

CHAMBERS COUNTY COMMISSION MEETING.....APRIL 7, 2015

The Chambers County Commission met on Tuesday, April 7, 2015 at 4:00 P.M. CST with the following members in attendance: Chairman David Eastridge, Commissioners Charlie Williams, James Brown, Joe Blanks and Henry Osborne. Engineer Harvill, County Attorney McCoy and County Manager Dendy were also in attendance. Commissioner Wood was absent.

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

PROCLAMATION: APRIL AS CHILD ABUSE PREVENTION MONTH

Commissioner Osborne presented a proclamation for April as Child Abuse Prevention Month in Chambers County, Alabama (see page 225). This proclamation was presented to Ms. Casey Freeman. Ms. Freeman expressed her appreciation to the commission for their support.

911 CENTER CONSTRUCTION UPDATE

EMA Director Donnie Smith approached the commission to give an update on the construction of the 911 center. Mr. Smith informed that 57 days have been lost due to bad weather, but they were digging footing and laying blocks. The estimated date of completion is to be mid-November.

MINUTES AND WARRANTS PAYABLE

Commissioner Brown motioned to adopt the March 16, 2015 minutes and warrants payable. Commissioner Williams seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To adopt the March 16, 2015 minutes and warrants payable.”

AGENDA APPROVAL

Commissioner Williams motioned to approve the agenda as presented for the April 7, 2015 meeting. Commissioner Brown seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the agenda for the April 7, 2015 meeting.”

**RESOLUTION: TO ADOPT THE CHAMBERS COUNTY
SENIOR TRANSPORTATION TITLE VI PLAN**

County Manager Dendy presented the Chambers County Senior Transportation Title VI Plan for consideration by the commission (see pages 226-253). Commissioner Osborne motioned to adopt the plan as presented. Commissioner Blanks seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To adopt the Chambers County Senior Transportation Title VI Plan as attached hereto on pages 226-253.”

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

EMA Director Donnie Smith requested a resolution to authorize the chairman to execute a Cooperative Agreement Emergency Management Performance Grant (EMPG) (see pages 254-261). Commissioner Brown motioned to adopt this resolution as presented. Commissioner Blanks seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To authorize the chairman to execute a Cooperative Agreement Emergency Management Performance Grant (EMPG) as attached hereto on pages 254-261.”

**RESOLUTION 04-07.15
AMENDED TAX ABATEMENT FOR GREAT LAKES METAL STAMPING**

Ms. Kimberly Carter approached the commission with an amended tax abatement for Great Lakes Metal Stamping (see pages 262-268). Ms. Carter informed that the Rules, Ways and Means Committee had recommended approval of this tax abatement. It was **approved** by the “**I**” vote.

RESOLVED: “To approve an amended tax abatement for Great Lakes Metal Stamping as attached hereto on pages 262-268.”

RESOLUTION: PROJECT #STPNU-0914(250)

Engineer Harvill requested a resolution to concur with the Alabama Department of Transportation’s award of contract to Chris Clark Grading and Paving, Inc., the low bidder, for the Full Depth Reclamation, Paving and Traffic Stripe on County Road 108 from County Road 62 to State Road 77 – Length: 3.076 miles. Project #STPNU-0914(250) (see pages 269-271). Commissioner Blanks motioned to adopt this resolution as requested. Commissioner Osborne seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To concur with the Alabama Department of Transportation’s award of contract to Chris Clark Grading and Paving, Inc., the low bidder, for the Full Depth Reclamation, Paving and Traffic Stripe on County Road 108 from County Road

62 to State Road 77 – Length: 3.076 miles. Project #STPNU-0914(250) as attached hereto on pages 269-271.”

RESOLUTION: PROJECT #STPNU-0914(251)

Engineer Harvill requested a resolution to concur with the Alabama Department of Transportation’s award of contract to Chris Clark Grading and Paving, Inc., the low bidder, for the Full Depth Reclamation, Paving, and Traffic Stripe on County Road 105 from State Road 77 to US 431 – Length: 1.309 Miles. Project #STPNU-0914(251) (see pages 269-271). Commissioner Blanks motioned to adopt this resolution as requested. Commissioner Brown seconded this motion. It was **approved** by the “I” vote.

RESOLVED: “To concur with the Alabama Department of Transportation’s award of contract to Chris Clark Grading and Paving, Inc., the low bidder, for the Full Depth Reclamation, Paving, and Traffic Stripe on County Road 105 from State Road 77 to US 431 – Length: 1.309 Miles. Project #STPNU-0914(251) as attached hereto on pages 269-271.”

PROJECT AGREEMENT INCENTIVE WITH ISS COMPANY

Attorney McCoy informed that he had met with Ms. Kimberly Carter, Ms. Valerie Gray and personnel from ISS Company in regards to the audit on the project agreement with ISS Company. ISS has now reached the number in regards to employees, required by the project agreement and thus are entitled to the \$40,000 incentive pursuant to the agreement. Mr. John is thus authorized to write the check from the 106 Fund to pay ISS on their incentive.

PROPOSED BILL FOR EQUALIZED SALES TAXES

Attorney McCoy encouraged each commissioner to speak with our legislative delegations in regards to our proposed bill on equalized sales taxes.

PUBLIC HEARING: CHRIST-SERV ROAD VACATION

Attorney McCoy informed that a public hearing would be held prior to the April 20, 2015 meeting at 3:45 in connection with Christ-Serv road vacation.

ATRIP PROJECTS UPDATES

Engineer Harvill gave an update on the ATRIP projects.

PURCHASE OF A NEW PICKUP TRUCK FOR MAINTENENACE

County Manager Dendy informed the commission that the truck that Mr. Ron Sessions drives is worn out and Mr. Sessions is in need of a new truck. Mr. Dendy informed that he would like to search for a new vehicle to replace this one.

CDBG BLOCK GRANT WORKSHOP

County Manager Dendy informed the commission that Commissioner Blanks and he would be in a CDBG Block Grant Workshop on April 20th and 21st and would not be in attendance at the next commission meeting. This grant would be for the Town of Five Points.

HUMAN RESOURCES COMMITTEE MEETING

Commissioner Williams informed that he is aware that the Human Resources Committee needs to meet, but would like to give Commissioner Wood time to be in attendance. Commissioner Williams further informed that he would touch base with Commissioner Wood for a date and time that is feasible with her schedule.

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

Chairman David Eastridge _____

Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Joe Blanks _____

Commissioner Henry Osborne _____

Commissioner Debbie Wood _____ **ABSENT**

PROCLAMATION



STATE OF ALABAMA
CHAMBERS COUNTY

April as Child Abuse Prevention Month Chambers County, Alabama

WHEREAS, physical, emotional and sexual abuse of children in our community remains a serious problem; and,

WHEREAS, National statistics suggest that as many as 1 in 4 girls and 1 in 5 boys becomes a victim of child abuse during childhood; and,

WHEREAS, the Department of Human Resources in conjunction with the Tri-County Children's Advocacy Center and local law enforcement officials, jointly reviewed 732 cases of child sexual abuse and physical abuse within the County in the last year; and,

WHEREAS, the Tri-County Children's Advocacy Center provided 690 therapy sessions and 207 forensic interviews to child abuse victims with the County this last year; and

WHEREAS, the public needs to be aware of the serious nature and prevalence of Child Abuse in order to help prevent abuse and to report its occurrence; and

WHEREAS, the month of April has been designated in communities throughout the nation as Child Abuse Prevention Month.

THEREFORE, be it resolved that the Chambers County Commission, designates the Month of April as Child Abuse Prevention Month and encourages its citizens to help protect our children from abuse.

IN WITNESS WHEREOF, We have hereunto set our hands this 7th day of April in the year of our Lord Two Thousand and Fifteen.

David Eastridge
David Eastridge, Chairman, District 5

Charlie Williams
Charlie Williams, District 1

Henry Osborne
Henry Osborne, District 4

Joe Blanks
Joe Blanks, Vice Chairman, District 3

James Brown
James Brown, District 2

Debbie Wood
Debbie Wood, District 6

CHAMBERS COUNTY COMMISSION SENIOR TRANSPORTATION

TITLE VI PROGRAM

April 7, 2015

**2 SOUTH LAFAYETTE STREET
LAFAYETTE, AL 36862
334-864-4347
www.chamberscountyal.gov**

TITLE VI PROGRAM
 CHAMBERS COUNTY COMMISSION
 April 7, 2015

TABLE OF CONTENTS

	<u>Page</u>
I. Policy Statement	1
II. Notice to the Public	1
III. Complaint Procedures and Form	1
IV. Transit-Related Investigations, Complaints, and Lawsuits	3
V. Public Participation Plan	3
VI. Limited English Proficient Plan	4
VII. Minority Representation on Planning and Advisory Bodies	5
VIII. Guidance on Determining Site or Location of Facilities	6
IX. Additional Title VI Information	6
X. Board Meeting Resolution of Approved Title VI Program	6

APPENDICES

Appendix A – Title VI Notice to the Public	7
Appendix B – Title VI Complaint Form	8
Appendix C – List of Transit-Related Investigations, Complaints, and Lawsuits,	10
Appendix D – Limited English Proficiency Plan	11
Appendix E – Table Depicting Minority Representation on Planning and Advisory Bodies	20
Appendix F – Title VI Construction Project Analysis	21
Appendix G – Additional Title VI Information	24
Appendix H – Documentation of Title VI Authorization	26

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

I. Policy Statement

The CHAMBERS COUNTY COMMISSION ensures compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21, and related statutes and regulations to the end that "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 subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d) including the denial of meaning access for Limited English Proficient (LEP) persons.

The purpose of this plan is to assist the CHAMBERS COUNTY COMMISSION in its administration and management of Title VI related activities. The CHAMBERS COUNTY COMMISSION's Title VI Coordinator is BRENDA MURRAY, SENIOR TRANSPORTATION COORDINATOR. She can be contacted at 334.864.2491 and/or brenda.murray@chamberscountyal.gov

II. Notice to the Public

The CHAMBERS COUNTY COMMISSION has developed a Title VI Notice to provide information to the public regarding the CHAMBERS COUNTY COMMISSION's Title VI obligations and to inform the public of the protections against discrimination afforded to them by Title VI. The notice also includes contact information to file a discrimination complaint with the CHAMBERS COUNTY COMMISSION as well as information to file a complaint directly with the Federal Transit Administration (FTA).

The CHAMBERS COUNTY COMMISSION has posted the Title VI Notice on the agency's website and in public areas of the agency's office(s) including the receptionist area, meeting rooms and Nutrition Center. This notice will be translated into languages other than English as needed. A copy of the notice is included as Appendix A.

III. Complaint Procedures and Form

A Title VI complaint may be filed by any individual or individuals who allege that he or she has been subjected to discrimination or adverse impact under any FTA funded program or activity based on race, color, or national origin. The CHAMBERS COUNTY COMMISSION has adopted Title VI complaint procedures for investigating and tracking complaints. A formal, signed, written Title VI complaint form must be filed within 180 days of the date of the alleged act of discrimination. A copy of the complaint form is included in Appendix B. The complaint procedures and complaint form are also posted on the CHAMBERS COUNTY COMMISSION's website. Completed forms should be submitted to:

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

BRENDA MURRAY
SENIOR TRANSPORTATION COORDINATOR
CHAMBERS COUNTY COMMISSION
2 SOUTH LAFAYETTE STREET
LAFAYETTE, AL 36862
334-864-2491
334-864-4306
brenda.murray@chamberscountyal.gov

Once the complaint is received, the CHAMBERS COUNTY COMMISSION will review it to determine who has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the CHAMBERS COUNTY COMMISSION's office. The CHAMBERS COUNTY COMMISSION will only process complaint forms that are complete.

In a situation where the complainant is unable or incapable of providing a written complaint, a verbal complaint of discrimination may be made to the CHAMBERS COUNTY COMMISSION. Under these circumstances, the complainant will be interviewed and the CHAMBERS COUNTY COMMISSION will assist the complainant in converting the verbal allegations to a formal written complaint.

The CHAMBERS COUNTY COMMISSION has 15 business days to investigate the complaint. If more information is needed to resolve the case, the CHAMBERS COUNTY COMMISSION may contact the complainant. The complainant has 15 business days from the date of this letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the CHAMBERS COUNTY COMMISSION can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the accused staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 15 days after the date of the closure letter or the LOF to do so.

If the complainant is not satisfied with actions taken locally or if they demand further action, the complaint will be referred to Mr. Joe Nix, Alabama Department of Transportation, Modal Programs Bureau, 1100 John Overton Drive, Montgomery, Alabama 36110.

A person may also file a complaint directly with the Federal Transit Administration at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

IV. Transit-Related Investigations, Complaints, and Lawsuits

The CHAMBERS COUNTY COMMISSION shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint. Any transit related Title VI active investigations and lawsuits shall also be included in this log. This log shall be included in the Title VI Program that is submitted to ALDOT every three years.

There have been no Title VI transit-related investigations, complaints, or lawsuits received by the CHAMBERS COUNTY COMMISSION. A copy of the Title VI Transit Investigations, Complaints, and Lawsuits Form that will be used if a complaint or lawsuit is filed can be found in Appendix C.

V. Public Participation Plan

The CHAMBERS COUNTY COMMISSION is committed to providing early and continuous opportunities for public participation in the transportation decision making process. These opportunities are open to everyone including minority, low-income, and the Limited English Proficiency (LEP) populations. The Public Participation Plan provides for an open exchange of information and ideas between the public and transportation decision makers. The CHAMBERS COUNTY COMMISSION's public participation program is ongoing and reviewed regularly in order to identify, meet, and serve the community's needs.

In an effort to more fully integrate the opinions of minority, low-income, and LEP populations into community outreach activities, the CHAMBERS COUNTY COMMISSION's public participation program will:

- Reduce barriers to public participation from these segments of the population.
- Place public notices on transit websites, in the receptionist areas, and on transit vehicles.
- Utilize the media (newspaper, radio, television, etc.) to notify the minority, low-income and LEP populations of public involvement efforts.
- Ensure that the decision making process adequately considers the issues and concerns raised by minority, low-income, and LEP populations.
- Develop Title VI brochures in English and other languages as needed.
- Make public information available in electronically accessible formats.
- Develop signs, fliers, or other materials to mail or distribute to the general public and to post in libraries, community centers, etc.

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

To date, the CHAMBERS COUNTY COMMISSION has participated in the following public outreach and involvement activities:

- CHAMBERS COUNTY COMMISSION staff members have participated in and supported Community-Based Transportation Programs for disadvantaged communities.
- We do not exclude anyone's comments.
- Public Meetings have been held at convenient times and accessible locations for the LEP populations.
- Meeting notifications have been published in newspapers that service minorities.
- CHAMBERS COUNTY COMMISSION staff members have attended local meetings to identify community needs and to participate as a stakeholder agency.
- CHAMBERS COUNTY COMMISSION staff members have participated in public outreach efforts to explain specific transit proposals and to solicit comments. These outreach efforts include interactions at public open houses.
- Public notices have been posted on the transit website, in the receptionist area, on the buses, and at bus stops.

VI. Limited English Proficient Plan

The Four Factor Analysis is used to identify Limited English Proficient (LEP) persons who need language assistance, outline how language assistance is provided, and describe how the CHAMBERS COUNTY COMMISSION considers the needs of LEP persons. This assessment balances the following four factors:

- A. The number or proportion of LEP persons eligible to be served or likely to be encountered by the CHAMBERS COUNTY COMMISSION's program. In addition to the number or proportion of LEP persons served, the analysis identified:
 1. How LEP persons interact with the CHAMBERS COUNTY COMMISSION;
 2. Where LEP communities are located and the number or proportion of LEP persons from each language group to determine the appropriate language services for each language group;
 3. The literacy skills of LEP populations in their native languages in order to determine whether document translation will be an effective practice; and

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

4. Whether or not LEP persons are underserved by the CHAMBERS COUNTY COMMISSION due to language barriers.
- B. The frequency with which LEP persons come into contact with the program. The following areas were evaluated:
 1. Bus users;
 2. Receptionist interactions; and
 3. Operator and Staff surveys.
- C. The nature and importance of the CHAMBERS COUNTY COMMISSION's program to people's lives.
- D. The resources available for LEP outreach and the costs associated with that outreach.

The CHAMBERS COUNTY COMMISSION has developed a Limited English Proficiency Plan which is located in Appendix D. It includes:

- Results of the Four Factor Analysis, including a description of the LEP population(s) served;
- A description of how language assistance services will be provided;
- The methods used by the CHAMBERS COUNTY COMMISSION to provide language assistance services;
- A description of how employees are trained to provide timely and reasonable language assistance to LEP populations;
- A description of how notice is provided to LEP persons about the availability of language assistance; and
- An explanation of how the plan is monitored, evaluated, and updated.

Safe Harbor Provision

The CHAMBERS COUNTY COMMISSION has identified that they do not meet the Safe Harbor Threshold because no individual language group exceeds the threshold of 1,000 persons or 5%, whichever is less, of the total population eligible to be served by the program.

VII. Minority Representation on Planning and Advisory Bodies

The CHAMBERS COUNTY COMMISSION will not deny a person the opportunity to

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

participate as a member of a planning, advisory, or similar body which is an integral part of the program on the grounds of race, color, or national origin.

The CHAMBERS COUNTY COMMISSION does not have transit-related non-elected planning boards, advisory councils or committees, or similar committees that are selected by the CHAMBERS COUNTY COMMISSION. If the CHAMBERS COUNTY COMMISSION establishes such boards or committees, a table will be used to depict the racial breakdown of the membership of those committees and will be included in future Title VI programs (see Appendix E). In addition, a description of efforts made to encourage the participation of minorities on such committees will be included.

VIII. Guidance on Determining Site or Location of Facilities

The CHAMBERS COUNTY COMMISSION has no construction projects scheduled. In the event that the CHAMBERS COUNTY COMMISSION decides to acquire land and/or construct facilities, the CHAMBERS COUNTY COMMISSION shall not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any transit federally funded program based on the grounds of race, color, or national origin. The CHAMBERS COUNTY COMMISSION shall comply with all federal requirements including 49 CFR Part 21 and FTA Circular 4702.1B and all subsequent provisions.

The CHAMBERS COUNTY COMMISSION will complete a Title VI equity analysis during the planning state of any new facility with regard to where it is to be located or sited to ensure the location is selected without regard to race, color, or national origin. Wherever necessary, needed, and/or required, the CHAMBERS COUNTY COMMISSION will engage in outreach to persons potentially impacted by the placement of facilities. The Title VI equity analysis will compare the equity impacts of various alternatives and will occur before the selection of preferred sites. A copy of the Title VI Construction Project Analysis can be found in Appendix F.

IX. Additional Title VI Information

Additional Title VI information is included in Appendix G.

X. Board Meeting Resolution of Approved Title VI Program

The CHAMBERS COUNTY COMMISSION approved the Title VI program on <DATE>. A copy of the **AUTHORIZING RESOLUTION** is included as Appendix H.

Appendix A

Title VI Notice to the Public

TITLE VI NOTICE OF PROTECTION AGAINST DISCRIMINATION

CHAMBERS COUNTY COMMISSION operates its programs without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the CHAMBERS COUNTY COMMISSION.

For more information on the civil rights program and the procedures to file a complaint, contact:

CHAMBERS COUNTY COMMISSION
2 South LaFayette Street
LaFayette, AL 36862
334-864-4341
www.chamberscountyal.gov

A complaint may be filed directly with the Federal Transit Administration by contacting:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington DC 20590

If information is needed in another language, then contact
334-864-2491.

Appendix B

Title VI Complaint Form

Section I		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Section II		
Are you filing this complaint on your own behalf? Circle	Yes	No
If you answered "yes" to this question, go to Section III .		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party: _____		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No
Section III		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin		
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

TITLE VI PROGRAM
 CHAMBERS COUNTY COMMISSION
 April 7, 2015

Section IV		
Have you previously filed a Title VI complaint with this agency? Circle	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply: <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
Section VI		
Name of agency complaint is against:		
Contact person:		
Title:		
Telephone number:		

Attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

 Signature

 Date

Please submit this form in person at the address below, or mail this form to:

Brenda Murray
 Chambers County Senior Transportation
 2 South LaFayette Street
 LaFayette, AL 36862

Appendix C

List of Transit-Related Investigations, Complaints, and Lawsuits

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status Pending or Closed	Action(s) Taken
Investigations				
1.				
2.				
Complaints				
1.				
2.				
Lawsuits				
1.				
2.				

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

Escambia	35,700	178	0.50%	131	0.40%	34	0.10%	13	0.00%	-	0.00%
Etowah	97,968	1,553	1.60%	1,102	1.10%	120	0.10%	240	0.20%	91	0.10%
Fayette	16,414	87	0.50%	44	0.30%	19	0.10%	24	0.10%	-	0.00%
Franklin	29,352	2,336	8.00%	2,314	7.90%	22	0.10%	-	0.00%	-	0.00%
Geneva	25,078	395	1.60%	369	1.50%	-	0.00%	26	0.10%	-	0.00%
Greene	8,623	7	0.10%	7	0.10%	-	0.00%	-	0.00%	-	0.00%
Hale	15,035	58	0.40%	13	0.10%	5	0.00%	20	0.10%	20	0.10%
Henry	16,304	244	1.50%	81	0.50%	104	0.60%	59	0.40%	-	0.00%
Houston	93,681	1,304	1.40%	890	1.00%	129	0.10%	250	0.30%	35	0.00%
Jackson	50,342	469	0.90%	430	0.90%	-	0.00%	37	0.10%	2	0.00%
Jefferson	613,744	16,987	2.80%	13,300	2.20%	1,040	0.20%	2,079	0.30%	568	0.10%
Lamar	13,776	38	0.30%	35	0.30%	-	0.00%	3	0.02%	-	0.00%
Lauderdale	87,144	1,093	1.30%	816	0.90%	35	0.00%	214	0.20%	28	0.00%
Lawrence	32,127	140	0.40%	137	0.40%	-	0.00%	3	0.00%	-	0.00%
Lee	129,482	4,013	3.10%	1,972	1.50%	406	0.30%	1,524	1.20%	111	0.10%
Limestone	75,692	2,110	2.80%	1,818	2.40%	160	0.20%	132	0.20%	-	0.00%
Lowndes	10,825	49	0.50%	35	0.30%	14	0.10%	-	0.00%	-	0.00%
Macon	20,379	121	0.60%	105	0.50%	13	0.10%	3	0.00%	-	0.00%
Madison	308,736	8,169	2.60%	4,984	1.60%	1,013	0.30%	2,049	0.70%	123	0.00%
Marango	19,821	40	0.20%	25	0.10%	15	0.10%	-	0.00%	-	0.00%
Marion	28,954	439	1.50%	414	1.40%	20	0.10%	5	0.00%	-	0.00%
Marshall	85,278	6,413	7.50%	5,892	6.90%	107	0.10%	241	0.30%	173	0.20%
Mobile	382,340	8,167	2.10%	3,811	0.10%	999	0.30%	2,908	0.80%	449	0.10%
Montro	21,752	181	0.80%	153	0.70%	7	0.00%	21	0.10%	-	0.00%
Montgomery	213,095	6,125	2.90%	3,616	1.70%	451	0.20%	1,738	0.80%	320	0.20%
Morgan	110,957	4,869	4.40%	4,463	4.00%	122	0.10%	284	0.30%	-	0.00%
Perry	9,914	105	1.10%	90	0.90%	5	0.10%	10	0.10%	-	0.00%
Pickens	18,564	212	1.10%	201	1.10%	11	0.10%	-	0.00%	-	0.00%
Pike	30,616	672	2.20%	269	0.90%	44	0.10%	359	1.20%	-	0.00%
Randolph	21,500	436	2.00%	403	1.90%	33	0.20%	-	0.00%	-	0.00%
Russell	48,754	424	0.90%	321	0.70%	72	0.10%	31	0.10%	-	0.00%
St. Clair	76,816	972	1.30%	625	0.80%	61	0.10%	286	0.40%	-	0.00%
Shelby	178,619	6,441	3.60%	5,044	2.80%	462	0.30%	892	0.50%	43	0.00%
Sumter	12,946	49	0.40%	8	0.10%	32	0.20%	-	0.00%	9	0.10%
Talladega	77,297	812	1.10%	670	0.90%	20	0.00%	86	0.10%	36	0.00%
Tallahooosa	39,160	590	1.50%	510	1.30%	70	0.20%	10	0.00%	-	0.00%
Tuscaloosa	180,060	4,925	2.70%	3,373	1.90%	428	0.20%	988	0.50%	136	0.10%
Walker	63,292	550	0.90%	489	0.80%	16	0.00%	45	0.10%	-	0.00%
Washington	16,522	58	0.40%	57	0.30%	-	0.00%	1	0.00%	-	0.00%
Wilcox	11,158	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Winston	23,323	122	0.50%	94	0.40%	24	0.10%	-	0.00%	4	0.00%

LIMITED ENGLISH PROFICIENCY (LEP) INTERACTIONS STAFF SURVEY

Individuals with Limited English Proficiency do not speak English as their primary language, have a limited ability to read, speak, write, or understand English or are native English speakers with low levels of literacy.

1) In the past six months have you encountered a Limited English Proficiency (LEP) person in your work activities?

2) What language have you encountered in the past six months?

3) How many times have you encountered a LEP person speaking (language selected in Question 2) in the past six months?

4) What type of work activity were you involved in when you encountered this language?

Choose all that apply

- ◆ Outreach/Public Meeting
- ◆ E-mail
- ◆ Phone Call
- ◆ Other, please specify

5) Have you encountered additional languages in the past six months?

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Chambers County Commission
2 South LaFayette Street
LaFayette, AL 36862
334-864-4341
www.chamberscountyal.gov

Introduction

This Limited English Proficiency Plan (LEP) has been prepared to address the CHAMBERS COUNTY COMMISSION's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English skills. This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq. and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color, or national origin.

Plan Summary

The CHAMBERS COUNTY COMMISSION has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access transit services provided by the CHAMBERS COUNTY COMMISSION. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how the CHAMBERS COUNTY COMMISSION identifies a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how LEP persons are notified that assistance is available.

In order to prepare this plan, the CHAMBERS COUNTY COMMISSION undertook the U.S. DOT Four Factor Analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a CHAMBERS COUNTY COMMISSION program, activity, or service.
2. The frequency with which LEP persons come into contact with the CHAMBERS COUNTY COMMISSION's programs, activities, or services.
3. The nature and importance of programs, activities, or services provided by the CHAMBERS COUNTY COMMISSION to the LEP population.
4. The resources available to the CHAMBERS COUNTY COMMISSION and the overall cost to provide LEP assistance.

Four Factor Analysis

- 1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a CHAMBERS COUNTY COMMISSION program, activity, or service.***

The CHAMBERS COUNTY COMMISSION reviewed the 2010 U.S. Census Report and determined that the total population for Chambers, Lee and Randolph is 183348 and 4658 (2.54%) residents report speaking English less than very well. Those persons with limited English proficiency are in the following groups: 2513 speak Spanish or Spanish Creole, 461 speak Indo European languages, and 1573 speak Asian-Pacific Island languages and 111 speak other languages. The most popular language spoken at home is Spanish other than English. The CHAMBERS COUNTY COMMISSION will likely encounter more Spanish speaking persons that benefit from the transit programs than any other LEP persons.

- 2. The frequency with which LEP persons come into contact with the CHAMBERS COUNTY COMMISSION’s programs, activities, or services.***

The CHAMBERS COUNTY COMMISSION assessed the frequency with which staff and drivers have contact with LEP persons, both presently and in the past. The following contact points and frequencies have been identified:

CONTACT POINTS	FREQUENCY
Bus Route	Moderate
Bus Drivers	Moderate
Receptionist	Moderate
Staff	Minimum
Bus Riders	Moderate

- 3. The nature and importance of programs, activities, or services provided by the CHAMBERS COUNTY COMMISSION to the LEP population.***

The program offers older unabled/disabled citizens assistance by providing the ability to shop, transit to doctors’ appointments, and delivery of meals. Without this the older unabled/disabled citizens that do not have family would not have any form of transportation.

- 4. The resources available to the CHAMBERS COUNTY COMMISSION and the overall cost to provide LEP assistance.***

The CHAMBERS COUNTY COMMISSION assessed its resources and determined that funds are available within the current budget for providing LEP assistance. The CHAMBERS COUNTY COMMISSION also determined which documents would be most beneficial if translated into other languages. An inventory of available organizations with which the CHAMBERS COUNTY COMMISSION could partner for outreach and translation efforts was also identified. In addition, volunteer community agencies! and web based translation services were identified as ways to reduce the

cost of translation services.

Limited English Proficiency (LEP) Plan Outline

There are five areas that comprise the CHAMBERS COUNTY COMMISSION's LEP PLAN:

1. Identifying LEP Individuals Requiring Language Assistance
2. Providing Language Assistance
3. Training Staff
4. Providing Notice to LEP Persons
5. Monitoring and Updating the LEP Plan

1. Identifying LEP Individuals Requiring Language Assistance

The CHAMBERS COUNTY COMMISSION identifies an LEP person who requires language assistance by:

- Interviewing receptionist to identify language assistance that has been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed for similar future situations.
- Regularly surveying drivers and other first line staff who have direct or indirect contact with LEP individuals.
- Assigning a staff person to greet participants as they arrive at CHAMBERS COUNTY COMMISSION sponsored events. By engaging participants in conversation, it is possible to informally gauge each attendee's ability to speak and understand English.
- Providing Language Identification Flash Cards at events.

2. Providing Language Assistance

The CHAMBERS COUNTY COMMISSION assists an LEP person who requires language assistance by:

- Networking with local organizations that provide service to LEP individuals and seeking opportunities to provide information on the CHAMBERS COUNTY COMMISSION's programs and services through these organizations.
- Posting the CHAMBERS COUNTY COMMISSION's Title VI Notice, Complaint Procedures, and Complaint Form on the agency's website.
- Making public notices, publications, and other printed materials (including webpage content) available in other languages as needed or requested.

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

- Providing Language Identification Flash Cards onboard the CHAMBERS COUNTY COMMISSION's fleet, in Field Supervisor vehicles, and at the Administrative Office.
- Utilizing a web-based translation service application such as Google Translate.

3. Training Staff

The CHAMBERS COUNTY COMMISSION will train staff members on their role and responsibilities in providing meaningful access to services for LEP persons by:

- Providing staff with a description of language assistance services offered by the CHAMBERS COUNTY COMMISSION.
- Providing staff with specific procedures to be followed when encountering a LEP person, including how to handle a potential Title VI / LEP complaint.
- Instructing staff on the use of Language Identification Flash Cards.

4. Providing Notice to LEP Persons

The CHAMBERS COUNTY COMMISSION will provide notice to LEP persons in both oral and written communications by:

- Providing the following written communications in both English and other languages as needed:
 - Title VI Notice, Complaint Procedures, and Complaint Form.

5. Monitoring and Updating the LEP Plan

This plan is designed to be flexible and should be viewed as a work in progress. As such, it is important to consider whether new documents and services should be made accessible for LEP persons and to monitor changes in demographics and types of services.

The CHAMBERS COUNTY COMMISSION will update the LEP Plan as required by the U.S. DOT. At a minimum, the plan will be reviewed and updated when data from the most recent U.S. Census is made available, when clear and higher concentrations of LEP individuals are present in the CHAMBERS COUNTY COMMISSION's service area, and/or during the process of updating Title VI Program.

The CHAMBERS COUNTY COMMISSION will monitor and update its LEP Plan by:

- Determining how the needs of LEP persons have been addressed.

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

- Determining the current LEP population in the service area and whether the need for translation services has changed.
- Determining whether local language assistance programs have been effective and sufficient to meet the need.
- Determining whether the CHAMBERS COUNTY COMMISSION's financial resources are sufficient to fund the needed language assistance efforts.
- Determining whether the CHAMBERS COUNTY COMMISSION has fully complied with the goals of the LEP Plan.
- Determining whether complaints have been received concerning the CHAMBERS COUNTY COMMISSION's failure to meet the needs of LEP individuals.

Dissemination of the CHAMBERS COUNTY COMMISSION's LEP Plan

The LEP Plan will be disseminated to customers and the community by:

- Any person or agency may request a copy of the plan at no cost via telephone, fax, mail, or in person. LEP individuals may request that these plans be translated into various languages. If feasible, the CHAMBERS COUNTY COMMISSION will accommodate such requests.

Questions or comments regarding the LEP Plan may be submitted to the CHAMBERS COUNTY COMMISSION at the following address:

Brenda Murray
2 South LaFayette Street
LaFayette, AL 36862
334-864-2491
www.chamberscountyal.gov

Appendix E

Table Depicting Minority Representation on Planning and Advisory Bodies

Body	Caucasian	Latino	African American	Asian American	Native American
Population					
Name of Committee					
Name of Committee					
Name of Committee					

Appendix F

Title VI Construction Project Analysis

Name of Agency: _____
 Contact Person: _____
 Mailing Address: _____
 City/State/Zip Code: _____
 Contact Person: _____ Title _____
 Phone: _____ Fax _____
 E-Mail Address: _____

1. Describe the low-income and minority populations within the area affected by the construction project and the method used to identify these populations.

2. Describe the adverse effects of the project both during and after construction that would affect the identified minority and low-income populations and minority-owned businesses.

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

3. Provide a detailed list of all minority-owned businesses and households that will be affected by the construction project.

4. Describe the potential negative environmental impact, such as noise, air, or water pollution.

5. Describe the relocation program and/or other measures adopted by the subrecipient that will be used to mitigate any identified adverse social, economic, or environmental effect of the proposed construction project.

6. For each of the identified low income or minority communities, discuss the positive effects such as an improvement in transit service, mobility, or accessibility.

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

7. Describe all mitigation and environment enhancement actions incorporated into the project to address the adverse effects, including any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and replacement of community resources destroyed by the project.

8. Describe the remaining effects, if any, and why further mitigation is not proposed.

9. For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, provide a comparison of mitigation and environmental enhancement actions that affect predominantly low-income and minority areas with mitigation implemented in predominantly non-minority or non-low-income areas. If there is no basis for such a comparison, describe why that is so.

Appendix G

Additional Title VI Information

All subrecipients must address each of the following:

1. Describe all pending applications for financial assistance currently provided by other Federal agencies to the applicant.

N/A

2. Summarize all civil rights compliance reviews conducted by other local, state or federal agencies during the last three years. (Include the reason for review, name of agency performed the review, and report on the status of findings or recommendations.)

N/A

3. Is your agency considered a minority organization: ___ Yes X No

If yes, check the category(ies) that apply.

<input type="checkbox"/> Black American	<input type="checkbox"/> Sub-Continent Asian-American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian-Pacific American
<input type="checkbox"/> Native American	<input type="checkbox"/> Other

4. Does your agency provide transportation services to minority communities?
 X Yes ___ No

If yes, check the category(ies) that apply.

<u> X </u> Black American	<input type="checkbox"/> Sub-Continent Asian-American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian-Pacific American
<input type="checkbox"/> Native American	<u> X </u> Other

TITLE VI PROGRAM
CHAMBERS COUNTY COMMISSION
April 7, 2015

5. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved? If yes, please provide the name and contact information for the new coordinator/EEO Office.

N/A

6. Has your organization had any projects and/or service changes that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts?

N/A

If yes, please complete the following items:

- a. Provide a brief description of these projects/service changes.

- b. What did you do to ensure that populations affected by the project and/or service change had meaningful access to and involvement in the development process?

- c. What is the number of percentage of LEP or EJ populations affected by the project and/or service change?

Appendix H

Documentation of Title VI Authorization

RESOLUTION ADOPTING A TITLE VI PLAN

WHEREAS, the CHAMBERS COUNTY COMMISSION is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

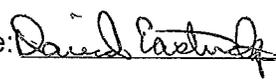
WHEREAS, the CHAMBERS COUNTY COMMISSION commits to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

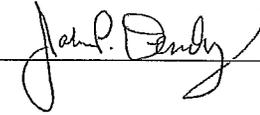
NOW, THEREFORE, be it resolved by the CHAMBERS COUNTY COMMISSION as follows:

The CHAMBERS COUNTY COMMISSION approves the proposed Title VI Program in order to comply with the Title VI federal requirements.

The SENIOR TRANSPORTATION COORDINATOR, in his/her capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

Adopted this 7th day of April, 2015.

Signature: 

Attest: 

Typed Name: David Eastridge

Typed Name: John P. Dendy

Title: Chairman

Title: County Manager

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

- 1. Grantee: Chambers Co. EMA
- 2. Effective Dates: 10/01/14 – 09/30/15
- 3. Issuing Agency: Alabama EMA
5898 County Road 41
P.O. Drawer 2160
Clanton, AL 35046-2160
- 4. CA Number: SEMA
- 5. Total State Allocation: \$1,834.00

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

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

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

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

Certification By County Official Authorized To Sign:

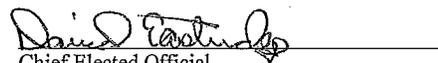
I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there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



Art Faulkner, Director
Alabama Emergency Management Agency



Local EMA Director/Coordinator



Chief Elected Official

03/23/15

Date

H-7-2015

Date

H-7-2015

Date

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

- 1. Grantee: Chambers Co. EMA
- 2. Effective Dates: 10/01/13 - 09/30/14
- 3. Issuing Agency: Alabama EMA
5898 County Road 41
P.O. Drawer 2160
Clanton, AL 35046-2160
- 4. CA Number: 4EMS

5. Federal: Allocation	25% Salary Supplement Allocation:	\$11,616.00
---------------------------	--	--------------------

- 6. CFDA #: 97.042

Subgrantee has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "Fiscal Year 2014 Emergency Management Performance Grants (EMPG)" and concurs with the terms and conditions contained therein. Please reference the following websites for EMPG Program Guidance to ensure you are in compliance http://www.fema.gov/media-library-data/1406301164934-dc25444d26520013bbd504904dca9936/EMPG_Fact_Sheet_Final.pdf. Also reference AEMA 2014 EMPG Guidance for Counties located on the AEMA County Intranet.

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

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

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

Certification By County Official Authorized To Sign:

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



Art Faulkner, Director
Alabama Emergency Management Agency



Local EMA Director/Coordinator



Chief Elected Official

MAR 17 2015

Date

4-7-2015

Date

4-7-2015

Date

1. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB Circulars, as applicable: A-21 Cost principles for Educational Institutions: A-87 Cost Principles for State and local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
3. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.
5. **Reporting Requirements:** The subgrantee agrees to complete the Bi-Annual Strategy Implementation Report (BSIR) each January and July until the end of the grant period. The subgrantee agrees to complete the quarterly performance reports.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

8. **Bidding Requirements:** The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110. as applicable, i.e. copies of invoices, receipts, or checks.
9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.**
10. **Term of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

13. **Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
- a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) the accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
 - b. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from AEMA, the subgrantee shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse AEMA for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.
17. **Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. **Debarment Certification:** With the signing of the grant application, the subgrantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions" form.
22. **Drug-Free Workplace Certification:** This certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by the state agency subgrantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or "Special Conditions" placed on the grant award.
25. **Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed on the grant award by AEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.

26. **Suspension or Termination of Funding:** AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriation Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
27. **National Incident Management System (NIMS):** The subgrantee agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subgrantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subgrantee agrees to remain a party to the Alabama Mutual Aid System Agreement.
29. **Emergency Operations Plan (EOP):** In accordance with FY 14 Federal Emergency Management Performance Grant Guidance the subgrantee agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released September 2010. The subgrantee shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operations plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subgrantees must update their EOPs once every two years.
30. **Plan Analysis Tool:** In accordance with FY 14 Federal Emergency Management Grant Guidance the subgrantee agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at <http://www.fema.gov/plan>. The subgrantee is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.
31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 14 Federal Emergency Management Performance Grant Guidance all subgrantees shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
32. **Exercise Requirement:** In accordance with FY 14 Federal Emergency Management Performance Grant Guidance subgrantee agrees that all personnel funded from this grant, shall participate in no less than three exercises in a 12 month period. And an After Action Report/Improvement Plan (AAR/IP) will be completed and submitted to hseep@dhs.gov and aemaempg@ema.alabama.gov after conduct of said exercise.

33. **Training Requirement:** In accordance with FY 14 Federal Emergency Management Performance Grant Guidance subgrantee agrees that all personnel funded from this grant, shall complete the following training requirements, record proof of completion, and forward proof to completion to AEMA.

NIMS Training:

IS 100
IS 200
IS 700
IS 800

FEMA Professional Development Series:

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

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

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

AMENDED Tax Abatement Agreement

This AMENDED Abatement Agreement is made this **7th day of April, 2015**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **Great Lakes Metal Stamping, Inc** (the Company), its successors and assigns and amends the tax abatement agreement between the parties dated 04-07-2014.

WHEREAS, the Company's NAICS Code, 332116, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):
 new project or major addition to their existing facility (the Project),
 located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 31st day of December, 2015;
 and

WHEREAS, the Project will be located in the County of Chambers (check whichever is applicable)

inside the city limits of _____,
 inside the police jurisdiction of _____,
 outside the city limits and police jurisdiction of all incorporated municipalities located in
 Chambers County

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local noneducational property taxes,
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
 all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the **7th day of April, 2015** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

all state and local noneducational property taxes,
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
 all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

owned by the entity applying for the abatement,

leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that a portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424,511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this

Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

WHEREAS, the amount to be invested, the type or category of property to be purchased, the prospective number of employees resulting from the project, the annual payroll associated with the project or other information used to calculate any tax savings estimated herein are estimates provided by the Company. All estimated tax savings are computed by third parties based on said estimates and the Granting Authority makes no representation as to the accuracy thereof. As provided for herein, the actual tax savings will vary as the project progresses and upon completion, and, if certain conditions, statutory and contractual, are not met, the Company may not qualify for the tax savings anticipated herein;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, non-educational property taxes are expected to be approximately **\$16,465.80** per year and the maximum period for such abatement shall be valid for a **period of 5 years**, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, non-educational property taxes are expected to be approximately \$___ per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$128,375 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$0

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$3,667,864 total capital investment

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1 0 Year 2 3 Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$0 Year 1 \$0 Year 2 \$72,000 Year 3 \$0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

all state and local noneducational property taxes,
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
 all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

9. Company and its successors and assigns does hereby waive, release, indemnify, and hold harmless the Granting Authority, its, successors, assigns, directors, officers, agents, employees, and elected or appointed officials against any and all claims, actions, demands, causes of action, liabilities, suits, expenses (including attorneys fees and costs) of whatever kind or nature, either in law or in equity which are related to the variance in the tax savings anticipated hereby or the failure of the project to qualify in any way for the tax savings anticipated hereby.

Releasor does further release releasee, their heirs, administrators, executors, successors, assigns, directors, officers, agents, employees, and members from any and all claims, demands, causes of action, liabilities, suits, expenses (including attorneys fees and costs) of whatever kind or nature, either in law or in equity which are related to or arise out of any first aid, treatment or service rendered me from any such injury or death resulting from the activity

This Agreement is executed as of the dates specified below.

Great Lake Metal Stamping, Inc
(the Company)

The Chambers County Commission
(the Granting Authority)

By: _____

By: David Eastridge

Name: Keith Hettig

Name: David Eastridge

Title: President

Title: Chairman

Date: 04-07-15

Date: 04-07-15

RESOLUTION NUMBER 04.07.15

This Resolution is made this **7th day of April, 2015**, (the Effective Date) by the Chambers County Commission (the Granting Authority), for an **AMENDED** tax abatement for **Great Lakes Metal Stamping, Inc** (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and previously submitted a tax abatement agreement dated 04-07-2014 concerning said project.

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local noneducational property taxes,
 all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
 all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a **period of 5 (five) years**, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of **\$3,667,864**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the **Amended Tax Abatement Agreement**;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

all state and local noneducational property taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes

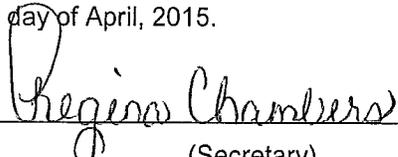
as the same may apply to the fullest extent permitted by the Act. The period of the abatement for the noneducational property taxes (if applicable) shall extend for a **period of 5 (five) years** measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an amended abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Chambers County Commission of Alabama at a meeting held on the 7th day of April, 2015.



(Secretary)



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-8530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

April 6, 2015

Honorable Henry Osborne
Chair, Chambers County Commission

RE: STPNU-0914(250), CCP 09-06-13, STPNU-0914(251), CCP 09-05-13
Chambers County

Dear Sir:

We are attaching a copy of tabulations of the bids that were received by the State of Alabama Department of Transportation for the above project at the letting of March 27, 2015.

Upon examination, the unit prices of the low bidder seem to be in line with bid prices for comparable work, and the total bid prices for comparable work and the total bid for all the items of work seem reasonable. Consequently, this is to advise you that the Alabama Department of Transportation will make the award of the Contract to **Chris Clark Grading and Paving, Inc. Lanett, AL**, the low bidder, if it is the wish of the County to do so. **Please send this office an original letter to that effect (copy attached).**

We are sending you an invoice setting out the amount of money that the County will have to send to this office before the award can be made. Make the warrant payable to the Alabama Department of Transportation.

The State of Alabama Department of Transportation Standard Specifications require that award of project be made within thirty (30) calendar days after opening of proposals. Therefore, the County's warrant will have to be furnished to this office not later than 12:00 Noon, Wednesday, April 22, 2015.

Sincerely,

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:lj
Attachments

cc: Mr. Clay McBrien, P.E.
Mr. Bill Flowers
Mr. Joshua Harvill
East Central
File

INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION

Date: April 6, 2015

Bill To: Honorable Henry Osborne
Chair, Chambers County Commission

PLEASE NOTE: Make Remittance Payable to: Alabama Department of Transportation

Address Remittance to: D. E. Phillips, Jr., P.E.
State County Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Blvd. Room D-101
Montgomery, AL 36110-2060

Chambers County FEIN 63-6001437	
Construction Costs plus E&I & Indirect Cost for: the full depth reclamation of CR-108 from CR-62 to CR-105 from SR-77 to SR-1 (US-431). Length - 4.385	
STPNU-0914(250), CCP 09-06-13	\$ 582,826.23
Less Federal Funds	\$ 466,260.98
County Funds Due	\$ 116,565.25
STPNU-0914(251), CCP 09-05-13	\$ 244,599.92
Less Federal Funds	\$ 195,679.94
County Funds Due	\$ 48,919.98

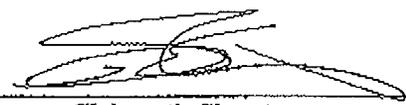
COUNTY FUNDS DUE: \$ 165,485.23

See agreement dated: March 26, 2015

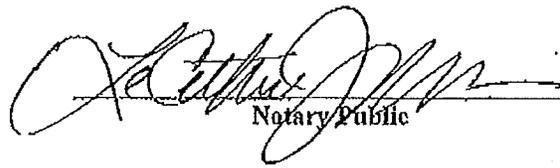
Authorized: February 27, 2015

STATE OF ALABAMA, MONTGOMERY COUNTY: Personally appeared the undersigned
and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:


Claimant's Signature

April 6 2015


Notary Public

CHAMBERS COUNTY HIGHWAY DEPARTMENT

JOSH HARVILL
COUNTY ENGINEER

DANIEL LUNDY
ASSISTANT COUNTY ENGINEER

P.O. Box 650
Lafayette Al, 36862
Telephone: 334-864-4377
Fax: 334-864-7850



COMMISSIONERS
CHARLIE WILLIAMS, DIST. 1
JAMES BROWN, DIST. 2
JOE BLANKS, DIST. 3
HENRY OSBORNE, DIST. 4
DAVID EASTRIDGE, DIST. 5
DEBBIE WOOD, DIST. 6

April 7, 2015

Mr. D. E. Phillips, Jr., P.E.
State County Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Blvd., Room D-101
Montgomery, Al 36110-2060

Dear Sir:

RE: Project Number: STPNU-0914 (250), STPNU-0914 (251)
County Roads 108 and 105
Chambers County

This is to advise that the Chambers County Commission concurs in the award of the contract to: **Chris Clark Grading and Paving, Inc., Lanett, Al**, for the construction of the subject project.

Also attached is the County's check in the amount of \$165,485.23 for the County's participation in this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Eastridge".

Chairman,
Chambers County Commission

