

CITY OF MIDFIELD
AGENDA

January 12, 2012

1. INVOCATION
2. ROLL CALL
3. APPROVAL OF PUBLISHED MINUTES FROM LAST REGULAR COUNCIL MEETING
4. APPROVAL OF PAYMENT OF BILLS
JANUARY #1 BILLS -\$ 74,837.18
5. AUTHORIZING THE MAYOR TO EXECUTE AN COOPERATIVE AGREEMENT WITH
ALDOT FOR RED LIGHT CAMERAS ON BESSEMER SUPER HIGHWAY
6. APPROVING THE 2008 AUDIT REPORT
7. REPORT FROM MAYOR
8. REPORT FROM COUNCIL
9. OPEN MEETING TO THE PUBLIC
10. ADJOURN

Meeting Minutes
City of Midfield, Alabama
City Council

The City Council of the City of Midfield, Alabama met in regular session on Monday, December 29, 2011 at 7:00 p.m. with Mayor Richardson presiding.

Councilmember Jimmie Robinson gave the invocation.

Tameeka Ephriam called roll. The following members were present: Jimmie Robinson, Reginald Wilson, Terry Adams and Velma Johnson. Tameeka Ephriam acted as clerk. Absent: Janice Anderson. A quorum being present, the meeting opened for transaction of business.

Approval of published minutes from last Council meeting: Councilmember Velma Johnson made the motion to approve the published minutes from the last regular Council meeting. The motion was seconded by Councilmember Terry Adams. All members present voted aye, passing the motion unanimously.

Approval of payment of bills: Councilmember Jimmie Robinson made a motion to suspend the rules for immediate consideration and pay December #2 bills for \$34,677.54. The motion was seconded by Councilmember Terry Adams to approve the payment of December #2 bills for \$34,677.54. All members present vote aye passing the motion unanimously.

Approval of Resolution No. 2011-75: Authorizing the Mayor to negotiate a contract with United Healthcare for dental and vision insurance. Councilmember Velma Johnson made a motion to approve Resolution No. 2011-75. The motion was seconded by Terry Adams to approve Resolution No. 2011-75. All members present vote aye passing the motion unanimous consent.

Approval of Resolution No. 2011-76: Authorizing the Mayor to negotiate a contract with Sheppard & Harris CPA Firm to audit businesses for tax compliance. Councilmember Terry Adams made the motion to approve Resolution No. 2011-76. The motion was seconded by Councilmember Velma Johnson to approve Resolution No. 2011-76. All members present vote aye passing the motion unanimously.

Approval of Resolution No. 2011-77: Authorizing the Health Department to place a recycling center for cooking oil. Councilmember Velma Johnson made a motion to approve Resolution No. 2011-77. The motion was seconded by Councilmember Terry Adams to approve Resolution No. 2011-77. All members present vote aye passing the motion unanimously.

Approval of New Business "Bout Them Clothes" to be located at 390 B.Y. Williams. Councilmember Velma Johnson made a motion to approve New Business License for "Bout Them Clothes". The motion was seconded by Councilmember Terry Adams. All members present vote aye passing the motion unanimously.

Approval of New Business Tax Pros to be located at 2 Phillips Drive. Councilmember Velma Johnson made a motion to New Business Tax Pros. The motion was seconded by Councilmember Terry Adams. All members present vote aye passing the motion unanimously.

Approval of Attached Cost Report: Councilmember Velma Johnson made a motion to approve the attached cost notice. The motion was seconded by Councilmember Reginald Wilson to approve the attached cost notice. All members present vote aye passing the motion unanimously.

Report from the Mayor: The Mayor wished everyone a Happy New Year.

Report from the Council: Councilmember Terry Adams cautioned the public to be aware of their surroundings and notify the police department of suspect activities. Councilmembers Wilson, Robinson and Johnson wished everyone a Happy New Year.

Open Meeting to the Public: Geneise Fuller, 317 McPherson Ave, and Gerald Richardson, 505 11th Avenue, expressed concerns about gun fire on New Year's Eve. The Mayor responded "the police department is aware of the issue and will provide necessary protection." R. J. Gulley, 1405 Delton Place, and David Beach, 210 2nd Avenue, expressed concerns about the school board and the termination of the superintendent. The Mayor stated, "The only involvement the city has in Midfield School System is the appointment of school board members." The School System is autonomous and the city cannot interfere in the day to day operations. It is unfortunate the board could not resolve its issues and as a result the State is now involved. It is an embarrassment to the city. We are not privy to the information that the School Board or Superintendent has. Therefore, we cannot say whether the Superintendent or School Board Members are correct. Councilmember Jimmie Robinson stated, "I admit there was an error made on our part and I am very embarrassed and ashamed of the mess the school system is in." I pray when the time comes again for us to choose another board member we make the right choice. Councilmember Terry Adams stated, "When we meet prospective candidates for school board, we interview them and appoint based on the presentation they give at that time." Of course, you know the candidate is putting their best face forward. Presentation is the key. That is the extent of our involvement. Sorry, but that is the law.

Adjournment: Councilmember Reginald Wilson made a motion to adjourn the meeting. Councilmember Velma Johnson seconded the motion. All members present voted aye passing the motion unanimously.

January # 1 Bills List

ACS- FIREHOUSE SOFTWARE	625.00
ADVANTAGE WASTE	189.63
C. RAY TIRE & AUTO	18.35
DISCOUNT AUTO PARTS	32.61
EMERGENCY EQUIPMENT PROFESSIONAL	131.35
HOLMES OIL COMPANY	1,407.79
HUEYTOWN MOWER	27.45
LEAF	358.56
MATTER MANAGEMENT BIRMINGHAM, LLC	527.62
MOBILE ATTIC	100.00
MUNICIPAL WORKMEN'S COMPENSATION	70,016.00
OFFICE DEPOT	201.86
O'REILLY AUTO PARTS	586.20
SOUTHLAND INTERNATIONAL TRUCKS	70.25
W.W. WILLIAMS	160.85
WILLIE DOVE DOOR	145.00
XEROX CORPORATION	45.01
ZEP SALES & SERVICES	193.65
Grand Total:	74,837.18

Fund: 001 GENERAL FUND

Department: 60 POLICE

C. RAY TIRE & AUTO SERVICE	18.35
MOBILE ATTIC, INC.	100.00
O'REILLY AUTO PARTS	202.63
XEROX CORPORATION	45.01

60 POLICE Total:	365.99
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Department: 61 FIRE

ACS GOVERNMENT SYSTEMS	625.00
DISCOUNT AUTO PARTS	32.61
EMERGENCY EQUIPMENT PROFESSIONALS	131.35
HOLMES OIL COMPANY	703.90
O'REILLY AUTO PARTS	359.98
SOUTHLAND INTERNATIONAL TRUCKS, INC.	70.25
SULLIVAN COMMUNICATIONS	52.00
W. W. WILLIAMS	160.85
WILLIE DOVE DOOR COMPANY	145.00

61 FIRE Total:	2,280.94
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Department: 62 STREET

HOLMES OIL COMPANY	703.89
MATTER MANAGEMENT BIRMINGHAM, LLC	527.62
O'REILLY AUTO PARTS	5.49

62 STREET Total:	1,237.00
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Department: 66 PARK

ADVANTAGE WASTE	189.63
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66 PARK Total:	189.63
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Department: 99 ADMINISTRATION

LEAF	358.56
MUNICIPAL WORKMEN'S COMPENSATION	70,016.00
OFFICE DEPOT	201.86
ZEP SALES & SERVICE	193.65

99 ADMINISTRATION Total:	70,770.07
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001 GENERAL FUND Total:	74,843.63
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Fund: 007 .07 Street Fund

Department: 62 Street

HUEYTOWN MOWER	27.45
O'REILLY AUTO PARTS	18.10

62 Street Total:	45.55
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007 .07 Street Fund Total:	45.55
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Grand Total:	74,889.18
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CAROLYN H WILSON

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY**

Permit No. _____

DIVISION _____

DISTRICT _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____, in an effort to secure a more efficient and safe traffic flow within the city limits of _____

along Route _____, the _____ agrees to

maintain the existing service road in the state right-of-way from milepost _____ to _____,

including but not limited to, pavement structures, ditches, drainage structures, signing, striping, pavement markings, and lighting. All maintenance shall conform to standards and specifications of the Alabama Department of Transportation and the Manual on Uniform Traffic Control Devices. Construction of service roads, and subsequent access turnouts, shall be requested by permit and be subject to approval by the Alabama Department of Transportation. It is furthermore understood by the parties that the map attached hereto describes the current situation as to the existing service road. The parties understand that this agreement and the map attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, the Department of Transportation and club, group, business, or municipality agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise the Department of Transportation reserves the right to remedy this situation in the most expedient manner.

2. The Department of Transportation is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

3. If Department of Transportation construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the Department of Transportation to establish a stand of vegetative cover if deemed necessary by the Department of Transportation and then the groups', clubs', business', or municipalities' responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by the Department of Transportation.

4. All work shall be subject to the inspection and approval of the Alabama Department of Transportation. Description of the proposed work must accompany this and any associated proposal. If the maintenance is not conducted as specified herein, the Department of Transportation shall assume maintenance and this Agreement will be invalid. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant applicant any right, title, or claim on any highway right-of-way.

5. The club, group, business, or municipality agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

6. The APPLICANT shall be solely responsible for and hold harmless the Alabama Department of Transportation for any claim for damage done to existing private property, public utility, or the traveling public.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. This Agreement is executed with the understanding that it is not valid until the club, group, business or municipality has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

9. Failure of the club, group, business or municipality to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the Department of Transportation.

The above conditions are agreed upon:

Name of Club, Group, Business or Municipality:

BY _____
Name and Title Date

BY _____
Name and Title Date

BY _____
Name and Title Date

Telephone Number

Reviewed as to Form

Counsel – State of Alabama
Department of Transportation

For the Alabama Department of
Transportation :

District Manager Date

Division Engineer Date

Maintenance Engineer Date