



City of Midfield

725 Bessemer Super Hwy
Midfield, Alabama 35228
(205) 923-7578/ (205) 923-7570 Fax

Gary Richardson, Mayor

David Sullivan, City Attorney

Mayor Pro Tem Terry Adams	Falencia Ratcliff, City Clerk
Janice Anderson, Councilmember	Jesse Bell, Police Chief
Wendy Merriweather, Councilmember	Kenneth Davis, Fire Chief
Velma Johnson, Councilmember	Moses Hill, City Inspector
Jame Reasor, Councilmember	Michael Lloyd, Public Works Director
David Sullivan, City Attorney	Donna Mckenzie Park Director
Carolyn Wilson, Court Clerk/Magistrate Supervisor	

Special Call Council Meeting

March 6, 2025

**6:00 P.M.
AGENDA**

1. Invocation
2. Pledge of Allegiance
3. Roll Call
4. Approval of Resolution 2025.02.02- A Resolution authorizing the Mayor to enter into an agreement with Jefferson County Commission for Road Paving of 12th Aven and Maintenance on Carol Circle with Jefferson County committing \$130,000.00 and the City Of Midfield contributing \$133,536.49 with the total cost of the project being \$263,500.00.
5. Meeting open to the public
6. Report from Mayor
7. Report from the Council
8. Adjourn

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COUNTY DISTRICT PAVING GRANT PROGRAM

WHEREAS the Jefferson County Commission adopted a County District Roads/Paving allocation and Funding Guideline for the 2025/2026 Fiscal Year ("Program"); and

WHEREAS, under this Program, City of Midfield, a municipality in Jefferson County, Alabama, applied for a cost of \$130,000.00 to assist with the prep and paving maintenance services of 12th Avenue in Midfield from 12th Street and 6th Street and Carol Circle in Midfield from 12th Street of Freda Drive.

WHEREAS, City of Midfield meets the eligibility requirements of Jefferson County District Paving Grant Program and will provide the grant of such service serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to assist the City of Midfield and utilize the Jefferson County Roads and Transportation department, to assist with prep and paving maintenance services within the City of Midfield.

NOW THEREFORE, the parties agree as follows:

Performance of Work. The County will cause the Schedule of Work identified by the City of Midfield to be performed by its own forces in compliance with any and all rules, laws, and regulations applicable to its undertaking, performance, and completion of the Schedule of Work. Attached as Exhibit A. The County will perform the work by its own forces in compliance with any and all rules, laws, and regulations applicable to its undertaking.

Cost. The estimated cost for the proposed Scope of Work is \$263,500.00, which will be a shared cost with the City contributing \$133,536.49 and Commissioner Scales Office providing \$130,000

in district paving funds. The scope of the work actually performed as described herein shall not exceed \$263,536.49. The Roads and Transportation Department of the County will provide roadway services in accordance with the labor, equipment, and material cost which are attached hereto as Exhibit A.

Payment:

The City of Midfield shall provide a lump sum payment of \$133,536.49 made payable to the Jefferson County Commission and delivered to the attention of Chris Nicholson, Director of Roads and Transportation, 716 Richard Arrington, Jr. Blvd N, Room A-200, Birmingham, Alabama.

The Jefferson County Roads and Transportation department will be paid for services performed from Commissioner Scales district paving fund by direct transfer of \$130,000 in a lump sum payment to Roads and Transportation Department budget upon execution of this agreement.

Roads and Transportation shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation. The funds allocated to perform the entire scope of work identified in Exhibit A are insufficient, therefore the county will perform as many services as the allocated funds allow and no more.

No Inference of Control. Neither the County's execution of this Agreement nor the performance of its undertaking hereunder shall in any way constitute an admission, acceptance, nor indicia of control of the roadways identified in the Schedule of Work.

The County does not by these presents assume any risk, liability or any future responsibility or maintenance for the roadways identified in the Schedule of Work.

Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against each party upon the execution hereof by each party's duly authorized representative.

Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be delivered either by (i) hand delivery (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date of delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the numbers of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

County Manager
Attention: Cal Markert
716 Richard Arrington, Jr., Blvd. N.
Room 260 / Courthouse
Birmingham, AL 35203

Copy to: Jefferson County, Alabama
Attention: Chris Nicholson, Director
716 Richard Arrington, Jr., Blvd. N.
Room A-200 / Courthouse
Birmingham, AL 35203
nicholsonc@jccal.org

City of Midfield
Gary Richardson, Mayor
grichardson@cityofmidfield.com

Midfield City Hall
725 Bessemer Super Highway
Midfield, Alabama 35228

Governing Law. The parties agree that this contract is made and entered into Jefferson County, Alabama and that all services, materials, and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Acknowledgement of Funding. If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

Force Majeure. The County is not responsible for delays due to causes or occurrences beyond its control including, but not limited to weather, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the City and County, their successors and permitted assigns, and no other person or entity shall have rights hereunder.

Further Assistances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this agreement.

Miscellaneous. This Agreement supersedes all prior agreements between the parties with the respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jimmie Stephens
Jefferson County Commission

DATE: _____
CITY OF MIDEWELL
BY: _____
Its: Mayor

Resolution 2025-02.02

The City of Midfield

Authorizing the Mayor to Enter into an Agreement with Jefferson County Commission for Road Paving of 12th Avenue and Maintenance on Carol Circle

Whereas, the City of Midfield recognizes the need for road improvements to enhance transportation and infrastructure within the community, and

Whereas, the City of Midfield has identified 12th Avenue and Carol Circle as key areas requiring paving and maintenance, and

Whereas, the City of Midfield has worked in partnership with the Jefferson County Commission to jointly fund and complete these necessary improvements, and

Whereas, the total cost of the project is \$263,500.00, with the Jefferson County Commission committing \$130,000.00 and the City of Midfield contributing \$133,536.49 for the completion of the project,

Now, Therefore, Be It Resolved, by the City Council of the City of Midfield, that the Mayor is hereby authorized and directed to enter into an agreement with the Jefferson County Commission for the road paving of 12th Avenue and the maintenance of Carol Circle, in accordance with the terms set forth by both parties.

Be It Further Resolved, that the Mayor is authorized to take any necessary actions to execute, implement, and oversee this agreement, ensuring the timely and effective completion of the project.

Adopted this 6th day of March, 2025.



Gary Richardson, Mayor



Falencia Ratcliff, City Clerk

3-10-2025