occurring or damages growing out of same.

X.

COUNTY agrees to pay HUMANE SOCIETY, during the term of this Agreement, the sum of FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE AND 34/100THS DOLLARS ($5,833.34) per month, which amount has been agreed to and approved by the governing body of COUNTY as a legitimate and needed expense. The COUNTY also agrees that any animal placed with HUMANE SOCIETY by COUNTY for "evidence hold" that remains at the shelter for more than ten (10) nights will be subject to an additional fee of TWELVE DOLLARS ($12.00) per night.

XI.

COUNTY and HUMANE SOCIETY agree that this contract shall be effective and in full force for a term of one (1) year beginning October 1, 2016 and ending September 30, 2017.

XII.

The HUMANE SOCIETY and COUNTY specifically agree that any and all questions, disputes, or controversies which might arise regarding the reclamation of an impounded animal by its owner and/or the issuance of a citation as a result of the violation of any ordinance of COUNTY pertaining to animals or animal control shall be answered, settled, or determined by reference to the POLICY MANUAL OF THE CHATTAHOOCHEE HUMANE SOCIETY and to the applicable county and state law pertaining to animals or animal control. HUMANE SOCIETY is not an agent of COUNTY for the purpose of issuing citations for the violation of any ordinances of COUNTY pertaining to animals or animal control, and the duties and responsibilities of HUMANE SOCIETY, which shall arise by reason of the execution of this Agreement, are specifically limited to the terms of this Agreement.

XIII.

No assignment of this contract or of any right accruing under this contract shall be made in part or in whole by HUMANE SOCIETY without the express written consent of COUNTY.

XIV.

It is agreed that COUNTY is not a partner of HUMANE SOCIETY and that the parties are not engaged in a partnership or joint venture, and COUNTY is hereby excluded from any liability for debts or liabilities of HUMANE SOCIETY.

XV.

COUNTY and HUMANE SOCIETY agree that this contract is given and accepted upon the express condition that it cannot in any manner be changed, altered, varied, or modified, except as provided for herein, without the written consent of both parties hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their officers duly authorized in the premises the _____ day of _____, 2016.

CHAMBERS COUNTY, ALABAMA

By: Joe L. Blanks {SEAL}
Joe L. Blanks
Chairman, County Commission

ATTEST:
Regina Chambers
Regina Chambers
County Manager

CHATTAHOOCHEE HUMANE SOCIETY, INC.

By: _____{SEAL}
_____
President

ATTEST:

_____

_____
Secretary

STATE OF ALABAMA

COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Joe L. Blanks, as Chairman of the Chambers County Commission, and Regina Chambers, as County Manager of the County Commission of Chambers County, Alabama, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date for and as an act of said Chambers County Commission.

Given under my hand and seal on this the 17th day of October, 2016.

NOTARY PUBLIC

My Commission Expires: 11-19-19

STATE OF _____

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that _____, as President of the Chattahoochee Humane Society, Inc., and _____, as Secretary of the Chattahoochee Humane Society, Inc., whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date for and as an act of said Chattahoochee Humane Society, Inc.

Given under my hand and seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

14.

CONTRACT FORM

THIS AGREEMENT, made this _____ day of _____, _____, by and between **CHAMBERS COUNTY COMMISSION**, herein called "Owner", acting herein through Joe L. Blanks, Chairman, and **STRAIN CONSTRUCTION COMPANY** of Wedowee, County of Randolph, and State of Alabama, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

NORTH CHAMBERS COUNTY WATER SYSTEM IMPROVEMENTS
FOR THE
CHAMBERS COUNTY COMMISSION
CDBG PROJECT NO. CY-CM-PF-15-002
GMC PROJECT NO. CMGM-160018

hereinafter called the project for the bid sum of Five Hundred Eleven Thousand Four Hundred Seventy-Nine and 10/100 Dollars ($511,479.10) and all extra work in connection therewith, under the terms as stated in the General Conditions and Special Conditions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by GOODWYN, MILLS & CAWOOD, INC., herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 135 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $750.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

The Owner does hereby certify that this contract was let in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended, and all other applicable provisions of law.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

Assistant County Clerk

Regina Chambers
(Witness)

CHAMBERS COUNTY COMMISSION
(Owner)

By Joe L. Blanks
Joe L. Blanks

Chairman
(Title)

(Seal)

Tommie Strain
(Partner)

Wayne Strain
(Witness)

STRAIN CONSTRUCTION COMPANY
(Contractor)

By: Ted Strain
Ted Strain

Partner
(Title)

3083 County Road 56

Wedowee, AL 36278
(Address, City, State, Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

Contractor's Federal Tax Identification Number: 63-5203396

STATE OF ALABAMA

CHAMBERS COUNTY

EMPLOYMENT CONTRACT
CHAMBERS COUNTY, ALABAMA

This Agreement is made this the 17th day of October, 2016 between CHAMBERS COUNTY, ALABAMA, by and through the Chambers County Commission, hereinafter referred to as "EMPLOYER", and JOSHUA ANTHONY HARVILL, hereinafter referred to as "EMPLOYEE".

ARTICLE ONE

TERM OF EMPLOYMENT: The EMPLOYER hereby employs the EMPLOYEE and the EMPLOYEE hereby accepts employment with the EMPLOYER for a period of five (5) years, beginning on the 17th day of October, 2016, and continuing until the 17th day of October, 2021.

ARTICLE TWO

DUTIES OF EMPLOYEE: The EMPLOYEE is hereby employed into the position of County Engineer as defined in Act No. 1624. Said Engineer shall have and be vested with all authority contained in said statute.

The duties of the EMPLOYEE shall also include the exclusive authority to employ and to discharge for cause or when not needed, all employees of the Chambers County Highway Department. Further duties of the EMPLOYEE shall include, but shall not be limited to, the exclusive authority to direct and to supervise, to set work hours, to set the pay rate, to grant merit raises according to job classification, and to set step-pay scales for said Chambers County Highway Department employees. The EMPLOYER reserves the authority to approve the creation of new positions and to set the budget line item for payroll.

The duties of the EMPLOYEE may be changed from time to time by the mutual consent of the EMPLOYER and the EMPLOYEE. Notwithstanding any such change, the employment of the EMPLOYEE shall be construed as continuing under this Agreement as modified.

ARTICLE THREE

COMPENSATION: As compensation rendered under this Agreement, the EMPLOYEE shall be entitled to receive from the EMPLOYER a salary of One Hundred Five Thousand Five Hundred Sixty and No/100ths Dollars ($105,560.00) per annum. On October 1, 2017 and on each October 1 thereafter there shall be a 2.5% per annum increase in EMPLOYEE'S compensation. However, in the event the County Commission grants an across the board cost of living increase to all County employees that exceeds 2.5% per annum, EMPLOYEE shall receive in that year the sum designated by the EMPLOYER in lieu of the 2.5%. The compensation during each such employment year shall be payable in equal installments payable to the same manner that the other County employees are paid, which will be consistent with the Chambers County bookkeeping system, and prorated for any partial employment period.

ARTICLE FOUR

EMPLOYEE BENEFITS AND BONUSES: The EMPLOYER agrees to include the EMPLOYEE in any and all hospital, surgical, dental and/or any other medical benefit plan, or any other benefit plan granted and given to any other County employee.

VACATION PAY: During the term of this Agreement, the EMPLOYEE shall be entitled to paid vacation as granted and given to any other Highway Department employee. Vacation time not given may be accumulated and taken over.

HOLIDAYS: The EMPLOYEE shall be entitled to a holiday with full pay on any and all holidays as granted to any and all other County employees.

PAID SICK LEAVE: The EMPLOYEE shall be entitled to paid sick leave as granted and given to other County employees. Sick leave not taken may be accumulated and/or carried over.

CONTINUING EDUCATION TRAINING: Inasmuch as the Alabama State Board of Licensure for Professional Engineers requires annual continuing education as condition of annual renewal of a Professional Engineer's License, it is agreed that EMPLOYEE is entitled to and shall attend continuing education training seminars or short courses at EMPLOYER'S expense during normal working hours in order to accumulate sufficient continuing credits to satisfy said annual continuing education requirement. It is also agreed that EMPLOYEE may attend, regularly scheduled meetings of the Association of County Commissions and Engineers of Alabama and the National Association of County Engineers.

ADDITIONAL BENEFITS: In addition to the benefits as stated above, the EMPLOYER and the EMPLOYEE agree that the EMPLOYEE shall be furnished a vehicle and all expenses thereof, i.e., insurance, maintenance, fuel, oil, tags and any other expenses incidental to said automobile,

including general upkeep, which shall be paid for by the EMPLOYER. It is hereby expressly agreed that the EMPLOYEE shall operate and use said automobile for any and all other County purposes.

ARTICLE FIVE

TERMINATION BY EMPLOYER: This Agreement may only be terminated by the EMPLOYER with ninety (90) days' prior written notice based on just and valid cause. Said cause may include but not be limited to gross negligence or failure to abide by the Professional Engineer's Code of Ethics.

EFFECT OF TERMINATION ON COMPENSATION: In the event of termination of this Agreement prior to the completion of the terms of employment as specified herein, the EMPLOYEE shall be entitled to the compensation earned by him prior to the date of termination as provided for in this Agreement, computed prorata, up to and including that date. The EMPLOYEE shall be entitled to no further compensation as of the date of termination.

CONTRACT RENEWAL: This Agreement shall automatically renew for an additional five (5) year term, unless not earlier than 120 days nor later than 90 days before the expiration of this Agreement or any renewal thereof, one party shall notify the other party, in writing, that the contract shall not be renewed. Agreement renewals shall consist of the same terms, conditions and provisions applicable to the year immediately preceding any renewal of same unless varied by the parties in writing.

ARTICLE SIX

GENERAL PROVISIONS: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mail notices shall be addressed to the parties at their current mailing address. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

LAW GOVERNING AGREEMENT: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama with venue being in the courts of Chambers County, Alabama.

PAYMENT OF MONIES DUE DECEASED EMPLOYEE: If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due him from the EMPLOYER under this Agreement as of the date of his death shall be paid to his executor or administrator, or, if no executor or administrator has been appointed, then to his heirs.

LEGAL CONSTRUCTION: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SIGNED, SEALED AND DELIVERED at the City of LaFayette, Chambers County, State of Alabama on the date the same bears date with intent to be legally bound.

EMPLOYER:

CHAMBERS COUNTY, ALABAMA,
by and through the Chambers County Commission

ATTEST:

Regina Chambers

Regina Chambers, County Manager

By: Joe L. Blanks

Joe L. Blanks, Chairman of Chambers County Commission

EMPLOYEE:

Joshua Anthony Harvill

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe L. Blanks and Regina Chambers, as Chairman and County Manager of the Chambers County Commission, whose names are signed to the foregoing Employment Contract and who are known to me, acknowledged before me on this day that, being informed of the contents of said Contract, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Commission on the day the same bears date.

Subscribed and sworn to before me on this 17th day of October, 2016.

SHERRI FOSTER NOTARY My Comm. Expires October 9, 2018 PUBLIC STATE OF ALABAMA

Sherri Foster
NOTARY PUBLIC
My Commission Expires: 10-9-2018

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joshua Anthony Harvill, whose name is signed as Employee to the foregoing Employment Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Contract, he executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me on this 17th day of October, 2016.

SHERRI FOSTER NOTARY My Comm. Expires October 9, 2018 PUBLIC STATE OF ALABAMA

Sherri Foster
NOTARY PUBLIC
My Commission Expires: 10-9-2018

STATE OF ALABAMA

CHAMBERS COUNTY

EMPLOYMENT CONTRACT
CHAMBERS COUNTY, ALABAMA

This Agreement is made this the 17th day of October, 2016 between CHAMBERS COUNTY, ALABAMA, by and through the Chambers County Commission, hereinafter referred to as "EMPLOYER", and CLAUD E. (SKIP) McCOY, JR., hereinafter referred to as "EMPLOYEE".

ARTICLE ONE

TERM OF EMPLOYMENT: The EMPLOYER hereby employs the EMPLOYEE and the EMPLOYEE hereby accepts employment with the EMPLOYER for a period of five (5) years, beginning on the 17th day of October, 2016, and continuing until the 17th day of October, 2021.

ARTICLE TWO

PRIMARY DUTIES OF EMPLOYEE: The EMPLOYEE is hereby employed in the position of County Attorney for Chambers County, Alabama. Said EMPLOYEE shall represent Chambers County in all legal matters upon which the EMPLOYEE does not have a conflict of interest. Said services shall include but not be limited to the following:

> Defense of all suits, at law or in equity, for or against Chambers County; investigation of title to real estate for Chambers County; rendering opinions upon all questions of law, which may be submitted to the Attorney by the County Commission, or other County officers; acquiring Attorney General opinions, Ethics Commission opinions, and opinions from other state and federal officials or entities, drafting all contracts to which Chambers County is or may be a party; serving as confidential legal advisor to the County Commission and all County employees and elected officials charged with making and administering the laws and statutes of Chambers County and to all persons in any way engaged in the management of the business of Chambers County; handling any legal work connected with the vacation of roads or streets; handling all legal work necessary to enforce or administer the local laws of Chambers County, Alabama; attendance at any regular or special Commission meetings or Committee meetings; the association of any additional attorney or attorneys as may be required in the initiation of claims on behalf of Chambers County or defense of claims filed against Chambers County; and all other matters requested of the Chambers County Commission.

SPECIAL DUTIES OF EMPLOYEE: The EMPLOYEE shall also be requested from time to time to initiate lawsuits at law or in equity for Chambers County and to serve as local counsel in regards to bond issues and the issuance of revenue bonds and gasoline warrants.

The duties of the EMPLOYEE may be changed from time to time by the mutual consent of the EMPLOYER and the EMPLOYEE. Notwithstanding any such change, the employment of the EMPLOYEE shall be construed as continuing under this Agreement as modified.

ARTICLE THREE

COMPENSATION: For the primary duties rendered under this Agreement, the EMPLOYEE shall be entitled to receive compensation from the EMPLOYER pursuant hereto. EMPLOYEE shall be paid a monthly retainer in the amount of $300.00 per month. In addition thereto, EMPLOYEE shall be paid for his services at the rate of $120.00 per hour. At the end of each quarter of the County's fiscal year, the EMPLOYEE will provide the EMPLOYER with an itemized statement of services rendered for the prior quarter. The EMPLOYER upon receipt thereof shall pay same within a reasonable time thereafter. For special duties the EMPLOYEE shall be compensated at the customary contingency fee rate or commission as is recognized in the industry and agreeable to the parties.

ARTICLE FOUR

EMPLOYEE BENEFITS: If acceptable to the EMPLOYER'S insurance providers, the County Attorney shall be permitted to participate in any group insurance plans in which County employees participate provided that the County Attorney pays all premiums which are required for his participation, whether individually or with his dependents. The County Manager shall promptly notify the Attorney of the amount due for such coverage in such a manner that the County Attorney will have the opportunity to make any required payment. This payment may be made by credit against the amount billed each quarter with the EMPLOYER making the premium payment.

ARTICLE FIVE

TERMINATION BY EMPLOYER: This Agreement may only be terminated by the EMPLOYER with ninety (90) days' prior written notice, based on just and valid cause. Said cause may include but not be limited to gross negligence or failure to abide by the Attorney's Code of Professional Responsibility.

EFFECT OF TERMINATION ON COMPENSATION: In the event of termination of this Agreement prior to the completion of the terms of employment as specified herein, the EMPLOYEE shall be entitled to the compensation earned by him prior to the date of termination as provided for in this Agreement, computed prorata, up to and including that date. The EMPLOYEE shall be entitled to no further compensation as of the date of termination.

CONTRACT RENEWAL: This Agreement shall automatically renew for an additional five (5) year term, unless not earlier than 120 days nor later than 90 days before the expiration of this Agreement or any renewal thereof, one party shall notify the other party, in writing, that the contract shall not be renewed. Agreement renewals shall consist of the same terms, conditions and provisions applicable to the year immediately preceding any renewal of same unless varied by the parties in writing.

ARTICLE SIX

GENERAL PROVISIONS: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mail notices shall be addressed to the parties at their current mailing address. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

LAW GOVERNING AGREEMENT: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama with venue being in the courts of Chambers County, Alabama.

PAYMENT OF MONIES DUE DECEASED EMPLOYEE: If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due him from the EMPLOYER under this Agreement as of the date of his death shall be paid to his executor or administrator, or, if no executor or administrator has been appointed, then to his heirs.

LEGAL CONSTRUCTION: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SIGNED, SEALED AND DELIVERED at the City of LaFayette, Chambers County, State of Alabama on the date the same bears date with intent to be legally bound.

EMPLOYER:

CHAMBERS COUNTY, ALABAMA,
by and through the Chambers County Commission

ATTEST:

Regina Chambers

Regina Chambers, County Manager

By: Joe L. Blanks

Joe L. Blanks, Chairman of Chambers County Commission

EMPLOYEE:

Claud E. (Skip) McCoy, Jr.

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe L. Blanks and Regina Chambers, as Chairman and County Manager of the Chambers County Commission, whose names are signed to the foregoing Employment Contract and who are known to me, acknowledged before me on this day that, being informed of the contents of said Contract, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Commission on the day the same bears date.

Subscribed and sworn to before me on this 17th day of October, 2016.

SHERRI FOSTER NOTARY My Comm. Expires October 9, 2018 PUBLIC STATE OF ALABAMA

Sherri Foster
NOTARY PUBLIC
My Commission Expires: 10-9-2018

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Claud E. (Skip) McCoy, Jr., whose name is signed as Employee to the foregoing Employment Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Contract, he executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me on this 17th day of October, 2016.

SHERRI FOSTER NOTARY My Comm. Expires October 9, 2018 PUBLIC STATE OF ALABAMA

Sherri Foster
NOTARY PUBLIC
My Commission Expires: 10-9-2018

STATE OF ALABAMA

CITY OF LAFAYETTE

AGREEMENT BETWEEN THE CITY OF LAFAYETTE, ALABAMA AND CHAMBERS COUNTY, ALABAMA

This agreement is made and entered into by and between the City of LaFayette, Alabama, hereinafter referred to as the CITY and Chambers County, Alabama, by and through the Chambers County Commission as the governing authority for Chambers County, Alabama, hereinafter referred to as the COUNTY.

WITNESSETH

Whereas, the CITY has applied for and received an ALDOT TAP GRANT for sidewalk rehabilitation and accessibility improvements in the downtown area of LaFayette; and

Whereas the City is required to have concrete testing performed and samples transported to Montgomery; and

Whereas Chambers County is qualified and willing to perform the required testing and transport;

NOW THEREFORE, the parties hereto, for, and in consideration of the premises and other valuable consideration in hand paid to each other do hereby mutually promise, stipulate, and agree as follows:

(1) The COUNTY will conduct concrete testing for the CITY.

(2) The COUNTY will transport samples to Montgomery, Alabama.

(3) The City will pay the COUNTY for the services provided at a maximum rate of $50.00 per hour to include labor and equipment incurred costs.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date the execution is completed by both parties.

CITY:

LAFAYETTE, ALABAMA

ATTEST:

_____ _____

Louis T. Davidson, Clerk Barry D. Moody, Mayor

COUNTY:

CHAMBERS COUNTY, ALABAMA

ATTEST:

_____ BY: _____

Regina Chambers, County Manager Commission Chairman

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Barry Moody and Louis T. Davidson, whose names as Mayor and Clerk of the City of LaFayette, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said City of LaFayette, Alabama on the day the same bears date.

Subscribed and sworn to before me on this _____ day of _____, 2016.

_____
NOTARY PUBLIC

My Commission Expires: _____

COUNTY OF CHAMBERS

I, the undersigned, a Notary Public in and for said County and State, hereby certify that (Commissioner) and Regina Chambers, whose names as Chairman and County Manager of the Chambers County Commission, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said Chambers County Commission on the day the same bears date.

Subscribed and sworn to before me on this _____ day of _____, 2016.

_____
NOTARY PUBLIC

My Commission Expires: _____

BLANTON RESTORATIONS, INC.
P.O. Box 195, LaFayette, AL 36862-0195
(334) 864-9500 FAX (334) 864-7078 CELL 334-497-0146
Coating Systems for Every Surface

Old Collins Building Roof & Canopy Membrane Restoration

October 12, 2016

To Whom It May Concern:

A brief description of the work we propose to refurbish the aging membrane.

Preparation:

- All surfaces to be addressed will be treated with Sodium Hypochlorite and TSP solution then pressure cleaned to prepare for repairs, and coatings.
- Any damaged areas revealed will be repaired utilizing embedded roof flashing fabric and/or roof flashing repair tape as needed.

General Coating:

1. Membrane field will be coated with Spectrum Paints' low perm 3010 styrene acrylic, silicate-based elastomeric roof coating at the rate of approximately 3.5 gallons per 100 square feet in multiple passes.
2. Parapet walls will be coated at a rate of 1.5 to 2 gallons per 100 square feet.

Warranties:

- Blanton Restorations, Inc. will provide a 5 year labor and material leak proof warranty per attached document.
- Spectrum Paints, Inc. will provide a 10 year material warranty per attached document.

Cost of Labor and Materials:	Roof Membrane:	$10,800.00
	Canopy Membrane	1,125.00
Total Cost:		11,925.00

Faithfully Yours,

Blanton Restorations, Inc.

Charles T. Blanton

BLANTON RESTORATIONS, INC.
P.O. Box 195, LaFayette, AL 36862-0195
(334) 864-9500 FAX (334) 864-7078 CELL (334) 497-0146
Coating Systems for Every Surface

LIMITED LABOR & MATERIAL WARRANTY

Owner:_____Telephone:_____
Address:_____
Roof Description:_____
Date Installation Completed:_____
Building Use:_____
System Applied:_____Batch #_____
Remarks:_____Leak Proof: Yes / No

Blanton Restorations, Inc. will provide the labor, materials, and equipment necessary to repair any premature break down of roof coating system due to faulty materials or workmanship for the period of Five Years from date of completion.

Exclusions and Limitations of Liability

This warranty shall not apply to damage caused by: (1) (e.g. floods, fire, earthquakes, tornadoes, hurricanes) or other acts of God. (2) Installation, erection or construction of any additional equipment and/or structure on or through roofing substrate or flashings after date of application of coating. (3) Failure of, or repairs to, substrate and/or defects in any component underlying the roofing substrate, flashing, or caused by faulty construction and/or design. (4) Application of, or repairs to, substrate and/or flashings after the date of the original application. (5) Exposure to chemicals and/or substances which may be harmful to the topcoat. (6) Criminal acts of negligence, abuse, accidents, vandalism, falling objects, civil disobedience, war or any other acts of parties other than Blanton Restorations, Inc. This warranty is not transferable without written consent from Blanton Restorations, Inc.

Limitation of Remedies

Purchaser agrees that in no case shall Blanton Restorations, Inc. be liable for any special, incidental or consequential damages based upon any legal theory including, but not limited to, damages for lost profits and/or injury to property or persons. In no event shall Blanton Restorations', Inc. liability exceed the initial cost of this installation. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, that vary from state to state.

Instructions to Activate Limited Warranty

To validate warranty, Blanton Restorations, Inc. must be paid in full and the warranty signed by an authorized agent of Blanton Restorations, Inc. Additionally, Blanton Restorations, Inc. must receive a signed copy of this warranty for our files.

BRInc. Signature:_____Owner/Agent_____

Date:_____ Date:_____

SPECTRUM PAINTS, INCORPORATED
MATERIAL LIMITED WARRANTY

PROJECT/OWNER _____ **CONTRCTOR** _____

_____ _____

_____ _____

1) Upon payment in full pursuant to this contract, the coating applied according to the specifications set forth by Spectrum Paint Corporation, is hereby warranted for a period of ten (10) years as outlined below. This system is warranted from (date_____) to be manufactured without defect, that there will be no peeling, blistering, excessive chalking or cracking due to defective material.

2) Areas necessary for repair within this time period due to material defect in the product shall be corrected according to the manufacturer's specifications. Spectrum Paints will supply all materials at no cost to the owner should it be determined by Spectrum Paint that a material defect does indeed exist. Spectrum Paint Corporation shall assume no responsibility for the non-performance or faulty workmanship by the applicator/contractor.

3) This limited warranty does not cover failure caused by defective substrates, prior existing coatings, fungi and algae growth, fire, hail, hurricane force winds, vandalism, construction defects, abuse, negligence, or settling or movement of building or foundation causing new stress cracks to appear or causing water leaks where the coating system is applied, or any causes other than defect in material.

4) This warranty is limited to the original owner for whom the contract has performed the work. Proof of purchase and the presentation of the warranty to Spectrum Paint are conditions necessary to effect this warranty. The building owner, or its authorized representative, is required to deliver written notice to Spectrum Paint within thirty (30) days of discovering a defect. A qualified Spectrum Paint representative will determine if the problem relates to a defect in Spectrum Paint material. This warranty is valid only upon following the express application instructions found on the can and in the written specifications. Copies may be obtained by writing Spectrum Paint, Incorporated, 2660 Easterly Place, Decatur, Georgia, 30035.

5) Repair and replacement of materials as provided under this warranty is the exclusive remedy of the consumer. Spectrum Paint will not be responsible for any consequential damages to the exterior or interior of the building, or contents therein. This warranty in lieu of any and all other expressed or implied warranties including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose beyond the ten (10) year limited warranty.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL BIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

_____ _____

Authorized Signature **Date**
Spectrum Paint Representative

_____ _____

Authorized Signature **Date**
Applicating Contractor