

**PUBLIC HEARING
CHAMBERS COUNTY COMMISSION
PROPERTY IN EXISTING INDUSTRIAL PARK STATUS**

The Chambers County Commission held a public hearing on Monday, April 4, 2016 at 3:00 p.m. CST concerning property in an existing industrial park. 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 a petition from the City of Valley to remove certain property from industrial park status. This is approximately 315 acres of real property that is located off of Fob James Drive behind the old Mill Store. The basis of the petition is that the city now owns the property and wants the property removed from Chambers County Industrial Park Status.

Attorney McCoy showed a map of the property so that the public can see what property is subject to the petition. Attorney McCoy asked if there were any questions from the public regarding this petition. Mr. Ray Fuller asked, if this property is in industrial park status presently and the City of Valley bought it for the purpose of industrial park development is it the best interest of Chambers County Government, the tax payers and citizens of Chambers County to take it out of industrial park status and has the County looked specifically at what that may do in the future on tax revenue for the County. He states that he does not think it would be wise to take it out of industrial park status as it is already in for industrial development. Attorney McCoy stated currently the property is in industrial park status, an industrial park is like an island, it is not in the city limits and it is not in the county it is in the industrial park however, the County Commission has jurisdiction over it. If any industry was built inside the industrial park, currently the taxation would go to Chambers County with regards to any sell and use taxes. If removed the taxes would go to the City of Valley. As far as Advalorem tax goes it will be paid to the county whether it is in an industrial park in the City of Valley or a Chambers County park the same mileage applies.

At this point Valerie Gray of the Chambers County Development states that they are working with the City of Valley to develop this park. The reason the city is asking for this to be moved from "County" industrial park status is so they can place it into the city limits of Valley and it must adhere to the International Building Code of 2006 or greater. Currently the county has no Zoning or Code Enforcement, the City of Valley does have Code Enforcement and Zoning, this will be zoned in industrial park and currently the statute prohibits any municipality from annexing this property into any city limits. Therefore, the city has requested this so that they can place it into a city municipal industrial park and have it designated and zoned as well as can enforce building codes. The city has a full time Code Enforcement officer and that will prohibit any buildings from being dilapidated like we currently have that are in industrial park status that are unoccupied in the county.

Attorney McCoy reiterated the advalorem tax base would be the same for the county regardless whether it is in a county or city industrial park. The advalorem tax base would still fund the General Fund for the county. Ms. Gray agreed absolutely, the advalorem base would not change. Gray said with this being purchased by the city it is only impacting the counties budget \$1,300.00 a year, because that portion of property was current use of WestPoint Homes. Attorney McCoy stated that they got the reduced amount due to current use rates.

Attorney McCoy asked if anyone else had questions. Commissioner Wood stated that she appreciated Mr. Fuller looking out for our money. He does know that the money does go to fund the county and provide services that he and the other citizens use in the county. She also stated that she had seen a quote from the Mayor that a business had looked at Chambers to locate here and that they changed their mind because we did not have the land and went elsewhere.

Ms. Gray states that she works for all 30,000 people in Chambers County, citizens in the City of Lanett, Valley, LaFayette and in the un incorporated parts of Chambers County, and we are not competing against anyone. I hope that everyone know that my heart belongs to this county and I am going to do what is best for all citizens of the county. When you have more product to sell then that is more opportunities for everyone. Regardless of where a business locates, whether in Lanett, LaFayette, Five Points, Waverly, Valley or the county it benefits all of us. There is no competition, we have ample land in LaFayette and working on additional land in another area, we are committed to Chambers County. I want to make sure that the Media and the Citizens understand that I am team Chambers County (team Lanett, LaFayette and Valley). I want every person that is sitting in this room to have a job opportunity in our area and that means we have to acquire more land, and more incentives. I am passionate about this; this is an opportunity of a piece of land that has been sitting there vacant for the last 12 years. Half of a facility is still vacant; there are still opportunities for someone to locate in half of that Carter/Lanier facility. There is opportunity for us to get looks other than by automobile suppliers. We are developing these parks to be diverse. We have targeted Food & Beverage that is what we are looking at for these areas.

Attorney McCoy states that he appreciated Ms. Gray saying that, because her organization is known as the Chambers County Development Authority. It is not Chambers County Alabama, and sometime people in the municipalities have been misguided to think that it was a Chambers County Commission origination. It is an origination in Chambers County but not a Chambers County origination. By the same token the Chambers County Commission has worked tirelessly with the CCDA to locate people to come into our county. The Chambers County Commission does not direct them to Lanett, LaFayette, Valley or the Chambers County Industrial Park; the Commission has no desire to create any competition. The county does not want that, that is why be branded it "Strength Woven In" that is everyone working together. Ms. Gray states that when they have a project they present ample opportunity, piece of land, building or space in the county as a whole.

The public hearing was adjourned.

CHAMBERS COUNTY COMMISSION MEETING.....APRIL 4, 2016

The Chambers County Commission met on Monday, April 4, 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

Ms. Mattie Patterson, a resident on County Road 262 asked about having some gravel put on the top of the hill. She brought pictures to let the commissioners see how bad the road is. She stated that she had spoken with Sam of the highway department.

Mr. Ken Carlisie, also a resident on County Road 262 brought pictures for the commissioners and asked what it would take to get the road paved. Engineer Harvill stated that he would not advise paving.

Mr. Willie Morris of the Oak Bowery Community, asked “where is the tax designated and why is it not designated in the bill as to where the tax is going” he also stated that the bill indicates that it is not a continuation of another bill so apparently it is a new bill, Chairman Blanks referred him to Attorney McCoy. Attorney McCoy explained to Mr. Morris about the statutory provisions, he also stated that he would be glad to talk with Mr. Morris after the Commission meeting in the Commission Office.

PUBLIC COMMENTS FROM ELECTED OFFICIALS

Commissioner Wood announced a Rules, Ways & Means meeting for Friday, April 8th at Attorney McCoy’s office at 8:00 a.m. CST.

Commissioner Williams announced a Human Resources meeting for Monday, April 18th at the Commission Office at 3:00 p.m. CST.

AWARDS, PROCLAMATIONS & PRESENTATIONS

Commissioner Osborne presented a Proclamation to the Springwood Girls 2016 State Champs to Coach Johnson (see page 685).

Commissioner Williams presented the Proclamation to the Lanett High 2016 2A AHSAA State Champs to Coach Carter (see page 686).

BUSINESS UPDATES

Deborah Mitchell of the Chamber of Commerce states that they are planning there 3rd Annual Pow Wow that will be taking place at the Chambers County Arena in LaFayette, the 3rd weekend in October. She is working with the tourism committee to do something new to celebrate the 60th Anniversary of the Merry Go Round, they are thinking about doing a Mill Village Christmas. They are also working on a Bar-B-

Que Battle of the Borders. She stated that she appreciated the Commissioners and thanked them for the lodging tax that the Chamber receives.

MINUTES AND WARRANTS PAYABLE

Commissioner Brown motioned to adopt the March 21, 2016, minutes and warrants payable. Commissioner Williams seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve the March 21, 2016, minutes and warrants payable.”

AGENDA APPROVAL

Commissioner Osborne motioned to approve the agenda as presented for the April 4, 2016 meeting. Attorney McCoy asked that the Agenda be amended to include an item of new business.

AGENDA AMENDMENT

Attorney McCoy asked that the agenda be amended to include item that came from the Public Facilities and Infrastructure Committee prior to the Commission meeting a resolution to allow specifications to a bid in regards to fencing at the Chambers County Correctional Facility. Commissioner Eastridge motioned to amend the agenda. Commissioner Wood seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To amend the agenda to include an item that came from the Public Facilities and Infrastructure Committee prior to the Commission meeting concerning a resolution to provide specifications in regards to a bid as to fencing at the Chambers County Correctional Facility.”

RESOLUTION: PETITION OF CITY OF VALLEY FOR REMOVAL OF PROPERTY FROM INDUSTRIAL PARK STATUS COUNTY ATTORNEY MCCOY

County Attorney Skip McCoy requested a resolution to approve Resolution #04.04.16 as to the Petition of the City of Valley for Removal of Property from Industrial Park Status (see pages 687 - 692). Commissioner Wood motioned to accept the Petition for Removal of Property from Industrial Park Status. Commissioner Williams seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To accept the Petition of the City of Valley for Removal of Fob James Drive Property from Industrial Park Status (see pages 687 – 692).”

**RESOLUTION: LAFAYETTE DAY REQUEST
TO USE THE CENTER OF THE COURTHOUSE
AS WELL AS THE RESTROOMS**

Commissioner Brown of the Public Facilities/Infrastructure Committee noted that the resolution came from committee with a first and a second to approve permission to use the center of the courthouse as well as the restrooms for LaFayette Day, April 9, 2016, from 8 am to 3 pm CDT. The document was signed by Commissioner Brown, Doug Jones and Sheriff Lockhart (see pages 693 - 694). It was **approved** by the “I” vote.

RESOLVED: “To allow the use of the center of the courthouse as well as the restrooms for LaFayette Day, April 9, 2016, from 8 am to 3 pm CDT (see pages 693 - 694).”

**RESOLUTION: TO FUND PROJECT HOSANNA’S HOME
FROM THE 106 ECONOMIC DEVELOPMENT FUND
NOT TO EXCEED \$10,000**

Commissioner Wood of the Rules, Ways and Means Committee noted that the resolution came from committee with a first and a second to approve the resolution to Fund Project Hosanna’s Home from the 106 Economic Development Fund not to exceed \$10,000 (see page 695). It was **approved** by the “I” vote.

RESOLVED: “To Fund Project Hosanna’s Home from the 106 Economic Development Fund not to exceed \$10,000 (see page 695).”

**RESOLUTION: TO EXECUTE THE PROFESSIONAL
SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC.
COUNTY ENGINEER HARVILL**

County Engineer Harvill requested a resolution to amend line item 111.44915 in the FY 2016 budget from \$90,000 to \$295,000. Commissioner Eastridge motioned to amend line item 111.44915 in the FY 2016 budget from \$90,000 to \$295,000 (see pages 696 - 703). Commissioner Osborne seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To amend line item 111.44915 in the FY 2016 budget from \$90,000 to \$295,000 (see pages 696 - 703).”

**RESOLUTION: TO SEND OUT BIDS FOR FENCING
OF THE IMPOUND YARD ACROSS
FROM THE JAIL
COUNTY ATTORNEY MCCOY**

Attorney McCoy requested a resolution from the Commission to authorize the sending out bids based on the committee meeting prior to the Commission meeting for fencing for the Impound Yard across from the Jail. It was **approved** by the “I” vote.

RESOLVED: "To authorize the sending out bids based on the committee meeting prior to the Commission meeting for fencing for the Impound Yard across from the Jail."

COMMISSIONER WILLIAMS

Commissioner Williams asked a question to Engineer Harvill with regards to the status of the small bridge. Engineer Harvill stated that some pipe has to be replaced, the City of Lanett will be working with them. With good weather it should only take about three weeks.

STAFF REPORTS

County Engineer Harvill stated that dirt roads are a very unique challenge, we do our very best to open those ditches up with our best of our capabilities with the amount of right of way that we have. Dirt roads are a constant maintance issue. He states that the Highway Department will try to get some more gravel out to Ms. Patterson's road. He addressed Mr. Carlisie complaint that no one checked his section of road. He apologized for someone not calling back sooner, but that he had went out to that section on Christmas. Update on 33rd Street (which is off FOP Road) has to have some significant pipes put in while allowing traffic to pass thru. With two excavators we are able to work in two places at the same time.

Daniel is about through with all our work with FEMA and getting all of the paperwork that has to be sent to them for the damages from the bad weather during Christmas. Several roads are still closed; there are a few environmental issues that still need to be taken care of.

County Manager Chambers reminded the Commissioners that their Ethics forms are due May 2nd.

MEETING WAS 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

**COMMENDING THE
2016 SPRINGWOOD SCHOOL LADY WILDCATS BASKETBALL TEAM
AS THE
AISA STATE CHAMPIONSHIP TEAM**

WHEREAS, it is with great pride and pleasure that the 2016 Springwood School Lady Wildcats Basketball Team is congratulated as the Winner of the AISA State Championship game and in recognition thereof, the team members, the coaching staff, and all of those individuals associated with the team are deserving of special public commendation; and

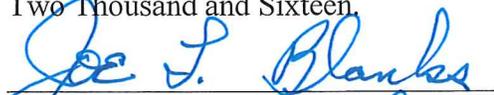
WHEREAS, members of this talented team of whom we are justly proud are: Tazsa Garrett- Hammett, Abby Alford, Madison Meigs, Fannasy Garrett-Hammett, Langley Matthews, Andie Martin, Caroline Linch, Kari Sims, Anna Drake, Kolbie Frailey, Amaya Battle, Elizabeth McClendon, Reagan Terry, Carson Leva; and

WHEREAS, the success of the team is the result of not only the devotion and hard work of the members themselves, but also the experience, dedication and leadership provided by Head Coach Rick Johnson and Assistant Coach Anthony Lamb; and

WHEREAS, these fine young athletes have indeed brought great honor to themselves and their community and are deserving of highest praise and recognition for their exceptional efforts and contributions; and

THEREFORE, be it proclaimed by the Chambers County Commission that we hereby commend and congratulate the 2016 Springwood School Lady Wildcats Basketball Team as the AISA State Championship Team.

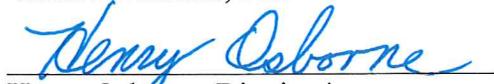
IN WITNESS WHEREOF, We have hereunto set our hands this 4th day of April in the year of our Lord Two Thousand and Sixteen.

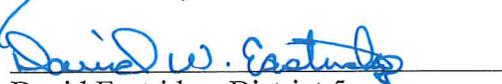

Joe L. Blanks, Chairman, District 3


Debbie Wood, Co-Chairman, District 6


Charlie Williams, District 1


James Brown, District 2


Henry Osborne, District 4


David Eastridge, District 5



STATE OF ALABAMA

CHAMBERS COUNTY

**COMMENDING THE
2016 LANETT HIGH PANTHERS BASKETBALL TEAM
AS THE
2A STATE CHAMPIONSHIP TEAM**

WHEREAS, it is with great pride and pleasure that the 2016 Lanett High Panthers Basketball Team is congratulated as Winner of the 2A State Championship game and in recognition thereof, the team members, the coaching staff, and all of those individuals associated with the team are deserving of special public commendation; and

WHEREAS, members of this talented team of whom we are justly proud are: Jalen Madden, Anquaevious Pollard, Zachaeus Moseley, Collentae Boyd, Terrion Truitt, Clifford Story, Tifton Dobbs, Christian Goss, Triuweze Bridges, Emmanuel Littles, Kristian Story, Travon Mathis, Tavaris Geiger; and

WHEREAS, the success of the team is the result of not only the devotion and hard work of the members themselves, but also the experience, dedication and leadership provided by Coaches: Head Coach Richard Carter, Charlie Williams, Djon Jackson and Trentavious McCants; Managers: Cameron Reed and Anderlerious Loyd; Statistician: Jalen Ross; Athletic Director Clifford Story; Principal: Jennifer Boyd; and

WHEREAS, these fine young athletes have indeed brought great honor to themselves and their community and are deserving of highest praise and recognition for their exceptional efforts and contributions; and

THEREFORE, be it proclaimed by the Chambers County Commission that we hereby commend and congratulate the 2016 Lanett High Panthers Basketball Team as the 2A State Championship Team.

IN WITNESS WHEREOF, We have hereunto set our hands this 4th day of April in the year of our Lord Two Thousand and Sixteen.

Joe L. Blanks
Joe L. Blanks, Chairman, District 3

Debbie Wood
Debbie Wood, Co-Chairman, District 6

Charlie Williams
Charlie Williams, District 1

James Brown
James Brown, District 2

Henry Osborne
Henry Osborne, District 4

David W. Eastridge
David Eastridge, District 5

RESOLUTION NO. 04.04.16

WHEREAS, the City of Valley, Alabama, an Alabama municipal corporation, acquired the hereinafter described property by deeds from WP Properties Lakeview, LLC, WP Properties Transportation Center, LLC, and IEP Valley LLC, which deeds are duly recorded at Document # 2016-538 and Document # 2016-539 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, the City of Valley, Alabama 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 April 4, 2016, after publication of notice thereof, and no opposition was provided to the request. The Commission is of the opinion that the request is due to be granted. It is therefore,

RESOLVED that the request of the City of Valley, Alabama 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:

TRACT 1

Commencing at the Northwest Corner of Section 14, Township-21-North, Range-28-East, Chambers County, Alabama at a concrete monument found; thence North 88 Deg 51 Min 48 Sec East, a distance of 587.57 feet; thence North 88 Deg 49 Min 21 Sec East, a distance of 908.61 feet; thence North 89 Deg 02 Min 01 Sec East, a distance of 187.26 feet; thence North 13 Deg 03 Min 31 Sec East, a distance of 215.39 feet to a point on the southerly margin of FOB JAMES DRIVE; thence along said southerly margin a curve to the left having the radius of 1663.66 feet, an arc length of 151.23 feet, a chord distance of 151.17 feet and bearing South 58 Deg 07 Min 14 Sec East; thence continuing along said southerly margin a curve to the left having a radius of 1663.66 feet, an arc length of 275.78 feet, a chord distance of 275.46 feet and bearing South 65 Deg 33 Min 51 Sec East to a concrete monument found at the intersection of FOB JAMES DRIVE and FOB JAMES DRIVE SPUR; thence along FOB JAMES DRIVE SPUR a curve to the right having a radius of 292.75 feet, an arc length of 124.73 feet, a chord distance of 123.78 feet and bearing South 47 Deg 07 Min 47 Sec West to a concrete monument found; thence continue South 59 Deg 21 Min 10 Sec West, a distance of 39.13 feet to an iron pin found; thence leaving FOB JAMES DRIVE SPUR South 61 Deg 26 Min 19 Sec West, a distance of 80.00 feet to a calculated point; thence South 29 Deg 44 Min 19 Sec East, a distance of 135.92 feet to a calculated point; thence North 61 Deg 26 Min 19 Sec East, a distance of 80.08 feet to a calculated point; thence South 29 Deg 16 Min 41 Sec East 9.71 feet to an iron pin found and the POINT OF BEGINNING; from said POINT OF BEGINNING South 29 Deg 52 Min 04 Sec East, a distance of 246.10 feet; thence South 30 Deg 28 Min 30 Sec East, a distance of 433.13 feet; thence South 33 Deg 25 Min 54 Sec East, a distance of 450.04 feet; thence South 37 Deg 10 Min 46 Sec East, a distance of 684.81 feet; thence South 38 Deg 18 Min 58 Sec East, a distance of 46.30 feet; thence South 39 Deg 54 Min 38 Sec East, a distance of 1090.11 feet; thence South 40 Deg 04 Min 27 Sec East, a distance of 31.01 feet; thence South 42 Deg 10 Min 17 Sec East, a distance of 859.79 feet; thence South 45 Deg 47 Min 02 Sec West, a distance of 602.21 feet; thence South 00 Deg 04 Min 54 Sec East, a distance of 1538.78 feet; thence South 87 Deg 51 Min 59 Sec West, a distance of 411.98 feet; thence North 00 Deg 29 Min 23 Sec West, a distance of 1319.56 feet; thence South 89 Deg 29 Min 41 Sec West, a distance of 3500.66 feet; thence South 00 Deg 30 Min 43 Sec East, a distance of 1319.92 feet to a concrete monument found; thence South 00 Deg 30 Min 43 Sec East, a distance of 3.94 feet; thence South 00 Deg 30 Min 43 Sec East, a distance of 10.00 feet to an iron pin set along the northerly margin of COMBS ROAD; thence along said northerly margin South 88 Deg 57 Min 31 Sec West, a distance of 1088.14 feet to a monument found; thence leaving northerly margin of COMBS ROAD North 24 Deg 25 Min 23 Sec West, a distance of 25.80 feet; thence North 23 Deg 58 Min 12 Sec West, a distance of 273.00 feet; thence South 85 Deg 09 Min 52 Sec East, a distance of 290.41 feet; thence North 00 Deg 59 Min 39 Sec West, a distance of 1553.37 feet; thence North 72 Deg 47 Min 13 Sec West, a distance of 128.91 feet; thence North

36 Deg 10 Min 21 Sec East, a distance of 570.21 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 84.56 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 210.00 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 117.96 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 1613.16 feet; thence a curve to the right having a radius of 2767.87 feet, an arc length of 1220.57 feet, a chord distance of 1210.70 and bearing North 48 Deg 48 Min 20 Sec East; thence North 61 Deg 26 Min 19 Sec East, a distance of 727.28 feet to the POINT OF BEGINNING; said described TRACT 1 containing 315.458 Acres, more or less.

TRACT 2

Commencing at the Northwest Corner of Section 14, Township-21-North, Range-28-East, Chambers County, Alabama at a concrete monument found; thence North 88 Deg 51 Min 48 Sec East, a distance of 587.57 feet; thence North 88 Deg 49 Min 21 Sec East, a distance of 908.61 feet; thence North 89 Deg 02 Min 01 Sec East, a distance of 187.26 feet; thence North 13 Deg 03 Min 31 Sec East, a distance of 215.39 feet to a point on the southerly margin of FOB JAMES DRIVE; thence along said southerly margin a curve to the left having the radius of 1663.66 feet, an arc length of 151.23 feet, a chord distance of 151.17 feet and bearing South 58 Deg 07 Min 14 Sec East; thence continuing along said southerly margin a curve to the left having a radius of 1663.66 feet, an arc length of 275.78 feet, a chord distance of 275.46 feet and bearing South 65 Deg 33 Min 51 Sec East to a concrete monument found at the intersection of FOB JAMES DRIVE and FOB JAMES DRIVE SPUR; thence along FOB JAMES DRIVE SPUR a curve to the right having a radius of 292.75 feet, an arc length of 124.73 feet, a chord distance of 123.78 feet and bearing South 47 Deg 07 Min 47 Sec West to a concrete monument found; thence continue South 59 Deg 21 Min 10 Sec West, a distance of 39.13 feet to an iron pin found; thence leaving FOB JAMES DRIVE SPUR South 61 Deg 26 Min 19 Sec West, a distance of 80.00 feet to a calculated point; thence South 29 Deg 44 Min 19 Sec East, a distance of 135.92 feet to a calculated point; thence North 61 Deg 26 Min 19 Sec East, a distance of 80.08 feet to an iron pin found; thence South 29 Deg 16 Min 41 Sec East 9.71 feet to a calculated point; thence South 29 Deg 52 Min 04 Sec East, a distance of 246.10 feet; thence South 30 Deg 28 Min 30 Sec East, a distance of 433.13 feet; thence South 33 Deg 25 Min 54 Sec East, a distance of 450.04 feet; thence South 37 Deg 10 Min 46 Sec East, a distance of 684.81 feet; thence South 38 Deg 18 Min 58 Sec East, a distance of 46.30 feet; thence South 39 Deg 54 Min 38 Sec East, a distance of 1090.11 feet; thence South 40 Deg 04 Min 27 Sec East, a distance of 31.01 feet; thence South 42 Deg 10 Min 17 Sec East, a distance of 859.79 feet to the POINT OF BEGINNING, from said POINT OF BEGINNING South 44 Deg 12 Min 58 Sec East, a distance of 693.58 feet; thence South 44 Deg 19 Min 24 Sec East, a distance of 451.33 feet to a point on the westerly margin of FAIRFAX BYPASS; thence along said westerly margin South 11 Deg 49 Min 39 Sec West, a distance of 96.06 feet; thence leaving said westerly margin North 44 Deg 21

Min 00 Sec West, a distance of 498.71 feet; thence South 34 Deg 25 Min 54 Sec West, a distance of 414.11 feet; thence South 86 Deg 14 Min 18 Sec West, a distance of 579.55 feet; thence South 03 Deg 42 Min 48 Sec East, a distance of 314.78 feet; thence North 86 Deg 09 Min 15 Sec East, a distance of 493.29 feet; thence South 04 Deg 48 Min 55 Sec East, a distance of 481.93 feet; thence North 86 Deg 15 Min 53 Sec East, a distance of 656.78 feet to a point on westerly margin of FAIRFAX BYPASS; thence along said westerly margin South 03 Deg 52 Min 46 Sec East, a distance of 302.90 feet; thence leaving westerly margin South 89 Deg 57 Min 03 Sec West, a distance of 1276.59 feet; thence North 00 Deg 04 Min 54 Sec West, a distance of 1538.78 feet; thence North 45 Deg 47 Min 02 Sec East, a distance of 602.21 feet to the POINT OF BEGINNING; said described TRACT 2 containing 28.326 Acres, more or less.

TRACT 3

Commencing at the Northwest Corner of Section 14, Township-21-North, Range-28-East, Chambers County, Alabama at a concrete monument found; thence North 88 Deg 51 Min 48 Sec East, a distance of 587.57 feet; thence North 88 Deg 49 Min 21 Sec East, a distance of 908.61 feet; thence North 89 Deg 02 Min 01 Sec East, a distance of 187.26 feet; thence North 13 Deg 03 Min 31 Sec East, a distance of 215.39 feet to a point on the southerly margin of FOB JAMES DRIVE; thence along said southerly margin a curve to the left having the radius of 1663.66 feet, an arc length of 151.23 feet, a chord distance of 151.17 feet and bearing South 58 Deg 07 Min 14 Sec East; thence continuing along said southerly margin a curve to the left having a radius of 1663.66 feet, an arc length of 275.78 feet, a chord distance of 275.46 feet and bearing South 65 Deg 33 Min 51 Sec East to a monument found at the intersection of FOB JAMES DRIVE and FOB JAMES DRIVE SPUR; thence along FOB JAMES DRIVE SPUR a curve to the right having a radius of 292.75 feet, an arc length of 124.73 feet, a chord distance of 123.78 feet and bearing South 47 Deg 07 Min 47 Sec West to a concrete monument found South 59 Deg 21 Min 10 Sec West, a distance of 39.13 feet to an iron pin found and the POINT OF BEGINNING; from said POINT OF BEGINNING South 61 Deg 26 Min 19 Sec West, a distance of 80.00 feet to a calculated point; thence South 29 Deg 44 Min 19 Sec East, a distance of 135.92 feet to a calculated point; thence North 61 Deg 26 Min 19 Sec East, a distance of 80.08 feet to a calculated point; thence South 29 Deg 16 Min 41 Sec East, a distance of 9.71 feet; thence South 61 Deg 26 Min 19 Sec West, a distance of 727.28 feet; thence a curve to the left having a radius of 2767.87 feet, an arc length of 1220.57 feet, a chord distance of 1210.70 feet and bearing South 48 Deg 48 Min 20 Sec West; thence South 36 Deg 10 Min 21 Sec West, a distance of 1613.16 feet; thence South 36 Deg 10 Min 21 Sec West, a distance of 117.96 feet; thence South 36 Deg 10 Min 21 Sec West, a distance of 210.00 feet; thence South 36 Deg 10 Min 21 Sec West, a distance of 84.56 feet; thence South 36 Deg 10 Min 21 Sec West, a distance of 570.21 feet; thence North 53 Deg 49 Min 39 Sec West,

a distance of 160.00 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 570.21 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 412.52 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 1224.86 feet; thence North 53 Deg 49 Min 46 Sec West, a distance of 10.00 feet; thence North 36 Deg 10 Min 21 Sec East, a distance of 388.30 feet; thence a curve to the right having a radius of 2937.87 feet, an arc length of 1295.53 feet, a chord distance of 1285.06 feet and bearing North 48 Deg 48 Min 20 Sec East; thence North 61 Deg 26 Min 19 Sec East, a distance of 723.74 feet; thence South 29 Deg 50 Min 21 Sec East, a distance of 24.41 feet to the POINT OF BEGINNING; said described TRACT 3 containing 17.116 Acres, more or less.

TRACT 4

Commencing at the Northwest Corner of Section 14, Township- 21-North, Range-28-East, Chambers County, Alabama at a concrete monument found; said point being the POINT OF BEGINNING; from said POINT OF BEGINNING North 88 Deg 51 Min 48 Sec East, a distance of 587.57 feet; thence North 88 Deg 49 Min 21 Sec East, a distance of 908.61 feet; thence North 89 Deg 02 Min 01 Sec East, a distance of 187.26 feet; thence North 13 Deg 03 Min 31 Sec East, a distance of 215.39 feet to a point on the southerly margin of FOB JAMES DRIVE; thence along said southerly margin curve to the left having the radius of 1663.66 feet, an arc length of 151.23 feet, a chord distance of 151.17 feet and bearing South 58 Deg 07 Min 14 Sec East; thence continuing along said southerly margin a curve to the left having a radius of 1663.66 feet, an arc length of 275.78 feet, a chord distance of 275.46 feet and bearing South 65 Deg 33 Min 51 Sec East to a monument found at the intersection of FOB JAMES DRIVE and FOB JAMES DRIVE SPUR; thence leaving said intersection along northerly margin of FOB JAMES DRIVE SPUR a curve to the right having a radius of 292.75 feet, an arc length of 124.73 feet, a chord distance of 123.78 feet and bearing South 47 Deg 07 Min 47 Sec West to a monument found; continue South 59 Deg 21 Min 10 Sec West, a distance of 39.13 feet; thence leaving said northerly margin North 29 Deg 50 Min 21 Sec West, a distance of 24.41 feet; thence South 61 Deg 26 Min 19 Sec West, a distance of 723.74 feet; thence a curve to the left having a radius of 2937.87 feet, an arc length of 1295.53 feet, a chord distance of 1285.06 feet and bearing South 48 Deg 48 Min 20 Sec West; thence South 36 Deg 10 Min 21 Sec West, a distance of 388.30 feet; thence North 53 Deg 49 Min 46 Sec West, a distance of 1230.56 feet to the easterly margin of INTERSTATE 85; thence along said easterly margin North 36 Deg 10 Min 14 Sec East, a distance of 1000.53 feet; thence leaving said easterly margin North 88 Deg 49 Min 15 Sec East, a distance of 260.37 feet to the POINT OF BEGINNING; said described TRACT 4 containing 50.000 Acres, more or less.

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 the City of Valley, Alabama for recording in the real estate records of Chambers County, Alabama.

Adopted this the 4th day of April, 2016.

ATTEST:
Regina Chambers
CLERK

CHAMBERS COUNTY COMMISSION
Joe L. Blanks
CHAIRMAN



Hike • Bike • Run



P. O. Box 416

VALLEY, AL 36854-0416

VALLEY HAVEN SCHOOL

"A SPECIAL PLACE FOR SPECIAL PEOPLE"

(334) 756-2868

(334) 756-7801

January 29, 2016

Chambers County Commission
Chambers County Courthouse
LaFayette, AL 36862

Dear Friends:

LaFayette Day for Valley Haven School will be held Saturday, April 9, 2016 around the courthouse from 8:00 a.m. until 3:00 p.m. CDT.

We would like to request permission to be able to use the center of the courthouse as well as the bathrooms located in that area during this time.

LaFayette Day Committee members consist of Chambers County employees: Mike Ellis, Sheriff Sid Lockhart, Doug Jones and Chambers County Commissioner, Jimbo Brown.

Thank you for your continued support and concern for our school and the help we have always received from you at The Chambers County Commission on behalf of the adults and children of our area who have cognitive, intellectual and developmental disabilities.

Because of people like you we are able to continue providing education and training to the 120 people we serve at Valley Haven.

Sincerely,

Craig Brown, Executive Director
Valley Haven School

Lynn Oliver, Chair
LaFayette Day Committee

STATE OF ALABAMA

COUNTY OF CHAMBERS

WHEREAS, Valley Haven School is sponsoring an event known as LaFayette Day for Valley Haven School to be held on Saturday, April 9, 2016; and,

WHEREAS, as part of said planned event, Valley Haven School has requested to have certain portions of the Chambers County Courthouse open so that citizens may have utilization of restroom facilities in the Courthouse; and,

WHEREAS, the Chambers County Courthouse would normally be closed on Saturday, April 9, 2016, and unavailable for public use; and,

WHEREAS, the hereinafter Chambers County employees and representatives have volunteered to be onsite and to monitor, oversee, and supervise the use of the Chambers County Courthouse on April 9, 2016 in order that the citizens and participants may make use of the Chambers County Courthouse; and,

WHEREAS, the undersigned Sheriff Sid Lockhart, Douglas Jones, and James (Jimbo) Brown, individually and in their respective capacities, do hereby confirm to the Chambers County Commission their willingness to voluntarily serve in overseeing, monitoring, and supervising the use of the Chambers County Courthouse on April 9, 2016.

DONE this 4TH day of APRIL, 2016.

Date:

Witness:

<u>4/4/16</u>	<u>Regina Chambers</u>	<u>Sid Lockhart</u> Sheriff Sid Lockhart
<u>4-1-16</u>	<u>Linda Anderson</u>	<u>Douglas Jones</u> Douglas Jones
<u>4/4/16</u>	<u>Regina Chambers</u>	<u>James Brown</u> James (Jimbo) Brown



Chambers County
DEVELOPMENT AUTHORITY
STRENGTH WOVEN IN

March 24, 2016

Mrs. Regina Chambers, County Manager
Chambers County Commission
2 South LaFayette Street
LaFayette, AL 36862

Dear Mrs. Chambers:

Please allow this letter to serve as a formal request as a follow up from the Rules Ways & Means Committee meeting held on March 16, 2016. During such meeting, Committee members agreed to fund Project Hosanna's Home from the 106 Economic Development Fund. The funds requested are not to exceed \$10,000.

Funding will be used for the following items:

1. **\$3,000** to be used to acquire land currently owned by Chambers County, AL . Parcel # 12 12 01 12 2 001 005.000. This parcel will be surveyed out to equate 6 acres. An additional **\$3,000** will come from Hosanna's home to pay the Chambers County Commission's General fund for sale of property. The CCDA will then purchase the property from Chambers Co.
2. Survey of parcel will be provided in-kind at no cost to the CCDA and Chambers County and Hosanna's Home. Estimated value is **\$1,500**
3. Upon successful survey and deeding of the property the CCDA will convey to Hosanna's where homes will be built for clients and reintroduce them into the workforce. Estimated administrative work and legal review is **\$1,000**.
4. Fencing will have to be installed around the perimeter of the property. Estimated costs of fencing is **\$4,700**.

I will present my request formally to the Commission at the April 4th meeting. A resolution stating that the CCDA will be reimbursed up to \$10,000 for purchase, surveying, fencing and project oversight will be sufficient to allow us to get moving.

Sincerely,

Valerie G. Gray

Cc: Mac Tucker, Angie Chappell, Skip McCoy, Debbie Wood



March 24, 2016

Chambers County Engineering Department
18107 US 431 North
PO Box 650
LaFayette, Alabama 36862

Attn: Mr. Josh Harvill, P.E.
County Engineer
P: (334) 864 4377
E: josh.harvill@chamberscountyal.gov

Re: Proposal for Geotechnical Engineering Services
Proposed Bridge Abutment Repair
Chambers CR-1092 over Oseligee Creek
Chambers County, Alabama
Terracon Proposal PE1165138

Dear Mr. Harvill:

Terracon Consultants, Inc., (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of these studies will be to evaluate the pertinent geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of foundations. This proposal outlines our understanding of the projects and scope of services and provides an estimated fee for our services.

1.0 PROJECT INFORMATION

We understand that an existing abutment on the timber bridge over Oseligee Creek on Chambers County Road 1092 is damaged. The County has plans to replace the damaged abutment. We understand that the remaining bridge supports will remain. Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist to characterize the subsurface conditions and geotechnical engineering to develop geotechnical design and construction recommendations. The following sections provide an overview of the work scope for each of these aspects of the project.

Terracon Consultants, Inc. 110 12TH Street North Birmingham, Alabama 35203
P [205] 942-1289 F [205] 443- 5302 terracon.com

Proposal for Geotechnical Engineering Services

Proposed Bridge Abutment Repair ■ Chambers County, Alabama

March 24, 2016 ■ Terracon Proposal PE1165138

**2.1 Field Exploration**

Our field exploration work includes the drilling and sampling of one (1) exploratory soil boring. The boring will be performed to auger refusal depth and extended into the underlying bedrock by rock coring. The boring will be performed in an area adjacent to the damaged structure that is accessible to a truck-mounted drill rig (generally from the roadway, or shoulder). We have estimated an auger refusal depth of about 30 feet below existing site grades for budgeting purposes. We have included a budget to core 10 feet of the underlying bedrock.

2.1.1 Procedures

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. SPT tests would be performed at 2.5-foot intervals for the first 10 feet, and then at 5-foot intervals until boring termination. The SPT tests enable us to compare penetration resistance to various empirical correlations for soil parameters, and also recover samples for soil identification and classification. In addition we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. The field work would be initiated under the supervision of a project engineer in order to log soil samples and maximize the field data obtained.

The boring will be sampled using split spoon sampling devices consistent with ASTM D1586 and thin walled sampling devices consistent with ASTM D1587. Sample intervals will be no greater than 5 feet on center.

The field exploration will also include observations for groundwater. This will occur during the exploration program while the borehole is being advanced. No provisions have been made to collect water level data other than the observations made during the advancement of the boring.

2.1.2 Site Access

Our fee is based on the site being accessible to our trailer-mounted drilling equipment and Terracon providing layout of the boring; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing crops / landscape or location of underground utilities beyond contacting the "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

In order to conduct our exploration of the project site, we must be granted access by the County. By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope.

Proposal for Geotechnical Engineering Services

Proposed Bridge Abutment Repair ■ Chambers County, Alabama
March 24, 2016 ■ Terracon Proposal PE1165138



We have made certain assumptions related to our services:

- Since we will be drilling borings from the existing roadway, traffic control will be essential to our field work. We understand that the existing roadway has been closed in the area of the existing bridge and will remain closed during our field exploration.
- If required, we have also assumed that Chambers County (or their designated surveyor) can provide the surveying support (roadway station, offset, northing, easting, and elevation) to field locate the borehole.

2.1.3 Property Disturbance

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities, such as rutting of the ground surface. However, in the normal course of our work some such disturbance will occur. We have not budgeted to restore the site beyond backfilling our borehole. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

The boring will be backfilled immediately after completion with auger cuttings. Excess auger cuttings will be disposed of on the site by spreading in the area of the exploration point. Because backfill material often settles below the surface after a period of time, you should observe the exploration point periodically for signs of depression and backfill if necessary. We could provide this service at your request, but this would involve additional costs.

2.1.4 Safety

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will file appropriate notification to the local and/or state mandated excavation permit office(s), as required by state law, and we will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains. Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate.

2.2 Laboratory Testing

Representative soil samples will be tested in our laboratory to determine pertinent engineering characteristics. Testing will include visual classification, moisture content, sieve analysis, and Atterberg limits testing, as appropriate. Our laboratory procedures will follow ASTM standards.

Proposal for Geotechnical Engineering Services

Proposed Bridge Abutment Repair ■ Chambers County, Alabama

March 24, 2016 ■ Terracon Proposal PE1165138



We will also perform chemical analysis of composite soil sample to determine pH, resistivity, and chloride and sulfate content.

The types or actual number of laboratory tests cannot be predicted. The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

2.3 Geotechnical Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer. Following the completion of the field and laboratory programs, a geotechnical engineering analyses and evaluation will be performed by a professional geotechnical engineer licensed in the State of Alabama. Our results will be summarized in a foundation report for each structure that will include but not be limited to the following information:

- Local Geology
- Boring Log and Location Plan
- Subsurface Profile
- Laboratory test Results
- Settlement and Stability Evaluations
- Foundation Recommendations

3.0 SCHEDULE

We have developed a schedule to complete the scope of work stated in Sections 2.1 through 2.3 based upon our existing availability at the date of this proposal. We can generally begin the field exploration program within about 5 to 7 days after receipt of our signed Agreement for Services, if site and weather conditions permit. We anticipate the fieldwork to take approximately 1 day. The reports will be completed within 15 working days of the completion of the fieldwork. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

The schedule above is predicated upon our current availability and our understanding of your schedule needs. In the event the schedule provided is inconsistent with your needs, please contact us, and we will consider alternatives.

4.0 COMPENSATION

We will provide the geotechnical services work scope as stated in Section 2.1 through 2.3 for the estimated fee of **\$6,307**. A budget estimate worksheet is included as an attachment. Unless

Proposal for Geotechnical Engineering Services

Proposed Bridge Abutment Repair ■ Chambers County, Alabama
March 24, 2016 ■ Terracon Proposal PE1165138

Terracon

instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement form.

We are available to review earthwork and foundation related portions of project drawings and specifications and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged in accordance with the attached unit rates. We will obtain your specific authorization prior to providing any additional services.

5.0 AUTHORIZATION

Work will be performed under the provisions of the attached Agreement for Services. This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to work with you as part of your TEAM and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Very truly yours,
Terracon Consultants, Inc.



Matthew S. McCullough, P.E.
Project Engineer



Jerome A. Smith, P.E.
Manager, Geotechnical Services

Attachments: Budget Estimate Worksheet
Agreement for Services

Budget Estimate Worksheet



Project Abutment Repair at CR-1092 Over Oseligee Creek
Location Chambers County, Alabama

Quantity	<u>FIELD SERVICES</u>			
200	Mobilization/demob	Mi	1.98	396.00
	Drill Crew Per Diem	Dy	225.00	0.00
30	SPT borings	Ft	10.53	315.90
	Thin-Wall Tube Samples	Ea	46.54	0.00
10	Rock Coring	Ft	33.35	333.50
30	Temporary Casing	Ft	6.00	180.00
1	Water Truck (C+10%)	Dy	262.50	262.50
	Temp Piezometer (pre-drilled) (C+10%)	Ft	10.00	0.00
10	Staff Professional 2	Hr	96.23	962.30
	Staff Professional 4	Hr	152.66	0.00
200	Staff Mileage	Mi	0.57	113.00
*	Traffic Control (C+10%)	Dy	1,200.00	0.00
*	Surveying (C+10%)	Ls	1,650.00	0.00
	Estimated Field Services			2,563.20

*Surveying and temporary traffic control to be provided by Chambers County Highway Department

	<u>LABORATORY TESTING</u>			
8	Natural Moisture Content	Ea	23.66	189.28
2	Atterberg Limits	Ea	94.63	189.26
2	Sieve Analysis	Ea	94.63	189.26
	Hydrometer	Ea	236.58	0.00
	Standard Proctor	Ea	118.29	0.00
	Triaxial Shear	Ea	378.52	0.00
1	Unconfined Compression Test	Ea	94.63	94.63
	Consolidation Test	Ea	425.84	0.00
1	pH	Ea	47.32	47.32
1	Sulfates (C+10%)	Ea	80.00	80.00
1	Resistivity	Ea	118.29	118.29
1	Chlorides (C+10%)	Ea	80.00	80.00
	Topsoil test (C+10%)	Ea	110.00	0.00
	Estimated Laboratory Testing			988.04

	<u>ENGINEERING SERVICES- Foundation Report</u>			
	Staff Professional 1	Hr	86.88	0.00
	Staff Professional 2	Hr	96.23	0.00
10	Staff Professional 3	Hr	138.80	1,388.00
4	Staff Professional 4	Hr	152.66	610.64
1	Staff Professional 5	Hr	221.18	221.18
6	Draftsman	Hr	79.64	477.84
1	Administrative Assistant	Hr	58.30	58.30
	Estimated Engineering Services			2,755.96

TOTAL ESTIMATED BUDGET \$6,307.20

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Chambers County Commission ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bridge Abutment Repair on Chambers CR-1092 project ("Project"), as described in the Project Information section of Consultant's Proposal dated 03/24/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

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