

CHAMBERS COUNTY COMMISSION MEETING.....OCTOBER 20, 2014

The Chambers County Commission met on Monday, October 20, 2014 at 4:00 P.M. CST with the following members in attendance: Chairman Henry Osborne, Commissioners Charlie Williams, James Brown, Joe Blanks, David Eastridge and Debbie Wood. Engineer Harvill, County Manager Dendy and Attorney McCoy were also present.

Chairman Osborne called the meeting to order. Commissioner Eastridge led the pledge of allegiance and Chairman Osborne gave the invocation. County Clerk Chambers conducted a roll call. The results of the roll call were as follow: District 1 – Absent, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present Chairman Osborne informed that Commissioner Williams was absent due to illness.

COMMISSIONER DAVID EASTRIDGE

Commissioner Eastridge informed the commission staff, Attorney McCoy, Engineer Harvill, Cy Wood and the commissioners that this meeting could possibly be his last meeting and he would like to express his gratitude to all that he has worked with, it has been a pleasure and he hopes to be elected again.

**PROCLAMATION: ALABAMA FARM CITY WEEK
NOVEMBER 21 – 27, 2014**

Commissioner Blanks presented a proclamation to Mr. Chris Busby for Alabama Farm City Week, November 21-27, 2014 (see page 528). Mr. Busby expressed his gratitude for the commission’s support and informed the public of prior activities to take place prior to farm city week.

PRESENTATION TO CHATTAHOOCHEE HUMANE SOCIETY

Commissioner Wood presented the appropriation authorized previously by the commission to Sharon Hawkins, president of Chattahoochee Humane Society, in the amount of \$25,000. Ms. Hawkins expressed her gratitude to the commission for supporting the humane society because this will allow them to apply for funding.

MINUTES AND WARRANTS PAYABLE

Commissioner Wood motioned to adopt the October 6, 2014 minutes and warrants payable. Commissioner Eastridge seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To adopt the October 6, 2014 minutes and warrants payable.”

AGENDA APPROVAL

County Manager Dendy informed that the agreement between Chambers County Commission and Lee County Youth Development Center should be removed from the agenda. Commissioner Wood motioned to approve the agenda with the removal of the item pertaining to the agreement between Chambers County Commission and Lee County Youth Development Center. Commissioner Blanks seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the agenda with the removal of the item pertaining to the agreement between Chambers County Commission and Lee County Youth Development Center.”

**RESOLUTION: 2015 SEVERE WEATHER PREPAREDNESS TAX HOLIDAY
FEBRUARY 20-22, 2015**

Commissioner Wood motioned to adopt a resolution for a 2015 Severe Weather Preparedness Tax Holiday, February 20-22, 2015 (see page 529). Commissioner Eastridge seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To adopt a resolution for a 2015 Severe Weather Preparedness Tax Holiday, February 20-22, 2015, as attached hereto on page 529.”

RESOLUTION: OPPOSITION OF PASSAGE OF AMENDMENT 2

Commissioner Blanks motioned to adopt a resolution opposing the passage of Amendment 2 (see page 530). Commissioner Wood seconded this motion. Commissioner Wood explained why the commission was in opposition of the passage of this amendment. Commissioner Wood further explained that the passage of the amendment would reduce the interest income that the county receives from the oil/lease money. It was **approved** by the “**I**” vote.

RESOLVED: “To adopt a resolution opposing the passage of Amendment 2 as attached hereto on page 530.”

**RESOLUTION: AGREEMENT BETWEEN THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT (ADEM) AND CHAMBERS COUNTY
PROJECT NO. 090414**

The Rules, Ways and Means Committee recommended the adoption of a resolution to execute the agreement between the Alabama Department of Environmental Management (ADEM) and Chambers County covering the financing of the remediation of an unauthorized solid waste dump site found along 44th Avenue SW in Huguley – Chambers County Project No. 090414 (see pages 531-535). It was **approved** by the “**I**” vote.

RESOLVED: “To execute the agreement between the Alabama Department of Environmental Management (ADEM) and Chambers County covering the financing of the remediation of an unauthorized solid waste dump site found along 44th Avenue SW in Huguley – Chambers County Project No. 090414 as attached hereto on pages 531-535.”

**REAPPOINTMENT OF MR. TERRELL BISHOP
EAST ALABAMA WATER BOARD OF DIRECTORS**

Commissioner Eastridge motioned to re-appoint Mr. Terrell Bishop as director to the East Alabama Water Sewer and Fire Protection District and waive the necessity of a first reading on this appointment. Commissioner Wood seconded this motion. It was **approved** by the “**T**” vote.

RESOLVED: “To re-appoint Mr. Terrell Bishop as a director to the East Alabama Water Sewer and Fire Protection District and waive the necessity of a first reading on this appointment.”

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

Chairman Henry Osborne _____

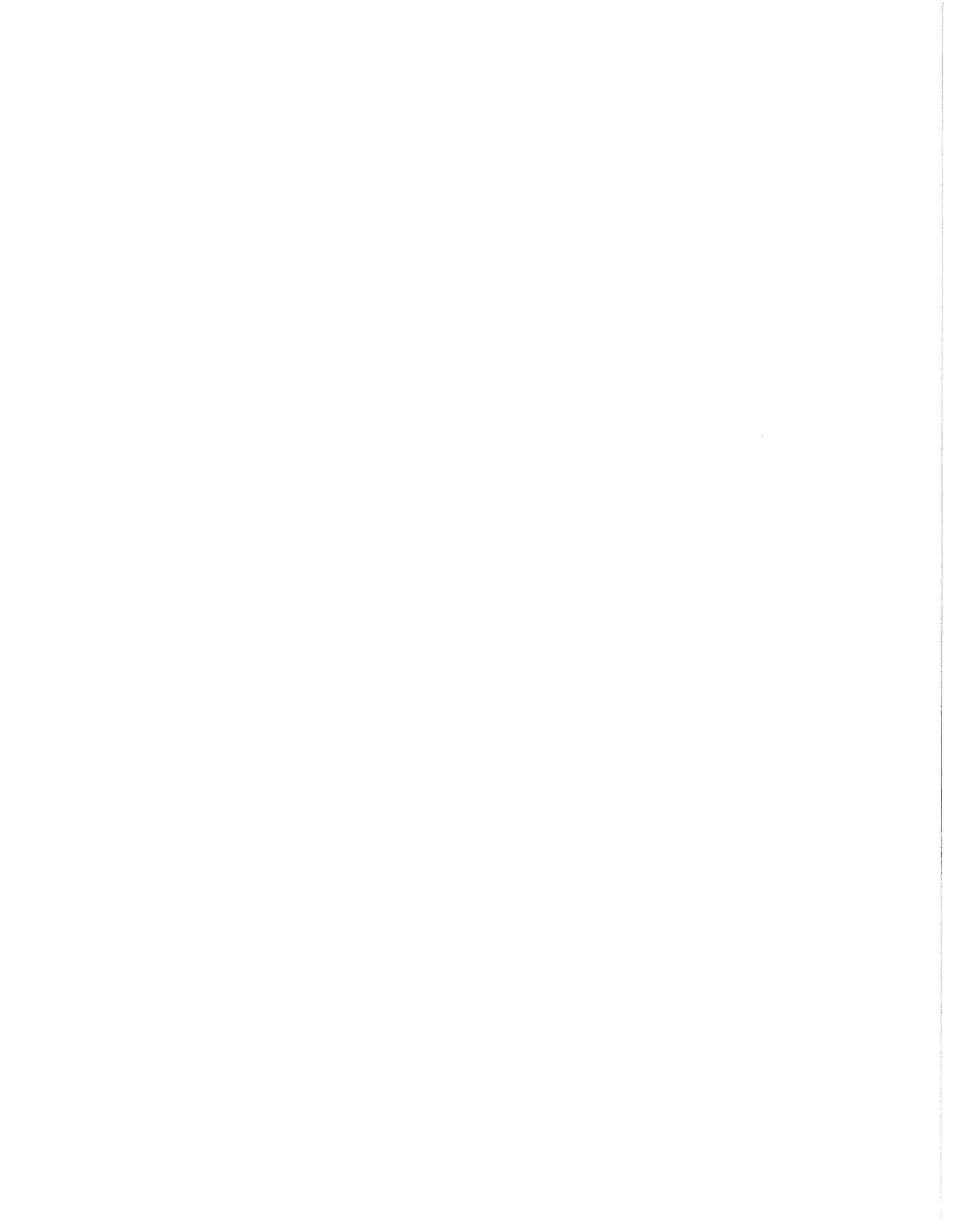
Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Joe Blanks _____

Commissioner David Eastridge _____

Commissioner Debbie Wood _____



PROCLAMATION



STATE OF ALABAMA
CHAMBERS COUNTY

ALABAMA FARM-CITY WEEK 2014

WHEREAS, For the past 58 years during Thanksgiving week, the American people have observed Farm-City Week to express gratitude for the bounty with which God has blessed our land and to recognize the achievements of the farmers, rural townspeople, and city residents who make our Nation's agricultural production and distribution system so successful. Truly this cooperation between rural and city dwellers for mutual benefit helps ensure our country's well-being; and

WHEREAS, America's farmers have provided food and fiber to sustain our people throughout decade after decade of progress. Farmers' productivity has increased steadily, thanks largely to their initiative in supporting and adopting the methods and materials developed by scientific research. Yield per acre has grown tremendously, with the result that American farmers are able not only to meet the Nation's basic needs for foodstuffs, but also to produce agricultural goods for export and for a wide variety of specialty markets here in the United States and around the world; and

WHEREAS, American agriculture, and the many service industries that depend upon it in cities and towns and along all the routes in between, is a story of extraordinary labor creating extraordinary abundance. At this time of year, it is only fitting that all Americans offer some special sign of thanks to those who grow, harvest, and bring to our Nation's tables the fruits of sun, seed, and soil.

NOW, THEREFORE, be it proclaimed by the Chambers County Commission that the week of November 21 through November 27, 2014, as "Alabama Farm-City Week". We call upon all citizens in rural and cities alike to join in recognizing the accomplishments of our productive farmers and of our urban residents, who cooperate to create abundance, wealth and strength of our Nation.

IN WITNESS WHEREOF, We have hereunto set our hands this 20th day of October in the year of our Lord Two Thousand and Fourteen.

Charlie Williams, District 1

James Brown, District 2

Joe Blanks, District 3

Henry Osborne, District 4

David Eastridge, District 5

Debbie Wood, District 6

**RESOLUTION PROVIDING FOR CHAMBERS COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
AS AUTHORIZED BY ACT NO. 2012-236 IN JULY 2012**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-236, which provides an annual "state sales tax holiday" weekend for purchases of specified items related to storm-preparedness, which for 2015, will begin on Friday, February 20, 2015; and in subsequent years will begin on the first Friday in February; and

WHEREAS, Act No. 2012-236 does not mandate the exemption of local sales and use taxes but authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is timely and properly adopted authorizing participation; and

WHEREAS, to participate in this year's storm preparedness sales tax holiday, the county commission must adopt a resolution to that effect at least fourteen (14) days prior to the first full weekend in February 2015, which means that the resolution shall be adopted no later than January 20, 2015; and

WHEREAS, the Chambers County Commission has voted to grant the exemption of county sales and use taxes on purchases authorized by Act No. 2012-236 during the last weekend of February 2015, beginning at 12:01 a.m. on February 20, 2015 and ending at twelve midnight on Sunday, February 22, 2015; and

WHEREAS, the county commission does hereby adopt this resolution as evidence of its intent to participate and, pursuant to Code of Alabama 1975, § 11-51-210(e), shall forward a certified copy of this resolution to the Alabama Department of Revenue immediately upon its adoption; and

WHEREAS, this resolution shall authorize participation in this sales tax holiday for 2015 only and pursuant to Act No. 2012-236, if the county commission desires to participate in this sales tax holiday in future years, it will adopt a resolution to that effect at least 30 days prior to the last full weekend of February in any year it plans to participate.

WHEREFORE BE IT RESOLVED BY THE CHAMBERS COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-236 beginning at 12:01 a.m. on Friday, February 20, 2015 and ending at twelve midnight on Sunday, February 22, 2015.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the October 2014 meeting of the Chambers County Commission and that a certified copy be immediately forwarded to the Alabama Department of Revenue.

IN WITNESS WHEREOF, 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 October, 2014.


Chairman, Chambers County Commission

RESOLUTION 10-20-14

WHEREAS, Amendment 2 which is on the ballot for the November 4, 2014 general election proposes to increase the bonding authority paid from principal in the Alabama Trust Fund by \$50 million, which funds would be expended for capital improvements at Alabama National Guard armories; and

WHEREAS, the increase in bonding authority proposed in Amendment 2 would actually result in the diversion of up to \$74 million in Alabama Oil and Gas Capital Payments which would otherwise be deposited into the Alabama Trust Fund; and

WHEREAS, there is no provision in Amendment 2 requiring that any monies diverted for these capital improvements be repaid to the Alabama Trust Fund which would result in a permanent reduction of monies held in the Alabama Trust Fund; and

WHEREAS, the loss of monies to the Fund without the requirement for payment would result in a permanent reduction in the annual interest payments made to state and local governments from the Fund; and

WHEREAS, the further withdrawal of any principal or diversion of future income from the Alabama Trust Fund violates the purposes and intent of the Alabama Trust Fund which was created to serve as a stable and continual source of revenue for Alabama state and local governments through payments from the interest earned on the principal in the Fund; and

WHEREAS, the Association of County Commissions of Alabama has adopted a policy opposing this proposed amendment, in part due to the fact that the further withdrawal of principal or diversion of future income from the Alabama Trust Fund damages the financial stability of all 67 counties in Alabama that depend on the annual trust income they receive to fund projects to improve county roads, bridges, and buildings; to create and administer solid waste and utility programs; and to provide for the health and safety of citizens in their counties; and

WHEREAS, the withdrawal of funds proposed by Amendment 2 is a serious departure from the long-standing view of Alabama's state leaders that funds should only be diverted from the Alabama Trust Fund in extreme circumstances and only when any monies diverted are required to be repaid within a specified period of time.

WHEREFORE BE IT RESOLVED BY THE CHAMBERS COUNTY COMMISSION that it strongly opposes passage of Amendment 2 on the statewide ballot for the November 4, 2014 general election and urges all citizens of Alabama to vote "No" on this amendment to protect and preserve the Alabama Trust Fund against an increase in bonding authority paid from the Fund that could result in the diversion of up to \$74 million in unreimbursed payments to the Fund.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the October 2014 meeting of the Chambers County Commission and that a certified copy be immediately forwarded to the Association of County Commissions of Alabama.

IN WITNESS WHEREOF, 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 October, 2014.


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) pursuant to an appropriation by the U.S. Environmental Protection Agency. This Agreement will provide for The removal and disposal of all regulated solid waste from 44th Ave SW located in Chambers County.

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 \$11,431.04 for the services performed under this Agreement. Unless otherwise specified in the workplan, 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).

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate in one hundred eighty (180) days from the date of execution. 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: Henry Osborn
Henry Osborn,
Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

Governor

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2014.

"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
Huguley ROW	44 th Ave. SW Street	32.86046	-85.23544

This work shall be conducted as outlined in Chambers County Commission's Solid Waste Remediation Plan received by the Department on September 23, 2014. 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 180 days of contract/interagency cooperative agreement execution.**