

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, JANUARY 8, 2024

The Lee County Commission convened at 4:00 PM at the Courthouse in Opelika, Alabama, Monday, January 8, 2024. The Chairman declared a quorum and officially opened the session with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Attorney Jamie Frawley advised the need for the Executive Sessions and said Attorney Stan Martin was the only necessary attendee. Judge English said the session may last the entire hour and no formal action is anticipated at the conclusion. Commissioner Morris made a motion to adjourn into Executive Session, seconded by Commissioner Long and the motion carried unanimously. At the conclusion of the Executive Session, Commissioner Long made motion to adjourn the 4:00 PM meeting, seconded by Commissioner Morris, and unanimously carried.

The regular meeting of the County Commission convened at 5:00 PM following the Executive Session. Elected Officials in attendance: Sheriff Jay Jones and Revenue Commissioner Oline Price. News media in attendance: Observer news reporter Hannah Goldfinger and Opelika-Auburn News reporter Alex Husting.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on December 11, 2023. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried on a vote of 4-0-1 with Commissioner Long abstaining since his packet did not arrive until today.

Judge English said second reading of Aric Andrade to the Smiths Station Fire Protection District is necessary. Commissioner Long made a motion to approve the following Resolution to appoint Aric Andrade to the Smiths Station Fire Protection District replacing Felton Atkinson who died in October 2023. The motion was seconded by Commissioner LaGrand and carried unanimously.

BE IT RESOLVED the Lee County Commission hereby appoints Aric Andrade to the Smiths Station Fire Protection District until February 28, 2024 to fulfill the unexpired term of Felton Atkinson.

Tara Brumfield and Mary Kilgore appeared before the Commission to discuss rumors of a quarry settlement. Mrs. Brumfield said she has heard through the grapevine that the county is in settlement discussions. Mrs. Brumfield rehashed the details of how the residents of Beat 13 were led to believe that if planning and zoning was passed in their beat they would be protected against a quarry or other nuisances. Mrs. Brumfield said there have only been two situations where zoning has been enforced. One was of her own request to add additional storage buildings to her property that already has established storage buildings. Mrs. Brumfield said it took her three days

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running around to get the necessary information submitted to the Planning Commission for approval. Mrs. Brumfield said officials with the quarry have not had to go through the same process. Mrs. Brumfield had several questions of the Commission, she asked: 1) why the quarry has not had to go through the planning and zoning process; 2) whether or not the county is currently in settlement discussions and 3) if the quarry is approved if zoning in Beat 13 could be reversed. Judge English deferred the question to County Attorney Stan Martin. Mr. Martin said the participants agreed to mediation and in the terms of the mediation the matter cannot be discussed. Mr. Martin said due to that fact he cannot answer questions that have been presented. Mrs. Brumfield left a packet of information for the Commission. Commissioner LaGrand thanked Mrs. Brumfield and Mrs. Kilgore for attending; stating he is still against the quarry.

Judge English recognized Board of Registrar member Cindy Thrash to discuss the issue of mailing Voter Information Cards. Mrs. Thrash said after talking to the State Director of Elections, Jeff Elrod, she emailed Judge English of the requirement of the Board of Registrars to send Voter Information Cards pursuant to Alabama Code §17-3-51 “when voting precincts boundaries and voting locations are changed, new certificates of registration shall be issued before the date of the election on which the changes are to take effect” which is a result of the Commission changes to polling locations on November 27, 2023. Mrs. Thrash said the mailout is very important to the Registrars’ Office especially for the returned “undeliverable” cards so the registrars can flag those voter records for the addresses to be updated by the voter on election day. Mrs. Thrash said they need to mail the cards as soon as possible to maintain active voter rolls, saying the last day for a voter to update their information is February 14, 2024. Mrs. Thrash said the approximate cost to mail the cards is \$30,600, if mailed by the 20th before the postage increase takes effect. Mrs. Thrash asked if the mailout could be submitted to the state as an election expense for reimbursement. Judge English said under §17-3-57 it states, “cost of publication of notices required to be given by the Registrars shall be paid by the state”. Mrs. Thrash said her office is under a short timeframe and said public service announcements and a media campaign would be helpful as well. Mrs. Thrash said they increased their postage budget for the year, so they do have the money to cover the additional postage, but that there would be a shortfall later. Additionally, Mrs. Thrash said the cards have been printed and are ready for mailing. Judge English pointed out that some of the cards have already been mailed out. Judge English asked about the voter purge every four years questioning if that will be done in February 2024. Mrs. Thrash said the new voter purge takes effect in 2025 which will allow their office to use information from the U. S. Postal Service. Judge English said he would continue to look into the matter.

Revenue Commissioner Oline Price presented for Commission consideration a contract with Government Services Alabama, LLC for business personal property audit services. Mrs. Price said the cost is \$45,000 which is budgeted. Judge English noted there is a 30-day termination clause and the contract renews yearly. Commissioner Cannon made a motion to

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authorize the Chairman to enter into contract with Government Services Alabama, LLC as presented. The motion was seconded by Commissioner Morris and carried unanimously.

Sheriff Jones presented a transfer of a retail beer and retail table wine application from The Corner Store located in District 4. Sheriff Jones said since it was a transfer no objections were noted. Commissioner Langley made a motion, seconded by Commissioner Cannon to approve the following Resolution to approve the transfer of the license for The Corner Store.

BE IT RESOLVED the Lee County Commission hereby approves the transfer of the license application for The Corner Store located at 2028 Lee Road 166, Opelika, Alabama.

County Engineer Justin Hardee gave an update on the Rebuild Alabama Fund in accordance with Code of Alabama §23-1-433(f) which states the county engineer, at the first meeting in January of each year, shall present to the county commission a written report detailing the expenditures made from the fund the previous fiscal year; and, the report shall be entered into the minutes of the county commission meeting and shall be made available to the public for inspection, including posting on the county's website. Mr. Hardee presented a spreadsheet of the 12 resurfacing projects and an accompanying project location map. Mr. Hardee said the projects total approximately 10.3 miles of road resurfaced at a cost of \$2,466,020.08 which includes Federal Aid Exchange Funds. Mr. Hardee said two roads Lee Roads 422 and 718 were resurfaced with RRR Funds due to construction cost increases. Mr. Hardee said no action is needed but said the information will be posted on the county's website. Judge English thanked Mr. Hardee for the update and indicated that there would be a copy in the Commission Office available for public inspection.

Mr. Hardee said the next item for the Resolution on the FEMA update for Flood Damage Prevention is for information purposes tonight, but he will be asking for approval at the January 29, 2024 meeting. Mr. Hardee said the information is updated about every three years. Judge English asked if it is replacing old verbiage with new verbiage. Mr. Hardee concurred and requested the Commission approve the updates to the Flood Damage Prevention Resolution at the January 29 meeting. No action was taken.

Next, Mr. Hardee said upon the retirement of the former Highway Department Superintendent Derrick Tolliver, who had over 26 years with Lee County, the department needs to appoint a new person to the position. Mr. Hardee said he is looking to promote an internal candidate who has more than seventeen years of experience with Lee County. Mr. Hardee said the person knows the staff, the policies, the roads and rights-of-way, best construction practices and how to deal with the public and contractors. Mr. Hardee said he feels the candidate is more

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than qualified and will represent Lee County well as he and the staff of this department continue to serve the 3rd fastest growing county in the State. Mr. Hardee said the position is a Pay Grade 118 and he would ask approval to give 20% into that pay range. Mr. Hardee said the rate will not be a 20% increase to the employee but will match the employee's current annual earnings, including overtime. Mr. Hardee said it is within budgeted funds and will not require a funding increase. Commissioner LaGrand said he feels longevity and promotion within is important. Judge English questioned if there is a pay grade change. Mr. Hardee said no. Commissioner Cannon made a motion, seconded by Commissioner Long, to approve the 20% into the base salary of a Pay Grade 118 for the new Highway Department Superintendent. The motion carried unanimously.

Next, Mr. Hardee said with the retirement of Chief Building Official Joel Hubbard at the end of 2023, a new Chief Building Official hiring or promotion will need to be considered. Mr. Hardee requested the Commission allow him to offer the position to the Assistant Chief Building Official who has more than nineteen years of experience with the Lee County Building Inspections Department. Mr. Hardee said he knows the staff, the county policies, the building codes, and manages the floodplains in accordance with the National Flood Insurance Program. Mr. Hardee said upon review of his personnel file it reflects he is an exemplary employee with high ratings and no disciplinary actions. Mr. Hardee said because of his years of local and institutional knowledge he would like to offer the position at a Pay Grade 203 and 5% into that pay range. Mr. Hardee said it falls within budgeted funds and will not require a funding increase. Commissioner Cannon questioned the number of inspections performed per year. Mr. Hardee said he does not know the exact number but can get that information back to the Commission. Commissioner Long made a motion, seconded by Commissioner Langley, to approve the request to promote at a Pay Grade 203 with 5% into the pay range. The motion carried unanimously.

County Administrative Officer Holly Leverette said the Resolution approved by the Commission at the last meeting to extend county benefits to the Board of Registrar members must be rescinded. Mrs. Leverette said she was informed that according to Code of Alabama §17-3-5 because the county participates in a health insurance plan administered by the State of Alabama, the Local Government Health and Insurance Plan, specifically states the chair and any members of the county board of registrars are excluded from participating in county health insurance plans. The only allowance is for a chair of the registrars who has served 16 years or more is allowed to participate in a state plan. Mrs. Leverette said other counties allow their Board of Registrar members to participate in their insurance programs, but they are self-insured. Commissioner Cannon made a motion, seconded by Commissioner Long, to rescind the action taken at the December 11, 2023, meeting to approve extending county benefits to appointed Board of Registrar members. The motion carried unanimously.

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Last, Mrs. Leverette presented another housekeeping item, concerning the administering and collection of taxes levied by Lee County. Mrs. Leverette said the Commission voted unanimously to enter into a two-year agreement with Avenu Insights and Analytics, LLC at the November 27, 2023 meeting. Mrs. Leverette said for the State Department of Revenue to change the collection and administration of taxes levied by Lee County back to Avenu Insights and Analytics, LLC, an updated resolution needs to be approved by the Commission. Commissioner Langley made a motion, seconded by Commissioner Cannon to authorize Judge English to sign the following Resolution authorizing Avenu Insights and Analytics, LLC to administer and collect taxes levied by Lee County. The motion carried unanimously.

RESOLUTION

WHEREAS, Section 11-51-207 of the *Code of Alabama 1975*, allows for Avenu Insights and Analytics, LLC to administer and collect taxes; and

WHEREAS, Lee County Commission hereby directs that Avenu Insights and Analytics, LLC shall administer and collect all Lee County cable franchise, video rental, sales and use, severance and alcohol taxes levied and assessed under the provisions of this Resolution to the fullest extent allowed by Alabama law beginning November 1, 2023.

THEREFORE, BE IT RESOLVED BY THE LEE COUNTY COMMISSION that a certified copy of this Resolution shall be provided to Avenu Insights and Analytics, LLC as well as any other necessary information or other steps as may be required by Avenu Insights and Analytics, LLC to enable it to administer and collect taxes levied and assessed under the provisions of this Resolution.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by the Chairman on this the 8th day of January 2024.

At approximately 5:48 p.m. Commissioner LaGrand made a motion to adjourn. The motion was seconded by Commissioner Cannon and carried unanimously.

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The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, January 29, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn News reporter Alex Husting and WTVM reporter Rico Mitchell.

Judge English gave the Commission a handout on the deadline for changes to the Broadband plan. Judge English said Kate Jessup from the IAC will be attending the February 12 meeting to give an update. Chief Administrator Holly Leverette will give an update tonight on Broadband. Judge English said he is trying to keep the Commission in the loop.

Mrs. Leverette said discussion was held at the last meeting in December about roads in Loachapoka that were listed on Lee County's broadband plan, but which were already being served. Mrs. Leverette said a meeting was held with Point Broadband on January 18 and all parties agreed to a revised application. Mrs. Leverette said the revised application and resolution will be ready for presentation at the next meeting. Mrs. Leverette said the three projects awarded total \$984,426 between the areas of the county including: South Central, Salem and Loachapoka. Mrs. Leverette said the total for Loachapoka has decreased by approximately \$65,000, but it is still over \$980,000 toward broadband from ARPA funds. Commissioner Cannon questioned what other projects were being considered. Mrs. Leverette said people had emailed about their unserved areas, which is about 20-30 roads. Mrs. Leverette said she appreciates the citizens being the "boots on the ground". Mrs. Leverette said the ISPs were looking at roads they would be able to help with, with the ultimate goal being able to serve every resident in the rural areas. Commissioner Cannon questioned if this would be complete by the end of the year. Mrs. Leverette concurred saying all projects must be allocated, not completed, by December 2024, which is the deadline. Mrs. Leverette said currently they are looking at Phase II projects and continuing to work with the ISPs. Commissioner LaGrand asked Mrs. Leverette to give him a printed copy of the map shared during the meeting.

Next, Chief Financial Officer Anna Kate Padgett and Billing Office Manager Kristen Ellis gave a presentation on the progress of the Billing Office. Ms. Padgett stated an informational guide was included in the recent billing statements. Ms. Padgett said the information has been included on the county's website as well. Ms. Padgett was happy to report that the Billing Office is fully staffed with Ms. Ellis as the Billing Office Manager and three clerks.

Next, Ms. Ellis introduced herself to the Commission and updated the current status. Ms. Ellis said the office has collected approximately 47.5% of revenue. Ms. Ellis said they have a dedicated voice mail specific for the Billing Office. Ms. Ellis said the office hours are from 7 a.m. to 4 p.m. CT. Ms. Ellis said she is continuously working to improve efficiency and in

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developing processes for the office. Ms. Ellis said the office is collaborating with the Alabama Department of Health in identifying individuals qualified for exemptions and working with the Lee County Appraisal Department and GIS verifying property addresses. Commissioner Cannon thanked Ms. Padgett and Ms. Ellis. Commissioner Langley also thanked them for the volume of calls he was getting on questions about paying their bill.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on January 8, 2024. Announcement of a vacancy on the Lee County Planning Commission for a District 4 representative was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried on a vote of 4-0-1 with Commissioner Long abstaining since his packet again did not arrive prior to the meeting. Judge English said they would deliver his packet from now on because the mail service is just not reliable enough.

Judge English introduced EMS Manager Austin Bayles to discuss the East Alabama Health Care Authority's ambulance contract. Mr. Bayles said their request was presented to the Commission first on June 27, 2022 and on August 29, 2022. Judge English pointed out that he had included a copy of our minutes from June 27, 2022 where the proposed increases were first requested, but that they had not been included in this year's budget discussions. Mr. Bayles said the proposal presented included an increase of 10% operational and 4% capital each year for the next three years. The increase would be from the original \$345,476 in 2022 to \$376,517.20 in 2023; increase to \$410,522.26 in 2024; and increase to \$447,781.97 in 2025. After the presentation, Judge English said the difference in the amount budgeted this year and the requested increase is \$34,000 and questioned if the Commission needs to make a budget amendment. Mrs. Leverette confirmed stating the increase would be taken out of unbudgeted reserves. Commissioner Morris made a motion to approve the budget amendment for \$34,000 from unbudgeted reserves. The motion was seconded by Commissioner Cannon and passed on a vote of 4-1 with Commissioner Long voting "No".

County Engineer Justin Hardee presented a petition to vacate an existing right-of-way on Lee Road 394. Mr. Hardee said the Highway Department was approached by Davidson, Davidson, Umbach & Forbus, LLC, the attorney for Broadview Family Properties Limited Partnership regarding abandonment of the right of way of the portion of Lee Road 394 between Lee Road 10 and Lee Road 673 (approximately 200 ft. in length). The Highway Department currently maintains this portion of Lee Road 394, and Broadview Family Properties Limited Partnership is listed as the owner of the property on both sides of this portion of Lee Road 394. As required by Code of Alabama §23-4-20, the adjacent property owners (Broadview Family Properties Limited Partnership) have submitted a written petition requesting the Commission

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vacate the right-of-way along the portion of Lee Road 394 between Lee Road 10 and Lee Road 673. Mr. Hardee asked the Commission to hold a public hearing on the request. At approximately 5:25 p.m. Judge English opened the Public Hearing to vacate right-of-way on Lee Road 394 between Lee Road 10 and Lee Road 673 (approximately 200 ft. in length). There was no one in attendance to speak on this issue and the public hearing closed at 5:25 p.m. Commissioner Morris made a motion to vacate right-of-way on Lee Road 394 as presented. The motion was seconded by Commissioner Long and carried unanimously.

RESOLUTION

WHEREAS, the County Commission of Lee County, Alabama, has received a petition to vacate certain right-of-way described in the attached Petition to Vacate a portion of Lee Road 394 between Lee Road 10 and Old Beehive Road (Lee Road 673) located in Lee County, Alabama; and,

WHEREAS, the petition is filed in accordance with the provisions of Section 23-4-20 of the Code of Alabama 1975 which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and,

WHEREAS, all owners of land abutting the portion of right-of-way proposed to be vacated have joined in the petition to vacate said right-of-way; and,

WHEREAS, the Petition to Vacate a portion of Lee Road 394 between Lee Road 10 and Old Beehive Road (Lee Road 673) states that no property owner will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property because of the requested vacation; and,

WHEREAS, a public hearing was conducted by the County Commission of Lee County, Alabama, on January 29, 2024, at which time all persons were given an opportunity to be heard in favor of or in opposition to the proposed right-of-way vacation; and,

WHEREAS, public notice of the public hearing was provided in accordance with Section 23-4-20 of the Code of Alabama 1975; and,

WHEREAS, the County Commission of Lee County, Alabama has determined that it is in the best interest of Lee County, Alabama, to vacate the right-of-way described in the attached Petition to Vacate a portion of Lee Road 394 between Lee Road 10 and Old Beehive Road (Lee Road 673) and that the right-of-way should be returned to the abutting landowners.

NOW THEREFORE, BE IT RESOLVED that the County Commission of Lee County, Alabama, does hereby assent to the right-of-way vacation as described in the attached Petition To

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vacate a portion of Lee Road 394 between Lee Road 10 and Old Beehive Road (Lee Road 673) and further described as:

A tract or parcel of land located in Section 15, Township 18 North, Range 25 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of said Section 15; thence N30°38'50"E 1287.70 feet to the intersection of the south right-of-way limit of Lee Road 10 with the north right-of-way limit of Old Beehive Road; thence northeasterly along the south right-of-way limit of said Lee Road 10 along a curve to the left having a radius of 3518.00 feet, an arc length of 255.48 feet, and a chord bearing and distance of N81°12'26"E 255.42 feet to the point of beginning; thence continue northeasterly along said right-of-way limit along a curve to the left having a radius of 3518.00 feet, an arc length of 61.13 feet, and a chord bearing and distance of N78°37'44"E 61.13 feet; thence leaving said right-of-way limit S00°20'47"E 148.70 feet to the north right-of-way limit of Old Beehive Road; thence northwesterly along the north right-of-way limit of said Old Beehive Road along a curve to the right having a radius of 2211.83 feet, an arc length of 61.89 feet, and a chord bearing and distance of N76°08'45"W 61.89 feet; thence leaving said right-of-way limit N00°20'47"W 121.83 feet to the point of beginning.

BE IT FURTHER RESOLVED that the County Commission of Lee County, Alabama, does hereby remise, release, quitclaim and convey to Broadview Family Properties Limited Partnership whatever right, title and interest Lee County, Alabama, may have acquired in the property by virtue of the dedication or the vacation of said property, or otherwise, and that Bill English, Chairman of the County Commission of Lee County, Alabama, is authorized to execute and deliver a Quitclaim Deed to Broadview Family Properties Limited Partnership or persons carrying out the intention of this paragraph and Bill English the Commission Chairman be and is hereby authorized and directed on behalf of the County Commission of Lee County, Alabama to execute said quitclaim deed.

BE IT FURTHER RESOLVED that Broadview Family Properties Limited Partnership shall cause a copy of this resolution to be filed in the Probate Court of Lee County, Alabama, and shall further cause a copy of this resolution to be published once in a newspaper in Lee County, Alabama, no later than 14 days after its adoption.

Next, Mr. Hardee presented information to the Commission on non-county maintained paved roads. Mr. Hardee said the listing contains information on roads constructed prior to 2008 when the county subdivision regulations were developed. Mr. Hardee presented a listing of 30 roads totaling 8.291 miles containing 538 lots in Districts 1, 3, 4 and 5. Mr. Hardee said they do have the public right-of-way necessary in some instances but in others either the property owner(s) and/or the Homeowners' Association(s) would have to deed the right-of-way to the county if the Commission wishes to proceed. Mr. Hardee suggested setting a period of time after acceptance before the roads would be eligible for resurfacing, but that necessary maintenance

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would be done in the interim. Commissioner Long suggested waiting five years after acceptance for resurfacing. Commissioner Cannon made a motion that the Commission would accept the roads for routine maintenance then after five years put them into the standard grading system used to prioritize resurfacing. Mr. Hardee said the roads would receive routine maintenance, like repairing potholes, but it would be five years or more before the roads would be added to the priority listing for resurfacing. Commissioner Long seconded the motion. Mr. Hardee said the Saugahatchee Crossing platted roadways may not match what is on the ground exactly, and the Homeowners' Association cannot give right-of-way that they don't own, so they must provide an acceptable survey, and our acceptance would be contingent on that paperwork ensuring enough right-of-way. Commissioner Cannon said the subdivision would need to have the survey done and then get back with the Commission. That requirement was included in the motion, which passed unanimously.

Sheriff Jones presented a Media Agreement with Millennium Satellite and Video for the jail operations. Sheriff Jones said the current provider, Point Broadband, provided a notice they would no longer provide service, so they had to look elsewhere. Sheriff Jay Jones said it is a 70% increase from what they were previously paying, from \$500+ to \$927 for inmates. Sheriff Jones said it will come from discretionary funds out of the Canteen funds, not out of the General Fund. Commissioner Long made a motion, seconded by Commissioner LaGrand, to authorize Sheriff Jones to sign the media agreement with Millennium Satellite and Video. The motion carried unanimously.

Sheriff Jones presented an ABC license transfer application for a retail beer license from The Short Stop located in D3. Sheriff Jones said he received no objections to the license transfer. Commissioner Long made a motion, seconded by Commissioner Cannon, to approve the following Resolution for the license transfer. The motion carried unanimously.

BE IT RESOLVED the Lee County Commission hereby approves the retail beer license transfer for The Short Stop at 5005 Summerville Rd, Phenix City, Alabama.

Next, Sheriff Jones presented an educational reimbursement request from Deputy Ben Causland for three courses. They include: 1) Criminal Behavior Analysis-BCJ4306; 2) Corrections in America-BCJ3310; and 3) Terrorism-BCJ3308. Sheriff Jones said the courses pertain to his current job assignments. Commissioner Langley made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request as presented. The motion carried unanimously.

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Mr. Hardee presented the following Resolution for the resurfacing of Lee Road 212, from Lee Road 240 to the Russell County line, approximately 1.510 miles. Once approved, the Highway Department will initiate the project through the Columbus-Phenix City Metropolitan Planning Organization (MPO). Mr. Hardee said if the project is approved it would be funded on an 80/20 split, with 80% of the funding coming from the Columbus-Phenix City MPO and a 20% match by Lee County. Mr. Hardee said this is the 3rd project through the Columbus-Phenix City MPO. Commissioner Long made a motion, seconded by Commissioner Langley to approve the following Resolution for resurfacing Lee Road 212. The motion carried unanimously.

RESOLUTION

WHEREAS, the County Commission of Lee County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Lee County Road System and described as follows: resurfacing on CR-212 from CR-240 to the Russell County Line (approximately 1.510 miles); and

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project; and

WHEREAS, the County intends to apply for Federal Aid funds for the construction of the above referenced project; and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular adjourned session of the County Commission of Lee County, this day of January 29, 2024.

Next, Mr. Hardee presented a final plat approval for Stillwaters Subdivision, Redivision of Lot 4. Mr. Hardee said the plat has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed subdivision contains four lots with no new roadway and is adjacent to Lee Road 126. Adjacent property owners were notified of the development by letters sent out January 9, 2024 so they may attend and voice their support, opposition or to obtain more information. Judge English recognized two citizens on the subject. Stanley Vaughn said he talked to Brandon Cobb about granting access across his property but said the property is currently in Probate Court. Judge English questioned if it was heir property and Mr. Vaughn affirmed it. Judge English noted the property is in District 5 and deferred to Commissioner LaGrand. Commissioner LaGrand asked the Commission to table the item since he is not sure about Mr. Vaughn's request. Commissioner Cannon questioned if it is

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an easement issue. Mr. Vaughn said it was an easement issue from Lot 4. Mr. Hardee recognized Surveyor Mike Maher who said the easement has no bearing on accessibility, saying it does not affect what has been presented tonight. Commissioner LaGrand made a motion to table the item, seconded by Commissioner Cannon, and carried unanimously.

Judge English said the executive session is not necessary.

At approximately 5:50 p.m. Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Cannon and carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, FEBRUARY 12, 2024

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, February 12, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, and Tony Langley. Absent: Commissioners Gary Long and Richard LaGrand. Elected Officials in attendance: Circuit Court Judge Jeff Tickal, District Court Judge Steve Speakman, Sheriff Jay Jones, and Coroner Daniel Sexton. News media in attendance: None.

Hal Gandy and Haley Shufflebarger with PH&J Architects made a presentation regarding the courtroom renovations at the T.K. Davis Justice Center. Renovations would be made to the first and second floors comprised of the District and Circuit Courtrooms and associated ancillary areas. The renovations would update the courtrooms and bring all areas to be ADA compliant as well as adding additional space such as enlarging the jury rooms, holding areas, and adding a parole room. The base bid scope of work includes mechanical system, lighting, and ceiling replacements; paint and flooring upgrades; new first floor waiting area, pardons and parole offices, AV server room, law library; and complete renovation of the four original courtrooms. The base bid is estimated to be \$6.361 million; an alternate bid for scope of work includes first and second floor detention cells, complete renovation of second floor jury rooms and replacement of electrical distribution panels at an estimated cost of \$441,000. The total cost of both would be \$6.802 million with a recommended contingency of 3% which would be \$200,000. Time allotted for the construction would be two years; one year for the upstairs in phase 1 and one year for the downstairs in phase 2. Given the cost of the project, Judge English asked how much could come from ARPA funds. Ms. Leverette stated that \$1.3 million had been allocated towards mechanical as well as another energy efficient grant to update lighting that would cover an additional \$75,000. LATCF grant monies in the amount of \$100,000 will also be used to update camera systems.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, a copy of the minutes of the meeting on January 29, 2024, and a correction to the minutes on January 8, 2024. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried unanimously.

In old business, Kate Jessup and Courtney Lane with IAC/ACCA provided an update regarding the broadband funding and projects. Ms. Lane stated the Commission allocated \$4.4 million in ARPA funding to broadband projects within the county to provide coverage to unserved areas. Sain Associates performed a broadband study and identified four major areas where there was a significant portion of the population that was unserved. An application for ISPs was created for those areas. Through that process she stated that three broadband contracts

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had been designated to be awarded but the fourth prospective area already had service. At this time total funding to be committed to the three projects is \$984,431.27 with is significantly below the amount conditionally allocated. Ms. Lane further stated that additional analysis has not identified many contiguous areas that are unserved. She stated that should the Commission wish to continue looking at unserved areas, it would mean looking on a much smaller project by project basis. Ms. Jessup then provided two options the Commission could consider if it moved to pursue a Phase 2: potentially identify the smaller areas that could be classified as unserved/underserved using already provided information; or revamp the application to allow the ISPs to identify what areas fit within that definition. She noted that option 2 could take a considerable amount of time and the amount of money that could be attributed unknown. Commissioner Morris stated he would like to allow every person/home that is unserved to be served. Judge English asked for Ms. Jessup to explain the cost per mile/cost per house. She said that ARPA does have federal parameters for spending the funds and federal uniform guidance applies so every project must have a “reasonableness” component – an identified need and that money spent on that need is proportionate and that information on potential future projects is not known. Commissioner Cannon asked if that was something IAC could provide; Ms. Jessup stated based on the current information no and that information would have to come from the ISPs. She stated that would mean a Round 2 which would be a several month-long process which would mean that information wouldn’t be available until August/September, and all funds have to be completely obligated by December 31, which means bid out and under contract, not just voted by the Commission. If not, funds will revert back to the U.S. Treasury. Commissioner Morris asked how to expedite the Round 2 and do it in May or June instead. Ms. Jessup said the Commission would need to decide how to move forward with Phase 2 – identify areas, revamp applications, etc. Commissioner Cannon said he would like to look at moving forward. Ms. Jessup said IAC will then revamp the application and bring it back before the commission at a meeting in March for approval and then advertisement.

Mr. Hardee then presented a proposed plat for the redivision of Lot 4 in the Stillwaters Subdivision which had been presented at the last meeting. At that meeting, Commissioner LaGrand had requested the item be tabled given citizen concerns. Mr. Hardee stated he and Commissioner LaGrand have met with the citizen subdividing the property and the citizens that had been concerned. He stated in his last meeting with Commissioner LaGrand, the Commissioner was ready to move forward with approval. In his absence, Mr. Hardee stated it was up to the pleasure of the commission whether to move forward or table again. Commissioner Cannon made a motion to approve the final plat as presented. The motion was seconded by Commissioner Morris and passed unanimously.

Mrs. Leverette presented the Commission with a request to amend a resolution allocating ARPA funds to the Beulah Utilities District for projects in the amount of \$2,697,986.77. She stated that due to emergent issues regarding repairs, Beulah had asked to amend the projects and

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allocate funds instead to these higher priority projects. The allocation amount would not change, but they are requesting to replace 1,600 water meters and replace 60,760 linear feet of service tubing to address water pressure issues and fix leaks within the system. Commissioner Langley made a motion to approve and authorize the Chairman to sign the amended Resolution. The motion was seconded by Commissioner Morris and carried unanimously.

**AMENDED RESOLUTION TO AUTHORIZE THE REALLOCATION OF
AMERICAN RESCUE PLAN ACT FUNDS FOR ELIGIBLE WATER INFRASTRUCTURE
PROJECTS TO BEULAH UTILITIES DISTRICT**

WHEREAS, Lee County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, ARPA funds may be used for necessary investments in water and sewer infrastructure ("eligible water and sewer ARPA infrastructure projects"); and

WHEREAS, pursuant to of the ARPA, PL 117-2, March 11, 2021, 135 stat4, the County may transfer ARPA funds to municipalities, water and sewer authorities, and other public third-party providers ("third-party providers") in order to make these necessary investments; and

WHEREAS, consistent with Code of Alabama (1975) 11-88-13, the County may provide funds to a water authority to provide for the planning, development, undertaking, construction, extension, improvement, operation, or protection of water systems; and

WHEREAS, by way of resolution dated November 28, 2022, the Lee County Commission conditionally allocated up to \$2,697,986.77 of its ARPA funds to Beulah Utilities District to carry out six eligible water projects; and

WHEREAS, since that time, due to numerous service line breaks and meter repairs, Beulah Utilities District has identified a more urgent need for its system to replace approximately 1,600 water meters and approximately 60,760 linear feet of service tubing in order to increase water pressure and reduce leaks in the system (the "Project"); and

WHEREAS Beulah Utilities District has requested that the funding previously allocated for the water projects be reallocated to this more emergent Project; and

WHEREAS, with assistance from a third-party consultant, the County has confirmed that this new Project is an eligible use of ARPA funds; and

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WHEREAS, the Commission has considered the request from Beulah Utilities District, to substitute this Project for the previous projects and agrees that the reallocation of these funds is in the best interest of the County; and

WHEREAS, the County has determined that the projects are a necessary, eligible, and reasonable use of these funds; and

WHEREAS, the County will conduct an updated risk assessment of Beulah Utilities District and develop a monitoring plan for the ARPA infrastructure project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1) The County hereby amends its previous resolution dated November 28, 2022, and conditionally allocates up to \$2,697,986.77 of its ARPA funds to Beulah Utilities District to cover necessary costs relating to the Project.

2) This allocation is conditioned upon meeting federal requirements as set forth in paragraph 3.

3) Following the successful completion of an updated risk assessment and development of a monitoring plan, the County is hereby directed to negotiate with the Beulah Utilities District to a subrecipient agreement consistent with this Resolution, the terms and conditions of the County's ARPA Award, and state and federal law.

4) The Chairman is hereby delegated to enter into the subrecipient agreement if the agreement is consistent with this Resolution and if, in his discretion, the terms and conditions are in the best interest of the County.

5) Upon execution of the subrecipient agreement, the Chairman is hereby authorized to expend ARPA funds for costs of the projects in accordance with the terms of this Resolution and the subrecipient agreement.

6) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the projects that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 12th day of February 2024.

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Mrs. Leverette then presented a request to amend the resolution awarding ARPA funding for broadband grants for the Loachapoka area. As discussed in previous meetings, the projects in Loachapoka had to be amended due to service already in place by another ISP provider on certain identified project roads. Further, Mrs. Leverette asked the Commission to authorize the Chairman to enter into the agreement with the ISP providers for the projects in the three identified areas. Commissioner Cannon made a motion to amend the resolution and authorize the Chairman to enter into agreements with the ISP providers. The motion was seconded by Commissioner Morris and carried unanimously.

AMENDED RESOLUTION AWARDING LEE COUNTY AMERICAN RESCUE PLAN ACT (ARPA) FUNDED BROADBAND EXPANSION GRANTS

WHEREAS, Lee County, Alabama has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, following completion of a broadband feasibility study performed to identify & priority unserved and underserved areas where the county should expand broadband fiber optic infrastructure, the Lee County Commission voted unanimously to allocate up to \$4,392,071.00 of ARPA funds for the expansion of broadband fiber optic infrastructure in unserved and underserved portions of Lee County and subsequently approved the advertisement and solicitation of applications for four broadband expansion grants to be funded with ARPA funds; and

WHEREAS, following receipt of grant applications for three of the advertised broadband expansion grants and recommendations for approval from a team of county officials and employees who carefully reviewed and scored each regional application received based upon the objective criteria in the application, the Lee County Commission award the solicited broadband expansion grants as follows:

(1) A broadband expansion grant in the amount of \$345,129 to Point Broadband for the Loachapoka Region.

(2) A broadband expansion grant in the amount of \$169,532.74 to R.M. Greene, Inc., dba BEAM for the Salem Region.

(3) A broadband expansion grant in the amount of \$469,769.45 to R.M. Greene, Inc., dba BEAM for the South-Central Region broadband expansion project; and

WHEREAS, following the above-referenced award of grants, the Lee County Commission and Point Broadband discovered that portions of the proposed project area in the Loachapoka Region grant application already contained adequate broadband fiber optic infrastructure and that slight adjustments to the project plan were warranted to best serve the

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community and ensure the proposed construction and expansion of broadband infrastructure within the project area to be performed pursuant to the awarded grant would take place in currently unserved portions of the Loachapoka Region; and

WHEREAS, representatives from Lee County and Point Broadband met to refine the locations within the Loachapoka Region where Point Broadband should perform its services as outlined in the grant application, and following said meeting, Point Broadband submitted a revised project plan with the revised proposed locations for construction and expansion within the Loachapoka Region project area previously approved by the Lee County Commission; and

WHEREAS, upon review and agreement that the revised project plan submitted by Point Broadband complies with the requirements of the original grant proposal for the Loachapoka Region, the Lee County Commission agrees to the amended project plan for broadband expansion in the Loachapoka Region and seeks to amend its original approval dated November 13, 2023 to so do.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1. The County hereby amends its previous resolution dated November 13, 2023 and rescinds the approval of the broadband expansion grant to Point Broadband for the Loachapoka Region as set out in their original grant application.
2. The County approves and awards a broadband expansion grant in the amount of \$278,983.80 to Point Broadband for the Loachapoka Region as outlined in the revised Point Broadband project plan submitted to the Lee County Commission on February 12, 2023.
3. The County reaffirms the approval of a broadband expansion grant in the amount of \$169,532.74 to R.M. Greene, Inc., dba BEAM for the Salem Region as set out and proposed by the Lee County Commission in its grant application.
4. The County reaffirms the approval of a broadband expansion grant in the amount of \$469,769.45 to R.M. Greene, Inc., dba BEAM for the South-Central Region broadband expansion project as set out and proposed by the Lee County Commission in its grant application;
5. The County is hereby directed to negotiate with both R.M. Greene, Inc., dba BEAM and Point Broadband to establish subrecipient agreements covering the above-listed projects consistent with this resolution and the terms and conditions of the County's ARPA Award;

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6. The Chairman is hereby delegated to enter into subrecipient agreements with the respective parties if the agreements are consistent with this resolution and if, in his discretion, the terms and conditions are in the best interest of the County.

7. Upon execution of the subrecipient agreement, the Chairman is hereby authorized to expend ARPA funds for costs of the projects in accordance with the terms of this Resolution and the subrecipient agreements.

8. Expenditure of these funds, as authorized by this Resolution, shall be contingent on the county appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the projects that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the February 12, 2024, meeting of the Lee County Commission.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 12th day of February, 2024.

Under New Business, Ms. Christine Berry and son Mr. Christopher Berry presented to the Commission information regarding an incident which occurred on Nov. 24, 2023, and took issue with the Lee County Sheriff's Office handling of said incident. Ms. Berry stated she feels her son was racially profiled and wanted to bring it to the attention of the Commission since she feels the Sheriff's Office has not been responsive as they have not returned phone calls made asking for information and clarification regarding the incident in question. Judge English explained the reason the Commission does not manage the Sheriff's employees because the Sheriff as a state constitutional officer has a sovereign immunity that the Commission does not enjoy.

Prior to presenting a salary variance request, Sheriff Jones stated that the Sheriff's Office had reached out to Mr. Berry regarding the incident and had offered the opportunity to view the evidence concerning the case, but his office has not been contacted. Sheriff Jones stated that a formal complaint has not been filed, but a verbal from Ms. Berry has been stated. Sheriff Jones also stated the department does not racially profile and any such behavior is not tolerated.

Sheriff Jones presented a salary variance request. Sheriff Jones said Dennis Harrell was recently promoted to Captain within the School Resource Division; and policy allows a salary increase of 5%. However, even with the increase he would still be below the salary of some of his subordinates, so the Sheriff is requesting a 10% salary increase due to his experience. Sheriff Jones said this would bring him to a salary above his subordinates. Commissioner Morris made a motion to approve the 10% salary increase above his current salary. The motion was seconded by Commissioner Langley and passed unanimously.

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Sheriff Jones presented an off-premise retail beer and off-premise retail table wine application from Dollar General Store 25153 Store located in District 3, southeast of the Smiths Station city limits off Auburn Road. Commissioner Cannon made a motion, seconded by Commissioner Langley to approve the following Resolution to approve the application for Dollar General Store 25153.

BE IT RESOLVED the Lee County Commission hereby approves the license application for The Dollar General Store 25153 located at 10135 Lee Road 240, Phenix City, Alabama.

Next, Sheriff Jones presented educational reimbursement requests from Deputies Jeff Snyder, Shawn McDevitt, and Hayden Greenlee. Sheriff Jones said the courses pertain to their current job assignments. Commissioner Langley made a motion, seconded by Commissioner Morris, to approve the educational reimbursement requests as presented. The motion carried unanimously.

Judge English presented a proposed job description for an accountant position pay grade 114 within the Probate Office. The position would manage all financial aspects of the office, taking over duties currently being done by the Chief Clerk, an outside bookkeeper, and several of the probate clerks. This in turn would allow the clerks to provide additional customer service and would prevent the need to hire additional clerks. Commissioner Cannon made a motion to approve the accountant position as presented at a Pay Grade 114. The motion was seconded by Commissioner Morris and carried unanimously.

Mr. Hardee said the Highway Department had been approached by a citizen regarding a traffic study request on US Highway 29N and Lee Road 270. The citizen had initially made the request to ALDOT, however ALDOT rules state traffic study requests must come from County Commissions on behalf of citizens. Mr. Hardee stated a draft letter to ALDOT from Lee County was included in the packets which he asked the Commission to authorize the Chairman to sign. Mr. Hardee said the citizen requested the study because of concern regarding traffic backing up on the roadways during peak hours. Commissioner Langley made a motion authorizing the Chairman to sign the traffic study on US Highway 29N and Lee Road 270 as presented. The motion was seconded by Commissioner Cannon and passed unanimously.

Next, Mr. Hardee presented a final plat approval for Mill Creek East, Revision of Lot 1. Mr. Hardee said the plat has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The subdivision is located off existing roads of Lee Road 334 and 336 in District 4. It is taking a parent lot and subdividing it into 10 smaller lots with the smallest being 3 acres in size. Adjacent property owners were notified of the

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development by letters sent out February 1, 2024, so they may attend and voice their support, opposition or to obtain more information. Judge English asked if anyone was present to address the issues, and no one was there. Mr. Hardee also stated it will use existing frontage and no additional infrastructure is required to be built or maintained by the county. Commissioner Langley made a motion to approve the final plat for Mill Creek East, Revision of Lot 1, seconded by Commissioner Morris, and carried unanimously.

Mrs. Leverette presented a budget adjustment request for Fund 117 (RRR). Upon reviewing the financials, Fund 117 currently has more than the \$1.5 million threshold for emergency bridge and road repairs. Mrs. Leverette said the Highway Department is asking to recognize \$750,000 of the unassigned fund balance so the department can add projects to the current 2024 resurfacing project list. Mrs. Leverette requested the Commission recognize \$750,000 from the unassigned budget balance of Fund 117 to place into this year's budget for expenditures. Mrs. Leverette said these funds are highly restricted and can only be used for roads and bridges. Assistant County Engineer Patrick Harvill stated the roads to be added to the project list would most likely be Lee Roads 344 and 435. Commissioner Morris made a motion to approve the \$750,000 budget adjustment for Fund 117. The motion was seconded by Commissioner Langley and carried unanimously.

Mrs. Leverette presented the following Resolution regarding Amendment 1 which will be on the 2024 Primary Election ballots. Currently the Alabama Legislature is required to adopt the two main state budgets before any other legislation. They often use a problematic procedural workaround called a Budget Isolation Resolution (BIR), but that requires a higher number of votes to pass. As a result, a number of local measures die at the end of the session from year to year. Amendment 1 would allow for items of local legislation and constitutional amendments to be considered without the Alabama Legislature having to adopt a BIR vote, hopefully reducing legal challenges to local laws. The resolution encourages citizens to read and be aware of what items are on the ballot and vote accordingly. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the following Resolution and authorize Judge English to sign it. The motion passed unanimously.

RESOLUTION

WHEREAS, voters will soon consider Amendment 1, which will be on the ballot during the 2024 Primary Election held on March 5, 2024; and

WHEREAS, the Legislature regularly passes local laws and local constitutional amendments that impact the services provided to the county's residents, as well as the mechanisms for funding these services; and

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WHEREAS, some of these taxpayer-funded services include law enforcement, education, fire protection, ambulance services, the regulation of alcoholic beverages, and economic development; and

WHEREAS, since 1984, the Alabama Constitution has required that no legislation be considered by the Legislature until both of the State's annual budgets are passed and delivered to the Governor; and

WHEREAS, there is an exception that allows the Legislature to consider other matters ahead of the budgets by adopting a "Budget Isolation Resolution" (BIR) by a vote "of not less than three-fifths of a quorum present"; and

WHEREAS, the language of this exception has been interpreted various ways since 1984 and has generated lawsuits in recent years over how many votes are needed to adopt a BIR; and

WHEREAS, if a court finds that a local law's BIR was adopted improperly, it could result in that local law being challenged on procedural grounds, even if the local law otherwise passed both chambers and became law; and

WHEREAS, Amendment I would allow local bills and local constitutional amendments to be considered by the Legislature without the adoption of a BIR, removing a procedural step from the legislative process; and

NOW, THEREFORE, BE IT RESOLVED BY THE LEE COUNTY COMMISSION that it encourages the citizens of the county to go to the polls on March 5, 2024, and make their voices heard on Amendment 1.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 12th day of February, 2024.

Mr. Hardee asked for an item to be added to the agenda which was a request for the county to join with 30 other counties to participate in pursuing a planning grant through the USDOT Bridge Investment program. Letters of support are necessary from the participating counties. Mr. Hardee stated if approved, the grant funds would be used to replace a bridge located on Farmville Road that was built in 1967. Commissioner Cannon made a motion to add the item to the agenda with Commissioner Morris seconded. The motion passed unanimously, and the item was added. Commissioner Cannon then made a motion to approve the request presented

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by Mr. Hardee to participate in pursuing a planning grant through the USDOT Bridge Investment program. The motion was seconded by Commissioner Morris and the motion carried unanimously.

Judge English said under advice of Attorney Jamie Frawley the Commission needs to adjourn into Executive Session concerning a matter of current litigation. Judge English said County Attorney Stan Martin needed to attend. The session may last 25-30 minutes, and no official action is anticipated at the conclusion. Commissioner Langley, at approximately 6:15 p.m., made a motion to adjourn into executive session. The motion was seconded by Commissioner Cannon and carried unanimously.

Upon reconvening after the Executive Session, at approximately 7:00 p.m. Commissioner Cannon made a motion to adjourn. The motion was seconded by Commissioner Langley and the motion carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, FEBRUARY 26, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, February 26, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones. News media in attendance: The Observer reporter Hannah Goldfinger and Opelika-Auburn News reporter Alex Hustung.

Commissioner Morris was happy to announce the recent birth of his first granddaughter Melody Morris born February 20, 2024. She is the daughter of his oldest son Bailey and his wife Sarah. Judge English said Commissioners and Commission staff received a beautiful picture of her and her proud grandfather earlier and congratulated Commissioner Morris.

Environmental Services Director John McDonald gave an update on the Free Disposal Days. Mr. McDonald said the first free disposal day went very well, saying approximately 51 tons were collected. Mr. McDonald said the Recycling Department pulled out about 5 tons of usable materials for recycling. Commissioner Long questioned the amount of traffic at the US Highway 280E site. Mr. McDonald said approximately half of the tonnage came from that site and said traffic stayed backed up, sometimes across the highway. Mr. McDonald said they have been talking with county school officials to hopefully set up a location at Beauregard School which may alleviate some of the backup at the Hwy 280E location. Commissioner Cannon questioned which site was the least busy. Mr. McDonald said the Bottle location on US Highway 280W. Commissioner Morris thanked Mr. McDonald, saying he was very appreciative of the event. Commissioner LaGrand concurred. Judge English questioned the time it took to shut down the locations after the noon closure questioning how many cars were in line at the cutoff and if there was trash left the next day. Mr. McDonald said it took about three hours to close completely and said no trash was left at the gate the next day. Mr. McDonald said the next free disposal day is scheduled for April 6, 2024 from 8:00 a.m. until 12 noon at the same 5 locations as before.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, a copy of the minutes of the meeting on January 29, 2024, and first reading of an opening on the Lee County Planning Commission for District 4. That last item was moved forward since no interest forms have been received. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried unanimously.

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New Lee County School Superintendent Dr. Mike Howard and Chief School Financial Officer Ken Roberts appeared before the Commission to discuss the continuation of the county-wide sales tax. Dr. Howard requested a Commission resolution showing continued support of the sales taxes currently collected by the county being used for education. Judge English questioned what the proposed bond issue is for, and Dr. Howard said it is for local controls of the HVAC systems, for changing out all lights to LED, along with improvement to windows and doors at all the county schools and other various buildings. Dr. Howard said it includes 14 schools, a learning center, the school bus shop and a few other buildings. Judge English thanked Dr. Howard for the use of the Smiths Station Junior High School for the upcoming election on March 5, 2024. Judge English asked Dr. Howard about the completion date of the renovations on the auditorium and if it would be completed by the November election. Dr. Howard said it would be ready prior to the November election. Commissioner Morris thanked Dr. Howard saying the county schools are the best in the state. Judge English said the reputation of the three school systems are what helps to give Lee County sustained growth. Judge English said he would like to clarify the wording on the Resolution presented since it states Lee County collects and remits the sales tax to the school board but actually Lee County does not pass through that revenue; it is remitted directly to the school board by the collecting agency. Dr. Howard understood and said he agreed to allow Judge English to make the necessary clarifications. Commissioner Long made a motion, seconded by Commissioner Cannon to approve the following Resolution and authorized Judge English to make the necessary corrections as stated. The motion carried unanimously. The following is the amended resolution:

**A RESOLUTION AND ORDER
CONFIRMING AND RATIFYING THE LEVY OF
THE ONE-CENT COUNTYWIDE SALES TAX IN LEE COUNTY**

BE IT RESOLVED AND ORDERED by the Lee County Commission (the "Commission"), the governing body of Lee County, Alabama (the "County"), as follows:

Section 1. Findings. The Commission hereby finds and declares as follows:

(i) that there is levied in the County, pursuant to Section 40-12-4 of the Code of Alabama, 1975, as amended, and pursuant to a resolution of the Commission adopted September 30, 1991 (Minutes Book 7, pp. 298-304), and extended indefinitely pursuant to a resolution of the Commission adopted on March 29, 1993 (Minutes Book 8, pp. 89-95), a special privilege or license tax or excise tax at the basic rate of one percent (1%) for public school purposes (herein together called the "Sales Tax"), a portion of the proceeds of which is presently allocated and apportioned to the Lee County Board of Education (the "Board"), and has been since its inception; and

(ii) that the Board has notified the Commission that the Board proposes (a) to issue its Special Tax School Warrants, Series 2024, in the approximate aggregate principal amount of \$22,000,000 (the "Warrants"), for the purpose of financing various capital improvements to the public schools in the County under the jurisdiction and control of the Board, and (b) to pledge, for the payment of the principal of and interest on the Warrants, that portion of the proceeds of the

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Sales Tax presently being allocated, apportioned and paid to the Board, subject to a prior pledge thereof.

Section 2. Continuation of Sales Tax. The County hereby agrees, for the benefit of the Board and the registered owners of the Warrants, that it shall continue to levy, at rates not less than those at which the Sales Tax is presently levied, the Sales Tax and to provide for the collection of the Sales Tax.

Section 3. Collection of Sales Tax.

(i) The County hereby directs that the entity that collects the Sales Tax for County, whether Avenu Insights and Analytics, or the Alabama Department of Revenue, or otherwise, to collect, pursuant to Sections 40-12-4 through 40-12-7 of the Code of Alabama, 1975, as amended, the Sales Tax as levied, and the amount certified as having been collected for the use of the County, less collection charges deducted, shall be paid to the Chief School Financial Officer of the Board until the final retirement of the Warrants, now expected to occur on or before February 1, 2044; and

(ii) The Commission hereby directs that a certified copy of this Order and Resolution be forwarded to the entity that collects these taxes for County, and to the Board.

ADOPTED this 26th day of February, 2024.

Judge English presented the Annual Levy of Alcoholic Beverages for FY2024-2025 and stated there are no changes in the county fees. Ms. McCall pointed out that there are two new classifications on this year's list. Commissioner Long made a motion to approve the following Resolution to set the Annual Levy of Alcoholic Beverages for FY2024-2025. The motion was seconded by Commissioner Morris and carried unanimously.

BE IT RESOLVED by the Lee County Commission that the County license levies for the sale of liquor, beer and wine for the fiscal year beginning October 1, 2024, to be set in the following amounts:

010 Lounge Retail Liquor – Class I	\$150.00
011 Lounge Retail Liquor – Class II (Package)	\$150.00
020 Restaurant Retail Liquor	\$150.00
031 Club Liquor – Class I	\$150.00
032 Club Liquor – Class II	\$375.00
040 Retail Beer (On or Off Premises)	\$75.00
050 Retail Beer (Off Premises Only)	\$75.00
060 Retail Table Wine (On or Off Premises)	\$75.00
070 Retail Table Wine (Off Premises Only)	\$75.00
080 Liquor Wholesale	\$500.00
090 Wholesale Beer Only	\$275.00
100 Wholesale Table Wine Only – 16.5% or less	\$275.00
110 Wholesale Table Wine & Beer Combined	\$375.00

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120 Warehouse License	\$100.00
130 Additional Warehouse – Wine, Beer or Both	\$100.00
140 Special Events Retail	\$75.00
150 Special Retail License – 30 days or less	\$100.00
160 Special Retail License – More than 30 days	\$250.00
170 Retail Common Carrier	\$150.00
200 Manufacturer	\$500.00
210 Importer	\$250.00
220 Brewpub	\$500.00
230 International Motor Speedway	\$3,000.00
250 Wine Festival License	\$50.00
260 Wine Festival Participant License	\$15.00
300 Hospitality Management Program License	\$0.00
310 Food or Beverage Truck License	\$0.00
500 Direct Wine Shipper	\$200.00
510 Wine Fulfillment Center	\$500.00
520 Additional Wine Fulfillment Center	\$100.00
530 Delivery Service License	\$250.00
800 In-State Winery Off-Site Testing Permit	\$0.00

Sheriff Jones presented an ABC license transfer for 169 Bar and Grill. Sheriff Jones said the results of a canvas of 12 residents in proximity of the establishment resulted in: 3 residents had objections, 3 residents had no objections; and 6 residents had no opinion. Additionally, Sheriff Jones said the State Fire Marshal completed an inspection of the building. Commissioner Langley made a motion, seconded by Commissioner Cannon, to approve the following Resolution to transfer the license as presented. The motion carried on a vote of 4-1 with Commissioner LaGrand voting “No”.

BE IT RESOLVED, Lee County Commission hereby approves the license transfer for 169 Bar and Grill located at 2102 Alabama Highway 169, Opelika, Alabama.

Next, Sheriff Jones presented an ABC license transfer for Express Foodmart. Sheriff Jones said no objections were received on the issuance of the license. Commissioner Langley made a motion, seconded by Commissioner LaGrand to approve the following Resolution approving the license transfer. The motion carried unanimously.

BE IT RESOLVED, Lee County Commission hereby approves the license transfer of Express Foodmart located at 10 Lee Road 189, Opelika, Alabama.

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Next, Sheriff Jones asked the Commission to add an item to the agenda due to time sensitivity. Sheriff Jones said he has been working with Senator Tuberville to obtain an appropriation for an upgraded 800 MHz system at an approximate cost of \$5 million dollars. Commissioner Cannon made a motion, seconded by Commissioner Long, to add the item to the agenda. The motion carried unanimously. Sheriff Jones said the upgrade will not only benefit the Sheriff's Office but would also be beneficial to the area volunteer fire departments. Sheriff Jones said the total cost of nearly \$5 million dollars would need a commitment from the Commission to provide a 20% match, or about one million dollars. Sheriff Jones said the system would be phased-in over a 3-to-4-year period so the funds could be allocated over that time frame. Commissioner Cannon said he is in favor since talks have been going ongoing for about three years or more. Judge English questioned where the funds would come from since it is not currently budgeted. County Administrative Officer Holly Leverette said it is currently in the capital plan since discussions have taken place during budget work sessions, since it has been discussed for some time. Commissioner Cannon asked if it could be paid over an extended timeframe. Sheriff Jones said his department would work with the vendor on that portion. Judge English questioned if action was necessary tonight. Sheriff Jones answered in the affirmative since the application deadline is February 29, 2024. Commissioner Cannon made a motion, seconded by Commissioner Morris, to authorize the application so Sheriff Jones can present a copy to Senator Tuberville. The motion carried unanimously.

County Engineer Justin Hardee presented the results of the annual bid for crack sealing on various county roads. Mr. Hardee said only one bid was returned and he recommends the Commission reject the bid and allow for him to negotiate downward as authorized under Alabama Bid Law. Commissioner Long made a motion, seconded by Commissioner Langley, to reject the bid and allow Mr. Hardee to negotiate downward. The motion carried unanimously.

Next, Mr. Hardee presented final plat approval for Hunter's Point Subdivision for Commission consideration. Mr. Hardee said the final plat has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed subdivision is located adjacent to Lee Road 334. Adjacent property owners were notified of the development by letters sent out February 15, 2024, so they may attend and voice their support, opposition, or to obtain more information. Judge English questioned if anyone was in attendance on the subdivision, but no one spoke on the matter. Afterward, Commissioner Langley made a motion, seconded by Commissioner Long, for final plat approval for Hunter's Point Subdivision as presented. The motion carried unanimously.

Judge English said under advice of Attorney Robbie Hyde the Commission needs to adjourn into Executive Session concerning a personnel matter. Mrs. Hyde said County Attorney Stan Martin and Chief Administrative Officer Holly Leverette needed to attend. The session may

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last approximately 45 minutes, and official action is anticipated at the conclusion. At approximately 5:30 p.m. Commissioner Long made a motion to adjourn into executive session. The motion was seconded by Commissioner Morris and carried unanimously.

Upon reconvening after the Executive Session, Commissioner Long made a motion to uphold the action taken by Chief Administrative Officer Holly Leverette on the personnel matter. The motion was seconded by Commissioner Morris and carried on a vote of 4-1 with Commissioner LaGrand voting “No”.

At approximately 6:48 p.m. Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Cannon and carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, MARCH 11, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, March 11, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones and Revenue Commissioner Oline Price. News media in attendance: The Observer reporter Hannah Goldfinger and Opelika-Auburn News reporter Alex Husting.

EMA Director Rita Smith said she is currently working with Senator Tommy Tuberville on a grant for a community shelter in the Beauregard community. Mrs. Smith said she met with Commissioners Cannon and Langley and County Engineer Justin Hardee to discuss the grant since the paperwork had to be submitted by the end of February. Mrs. Smith said she indicated on the grant application the county could participate in a 10% match, and in-kind services may be an option for our match. Mrs. Smith said no action is needed tonight, but if granted, she will bring it back before the Commission for a vote. Commissioner Langley said it is much needed and thanked Commissioner Cannon, Mr. Hardee, and Mrs. Smith for working on it.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on February 26, 2024. Commissioner LaGrand noted one correction in the minutes on his vote after the Executive Session at the last meeting. Additionally, announcement of a vacancy on the Alternative Sentencing Board and a vacancy on the Smiths Station Fire and Rescue Board was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried unanimously.

Robert Burns appeared before the Commission to discuss a drainage issue on Lee Road 849. Mr. Burns said he believes the pipe which runs along Lee Road 849 onto his property is too small for the amount of water running through it, especially with heavy rains. Mr. Burns said all types of debris are pushed onto his property like limbs, aluminum cans and neighbors' toys. Mr. Burns said he has called the Highway Department numerous times about it but is told there is nothing the county can do about it. Mr. Burns said he believes the county can backfill and grade the area, cut bushes and ditches to alleviate some of the issues. Mr. Burns said the county brought a load of rocks, but that too has washed away. Mr. Burns said it is destroying his property. Mr. Burns suggested digging up the road to install a larger pipe on Lee Road 849. Mr. Hardee said after the last meeting he talked with Commissioner Langley about the issue and looked into it further. Mr. Hardee said he researched county records, saying the road was paved in 2008 when the 24" cross-drain pipe was installed with an 80 ft. right-of-way. Mr. Hardee said since then, Mr. Burns erected a fence on the county right-of-way. Mr. Hardee said after sizing the pipe it would need another 24" pipe to address the rainwater issue. Mr. Hardee said the Highway

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Department can install another drainpipe, but it will not alleviate the water pressure on the fence. Mr. Hardee said the fence would need to be moved off the right-of-way to address the water issue, since there needs to be room for the water to move.

Commissioner Langley said he looked at it and said the fence needs to be moved out of the county right-of-way and for the county to install another 24" pipe to help move the water. Mr. Burns said he hired Precision Surveying, saying he is not a land surveyor, but he hired one and said he does not feel the fence is an issue. Mr. Hardee said if another 24" barrel pipe is installed it would be the same amount of water, just less pressure. Mr. Hardee reiterated that his concern is the location of the fence and whether or not the Commission agrees to install another pipe to address the issue. Mr. Burns said the fence cost \$25,000 and would not wish to move it. Commissioner Langley said he would like to resolve the right-of-way issue before installing a second pipe. Mr. Hardee asked Mr. Burns for his contact information to look into the issue further. Mr. Burns provided his information to Mr. Hardee.

Sheriff Jones presented three Special Event License applications for B & B Beverage Management. Sheriff Jones said one event will be held at Legacy at Serenity Farms and the other two events will be held at Twenty-One Acres. First, Sheriff Jones presented the Special Event License application for B & B Beverage Management for a one-day event to be held on April 4, 2024 at Legacy at Serenity Farms. The venue is a barn type structure with adjoining patio and an enclosed bar/service area. The design capacity is maximum 300 occupants. Commissioner LaGrand made a motion, seconded by Commissioner Cannon, to approve the following Resolution granting the Special Event License to B & B Beverage Management for the upcoming event on April 4, 2024.

BE IT RESOLVED, the Lee County Commission hereby approves the Special Event License to B & B Beverage Management for an event on April 4, 2024 at Legacy at Serenity Farms located at 1995 West Farmville Road, Auburn, Alabama.

Next, Sheriff Jones presented the application for a two-day event to be held on April 5 & 6 at Twenty-One Acres. Sheriff Jones said the venue is a barn type structure with adjoining patio and an enclosed bar/service area. Sheriff Jones said the design capacity is a maximum of 600 occupants. Commissioner LaGrand made a motion, seconded by Commissioner Cannon, to approve the following Resolution granting the Special Event License to B & B Beverage Management for the upcoming event.

BE IT RESOLVED, the Lee County Commission hereby approves the Special Event License to B & B Beverage Management for a two-day event on April 5 & 6, 2024 at Twenty-One Acres located at 5505 Lee Road 137, Auburn, Alabama.

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Last, Sheriff Jones presented an application for a special event license for B & B Beverage Management for an event to be held on April 12, 2024 at Twenty-One Acres. Commissioner LaGrand made a motion, seconded by Commissioner Cannon, to approve the following Resolution granting the Special Event License to B & B Beverage Management for the upcoming event.

BE IT RESOLVED, the Lee County Commission hereby approves the Special Event License to B & B Beverage Management for an event on April 12, 2024 at Twenty-One Acres located at 5505 Lee Road 137, Auburn, Alabama.

Sheriff Jones presented a request for Commission consideration for a walk-through security scanner for use at the Lee County Courthouse. Sheriff Jones said the safety and security of the public, employees, and elected officials who frequent the Courthouse is a primary concern. Incidents where citizens and officials alike have suffered harm have become less isolated in the United States and a sharper focus has been placed on enhanced security measures at public buildings. Sheriff Jones said after talking with Commission members he would request the Commission approve the Sheriff's Office to acquire a walk-through scanner for use at the Courthouse. The scanner would be utilized initially on Commission meeting nights and phased in to eventually acquire additional scanners and personnel for daily operations at the Courthouse. Judge English expressed his opinion that both the front and back doors should ultimately have scanners. Commissioner Cannon made a motion, seconded by Commissioner Long, authorizing the Sheriff to acquire a walk-through scanner for use at the Courthouse. The motion carried unanimously.

Next, Revenue Commissioner Oline Price said upon the recent retirement of her Chief Deputy Revenue Commissioner Lisa Teel, and after acquiring the Appraisal Department in 2021 she would like to make her assistant position more suitable for authority over both departments. Mrs. Price said currently she has 42 full-time employees and 6 part-time retirees in service, for a total of 48 employees. Mrs. Price said she would like to change the job description of the Chief Deputy Revenue Commissioner to Deputy Revenue Commissioner/Chief of Staff and add a Property Assessment Supervisor position. Mrs. Price said the new job description for the Deputy Revenue Commissioner/Chief of Staff includes a considerable amount of involvement with the Appraisal Department. Mrs. Price said after talking with Brandon Causey of the Alabama Department of Revenue about the changes, the department has agreed to fund 50% of the salary through the Reappraisal Fund which will result in savings to the county's general fund budget. Chief Administrative Officer Holly Leverette said to clarify, the original position was classified as a Pay Grade 201, and the new position will be a Pay Grade 203. The supervisor position will be classified at a Pay Grade 114, which equates to an approximate \$45,000 savings to the General Fund with the state match. Commissioner LaGrand questioned the Pay Grades and Mrs. Price confirmed them. Commissioner Cannon made a motion, seconded by Commissioner Morris, to

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approve the position of Deputy Revenue Commissioner/Chief of Staff at Pay Grade 203 and a Property Assessment Supervisor at Pay Grade 114 as presented. The motion carried unanimously.

Mr. Hardee presented the bid results of the bridge replacement on Lee Road 245 over Peters Creek. Mr. Hardee said bids were opened on February 21, 2024 with four bids being returned from the following: 1) G. W. Norrell Contracting-\$333,000; 2) Murphree Bridge Corporation-\$349,932.50; 3) Newell & Bush, Inc.-\$381,363; and 4) The Bridge Builders of AL LLC-\$390,265. Mr. Hardee said the lowest responsive bid was received from G. W. Norrell Contracting for \$333,000. Judge English asked if the current bridge is still in use. Mr. Hardee said the bridge failed and has been closed since 2022. Commissioner Morris questioned if Mr. Hardee had done business with the company before and whether he was satisfied with their performance. Mr. Hardee confirmed, saying he has worked with them and noted that his employees will be overseeing the project. Commissioner Langley made a motion, seconded by Commissioner Long, to award the bridge replacement project to G. W. Norrell Contracting of Georgiana, Alabama for \$333,000. The motion carried unanimously.

Judge English said Commissioner Cannon would like to add an item to the agenda which needs unanimous consent. Commissioner Cannon made a motion to add an agenda item authorizing the county attorney to assist Coroner Daniel Sexton with a Public Records request. The motion was seconded by Commissioner Morris and carried unanimously. Then, Commissioner Cannon made a motion to authorize County Attorney Stan Martin to assist Coroner Sexton with an open records request. The motion was seconded by Commissioner Long and carried unanimously.

At approximately 5:37 p.m. Commissioner Cannon made a motion to adjourn. The motion was seconded by Commissioner Langley and carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, MARCH 25, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, March 25, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones and District Attorney Jessica Ventiere. News media in attendance: Opelika-Auburn News reporter Alex Husting and The Observer reporter Anita Stiefel.

Environmental Services Director John McDonald said his department is participating in the upcoming Alabama People Against a Littered State (PALS) Spring cleanup. The annual event takes place the entire month of April and the theme is “Don’t Drop it on Alabama”. Mr. McDonald said the event is very helpful in cleaning up litter along the roadways. Further, he said he hopes to get community participation from groups like Beulah Friends of the Community and citizens of Loachapoka who have participated in the past. Mr. McDonald said groups may reach out to his department for further information and to receive free materials and supplies.

Next, Mr. McDonald said his department attended a Touch-A-Truck event held last Friday at South Smiths Station Elementary School. Mr. McDonald said the department participated in the event and gave out educational materials and coloring books. Mr. McDonald said the event went well, saying his department will participate in other upcoming events. Mr. McDonald recognized his staff for their participation and recognized Recycling Manager Harold Whatley for doing a fantastic job of setting up at the event.

County Engineer Justin Hardee discussed the upcoming county parks opening day, due to the absence of Parks Director Ryan Norris. Mr. Hardee said opening day at Beulah Park will be held April 6, 2024 at 9:00 a.m. CST. Both Beauregard and Smiths Station Parks had to postpone their opening days due to weather and he is unaware of a makeup date. On April 8 at 5:00 p.m. CST the Smiths Station Youth Softball will play, and Beauregard Youth Softball Association will play at 5:45 p.m. CST. Mr. Hardee said Loachapoka Recreation League hopes to hold their opening day during the first week of May with the time to be determined later. Mr. Hardee thanked the Parks Department for doing a great job at each park and invited everyone to go out to see what they have done. Commissioner Cannon thanked the Highway Department for the work they performed at Loachapoka Park.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on March 11, 2024. A supplemental list of claims for payment was provided today to each Commissioner. Commissioner Cannon made a motion, seconded by Commissioner Morris,

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to approve the consent agenda items as presented. The motion carried unanimously.

County Administrative Officer Holly Leverette presented the following Resolutions for Commission consideration for two initiatives previously allocated some of the \$10 million revenue replacement portion of the ARPA funds. Mrs. Leverette said the Commission voted to allocate \$500,000 on May 31, 2022 and another \$500,000 on September 12, 2022 from the revenue replacement funds to the Refuse Disposal Fund 140 to help offset the additional expenses incurred due to the significant volume increases at the collection sites during the pandemic. Second, the Commission voted on September 12, 2022 to allocate up to \$250,000 for design and construction of the Loachapoka Park. Mrs. Leverette said the Highway Department is close to completing the work at the park and the funds need to be transferred to the Highway Department for reimbursement. Commissioner LaGrand questioned the timeframe for the completion of the pavilion. Mrs. Leverette said she is not sure of the starting date. Mr. Hardee said the contractor, Beasley Construction, is moving onsite and according to the contract the work will be completed in 180 calendar days. Mrs. Leverette requested the Commission approve both Resolutions tonight in order to move forward. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve and authorize the Chairman to sign the following Resolutions regarding revenue replacement funds of up to \$100,000 to the Refuse Disposal Fund 140 and up to \$250,000 for design and construction of the Loachapoka Park as presented. The motion carried unanimously.

**RESOLUTION FOR THE EXPENDITURE OF AMERICAN
RESCUE PLAN ACT FUNDS FOR GOVERNMENT
SERVICES – REFUSE DISPOSAL FUND**

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds as revenue replacement (“ARPA revenue replacement funds”); and

WHEREAS, the County may use ARPA revenue replacement funds to fund government services, including waste management services; and

WHEREAS, following the pandemic, as part of ongoing operational duties, the County’s Environmental Services Department incurred additional costs, including, specifically, increased tipping fees due to additional refuse in the County; and

WHEREAS, the County has determined that it would be reasonable and prudent to cover certain costs, including tipping fees, previously incurred by the County; and

WHEREAS, the County has determined that reimbursement of the Refuse Disposal Fund to defray additional costs incurred by the County, as part of its ongoing government services in

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the community is a necessary, reasonable, and proportionate expenditure of ARPA funds; and

WHEREAS, the County has procured the lease for these goods in a manner consistent with state law and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as applicable to ARPA revenue replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1) The County shall use up to \$1,000,000.00 of ARPA funds, which are hereby designated as ARPA revenue replacement funds, to facilitate the provision of the government services described herein.

2) The County Administrator and Chief Financial Officer are hereby authorized to reimburse the Refuse Disposal Fund to defray the costs incurred after March 11, 2021, up to \$1,000,000.00 in order to facilitate the provision of these services.

3) The ARPA Program Director is charged with ensuring that ARPA revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of March, 2024.

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES – LOACHAPOKA PARK

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds as revenue replacement (“ARPA revenue replacement funds”); and

WHEREAS, the County may use ARPA revenue replacement funds to fund government services, including the provision of public parks; and

WHEREAS, the County has determined that the construction of a new park in the Loachapoka area, inclusive of site work performed by the County (the “Project”) is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County will procure any goods and services needed to support the Project in a manner consistent with the Public Works law and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit

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Requirements for Federal Awards (2 C.F.R. Part 200), as applicable to ARPA revenue replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall use up to \$250,000.00 of ARPA funds, which are hereby designated as ARPA revenue replacement funds, to facilitate the provision of the government services described herein.
- 2) The County Administrator or Chief Financial Officer are hereby authorized to expend these funds to cover costs necessary to facilitate the Project including, but not limited to, materials purchased for portions of the work performed by County staff or goods and services from qualified contractors as described herein from appropriately procured vendors to facilitate the provision of these services.
- 3) The ARPA Program Director is charged with ensuring that ARPA revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of March 2024.

Next, Mrs. Leverette presented a Resolution for allocation of the American Rescue Plan Funds for broadband expansion. Mrs. Leverette presented maps showing the location of projected projects for Phase II. Mrs. Leverette said the maps represent areas the county is interested in serving and in turn the ISP's must submit their proposals along with an application for the funds. Commissioner Cannon asked what was received from the IAC. Mrs. Leverette said it is the application included in the packet to use the ISP's creativity beyond the areas the county wants to consider. She said then Sain Associates will review it. Mrs. Leverette said the packets will go out on Wednesday, March 27 for a return date of May 10. Mrs. Leverette said she hopes to have it all back before the Commission for consideration at the last June meeting for award of the projects, so they can be contracted by the end of the year. Judge English questioned the blue areas of the map. Mrs. Leverette said those are Federal dollars in unserved areas which are more rural where there is more of a need for broadband expansion, and we cannot allocate funds to those areas. Commissioner Cannon made a motion to approve the following Resolution for Broadband Expansion, Phase II. The motion was seconded by Commissioner Morris and carried on a 4-1 vote with Commissioner LaGrand voting "No".

**RESOLUTION ALLOCATING FUNDS
AND APPROVING A LEE COUNTY
BROADBAND EXPANSION GRANT PROGRAM AND APPLICATION**

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WHEREAS, Lee County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, the County may make necessary investments in broadband infrastructure using ARPA funds; and

WHEREAS, the County has committed to using a portion of its ARPA funds to expand broadband infrastructure in unserved and underserved areas of the county where expansion of broadband fiber optic infrastructure can be constructed in accordance with ARPA federal guidance, and to that end has previously approved three broadband expansion grant projects (one in the Loachapoka Region, one in the Salem Region, and one in the South Central Region) based upon the results of a broadband feasibility study conducted for the County in 2023; and

WHEREAS, it appears there may be additional unserved and/or underserved areas of the county where a broadband expansion project not covered by the previously awarded Lee County grants and not part of other government-funded broadband expansion projects; and

WHEREAS, the County believes it would be in the interest of citizens in the County to pursue additional grant opportunities for broadband expansion projects in these areas of the County, provided it can identify qualified providers with viable project proposals that would construct broadband fiber optic infrastructure and provide services in currently unserved and/or underserved areas of the county in accordance with the specifications and requirements set out in the grant application to be approved, advertised, and solicited by the Lee County Commission;

THEREFORE, BE IT RESOLVED BY THE LEE COUNTY COMMISSION THAT:

1. The County hereby allocates up to \$3,407,639 of its ARPA funds to be awarded, as appropriate and authorized under state and federal law, to qualifying third-party providers to assist with the funding of eligible broadband infrastructure projects as described herein.
2. To this end, the County hereby approves the content and format of the Lee County Broadband Expansion Grant Application as set before them.
3. The Lee County Broadband Expansion Grant Application is hereby approved for advertisement and solicitation in compliance with federal and state requirements and guidelines, with said advertisement to begin as soon as is practicable or on a date to be determined by the Commission.
4. Lee County Administrator Holly Leverette is hereby designated to administer and oversee all aspects of the application process, including but not limited to,
 - (a) publishing and disseminating announcement of the grant opportunities as widely as possible and in compliance with federal and state requirements and guidance, and
 - (b) monitoring the application process and addressing questions from potential applicants, and
 - (c) providing for careful review of all properly submitted applications received by the deadline for submission to allow for the grant award to be made to the most qualified applicants, and
 - (d) performing any other tasks as necessary and/or requested by members of the Lee County Commission.

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5. That following the submission and review of applications, the Lee County Commission may by a vote of the county commission award a grant or grants to qualified applicants submitting a viable project proposal in line with the requirements established by the County and thereafter enter into agreements for such projects to be completed no later than December 31, 2026, with such agreements including all terms and conditions required by federal and state requirements and guidance.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the March 25, 2024 meeting of the Lee County Commission.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 25th day of March, 2024.

Sheriff Jones presented results of Bid #2024-03 for emergency equipment for 14 or more Chevrolet Tahoes. Sheriff Jones said out of 12 bids mailed only three were returned. Sheriff Jones recommended the bid be awarded to the lowest responsive bidder Mobile Communications for \$148,127.70. Sheriff Jones said this is a budgeted item. Judge English questioned the price difference from the totals on the tabulation sheet included in the Commission packets. Sheriff Jones said Mobile Communications inadvertently overlooked one item, wire covers, and submitted an updated total, but the bid is still the lowest. The other two bidders were: 1) Interceptor Public Safety Products, Inc. for \$161,984.14; and 2) ProLogic ITS for \$164,803.52. Commissioner Long made a motion, seconded by Commissioner LaGrand to award Bid #2024-03 for emergency equipment for 14 or more Chevrolet Tahoes to Mobile Communications for \$148,127.70. The motion carried unanimously.

Mrs. Leverette presented the following Resolution allocating ARPA Local Tribal Consistency Fund for replacement cameras at the Justice Center. Mrs. Leverette said there is a desperate need to replace the cameras, saying this is a good use of these funds. Mrs. Leverette said a proposal of \$86,000 to replace the 2nd floor cameras has been received from DPS Group. Commissioner Cannon questioned if cameras were included at the Highway Department Complex. Mrs. Leverette affirmed, saying cameras were included in the bid. Commissioner Long made a motion, seconded by Commissioner Langley to authorize Judge English to sign the contract for \$86,000 with DPS Group for cameras for the 2nd floor of the Justice Center. The motion carried unanimously.

**RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT
LOCAL AND TRIBAL CONSISTENCY FUNDS FOR GOVERNMENT PURPOSE -
SECOND FLOOR JUSTICE CENTER COURTROOM CAMERAS**

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Local and Tribal Consistency Funds (“LATCF funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

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WHEREAS, the County may use LATCF funds for a governmental purpose, including the provision of security within county-owned buildings; and

WHEREAS, the County has determined that it would be reasonable and prudent to install cameras in the Justice Center; and

WHEREAS, the County issued a Request for Proposal seeking quotes from qualified vendors for the purchase, delivery, installation including wiring, and providing warranties for camera equipment on the second floor of the Justice Center; and

WHEREAS, the County received a quote from DPS Group to provide the goods and services described above; and

WHEREAS, after consideration of the quote, the Lee County Commission finds that engaging DPS Group to provide the above-described goods and services is a necessary, reasonable, and proportionate expenditure of LATCF funds; and

WHEREAS, the County has procured the lease for these goods in a manner consistent with state law and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as applicable to ARPA revenue replacement funds; and

WHEREAS, consistent with Code of Alabama (1975) § 39-5-1(b), the Commission hereby certifies that the award of the contract is in substantial compliance with the Public Works Law.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall use up to \$43,287.33 of LATCF funds to facilitate the public purpose described herein.
- 2) The Commission resolves to award a contract to DPS Group, consistent with the request for proposal and quote received to provide the goods and services described therein.
- 3) The Chairman of the Commission is hereby delegated the authority to enter into a contract on behalf of the County with DPS Group for the provision of the goods and services herein described, provided:
 - a. that the contract is consistent with this Resolution, state and federal law, and the terms and conditions of the County's LATCF award; and
 - b. that the terms and conditions are, in the Chairman's discretion, in the best interest of the County.
- 4) Upon execution of the contract, the County Administrator and Chief Financial Officer are hereby authorized to expend LATCF funds to DPS Group in furtherance of the public purpose.

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5) The ARPA Program Director is charged with ensuring that LATCF funds allocated and expended to provide for this governmental purpose will not be used for lobbying purposes or any other purpose determined to be ineligible by the LATCF terms and conditions or federal law.

6) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of LATCF funds for this purpose.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of March, 2024.

Next, Mrs. Leverette discussed the need to upgrade the ProWatch electronic boards, cards and software that operates the access controls to county buildings. Mrs. Leverette said the current electronic boards, cards and software are obsolete, and parts are not available in the event of failure. Mrs. Leverette said this causes a huge security risk to our buildings. Additionally, our current technology is not compatible with the updated technology. Mrs. Leverette said she included two proposals from DPS Group in the packets for Commission consideration. Mrs. Leverette said Option 1 implements the change gradually over time at a cost of \$162,445, whereas Option 2 implements the changes all at once for \$341,178. Also, Mrs. Leverette said there are two funding options for the project. One is to recognize unassigned General Fund balance as revenue and amend the current FY2024 Capital Fund budget to include it or to use up to \$341,178 of ARPA Revenue Replacement Funds for a governmental purpose. This would leave a balance of \$27,438 in ARPA Revenue Replacement Funds to be allocated. Commissioner Long questioned the two options, questioning how you can remedy a system that cannot be fixed and questioned how it became this dire without notice and why it was not discussed last year during budget time. Mrs. Leverette explained it is like outdated cell phones, over time technology becomes obsolete and it had come to her attention right after the budget was complete. Commissioner Long said he feels there is a better way of tracking this especially if it is putting county buildings at security risk. Commissioner Cannon questioned if there is only one company that does this work. Mrs. Leverette said they received two proposals but only one company has knowledge of our system and of compatibility issues with other equipment. Commissioner LaGrand said he feels neither option is a good investment at this time. Commissioner Cannon made a motion to table the item until the next meeting. The motion to table was seconded by Commissioner LaGrand and carried unanimously.

Mr. Hardee asked the Commission to table the Interim Planning Director position until the next meeting. Commissioner Long made a motion, seconded by Commissioner Morris, to table the item. The motion carried unanimously.

Building Inspector Official Eric Parten presented the following Resolution to update the FEMA Flood Damage Prevention Plan. Mr. Parten said he has also included Article 6 –

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Definitions, which were left out last time. Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize the Chairman to sign the following Resolution. The motion carried unanimously.

FLOOD DAMAGE PREVENTION RESOLUTION

Lee County, Alabama (Unincorporated Areas)

2024 Update

SEE ENTIRE 33 PAGE RESOLUTION IN OFFICIAL COPY IN COMMISSION OFFICE

Assistant County Engineer Patrick Harvill presented “no truck” and weight restricted routes for discussion. Mr. Harvill said the Highway Department has been using historical Commission minutes to develop a list of roads that the Commission has established as “no trucks” and weight restricted routes throughout the years. The list of those designated as such and a location map was included in the Commission packets. Mr. Harvill said some roads may have signs that have not had official action by the Commission. Further, Mr. Harvill said the Highway Department would like to move the roads designated as weight restricted to designate the roads as “no truck” routes, since there is no way to weigh them without scales. Mr. Harvill said that is part of the reason the Highway Department would like the Commission to review the list as presented and come back at the April 8 meeting to reaffirm the roads that the Commission would like to remain as posted routes, to remove any that may no longer need to be posted and to add any roads the Commission would like to formally adopt as posted routes. Commissioner Langley said he did not see Lee Road 177 on the list, but said it is posted “no trucks”. Mr. Harvill said that is the reason for getting a comprehensive list and to remove signs, if necessary, so the Sheriff’s Office can be in a position to enforce. Commissioner Langley said Lee Road 177 is a cut-thru to the landfill and he receives calls constantly since the road is in bad condition already. Mr. Harvill said the Highway Department has nothing on record for that road, saying ideally cut-thru roads and residential roads would be designated “no truck” routes. Mr. Hardee interjected saying the roads must be appropriately dedicated by the County Commission, must have a starting point. Commissioner Morris questioned the penalty. Mr. Harvill said he would defer the question to the Sheriff. Sheriff Jones said it would be a fine situation, no jail time. No Commission action was taken, and the matter will be considered in the future.

Mr. McDonald said it is time to renew the Solid Waste Management Plan. Mr. McDonald said this is a 10-year plan required by ADEM that addresses the handling and disposal of solid waste within Lee County. This plan also includes our local municipalities who participate in the cost of the update based on census population data. CDG Engineering and Associates has been selected to work with Lee County in completing the update. Mr. McDonald said CDG Engineering and Associates have a local office in Lee County and have worked with other Alabama counties on their updates. Mr. McDonald asked the Commission to consider the proposal from CDG Engineering and Associates for \$27,400. Mr. McDonald added that the

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Cities of Auburn, Opelika, Smiths Station and the Town of Loachapoka have all agreed to move forward with CDG Engineering and Associates. Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize the Chairman to execute the agreement with CDG Engineering and Associates as presented. The motion carried unanimously.

Last, Mr. Hardee said the Parks Department had been contacted by a 501(c)(3) non-profit organization, asking if there was any discounted rate available for the use of Lee County ballfields. Mr. Hardee said this is the first time they have been asked about discounted rates saying there is a fee for field usage and for lighting if it is needed. Mr. Hardee said the fees are used to offset the cost to use and maintain the parks. Mr. Hardee said the amounts have been in place since November 2020 when the Commission approved the rental agreement and the fee schedule. Mr. Hardee said it is at the discretion of the Commission whether to give a discount on the rental fees or not. Commissioner Long questioned if it was a one-time request. Mr. Hardee said this is a one-time request, but they may request it again in the future. Commissioner Long asked Mr. Hardee to send the request to the Commission. Commissioner LaGrand said he would be in favor of granting a discount, perhaps 25% discount. Commissioner Morris said he is in favor of giving a discount. Commissioner Long said he was not opposed to a discount but would like to look into it further. Mr. Hardee said this is the first request but would like the Commission to look at it and to consider it at the next meeting. Commissioner Langley questioned if the Commission could schedule a work session to discuss it further.

Commissioner Langley made a motion to add an item to the agenda to propose setting a 4:00 p.m. work session prior to the April 8, 2024 meeting. The motion was seconded by Commissioner Cannon and carried unanimously. Next, Commissioner Langley made a motion to add a work session at 4:00 p.m. prior to the April 8 meeting to discuss the following three items, they are: 1) Prowatch Technology upgrade; 2) the Interim Planning Director and; 3) field rental fees. The motion was seconded by Commissioner Cannon and carried unanimously.

At approximately 5:54 p.m. Commissioner Langley made a motion to adjourn. The motion was seconded by Commissioner Cannon and carried unanimously.

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The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, April 8, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones and Coroner Daniel Sexton. News media in attendance: The Observer reporter Hannah Goldfinger and Opelika-Auburn News reporter Alex Husting.

Judge English performed the swearing-in of two new Lee County Emergency Management Agency employees Lauren Jeffers and Nicholas Glover. Judge English said it is the loyalty oath from the Emergency Management Act of 1955, Code of Alabama §31-9-20, to prevent the employment of subversives by the Emergency Management Agency. Judge English congratulated them both.

Next, Coroner Daniel Sexton gave his FY2023 Annual Coroners' Report. Mr. Sexton said last year he was only able to give a partial report, but this is a full year's report, and he presented a copy to each Commissioner. Mr. Sexton highlighted a few accomplishments his office has made since he took over in July 2022, they are: 1) implemented case management software; 2) started transporting decedents in June 2023; 3) currently in the process of constructing a morgue facility; 4) purchased vehicles for county business; 5) purchased laptops and cell phones for county business; and 6) updated the coroner's website for better communication with citizens. Mr. Sexton said all this would not be possible without the support and partnership of the Lee County Commission.

Further, Mr. Sexton reported that last year his office investigated 427 deaths with the following breakdown by cause: 76% natural; 3% homicides; 16% accidents; 4% suicides; and 1% undetermined. Mr. Sexton said of the 33 accidental overdoses in Lee County, 55% or 18 were from fentanyl overdoses. Judge English questioned if they all were all ruled accidents. Mr. Sexton concurred saying since the patient is deceased, it is assumed the overdose was accidental, not intentional. Mr. Sexton said he attended 19 of the 119 autopsies performed by the Alabama Department of Forensic Sciences in Montgomery. Mr. Sexton said he tries to personally attend the autopsy if it involves a homicide or the death of a child since it helps tremendously in getting them completed.

Next, Mrs. Leverette updated the Commission on the broadband expansion grant. Mrs. Leverette said IAC Representative Kelley Gillikin and Sain Associates GIS Manager Dan Mellott were in attendance to address any questions on the matter. Mrs. Leverette said Phase 1 currently involves two agreements in the Salem and South-Central region. Mrs. Leverette said BEAM has started their project in the Salem region which should be finished in the fall. Mrs. Leverette said the other project in the South-Central Area in Loachapoka is in the hands of Point Broadband,

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which should be completed within the next year. Mrs. Leverette said BEAM and Point Broadband only submitted two proposals. Mrs. Leverette said there is so much money out there for the companies, they can only do so much. Mrs. Leverette said unfortunately there is not a website for citizens to see which projects are currently being undertaken. Mrs. Leverette said during Phase II the ISP's know which projects are out there and will contribute input on which areas are unserved/underserved by submitting an application for those projects which are due May 10. Mrs. Leverette said the applications the ISPs submit will be reviewed, saying we know our priority areas, after reviewing them, then the plans will move forward to award of the contracts as soon as we can. Mrs. Leverette said once construction begins, the county will still be involved due to requirements of quarterly reporting and there will be continual monitoring of the work. The companies will be paid as progress is made and checks will be issued from ARPA funds. Mrs. Leverette said the agreement contains a callback clause so if a company does not perform services as agreed, the county can request the company return the funds. Also, Mrs. Leverette said there is a latency phase at the end of the contract whereby there is a lot required of the ISP's in testing the sites before final payments are made. Commissioner Cannon questioned who does the inspection once the contracts are made. Mrs. Leverette said SAIN & Associates does them and the county performs a risk-assessment on the front-end. Mrs. Gillikin recognized the Commission staff saying a lot of time and background information has been provided in working to push these broadband projects along.

Next, EMA Director Rita Smith recognized Alabama Fire College Coordinator Rudy Rooks who is in attendance to present the "Master Coin" to Clinton Knox. Mrs. Smith said she likes to recognize her employees. Mr. Rooks recognized that Mr. Knox is also a Volunteer Firefighter in Smiths Station. Mr. Rooks said there are many coin levels beginning with basic, intermediate, advanced and masters. Mr. Rooks said each level builds upon the previous one and Mr. Knox is one of about 300 individuals who have worked hard enough to obtain the Master coin. Mr. Rooks presented the "Master Coin" to Mr. Knox. Commissioner Long congratulated Mr. Knox on his dedication and the amount of time it took to complete the Master level and said the community is honored to have him.

Next, Assistant County Engineer Patrick Harvill said April 15–19, 2024 is National Work Zone Awareness Week and the theme is "*Work Zones are temporary. Actions behind the wheel can last forever.*" This week is recognized each year in efforts to make the public aware of the importance of safety when traveling through work zones, as each employee puts their life in danger on a daily basis by working with the traveling public on county rights-of-way. The 2021 Nationwide Statistics said work zone fatalities reached a 17-year high with 105,000 work zone crashes, 42,000 injured and 954 fatalities in work zones. Of the 42,000 injured, 29,000 work zone crashes involved construction workers. Mr. Harvill said on average a Highway Maintenance Worker dies on the job an average of 3.7 times more often than the average worker. Mr. Harvill said that in 63% of the highway worker fatalities, the vehicle struck the worker because of the

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workers inability to get out of the way, saying there is nowhere for the worker to go to avoid the accident. Mr. Harvill said the Highway Department has five crews, or approximately 30 employees in the field on the roadways every day. Mr. Harvill said each year National Work Zone Awareness Week is mentioned to bring awareness to the community in an attempt to make things safer for the maintenance workers.

Parks Director Ryan Norris presented pictures of the progress at Loachapoka Park and updated the Commission on the construction progress. Mr. Norris reported the contractor of the pavilion portion began work March 25. Mr. Norris thanked the Loachapoka Water Authority for getting water in place for construction of the pavilion. Commissioner Cannon thanked the Highway Department for the work they did prepping and grading the site for construction. Mr. Norris agreed, saying thanks to their work both the pavilion pad and the parking lot area are ready. Commissioner LaGrand thanked them as well and questioned the date of delivery of the plants. Mr. Norris said they are expecting a full truckload of plants to arrive this week which will be used as a buffer along the edges of the property line.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on March 25, 2024. First reading to reappoint Aric Andrade to the Smiths Station Fire & Rescue was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried unanimously.

Under old business, Lakiesha Young-Hicks appeared again with questions and concerns on the Broadband project. Ms. Young-Hicks thanked Mrs. Leverette for communicating with her by email, but said she has additional questions and requested a working map, if possible. Mrs. Leverette said a map is in the works and once complete will be available on the county's website. Ms. Young-Hicks questioned who is monitoring to ensure roads are not being left off. Mrs. Leverette said it is a difficult task since the county is not in the broadband business. The county is utilizing the funds available to build out broadband for its citizens but cannot guarantee that 100% of the county will be covered. Mrs. Leverette explained that is the reason for doing Phase II, since there are areas that still need attention. Ms. Young-Hicks questioned how SAIN & Associates will fact check. Mrs. Leverette said they have good contacts with the providers. Mrs. Leverette explained that once an application is approved according to Treasury guidelines for a reasonable expenditure of funds, then it is up to the company on how they start the project, saying the next round of agreements should move faster. Mrs. Leverette reminded the Commission that the funds must be allocated by December 2024 and any funds leftover may be shifted to other projects. Ms. Young-Hicks pleaded with the Commission to push the cable projects along, since it is hard for students and others to keep up without adequate internet speeds. Commissioner LaGrand thanked Ms. Young-Hicks for her help in the process and agreed he wants to see that all

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of Lee County has internet.

Next, Mrs. Leverette again discussed the need to upgrade the ProWatch electronic boards, cards and software that operates the access controls to county buildings. Mrs. Leverette said Information Technology Director Amanda Sides and Maintenance Director Jerry Lynch spoke during the work session on the need to update to the most current technology. Mrs. Leverette reminded the Commission of the options saying Option 1 implements the change gradually over time at a cost of \$162,445, whereas Option 2 implements the changes all at once for \$341,178. Also, Mrs. Leverette said there are two funding options for the project. One is to recognize unassigned General Fund balance as revenue and amend the current FY2024 Capital Fund budget to include it or to use up to \$341,178 of ARPA Revenue Replacement Funds which can be utilized for a governmental purpose. Commissioner Cannon made a motion to approve the following Resolution selecting Option 2 to implement the changes all at once and selecting Option 2 for funding the project from ARPA Revenue Replacement funds. The motion was seconded by Commissioner Morris and carried unanimously.

**RESOLUTION FOR THE EXPENDITURE OF
AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES**

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds as revenue replacement (“ARPA revenue replacement funds”); and

WHEREAS, the County may use ARPA revenue replacement funds to fund government services, including providing for security in County-owned buildings; and

WHEREAS, the County’s existing card access system, including the software application and related hardware needs to be updated in order continue appropriate functionality; and

WHEREAS, the County Commission has determined that updating the card access system (the “Project”) is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County will procure any goods and services needed to support the Project in a manner consistent with the Competitive Bid Law and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as applicable to ARPA revenue replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

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1) The County shall use up to \$341,178.00 of ARPA funds, so designated as ARPA revenue replacement funds, to facilitate the provision of the government services described herein.

2) The Chief Administrative Officer and Chief Financial Officer are hereby authorized to expend these funds to cover costs necessary to facilitate the Project including, but not limited to, materials purchased for portions of the work performed by County staff or goods and services from qualified contractors as described herein from appropriately procured vendors to facilitate the provision of these services.

3) The ARPA Program Director is charged with ensuring that ARPA revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 8th day of April 2024.

After discussion of the matter during the work session, Assistant County Engineer Patrick Harvill again presented for Commission consideration the finalized list of “No Truck” routes and of routes to have their current posting removed. Mr. Harvill said the first list containing 16 roads will be designated and posted “No Truck” routes, they include: Lee Roads 10, 11, 80, 81, 86, 106, 117, 122, 147, 159, 177, 221, 394, 446, 2054 and 2055. The second listing of eight roads is roads the Highway Department is recommending removing the designation. The first four are: Lee Roads 147, 166 390 and 434 of weight restricted routes and the second list of four roads are: Lee Roads 22, 47, 54 and 157 of “No Trucks” routes. Commissioner Morris made a motion, seconded by Commissioner Cannon, to remove the designations as “No Trucks” route and weight restrictions from the eight roads noted. The motion passed unanimously.

Next, Commissioner Langley made a motion, seconded by Commissioner Morris to approve the 1st page designating 16 roads as “No Trucks” routes as noted above. The motion passed unanimously.

After discussion of field rental fees during the work session, Judge English said the Commission asked Mr. Norris to confer with the Lee County Recreation Board members on the matter to see if they have previously had requests to discount field rental rates and to get their thoughts on the concept.

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Judge English presented for Commission consideration the following Memorandum of Understanding with the Lee County Health Department for improvements to the building at no cost to the county. Commissioner Long questioned if they are asking for dead trees to be removed or for just general landscaping. Judge English said he believes it is for both items. Judge English said they are asking for permission to do preventive maintenance and improvements to the building and feels the county should allow them to do the work on the building since it costs the county nothing. Commissioner Cannon made a motion, seconded by Commissioner Long, to approve the following Memorandum of Understanding and authorize Judge English to sign the document. The motion carried unanimously.

**MEMORANDUM OF UNDERSTANDING
AMONG THE ALABAMA DEPARTMENT OF PUBLIC HEALTH,
THE ALABAMA PUBLIC HEALTH CARE AUTHORITY,
AND THE LEE COUNTY COMMISSION FOR IMPROVEMENTS
TO THE LEE COUNTY PUBLIC HEALTH FACILITY**

This Memorandum of Understanding (MOU) entered into by and among the Alabama Department of Public Health, hereinafter "Department," the Alabama Public Health Care Authority, hereinafter "APHCA", and the Lee County Commission, Lee County, Alabama, hereinafter the "County," is effective January 1, 2024, and terminates June 30, 2026.

WHEREAS, the parties have been unable to locate an agreement for a lease of the public health facility located at 1801 Corporate Drive, Opelika, Alabama, in Lee County (the "Premises"), which is owned by the County and occupied by the Department, with the County and the Department have historically operated as lessor and lessee, for the Department's continued use of the Premises; and

WHEREAS, it is the understanding of the County and the Department that the Premises is intended to include all improvements to the public health facility and related parking facilities, and all furnishings, fixtures, and equipment installed therein, and no alterations, additions or improvements to the Premises are to be made by the Department without first obtaining the express written consent of the County; and

WHEREAS, APHCA is a public corporation duly incorporated and authorized by resolution of the County Commission of Lee County, Alabama on November 21, 1995, under the provisions of The Health Care Authorities Act of 1982 codified at Alabama Code Sections 22-21-310 through 22-21-359, which authorizes APHCA to acquire, construct, install, equip, renovate and/or refurbish public health care facilities in order to promote public health throughout the State of Alabama; and

WHEREAS, the Department contributed funds to APHCA to allow APHCA to make certain repairs and maintenance in public health facilities, including, but not limited to, the Premises;

NOW, THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

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The County and the Department are mutually desirous of APHCA making the following improvements at the Premises:

1. Repaint light poles with rust inhibitive paint.
2. Paint exterior metal doors with rust inhibitive paint.
3. Repaint metal windows.
4. Replace original carpet in Nurses Offices.
5. Replace original carpet throughout building.
6. Refinish interior metal doors and frames.
7. Replace water heater.
8. Pressure wash all concrete surfaces.
9. Remove dead trees and general landscaping.
10. Remove/relace, add chair rails.
11. Paint interior walls.
12. Remove vinyl wall covering and paint walls.
13. Make minor changes to these improvements as required.

The estimated cost for such improvements is \$366,800.00, to be paid by APHCA using the funds contributed to APHCA by the Department. Should the cost of materials, labor or other related costs for the proposed improvements increase above the estimated cost due to factors beyond APHCA's control, the County and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove may be undertaken by APHCA pursuant to a written amendment to this MOU, subject to the County's approval.

The parties agree to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. APHCA shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required from said Program Management Services.

The Department and the County agree and understand that the above-described facility improvements remain with the Premises as fixtures and are not subject to removal by the Department upon termination for their relationship as lessor and lessee or this MOU. The Department agrees further to pay and increase costs for casualty insurance, utilities, and taxes resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the parties' agreement.

This MOU will be incorporated as an addendum to the parties' agreement. All other provisions thereof shall remain in full force and effect.

This MOU may be canceled at any time by either party providing thirty (30) day written notice to the other party.

Sheriff Jones presented the results of Bid#2024-06 for 14 or more Chevrolet Tahoes. Sheriff Jones said two bids were returned and the lowest responsive bid received was from Donohoo Chevrolet LLC for \$49,375/each for a total cost of \$691,250.00. Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to award the bid for 14 or more Chevrolet

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Tahoes for \$691,250.00 to Donohoo Chevrolet LLC. The motion passed unanimously.

Mr. Hardee said the Highway Department and Commissioner Long were approached by LaFaye Dellinger and her son Jeff Elliott about the public nature of Lee Road 515. Mr. Hardee said the road is approximately 750' in length to where it turns into Mr. Elliott's driveway. It is currently a non-county-maintained road, and the Highway Department's records did not reveal any indication of maintenance in the past. Included in the Commissioners' packets were a copy of Lee County's tax map that shows Mr. Elliott's property and images from Google Earth from 1993 and 1999 showing the area before and after Hunter's Ridge Subdivision was developed. Mr. Elliott appeared before the Commission to question the public nature of Lee Road 515 saying it has a green sign which indicates it is a county road. Judge English said the green sign indicates it is a non-county maintained public road. Mr. Elliott said he was granted an easement when he purchased his property but did not realize it was only a temporary easement since it was never deeded to the property by the previous homeowner. Mr. Hardee said according to the Highway Department's information, citizens of Lee Road 515 petitioned in 1992 for the county to maintain the road but has no record that it was acted upon. Mrs. Dellinger said the road used to go all the way through from Lee Road 208 to some other public road but when the Hunter's Ridge Subdivision was built, that road was cut-off. Judge English questioned Mr. Elliott whether Lee Road 515 goes all the way to his property. Mr. Elliott concurred saying it is his only access to his house. Mr. Elliott said he came out of his driveway one day and the owner told him he was driving across her property. Mr. Elliott said one of the parcel owners, the owner of Parcel 180, accepted his offer to purchase a small portion on the back of their property (for his use as a driveway), but the owner of Parcel 179 will not accept his generous offer for a small piece on the back of their property. Mr. Elliott said the road has been used for over 30 years and he only wants access to his property, regardless of the situation. Mr. Elliott said he has a legal right to access his property. Judge English said it appears to be a legal issue that may require court action to resolve. Judge English questioned Mr. Hardee's opinion. Mr. Hardee said he has no legal opinion and deferred to County Attorney Stan Martin. Mr. Martin said the public nature of a road is a factual determination that must be made by the County Commission. Mr. Martin said he previously provided a cheat sheet to the Commission for the determination of what is a county road. Mr. Martin, in his opinion, said they may need to go to court over access across Parcel 179. No action was taken by the Commission.

Mr. Hardee presented a Federal Aid Project for the resurfacing of Lee Road 240 from Hospilika Creek bridge to the Russell County Line, approximately 4.671 miles. Mr. Hardee said the project is an 80/20 match with an anticipated amount of \$1,223,837.91 with the county's 20% match of \$244,767.59. Commissioner Long made a motion, seconded by Commissioner Langley to authorize Judge English to sign the Resolution and execute the following agreement for the Federal Aid Project for resurfacing Lee Road 240. The motion carried unanimously.

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RESOLUTION

BE IT RESOLVED, by the Lee County Commission as follows:
that the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:
Resurfacing on CR-240 from the Hospilika Creek Bridge to the county line road:
Project#STPPC-4123(252); CPMS Ref# 100073174.
Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the agreement by all parties, a copy of such agreement be kept on file by the County.

Done this the 8th day of April, 2024.

**CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT
BETWEEN THE STATE OF ALABAMA AND THE LEE COUNTY COMMISSION
PROJECT NO. STPPC-4123(252) COUNTY PROJECT NO. LCP 41-240-22
CPMS REF#100073174**

PART ONE (1): INTRODUCTION

This agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Lee County Commission, Alabama (FEIN 63-6001601) hereinafter referred to as the County.

WHEREAS, the State and the County desire to cooperate in the resurfacing on CR-240 from the Hospilika Creek bridge to the county line road; Project #STPPC-4123(252); CPMS REF#100073174.

NOW, THEREFORE, it is mutually agreed by the State and the County as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **PROJECT FUNDING:** The STATE will not be liable for Federal Aid Funds in any amount. The Project will be limited to \$979,070.32 Federal funds unless the Phenix City Area Metropolitan Planning Organization agrees, subject to the approval of the State, to reprogram the allocated Federal funds to for the Phenix City Area sufficient to 80% of the project cost. Any overruns not covered by the MPO will be borne by the County from County Funds. In an event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Phenix City Area Dedicated)	\$ 979,070.32

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COUNTY FUNDS	\$ 244,767.59
TOTAL (Incl CE&I)	<u>\$ 1,223,837.91</u>

It is further understood that this is a cost reimbursement program, and no federal funds will be provided to the County prior to the accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any costs incurred by the County relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost of the project and will be borne and paid by the County.

- C. Time Limit: This project will commence upon written authorization to proceed from the State directed to the County.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for reallocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the State for re-allocation. A time extension may be approved by the State upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the State.

PART THREE (3): PROJECT SERVICES

- A. The County will furnish all right-of-way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of the acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the County in accordance with applicable Federal and State laws, regulations and procedures. Any exceptions to this requirement must be approved by the State in writing prior to incurring costs for which reimbursement is requested by the County. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the County as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, subpart B), all Federal environmental laws, and all other applicable state and federal laws.

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Any property or property interests acquired shall be in the name of the County with any condemnation or other legal proceedings being performed by the County.

The County shall follow all Federal regulations related to the Management, Leasing and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without proper written approval from the State or FHWA. The State or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the County from the sale or lease of property.

- B. The County will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated utility costs will not be an eligible cost as part of this Agreement.
- C. The County will make the Survey, perform the Design, complete the Plans and furnish all preliminary Engineering for the Project with county forces or with a consultant approved by the State. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any associated Survey, Design, Plan Preparation and Preliminary Engineering costs are an eligible cost to the project, the County will develop and submit to the State a project budget for approval. This budget will be in such form and detail as may be required by the State. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the County seeks reimbursement must be included in a budget approved by the State in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the State in writing, in order to successfully carry out the project. However, under no circumstances will the County be reimbursed for expenditures over and beyond the amount approved by the State.

The County will undertake the project in accordance with this Agreement, plans approved by the State and the requirements, and provisions, including the documents relating thereto, developed by the County, and approved by the State. The plans including the documents related thereto are of record in the Alabama Department of Transportation and are hereby incorporated in and made part of this Agreement by reference. It is understood by the County that failure of the County to carry out the project in accordance with this Agreement and approved plans, including documents relating thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on this project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the State in accordance with the Guidelines for Procedures for Processing State and Industrial Access Funded

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County and City Projects, and attached hereto as a part of this Agreement prior to the County letting the contract.

- D. The County will furnish all construction engineering for the project with County forces or with a consultant approved by the State as part of the cost of the project. Construction Engineering & Inspections costs are not to exceed 7%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The County may request the use of an approved third-party materials inspection and testing provider, as approved by the State.

PART FOUR (4): CONTRACT PROVISIONS

- A. The County shall not proceed with any work covered under the provisions of this Agreement until the State issues written authorization to the County to proceed.

- B. Associated construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the State, the State will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The County shall pay this amount to the State no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the County, the County shall comply with all Federal and State laws, rules, regulations, and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The County will, when authorized by the State, solicit bids, and make awards for construction and/or services pursuant to this Agreement. The County shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the State. Following receipt of bids, the County will provide all bids to the State with a recommendation for award. The County shall not award the contract until it has received written approval from the State.

For projects with approval by the State to use County forces, the Construction for the project will be performed by the County at actual costs for labor, materials, and equipment, as approved by the State.

The purchase of project equipment and/or services financed in whole or in part pursuant to the Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this Project. The County will be the permittee of record with ADEM for

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the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The County will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The County shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the County shall indemnify and hold harmless The State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
For all claims not subject to Ala. Code § 11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expenses whatsoever or any amount paid in comprise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditures of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its officers, officials, agents, servants, and employees.
- F. The County will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the County, its agents, servants, employees, or facilities.
- G. Upon completion and acceptance of this project by the State, the County will assume full ownership and responsibility for the portion of the project work on County right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The County will, when appropriate, submit reimbursement invoices to the State for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the State and will be submitted through the Region Engineer for payment. The County may invoice the not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate

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that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within 12 months after the completion of and acceptance by the State of the work. Any invoice submitted after this twelve-month period will not be eligible for payment.

B. The County will not assign any portion of work of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the State.

C. The County will establish and maintain a cost accounting system that must be adequate and acceptable to the State as determined by the auditor of the State.

All charges to the project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the State. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The County will report to the State the progress of the project in such manner as the State may require. The County will also provide the State any information requested by the State regarding the project. The County will submit to the State financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the State.

The County will permit the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in the project or to the accomplishment of the project. The County will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the County will give its full cooperation to those persons or their authorized representatives, as applicable.

The County will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The County will retain all books, records, and other documentation relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State, or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with

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Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the County is not an agent of the State, its officers, employees, agents, or assigns. The County is an independent entity from the State, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this Agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the County, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The recipient of funds under the terms of this Agreement agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and

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perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts. Failure of the recipient of funds under the terms of this Agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this Agreement shall constitute a breach of contract and may result in termination of the contract by the State, or such other remedy may be undertaken by the State as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The State has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The State has the right to terminate this Agreement at its sole discretion without cause and make settlement with the County upon an equitable basis. The value of the work performed by the County prior to the termination of this Agreement shall be determined. In determining the value of the work performed, the State shall consider the following:

1. The ratio of the amount of work performed by the County prior to the termination of the Agreement to the total amount of work contemplated by this Agreement less any payments previously made.

2. The amount of the expenses to which the County is put in performing the work to be terminated in proportion to the amount of expense to which the County would have been put had he been allowed to complete the total work contemplated by the Agreement, less any payments previously made. In determining the value of the work performed by the County prior to the termination, no consideration will be given to profit, which the County might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the County, the value of the work performed by the County prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this Agreement.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the Agreement be terminated due to default by County, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the County for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

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The County will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects):
 - Federal-aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures

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nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the County agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. The County will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The County will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the County of the County's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, or national origin.

d. Information and Reports

The County will provide all information and reports required by Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, or other sources of information and its facilities as may be determined by the State of the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the County's noncompliance with the nondiscrimination provisions provided for herein, the State shall impose such contract sanctions as it may determine to

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be appropriate, including but not limited to,

1. withholding of payments to the County under contract until the County complies, and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The County will include the foregoing provisions a. through f. in every subcontract including procurement of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The County will take such action with respect to any subcontract, procurement, or lease as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a County becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the County may request the State to enter into such litigation to protect the interest of the State.

g. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000 e, and Federal Transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.
The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.
2. **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the County agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition,

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the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The State's cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this Agreement, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The County shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The County shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The County specifically agrees that this Agreement shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the State beyond the moneys available for this purpose.
- b. The County, in accordance with the status of County as an independent contractor, covenants and agrees that the conduct of County will be consistent with such status, that County will neither hold County out as, or claim to be, an officer or employee of the State by reason hereof, and that County will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of County.

COUNTY'S CERTIFICATIONS

The County by acceptance of this contract certifies that the rates o composition of cost noted in Article IV – PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the County. The County agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the County at the time of execution of the Agreement. The County agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The County agrees that the per diem rate will be limited to the rate allowed by the State at the time of execution of the Agreement. The County agrees that a meal allowance shall be limited to County employees while in travel status only and only when used in lieu of a per diem rate.

The County shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The County agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

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CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative Agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either

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now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in this Agreement shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this Agreement, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this Agreement is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The State and County acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the State, County, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The County agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed, and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to the Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit an F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

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In the case where a County/City is using an in place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weigh tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

Next, Mr. Hardee requested final plat approval of a subdivision plat for Crowder Properties, LLC. Mr. Hardee said the subdivision is located in District 4, with seven lots bring created from one parcel. Mr. Hardee said adjoining landowners were mailed letters on March 28, 2024 and questioned if anyone was in attendance on the matter. Judge English noted no one was in attendance on the matter. Commissioner Langley made a motion, seconded by Commissioner Long, to approve the final plat for a subdivision for Crowder Properties, LLC as presented. The motion passed unanimously.

Next, Mr. Hardee presented final plat approval for Hornet Hills Subdivision. Mr. Hardee said the subdivision is located in District 5 with 10 lots. Mr. Hardee said letters were mailed to adjacent homeowners and questioned if anyone was in attendance. Ms. Jenetta Baker appeared to speak on the matter. Ms. Baker said she and her husband Tony Baker own three lots that back up to the subdivision and she was concerned due to the recent rain, saying the land gets really wet, whether the grading of the property would cause water to come over into her lots. Mr. Hardee

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said it should not cause an issue if the contractor is using best construction practices. Commissioner LaGrand made a motion to table the item until the next meeting to research it further. The motion was seconded by Commissioner Langley and the motion passed unanimously.

Mr. Hardee presented the results of the FY2024 Local Resurfacing bid for approximately 7.5 miles of road resurfacing. Mr. Hardee said only one bid was returned from D & J Enterprises and said it fell within the anticipated price bracket so he would recommend award of the bid to them. Commissioner Cannon made a motion, seconded by Commissioner Morris, to award the 2024 Local Resurfacing Bid for Project #LCP 41-RALR-24 to D&J Enterprises for \$2,363,066.25. The motion carried unanimously.

Last, Legislative Liaison/Safety Coordinator Wendy Swann presented a request to authorize Judge English to sign the formula allocation for energy efficient projects for the Justice Center Renovation Project. Mrs. Swann said it mainly covers energy efficient LED lighting to be used on the JC renovation project. Mrs. Swann said there were no qualifications, you only had to apply for the funds. Commissioner Langley made a motion, seconded by Commissioner Cannon to authorize Judge English to sign the necessary paperwork for the EECBG Grant Allocation. The motion carried unanimously.

At approximately 6:38 p.m. Commissioner Cannon made a motion to adjourn. The motion was seconded by Commissioner Morris and carried unanimously.

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The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, April 29, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones and District Attorney Jessica Ventiere. News media in attendance: Opelika-Auburn News reporter Alex Husting.

Commissioner LaGrand discussed the upcoming National Day of Prayer since planned others were not in attendance. Commissioner LaGrand said the event will be held at noon on Thursday, May 2, 2024 at the Courthouse square near the fountain. Commissioner LaGrand said it is a nondenominational prayer and praise gathering. Commissioner LaGrand said if you are unable to attend it can be heard on the air on Hallelujah 1520 AM and Praise 88.7 FM.

Next, Chief Administrative Officer Holly Leverette gave an update on the Lee County Youth Development Center's awarded ARPA subrecipient grant of \$100,000. Mrs. Leverette said the grant which was awarded in December is for the support of mental health for children. Mrs. Leverette said the risk assessment is complete and she is waiting on the IAC for the agreement and the monitoring plan. Commissioner LaGrand asked if the Youth Development Center will receive their funding disbursement in May. Mrs. Leverette said either May or June. Commissioner LaGrand questioned the timeframe saying the award was done in December which is almost six months ago. Mrs. Leverette said it just takes time with paperwork being sent back and forth. She said it was returned in February by the Youth Development Center, which is only a few months. Mrs. Leverette said the IAC is extremely busy dealing with an April 30 reporting deadline; saying they should be able to get back on track after tomorrow. Mrs. Leverette said she was assured an agreement from IAC would be received by the first week of May.

Next, EMA Director Rita Smith gave an annual update on her department. Mrs. Smith first thanked the Commission for their continued support. Then, Mrs. Smith said she would give a brief overview since there are several items on tonight's agenda. Mrs. Smith said her department responded to 159 emergency calls, with 30 in Opelika, 14 in Auburn, 27 in Smiths Station, 75 out in the county and 13 out-of-county mutual aid calls. Mrs. Smith said they provided support at several events, such as tents, fans, heaters, and other items for events like Snopelika in Opelika and helping the Sheriff's Office in October with their Trunk or Treat event. Lastly, Mrs. Smith said over the last year they had to activate the EOC 10 times for weather related issues; once for an event; and twice for pre-planned events. Judge English questioned the significant increase in the number of calls compared to 73 emergency calls in 2022. Mrs. Smith said she would be happy to review the numbers with him at his convenience. Commissioner Cannon thanked Mrs. Smith and her staff.

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Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on April 8, 2024. The announcement of two vacancies on the Lee County Communications District (E911) Board and a vacancy on the East Alabama Health Care Authority Board was made. Also, first reading to reappoint Bill Parker to the Lee County Alternative Sentencing Board was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried unanimously.

Attorney Christy Crow of Jinks Crow PC appeared before the Commission requesting they authorize Judge English to sign the following Opioid Settlement Resolution and to give him authority to sign on any future settlements. Ms. Crow said the Alabama Attorney General had reached a resolution of the State's claims against Cencora and Cardinal Health. The total settlement is \$220 million and local governments and hospitals receive half of that or \$110 million. The exact distribution has not been determined but Ms. Crow said she will send it to Judge English once received. Commissioner Morris made a motion to approve the following Resolution and to authorize Judge English to sign it and further give him authorization to sign any future Resolutions on opioid settlements. The motion was seconded by Commissioner Langley and carried unanimously.

A RESOLUTION AUTHORIZING LEE COUNTY TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN CURRENT AND FUTURE OPIOID SETTLEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and Lee County, Alabama.

WHEREAS, Lee County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers ("Opioid Litigation");

WHEREAS, the State of Alabama has entered into various Settlement Agreements and are likely to enter into additional agreements in the future which include the claims for the State of Alabama's local governments;

WHEREAS the Lee County Commission finds the terms of the current Settlement Agreements acceptable and in the best interest of the community and anticipates the terms of the future Settlement Agreements to be similarly acceptable;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and Lee County finds the terms of the Sign-On Agreement

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acceptable and in the best interest of the community;

WHEREAS, the current and future Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which Lee County finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LEE COUNTY, ALABAMA,

Section 1. That Lee County finds that participation in the various Opioid Settlements, Settlement Agreements and Sign-On Agreements is in the best interest of Lee County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Lee County hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreements and Sign-On Agreements.

Section 3. That Lee County's Commission Chairman ("Commission Chairman") is hereby expressly authorized to execute the Settlement Sign-On Agreements and is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

Section 4. That the Commission Chairman is hereby expressly authorized to execute any formal agreement and related documents evidencing Lee County's agreement to the settlement of claims and litigation related to the Opioid Epidemic.

Section 5. That the Commission Chairman is authorized to take such other action as necessary and appropriate to effectuate Lee County's participation in any Settlement related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of Lee County, Alabama requiring it.

Judge English presented second reading of the re-appointment of Aric Andrade to the Smiths Station Fire Protection District Board. Commissioner Long made a motion, seconded by Commissioner Langley, to approve the following Resolution to re-appoint Aric Andrade to the Smiths Station Fire Protection District Board for a four-year term. Mr. Andrade was previously appointed on January 8, 2024 to finish the unexpired term of Felton Atkinson. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby appoints Aric Andrade to the Smiths Station Fire Protection District Board of Directors to serve a four-year term until February 28, 2028.

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County Engineer Justin Hardee said there is no new information to share on the final plat approval for Hornet Hill Subdivision carried over from the last meeting. Mr. Hardee said the proposed subdivision located in District 5 will consist of 10 lots with no new infrastructure. Commissioner LaGrand made a motion, seconded by Commissioner Cannon, to approve the final plat for Hornet Hills Subdivision as presented. The motion carried unanimously.

Sheriff Jones presented an educational reimbursement request from Deputy Hayden Greenlee for two classes, they are: 1) Criminal Law and 2) English Composition II. Sheriff Jones said the two classes pertain to his current position. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request as presented. The motion carried unanimously.

Mr. Hardee presented a speed limit reduction on Lee Road 353, northeast of the Lee Road 357 junction for Commission consideration. Mr. Hardee said a citizen approached the Highway Department asking to reduce the speed limit. The Highway Department conducted a traffic study and recommended the speed limit be reduced from 45 m.p.h. to 25 m.p.h., which is a reasonable and safe maximum speed limit. Commissioner Langley made a motion, seconded by Commissioner Long, to approve the speed limit reduction from 45 m.p.h. to 25 m.p.h. on Lee Road 353. Commissioner Long said he was shocked when he read the speed limit was 45 m.p.h. on that road saying his daughter lives on it. The motion carried unanimously.

Next, Mr. Hardee presented the bid results for Project No. LCP 41-PP-279/339/344 opened on April 17, 2024. Mr. Hardee said the project is for resurfacing Lee Road 279 from Prince's Bridge to Lee Road 270, resurfacing Lee Road 339 from Lee Road 743 back to Lee Road 743 and resurfacing Lee Road 344 from Lee Road 379 to Lee Road 791, for a total length of approximately 6.4 miles. Mr. Hardee said two bids were received and recommends the bid from East Alabama Paving Company, Inc. be accepted as the lowest responsive bid. Mr. Hardee said it fell within the price bracket they posted. Commissioner Langley made a motion, seconded by Commissioner Cannon to award the bid to East Alabama Paving Co., Inc. for \$1,030,008.85 for Project No. LCP 41-PP-279/339/344. The motion carried unanimously.

Next, Mr. Hardee asked Assistant County Engineer Patrick Harvill to present the bid results for the next two items. Mr. Harvill said due to the use of chert material in the past there had been no reason to bid out clay gravel material which is used in the construction of roadways. Mr. Harvill said since they no longer have use of the chert pit, the Highway Department is using more of the gravel material and quickly approaching the bid threshold of \$30,000 so it is necessary to bid it out. Mr. Harvill said the Highway Department mailed bids to six vendors and only one was returned from Russell Materials, LLC. Mr. Harvill recommended the Commission

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award the bid to the lone bidder Russell Materials, LLC. Commissioner Cannon made a motion, seconded by Commissioner Morris to award Bid #2024-04 for clay gravel road base material to Russell Materials, LLC at \$6.50 per ton. The motion carried unanimously.

Next, Mr. Harvill presented the bid result of Bid #2024-05 for asphalt rejuvenator. Mr. Harvill gave a brief explanation of the process and presented a short video demonstrating the process. Mr. Harvill said the Highway Department has been researching different types of pavement preservation techniques to extend the life of the asphalt and help lower maintenance costs. Asphalt rejuvenator can help accomplish this goal. Mr. Harvill said asphalt rejuvenator placed on aged asphalt can help extend the life of a roadway by sealing the asphalt to help keep moisture out, and to soften the asphalt to slow down oxidation which causes the asphalt to become dry and brittle. The short video showed the asphalt rejuvenator being placed on a roadway, Mr. Harvill said the benefits of the process is that it can be done relatively quickly and dries within 30 minutes to an hour, which is beneficial for heavily traveled roadways. Commissioner Long questioned if this method replaces the crack seal method. Mr. Harvill said it will not, but it will be a two-step process. Commissioner Cannon asked about the increased life span. Mr. Harvill said ideally it would increase it by 4-6 years. Commissioner Cannon asked how much it cost per mile. Mr. Harvill figured around 300 gallons per mile. Commissioner Morris asked if the county would purchase only the product or if the company would supply the product and apply it too. Mr. Harvill said it is only for the product at this time since the county has a distributor truck to put it down. In the demonstration they showed the product in both clear and black, Judge English asked if the county will be buying the asphalt rejuvenator in both the clear and the black. Mr. Harvill said they will buy only the black since they determined they would have to restripe the roadway even with the clear product, since it turns black after processing. Judge English then asked if the product would be used on high traffic roads or moderate traffic roads. Mr. Harvill answered moderate traffic roads. Commissioner Morris stated he had roads in District 2 that can be used to try it on. Commissioner LaGrand said it was a good presentation. Additionally, Mr. Harvill said that NCAT has done testing on the material with positive results. Mr. Harvill said they mailed invitations to bid to six vendors and only one was returned from Aztec Asphalt Technology, LLC. Commissioner Long made a motion, seconded by Commissioner LaGrand to award Bid #2024-05 for black asphalt rejuvenator at \$33.00 per gallon to Aztec Asphalt Technology, LLC of York, Pennsylvania. The motion carried unanimously.

Mr. Hardee presented the following Federal Aid Agreement and Resolution for Commission consideration. Mr. Hardee said it is a Columbus/Phenix City MPO project for the resurfacing of Lee Road 235 from Lee Road 240 to Lee Road 246 for approximately 2.321 miles located in District 3. Mr. Hardee said the project is an 80/20 match totaling \$613,228.32, with the state's portion of \$490,582.66 and the county's portion of \$122,645.66. Commissioner Long made a motion, seconded by Commissioner Langley to authorize the Chairman to execute the

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Federal Aid Agreement and following Resolution as presented. The motion carried on a vote of 4:1, with Commissioner LaGrand voting “no”.

RESOLUTION

BE IT RESOLVED, by the Lee County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Widening and resurfacing on CR-235 from CR-240 to CR-246; Project#STPPC-4124(250); LCP 41-235-21; CPMS Ref#100073177.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

**CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT
BETWEEN THE STATE OF ALABAMA AND LEE COUNTY COMMISSION**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Lee County Commission, Alabama, (FEIN 63-6001601) hereinafter referred to as the COUNTY.

WHEREAS, the State and County desire to cooperate in the widening and resurfacing on CR-235 from CR-240 to CR-246; Project #STPPC-4124(250); LCP 41-235-21; CPMS Ref#100073177.

NOW, THEREFORE, it is mutually agreed between the State and the County as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The State will not be liable for Federal Aid Funds in any amount. The project will be limited to \$490,582.66 Federal funds unless the Columbus/Phenix City Area Metropolitan Planning Organization agrees, subject to the approval of the State, to reprogram the allocated Federal funds for the Columbus/Phenix City Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the County from County funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount listed below, or 80% of eligible project costs, whichever is less.

- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Columbus/Phenix City Area Dedicated)	\$490,582.66
County Funds	<u>\$122,645.66</u>

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TOTAL (Incl CE&I)

\$613,228.32

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the County prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any costs incurred by the County relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the County.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the State directed to the County.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for reallocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the State for reallocation. A time extension may be approved by the State upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the State.

PART THREE (3): PROJECT SERVICES

- A. The County will furnish all right-of-way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of the acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the County in accordance with applicable Federal and State laws, regulations, and procedures. Any exceptions to this requirement must be approved by the State in writing prior to incurring costs for which reimbursement is requested by the County. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the County as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, subpart B), all Federal environmental laws, and all other applicable state and federal laws.

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Any property or property interests acquired shall be in the name of the County with any condemnation or other legal proceedings being performed by the County.

The County shall follow all Federal regulations related to the Management, Leasing and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without proper written approval from the State or FHWA. The State or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the County from the sale or lease of property.

- B. The County will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated utility costs will not be an eligible cost as part of this Agreement.
- C. The County will make the Survey, perform the Design, complete the Plans and furnish all preliminary Engineering for the Project with county forces or with a consultant approved by the State. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any associated Survey, Design, Plan Preparation and Preliminary Engineering costs are an eligible cost to the project, the County will develop and submit to the State a project budget for approval. This budget will be in such form and detail as may be required by the State. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the County seeks reimbursement must be included in a budget approved by the State in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the State in writing, in order to successfully carry out the project. However, under no circumstances will the County be reimbursed for expenditures over and beyond the amount approved by the State.

The County will undertake the project in accordance with this Agreement, plans approved by the State and the requirements, and provisions, including the documents relating thereto, developed by the County, and approved by the State. The plans including the documents related thereto are of record in the Alabama Department of Transportation and are hereby incorporated in and made part of this Agreement by reference. It is understood by the County that failure of the County to carry out the project in accordance with this Agreement and approved plans, including documents relating thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on this project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the State in accordance with the Guidelines for Procedures for Processing State and Industrial Access Funded

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County and City Projects, and attached hereto as a part of this Agreement prior to the County letting the contract.

- D. The County will furnish all construction engineering for the project with County forces or with a consultant approved by the State as part of the cost of the project. Construction Engineering & Inspections costs are not to exceed 7%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The County may request the use of an approved third-party materials inspection and testing provider, as approved by the State.

PART FOUR (4): CONTRACT PROVISIONS

- A. The County shall not proceed with any work covered under the provisions of this Agreement until the State issues written authorization to the County to proceed.

- B. Associated construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the State, the State will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The County shall pay this amount to the State no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the County, the County shall comply with all Federal and State laws, rules, regulations, and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The County will, when authorized by the State, solicit bids, and make awards for construction and/or services pursuant to this Agreement. The County shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the State. Following receipt of bids, the County will provide all bids to the State with a recommendation for award. The County shall not award the contract until it has received written approval from the State.

For projects with approval by the State to use County forces, the Construction for the project will be performed by the County at actual costs for labor, materials, and equipment, as approved by the State.

The purchase of project equipment and/or services financed in whole or in part pursuant to the Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this Project. The County will be the permittee of record with ADEM for

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the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The County will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The County shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the County shall indemnify and hold harmless The State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
For all claims not subject to Ala. Code § 11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expenses whatsoever or any amount paid in comprise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditures of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its officers, officials, agents, servants, and employees.
- F. The County will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the County, its agents, servants, employees, or facilities.
- G. Upon completion and acceptance of this project by the State, the County will assume full ownership and responsibility for the portion of the project work on County right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The County will, when appropriate, submit reimbursement invoices to the State for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the State and will be submitted through the Region Engineer for payment. The County may invoice the not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate

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that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within 12 months after the completion of and acceptance by the State of the work. Any invoice submitted after this twelve-month period will not be eligible for payment.

B. The County will not assign any portion of work of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the State.

C. The County will establish and maintain a cost accounting system that must be adequate and acceptable to the State as determined by the auditor of the State.

All charges to the project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the State. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The County will report to the State the progress of the project in such manner as the State may require. The County will also provide the State any information requested by the State regarding the project. The County will submit to the State financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the State.

The County will permit the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in the project or to the accomplishment of the project. The County will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the County will give its full cooperation to those persons or their authorized representatives, as applicable.

The County will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The County will retain all books, records, and other documentation relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State, or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with

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Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the County is not an agent of the State, its officers, employees, agents, or assigns. The County is an independent entity from the State, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this Agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the County, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

EXHIBIT A

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN
FEDERAL AID PROGRAM**

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The recipient of funds under the terms of this Agreement agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and

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perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts. Failure of the recipient of funds under the terms of this Agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this Agreement shall constitute a breach of contract and may result in termination of the contract by the State, or such other remedy may be undertaken by the State as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The State has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The State has the right to terminate this Agreement at its sole discretion without cause and make settlement with the County upon an equitable basis. The value of the work performed by the County prior to the termination of this Agreement shall be determined. In determining the value of the work performed, the State shall consider the following:

1. The ratio of the amount of work performed by the County prior to the termination of the Agreement to the total amount of work contemplated by this Agreement less any payments previously made.

2. The amount of the expenses to which the County is put in performing the work to be terminated in proportion to the amount of expense to which the County would have been put had he been allowed to complete the total work contemplated by the Agreement, less any payments previously made. In determining the value of the work performed by the County prior to the termination, no consideration will be given to profit, which the County might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the County, the value of the work performed by the County prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this Agreement.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the Agreement be terminated due to default by County, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the County for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

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The County will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects):
 - Federal-aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures

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nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the County agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. The County will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The County will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the County of the County's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, or national origin.

d. Information and Reports

The County will provide all information and reports required by Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, or other sources of information and its facilities as may be determined by the State of the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the County's noncompliance with the nondiscrimination provisions provided for herein, the State shall impose such contract sanctions as it may determine to

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be appropriate, including but not limited to,

1. withholding of payments to the County under contract until the County complies, and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The County will include the foregoing provisions a. through f. in every subcontract including procurement of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The County will take such action with respect to any subcontract, procurement, or lease as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a County becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the County may request the State to enter into such litigation to protect the interest of the State.

g. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000 e, and Federal Transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.

2. **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the County agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition,

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the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The State's cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this Agreement, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The County shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The County shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The County specifically agrees that this Agreement shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the State beyond the moneys available for this purpose.
- b. The County, in accordance with the status of County as an independent contractor, covenants and agrees that the conduct of County will be consistent with such status, that County will neither hold County out as, or claim to be, an officer or employee of the State by reason hereof, and that County will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of County.

COUNTY'S CERTIFICATIONS

The County by acceptance of this contract certifies that the rates o composition of cost noted in Article IV – PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the County. The County agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the County at the time of execution of the Agreement. The County agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The County agrees that the per diem rate will be limited to the rate allowed by the State at the time of execution of the Agreement. The County agrees that a meal allowance shall be limited to County employees while in travel status only and only when used in lieu of a per diem rate.

The County shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The County agrees that material differences between rates submitted with a proposal and rates provided as certified for the same

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proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative Agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of

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Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in this Agreement shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this Agreement, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this Agreement is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The State and County acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the State, County, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The County agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed, and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to the Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit an F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and

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right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weigh tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

Mr. Hardee presented final plat approval for Cornerstone Subdivision located adjacent to Lee Road 166 and Lee Road 401 in District 4. Mr. Hardee said the final plat has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said it consists of 5 lots with no new infrastructure, only new driveways for each lot. Mr. Hardee said adjacent property owners were notified of the development by letters sent out April 18, 2024 so that they may attend and voice their support, opposition, or to obtain more information. Judge English questioned if there was anyone in attendance on Cornerstone Subdivision. There were none. Commissioner Langley made a motion, seconded by Commissioner Long, for final plat approval for Cornerstone Subdivision as presented. The motion carried unanimously.

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Next, Mr. Hardee presented a final plat approval for White Oak Subdivision located adjacent to Lee Road 187 in District 4. Mr. Hardee said the subdivision has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Adjacent property owners were notified of the development by letters sent out April 18, 2024 so that they may attend and voice their support, opposition, or to obtain more information. Judge English questioned if there was anyone in attendance on White Oak Subdivision. There were none. Commissioner Langley made a motion, seconded by Commissioner Cannon, for final plat approval for White Oak Subdivision as presented. The motion carried unanimously.

Last, Mr. Hardee presented a final plat approval for Lee Road 334/279 Subdivision. Mr. Hardee said the proposed subdivision is located adjacent to Lee Road 334 and Lee Road 279 in District 4. Mr. Hardee said the subdivision has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Adjacent property owners were notified of the development by letters sent out April 18, 2024 so that they may attend and voice their support, opposition, or to obtain more information. Judge English questioned if there was anyone in attendance on this development. There were several in attendance. First, Ms. Frances Staples said she was in attendance for herself and the Floyd Property adjacent to the development on Lee Road 334. Her first concern was about individuals parking on her property and crossing it surveying the land next door but giving no consideration to her to tell her what they were doing, saying she was concerned. Ms. Staples questioned how the development will affect her property and the neighborhood since it affects her on the left and right of them. Mr. Hardee said the county has not authorized anyone to go onto private property. Also, Ms. Staples said she wanted to be sure there will be no crossing boundary lines onto her property. Judge English said no action by the Highway Department or County Commission has given access to her property. Ms. Staples then wanted clarification if she is clear that no roads will be built for the subdivision. Mr. Hardee said there are 14 lots with no new infrastructure, but each will have a driveway. Commissioner LaGrand questioned if Ms. Staples had her concerns answered. Ms. Staples concurred. Next, Mr. Truitt Price stated he is directly across from Lots 10, 11, 12 & 13 off Lee Road 279 and questioned if the development will be single family dwellings and questioned the minimum square footage of them. Mr. Hardee said unfortunately, there is no planning and zoning in this area of the county, and the development only has to comply with the county's subdivision regulations. Mr. Price questioned if they could put apartments on the lots. Mr. Hardee questioned to see if the surveyor of the development was in attendance. Mr. Jay Conner of Barrett-Simpson spoke saying he believes the developer is intending to build single-family homes, but he is the surveyor, not the builder. Last, Pat Moore questioned if the developer would be paving the road up to the lots. Mr. Hardee said the road will stay dirt. After more discussion, Commissioner Langley made a motion to table the item until the next meeting. The motion was seconded by Commissioner Cannon and carried unanimously.

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Judge English tabled the last item concerning rescheduling the free disposal day until the next meeting due to Mr. McDonald's absence.

Commissioner Cannon made a motion to add an item to the agenda to schedule a work session after the next meeting. The motion was seconded by Commissioner Morris and carried unanimously. Then, Commissioner Cannon made a motion to schedule a work session on Solid Waste and funding of dirt road paving after the next meeting on May 13, 2024. The motion was seconded by Commissioner Morris and carried unanimously.

At approximately 5:56 p.m. Commissioner LaGrand made a motion to adjourn. The motion was seconded by Commissioner Cannon and carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, MAY 13, 2024

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, May 13, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: District Attorney Jessica Ventiere and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn News reporter Alex Husting.

Commissioner LaGrand said the Relay for Live Event held Friday on the Courthouse Square was a great event including lots of good food. Commissioner LaGrand said the Lee County team won the award for the Best New Team led by Probate Office employee Ed Brown and Commission Office employee Belinda Smith. Commissioner LaGrand said the event raised over \$100,000 and the Lee County team raised approximately \$2,300 and placed 10th in the top 10 of all contributors. Commissioner Lagrand thanked Mr. Brown for all his work on the event. Mr. Brown said he wanted to recognize Belinda Smith who was unable to attend tonight and to all who participated but especially the following who contributed, they are Lisa Ruffin, Johnny Smith, Amanda Sides, her daughters Vadie and Maggie, Savanna Cooper, Naudia Henry, Carolyn Golden, Cindy Thrash and Cynthia Michaud. Mr. Brown also recognized EMA Director Rita Smith and Deputy Director Austin Jones and their staff helping with the heavy lifting and setting up tents and chairs for the event. Mr. Brown also thanked the Commission for their support in the community, saying the event was very heartwarming to him.

Environmental Services Director John McDonald gave a Solid Waste update. Mr. McDonald said the second "Free Disposal" Day was held April 6 and generated approximately 59 ½ tons of garbage with 7 tons utilized for recycling. Mr. McDonald said 25 county employees participated along with several deputies from the Sheriff's Office for traffic control. Mr. McDonald said the turnout was better than at the first such event. Mr. McDonald said other events his department participated in included manning a booth at Beulah Family Day, where they gave out coloring books and leaflets about Solid Waste. Mr. McDonald said the entire month of April was dedicated to trash clean-up throughout Alabama sponsored by Alabama PALS saying several groups organized clean-ups including Judy Lockhart of Loachapoka and Roger Keel and John Findley of the Friends of the Beulah Community, who collectively picked up over 4.5 tons of trash. Commissioner Morris questioned when the next drop off event will be held. Judge English said the item is on the agenda to move it from July 6 to July 13, 2024. Commissioner Cannon and Commissioner Langley thanked Mr. McDonald for the update.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on April 29, 2024. An updated copy of claims for Commission approval was presented to replace the list mailed in the Commissioners' packets. Commissioner Cannon made

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a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented along with the updated list of claims for approval. The motion carried unanimously.

The second reading of Bill Parker to the Lee County Alternative Sentencing Board was made. Commissioner Lagrand made a motion, seconded by Commissioner Cannon to approve the following Resolution reappointing Bill Parker to the Lee County Alternative Sentencing Board. The motion carried unanimously.

BE IT RESOLVED the Lee County Commission hereby reappoints Bill Parker to the Lee County Alternative Sentencing Board to serve a four-year term from March 27, 2024 to March 27, 2028.

County Engineer Justin Hardee said there is no new information to share on the final plat approval for the Lee Road 334/279 Subdivision carried over from the last meeting. Mr. Hardee said the proposed subdivision located in District 4 will consist of 14 lots with no new infrastructure. Mr. Hardee said at the last meeting several citizens expressed concerns on the development stating Commissioner Langley reached out to them about their concerns. Mr. Hardee questioned if anyone was in attendance on this matter. After hearing none, Commissioner Langley made a motion, seconded by Commissioner Long, to approve the final plat for Lee Road 334/279 Subdivision as presented. The motion carried unanimously.

Next, Mr. McDonald asked the Commission to move the next “Free Disposal” Day. Commissioner Morris made a motion, seconded by Commissioner Cannon, to move the “Free Disposal” Day from July 6 to July 13, 2024. The motion carried unanimously.

Under new business, Judge English asked the Commission to consider authorizing him to fill a full-time position with two part-time employees. Judge English said Commissioner Cannon has concerns so he asked the Commission to allow the request and he will not fill the position until he and Commissioner Cannon talk further. Commissioner Long made a motion authorizing Judge English to fill a full-time position with two part-time employees. There was not a second and the motion died for the lack of a second.

Next, Judge English asked the Commission how they wanted to proceed with the evaluations of the County Administrative Officer, the County Engineer, and the EMA Director. Commissioner Cannon said he wants to use the same format as used in the past. Commissioners Morris and Long agreed with using the same format. Commissioner LaGrand said he would like to table the item until each Commissioner has an opportunity to talk with each appointing

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authority individually. Judge English said he would email those forms to each Commissioner saying there is no action to table, he was only asking how the Commission would like to proceed on the evaluation process this year.

Due to the absence of Sheriff Jones, Major Jeff Pitts presented an educational reimbursement request from Deputy Jeff Snyder for the following three classes: 1) Interview and Interrogation; 2) Community Based Policing and 3) Juvenile Justice. Major Pitts said the three classes pertain to Deputy Snyder's current position. Commissioner Langley made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request as presented. The motion carried unanimously.

Next, Coroner Sexton presented a Memorandum of Understanding between the Coroner's Office and the Alabama Department of Corrections (ADOC) for performing toxicology testing for inmates who die while in ADOC custody. Mr. Sexton explained that the ADOC has contracted with a local funeral home for holding decedents' bodies. Mr. Sexton said the ADOC wants to partner with the Lee County Coroner for further out-processing due to the Alabama Department of Forensic Sciences only accepting homicide cases. The ADOC needs blood drawn from decedents which is authorized under Code of Alabama §22-19-80 which states a certified Coroner must draw the blood, which Mr. Sexton said they already do anyway. Commissioner Long questioned how likely it would be to exceed \$14,000 as capped in the Agreement. Mr. Sexton said they are estimating around 250 bodies. Judge English asked County Attorney Stan Martin if the Coroner has authority to sign on behalf of the county. Mr. Martin said he believes the Chairman would need to be authorized to sign on behalf of the Commission. Commissioner Morris made a motion, seconded by Commissioner Cannon to authorize County Attorney Stan Martin to work with ADOC in the wording of the Agreement and authorize the Chairman to sign the Agreement once complete. The motion carried unanimously.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALABAMA DEPARTMENT OF CORRECTIONS
AND THE LEE COUNTY CORONER**

The Alabama Department of Corrections, hereinafter ADOC, Lee County Coroner Daniel Sexton, hereinafter Coroner, and the Lee County Commission, hereinafter Commission, hereby enter into this Agreement.

WHEREAS, ADOC was created by section 14-1-1.1 Code of Alabama (1975) and is authorized to enter into this Agreement by and through the Commissioner of Corrections, John Q. Hamm, and

WHEREAS, Daniel Sexton is the duly elected Coroner for Lee County, Alabama, and

WHEREAS, the Commission is the governing body for Lee County, Alabama, which is a political subdivision of the State of Alabama, and

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WHEREAS, ADOC needs assistance in acquiring toxicology testing for inmates who die while in ADOC custody, and

WHEREAS, ADOC has an Agreement with Frederick-Dean Funeral Home & Crematory located in Opelika, Lee County, Alabama for the handling of all deceased bodies of inmates who die in the State of Alabama while in the custody of ADOC, and

WHEREAS, the toxicology testing shall be done by a duly elected or appointed Coroner in the State of Alabama, and

WHEREAS, it is most efficient and economical for the Lee County Coroner to perform this service, and

WHEREAS, Coroner is willing to provide this service for \$55.00 (Fifty-Five and 00/100 Dollars) for each specimen collected and submitted to either the Alabama Department of Forensic Sciences, hereinafter ADFS, or any other entity, as directed by ADOC, and

WHEREAS, the payments for such services shall be made to the Commission.

NOW, THEREFORE, in consideration of the above and the terms set forth below, ADOC, Coroner, and Commission agree as follows:

1. Coroner will acquire a specimen appropriate for submitting for toxicology testing from each deceased ADOC inmate requested.
2. Coroner will submit the specimen for toxicology testing to ADFS using the toxicology testing kit provided by ADFS to Coroner or a kit provided by ADOC.
3. ADOC shall compensate the Commission \$55.00 (Fifty-Five and 00/100 Dollars) for each specimen collected and submitted to either ADFS or another entity, as directed by ADOC.
4. The terms of This Agreement shall become effective when signed by all parties and shall expire on December 31, 2024.
5. Coroner will submit an invoice to ADOC at the end of each month. The invoice shall list the inmates' names and originating ADOC facility, if known. The total amount that ADOC agrees to pay the Commission for services provided hereunder shall not exceed \$14,000.00 (Fourteen Thousand and 00/100 Dollars). The payment shall be made to the Commission at 215 South 9th Street, Opelika, Alabama 36801 within 15 (Fifteen) days of the receipt of the invoice.
6. Commission is required to be registered as a vendor in the State's STAARS accounting system in order to receive compensation from the State of Alabama. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Amy Fisher amy.fisher@doc.alabama.gov

Alabama Department of Corrections

Attn: Legal

301 S. Ripley Street

Montgomery, Alabama 36104

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7. Any party may terminate this Agreement by giving thirty (30) days written notice to the other parties. In the event of proration of the fund from which payment under this Agreement is to be made, this Agreement will be subject to termination by ADOC.
8. The parties agree and acknowledge that this Agreement is the entire agreement between the parties. All changes or amendments to this Agreement must be in writing and signed by all parties to be valid.
9. The parties agree that the terms and commitments contained herein shall not be considered as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement contravenes any statute or Constitutional provision or amendment, either now in effect or that is enacted during the course of this Agreement, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
10. In the event of any dispute between the parties, senior officials of all parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama.
11. For any and all other disputes arising under the terms of this Agreement that negotiation fails to resolve, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
12. It is understood that the Coroner and his agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
13. The parties hereto are separate and distinct entities. The relationship established herein is purely contractual. Employees of the parties are not considered to be officers, servants, agents, volunteers, or employees of the other party, and each party takes responsibility only for the acts and omissions of its agents and employees.
14. The parties hereto understand and agree that this Agreement shall not be assigned to any other person, group, organization, department, agency, or entity without express approval in writing from the other parties. Any such approval shall not be considered a waiver by any party.

County Administrative Officer Holly Leverette presented the results of the Justice Center Project bid. Mrs. Leverette said two bids were returned from the following: 1) Holley-Henley Builders, Inc of Montgomery, Alabama for \$9,271,942.00; and 2) Whatley Construction, LLC of Opelika, Alabama for \$9,601,000. Mrs. Leverette said the renovations to the Justice Center include District Courtrooms on the first floor and Circuit Courtrooms on the second floor and related areas, along with all trades included in the general contract. The project will include the air handler units, ductwork, VAV terminal units, mechanical piping, HVAC controls and LED

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lighting. Mrs. Leverette said a few value engineering options from Holley-Henley Brothers could lower the cost of the project by \$391,584.60. Option #1 for \$27,704.00 is an item recommended by the Building Maintenance Department to remain in the project due to the age of the current panels and the current ongoing electrical issues throughout the building. Mrs. Leverette said if Option #1 is included then there will be savings of \$363,880 on the project. Commissioner Cannon made a motion, seconded by Commissioner Morris, to award the bid for the Justice Center Project to the lowest responsive bidder, Holley-Henley Builders, Inc., for \$8,908,061.40 which includes a reduction for removing value engineering items #2, 3, 4 and 5 from the original. The motion carried unanimously.

Last, Mrs. Leverette asked the Commission to approve a budget adjustment for Capital Fund 210 for the Justice Center Project just awarded. Mrs. Leverette said the upcoming completion of the Highway Complex and the start of the Justice Center Courtroom Renovation project both occurring before the end of the FY2024 budget year necessitates the need to amend the FY2024 budget recognizing \$1.7 million as revenue from undesignated general fund balance and amend the FY2024 budget to include those funds in the Capital Projects 210 Fund. Commissioner Long made a motion, seconded by Commissioner Cannon, to amend the FY2024 budget to recognize \$1.7 million as revenue from undesignated general fund balance in the Capital Projects 210 Fund. The motion carried unanimously.

At approximately 5:50 p.m. Commissioner Cannon made a motion to adjourn into a work session on Solid Waste and funding of dirt road paving. The motion was seconded by Commissioner Langley and carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, MAY 28, 2024

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Tuesday, May 28, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Tony Langley and Richard LaGrand. Absent: Commissioner Gary Long. Elected Officials in attendance: Sheriff Jay Jones and Revenue Commissioner Oline Price. No news media were in attendance.

Pamela Hughes was not in attendance to discuss the Mid-South RC&D Council's grant program.

Next, Chief Administrative Officer Holly Leverette gave a brief update on the Loachapoka Broadband Project. Mrs. Leverette said a draft agreement for the Loachapoka project was presented to a representative of Point Broadband on April 4, 2024. Mrs. Leverette said she has sent follow-up emails and has gotten no response. She said she received a verbal report that Point cannot complete the awarded project. Mrs. Leverette said she reached out to another source, not within Point Broadband, who said that representative is no longer employed with Point Broadband. Mrs. Leverette said the county needs to move forward with the project in the Loachapoka area and the Commission needs to decide how they wish to proceed. Mrs. Leverette said she talked with an IAC Consultant who has advised that the Commission should rescind their action, rescope the project and send out new applications. Judge English questioned when the project was awarded. Mrs. Leverette said it was awarded in February. Judge English said to send them a letter asking for a response by June 10. Commissioner Cannon said the project needs to move forward as soon as possible. Mrs. Leverette reminded the Commission there are only seven months left to possibly get an agreement for that area. Mrs. Leverette said Point Broadband was the only company that submitted an application the first round. Judge English said they all are aware that Point Broadband is not going to do the project. Judge English said he has heard some counties actually build-out the system for cable businesses to then take them over. Mrs. Leverette said Charter is the only other ISP with a footprint in the area.

EMA Director Rita Smith provided the Commission with an overview of the numerous grants received by her agency. Mrs. Smith said she is only presenting a snapshot but is happy to meet individually with each Commissioner to give a deeper understanding of them. First, Mrs. Smith said the major grant they receive is the Hazard Mitigation Grant which must be approved by FEMA every five years for Lee County to receive Federal funding. Next, another important one is the Emergency Management Performance Grant from Federal funds via Alabama EMA for \$61,000. Mrs. Smith explained that monthly reports must be submitted which must adhere to guidelines set by the State. Another \$11,000 is received from Alabama EMA as a supplement for counties who have Certified Emergency Management Directors as she does. Mrs. Smith noted this supplement will be increased from \$11,000 to \$17,000 this year.

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Mrs. Smith said they currently receive two grants from the Alabama Department of Public Health, they are: 1) RDS Grant – Regional Distribution Site grant, managed by EMA for Lee and 8 surrounding counties for mass distribution in the event of an emergency or pandemic; 2) SMORT Grant – used for the SMORT Team 2, which maintains the SMORT Unit and equipment. They receive a “pass thru” SRO grant for school resource officers which is provided by the Alabama Board of Education and goes to the Lee County Sheriff’s Office. Further, Mrs. Smith said they apply for and have received numerous grants through the Alabama Law Enforcement Agency (ALEA) for EMA needs, fire departments, police departments and the Sheriff’s Office. Mrs. Smith said they were awarded \$40,000 from Mid-South RC&D for a drone. They have applied for a Foundation Grant with Alabama Power Company which is pending for weather radios to assist underprivileged areas in the county. Mrs. Smith said they have applied for a Congressional Grant through Senator Tuberville’s office for a FEMA Certified Community Shelter for the Beauregard Community. Also, they have applied for a Firehouse Subs Grant for extraction tools to assist the volunteer fire departments. Judge English asked Mrs. Smith to email the summary to the entire Commission for their review.

Judge English added an item to update the Commission on the Memorandum of Understanding with the Lee County Health Department for building improvements. Judge English said they would like to add the replacement of the roof for an additional \$100,000 building improvement. Judge English said they are funding the project and there is no cost to the county, which improves the county’s building. The Commission had no objection.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on May 13, 2024. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented for approval. The motion carried unanimously.

Revenue Commissioner Oline Price presented the annual report on errors, litigations, and insolvencies. The amount represents what has been assessed and collected and remitted less the insolvencies and exemptions/credits every year. The credits were errors in assessments, insolvencies, bankruptcies, litigations, etc. The insolvencies are personal property that still have not been collected or that have liens on them and some of them may be from prior years. Commissioner Cannon made a motion to adopt the following Resolution, seconded by Commissioner Morris, and carried unanimously.

BE IT RESOLVED by the Lee County Commission that the reports filed by Oline W. Price, Lee County Revenue Commissioner, of Insolvencies, Errors and Taxes in Litigation for the Tax Year 2023 and Uncollected Insolvencies and Taxes in Litigation for previous years are hereby approved, and that the Chairman is hereby authorized to sign same; and that said Revenue

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Commissioner be and she is hereby allowed credit for taxes listed in these reports.

County Engineer Justin Hardee presented bid results for the FY2024 Local Striping Bid LCP 41-SRPM-24. Mr. Hardee said the bids were opened on May 15, 2024 for traffic stripe and pavement markers on various public roads in Lee County for approximately 82 miles. Mr. Hardee said two bids were returned, they are: 1) JLD Enterprises, LLC of Auburn, Alabama - \$189,220.00 and 2) Ozark Striping Co., LLC of Ozark, Alabama - \$194,570.00. Mr. Hardee recommended the Commission award the bid to JLD Enterprises, LLC since it was within the estimated budget for the project. Upon this recommendation, Commissioner LaGrand made a motion, seconded by Commissioner Cannon to award the bid to JLD Enterprises for \$189,220 for the FY2024 Local Striping Bid LCP 41-SRPM-24 as presented. The motion carried unanimously.

Mrs. Leverette presented updated Commission billing guidelines for residential fees and an updated application for county garbage service for Commission consideration. First, Mrs. Leverette pointed out that the two following agenda items are included in these billing guidelines. Mrs. Leverette said since September 2024 when the day-to-day oversight of the Solid Waste Billing Office was transferred to the Commission office, there have been many new processes implemented and procedures updated to improve the functionality and efficiency of the entire Solid Waste billing program. Mrs. Leverette said many of these were developed out of concern from the citizens, unexpected issues that arose due to tenant/landlord relationships and the experience the billing office staff gained over the past eight months. Mrs. Leverette said the staff created a comprehensive Billing Guidelines document to encompass all the policies and processes that are related to billing of residential garbage fees. The document covers the following: the general law including Lee County's mandatory participation; information of exemptions and certificates for exception including the process for applying for both, what services are included in the fee as well as the commission approved guidelines relating to those services; the process for billing for the fees, payment options, delinquent accounts; and, what to do in order to discontinue service. Mrs. Leverette said the document will be the reference Commission Billing Office employees will reference in making daily decisions in relation to garbage billing.

Mrs. Leverette said one major change from the original guidelines is the handling of delinquent accounts. Mrs. Leverette said previous guidelines deemed an account unserviceable if not paid within 60 days of the statement date. The proposed guidelines state that at 30 days delinquent, accounts will receive a letter showing the balance owed and will include a 60-day notice of cart pickup and service interruption. This would deem an account unserviceable if not paid within 90 days of the statement date. Additionally, the following statement was added in the "*Curbside Collection – Carts*" section – "after each scheduled garbage collection, containers should be removed from the curbside or county right-of-way by the owner or occupant of the premises". Additionally, an updated Application for County Garbage Service is included in the packet for review and approval. Mrs. Leverette said the updated application now includes a rental verification form which will be required for property owners to sign acknowledging they are

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aware their tenant is applying for county garbage service. After discussion, Commissioner Morris made a motion, seconded by Commissioner Cannon, to approve the updated Billing Guidelines for Residential fees and an updated application for county garbage service. The motion passed on a vote of 3-1 with Commissioner LaGrand voting “No”.

Next, Mrs. Leverette discussed the updated exceptions for solid waste disposal. Mrs. Leverette said pursuant to Code of Alabama §22-27-3(g) a person, household, business, industry, or any property owner may store, haul, and dispose of his or her own solid waste on his or her land or otherwise, provided such storage, haulage, or disposal is accomplished pursuant to a certificate of exception. Property owners and residents can choose from two options to apply for the Certificate of Exemption, these are:

Option #1: Transportation and Storage Exception

- Store personal solid waste containing garbage in a flyproof container in a manner approved by the health department as to not create a public health hazard.
- Transport personal solid waste at least weekly, and only during set hours when the transfer stations, sanitary landfill or other approved sites are open.
- Furnish to the local county health department Lee County Health Department receipts secured from the disposal facility operator as evidence of proper disposal when requested. A current, executed service contract with a commercial disposal company will also be accepted.

Option #2: Shared Service

- Combine solid waste containing garbage with an adjacent property owner’s solid waste using an approved container after the following conditions have been met:
 - a. Provide the Lee County Health Department with a signed document containing the name, address, and solid waste collector account number of the adjacent property owner from which the service will be shared.
 - b. Documentation that the collector is aware that the service will be shared, is willing to accept a single price for both properties and will continue collection of combined services.
 - c. All persons under these agreements are in the same governing body’s collection jurisdiction.

Mrs. Leverette said upon Commission approval, the Solid Waste Certificate of Exception is proposed to be accepted at the beginning of the next billing year October 2024-September 2025. Commissioner Morris asked if there is an option if you do not want the service. Mrs. Leverette said no, saying the best option would be to use the shared service option with a neighbor whereby the person would pay a \$10 application fee to the Lee County Health Department for shared service if agreed upon by an adjacent property owner. Commissioner Morris made a motion, seconded by Commissioner Cannon, to approve the Solid Waste Certificate of Exception to begin in the October 2024 billing year. The motion carried unanimously.

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Last, Environmental Services Director John McDonald presented for Commission consideration amended Bulk Waste Collection Rules and Regulations. Mr. McDonald said several items needed to be amended for clarification. Mr. McDonald said some are for wording clarification and adding items that are not accepted for pickup. Commissioner Cannon made a motion, seconded by Commissioner Morris, to amend the Bulk Waste Collection Rules and Regulations as presented. The motion carried unanimously. The following are the amended Bulk Waste Collection Rules and Regulations.

Environmental Services Bulk Waste Collection Rules and Regulations

- The owner or occupant of each residential unit shall receive two (2) scheduled pick-ups per month to be limited to a combined volume of bulk waste of five (5) cubic yards (example—6 feetx6 feetx4 feet) per scheduled pickup. Pickups can be scheduled by calling Environmental Services Solid Waste Department at (334) 737-7013.
- No collection of bulk waste shall be made from any residential unit that does not subscribe to the County's collection system.
- All bulk waste should be placed in one pile within 8 feet of the curb (or edge of roadway) and no less than 5 feet away from any structure or objects that could prevent pickup or become damaged during pickup. Items should be placed and ready for pickup no later than 6:00 a.m. on the day of scheduled pick up.
- All unobstructed nails or screws that could injure collection personnel should be removed before items are placed out for collection.
- Building and service contractors must collect, transport, and dispose of all refuse generated from work. Commercial construction, demolition, land clearing, tree service/removal, or commercial landscaping debris is not eligible for pick up under the County's collection system.
- Household garbage, animal waste, roofing shingles, railroad ties, dirt, rocks, gravel, sawdust, tires, large tree stumps, propane cylinders, boats, asbestos, acid, explosive material, flammable liquids, ashes, motor oil, antifreeze, herbicides, or any other dangerous or highly corrosive materials are prohibited from being placed for collection.
- Limbs, brush, shrubbery, and other items not capable of being bagged shall be cut in lengths NOT exceeding five (5) feet and widths NO greater than six (6) inches in diameter. Limbs, brush, shrubbery, and other wood items shall be placed on curbside or road edge in front of the premises. All yard waste such as, leaves, grass clippings etc. should be placed in tied bags before being placed in front of each residential unit. This will help prevent wind scatter which could prevent collection of your material.
- Appliances containing refrigerant may be collected curbside provided that each refrigerant containing appliance has a sticker attached. Appliance stickers may be purchased at the Lee County Environmental Services Department located at 100 Orr Avenue, Opelika, AL 36803. The fee for a sticker to be attached to a refrigerator, freezer, air-conditioner, or other refrigerant containing item is \$10.00. Appliances

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may be delivered by the owner for no charge by scheduling an appointment for drop-off with the Lee County Recycling Department at 334-737-7013.00

At approximately 5:45 p.m. Commissioner Cannon made a motion, seconded by Commissioner Langley to adjourn. The motion carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, JUNE 10, 2024

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, June 10, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected Officials in attendance: Sheriff Jay Jones. News media in attendance: The Observer reporter Hannah Goldfinger and Opelika-Auburn News reporter Alex Husting.

Becky Saunders of Liberty Learning Foundation was not in attendance.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, a procurement card transactions listing, and a copy of the minutes of the meeting on May 28, 2024. First reading of Dr. John Abrams and Dr. Michael B. Williams and to the East Alabama Health Care Authority Board and first reading of Mary Henry and Opelika Police Chief Shane Healey to the Lee County Emergency Communications (E911) Board was made. Commissioner LaGrand questioned if the Commission Office is still receiving mail at post office box 666. Judge English confirmed saying he personally went to the post office to set open the new box 2412. Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to approve the consent agenda items as presented for approval. The motion carried on a vote of 3-1-1 with Commissioner LaGrand voting “No” and Commissioner Long abstaining.

Commissioner Cannon discussed earmarking funds for dirt road paving. Commissioner Cannon said he would like to resume paving in all 5 districts. Commissioner Cannon said he would like to look at the revenue generated from SSUT from this past September to next September. Judge English asked if other Commissioners were interested in paving dirt roads. Commissioners Langley and LaGrand answered in the affirmative also. Judge English questioned how they wanted to earmark the funds. Commissioner Cannon said he would like to allocate 10–15% of SSUT. Judge English questioned how much was budgeted for SSUT revenue. Chief Administrative Officer Leverette said \$4.5 million in the current budget. Mrs. Leverette said SSUT has grown since projected last year, and expects to budget \$5.5 million for FY2025, and that could change by budget time. Mrs. Leverette said the funds are deposited into the General Fund and a portion goes into Highway Department and Solid Waste to shore up those funds. Judge English questioned the amount of the funds received for the last six months. Mrs. Leverette said the numbers go up in the summer and she would like to look at the numbers over the next few months. Judge English reminded the Commission earmarking for paving of dirt roads with funds already earmarked for the Highway Dept. would take those funds away from the paved roads. Commissioner Morris said he agreed with earmarking the funds but did not want to take one cent from paved roads. Commissioner Cannon reminded those that ACCA recommends earmarking SSUT revenues to avoid attacks on that funding. He said he wanted to set money aside for paving dirt roads, and not necessarily start paving this year, but in one to two years. Judge English questioned how the SSUT funds are currently allocated. Mrs. Leverette said it goes to the General Fund, and then to the Highway Department, Solid Waste, the Sheriff’s

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Department and to personnel countywide. Judge English said he would like to see what we are doing with the funds currently. Commissioner Long said he agreed with Commissioner Morris, saying he does not want to hurt the current resurfacing program but would like to possibly earmark funds for road maintenance. Judge English asked County Engineer Justin Hardee on the growth of road maintenance. Mr. Hardee said currently the county has 625 miles paved, 175 dirt for a total of 800 miles. Judge English said that equates to 21.5% are dirt, 78.5% paved. Commissioner Cannon stated that some roads, like logging roads, will never be paved. Mrs. Leverette said the Commission needs to allocate all the SSUT funds. Commissioner Cannon said the Commission can set a work session to discuss allocation of SSUT. Judge English questioned what percentage of the General Fund is from SSUT funds. Judge English asked for the figures for the first six months of the current budget year, or all of last year, where SSUT funds are being spent. Mrs. Leverette said she could provide both. Mrs. Leverette said she does not have a way to know, just that it all went into General Fund. Commissioner Morris asked what percentages of the General Fund go to each of the departments, and maybe we can earmark by those percentages. Mrs. Leverette said they could give the breakdown of the General Fund by department, and personnel costs. Judge English asked what percentage of the General Fund revenue budget comes from SSUT income. Mrs. Leverette said she could provide that.

Commissioner Cannon said to add earmarking of SSUT funds to the next work session on June 24, 2024. Mrs. Leverette said discussion was later on the agenda to schedule a work session to discuss the solid waste contracts with ADSI and GFL. Mrs. Leverette questioned if the work session will be held after the meeting. Judge English asked whether the preference was to hold a work session before or immediately after the meeting. Commissioner Long said he could not make it at 4:00 p.m. and LaGrand concurred saying he would like to wait until after the meeting. Commissioner Morris asked if we could combine both issues in the work session in one motion, and Judge English replied affirmatively. Commissioners Cannon made a motion, seconded by Commissioner Langley to hold a work session following the regularly scheduled meeting on June 24 on allocation of SSUT and discussion of the solid waste contracts with ADSI and GFL. The motion carried unanimously. Judge English questioned the deadline on the solid waste contracts. Mr. Hardee said deadline to either renew or not is in September for a March renewal. Judge English said if the decision is to rebid, there needs to be time for whatever the Commission decides.

Under new business, Sheriff Jones presented the results of Bid#2024-07 for one or more interview room system(s). Sheriff Jones said out of 12 bids mailed only three were returned. Sheriff Jones said the bid documentation has been reviewed saying the language in the bid contained errors in listing the specifications required, as a result, he would recommend the bids be rejected and rebid. Commissioner Long made a motion, seconded by Commissioner Cannon, to reject Bid #2024-07 for one or more interview room systems. The motion carried unanimously.

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County Engineer Justin Hardee presented an Auburn-Opelika Metropolitan Planning Organization Project Resolution for Commission consideration. Mr. Hardee said the project is to widen, install turn lanes, level, resurface and traffic stripe Lee Road 10 from Lee Road 137 (Wire Road) to Cox Road for approximately 3.250 miles. Mr. Hardee said it is an 80/20 match with 80% of the funding coming from the Auburn-Opelika MPO grant and the 20% match shared by Lee County and Auburn. Commissioner Morris made a motion, seconded by Commissioner Lagrand to approve the Auburn-Opelika MPO Resolution as presented. The motion carried unanimously.

RESOLUTION

WHEREAS, the County Commission of Lee County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Lee County Road System and described as follows:

Widen, turn lane installation, level, resurface, and traffic stripe CR-10 from CR-137 (Wire Road) to Cox Road (approximately 3.250 miles)

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County intends to apply for Federal Aid funds for the construction of the above referenced project, and

WHEREAS the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Next, Mrs. Leverette asked the Commission to rescind the ARPA Broadband Subrecipient Grant Award to Point Broadband and direct reissuance of the Loachapoka Project application. Mrs. Leverette said a notice was sent to Point Broadband notifying them of the Commission's decision to rescind the award if the signed agreement was not returned by today. Mrs. Leverette said she received a letter today from Point Broadband stating they wish to pull their application, that they had made an internal decision not to proceed. The following Resolution allows for the reissuing and advertising an application for the Loachapoka project in a substantially similar format as previously approved by the Commission provided, however, that the priority area shall only identify those areas that remain unserved and underserved in the Loachapoka Region consistent with ARPA requirements. Commissioner Cannon made a motion to rescind the ARPA Broadband Subrecipient Grant award to Point Broadband and approve the reissuance of the Loachapoka Project application as presented. The motion was seconded by Commissioner Long for discussion. Commissioner LaGrand said this is totally unacceptable and questioned if they were listening to the citizens. Judge English said the Commission cannot make them do the work. Commissioner LaGrand said he only found out about it on Friday. Commissioner Long questioned what will be gained to wait, the Commission is under a time crunch. Commissioner LaGrand said he has negative feelings and he wanted to express them. Commissioner Cannon said that Point Broadband did not follow through and that Mrs. Leverette notified the Commission at the last meeting. After more discussion, Judge English called for a vote on the motion and the

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motion carried unanimously.

RESOLUTION RESCINDING AWARD OF LEE COUNTY AMERICAN RESCUE PLAN ACT (ARPA) FUNDED BROADBAND EXPANSION GRANT

WHEREAS, Lee County, Alabama has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, following completion of a broadband feasibility study performed to identify priority unserved and underserved areas where the County should expand broadband fiber optic infrastructure, the Lee County Commission voted unanimously to allocate up to \$4,392,071.00 of ARPA funds for the expansion of broadband fiber optic infrastructure in unserved and underserved portions of Lee County, and subsequently approved the advertisement and solicitation of applications for four broadband expansion grants to be funded with ARPA funds; and

WHEREAS, the Commission specifically identified the Loachapoka Region as a priority area for the County; and

WHEREAS, following receipt of a grant application for the Loachapoka Region, the Commission awarded a broadband expansion grant in the amount of \$345,129.08 to Point Broadband; and

WHEREAS, following the above-referenced award of grants, the Lee County Commission and Point Broadband discovered that portions of the proposed project area in the Loachapoka Region grant application already contained adequate broadband fiber optic infrastructure and that slight adjustments to the project plan were warranted to best serve the community and ensure the proposed construction and expansion of broadband infrastructure within the project area to be performed pursuant to the awarded grant would take place in currently unserved portions of the Loachapoka Region; and

WHEREAS, representatives from Lee County and Point Broadband met to refine the locations within the Loachapoka Region where Point Broadband should perform its services as outlined in the grant application, and following said meeting, Point Broadband submitted a revised project plan with the revised proposed locations for construction and expansion within the Loachapoka Region project area previously approved by the Lee County Commission; and

WHEREAS, upon review and agreement that the revised project plan submitted by Point Broadband complied with the requirements of the original grant proposal for the Loachapoka Region, the Lee County Commission agreed to the amended project plan for broadband expansion in the Loachapoka Region and reduced the award amount to Point Broadband to \$278,983.80 to reflect the decreased scope; and

WHEREAS, consistent with the Resolution dated February 12, 2024, the County negotiated a subrecipient agreement with Point Broadband to provide a broadband infrastructure project in the Loachapoka Region, the latest draft of which was provided to Point Broadband on or about April 4, 2024, and has yet to be executed; and

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WHEREAS, consistent with guidance from the Commission, County staff provided written notice to Point Broadband, requesting that the subrecipient agreement be signed and returned by no later than close of business on June 10, 2024; and

WHEREAS, Point Broadband has failed to execute and return the subrecipient agreement; and

WHEREAS, the Commission finds it in the best interest of County, and in particular, for the citizens of the Loachapoka Region, to rescind the award to Point Broadband and reissue an application for the Loachapoka Region with the intent to secure a subrecipient to perform the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1. The County hereby rescinds the approval of the broadband expansion grant to Point Broadband for the Loachapoka Region.
2. The County is hereby directed to reissue and advertise an application in a substantially similar format as previously approved by the Commission, provided, however, that the priority area shall only identify those areas that remain unserved and underserved in the Loachapoka Region consistent with ARPA requirements.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the June 10, 2024, meeting of the Lee County Commission.

Mrs. Leverette presented the following Building and Grounds Maintenance position changes. Mrs. Leverette said in the light of a succession plan she would propose separating the Buildings & Grounds Maintenance Director position into two Directors; a Building and Grounds Director position and a Maintenance Director position, both at pay grade 202. Mrs. Leverette said the Building & Grounds Director would oversee and supervise the operations of the county's buildings and grounds to include new construction and renovation projects as well as the grounds staff. The Maintenance Director would oversee and supervise the operations of the county's technical and mechanical maintenance and repair of various facility systems and supervise the maintenance mechanics. This transition would help aid in the efficiency and the effectiveness of the Buildings and Grounds Maintenance Department. Mrs. Leverette said after running the two positions through the matrix, she recommends promoting the current Maintenance Supervisor to the new Maintenance Director position, and that he be promoted to a starting salary this is 25% over the starting salary for the new Maintenance Director position. Mrs. Leverette said the current Maintenance Supervisor has EPA certification, is qualified to service the sirens, installs in-car camera systems, operates the bucket truck and further is an asset to the county due to his experience and expertise. Further, Mrs. Leverette said the majority of the duties are in the Detention Facility and Sheriff Jones has agreed to give up a budgeted position to help fund the increase. Commissioner Long questioned if it was a one-time supplement. Mrs. Leverette said no, it would be year after year starting with the upcoming pay period on June 15. Commissioner Langley made a motion to approve the two positions: Building and Grounds Director and a Maintenance Director; and to set the salary of the Maintenance Director at 25% above the starting salary for the position beginning June 15, 2024. The motion was seconded by Commissioner

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Morris and carried on a vote of 4-1 with Commissioner LaGrand voting “No”.

Judge English said the work session for the solid waste contracts has been set by the Commission during the discussion of earmarking funds for paving dirt roads at the beginning of the meeting.

Next, Building Maintenance Director Jerry Lynch presented the results of Bid #2024-08 for a 2024 2500 HD Chevrolet crew cab truck with a work utility body. Mr. Lynch said two bids were returned, one from Donohoo Chevrolet for \$60,114.50 with a cheaper CM service body, and one from Larry Puckett Chevrolet for \$60,245.50 including a specified Knapheide 696 service body. Mr. Lynch recommended award of the bid to Larry Puckett Chevrolet which met the bid specifications since he has had experience with the cheaper service body which does not hold up over time with prolonged use. Commissioner Cannon made a motion to award Bid#2024-08 for a 2025 2500 HD Chevrolet truck to Larry Puckett Chevrolet for \$60,245.50. The motion was seconded by Commissioner Long and carried unanimously.

Last, Mr. Lynch presented bid results on Bid #2024-09 for a 2024 Chevrolet truck with an 8’ bed. Mr. Lynch said two bids were returned and he would recommend rejecting the bids. Mr. Lynch said the vendor has no trucks on the lot and there is a four-month wait list stating he would rebid at a later date. Commissioner Cannon made a motion, seconded by Commissioner Langley, to reject Bid #2024-09 for a 2024 Chevrolet truck. The motion carried unanimously.

At approximately 5:55 p.m. Commissioner Long made a motion, seconded by Commissioner Cannon to adjourn. The motion carried unanimously.

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The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, June 24, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. No Elected Officials were in attendance. News media in attendance: The Observer reporter Hannah Goldfinger.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing. A copy of the June 24, 2024 Minutes were emailed earlier and copies were placed on each Commissioner's desk. Also, first reading of Vertrina Grubbs to the East Alabama Health Care Authority was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried unanimously.

The second reading of Drs. John Abrams and Michael B. Williams to the East Alabama Health Care Authority Board was made. Commissioner Morris made a motion, seconded by Commissioner Cannon, to authorize the following Resolution to appoint the following to the East Alabama Health Care Authority Board. Dr. Abrams replaces Dr. Joel Pittard and Dr. Williams replaces Larry Fillmer. The two are no longer eligible to renew their positions at the end of their terms. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby appoints Dr. John Abrams to fill position C-3, and Dr. Michael B. Williams to fill position C-1 on the East Alabama Health Care Authority Board. Drs. Abrams and Williams will each serve a six-year term from September 30, 2024 to September 30, 2030.

The second reading of Mary Henry and Opelika Police Chief Shane Healey to the Lee County Emergency Communications (E911) Board was made. Commissioner Cannon made a motion, seconded by Commissioner Long, to authorize the following Resolution to reappoint Mary Henry and appoint Shane Healey to the Lee County Communications District (E911) Board. The motion carried unanimously. Chief Healey replaces former Opelika Assistant Police Chief Robert "Bob" Holley.

BE IT RESOLVED, the Lee County Commission hereby reappoints Mary Henry and appoints Chief Shane Healey to the Lee County Emergency Communications District (E911) Board to each serve a four-year term beginning July 24, 2024 to July 24, 2028.

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Under new business, Richard Lang appeared before the Commission concerning The Lakes Subdivision. Judge English asked a show of hands how many in the audience were in attendance on the matter and eight individuals raised their hand. Mr. Lang said the subdivision consists of homeowners and renters, many of whom are military, military retired, police officers, teachers, stay at-home moms and children. Mr. Lang said he is concerned since they all pay taxes in Lee County for their homes and vehicles. Mr. Lang said the roads are filled with numerous potholes, which causes their vehicles to be in constant disrepair. Mr. Lang said the roads in the subdivision have not been paved since around 2006, the storm drain is failing causing erosion on people's property, and sewer lines are exposed due to the erosion. Mr. Lang displayed pictures of the erosion of standing water and exposed pipes in several homeowners' yards. Mr. Lang is concerned about the safety of all the residents living in the area but especially concerned about families who cannot let their children play in their own yards. Mr. Lang said he understands there has been discussion between Lee County and the City of Phenix City about the issue, but he has a hard time believing between the two they can not decide who is responsible for the problem. Mr. Lang said it has changed hands between the county and city by annexation. Also, he said discussion has been held between the county and the city, saying they have not asked for the homeowners' participation. Mr. Lang continued to question that no one is willing to stand up for those citizens paying their taxes. Mr. Lang questioned who is responsible for the issue that has been covered up saying at some point sewage lines will begin to fail, and asked who will be responsible when that happens. Further, Mr. Lang said his property is being devalued due to these issues, stating no disclosure from the realtor, the county or the city. Mr. Lang said there are safety issues involved in the situation. Further, Mr. Lang said they should have proper storm drainage, saying he understands it is not the Commission's fault, but the issue should be resolved now. Judge English said that Mr. Lang questioned disclosure. Judge English said the plat and homeowner documents, which are on public record, are the public disclosure, and should have been found in title searches when he purchased the house. Judge English said the developer is responsible for the road until it could have been eligible for county maintenance, however the developer did not follow certain criteria for it to be taken over by the county, and this is not and has never been a county road. Judge English said this developer did not build the road to county specifications, and the county has not been asked to maintain it. Further, Judge English explained tax dollars cannot be used on private property. Mr. Lang said they have a county road sign on the road. Judge English questioned whether the sign is blue or green. Mr. Lang said the color of a road sign should not matter. Judge English said the road signs are for emergency vehicle access. Mr. Lang said the roads are not our issue, it is the drainage issue. Mr. Lang asked to have a conversation to address the problem with the citizens, saying he wants a safe place to live. Judge English said there have been meetings but no workable solution. Commissioner Long questioned if Mr. Lang had been to a Phenix City Council meeting. Mr. Lang said he has not. Mr. Lang said sewage and water go through two different systems, with two different responsible parties. Judge English said the city is responsible for sewage and questioned Mr. Hardee on the drainage issue. County Engineer Justin Hardee said the county is responsible for cross drains on rights-of-way if they pose a danger to the traveling public, but that the County does not maintain easements, we only maintain the county rights-of-way. Mr. Lang said he has a 5 ft. drainage easement. Judge

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English questioned Mr. Lang who is responsible for an easement. Mr. Lang said that the road and homes were accepted. Judge English said a road acceptance is done by a process and suggested Mr. Lang attend a city council meeting. Commissioner Cannon asked Mr. Hardee about working with the City of Phenix City. Mr. Hardee said he had been working with Phenix City about the dam on Lee Rd 500. Mr. Hardee said the subdivision was built in multiple phases acceptable to the Lee County Subdivision Regulations in place at that time, and developers could do that. If the developer wanted the county to accept the road, they must comply with those regulations. Mr. Hardee said by state law if both sides of the road are annexed, it would become the responsibility of the city. Judge English said the county has no say when the property is annexed and questioned Mr. Lang if he annexed his property. Mr. Lang said his lot was in Phenix City and questioned if the homeowners need to go after the developer. Judge English questioned who the developer was. Commissioner Long said Bubba Gross owns the property, but said he was not the developer. Mr. Lang said the adjoining property is under Columbus Development Inc. Again, Mr. Lang questioned where they go from here. Judge English said he does not have the answer, but it may take litigation. Mr. Lang said he does not want to go that route, saying he does not want to sue the county.

Next, Tyler Hogan said he purchased his home last year saying it was built in 2014. Mr. Hogan said it is in the city limits of Phenix City. Mr. Hogan said he would encourage the city and county to continue meeting on the issue and to invite the residents of the Lakes Subdivision to attend the discussions. Further, Mr. Hogan asked for the two issues to be fixed, which are the roads and the drainage issue. No action was taken by the Commission.

Next, in the absence of Commissioner LaGrand, Commissioner Langley said he and other Commissioners were contacted by several employees asking to be granted an additional day for the upcoming holiday since July 4 falls on a Thursday. Commissioner Long stated that former Commissioner Johnny Lawrence spear-headed giving the employees two days, since the holiday falls on a Thursday about every 4-5 years. Commissioner Langley made a motion, seconded by Commissioner Cannon to grant Friday, July 5, 2024 as a holiday to all eligible county employees. The motion carried unanimously.

Sheriff Jones presented an educational reimbursement request from Deputy Hayden Greenlee. Sheriff Jones said the two courses meet his current job requirements, they are: CMJ 3309-Constitutional Law and CMJ4301-Police and Community Relations. Sheriff Jones said the funds are budgeted. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request as presented. The motion carried unanimously.

Next, Revenue Commissioner Oline Price asked the Commission to consider allowing her to hire a temporary, part-time intern to assist in filing and to document recording, noting she has utilized interns in the past. Mrs. Price said the additional filing is from her recent audit, which

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covered the last six years, and from the new computer system. Mrs. Price said her staff is busy doing their regular duties and are unable to do additional filing. Commissioner Cannon questioned where this person would be working. Mrs. Price said for now the person would be at the Courthouse and may spend some of their time at the Auburn satellite since some of the records are stored there. Judge English questioned if the personnel policy manual has a time limitation on temporary employees. Mrs. Price answered in the affirmative. Further, Mrs. Price said she does not need a temporary employee from a temporary agency. Commissioner Cannon made a motion, seconded by Commissioner Long, to authorize Mrs. Price to hire a temporary, part-time intern for filing and other assigned duties. The motion carried unanimously.

County Engineer Justin Hardee said the new Highway Facility is almost complete and is requesting that the Commission authorize his request for furnishings for the new Engineering Facility and for other equipment needs. Mr. Hardee said these requested items were not included in the bid to potentially avoid higher administrative fees. Mr. Hardee said the first request is for a set of equipment lifts that will be used in the Maintenance Shop for the repair of equipment and vehicles. The first is a four (4) post lift capable of raising 40,000 pounds for large trucks and equipment. The second is a two (2) post lift that can raise 12,000 pounds for smaller trucks and vehicles. The contract does provide for the connection of electricity and hydraulics if needed and the testing to ensure proper operation. The items can be purchased through a cooperative approved by the State Examiners. The cost for both lifts is \$46,048.00. The second request is for a high-powered, heated pressure washer for cleaning heavy equipment for repairs and maintenance when needed. A washout bay has been constructed with a sloping floor to catch the dirty water and a filtration system to clean it before releasing it from the site. After research of quality pressure washers of this capacity, one has been found for \$4,830.00 which can be purchased from a local vendor. The third request is for a total of nine (9) television monitors and associated mounting hardware for all the conference rooms, lobbies and training rooms for the facility. Mr. Hardee said after speaking with the IT Department, quality equipment can be purchased for approximately \$11,000.00.

Last, Mr. Hardee asked the Commission to consider allowing the purchase of new furniture for the facility. Mr. Hardee said the current furniture is fourteen (14) years old and he has been advised not to move laminated furniture to the new location, since the furniture could still be utilized at its current location. Mr. Hardee said the furniture is available under State contract from a local vendor. Mr. Hardee said the furniture consists of 56 workstations, in three different buildings, four conference rooms, and a training room. Mr. Hardee provided an estimate of \$260,420.73 for mid-grade furniture and a quote for low-grade furniture of \$222,051.86 from Alabama Office Supply along with a recommended 15% contingency allowance. Commissioner Cannon questioned if the higher price furniture is worth spending \$40,000 more. Mr. Hardee said Wake Asbury of Alabama Office Supply is in attendance to address any questions on the furniture. Mr. Asbury said that the only difference between the grades is in the quality, saying the more expensive furniture is thermo-fused, which is a high-pressure laminate which is a better value and lasts longer, otherwise he said both are functional. Mr. Hardee said the furniture is for

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four (4) departments with over 100 employees, in three (3) different buildings. Mr. Hardee said the request is to reallocate existing funds from the budget of the engineering department (Highway, Environmental Services, Building Inspections and Parks) that was originally for staff positions that have gone unfilled to date, which will more than cover the entire costs, including contingencies, for the items discussed.

Commissioner Long made a motion, seconded by Commissioner Cannon, to approve the budget reallocation of \$361,361.84 for new furnishings with a 15% contingency allowance, two equipment lifts, a high-powered heated pressure washer and television monitors along with associated mounting hardware as presented. The motion carried unanimously.

Next, Mr. Hardee presented final plat approval for the redivision of Lot 2 in Rocky Ridge Subdivision located in District 4. Mr. Hardee said it is one lot being divided into three with no new infrastructure. Mr. Hardee said the subdivision has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said the subdivision is located adjacent to Lee Road 183 and Lee Road 947. Mr. Hardee said adjacent property owner(s) were notified of the development via letters sent out June 10, 2024, so they may attend and voice their support, opposition, or to obtain more information. Judge English questioned the audience, but no one was in attendance. Commissioner Langley made a motion, seconded by Commissioner Long, to approve the plat for the redivision of Lot 2 in Rocky Ridge Subdivision as presented. The motion carried unanimously.

Chief Administrative Officer Holly Leverette discussed ARPA funded Phase II Broadband Expansion Grants for Commission consideration. IAC Assistant Director Kate Jessip was in attendance. Mrs. Leverette said after the completion and award of Phase I projects earlier this year, Phase II applications were reviewed by SAIN Associates and the IAC. Mrs. Leverette said they continued to look at areas where there is no service, which is the priority set by the Commission. Mrs. Leverette said they looked at four general areas, they are: South Central, Southeast, East Central, and Northeast portions of Lee County. Mrs. Leverette discussed several maps showing the location of the service areas including areas being funded by federal dollars (ADOF). Mrs. Leverette said in the received applications from BEAM and AT&T. Mrs. Leverette said the applications for the Southeast area includes 198 addresses for an additional 39 miles of infrastructure to unserved areas. In the East Central area after evaluating the applications, it appears almost all sections are already being served. So, they combined the Northeast and East Central areas into an East Central area where there are 370 addresses with an additional 29 miles of infrastructure. Mrs. Leverette said the South Central area entails 127 addresses with 24 miles of infrastructure. Commissioner Long questioned Lee Road 330 saying he believes new fiber has recently been installed there. A BEAM Representative said there is a section of Lee Road 330 served by AT&T, where the lines may be crossed to reach unserved areas. Mrs. Leverette said it is only service expansion, not duplication of services. Commissioner Langley questioned the lake area. Mrs. Leverette said that entails the Northeast

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project which shows Charter/Spectrum is already in that area. Mrs. Leverette said following the deadline for applications, two internet service providers submitted projects in each area for a total of eight applications received. Each application was reviewed by a team of county officials and employees, after review, it was unanimously agreed to conditionally recommend awarding the broadband expansion grants to R.M. Greene, Inc. Further, Mrs. Leverette said BEAM is responsible for a match of \$1,275,301.17 for the projects. After discussion, Commissioner Morris made a motion, seconded by Commissioner Langley to conditionally award Phase II Broadband Expansion Grants to R.M. Greene, Inc., dba BEAM, totaling \$2,975,702.73 for projects in unserved and underserved portions of Lee County. The motion carried unanimously.

**RESOLUTION AWARDING LEE COUNTY AMERICAN RESCUE
PLAN ACT (ARPA) FUNDED BROADBAND EXPANSION GRANTS**

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, following completion of a grant application process for previously identified priority unserved and underserved areas awarded by the County (“Phase I”) the Lee County Commission voted to allocate up to \$3,407,639.00 of ARPA funds for an expansion of broadband fiber optic infrastructure in unserved and underserved portions of the County to be identified by the internet service providers as part of a second phase of applications (“Phase II”), which were subsequently approved, advertised and solicited; and

WHEREAS, following receipt of grant applications and recommendations for approval from a team of County officials and employees, who carefully reviewed and scored each application based upon the objective criteria in the application, the team has recommended that the Lee County Commission award the following expansion grants as follows:

- (1) A broadband expansion grant in the amount of \$722,627.29 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “South Central” project; and
- (2) A broadband expansion grant in the amount of \$1,168,459.83 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “Southeast” project; and
- (3) A broadband expansion grant in the amount of \$420,098.91 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “East Central” project; and
- (4) A broadband expansion grant in the amount of \$663,516.70 to R.M. Greene, Inc., dba BEAM, for the project designated in the submitted application as the “Northeast” project.

WHEREAS, upon review and agreement of the recommendation from the evaluation team, the Lee County Commission wishes to proceed with the above-referenced grant projects and further finds these projects to be a reasonable, necessary, and eligible use of the county’s ARPA funds.

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NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1. The County hereby conditionally awards and allocates up to \$2,975,702.73 of funds to support the broadband expansion grant projects for the South Central, Southeast, East Central, and Northeast projects to R.M. Greene, Inc., dba BEAM.
2. The County is hereby directed to negotiate with R.M. Greene, Inc., dba BEAM, to establish one or more subrecipient agreements covering the above-listed projects consistent with this resolution and the terms and conditions of the County's ARPA award.
3. The Chairman is hereby delegated to enter into a subrecipient agreement(s) with R.M. Greene, Inc., dba BEAM, if the agreement(s) is consistent with this resolution and if, in his discretions, the terms and conditions are in the best interest of the County.
4. Upon execution of the subrecipient agreement(s), the Chairman is hereby authorized to expend ARPA funds for costs of the projects in accordance with the terms of this Resolution and the subrecipient agreement(s).
5. Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the projects that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the June 24, 2024, meeting of the Lee County Commission.

Environmental Services Director John McDonald presented a request for renewal of the animal control agreement with Animal Health Care and Opelika Animal Hospital on the same terms. Mr. McDonald said it is a one-year renewal from October 1, 2024 until September 30, 2025. Mr. McDonald said this is the final renewal allowed under the contract. Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize Judge English to sign the one-year renewal agreement for animal control services with Animal Health Care and Opelika Animal Hospital on the same terms as presented. The motion carried unanimously.

RENEWAL OF AGREEMENT FOR ANIMAL CONTROL SERVICES

This Extension to that certain Agreement for Animal Control Services is made as of this 24th day of June 2024 effective as of October 1, 2024 (the "Effective Date") by and between the Lee County Commission hereinafter referred to as the First Party; and Bruce Enterprises, Inc. and Opelika Animal Hospital, LLC, hereinafter referred to as the Second Party; and the same witnesseth:

WITNESSETH:

WHEREAS, pursuant to a Request for Proposals issued by the First Party in 2022, the Second Party was awarded, and the parties entered into that certain Agreement for Animal Control Services effective as of October 1, 2022. The term of the Agreement was until September 30, 2023.

WHEREAS, in accordance with the terms and provisions of the Agreement and applicable law, the First Party has duly notified the Second Party of its desire to renew on the

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same terms for a second subsequent year beginning October 1, 2024 and continuing until September 30, 2025.

WHEREAS, the Second Party has agreed to such renewal of the term of the Agreement and First Party has taken all action necessary pursuant to applicable law or otherwise to authorize such renewal of the term of the Agreement and execute and deliver this Extension.

WHEREAS, in connection with such renewal of the term of the Agreement, the parties wish to renew the Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Section 1. Terms. All Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement

Section 2. Renewal. This renewal shall be deemed to be a renewal to the Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this renewal are hereby incorporated into the Agreement as if such terms and provisions were set forth therein in full. Subject to the forgoing and to the terms hereof, First Party and Second Party hereby agree that the Agreement is hereby renewed as follows:

“Notwithstanding anything to the contrary set forth in the Agreement, the parties hereto acknowledge and agree that the term of the agreement shall continue until Sept. 30, 2025.

(i) Effectiveness Recitals. This renewal shall be effective only upon receipt by each of the First Party and the Second Party of at least one fully executed copy of this renewal. Upon the effectiveness of this Renewal, and on and after the date of such effectiveness, each reference in the Agreement to “this Agreement”, this “Contract”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Agreement in any other related document shall mean and be a reference to the Agreement as renewed hereby. The parties agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated into this Renewal by reference.

(ii) Authority. Each party represents and warrants to the other party that this Renewal has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms: (ii) the persons executing this Renewal on behalf of the applicable party has been authorized and empowered to do so; (iii) each party has full power and authority to enter into and perform this Renewal in accordance with its terms. The parties acknowledge and agree that this letter agreement shall inure to the benefit of and be enforceable to the parties hereto. The parties signing this Agreement on behalf of the First Party have been authorized to do so by specific action of the First Party adopted this 24th day of June 2024 in open meeting and of record in its official minutes.

(iii) Ratification and Confirmation Generally. Except as specifically amended above, the Agreement shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.

(iv) Reaffirmation of Representatives, Covenants, Etc. Each of the parties hereby reaffirms to the other parties each of the representations, warranties, covenants, and agreements set forth in the Agreement with the same force and effect as if each were fully restated herein and made as o the date hereof, except to the extent that any such representative or warranties relate to

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a specific date or period. Each party further affirms, represents and agrees that as of the date hereof, such party has no counterclaims, defenses or offsets whatsoever to the Agreement.

(v) Governing Law. This renewal shall be governed by and construed in accordance with the laws of the State of Alabama.

(vi) Counterparts. This renewal may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(vii) Headings. Section headings in this renewal are included herein for convenience of reference only and shall not constitute a part of this renewal for any other purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed by their duly authorized representatives as of the date first above written.

At approximately 6:45 p.m. Commissioner Cannon made a motion, seconded by Commissioner Langley, to adjourn into a work session on allocation of SSUT and solid waste contracts with Arrow Disposal Services, Inc. (ADSI) and GFL Environmental (GFL). The motion carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, JULY 8, 2024

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, July 8, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. No other elected officials were in attendance. News media in attendance: The Observer reporter Hannah Goldfinger.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing. Copies of the June 24, 2024 minutes were emailed earlier today, and a copy was placed on each Commissioner's desk. Also, first reading of Vertrina Grubbs to the East Alabama Health Care Authority was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried unanimously.

Ashley Lucas of Cedar Estates Subdivision addressed the Commission concerning the condition of the roads and drainage in the subdivision. Mr. Lucas said two others from the subdivision were in attendance on the matter, Mark Hoffman and Richard Gross. The three roads are Lee Roads 2182, 2183 and 2184. Mr. Lucas said the residents in the subdivision are in desperate need of help from the county to repair the roads. Mr. Lucas said he and others in the subdivision are willing to give a 60 ft. easement to the county for this purpose. Mr. Lucas said the developer went bankrupt and never established a Homeowners Association to address these items. Mr. Hardee said whether or not an HOA is established it is not something the Commission deals with. Mr. Hardee said Mr. Lucas said there are 40 residents in the subdivision who all pay county taxes. Mr. Lucas said he believes there are two options: 1) for the county to begin routine grading of the roads; or 2) for the county to asphalt the roads, which he prefers. Commissioner Langley deferred discussion to Mr. Hardee. Mr. Hardee said the roads in the subdivision are unpaved and platted as a private subdivision. Mr. Hardee said the plat shows a public easement across private property, not deeded right-of-way. Additionally, the plat notes that the roads are the responsibility of the residents, not the county. Mr. Hardee said the subdivision was platted in 2007, with 40 lots, which did not have to meet county standards at that time. Mr. Hardee also said the note on the plat states it is private property and has not been accepted for maintenance by the county. Mr. Hardee said after 2008 the county changed the regulations and a developer can no longer build a private subdivision like that. Mr. Lucas questioned whether, if the residents agree, if they could sign a petition to request to have the roads in the subdivision paved. Commissioner Cannon said the Commission could look at it. Commissioner Langley said more discussion would need to take place after a petition is submitted and he would ask for guidance from his fellow Commissioners since he is fairly new and is unfamiliar with an issue like this. Judge English questioned Mr. Hardee on county dirt road specifications. Mr. Hardee said there are no county dirt road specifications. Commissioner Morris asked the total mileage of the roads. Mr. Lucas said it is 2.2 miles. Mr. Lucas said the residents would like the roads to be paved but

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would agree for the county to grade the roads, saying they are open to discussion. Judge English asked Mr. Hardee how much it would cost to pave 2.2 miles. Mr. Hardee said \$75,000-\$80,000 just for paving, but from start to finish it would be about \$250,000 to \$300,000 to pave approximately 2.2 miles. No action was taken by the Commission.

In the absence of Sheriff Jones, Captain Jimmy Taylor presented an educational reimbursement request from Sergeant Jeff Snyder. The three courses are: BCJ3305-Constitutional Law; BCJ3306-Private Security; and BCJ3324-Crisis Management. Captain Taylor said the courses pertain to Sgt. Snyder's current job duties and budgeted. Commissioner Langley made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request for Sergeant Snyder as presented. The motion carried unanimously.

County Engineer Justin Hardee presented final plat approval for Forest Ridge Subdivision. Mr. Hardee said the final plat has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed subdivision is adjacent to Lee Road 158 in District 4. Mr. Hardee said the development consists of 14 lots with 7 shared driveways with the smallest lot size approximately three acres. Mr. Hardee said adjacent property owners were mailed notices on June 24, 2024, to attend and voice their support, opposition, or to obtain more information. Judge English asked if anyone wished to address the Commission on this development, with no response. Ardie Stanton of Lee Road 817 said he received a letter about the development and wanted to know how it would affect his property. Mr. Hardee said Lee Road 817 is in Loachapoka and is not near this development. After no further comments, Commissioner Langley made a motion, seconded by Commissioner Long, to approve the final plat for Forest Ridge Subdivision as presented. The motion carried unanimously.

Next, Mr. Hardee presented a petition for vacation of a portion of Lee Road 57A. Mr. Hardee said an attorney for the adjacent property owners on Lee Road 57A approached the Highway Department regarding abandonment of the right-of-way on Lee Road 57A, which is approximately 450 feet in length. Mr. Hardee said the Highway Department currently maintains Lee Road 57A and the adjacent property owners are listed as Henry L. Yancy, Jr., James E. Washington, Patricia Wilson and Franklin Lockhart. Mr. Hardee said all parties have signed the petition to vacate. As required by Code of Alabama §23-4-20, the adjacent property owners have submitted a written petition requesting the Commission vacate the county right-of-way along Lee Road 57A. Mr. Hardee said the next step in the process is for the Commission to set a Public Hearing which would need to be placed on the August 26, 2024 agenda. Commissioner LaGrand made a motion, seconded by Commissioner Langley to set a public hearing on August 26, 2024, to vacate the right-of-way along Lee Road 57A. The motion carried unanimously.

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Last, Chief Administrative Officer Holly Leverette asked the Commission to set a work session at the conclusion of the next Commission meeting to continue discussion on the funding for a dirt road paving program and on the solid waste contracts with Arrow Disposal and GFL Environmental. Commissioner Cannon made a motion, seconded by Commissioner Morris, to set a work session following the regularly scheduled meeting on July 29, 2024 to discuss funding of dirt road paving and solid waste contracts with Arrow Disposal and GFL Environmental. The motion carried unanimously.

At approximately 5:30 p.m. Commissioner Cannon made a motion, seconded by Commissioner Morris to adjourn. The motion carried unanimously.

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The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, July 29, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected officials in attendance: Sheriff Jay Jones, District Attorney Jessica Ventiere and Coroner Daniel Sexton. News media in attendance: Observer owner Michelle Key.

Sheriff Jones recognized Lieutenant Pam Revels upon her recent installment as the first female Board President of the National Association of School Resource Officers (NASRO). Lieutenant Revels was honored to accept the appointment during NASRO's annual conference in Phoenix, Arizona. Sheriff Jones recognized Lieutenant Revels and her accomplishments over the years, saying she is exceptional at what she does along with the entire SRO staff in being responsible for our school children, saying any one of them would put their life down to save a child. Sheriff Jones asked the Commission to join him in congratulating Lieutenant Revels on this honor. Judge English congratulated Lieutenant Revels asking if she would give a speech. Lieutenant Revels said along the way she has learned there are doers and sayers. She said that thankfully we have doers in our community that care, and she thanked the Commission for their leadership and said it is not my accomplishment, but it is our accomplishment which reflects on the community. Commissioner LaGrand thanked Lieutenant Revels for all she does in the community and for being a doer.

Keith Barnett, EMA Director of Elmore County and current President of the Alabama Association of Emergency Managers (AAEM), was in attendance to present certificates to the Lee County EMA team. Those receiving certificates were EMA Director Rita Smith receiving her Master Level re-certification (required every 5 years); Austin Jones, Steven Holden, Michael Holden and Clint Knox all received Advanced EM Certification; Nicholas Glover received Intermediate EM Certification; and Lauren Jeffers received Basic EM Certification. Mr. Barnett said Lee County EMA had done a feat not matched in the State since everyone on the Lee County EMA team is certified. Mr. Barnett said he is trying to get all his Elmore County team certified. Mr. Barnett said it requires a lot of time and dedication to meet the certification requirements saying the basic level requires 300 hours of training, the intermediate level requires 600 hours of training, the advanced level requires 1,000 hours of training, and the master level requires 1,350 hours of training along with professional accomplishment. Commissioner LaGrand and the entire Commission congratulated Mrs. Smith and the staff.

Commissioner Cannon introduced Charles C. Mitchell of the Lee County Historical Society to make a presentation on the Lee County Historical Society. Mr. Mitchell thanked the Commission for their continued support over the years. Mr. Mitchell said the museum is the first and oldest museum in Lee County, which started in 1968. Mr. Mitchell said they have 150

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members in the group. Mr. Mitchell said the volunteers work very hard, saying they had over 30,000 visitors last year with most attending in October during Syrup Soppin' which will be upcoming on October 26 this year. Another event hosted by the Historical Society is the 2nd Saturdays at Pioneer Park when visitors can experience living on a farm, visit a one-room schoolhouse and enjoy a home cooked meal. Myla Reagan representing the 4H Club said she started coming to 2nd Saturdays when she was in 2nd grade, saying she fell in love with it and continues to be involved by being a 4H Leader now. Ms. Reagan said has learned so much, including the love shown for the community by being supportive of the Lee County Historical Society. Last, the youngest member of the Junior 4H, Evelyn Craig, thanked the Commission for their continued support of the Lee County Historical Society. The Commissioners thanked them for their attendance.

Commissioner Morris said he, Commissioner Cannon, County Engineer Justin Hardee, County Administrative Officer Holly Leverette and EMA Director Rita Smith attended the National Association of County Commissions Annual Convention in Orlando, Florida on July 12–15, 2024 and he would like each to have an opportunity to give an update. Commissioner Morris said that 70 people from Alabama attended. Commissioner Morris said the first class they attended was for first-time attendees, which he enjoyed. Commissioner Morris said he went to several sessions including: land ownership, financial management, managing disasters, transportation road funding, mental health and artificial intelligence. Commissioner Morris said those attending divided up and chose to attend different sessions. Next, Mrs. Leverette said she attended a motivational themed event where the speaker was Gabby Douglas, one of the “Magnificent Seven” who were the first group of U. S. gymnasts to bring home a team gold in the 1996 Olympics. Mrs. Leverette said she spoke about how gymnastics is an individual sport, but that as a team you have a duty to come together and to support other team members, which is an important part of what we do is to work together as a team. Next, Mrs. Smith said for an entire day she attended a seminar focusing on justice and public safety. Mrs. Smith said she heard presentations on what a county should lobby for, and discussion on EMPG funding. Mrs. Smith said they talked about upcoming grant opportunities, saying she also was able to meet a lot of new people who do the same job she does and said she has already reached out to some of them. Last, Mr. Hardee said this is the first time he has attended the NACO Convention in his years with the county. Mr. Hardee said he attended the Transportation Steering Committee hearings saying they discussed different funding opportunities, heard about a “Safe Streets for All” program, a bridge improvement program which Lee County is currently participating in, and even heard about opportunities for dirt road paving, which he and Commissioner Canon are pursuing. Mr. Hardee said overall it was a good experience.

Next, Mrs. Leverette gave an update on the Loachapoka Broadband Phase III ARPA Grant project. Mrs. Leverette said two applications were received, one from AT&T and the other from Spectrum. Mrs. Leverette said the committee is currently reviewing the applications and said as

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soon as the committee selects a candidate, she will return to the Commission with a Resolution to move forward with the project. Commissioner LaGrand questioned if they were viable applications. Commissioner LaGrand said these companies are not seeing the urgency for the school children and Lee County families who are having to go to McDonald's for an internet connection for homework or to work.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing and a copy of the July 8, 2024 minutes. Also, the first reading of Dr. Lee Johnson to replace Dr. David Smalley on the East Alabama Health Care Authority was made. Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to approve the consent agenda items as provided. The motion carried unanimously.

Second reading of Vertrina Grubbs to the East Alabama Health Care Authority was made. Mrs. Grubbs will fulfill the unexpired term of Chris Nunn who resigned on March 28, 2024 due to other commitments. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the following Resolution appointing Mrs. Vertrina Grubbs to the position.

BE IT RESOLVED, the Lee County Commission hereby appoints Vertrina Grubbs to the A-2 position on the East Alabama Health Care Authority Board until September 30, 2026, to fulfill the unexpired term of Chris Nunn.

Commissioner Morris opened discussion of a chief operating officer for the county. Commissioner Morris said since Judge English's term ends in January so will 40 years of experience and of the last 24 years him serving as Chairman and Probate Judge. Mr. Morris said Lee County is the fastest growing county in the state and he feels this position is warranted. Commissioner Morris said a COO is equivalent to a City Manager, every department would report to this person and would work with the elected officials. Commissioner Morris said he feels the position could move us into the 21st century and be more representative of a county our size. Commissioner Morris asked the other Commissioners to voice their opinion on the matter. Commissioner Long said he agrees since the county is growing, saying it is difficult to keep up with neighboring cities. Commissioner Cannon said he is glad to see Commissioner Morris run with this because he feels Lee County needs to be a leader in the State. Commissioner Long questioned if the position would need Legislative approval. Commissioner Morris said it is up to the Commission since it is just the creation of a job. Commissioner Morris said he would suggest looking at several different job descriptions and coming up with our own to best fit our needs. Mrs. Leverette said the county has an amazing employment attorney who would be willing to take on the project to create the job description as discussed. Commissioner Langley asked for clarification asking if the position would be over all appointing authorities, like the City of

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Auburn's City Manager where the buck stops. Commissioner LaGrand said he likes the concept but first would like to look at the current appointing authorities, their job duties and their current salaries. Commissioner LaGrand said he feels it would work with the proper job description. Commissioner Morris said he would like Judge English to take the lead along with Mr. Martin to develop the job description, then have the Commission decide if they want to move forward with it afterwards. Commissioner Cannon made a motion, seconded by Commissioner Long, to move forward to create a job description for a chief operating officer as discussed. The motion carried on a vote of 4-1 with Commissioner LaGrand voting "No."

Sheriff Jones presented a proposed Inmate Housing Agreement with Autauga County for Commissioner consideration. Sheriff Jones said Autauga County has a problem with their jail and needed a place to house inmates. He said he assisted through the Sheriff's Association Mutual Aid Agreement. Sheriff Jones said due to the circumstances at the Autauga County jail an agreement is before the Commission for consideration. Sheriff Jones said he receives \$2.25 per day for feeding inmates three meals per day. Sheriff Jones said the agreement was sent to Mr. Martin for his review. Sheriff Jones said it would be the same as the current inmate housing agreements with the Cities of Auburn and Opelika for about \$40.00 per day. Sheriff Jones said Lee County currently houses 10 Autauga County inmates with 300 inmates needing outside housing. Sheriff Jones said Mr. Martin can redraft the agreement and that no action is needed tonight but may possibly be presented at the next meeting.

County Engineer Justin Hardee presented a proposal for a speed limit reduction and a "No Trucks" route on Lee Road 267. Mr. Hardee said a citizen approached the Highway Department about decreasing the speed limit and establishing a "No Trucks" route along Lee Road 267. Mr. Hardee said the road is located in District 4, saying it is a short dirt road behind Perlis Truck Stop. The Highway Department recommends that the speed limit be reduced from 25 mph to 20 mph. The Highway Department recommends this as a reasonable and safe maximum speed limit. Commissioner Langley questioned if it could be lowered from 20 mph to 15 mph since he knows the area and would recommend the slower speed limit. Judge English questioned if the county has prescriptive right-of-way. Mr. Hardee answered in the affirmative. Mr. Hardee said it is up to the Commission. Commissioner Langley made a motion, seconded by Commissioner Cannon, to reduce the speed limit from 25 mph to 15 mph on Lee Road 267 and post as a "No Trucks" route as presented. The motion carried unanimously.

Next, Mr. Hardee presented for Commission consideration a final plat approval for Property Division of Parcels 5 & 6 for a proposed subdivision located adjacent to Lee Road 183 in District 4. Mr. Hardee said there are no new roadways, only creating sub-lots from the owner's property. Mr. Hardee said adjacent property owners were notified of the development by letters mailed out July 2, 2024, so they may attend and voice their support, opposition, or to obtain more

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information. Mr. Hardee asked if anyone was in attendance on the matter and recognized Mrs. Murphy and Mr. Gable who said they had no objection to the development. Commissioner Langley made a motion, seconded by Commissioner LaGrand for final plat approval for Property Division of Parcels 5 & 6 for a proposed subdivision on Lee Road 183. The motion carried unanimously.

Last, Mr. Hardee presented final plat approval for Cherry Hill Subdivision containing 37 lots which is located in District 3. Mr. Hardee said the subdivision has been completed in accordance with the approved plans and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed development is adjacent to Lee Road 246. Commissioner Long made a motion, seconded by Commissioner Langley for final plat approval for Cherry Hill Subdivision. The motion carried unanimously.

Chief Administrative Officer Holly Leverette presented an updated COVID-19 Policy for Commission consideration. Mrs. Leverette said the Centers for Disease Control (CDC) have updated and simplified recommendations for handling of respiratory viruses at home and in the workplace. The new guidance brings a unified approach to addressing risks from a range of common respiratory viral illnesses such as COVID-19, flu, and Respiratory Syncytial Virus (RSV). The CDC is making updates to the recommendations because the U.S. is seeing far fewer hospitalizations and deaths associated with COVID-19 and because there are more tools than ever to combat flu, COVID, and RSV. Mrs. Leverette said the edits in the updated policy attached reflect the CDC recommendations. Additionally, because the recommendations do not call for a specific isolation period, it is recommended that the Commission approve removing the 40 hours of sick leave given to new hires upon their hire date. Also, it is recommended that the maximum cap for sick leave balances be adjusted back down to the pre-Covid amount of 1040 hours. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the updated Lee County Respiratory Viruses Policy effective immediately, which includes removing the 40 hours of sick leave for new hires and resetting the maximum cap on sick leave back to 1040 hours. The motion carried unanimously.

Lee County Respiratory Viruses Policy
(Revised July 29, 2024)

A. Wearing of masks or shield coverings are optional.

B. All personnel who are directly impacted by a respiratory virus in the following ways:

1. If you are experiencing respiratory symptoms. According to the Center for Disease Control, symptoms may include but are not limited to chest discomfort, chills, cough, decrease in appetite, diarrhea, fatigue (tiredness), fever or feeling feverish,

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headache, muscle or body aches, new loss of taste or smell, runny or stuffy nose, sneezing, sore throat, vomiting, weakness, wheezing.

2. You should stay home and away from others (including people you live with who are not sick) if you have respiratory virus symptoms that aren't better explained by another cause.

With Symptoms: You can return to work after meeting the following conditions:

- 24 hours with no fever without the use of fever-reducing medications and
- Other symptoms of the respiratory virus are improving

Upon return to work, you should take added precaution over the next 5 days, such as taking additional steps such as hygiene, masks, physical distancing, and/or testing when you will be around other people indoors. This is especially important to protect people with factors that increase their risk of severe illness from respiratory viruses.

Severe Illness: The standard FMLA policies and procedures apply (section 7.7.0 of the Lee County Personnel Policies and Procedures).

3. If you develop a fever or start to feel worse after you have gone back to work, follow number 2.

Appropriate Documentation will be required per the Lee County Commission Sick Leave policy 7.3.0 in the Lee County Personnel Policies and Procedures and any required interdepartmental policies. Types of documentation are copy of orders, proof of tests and/or written certifications.

Providing false documents or misleading and false statements associated with the above are Group Two Offenses under 11.4.2 A. (5) and (6).

In addition, anyone who is staying home is being paid to follow orders and instructions for public health and safety reasons. Failure to follow those orders and instructions is a Group Two Offense under 11.4.2 A. (7).

Such actions in this section are grounds for the employee's dismissal from employment.

(For Sheriff Service Employees, enforcement and discipline determination is solely the discretion of the Lee County Sheriff)

- C. Employees under the budgetary and administrative authority of the County Commission should protect the public, their coworkers and themselves by:

NOT reporting to work and notifying their supervisor if they have: a temperature above 100.3 or are experiencing multiple symptoms listed in number 1.

Employees failing to practice such safety measures are in violation of Group One Offense under 11.4.1 A. (6).

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Repeated failure to practice and/or absolute disregard to such safety measures are in violation of Group Two Offense under 11.4.2 A. (12) "Violation of safety practices that might endanger the life or health of the employee or others". Repeated failure and/or absolute disregard should be a suspension without pay or terminated.

(For Sheriff Service Employees, enforcement and discipline determination is solely the discretion of the Lee County Sheriff)

Next, Mrs. Leverette said the ACCA's Legislative Committee is selected annually to set ACCA's legislative priorities for the upcoming legislative sessions saying the 67-member Legislative Committee is essential to the policy success of all Alabama county governments. Each county is encouraged to nominate a representative. ACCA bylaws require that each county submit the name of its representative following a majority vote of the commission. Mrs. Leverette said Commissioner Cannon currently serves in this capacity and understands he would like to nominate Commissioner Langley to serve this year. Commissioner Langley said he appreciates Commission Cannon's service and accepts the nomination. Commissioner Cannon made a motion, seconded by Commissioner Morris, to nominate Commissioner Langley as the Commission representative on the 2024-2025 ACCA's Legislative Committee. The motion carried unanimously.

Last, Mrs. Leverette asked the Commission to consider scheduling budget work sessions over the next two months. Mrs. Leverette said her goal this year is to try and move up the timeline for approving the FY2025 personnel and operational budget, so as not to push the limit to approve it in the last week of the current fiscal year. Mrs. Leverette said she would like the Commission to vote on the FY2025 personnel and operational budget at the September 9, 2024 meeting, which would allow for work sessions to be held, if needed, during the month of September for capital requests and outside appropriations. Then the Commission could move forward approving the FY2025 capital budget and outside appropriations at the September 30, 2024 or the October 8, 2024 meeting. The proposed dates and times for the work sessions are as follows: Monday, August 12 after the regularly scheduled meeting; Tuesday, August 13 at 5:00 pm; Monday, August 26 after the regularly scheduled meeting; Tuesday, August 27 at 5:00 pm; and Tuesday, September 3 at 5:00 pm, if needed. Commissioner Cannon said he would like to add Wednesday, August 28 at 5:00 pm instead of September 3. Commissioner Langley made a motion, seconded by Commissioner Long, to schedule the work sessions as suggested except to replace September 3 with Wednesday, August 28 at 5:00 pm. The motion carried unanimously.

At approximately 6:15 p.m. Commissioner LaGrand made a motion, seconded by Commissioner Langley to adjourn into a work session to discuss a dirt road paving program and to discuss the solid waste contracts with Arrow Disposal and GFL Environmental. The motion carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, AUGUST 12, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, August 12, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Tony Langley and Richard LaGrand. Absent: Commissioner Gary Long. Elected officials in attendance: Sheriff Jay Jones, Revenue Commissioner Oline Price and Coroner Daniel Sexton. News media in attendance: Alex Huston from the O-A News, Hannah Goldfinger from The Observer and John West from Gator Media.

Samantha Brasher Godsy, the new director of the Horseshoe Bend Regional Library, made a presentation and updated the Commission on what services the HBRL provides to its member counties. The Regional Library serves four counties Lee, Tallapoosa, Elmore, and Coosa County and provides outreach services to all four counties. The outreach services include providing books to homebound individuals, senior centers, assisted living facilities and nursing homes monthly. They also visit daycares, preschools, and other facilities that take care of the youngest members in the community and provide them with educational content to be able to add to the curriculum of those organizations. In addition, the organization also visits the Lee County Youth Development Center every month giving all the children in attendance there the ability to come on the bookmobile and pick out books for themselves. She also shared that she would like to continue to grow the library's programs and membership beyond its registered 2,021 members in Lee County and maximize the monies they receive. Commissioner Cannon asked how much the library receives from its other member governments and Ms. Godsy stated the Lee County Commission has done between \$20,000 and \$25,000 a year; Tallapoosa averages about \$10,000 a year, and Elmore County averages about \$5,000 a year. She stated that Coosa County does not participate as a whole, simply because they are themselves underfunded, but the cities of Goodwater and Rockford in that county do participate, and they each give as much as they're able to give and that ranges usually between \$250 and \$500 for those very small towns.

John Reed with Alliance Insurance presented possible changes to the current employee benefits structure regarding life insurance. Ms. Leverette had requested he look at the current benefits to see what could be remarketed and improved. Mr. Reed stated the current provider Met Life has decided to increase its rate, so a quote request was sent to Reliance, Equitable, Mutual of Omaha, Guardian and Principal. Of those Equitable came in with the best overall rate and accidental death and dismemberment coverage. He said the rates are very similar for either the \$10,000 or the \$25,000 amounts, they are basically the same rates. The current coverage is \$10,000 which although not a great amount does help with expenses. Ms. Leverette asked what area municipalities offer and Mr. Reed stated it varies with one doing one times its annual salary, another at \$30,000 going up to \$150,000, another is at \$20,000. He said some larger municipalities like in Jefferson County, Mobile County, and Montgomery County are 1½-2 times employee annual earnings in life coverage. Commissioner Cannon asked how much is currently being paid at the \$10,000 amount and it is \$1,265; should the amount increase to \$25,000 it would increase yearly what the county pays by about \$16,000. Additional information regarding rates would be

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discussed in the evening's work session.

County Administrator Holly Leverette then made a presentation for an Employee Assistance Program or EAP offered by Deer Oaks. She stated that she and Human Resources Director Lisa Ruffin have been working on this issue and Lee County is the one of the only governing bodies without one as Opelika, Auburn, Auburn University, EAMC, all have these types of programs. An EAP would provide for additional counseling and mental health services for employees as well as their dependents. She stated Deer Oaks is a national and global company with 95% governmental clients including the City of Auburn and Mobile County. They have an established network already in the area with their work with Auburn and one of the things they provide is 24-7 counseling services. With the program you can choose either three or six sessions; pricing for both was included in your packet with three costing \$7,756 annually and six costing \$10,546 annually. This program is open to all employees not just those who participate in our benefits program. She said there's also a mobile app that can be utilized with various articles and resources, customizable educational webinars and they can also assist with supervisor training for substance abuse awareness.

Mr. John McDonald provided an update on the free disposal day held in July. The environmental services department collected more than 57 tons of items not typically collected during normal cart service as well as eight tons of recyclable materials. He thanked the Sheriff's Office for providing deputies for the event and the Board of Education for allowing the use of various school properties. In addition, he stated the department was mentioned in the Alabama PALS newsletter for its participation in the statewide cleanup month held last April.

Judge English provided a report from the IAC Board Meeting showing the status of Lee County's funding for what has been obligated and what has not, as well as upcoming deadlines.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing and a copy of the July 29, 2024, minutes. Also announced were board vacancies including five slots on the Cemetery Preservation Commission, two on the Recreation Board with one from District 4 and one from District 5, one on the Horseshoe Bend Regional Library board, and one on the Beauregard Utilities District. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried unanimously.

Second reading of Dr. Lee Johnson to the East Alabama Health Care Authority was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the following Resolution appointing Dr. Lee Johnson to the soon to be vacant position.

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BE IT RESOLVED, the Lee County Commission hereby appoints Dr. Lee Johnson to the C-2 position on the East Alabama Health Care Authority Board effective October 1, 2024 for a period of 6 years, replacing Dr. David Smalley.

Judge English discussed the compilation and summary report of the evaluations of the County Administrator, County Engineer and EMA Director. Judge asked if there was any action to be taken by the Commission. Commissioner Cannon stated he would like to implement some improvement plans. No action was taken.

Sheriff Jones presented the final draft of an inmate housing agreement with Autauga County to house some of their inmates in the Lee County Detention Center due to health conditions and circumstances that have made the Autauga County jail uninhabitable. The agreement covers the basics regarding obligations of both Lee and Autauga Counties. Commissioner Morris asked about the 12-month timeframe for the agreement; the Sheriff stated that Autauga County is working on re-opening the jail as soon as possible but the agreement is renewable pending the continued approval of the Commissions. Commissioner Cannon asked who was responsible for the health care of their inmates, with Sheriff Jones stating if it was minor or routine then that would be taken care of by Lee County as part of the per diem paid by Autauga County; if it was major, Autauga County would be billed directly by the service provider. Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to approve the agreement. The motion passed unanimously.

Commissioner Morris stated a draft of the COO position had been developed and reviewed by County Attorney Stan Martin as well as employment attorney Robbie Hyde. He said Ms. Hyde came up with several points to consider and he worked with ACCA to overcome those potential issues. Commissioner Cannon asked if Ms. Hyde and Mr. Martin could work with Judge English on a revised job description and present to the Commission at its next meeting. Commissioner Morris pointed out that should the position move forward that it would not be a quick process, and he would like for those new members of the Commission who have not taken office yet to be involved as well. Commissioner Langley agreed, stating that he supported additional research and study on the issue before moving forward. Commissioner LaGrand said he also had questions and that although he was supportive of the idea, he wanted to make sure he knew what he was supportive of. Commissioner Morris made the motion to have Ms. Hyde and the Chairman work to address the issues pointed out in her research and come back to the Commission at its next meeting which was seconded by Commissioner Cannon. The motion passed unanimously.

Jamie Lowe with the Lee County Democratic Party and Lee Vanoy with the Lee County Republican Party presented a request to allow for the two political parties to use the Bennie Adkins Meeting Center lobby area for tables that would provide informational and promotional materials for their respective party. The tables would not be manned by and would be for a limited time

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from mid-September to the end of October. Ms. Leverette said space is available, however there is a distance requirement that prohibits campaigning less than 30 feet away from where voting occurs. Judge English pointed out the Commission would need to amend the meeting center policies and procedures as currently it states the area cannot be used by groups that are not 501c(3) non-profits or governmental agencies. In addition, under “Prohibited Activities” the policy states electioneering or campaigning for candidates is prohibited as well as activities in support of a candidate for re-election and posting or distributing any candidate information. Commissioner Morris made a motion for a one-time exception to allow the parties to have tables in the lobby area provided there is no campaigning or candidate information provided. The motion was seconded by Commissioner Cannon and passed unanimously.

Revenue Commissioner Oline Price presented an ad valorem tax abatement request for WM Renewable Energy. Ms. Price introduced Michael Beedie from the company to provide additional information. Mr. Beedie stated WM Renewable Energy owns and operates the Salem Waste Disposal Center in Lee County and as part of its sustainability initiative, will invest over a billion dollars in the next three to four years in renewable natural gas projects and recycling projects. The first of its kind in Alabama, the proposal is a close to \$57 million dollar investment which will create between 10-15 jobs. It is anticipated the project would start construction in November of this year and be completed by the end of 2025. Judge English asked how many of these type facilities does the company have with Mr. Beedie responding there are a few in the southeast region which is his coverage area. Mr. Leonard Feingold, also with WM, said there are 20 facilities that are either up and running or are under construction, and another 18 that are on the drawing board. Commissioner Cannon made a motion, seconded by Commissioner Langley, to approve the abatement. The motion passed unanimously.

Sheriff Jones presented three special events retail license applications from B & B Beverage Management for one-day events to be held on Friday, September 13, 2024; Friday, September 27, 2024; and Friday, November 1, 2024, all at 21 Acres. Sheriff Jones recommended granting the licenses for the event. Commissioner LaGrand made the following three motions, all seconded by Commissioner Langley, to approve the following Resolutions to approve the applications. The motions carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby approves the special events retail license for B & B Beverage Management for a one-day events on September 13, 2024, at 21 Acres located at 5505 Lee Road 137, Auburn, Alabama.

BE IT RESOLVED, the Lee County Commission hereby approves the special events retail license for B & B Beverage Management for a one-day event on September 27, 2024, at 21 Acres located at 5505 Lee Road 137, Auburn, Alabama.

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BE IT RESOLVED, the Lee County Commission hereby approves the special events retail license for B & B Beverage Management for a one-day event November 1, 2024, at 21 Acres located at 5505 Lee Road 137, Auburn, Alabama.

Sheriff Jones presented an educational reimbursement request from Deputy Hayden Greenlee. Sheriff Jones said the request pertains to the deputies' current position. Commissioner Morris made a motion, seconded by Commissioner Langley, to approve the educational reimbursement requests as presented. The motion carried unanimously.

Ms. Leverette presented a request to amend the Level 2 Advancement Program which came out of the last classification study done several years ago and which had been approved to start effective July 3, 2021. She said the program was designed to provide entry-level positions room for advancement and promotion opportunities based on their employment time with the county and their performance during that time as a way to retain valuable employees in lower entry-level positions at a point where there is no growth. Since the program's inception in 2021, six qualifying positions have been created that need to be added to the list and two positions need to be removed. She said the two positions that need to be removed are compacter operator and disposal site operator, as disposal sites are now closed. The six positions to be added are park maintenance worker; billing clerk; procurement payment specialist; and purchasing agent, payroll accountant and a media community relations specialist for the Sheriff's Office. In addition, two positions listed within EMA - Emergency Management Communication Specialist and Emergency Planner will be corrected to Emergency Management Specialist. She also reiterated that employees can still qualify even if there isn't a level two position in the department's budget. Commissioner Cannon made a motion, seconded by Commissioner Morris, to amend the positions eligible for the Level 2 Advancement Program as presented effective the start of the next pay period, August 24, 2024. The motion passed unanimously.

County Engineer Justin Hardee gave the Commission a brief refresher on Rebuild Alabama and stated there he has heard discussion among the Commissioners about having more of a say in the selection process for road resurfacing projects. Because of that, the information is only being presented for consideration this evening with a vote to occur at the next Commission meeting. Assistant County Engineer Parick Harvill then presented the 2025 County Transportation Plan to meet the requirements of the Rebuild Alabama Act. The 2025 plan consists of 12 different projects, with 11 roads and one roundabout. He explained the process for selection includes having a county employee grade the condition of all the paved roads across the county looking at various factors including a condition grade and traffic count, which are then used to create a weighted grade. He said they start at the top of the list with the worst graded roads, regardless of Commission District, and try to fit the projects with the amount of money available each year. For this year, the Rebuild Alabama Fund generated \$2 million, and he anticipates it will generate \$2 million in FY 2025.

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We're showing \$500,000 in carryover. He said the county has also been in talks with the City of Auburn to work jointly on two of the projects. Mr. Harvill also provided a brief overview on what types of roads the various funds can be used on, stating the FAEF, or Federal Aid Exchange Fund, can only be used on roads classified as major and minor collectors and arterials which are all functionally classified by ALDOT. Local, low-volume roads are not eligible for these particular funds. He said the \$400,000 FAEF funds are being used on Lee Road 400, which is classified as a major collector and the remaining roads on the list are all local roads. Those are the Rebuild Alabama projects that are required to be approved every year by the end of the month of August. Also included in the packet was a listing of all the road projects the Department is looking at doing with its three funding sources. The primary funds used for resurfacing are Rebuild Alabama, Federal Aid Exchange fund and the Triple R fund or what we code as 117 Fund. Those funds can only be used on projects that are resurfacing, restoration and replacement type-projects, with the budgeted funds of \$2.5 million for Rebuild Alabama; \$400,000 for Federal Aid Exchange and the Triple R into two separate accounts with \$1 million to general resurfacing and \$490,000 for federal aid matching for grants or MPO funds. The roads listed are a ranking of the weighted grades for the worst roads and trying to match that to the proper funding. No action was to be taken at this meeting. Commissioner Cannon asked for the district where each of the road projects would be located to be added to the list.

Mr. John McDonald stated it was time to renew the garbage cart collection contract with Arrow Disposal Services, as the current contract ends in February and a contract extension was included in your packets. The six-month notification clause requires a decision by the end of August. A few minor changes were recommended by the County Attorney including a corrected typo and a sentence had been changed to "shall remain in full force and effect" rather than "unchanged." Mr. McDonald said the Environmental Services Department is requesting the Commission to grant the Chairman approval to sign an extension of the contract that would renew it for another three-year term. Ms. Leverette said there had been discussion on the possibility of starting cart collection and asked if there was a cart collection fee in the agreement. Mr. McDonald said there was a re-delivery fee but not a collection fee, but it was his understanding that was something that could be done with an amendment to the contract. Commissioner LaGrand said he had heard complaints from citizens, so for the contract to be extended, that a closer relationship would be developed with Arrow. Gentry Shows with ASDI asked that anyone please contact his office for any citizen complaint so they could address the situation. Commissioner Cannon said there had been discussion on bidding out the billing portion. He stated he would like to wait until the next meeting to vote on this issue in order to receive clarification on that topic.

There being no further action, Commissioner Langley made a motion, seconded by Commissioner Long, for the Commission to adjourn into a budget work session at 6:25 p.m.

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The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, August 26, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected officials in attendance: Sheriff Jay Jones, District Attorney Jessica Ventiere, Revenue Commissioner Oline Price and Coroner Daniel Sexton. News media in attendance: Observer news reporter Hannah Goldfinger and Opelika-Auburn news reporter Alex Husting.

Jimmie Dickie asked that the East Alabama Mental Health presentation be moved to the next meeting.

Judge English recognized Commissioner Gary Long with a longevity award which was presented at the ACCA Annual Conference in Orange Beach for his 16 years of service as a county commissioner. Judge English said Commissioner Long was unable to attend the conference, so he wanted to present it to him at the meeting.

Judge English recognized Sheriff Jones since today is his 70th birthday, everyone wished Sheriff Jones a “Happy Birthday”.

District Attorney Jessica Ventiere first thanked the Commission for their funding support for her office. Mrs. Ventiere said funding received last year was allocated to support staffing; the \$50,000 helped cover 31.5% of the salary for a Juvenile Court Assistant District Attorney. The Juvenile ADA positively impacts our juvenile court program. Mrs. Ventiere said the funding is critical in continuing their efforts to support the position. Mrs. Ventiere asked the Commission to consider allocating an additional \$10,750 for other juvenile programs including Juvenile Drug Initiative Program, truancy prevention, and Juvenile mental health support. Mrs. Ventiere said presented several statistics showing the need for the services saying there were 307 vape pens recovered on school grounds with the youngest being a third grader. Mrs. Ventiere said there were 52 other drug offenses outside schools. Judge English asked what other funding is available besides the request to the Commission. Mrs. Ventiere said they have several grants including Helping Families Initiative and a mental health grant. Judge English asked what percentage is funded by the State. Mrs. Ventiere said 25% with a total overall budget for the District Attorney’s Office of \$2 million with the greatest expense being salaries. She said the state funding doesn’t even cover all the salaries. Judge English questioned the total number of staff in the DA’s Office. Mrs. Ventiere said she has 27 employees. Commissioner Morris asked Mrs. Ventiere if she is again requesting \$50,000 as allocated last year plus an additional \$10,750 for the juvenile program. Mrs. Ventiere concurred.

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IT Director Amanda Sides gave a presentation on the new county website saying it is ADA Compliant and is more user friendly with cell phones, since today most people use cell phones instead of computers. Mrs. Sides said she and her staff, mainly Savanna Cooper and Naudia Henry, have been working diligently over the last year working to update the website. Mrs. Sides said they took pictures of historic places around the county and expanded on the information already included even adding interactive maps. Mrs. Sides said if the Commission would like to send their own pictures or other biographical information to her, she will add it. Commissioner Long questioned if access to Volunteer Fire Departments is available. Mrs. Sides said she could add a link to them. Mrs. Leverette said if any Commissioner has other suggestions, please email them to Mrs. Sides. Judge English complimented the staff saying they reached out to each department for input and took considerable time with the departments. Judge English and the entire Commission thanked Mrs. Sides and her staff for the website updates.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing and a copy of the August 12, 2024 minutes was emailed to each Commissioner prior to the meeting. Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to approve the consent agenda items as provided. The motion carried unanimously.

Judge English opened the floor to a Public Hearing on the proposed county right-of-way vacation of Lee Road 57A. After noting there was no one in attendance, Assistant County Engineer Patrick Harvill asked the Commission if they desire to vacate the right-of-way, then the Commission needs to approve the following Resolution and authorize the Chairman to execute a quitclaim deed releasing the County's rights to the abutting property owners. Commissioner LaGrand made a motion, seconded by Commissioner Long to approve the following Resolution and authorize the Chairman to execute a quitclaim deed releasing the County's rights to the abutting property owners as presented. The motion carried unanimously.

Attorney Walter Northcutt thanked County Attorney Stan Martin and Mr. Harvill for their help saying each did a great job. Judge English concurred that the process is cumbersome on the front end.

RESOLUTION VACATING LEE ROAD 57A

WHEREAS, Henry L. Yancey, Jr., James E. Washington, Patricia Wilson and Franklin Lockhart owners of all of the real property abutting or in any way served by the property hereinafter described and the road, street or highway situated thereon, and own all the lands abutting on or touching said property, and are desirous of vacating said public road, street, highway or right-of-way over and across the property herein described, to-wit:

LEE ROAD 57A

Commence at the northwest corner of Section 32, T-19-N, R-25-E, Lee County, Alabama and run East 1864.4' to a point; thence run S00°20'E 1355.2' to an iron pin; thence run S89°39'00"E 727.40' to an iron pin on the westerly margin of Lee

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Road 57; thence run S00° 36'00"W 67.30' along said margin to an iron pin and the POINT OF BEGINNING of the property herein to be described; from said POINT OF BEGINNING, thence run S00°36'00"W 24.00' along said margin to an iron pin; thence leaving said margin, run N89°20'00"W 436.50' to an iron pin; thence run N00°26'00"E 23.9' to a spindle; thence run S89°20'47"E 436.57' to an iron pin and the original POINT OF BEGINNING.

The above-described property is located in Section 32, T-19-N, R-25-E, Lee County, Alabama.

WHEREAS, the Lee County Commission is the governing body of Lee County, Alabama; and

WHEREAS, heretofore, the Owners have executed and submitted to the Lee County Commission (a) a written Declaration of Vacation (herein referred to as the "Declaration of Vacation") and (b) a written Petition for Approval of, and Assent to, Vacation of Lee Road 57A (herein referred to as the "Petition") (complete, correct, full, genuine and true copies of which are attached hereto as Exhibits "1" and "2," respectively, and by this reference are incorporated herein) evidencing the Owners' desire and intent that Lee Road 57A be vacated, thereby divesting from the County and the public any and all interest in Lee Road 57A which heretofore may have been acquired by or dedicated to the County and the public by virtue of plat, prescription, public use or otherwise; and

WHEREAS, due and proper notice of the hearing on this vacation has been given by (a) notice to the utility companies (b) posting at the Lee County Courthouse, (c) mailing to all abutting property owners, namely, Henry L. Yancey, Jr., James E. Washington, Patricia Wilson and Franklin Lockhart all in the form, substance and time periods required by applicable law; and

WHEREAS, the County Commission finds:

- (1) that the names of the owner or owners of the lots or parcels of land abutting the streets are: Henry L. Yancey, Jr., James E. Washington, Patricia Wilson and Franklin Lockhart i.e. the Owners;
- (2) that there are no other owners of lots or parcels of land abutting Lee Road 57A which will be cut off from access thereby over some other reasonable and convenient way;
- (3) that it is in the interest of the public that Lee Road 57A be vacated;
- (4) that Lee Road 57A is no longer needed for public purposes;
- (5) that the retention of Lee Road 57A will not benefit the County or the public;
- (6) that vacation of Lee Road 57A will not deprive other property owners of such right as they may have adequate, convenient and reasonable means of ingress and egress to and from their respective real properties, which such right is afforded by an Ingress and Egress Easement being more specifically described in Exhibit A attached hereto; and
- (7) that no owner of real property served by Lee Road 57A objects to the vacation of the same.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Commission:

1. That the Lee County Commission does hereby approve of and assent to the

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Owners' Declaration of Vacation and the Petition, and does hereby vacate Lee Road 57A so that Lee Road 57A be, and the same is hereby, vacated, thus divesting from the County and the public, and investing into the Owners, any and all right, title, claim and interest of the County and of the public in and to Lee Road 57A which heretofore may have been acquired by or dedicated to the County and the public by virtue of prescription, public use or otherwise.

2. That Lee County, Alabama does hereby remise, release, and quitclaim to the aforesaid Owners whatever right, title, and interest Lee County may have acquired in the property by virtue of any means, and that Bill English, Chairman of the Lee County Commission, is authorized to execute and deliver a Quitclaim Deed to the forenamed Owners or persons carrying out the intention of this paragraph and the Chief Administrator Officer of the Lee County Commission be and is hereby authorized and directed on behalf of Lee County to attest to the same.
3. That the Declaration of Vacation does not deprive other property owners of such right as they may have to adequate, convenient and reasonable means of ingress and egress to and from their respective real properties, which such right is afforded by and Ingress and Egress Easement being more specifically described in Exhibit A attached hereto.
4. That a copy of this Resolution, certified by the Chief Administrative Officer or other clerk or ministerial officer in charge of the records of the County, shall be attached to, filed and recorded with the Declaration of Vacation in the Office of the Judge of Probate of Lee County, Alabama, by Owners at Owners' expense.
5. That, upon recordation in the Office of the Judge of Probate of Lee County, Alabama, (a) the Declaration of Vacation and the Petition, together with a certified copy of this Resolution, shall operate to destroy by the force and effect of the dedication of Lee Road 57A and to divest all public rights, including any rights which may have been acquired by plat, prescription, public use or otherwise in and to the same, and (b) title and all public rights, including the right to close, Lee Road 57A hereby vacated shall vest in the Owners.
6. That notice of adoption of this Resolution and vacation of Lee Road 57A shall be published in *The Opelika Observer* no later than fourteen (14) days after the adoption of this Resolution, all in the form and substance required by applicable law.

Adopted this the 26th day of August, 2024.

Commissioner Morris said he failed to realize there was no motion at the last meeting on raises for the appointing authorities who warranted them. So, he said he would like to provide raises to the appointing authorities that are warranted a raise based on their performance evaluations as per the county policy. Commissioner Langley questioned if it is based on their current evaluations. Judge English concurred saying it was the ones discussed at the last meeting. Commissioner Morris made a motion, seconded by Commissioner Cannon, to provide raises to

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those appointing authorities who merited a raise based on their performance evaluations according to county policy. The motion carried on a vote of 4-1 with Commissioner Langley voting “No.”

Next, County Administrative Officer Holly Leverette presented the Broadband Expansion Grant Phase III award. Mrs. Leverette said this is identical to the Phase I project which was withdrawn after Point Broadband withdrew their proposal. Mrs. Leverette said this time proposals were received from two vendors, Spectrum and AT&T, and after review by a panel they determined Spectrum was the clear choice. During the meeting, Mrs. Leverette presented location maps of the project. Mrs. Leverette said the project will entail 9.1 miles with 89 households eligible to be serviced if they choose to pay for the service. Mrs. Leverette said the project totals \$575,760 with ARPA Funds of \$415,203.92 and Spectrum funding of \$160,556.08. Further, Mrs. Leverette said Taylor Vice of Spectrum was in attendance to address any questions. Mr. Vice first said it was a joy working with Mrs. Leverette and her staff. Commissioner Cannon questioned how soon the project would begin. Mr. Vice said it could begin as soon as contracts are signed. Mrs. Leverette said she can get the paperwork ready to sign this week. Commissioner LaGrand questioned how long it will take to complete the project. Mr. Vice said is it not a big project so it should not take that long to complete after the contract is received. Commissioner LaGrand made a motion, seconded by Commissioner Cannon, to authorize the Chairman to sign the Resolution to award Spectrum Southeast LLC the Broadband Expansion Grant Phase III. The motion carried unanimously.

**RESOLUTION AWARDING LEE COUNTY AMERICAN RESCUE PLAN ACT (ARPA)
FUNDED BROADBAND EXPANSION GRANTS**

WHEREAS, Lee County, Alabama has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, following completion of a broadband feasibility study performed to identify priority unserved and underserved areas where the county should expand broadband fiber optic infrastructure, the Lee County Commission voted unanimously at its regular meeting June 12, 2023, to allocate up to \$4,392,071.00 of ARPA funds for the expansion of broadband fiber optic infrastructure in unserved and underserved portions of Lee County; and

WHEREAS, at its regular meeting on June 10, 2024, the Lee County Commission unanimously approved the advertisement and solicitation of the third phase of grant applications to be funded with ARPA funds, to the unserved or underserved areas in the Loachapoka Region; and

WHEREAS, following the Commission’s approval, the broadband expansion grant applications were advertised and solicited with an application deadline submission date of July 19, 2024; and

WHEREAS, two grant applications were received by the submission deadline; and

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WHEREAS, following receipt of the above-referenced grant applications, a team of county officials and employees carefully reviewed and scored each regional application received based upon the objective criteria in the application, and following said review unanimously determined Spectrum Southeast, LLC is qualified to perform and complete the work and services required to complete the Phase III Loachapoka Project and has recommended that the Lee County Commission award the solicited broadband expansion grant in the amount of \$415,203.92; and

WHEREAS, the Commission hereby approves the recommendation of the evaluation team and further finds that expenditure of previously allocated funds to support this project represent an eligible, reasonable, and proportionate expenditure of the County's ARPA funds.

THEREFORE, BE IT RESOLVED BY THE LEE COUNTY COMMISSION THAT:

1. Based upon the recommendations of the review team as set out above, the Commission hereby approves a broadband expansion grant in the amount of \$415,203.92 to Spectrum Southeast, LLC for the Loachapoka Region as set out and proposed by the Lee County Commission in its grant application.

2. Upon confirmation and agreement on all terms and conditions, the Lee County Commission shall enter into written agreements with Spectrum Southeast, LLC, memorializing the terms and conditions of the respective grant projects including, but not limited to, agreement to comply with the projects as set out in the grant applications and all federal rules and regulations for project execution and reporting.

3. The Chairman of the Commission is hereby delegated the authority to execute a subrecipient agreement with Spectrum Southeast, LLC, provided that the subrecipient agreement is consistent with this resolution, state and federal law, and the ARPA terms and conditions.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the August 26, 2024, meeting of the Lee County Commission.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its chairman on this the 26th day of August 2024.

Environmental Services Director John McDonald presented a three-year contract renewal with Arrow Disposal Service, Inc. for residential solid waste collection and transport. Mr. McDonald said this will extend the contract an additional three years from February 28, 2025 to February 29, 2028. Commissioner Cannon made a motion, seconded by Commissioner Morris, to authorize the Chairman to sign the three-year contract extension. The motion carried on a vote of 4-1 with Commissioner LaGrand voting "No".

EXTENSION OF CONTRACT

This extension of contract ("Extension") is made this 26th day of August, 2024, for the purpose of extending the Contract for Residential Solid Waste Collection and Transport, said Contract having been entered into originally on November 19, 2021 ("Original Contract") between Lee County, Alabama ("the County") and Arrow Disposal Service Incorporated ("the

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Contractor”), collectively referred to as “the Parties”.

WHEREAS, the initial term of the Original Contract for Residential Solid Waste Collection and Transport is set to expire at midnight February 28, 2025; and

WHEREAS, the County and the Contractor hereby agree to the following:

1. In accordance with Section 7 “Option to Renew”; the parties agree to extend the Contract for (1) one additional (3) three-year term, which shall begin on March 1, 2025 and shall end on February 29, 2028.
2. All other terms and conditions of the Original Contract shall remain in full force and effect.

Next, Mr. McDonald presented a contract renewal with GFL Environmental Inc. for disposal of solid waste. Commissioner Langley made a motion, seconded by Commissioner Cannon, to authorize the Chairman to execute the contract renewal with GFL Environmental Inc. for disposal of solid waste as presented. The motion carried unanimously.

AMENDMENT TO CONTRACT FOR DISPOSAL OF SOLID WASTE

This Amendment to Contract for Disposal of Solid Waste dated March 7, 2014 between GFL Environmental Inc., a corporation (the “Service Provider”), and Lee County, Alabama, a political subdivision of the State of Alabama (the “User”). This Amendment is dated the 26th day of August, 2024, with an effective date of February 28, 2025.

WITNESSETH

WHEREAS, Advanced Disposal Services Alabama, LLC and the User entered into a Contract for Disposal of Solid Waste on March 7, 2014;

WHEREAS, said Contract was amended by Amendment dated August 8, 2022 with an effective date of February 28, 2023;

WHEREAS, the Contract dated March 7, 2014 was assigned to Waste Management, Inc., which later assigned the Contract to GFL Environmental Inc., which is the current Service Provider, on October 30, 2020;

WHEREAS, the Service Provider owns and operates the transfer station in Opelika, Lee County, Alabama;

WHEREAS, the current term ends on February 28, 2025, and both parties wish to renew the Contract;

WHEREAS, both parties want the previous term and conditions of the Contract dated March 7, 2014 and the Amendment dated August 8, 2022 to remain in full force and effect, except that this current renewal shall end at midnight on February 29, 2028.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Service Provider and the User agree as follows:

1. The parties have properly notified each other of their intention to renew the Contract dated March 7, 2014, as amended on August 8, 2022, and the parties waive any claim of any sort that such intention was not given by mutual written consent at least one hundred eighty (180) days prior to the end of the current term of the Contract, being

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February 28, 2025.

2. The Contract renewal period for this next renewal shall be for three (3) years, that is, from February 28, 2025, until midnight on February 29, 2028.
3. Any successive renewal terms of the Contract, that is, after February 28, 2025, shall be for three (3) years.
4. All other terms and conditions of the Contract dated March 7, 2014, as amended on August 28, 2022, shall remain in full force and effect.
5. This Amendment was approved by the Lee County Commission in its regular meeting on August 26, 2024, and the Chairman of the Lee County Commission, Bill English, was authorized to execute this Amendment on behalf of the User. Carney Sharpe is the General Manager for the Service Provider, and he is fully authorized to execute this Amendment on behalf of the Service Provider.

IN WITNESS WHEREOF, the Service Provider and the User have caused this Amendment to Contract for Disposal of Solid Waste to be executed by their duly authorized representatives as of the date first written above.

Ms. Susan Ham-Mims was not in attendance on the access issue on Lee Road 279.

Sheriff Jones presented a Retail Beer and Retail Table Wine License for Family Dollar Stores of Alabama LLC located in District 4. Sheriff Jones said there were no objections to the issuance of the license. Commissioner Langley made a motion, seconded by Commissioner Cannon, to approve the Retail Beer and Retail Table Wine License for Family Dollar Stores of Alabama LLC. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby approves the Retail Beer and Retail Table Wine license for Family Dollar Stores of Alabama LLC located at 2300 Lee Road 112, Opelika, Alabama.

Next, Sheriff Jones presented a Special Events Retail License for Premium Pours LLC for two events to be held in District 5. Sheriff Jones said it is for three separate one-day events to be held on September 6 and September 20 at Twenty-One Acres and an event on September 27 at Stone and Ivey. Commissioner LaGrand made a motion, seconded by Commissioner Langley, to approve the following Resolutions for the two events at Twenty-One Acres. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby approves the Special Events license for Premium Pours LLC for one-day events on September 6, 2024 and September 20, 2024 at Twenty-One Acres located at 5535 Wire Road, Auburn, Alabama.

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Sheriff Jones presented a Special Events Retail License for Premium Pours LLC located in District 4. Sheriff Jones said it is for a one-day event to be held on September 27 at Stone and Ivey. Commissioner Langley made a motion, seconded by Commissioner LaGrand to approve the following Resolution for the event at Stone and Ivey. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby approves a Special Events license for Premium Pours LLC for a one-day event on September 27, 2024 at Stone and Ivy located at 2611 Columbus Parkway, Opelika, Alabama.

Sheriff Jones presented an educational reimbursement request from Lieutenant Pamela Revels. Sheriff Jones said the courses pertain to her current position. They are: 1) Public Administration Ethics, Statesmanship and Governance (PADM 700-BO3); and 2) Human Resources and the Legal and Regulatory Context of Public Administration (PADM 704-DO2). Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the educational reimbursement request as presented. The motion carried unanimously.

Revenue Commissioner Oline Price presented the results of Bid #2024-10 for Automated Payment Kiosks to be located at the Courthouse and the Auburn Satellite Office. Mrs. Price said her department sent invitations to three vendors and only one bid was returned. Mrs. Price said that AdComp Systems Group of Lewisville, Texas presented a bid for \$25,276/per unit. Mrs. Price said she will purchase two kiosks; one will be placed at the Courthouse and the other one will be located at the Auburn Satellite Office. Commissioner Long questioned if one will be placed in Smiths Station. Mrs. Price said she was waiting to see what is going to be done in Smiths Station, but she does have plans to put one there as well. Mrs. Price said it is not a budgeted purchase, it will be paid out of her Special Motor Vehicle Technology Fund. Mrs. Price recommended the Commission award the bid for the automated payment kiosks to the lone bidder AdComp Systems. Commissioner LaGrand made a motion, seconded by Commissioner Long, to award Bid #2024-10 to AdComp Systems for an automated payment kiosk at a cost of \$25,276/per unit or a total of \$50,552 for two units. The motion carried unanimously.

Patrick Harvill discussed the FY2024 Safe Streets and Roads for All grant application. Mr. Harvill said the Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary grant program which funds initiatives to prevent roadway deaths and serious injuries. Mr. Harvill said the deadline for application submission is Thursday, August 29, 2024. Mr. Harvill explained that to be eligible for an implementation (i.e. construction) grant, the Highway Department must first develop a Comprehensive Safety Action Plan that meets all criteria set forth by the US Department of Transportation. The development of this plan is eligible for SS4A funding via a planning grant, which is what the Highway Department is seeking this application cycle. Mr. Harvill said it is an 80/20 match; if awarded \$240,000 of SS4A

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Planning Grant funds, the county will provide 20% or \$60,000 in matching funds. Mr. Harvill said a copy of the letter was enclosed in the packets which will be submitted for consideration. Commissioner Long made a motion, seconded by Commissioner Langley, to authorize the Chairman to sign the letter of intent to develop a compliant Comprehensive Safety Action Plan. The motion carried unanimously.

Next, Mr. Harvill presented Lee County's FY2025 County Transportation Plan (CTP) for allocation of the Rebuild Alabama and Federal Exchange funds. Mr. Harvill said after initially submitting the CTP at the last Commission meeting, the Highway Department recommends moving forward with the projects outlined in the CTP. The roads were identified as priorities based on the condition of the road and the amount of traffic they carry. The list includes: 1) resurfacing of 11 roads, and 2) construction of a roundabout at the intersection of Lee Road 146 and Lee Road 54. The total project is estimated at \$2,864,881.90 for a total of 7.745 miles. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve Lee County's FY2025 County Transportation Plan for allocation of the Rebuild Alabama and Federal Exchange Funds. The motion carried unanimously.

Next, Mr. Harvill presented a request to authorize Judge English to execute the Federal Aid Agreement and Resolution for the resurfacing of Lee Road 137 from the Macon County line to Chadwick Lane (3.352 miles). The Federal Aid Agreement and Resolution are typically executed prior to the construction; however, Lee County received these documents from ALDOT on Tuesday, August 6, 2024, even though the project has already been completed. Commissioner Morris made a motion, seconded by Commissioner LaGrand, to authorize Judge English to execute the Federal Aid Agreement and Resolution.

RESOLUTION

BE IT RESOLVED, by the Lee County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Widening and resurfacing on Wire Road (CR-137) from the Macon County line to Chadwick Lane; Project#STPSU-4123(250); LCP41-137-22; CPMS Ref#100070043.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

**CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT
BETWEEN THE STATE OF ALABAMA AND THE LEE COUNTY COMMISSION
PART ONE (1): INTRODUCTION**

This agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and

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the Lee County Commission, Alabama (FEIN 63-6001601) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and resurfacing on Wire Road (CR-137) from the Macon County line to Chadwick Lane; Project#STPSU-4123(250); LCP 41-137-22; CPMS Ref#100070043.

NOW, THEREFORE, it is mutually agreed between the State and the County as follows:

PART TWO (2): FUNDING PROVISIONS

- A. Project Funding:** The State will not be liable for Federal Aid Funds in any amount. The project will be limited to \$732,673.18 Federal funds unless the Auburn/Opelika Area Metropolitan Planning Organization agrees, subject to the approval of the State, to reprogram the allocated Federal funds for the Auburn/Opelika Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the County from County funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B.** The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Auburn/Opelika Area Dedicated)	\$ 732,673.18
County Funds	<u>\$ 183,168.30</u>
TOTAL (Incl CE&I & Indirect Cost)	\$ 915,841.48

It is further understood that this is a cost reimbursement program, and no federal funds will be provided to the County prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any costs incurred by the County relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the County.

- C. Time Limit:** This project will commence upon written authorization to proceed from the State directed to the County.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for reallocation. A time extension may be approved by the IARB upon formal requests by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the State for re-allocation. A time extension may be approved by the State upon formal request by the applicant.

Failure to meet other project milestones, as set forth in the TAP Guidelines, may

result in an approved allocation being returned to the State.

PART THREE (3): PROJECT SERVICES

- A.** The County will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.
- All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the County in accordance with applicable Federal and State laws, regulations, and procedures. Any exceptions to this requirement must be approved by the State in writing prior to incurring costs for which reimbursement is requested by the County. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.
- Acquisition of real property by the County as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws. Any property or property interests acquired shall be in the name of the County with any condemnation or other legal proceedings being performed by the County. The County shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Process for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.
- No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the State or FHWA. The State or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the County from the sale or lease of property.
- B.** The County will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C.** The County will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with County forces or with a consultant approved by the State. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.
- If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the County will develop and submit to the State a project budget for approval. This budget will be in such form and detail as may be required by the State. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each

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activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the County seeks reimbursement must be included in a budget approved by the State in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the State in writing, in order to successfully carry out the project. However, under no circumstances will the County be reimbursed for expenditures over and beyond the amount approved by the State.

The County will undertake the project in accordance with this Agreement, plans approved by the State and the requirements, and provisions, including the documents relating thereto, developed by the County, and approved by the State. The plans including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the County that failure of the County to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the State in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the County letting the contract.

- D. The County will furnish all construction engineering for the project with County forces or with a consultant approved by the State as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 8% without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The County may request the use of an approved third-party materials inspection and testing provider, as approved by the State.

PART FOUR (4): CONTRACT PROVISIONS

- A. The County shall not proceed with any project work covered under the provisions of this Agreement until the State issues written authorization to the County to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to contract by the State, the State will be responsible for advertisement and receipt of bids and the award of the Contract. Following receipt of bids and prior to the award of the Contract, the State will invoice the County for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The County shall pay this amount to the State no later than 30 days after the date bids

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are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the County, the County shall comply with all Federal and State laws, rules, regulations, and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The County will, when authorized by the State, solicit bids and make awards for construction and/or services pursuant to this Agreement. The County shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the State. Following receipt of bids, the County will provide all bids to the State with a recommendation of award. The County shall not award the contract until it has received written approval from the State.

For projects with approval by the State to use County forces, the Construction for the project will be performed by the County at actual costs for labor, materials, and equipment, as approved by the State.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C.** If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The County will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit and license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D.** The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

- E.** The County shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of

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Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its officers, officials, agents, servants, & employees.

- F.** The County will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the County, its agents, servants, employees or facilities.
- G.** Upon completion and acceptance of this project by the State, the County will assume full ownership and responsibility for the portion of the project work on County right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A.** The County will, when appropriate, submit reimbursement invoices to the State for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the State and will be submitted through the Region Engineer for payment. The County may invoice the State not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the State of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B.** The County will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the State.
- C.** The County will establish and maintain a cost accounting system that must be adequate and acceptable to the State as determined by the auditor of the State. All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the State. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

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The County will report to the State the progress of the project in such manner as the State may require. The County will also provide the State any information requested by the State regarding the project. The County will submit to the State financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the State.

The County will permit the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The County will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the County will give its full cooperation to those persons or their authorized representatives, as applicable.

The County will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D.** The County will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E.** Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F.** An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A.** By entering into this Agreement, the County is not an agent of the State, its officers, employees, agents or assigns. The County is an independent entity from the State, and nothing in this Agreement creates an agency relationship between the parties.
- B.** It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C.** By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly

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employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- D.** No member, officer, or employee of the County, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E.** The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F.** This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G.** Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H.** **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The recipient of funds under the terms of this Agreement agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts. Failure of a recipient of funds under the terms of the Agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this Agreement shall constitute a breach of contract, and may result in termination of the contract by the State, or such other remedy may be undertaken by the State as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The State has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

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- b. The State has the right to terminate this Agreement at its sole discretion without cause and make settlement with the County upon an equitable basis. The value of the work performed by the County prior to the termination of this Agreement shall be determined. In determining the value of the work performed, the State shall consider the following:
 - 1. The ratio of the amount of work performed by the County prior to the termination of the Agreement to the total amount of work contemplated by this Agreement less any payments previously made.
 - 2. The amount of the expense to which the County is put in performing the work to be terminated in proportion to the amount of expense to which the County would have been put had he been allowed to complete the total work contemplated by the Agreement, less any payments previously made. In determining the value of the work performed by the County prior to the termination, no consideration will be given to profit, which the County might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the County, the value of the work performed by the County prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this Agreement.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered in this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the Agreement be terminated due to default by County, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the County for itself, its assignees and successors in interest agree as follows:

a. Compliance with Regulations

The County will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of

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the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities: including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)'
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environments effects on minority and low-income populations;
- Executive Order 13166, Improved Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the County agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The County will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The County will comply with all provision of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontractor, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the County of the County's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The County will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance In the event of the County's noncompliance with the nondiscrimination provisions provided for herein, the State shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. Withholding of payments to the County under contract until the County complies, and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The County will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The County will take such action with respect to any subcontract, procurement, or lease as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a County becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the County may request the State to enter into such litigation to protect the interest of the State.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42

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U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the County agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The State’s cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this Agreement, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The County shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The County specifically agrees that this Agreement shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the State beyond the moneys available for this purpose.

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- b. The County, in accordance with the status of County as an independent contractor, covenants and agrees that the conduct of County will be consistent with such status, that County will neither hold County out as, or claim to be, an officer or employee of the State by reason hereof, and that County will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or an Federal employment law. This paragraph also applies in like manner to the employees of County.

COUNTY'S CERTIFICATIONS

The County by acceptance of this contract certifies that the rates or composition of cost noted in Article IV – PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the County. The County agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the County at the time of execution of the Agreement. The County agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The County agrees that the per diem rate will be limited to the rate allowed by the State at the time of execution of the Agreement. The County agrees that a meal allowance shall be limited to County employees while in travel status only and only when used in lieu of a per diem rate.

The County shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of the Alabama Department of Transportation. The County agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative Agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

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- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in this Agreement shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this Agreement, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

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TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this Agreement is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The State and County acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the State, County, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The County agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Last, Mrs. Leverette presented an ARPA Subrecipient Grant request from Loachapoka Water Authority for a new infrastructure project for the remainder of the Loachapoka Water Authority's allocation of \$328,520.98. Mrs. Leverette explained that it is not an entirely new project, but rather a portion of one of the projects that was initially included in the first round of applications, but later removed. The project would upgrade pipes on Lee Road 61 to 12" lines, including two-paved road crossings and all appurtenances necessary to connect to the existing 12" water main. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the remaining portion up to \$328,520.98 of the Loachapoka Water Authority's allocation as presented and authorize the Chairman to sign the Resolution and enter into the subrecipient agreement. The motion carried unanimously.

**RESOLUTION TO AUTHORIZE THE ALLOCATION OF
AMERICAN RESCUE PLAN ACT FUNDS FOR ELIGIBLE
WATER INFRASTRUCTURE PROJECTS**

WHEREAS, Lee County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with State and Federal laws; and

WHEREAS, ARPA funds may be used for necessary investments in water and sewer infrastructure ("eligible water and sewer ARPA infrastructure projects"); and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to municipalities, water and sewer authorities, and other public third-party providers ("third-party providers") in order to make these necessary investments; and

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WHEREAS, consistent with Code of Alabama (1975) §11-88-13, the County may provide funds to a water authority to provide for the planning, development, undertaking, construction, extension, improvement, operation, or protection of water systems; and

WHEREAS, the Loachapoka Water Authority has requested funds to complete a water main project on Lee Road 061; and

WHEREAS, with assistance from a third-party consultant, the County has confirmed that this project represents an eligible use of APA funds; and

WHEREAS, the County desires to enter into a subrecipient agreement with Loachapoka Water Authority, a public water authority, to carry out the ARPA infrastructure project for a public purpose; and

WHEREAS, the County has determined that the projects are a necessary, eligible, and reasonable use of these funds; and

WHEREAS, the County will conduct a satisfactory risk assessment of Loachapoka Water Authority and develop a monitoring plan for the ARPA infrastructure project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1) The County hereby conditionally allocates up to \$328,520.98 of its ARPA funds to Loachapoka Water Authority to be distributed to cover part or all of the costs associated with the upgrade of pipes on Lee Road 061 to 12" lines, including two paved road crossings and all appurtenances necessary to connect to the existing 12" water main.

2) This allocation is conditioned upon meeting federal requirements as set forth in paragraph 3 and further review of cost estimates of the project.

3) Following the successful completion of a risk assessment and development of a monitoring plan, the County is hereby directed to negotiate with the Loachapoka Water Authority to establish a subrecipient agreement for the above-referenced project consistent with this resolution and the terms of conditions of the County's ARPA Award.

4) The Chairman is hereby delegated to enter into the subrecipient agreement if the agreement is consistent with this resolution and if, in his discretion, the terms and conditions are in the best interest of the County.

5) Upon execution of the subrecipient agreement, the Chairman is hereby authorized to expend ARPA funds for costs of the projects in accordance with the terms of this Resolution and the subrecipient agreements.

6) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any cost associated with the projects that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its chairman on the 26th day of August, 2024.

At approximately 6:15 p.m. Commissioner Cannon made a motion, seconded by Commissioner Morris, to adjourn into a budget work session. Judge English said there would be a 10-minute recess before the work session begins. The motion carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR SESSION, SEPTEMBER 9, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, September 9, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected officials in attendance: Sheriff Jay Jones. News media in attendance: Opelika-Auburn news reporter Alex Husting.

Jimmie Dickie gave a presentation on East Alabama Mental Health, first by saying their name has changed to Integrea Community Mental Health System. Mr. Dickie thanked the Commission for allowing him to speak before them and thanked them for their continued support. Mr. Dickie gave a brief overview of the history of Lee County Mental Health Center which began in 1960 as a private nonprofit organization. In 1967 the Alabama Legislature passed Act 310, creating an official mechanism for municipalities and localities to jointly incorporate public nonprofit community mental health centers with the purpose of contracting with the Alabama Department of Mental Health to serve the comprehensive needs for specific geographical areas. That process was completed in 1973, and the East Alabama Mental Health Board was formed. Mr. Dickie said the designated catchment area includes Lee, Russell, Chambers and Tallapoosa counties. The original incorporators, which included Lee County, each appoint three members to the governing Board of Directors. The Board of Directors, through the executive committee, delegates daily operation of the system of care to the chief executive director. Mr. Dickie said as the demand for mental health services from individuals and community partners has grown exponentially over the past several years, one of their chief tasks became improving visibility. The goal is to ensure that those who need us know what is offered and how to efficiently and effectively access services. As of August 1, they began doing business as Integrea Community Mental Health System. The name Integrea was chosen to emphasize integration of services. Mr. Dickie said to achieve the greatest outcomes possible, a comprehensive array of integrated services in integrated settings must be offered. Mr. Dickie said they provide and integrate a full range of mental health and substance use services, and do not refuse services to anyone based on a lack of insurance, inability to pay, or because individuals' needs may be too severe or intense. Mr. Dickie said while they do operate some programs targeted toward special populations, they serve the community across the entire lifespan. Mr. Dickie said their services include: 8 outpatient offices; 19 residential facilities; 60 schools; an inpatient stabilization facility; and 2-day treatment facilities. Mr. Dickie said the following numbers shows services provided to Lee County residents over the past 12 months, they include: 1) the organization serviced 4,234 Lee County residents (and their families); 2) provided 1,328 inpatient bed days at the crisis stabilization unit; 3) provided more than 15,000 hours of outpatient clinical services and more than 2,000 hours of outpatient psychiatric services; 4) secured funding effective October 1, 2024 to operate the Stepping Up Program with the goal of reducing recidivism and instances of inappropriate incarceration; 5) expanded access to 24-hour crisis care through mobile crisis teams and emergency services; and 6) 49% of the Lee County citizens served have no insurance, and very limited ability to pay for the services received, which leaves unreimbursed, uncompensated

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care of more than \$1.4 million. Mr. Dickie said their primary goal over the next two to five years is to invest intentionally in further developing and expanding the continuum of services, where significantly increased demand has resulted in inefficient and inappropriate utilization of other community resources. Last, Mr. Dickie said their specific strategies include: 1) being a crisis and diversion center; 2) implementation of the Certified Community Behavioral Health Clinic (CCBHC) model; and 3) expanding the substance use system of care. Judge English thanked Mr. Dickie for the presentation saying he understands and is involved daily with these services through Probate Court.

Jennifer Tidwell of Valley Haven School said on behalf of their Director Craig Brown he wanted to thank the Commission for their continued support over the last 30 years. Ms. Tidwell said she is over the Early Intervention program at the school. Ms. Tidwell said that currently 26 of the 54 adults at the school are from Lee County. Ms. Tidwell said the funds the Commission allocates helps the school receive Federal funding. Ms. Tidwell said the school provides activities for the students, such as a yearly prom, sports which includes both a basketball and a baseball team. Lastly, Ms. Tidwell said the school provides services for students from Lee, Randolph and Chambers counties.

EMA Director Rita Smith said she has two items. First, she invited everyone to attend the groundbreaking ceremony for the Smiths Station Community Safe Room on Thursday, September 12, 2024 at 10 a.m. ET/ 9 a.m. CT at 2336 Panther Parkway.

Next, Mrs. Smith introduced Leigh Krehling with the City of Opelika, Allison Duke with the Opelika Police Department and Jessica Henderson of the Lee County Sheriff's Office as members of the Lee County Public Information Officers Task Force. Mrs. Smith said they all attended the National Information Officers Association's Annual Conference August 25–28, 2024 in Clearwater, Florida. Mrs. Smith said she and Mrs. Krehling were invited to speak at the conference on Lee County's 2019 tornadoes, saying her expenses were paid for being on the agenda. Mrs. Smith said the main question they were asked was how the news media was kept outside the damaged area. Mrs. Smith said she told them Sheriff Jones and his staff handled that, and there were no problems with it. Mrs. Smith recognized Mrs. Kehling who said it is an honor to serve on the task force with Mrs. Smith. Next, Mrs. Smith recognized Allison Duke who is a finalist for the "Best Use of Video" award for a recruitment video she submitted.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims and a procurement card transactions listing and a copy of the August 12 and August 26 minutes. Also, first reading of the following boards was made: 1) David Jackson to the Beulah Utilities Board; 2) Debra Beil to the Horseshoe Bend Regional Library; and 3) Dennis Clanton, Kimberly Deal-Johns, Tom "Mac" Morris, Camilla Tindal and Tiffany Hilyer to the Lee County Cemetery Preservation Commission. First reading of the vacancy on the Lee

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County Recreation Board was moved under “Old Business” since two people submitted a Citizen Interest form for consideration. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried on a vote of 4:0, with Commissioner Long abstaining.

Judge English said first reading of a vacancy on the Lee County Recreation Board for District 4 is necessary. The Commission Office received two Citizen Interest forms, one from the current appointee Jacob Geiger and one from Matt Young. Commissioner Langley made a motion, seconded by Commissioner Long, to reappoint Jacob Geiger as the District 4 representative on the Lee County Recreation Board. The motion carried unanimously.

Next, Chief Administrative Officer Holly Leverette presented an amended award for the ARPA funded Broadband Expansion Phase II Grant. Mrs. Leverette said after meeting with a BEAM representative, an IAC Consultant and County Engineer Justin Hardee it was determined that due to rights-of-way issues, several routes should be excluded from the original award. Mrs. Leverette presented maps with the routes highlighted. Judge English asked that both sets of maps be emailed to the Commissioners. Mrs. Leverette said all the maps were emailed to everyone on Friday, September 6 for review prior to the meeting. Mrs. Leverette said removing these roads would reduce the total projects from \$2,974,702.73 to \$2,195,532.24 in a reduction of \$779,170.49. Judge English questioned what would be done with the approximately \$780,000 which was allocated for broadband. Mrs. Leverette said it would need to be reallocated, possibly for mental health. Commissioner LaGrand asked Mrs. Leverette to provide new maps. Mrs. Leverette said she would get with a representative from SAIN Associates to produce new maps. Commissioner Cannon made a motion, seconded by Commissioner Morris, to authorize the Chairman to sign the following Resolution amending the awarded ARPA funded broadband expansion grants Phase II as presented. The motion carried unanimously.

**RESOLUTION AWARDING LEE COUNTY AMERICAN RESCUE PLAN ACT (ARPA)
FUNDED BROADBAND EXPANSION GRANTS**

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, following completion of a grant application process for previously identified priority unserved and underserved areas awarded by the County (“Phase I”) the Lee County Commission voted unanimously to allocate up to \$3,407,639.00 of ARPA funds for an expansion of broadband fiber optic infrastructure in unserved and underserved portions of the County to be identified by the internet service providers as part of a second phase of applications (“Phase II”), which were subsequently approved, advertised and solicited; and

WHEREAS, following receipt of grant applications and recommendations for approval

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from a team of County officials and employees the Lee County Commission awarded broadband expansion grants totaling \$2,974,702.73 to R.M. Greene, Inc., dba BEAM to cover the South Central, Southeast, East Central, and Northeast project areas; and

WHEREAS, prior to execution of subrecipient agreements for these projects, County staff, consultants, and BEAM representatives met to discuss potential impediments and efficiencies with the projects as initially contemplated and, after discussion as to the better course of action, have amended the routes and costs and recommend that the projects be amended as follows:

- (1) The awarded broadband expansion grant for the “South Central” project was reduced from \$722,627.29 to \$594,863.41; and
- (2) The awarded broadband expansion grant for the Southeast project was reduced from \$1,168,459.83 to \$828,679.50; and
- (3) The broadband expansion grants for the East Central and Northeast projects were combined into one project, and the combined award of \$1,083,615.61 was reduced to \$771,989.33; and

WHEREAS, upon review and agreement of the recommendation from the evaluation team to amend the projects, the Lee County Commission wishes to proceed with the above-referenced grant projects and further finds these projects to be a reasonable, necessary, and eligible use of the county’s ARPA funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY as follows:

1. The County hereby conditionally awards and allocates up to \$2,195,532.24 of funds to support the broadband expansion grant projects to R.M. Greene, Inc., dba BEAM.
2. The County is hereby directed to continue negotiations with R.M. Greene, Inc., dba BEAM, to establish one or more subrecipient agreements covering the above-listed projects consistent with this resolution and the terms and conditions of the County’s ARPA Award.
3. The Chairman is hereby delegated to enter into a subrecipient agreement(s) with R.M. Greene, Inc., dba BEAM, if the agreement(s) is consistent with this resolution and if, in his discretion, the terms and conditions are in the best interest of the County.
4. Upon execution of the subrecipient agreement(s), the Chairman is hereby authorized to expend ARPA funds for costs of the projects in accordance with the terms of this Resolution and the subrecipient agreement(s).
5. Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the projects that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the September 9, 2024, meeting of the Lee County Commission.

Under new business, Sheriff Jones presented a Special Events Retail license for Ocie and Belles LLC located in District 5. Sheriff Jones said at a previous meeting Premium Pours was granted a special events retail license at the same venue for the same date, but they withdrew their

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application. Sheriff Jones said this is for a one-day event on September 20, 2024 at Twenty-One Acres on Wire Road. Commissioner LaGrand made a motion, seconded by Commissioner Langley, to approve the Special Events license for Ocie and Belles LLC for the one-day event on September 20, 2024 at Twenty-One Acres. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby approves the Special Events Retail license for a one-day event on September 20, 2024 for Ocie and Belles LLC for the event at 5505 Wire Road, Auburn, Alabama 36832.

Next, Sheriff Jones presented educational reimbursement requests from Deputy Hayden Greenlee and Sergeant Jeff Snyder. Sheriff Jones said the courses pertain to their current positions. The courses for Deputy Greenlee are 1) Victimology CMJ3307 and 2) Introduction to Terrorism HLS2301. The courses for Sergeant Snyder are 1) Courts and Courtroom Procedure BCJ4302; 2) First Line Supervision BCJ3309; and 3) Special Issues in Criminal Justice BCJ4305. Commissioner Cannon made a motion, seconded by Commissioner LaGrand to approve the educational reimbursement requests as presented. The motion carried unanimously.

Mr. Hardee presented final plat approval for a division of Parcel A on Lee Road 278 for Commission consideration. Mr. Hardee said it has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The road is adjacent to Lee Road 278 in District 4. Mr. Hardee said adjoining property owners were notified by letters mailed on August 28, 2024, so they may attend and voice their support, opposition, or to obtain more information. Mr. Hardee asked if anyone was in attendance to address the issue. After hearing no comments, Mr. Hardee said the request is for the division of Parcel A into three lots with no new infrastructure. Commissioner Langley made a motion, seconded by Commissioner Long to approve the division of Parcel A on Lee Road 278 as presented. The motion carried unanimously.

Mrs. Leverette presented a Resolution for an allocation of ARPA funds for administrative costs. Mrs. Leverette said, consistent with Treasury guidance, the county can obligate administrative and legal costs, including audit costs to ensure Lee County's compliance with ARPA terms and conditions. The proportionate share of administrative costs for the completion of the county's federal single audit by the Department of Examiners of Public Accounts and relating to the expenditure of ARPA funds to be obligated is approximately \$50,000. Commissioner Morris made a motion, seconded by Commissioner Cannon to authorize the Chairman to sign the following Resolution to allocate the ARPA funds for up to \$50,000 for administrative costs. The motion carried unanimously.

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**RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS
FOR ADMINISTRATIVE COSTS**

WHEREAS, Lee County, Alabama (“the County”) has received American Rescue Plan Act state and local fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, these funds may be used to cover costs associated with administrative requirements of the County’s ARPA award; and

WHEREAS, consistent with the Frequently Asked Questions and recent guidance issued by the United States Department of Treasury, the County certain administrative and legal costs, including, specifically, audit costs, to ensure the County’s compliance with ARPA terms and conditions are considered to be obligated for the purposes of meeting the December 31, 2024, obligation deadline; and

WHEREAS, the Lee County Commission (“Commission”) has determined that covering the proportionate share of costs to the Department of Examiners of Public Accounts to complete the County’s federal single audit(s), as required by ARPA terms and conditions and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 C.F.R. Part 200, is a necessary, eligible, and reasonable use of these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1) The Commission hereby allocates ARPA funds to cover up to \$50,000.00 to the Department of Examiners of Public Accounts for federal single audits for the proportionate share of administrative costs relating to the expenditure of ARPA funds as required by federal regulations.

2) The County Administrator is hereby authorized to expend ARPA funds to support these administrative requirements, including audit fees incurred after December 31, 2024, as appropriately reported and estimated in the County’s January 30, 2025, obligation and expenditure report.

3) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that do not fit within the ARPA definition of “obligated” on or before December 31, 2024, and are not expended on or before December 31, 2026.

Next, Mrs. Leverette presented an agreement for the county’s written consent to transfer the county’s Asset Management Agreement from PFM Asset Management LLC (PFMAM) to US Bank Asset Management (USBAM). Mrs. Leverette said the change is due to the acquisition of PFMAM by USBAM in 2021, PFMAM has been operating as a wholly owned subsidiary of USBAM. USBAM and PFMAM are separate legal entities and maintain separate registrations as investment advisers with the U.S. Securities and Exchange Commission (SEC). Upon the consolidation, USBAM and PFMAM will become a single legal entity and a single SEC-registered investment advisor. The PFMAM entity will be dissolved and its registration with the SEC will be withdrawn. USBAM will be the continuing legal entity and registered investment adviser that will serve PFMAM clients following consolidation. USBAM will service PFMAM’s public sector and related clients under the PFMAM brand name, operating as a division of USBAM. Lee County is one of PFMAM’s public sector clients who will remain under the

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PFMAM brand name. Because PFMAM will become a part of USBAM, the Consolidation will not involve an actual change in control of PFMAM. Although the Consolidation will not involve a change of control or an “assignment” of the county’s agreement with PFMAM, inclusive of any investment management and advisory agreement and/or arbitrage rebate consulting agreement, PFMAM is providing the county with notice of the Consolidation and is seeking the county’s written consent to transfer the county’s Asset Management Agreement to USBAM. Mrs. Leverette asked the Commission to authorize the chairman to sign the client consent to transfer the county’s Asset Management Agreement to USBAM. Commissioner Long questioned if County Attorney Stan Martin had reviewed the paperwork, saying he was uncomfortable with it. Mr. Martin said he had not but would be happy to review it. Mrs. Leverette said the item could be moved forward. Upon agreement, Judge English moved the item forward to the next agenda.

Last, Safety/Governmental Relations Coordinator Wendy Swann presented for Commission consideration the Safety Incentive Verification form for the current year. Mrs. Swann said to qualify for the discount, the ACCA has tasked the members to meet several guidelines for the coverage year including: 1) appoint a Safety Coordinator, create a safety committee, complete Safety Coordinator training, conduct two county-wide safety meetings, four departmental safety meetings and maintain documentation; 2) Implement and Enforce drug/alcohol policies and procedures; 3) Conduct Employee Orientations for all employees; 4) Implement and Enforce a return to work/modified duty policy; 5) Implement and Enforce a written seat belt policy; 6) Implement and enforce a wireless communications devices policy; 7) Complete Public Officials and/or Administrative Staff loss prevention training; 8) Complete Sheriff’s Office ACCA-sponsored Training Program: sending two correctional officers to three of four AJTA courses and two deputies to safety training; 9) Complete Road and Bridge Department training – R&B Safety Director and one road supervisor attend supervisor training; and 10) Cooperate with Fund’s Risk Management program. Mrs. Swann said all requirements to qualify for the SIDP discount have been met for the current year. The Safety Committee continues to meet on a regular basis and addresses items including departmental safety concerns, trainings, quarterly reviews of accidents/losses and discusses any findings from walk through reviews by County Risk Services. Commissioner LaGrand made a motion, seconded by Commissioner Long to authorize the Chairman to sign the Safety Incentive Verification form for the current year. The motion carried unanimously.

At approximately 5:50 p.m. Commissioner Cannon made a motion, seconded by Commissioner Morris to adjourn. The motion carried unanimously.

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The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, September 30, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected officials in attendance: District Judge Steve Speakman, Sheriff Jay Jones, District Attorney Jessica Ventiere, Circuit Clerk Mary Roberson and Revenue Commissioner Oline Price. News media in attendance: Opelika-Auburn news reporter Alex Husting and The Observer reporter Hannah Goldfinger.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, procurement card transactions listing and a copy of the September 9, 2024 minutes. An additional list of claims awaiting approval for payment was given to the Commissioners prior to the meeting. First reading of Cheryl Benford-Piner on the Lee County Recreation Board representing District 5 was made. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried unanimously.

Judge English presented second reading of David Jackson on the Beulah Utilities Board. Commissioner Langley made a motion to approve the following Resolution reappointing David Jackson to the Beulah Utilities Board. The motion was seconded by Commissioner Cannon and the motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby reappoints David L. Jackson to the Beulah Utilities Board to serve a four-year term from December 1, 2024 to November 30, 2028.

Next, Judge English presented second reading of Debra Beil to the Horseshoe Bend Regional Library Board. Commissioner Morris made a motion to approve the following Resolution reappointing Debra Beil to the board. The motion was seconded by Commissioner Long and carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby reappoints Debra Beil to the Horseshoe Bend Regional Library Board to serve a four-year term from October 1, 2024 to September 30, 2028.

Judge English presented second reading of Jacob Geiger to the Lee County Recreation Board representing District 4. Commissioner Langley made a motion, seconded by Commissioner Long to approve the following Resolution to reappoint Jacob Geiger to the Lee County Recreation Board.

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BE IT RESOLVED, the Lee County Commission hereby reappoints Jacob Geiger as the District 4 representative to the Lee County Recreation Board to serve a five-year term from October 14, 2024 to October 13, 2029.

Judge English presented second reading of five members to the Lee County Cemetery Preservation Commission. Commissioner Cannon made a motion to approve the following Resolution to appoint Dennis Clanton and to reappoint Kimberly Johns, Tom “Mac” Morris, Carmilla Tyndal and Tiffany Hilyer to the Lee County Cemetery Preservation Commission. The motion was seconded by Commissioner Langley and carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby appoints Dennis Clanton and reappoints Kimberly Johns, Tom “Mac” Morris, Carmilla Tyndal and Tiffany Hilyer to the Lee County Cemetery Preservation Commission to each serve a four-year term from September 30, 2024 to September 29, 2028.

Judge English asked the Commission to consider changing the current policy for delivery of Commission packets to reflect current practice. Judge English said several developments led to the need for email delivery especially after the Opelika Post Office changed their mail pickup schedule. Judge English said currently the outgoing mail is only picked up once a day from the Opelika Post Office, in the past it was picked up twice a day. Commissioner Long said he was happy with the current process of the packet being emailed but didn’t really like having to print the packet out since it is normally several pages. Commissioner LaGrand said he prefers to have his packet mailed. Commissioner Cannon said he prefers to receive it by email with the printed packet on his desk prior to the meeting. Judge English said the policy would be adjusted to accommodate the Commissioners preferences. Commissioner Long made a motion, seconded by Commissioner Morris to update the policy to reflect current packet delivery to the Commission whether by email or by mail. The motion carried unanimously.

Chief Administrative Officer Holly Leverette presented an item carried over from the last agenda to authorize the Chairman to sign the client consent to transfer the county’s Asset Management Agreement to USBAM. Mrs. Leverette said it is mainly the consent to change the name from PFAM Asset Management (PFMAM) to US Bank Asset Management (USBAM). Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize the Chairman to sign the client consent to transfer the county’s Asset Management Agreement to USBAM. The motion carried unanimously.

Mrs. Leverette said on May 28, 2024 the Commission adopted the “Lee County Commission Guidelines for Residential Garbage Fees”. Mrs. Leverette said during the work

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sessions leading up to the adoption of the guidelines, there were open discussions regarding suspending services of delinquent residential garbage customers. In speaking with County Attorney Stan Martin, it was recommended that before the suspension of services, the county needed to adopt those same guidelines into the County Policies and Procedures as the “Lee County Commission Rules and Regulations for Residential Garbage Fees.” Mrs. Leverette said the Commission received a copy of a Resolution in their packets to adopt the “Guidelines” into the County Policies and Procedures as discussed. The resolution also authorizes Advanced Disposal Services Alabama, LLC (ADSI) to pick up collection carts and suspend services for delinquent accounts in accordance with Code of Alabama §22-27-5(e) and the Rules and Regulations. Additionally, the Resolution allows for the commission to proceed with civil action, as authorized by the Act, along with an additional resolution identifying the persons with delinquent accounts. Mrs. Leverette said the billing office manager has put together a plan with the help of the GIS Coordinator to map out a strategy for picking up collection carts for those residents who are delinquent in paying the fee. Those carts will be picked up by ADSI starting October 7, 2024, if approved, which will take approximately six weeks. Commissioner Long said he was concerned with the wording to include civil action and said he would like that wording removed. Mr. Martin said he would recommend including the wording since the Act authorizes it. Commissioner Long said he struggles with it being in there. Mr. Martin said it states it in the Act where the Commission can suspend the service, take civil action or both. Commissioner Morris said he is not interested in suing a citizen. Mr. Martin said the Resolution can be reworded. Judge English suggested to move the item forward, and the Commission concurred.

Lakeisha Young Hicks and Martha Patterson appeared before the Commission to discuss ARPA funds and broadband service in Loachapoka. Ms. Young Hicks said she continues to do her research by looking at what other counties are doing and questioning the local ISPs about service areas. Ms. Young Hicks said she only wants Lee County to exhaust all measures to provide broadband services to all citizens while funding is available. Mrs. Young Hicks said she would like the following roads to be reviewed for broadband service, they include, Lee Roads 56, 6 (last mile/last 5 houses), 159 (6 houses) and 665 (event with no cell/internet services). Ms. Young Hicks said she shared an article with Commissioner LaGrand showing where Governor Ivey is awarding more money to counties for broadband. Mrs. Young Hicks said she would like to receive updates on the projects to include the amount of funds remaining. Commissioner Cannon said all resources in Lee County have been allocated since the funds must be allocated by December 2024. Mrs. Leverette said she has been talking with Dan Mellott of SAIN Associates who is working on a map to include the project areas especially showing unserved areas, and said she hopes to get the maps so she can share them by the next meeting.

Next, Martha Patterson of Lee Road 6 said broadband lines stopped one mile before getting to her house. Ms. Patterson said she has been in her home for 22 years and has utilized AT & T but said some things she can’t do due to the slow speed. Ms. Patterson said people who work remotely and students who need internet for online homework and/or remote learning all need internet access in Lee County. Ms. Patterson asked that all residents receive high-speed

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internet before the funds get diverted for other purposes.

Commissioner Long said he was contacted by citizens who are having issues with access to their homes not being where their addresses are assigned. Commissioner Long said they brought this to his attention when a recent medical emergency delayed an ambulance response and he would ask the Commission to give Mr. Martin authority to research it since two different subdivision plats having multiple lots called “flag lots” were approved by the Commission, but the actual driveways are not being used as platted, and some are inaccessible by car. Commissioner Long said their access is coming off a separate shared driveway that was allowed with certain stipulations that restricted the use of other lots. Commissioner Long said the citizens are seeking help with their access/address issue from the stance of mail delivery and emergency services. Further, Commissioner Long said it is a violation of county policy for a plat to be approved with more than five lots to share one driveway.

Additionally, the Highway Department needs guidance on how to handle the remaining lots the developer has that could be sold and placed in a similar situation. County Engineer Justin Hardee presented maps showing two of the phases of Oliver Trails Subdivision. Plat for Phase II-B shows the phase that has restrictions allowing only five (5) lots to access Lee Road 2211 by a shared driveway. Mr. Hardee said currently there are six (6) lots accessing the restricted drive, four of which have been sold and two that the developer still owns. Plat for Phase II-C shows the other phase where all the lots were supposed to take access off Lee Road 320 but all are utilizing access off Lee Road 2211 instead. Two of the Plat II-C lots have been sold and the developer still owns three. Potentially the five (5) unsold lots will all access the same shared driveway accessing Lee Rd 2211, for a total of eleven if the developer continues what he has already done.

Jeff and Elizabeth Miller were in attendance on the matter. Mr. Miller said their house was built about 5 years ago by Mark Anderson. Mr. Miller said their home address is 400 Lee Road 320, but they have to access their home from Lee Road 2211. Mr. Miller said the builder told him he was not going to build the driveway since it was an electric company easement. Commissioner Cannon questioned if he has talked to the builder. Mr. Miller said he has had a good relationship with him until recently when he called about the medical emergency and questioned the access through Lee Road 2211, saying now the builder no longer responds to his calls.

Mr. Hardee said Commission policy allowed approval of a plat for 5 lots to share a driveway, with Phase II-B accessing Lee Road 2211 as indicated on the plat approved by the Commission. The plat approved for Phase II-C allowed for 5 lots to share a driveway, with Phase II-C accessing Lee Road 320. Mr. Hardee said he would like to ask the County Attorney to see what options can be exercised.

Mrs. Miller said she wants to live in her neighborhood peacefully. She said she has no animosity towards Mr. Anderson. Mrs. Miller said she loves her home, but it has become a safety issue. Judge English questioned if only 5 houses currently use Lee Road 2211. Mr. Hardee said in Phase II-B there are four lots sold with two still owned by the developer. In Phase II-C there are two lots accessing Lee Road 2211 and remaining three lots have not sold as of today. Judge

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English questioned Mr. Martin that five lots have access by Lee Road 2211, permissible once recorded, but questioned the other five or six lots. Commissioner Long said part of the issue is that their address is different from where they actually access their home. Judge English said that Lee County E-911 provides the addresses, saying he would recommend the Miller's contact Smiths Fire Rescue about where to access to their home. Mrs. Miller said she has been to both Phenix City and Smiths Station postmasters personally and said anytime she sees EMS she gives them her correct address. Mrs. Miller said she has reached out to everyone. Mrs. Miller said she has contacted Mr. Anderson, who did not respond, so she reached out to Commissioner Long and this is where we are. Judge English said the Commission needs to authorize the county attorney to research the matter. Commissioner Long made a motion, seconded by Commissioner Cannon to authorize County Attorney Stan Martin to research the matter. The motion carried unanimously.

Judge English asked the Commission to consider an exception to the County personnel policy for merit raise evaluations he turned in to the Human Resources Department on Monday, September 23. Judge English said after he turned the evaluations into the HR Department on Monday morning, HR Director Lisa Ruffin emailed him Monday afternoon saying the increases would be effective on the pay period beginning October 5 and will be on the check dated October 25 citing County personnel policy 5.1.3(C)(4). Judge English asked the Commission to consider a one-time exception, so his staff is not penalized. Commissioner Cannon made a motion to make a one-time exception for the Probate Office as presented. The motion was seconded by Commissioner Morris and carried unanimously.

Sheriff Jones presented an educational reimbursement request from Sergeant Jeff Snyder. Sheriff Jones said the courses include: 1) Criminalistics BCJ4301; 2) Cyber Crime Investigations BCJ3312 and Criminal Justice Ethics BCJ4304. Sheriff Jones all the classes pertain to his current duties. Commissioner Langley made a motion, seconded by Commissioner Morris to approve the educational reimbursement request as presented. The motion carried unanimously.

Revenue Commissioner Oline Price presented a 14-page listing of current insolvents to the Commission. Mrs. Price asked the Commission to authorize her to send all the business licensing agents in the county and in the cities notices that until the insolvents are paid, they are not eligible to purchase a business license. Mrs. Price said pursuant to Section 40-5-24(b) of the Code of Alabama as amended by Act 2021-515 of the Alabama legislature, "the county commission shall direct the tax collecting official to provide to the office responsible for issuing state, county, and municipal business or manufacturing licenses that no license shall be issued for any person that has insolvent status until confirmation is provided by the tax collecting official that the insolvent's taxes have been paid. As provided in this subsection, payment of insolvent taxes includes all taxes, fees, and interest that have accrued, and any cost incurred to collect the taxes."

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Commissioner Cannon made a motion, seconded by Commissioner Morris, to authorize Revenue Commissioner Oline Price to send the list of insolvents to business licensing agents according to Act 2021-515. The motion carried unanimously.

Mr. Hardee presented a Federal Aid Agreement for Resurfacing Lee Road 212 located in District 3. Mr. Hardee said the agreement is an 80/20 match with the Columbus-Phenix City MPO contributing 80% or \$454,594.98 and Lee County's 20% match of \$113,648.74 for a total of \$568,243.72. Mr. Hardee said the project is for the resurfacing of Lee Road 212 from the Russell County line to Lee Road 240 for approximately 1.464 miles. Judge English questioned if Russell County would be paving the rest of the road. Mr. Hardee said he did not know. Assistant County Engineer Patrick Harvill said Russell County has already repaved their portion. Commissioner Long made a motion to approve the Resolution and authorize the Chairman to execute the Federal Aid Agreement for resurfacing Lee Road 212. The motion was seconded by Commissioner Langley and carried unanimously.

BE IT RESOLVED, by the Lee County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Widening and resurfacing on CR-212 from the Russell County Line to CR-240;

Project #STPPC-4124(252); LCP 41-212-24; CPMS Ref#100073204.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

**CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT BETWEEN
THE STATE OF ALABAMA AND LEE COUNTY COMMISSION**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the State; and the Lee County Commission, Alabama (FEIN 63-6001601) hereinafter referred to as the County.

WHEREAS, the State and the County desire to cooperate in the widening and resurfacing on CR-212 from the Russell County Line to CR-240; Project#STPPC-4124(252); LCP 41-212-24; CPMS Ref#100073204.

NOW, THEREFORE, it is mutually agreed between the State and the County as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The State will not be liable for Federal Aid Funds in any amount. The project will be limited to \$454,594.98 Federal funds unless the Columbus/Phenix City Area Metropolitan Planning Organization agrees, subject to the approval of the State, to reprogram the allocated Federal funds for the Columbus/Phenix City Area

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sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the County from County funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Columbus/Phenix City Area Dedicated	\$ 454,594.98
County Funds	\$ <u>113,648.74</u>
TOTAL (Incl CE&I)	\$ 568,243.72

It is further understood that this is a cost reimbursement program, and no federal funds will be provided to the County prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to work authorization.

- C. Time Limit: This project will commence upon written authorization to proceed from the State directed to the County.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the State for re-allocation. A time extension may be approved by the State upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the State.

PART THREE (3): PROJECT SERVICES

- A. The County will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the County in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the State in writing prior to incurring costs for which reimbursement is requested by the County. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements. Acquisition of real property by the County as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws,

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and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the County with any condemnation or other legal proceedings being performed by the County.

The County shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the State or FHWA. The State of FHWA will be credited on a prorated share, as provided in Part Two, Section B, any revenues received by the County from the sale of lease of property.

- B. The County will relocate any Utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this agreement.
- C. The County will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with County forces or with a consultant approved by the State. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the County will develop and submit to the State a project budget for approval. This budget will be in such form and detail as may be required by the State. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the County seeks reimbursement must be included in a budget approved by the State in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the State in writing, in order to successfully carry out the project. However, under no circumstances will the County be reimbursed for expenditures over and beyond the amount approved by the State.

The County will undertake the project in accordance with this Agreement, plans approved by the State and the requirements and provisions, including the documents relating thereto, developed by the County and approved by the State. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the County that failure of the County to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the State in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access*

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Funded County and City Projects, and attached hereto as a part of this Agreement prior to the County letting the contract.

- D. The County will furnish all construction engineering for the project with County forces or with a consultant approved by the State as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The County may request the use of an approved third-party materials inspection and testing provider, as approved by the State.

PART FOUR (4): CONTRACT PROVISIONS

- A. The County shall not proceed with any project work covered under the provisions of this Agreement until the State issues written authorization to the County to proceed.
- B. Associated construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the State, the State will be responsible for advertisement and receipt of bids and the award of the Contract. Following receipt of bids and prior to the award of the Contract, the State will invoice the County for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The County shall pay this amount to the State no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the County, the County shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The County will, when authorized by the State, solicit bids and make awards for construction and/or services pursuant to this Agreement. The County shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the State. Following receipt of bids, the County will provide all bids to the State with a recommendation for award. The County shall not award the contract until it has received written approval from the State.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The County will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such

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permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The County shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code §11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code §11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its officers, officials, agents, servants, and employees.

- F. The County will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the County, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the County will assume full ownership and responsibility for the portion of the project work on County right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISION

- A. The County will, when appropriate, submit reimbursement invoices to the State for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the State and will be submitted through the Region Engineer for payment. The County may invoice the State not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the State of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The County will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the State.

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- C. The County will establish and maintain a cost accounting system that must be adequate and acceptable to the State as determined by the auditor of the State. All charges to the Project will be supported by properly examined invoices, contacts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the State. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part of the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The County will report to the State the progress of the project in such manner as the State may require. The County will also provide the State any information requested by the State regarding the project. The County will submit to the State financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the State.

The County will permit the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The County will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the County will give its full cooperation to those persons or their authorized representatives, as applicable.

The County will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The County will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this Agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the County is not an agent of the State, its officers, employees, agents or assigns. The County is an independent entity from the State, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the

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Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

- C. By signing the Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the County, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M and N are hereby attached to and made a part of this Agreement.

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The recipient of funds under the terms of this Agreement agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of a recipient of funds under the terms of the Agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this Agreement shall constitute a breach of contract and may result in termination of the contract by the State, or such other remedy may be undertaken by the State as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

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- a. The State has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The State has the right to terminate this Agreement at its sole discretion without cause and make settlement with the County upon an equitable basis. The value of the work performed by the County prior to the termination of this Agreement shall be determined. In determining the value of the work performed, the State shall consider the following:
 1. The ratio of the amount of work performed by the County prior to the termination of the Agreement to the total amount of work contemplated by this Agreement less any payments previously made.
 2. The amount of the expense to which the County is put in performing the work to be terminated in proportion to the amount of expense to which the County would have been put had he been allowed to complete the total work contemplated by the Agreement, less any payments previously made. IN determining the value of the work performed by the County prior to the termination, no consideration will be given to profit, which the County might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the County, the value of the work performed by the County prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this Agreement.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered in this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the Agreement be terminated due to default by County, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the County for itself, its assignees and successors in interest agree as follows:

a. Compliance with Regulations

The County will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees,

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and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities: including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)’
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environments effects on minority and low-income populations;

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- Executive Order 13166, Improved Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the County agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The County will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The County will comply with all provision of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontractor, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the County of the County's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The County will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

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In the event of the County's noncompliance with the nondiscrimination provisions provided for herein, the State shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. Withholding of payments to the County under contract until the County complies, and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The County will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The County will take such action with respect to any subcontract, procurement, or lease as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a County becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the County may request the State to enter into such litigation to protect the interest of the State.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the County agrees to refrain from discrimination

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against present and prospective employees for reason of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The State’s cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this Agreement, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The County shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The County specifically agrees that this Agreement shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the State beyond the moneys available for this purpose.

b. The County, in accordance with the status of County as an independent contractor, covenants and agrees that the conduct of County will be consistent with such status, that County will neither hold County out as, or claim to be, an officer or employee of the State by reason hereof, and that County will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State under the merit system or any other law of Alabama, including but not limited to workmen’s compensation coverage, or retirement membership or credit or an Federal employment law. This paragraph also applies in like manner to the employees of County.

COUNTY’S CERTIFICATIONS

The County by acceptance of this contract certifies that the rates or composition of cost noted in Article IV – PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the County. The County agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the County at the time of execution of the Agreement. The County agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The County agrees that the per diem rate will be limited to the rate allowed by the State at the time of execution of the Agreement. The County agrees that a meal allowance shall be limited to County employees while in travel status only and only when used in

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lieu of a per diem rate.

The County shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of the Alabama Department of Transportation. The County agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative Agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in this Agreement shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this Agreement, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this Agreement is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The State and County acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the State, County, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The County agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS
FUNDED COUNTY AND CITY PROJECTS**

No work can be performed, and no contracts can be let prior to having a fully executed project agreement, submittal of projects plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a

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certification signed by a Register Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all rights-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and rights-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Next, Mr. Hardee said in 2015 the Lee County Commission entered into an agreement with Auburn University, through its National Center for Asphalt Technology (NCAT) which allows NCAT to place and study various pavement preservation techniques within the stretch of Lee Road 159 north of Lee Road 10 that leads into the Martin-Marietta quarry. The current agreement is set to expire on September 30, 2024. NCAT has expressed a desire to continue with their work and is asking Lee County to renew the agreement. This partnership has given, not only Lee County, but several state and local agencies information on new products and processes to stretch the life of our roadways. Mr. Hardee asked the Commission to consider continuing the relationship and approve the three (3) year agreement as provided. Commissioner Morris made a motion, seconded by Commissioner Cannon to authorize the Chairman to sign the three-year agreement with Auburn University to allow NCAT to continue their research into ways to improve our ability to maintain our highway infrastructure system. The motion carried unanimously.

PAVEMENT PRESERVATION PROJECT AGREEMENT

This Agreement is made this 17th day of September, 2024 (the “Effective Date”), by and between Auburn University through its National Center for Asphalt Technology (“NCAT”), having offices at Office of Sponsored Programs, Research and Innovation Center, 540 Devall Drive, Suite 200, Auburn, AL 36832 (“Auburn”), and Lee County, Alabama having offices at 215 South Ninth Street, Opelika, AL 36801 (“Lee County”). The said parties may hereinafter also be referred to collectively as “the Parties” and individually as “Party”.

WHEREAS, Lee County and Auburn wish to collaborate in a project for testing various pavement preservation treatments for maintaining and extending the life of roadways in Lee County, Alabama (the “Project”); and

WHEREAS, the Project should result in valuable research data for the road construction and maintenance industry as a whole, as well as provide Lee County with cost effective options for maintaining its roadways.

NOW, THEREFORE, the Parties agree as follows:

1. No funds from Lee County will be required to support this Project.
2. Work will be performed by NCAT, at Auburn’s expense, on both sides of Lee Rd 159 from the Auburn City limits south to the intersection with Lee Rd 10.

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3. Various preservation treatments have been installed in a series of test sections throughout much of this approximately one-half mile section of Lee Road 159.
4. Regular post construction testing will continue to be performed by NCAT in which pavement performance will be carefully monitored.
5. Appropriate traffic control needed during testing will be the responsibility of NCAT.
6. The Lee County Engineer will be invited to participate in 6-month sponsor meetings at the NCAT Pavement Test Track.
7. Auburn, through NCAT, will assume maintenance responsibility of the experimental surfaces on Lee Road 159 throughout the testing process and will keep Lee Road 159 and its surfaces in a condition safe for the traveling public throughout the period of this Agreement.
8. After the completion of the Project, Auburn, through NCAT, will leave Lee Road 159 in no worse condition than if the test sections had not been installed, to the satisfaction of the Lee County Engineer.
9. The planned end date of the research cycle is September 30, 2027; however, the Pavement Preservation Project may be extended beyond that date if funding is available, subject to the written consent of both Parties.
10. NCAT will provide Lee County with Construction Data, Performance Data, and Reports through NCAT's website, newsletter, and various other means of communication.
11. The effective period of this Agreement is from the Effective Date through September 30, 2027, and can be extended by the written consent of both Parties. During the period, either Party has the right to terminate this Agreement in part or in total by giving the other Party written notice of its intent to terminate at least one hundred twenty (120) days prior to the effective date of termination. In the event of termination, by either Party, Auburn, through NCAT, will leave Lee Road 159 in no worse condition than if the test sections had not been installed, to the satisfaction of the Lee County Engineer.
12. Neither Party shall use the name or trademark or names of any employees of the other Party in any advertising, promotional, or sales literature without the prior written consent of the other Party.
13. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Alabama, notwithstanding the residence or principal place of business of any Party, the place where this Agreement may be executed by any Party or the provisions of any jurisdiction's conflict-of-laws principles.
14. This Agreement contains the entire Agreement between the Parties. The terms and conditions set forth herein are subject to amendment by the written agreement of the Parties.

Mr. Hardee said a citizen approached the Highway Department about decreasing the speed limit on Lee Road 120. Mr. Hardee said Lee Road 120 is a dead-end road that is 0.717 miles in

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length and its' primary function is to provide access to approximately forty (40) lots that abut the road. The speed limit on Lee Road 120 is set at 45 MPH by state law because it is a paved road. Due to the amount of residential development along the road, the Highway Department recommends the speed limit be reduced from 45 mph to 25 mph for Lee Road 120, which is a reasonable and safe maximum speed limit. Commissioner Langley made a motion, seconded by Commissioner Long, to reduce the speed limit from 45 mph to 25 mph on Lee Road 120 as recommended by the Highway Department. The motion carried unanimously.

Mr. Hardee presented final plat approval for Porter's Place Subdivision, which has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed subdivision includes nine lots with no new infrastructure and is located adjacent to Lee Road 288 in District 3. Adjacent property owners were notified of the development by letters mailed out September 16, 2024, so they may attend and voice their support, opposition, or to obtain more information. Mr. Hardee asked if anyone was in attendance on this matter and several citizens were in attendance on the issue.

Glen Coats appeared to point out that a creek runs through the Northwest corner of his neighboring Lot #7 where it abuts Lot #1 of subdivision, which is North of his lot. Mr. Coats said there has been a heavy amount of water after the development. Mr. Hardee said Lot #1 is 2.4 acres, saying the Building Inspection Department will look at it and asked Mr. Coates to contact the Highway Department to look at it further.

Next, Greg Waldrep said he owns land south of property and did not have a particular problem with the development. Mr. Waldrep said three lots on the left side, off Lee Road 288, drop off to a creek which is outside the subdivision but there is a dam and a man-made lake. Mr. Waldrup said it is not going to impede his property to the south.

Last, Tiffany Phillips said she was in attendance about the Helbert Trust Property saying she is concerned with the environmental survey for the drainage from adding nine homes, since she owns the dam and the lake west of the subdivision, and the slope of the subdivision would cause those parcels to drain off the west side of the property, which would come right onto her property. Mr. Hardee said the Building Inspection Department will look at it as they inspect the home(s). Also, they will look at it from a stormwater perspective as well and may need to contact ADEM. Ms. Phillips said the surveyors came on the back of her property and placed pins, which is not acceptable, since they were trespassing. Commissioner Long asked if the surveyor Nathan McBride was in attendance, but he was not. Commissioner Long said he said he would like to table the item until the next agenda.

Mr. Hardee presented the results of the Highway Department's FY2025 Annual Maintenance Bids. Mr. Hardee recommended the following vendors be awarded the maintenance bids. Commissioner Long made a motion to award the following vendors the maintenance bids and to extend the maintenance bids as presented. The motion was seconded by Commissioner LaGrand and carried unanimously.

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FY2024-2025 Highway Maintenance Bids:

Bid#2024-11 – Bales of Grass Hay-----No Bids Received
Bid#2024-12 – Emulsified Asphalt-----Ergon Asphalt & Emulsions
Bid#2024-13 – Gasoline and Diesel Fuel-----Fletcher Oil Company
Bid#2024-14 – Grader Cutter Blades-----Thompson Tractor Co.
Tractor & Equipment Co.
Valk Manufacturing Co.
Bid#2024 -15 – Maintenance Stone-----Vulcan Materials Company

The following vendors were awarded a one (1) year extension period on the bids as stated in the bids under Section 2.1:

First Extension (FY 2023-2024)

Bid#2023-14 – Emulsified Asphalt-----Ergon Asphalt & Emulsions
Bid#2023-15 – Maintenance Stone-----Martin Marietta
Wadley Crushed Stone
Bid#2023-16–Picked up at the Plant Bituminous Treatment-----East Alabama Paving Co.
Bid#2023-17 – Plant Cold Mix-----Advanced Asphalt Company
Bid#2024-05 – Asphalt Rejuvenator-----Aztec Asphalt Technology, LLC

Second Extension (FY 2022-2023)

Bid#2022-12–Gasoline & Diesel Fuel (over 5000 gallons)-Petroleum Traders Corporation
Bid#2022-13 – Geotextiles-----Ferguson Waterworks
Bid#2022-15 – Maintenance Stone-----Martin Marietta
Bid#2023-09 – Class 3 Reinforced T&G Concrete Pipe-----Foley Products Company LLC

Chief Building Official Eric Parten presented a request to waive the permit fee for the City of Smiths Station for a 4,350 square foot Community Safe Room. Mr. Parten said the permit fee would be \$3,526. Commissioner Long made a motion, seconded by Commissioner Langley to waive the \$3,526 permit fee for the City of Smiths Station on the Community Safe Room. The motion carried unanimously. Commissioner Long wanted to clarify that it only waives the permit fee, and that an inspection will still be performed by the Building Inspection Department. Mr. Parten concurred.

Mrs. Leverette presented a change order for the Justice Center Courtroom Renovation Project. Mrs. Leverette said mold has been discovered in the HVAC ducts and in the drywall on the second floor of the Justice Center where renovations are ongoing. Mrs. Leverette said it was uncovered during demolition and mold remediation was not part of the original project scope. Since ARPA funds are being used for the HVAC work, the contractor was required to solicit three quotes for the mold remediation and select the lowest bid, which resulted in a change order totaling \$248,797.18. The work, including oversight by the contractor, will extend the project timeline by 60 days. The mold remediation and replacement of the air ducts in Phase II have also

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been included to ensure the costs are covered before the ARPA deadline of December 31, 2024. The project experienced a temporary work stoppage while quotes were gathered, but the decision has been made to proceed with Ark Remediation for mold removal and Associated Mechanical Contractors, Inc. for air duct replacements, some of which are needed due to the mold issue. Mrs. Leverette said it is anticipated that mold may also be found in the sheetrock during Phase II, which could lead to another change order. Further, Mrs. Leverette said there are some contingency funds available, but it is too early in the project to exhaust them fully. The updated Holley Henley Builders, Inc. contract sum including this change order is \$9,156,858.58. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve the change order as presented. The motion carried unanimously.

Mrs. Leverette presented a request for a loan authorization for the Justice Center Courtroom Renovation project. Mrs. Leverette said in maintaining current cash reserves the county needs to supplement its investment in the project with a \$9,000,000 ten-year bank loan. Mrs. Leverette said a few quotes ranging from 3.65% to 4.25% were received. Mrs. Leverette said based on the rate and the terms, the recommended loan is with Southern States Bank at a 3.65% fixed rate without any prepayment penalty or origination fee. The monthly debt service payments of the bank loan, after a one-year draw period of interest only, will be approximately \$89,631.00. Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize the execution of the loan documents with Southern States Bank for a ten-year \$9,000,000.00 loan for financing of the Justice Center Courtroom Renovation Project as presented and to authorize the Chairman to sign the documents. The motion carried unanimously.

Mrs. Leverette presented for Commission consideration an allocation of ARPA revenue replacement funds for the Lee County Alternative Sentencing Board (ASB). Mrs. Leverette said the Alternative Sentencing Board has been losing revenue since Covid due to the length of time it took for the courts to reopen following Covid. This has caused a decline in the number of active cases, affecting Alabama Office of Courts (AOC) funding for the ASB. Since the majority of their funding is based on fees derived from usage of the Court Referral Office and the office's active case load had caused the Board to operate using a portion of reserves for the past three years. Last year the ASB did not budget for merit increases or cost of living increases for the ASB staff to try and conserve funds. The active case load numbers are now improving, and the office is now fully staffed, which should help the level of funding the ASB will receive from AOC for the 2026 fiscal year. However, the City of Auburn created their own Court Referral Program effective October 1, 2024, and there will be no fees collected for City of Auburn cases in FY2025. Mrs. Leverette said the Executive Director has applied for and received one grant for the FY2024 and FY2025 years. Application has been made for an additional grant for FY2025. Research is ongoing regarding other grant opportunities. Due to budget constraints, the ASB is now facing the possibility of an inability to give cost of living and merit raises to their employees for the second year in a row. Additionally, the ASB is having to consider layoffs and the risk of

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interrupted services for the courts and individuals in need of alternative sentencing methods if additional funding is not found. Mrs. Leverette said allocating the county's remaining ARPA Revenue Replacement Funds would help the ASB operate through another year without disrupting services, allowing time for the executive director to research other grant opportunities and funding. ARPA Funds awarded will be based on salaries and benefits for ASB employees through the first quarter of the FY2025. Judge Speakman was recognized and said he and several other elected officials including District Attorney Jessica Ventiere, Circuit Clerk Mary Roberson and Sheriff Jay Jones are all members of the ASB Board and would appreciate Commission support of the program. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve the following Resolution and authorize the Chairman to sign it and any subrecipient agreements allocating up to \$67,437.86 of ARPA revenue replacement funds to the Alternative Sentencing Board as presented. The motion carried unanimously.

**RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT
FUNDS FOR GOVERNMENT SERVICES**

WHEREAS, Lee County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds as revenue replacement ("revenue replacement funds"); and

WHEREAS, the County may use revenue replacement funds to fund government services; and

WHEREAS, the Lee County Commission ("Commission") has recognized a need to support diversionary efforts in the County; and

WHEREAS, the County has determined that utilizing ARPA revenue replacement funds to cover the cost of salary and benefits for employees of the Alternative Sentencing Board is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1) Beginning with the pay period ending October 18, 2024 and continuing until pay period ending December 27, 2024 the County shall use up to \$67,437.86 of ARPA funds which are hereby designated as revenue replacement funds to facilitate the provision of the government services described herein by covering payroll and benefits of the Alternative Sentencing Board staff.

2) On no less than a quarterly basis, the County Administrator will calculate the actual costs of salary and benefits and will reimburse the Alternative Sentencing Board Fund accordingly.

3) The ARPA Program Director is charged with ensuring that revenue replacement funds allocated and expended to provide these government services will not be used in such a way

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as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its chairman on the 30th day of September, 2024.

Mrs. Leverette said the Alabama Legislature passed an Open Records Policy effective October 1, 2024. Mrs. Leverette said upon guidance from the ACCA she included several items for Commission consideration including: 1) Designation of a Public Officer to carry out the directives of the Open Records Act, and 2) Lee County Open Records Requests Policy Processes and Procedures and a fee schedule. Commissioner Morris made a motion, seconded by Commissioner Cannon to approve the following Resolutions to: 1) designate Mrs. Leverette to serve as the Public Officer of Lee County to carry out the directives of the Open Records Act, and 2) adopt the Open Records Procedures for accepting Public Records Requests. The motion carried unanimously.

**RESOLUTION
OPEN RECORDS
DESIGNATION OF PUBLIC OFFICER**

WHEREAS, it is the policy of the Lee County Commission (“Commission”) to comply with Alabama’s Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1, 2024, to allow Alabama residents to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information; and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, sets forth the general framework for responding to requests by Alabama residents to inspect and take a copy of a public record (“Public Records Requests”); and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, further provides that an Alabama resident “may request access to a public record by following the written procedures for accepting such requests established by the public officer having custody of the public record”; and

WHEREAS, the Commission desires to designate a public officer to carry out the directives of the Open Records Act, as amended by Act No. 2024-278, as they pertain to public records in the custody and control of the Commission and to develop and recommend to the Commission the adoption of procedures for accepting Public Records Requests.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that the Lee County Commission hereby designates Holly H. Leverette, Chief Administrative Officer to serve as the Public Officer of Lee County to carry out the directives of the Open Records Act, as amended by

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Act No. 2024-278, as they pertain to public records in the custody and control of the Commission and to develop and recommend to the Commission from time-to-time the adoption of procedures for accepting Public Records Requests.

**RESOLUTION
OPEN RECORDS PROCEDURES**

WHEREAS, it is the policy of the Lee County Commission (“Commission”) to comply with Alabama’s Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1, 2024, to allow Alabama residents to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information; and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, sets forth the general framework for responding to requests by Alabama residents to inspect and take a copy of a public record (“Public Records Requests”); and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, further provides that an Alabama resident “may request access to a public record by following the written procedures for accepting such requests established by the public officer having custody of the public record”; and

WHEREAS, by Resolution adopted on September 30, 2024 the Commission designated Holly H. Leverette, Chief Administrative Officer to serve as the Public Officer of Lee County to carry out the directives of the Open Records Act, as amended by Act No. 2024-278, as they pertain to public records in the custody and control of the Commission and to develop and recommend to the Commission from time-to-time the adoption of procedures for accepting Public Records Requests; and

WHEREAS, the Public Officer so designated has recommended the adoption of procedures for accepting Public Records Requests, which are set forth in full in the attachment to this Resolution and are incorporated by reference herein.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that, effective September 30, 2024 the Lee County Commission hereby adopts the procedures for accepting Public Records Requests as set forth in the attachment to this Resolution, the provisions of which are incorporated by reference herein.

Mrs. Leverette presented the following facts and figures of the FY2024-2025 Operational Budget. Mrs. Leverette said the total proposed budget revenues are \$65,237,204 compared to last year’s amended budget of \$62,952,424. The overall increase is 3.62% more than last year. Mrs. Leverette said the total proposed operational budget expenditures are \$70,738,319 compared to last year’s budget of \$68,410,457. Neither of those figures includes the capital budget. The overall increase in operational is 3.40% more than last year. Mrs. Leverette noted the following items: 1) single coverage portion of employees health insurance will remain at 100% of county cost; 2) family coverage portion of employees health insurance will be funded at 50% of county

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cost; 3) increased employee life insurance coverage from \$10,000 to \$25,000 per employee at 100% of county cost; 4) added an Employee Assistance Program (EAP) for all employees and members of their households at 100% of county cost; 5) cost of living adjustment of 2.00% to the Pay Classification Plan; 6) Merit raises with the possibility of 1%, 1.5% or 2% based on annual job performance are budgeted; 7) fifteen full-time and one part-time new positions across several departments, a 3% increase in total county staff; and 8) eleven positions were reclassified.

After the budget presentation, Commissioner Cannon made a motion, seconded by Commissioner Morris to adopt the Fiscal Year 2025 Budget as presented. The motion carried on a vote of 3-2 with Commissioners Long and LaGrand voting “No”.

Fiscal Year 2024 – 2025
County Commission Proposed Budget

<u>Commission Funds</u>	<u>Carryover**</u>	<u>Revenues</u>	<u>Expenditures</u>	Operating Transfers In / (Out)	Increase/ (Decrease)
General Fund	1,672,878	46,670,093	40,095,960	(8,247,012)	0
SRO	414,896	1,695,000	2,109,896		0
Recreation	776,365	1,615,000	1,985,649	(405,716)	0
General Fund – Total	2,864,139	49,980,093	44,191,505	(8,652,727)	0
Gasoline Tax Fund	12,145	2,332,000	7,193,709	4,849,564	0
RRR Gasoline Tax Fund	719,559	3,188,000	3,907,559		0
Rebuild Alabama Act Fund	500,000	2,000,000	2,500,000		0
Federal Aid Exchange Fund		400,000	400,000		0
Highway – Total	1,231,704	7,920,000	14,001,268	4,849,564	0
Reappraisal Fund	918,455	1,500,000	2,418,455		0
Refuse Disposal Fund	400,209	3,852,300	6,009,587	1,757,078	0
Capital Improvement Fund	86,608	760,000	846,608		0
Judicial Facilities Fund		492,500	90,500	(402,000)	0
Capital Projects Fund					0
Operational	5,501,115	64,504,893	67,557,923	(2,448,085)	0
Debt Service					

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2004/12 Debt Service - Jail Expansion	732,311	1,297,400	565,089	0
2010/19 Debt Service - Bridge Program		536,200	536,200	0
2013 Debt Service - Justice Center Expansion		613,658	613,658	0
2018 Debt Service - Recreation & Facilities		733,138	733,138	0
Total County Commission Funds:	5,501,115	65,237,204	70,738,319	0

**=Funds available above restricted, reserved and designated fund balances for one-time expenditures like capital equipment or projects

Next, Commissioner Morris, seconded by Commissioner Cannon, made a motion to amend the County's Pay Plan by 2% Cost of Living Adjustment (COLA) effective October 5, 2024. The motion carried unanimously.

Next, Commissioner Cannon, seconded by Commissioner Long, made a motion authorizing granting merit increases for FY2024-2025 based upon the employee annual evaluations. Such increases will be as follows:

- The employee must obtain at minimum a "Meets Expectations" for up to a 1.0% increase.
- The employee must obtain at minimum an "Exceeds Expectations" for up to a 1.5% increase.
- The employee must obtain at minimum a "Consistently Exceeds Expectations" for up to a 2.0% increase.

The motion carried unanimously.

Next, Mrs. Leverette asked the Commission to increase the portion of employees' health insurance family coverage that the County contributes from \$150 per month to 50% of county cost. Commissioner Morris, seconded by Commissioner Langley, made a motion to approve the increase as requested. The motion carried unanimously.

Last, Mrs. Leverette asked the Commission to schedule work sessions to discuss FY2025 capital and appropriations. Mrs. Leverette offered the following dates: Tuesday, October 15 at 4:00 p.m. prior to the regularly scheduled meeting and again immediately following that meeting; and, if necessary, at 5:00 p.m. on Wednesday, October 16, all to be held in the Commission chambers. Commissioner Cannon made a motion, seconded by Commissioner Long to schedule the work sessions as presented. The motion carried unanimously.

At approximately 7:35 p.m. Commissioner Cannon made a motion, seconded by Commissioner Morris to adjourn. The motion carried unanimously.

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The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Tuesday, October 15, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected officials in attendance: Sheriff Jay Jones, District Attorney Jessica Ventiere, Revenue Commissioner Oline Price and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn news reporter Alex Husting.

EMA Assistant Director Austin Jones said the department was awarded a grant for \$12,000 from Mid-South RC&D Council for a new emergency response trailer. Mr. Jones said the trailer will be housed at the LCEMA building and will be the new response trailer #1. The grant includes purchase of the trailer, striping, and outfitting of the trailer and tie down points. Mr. Jones said with this addition they will be able to place trailers in Loachapoka and Smiths Station for quicker response times. Commissioner Morris thanked Mr. Jones for being responsive to him since Mrs. Rita Smith is currently in North Carolina assisting in the aftermath of Hurricane Helene. Mr. Jones said she will be traveling home tomorrow and has been assisting with Public Information and FEMA funding guidance on county reimbursements. Commissioner Cannon questioned if the RC&D offers other grants, especially for the Beulah Volunteer Fire Department. Mr. Jones answered affirmatively, saying they have been helping assist several local first responders in completing the applications for the grant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, procurement card transactions listing and a copy of the September 30, 2024 minutes. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried unanimously.

Judge English presented second reading of Cheryl Benford-Piner on the Lee County Recreation Board. Commissioner LaGrand made a motion, seconded by Commissioner Langley to reappoint Cheryl Benford-Piner to the Lee County Recreation Board representing District 5. The motion carried unanimously.

BE IT RESOLVED, the Lee County Commission hereby reappoints Cheryl Benford-Piner to the Lee County Recreation Board representing District 5 to serve a five-year term from October 14, 2024 to October 13, 2029.

Mrs. Leverette discussed the adopted "Lee County Commission Guidelines for Residential Garbage Fees" as presented at the last meeting. Mrs. Leverette said County Attorney Stan Martin recommended that the county adopt those guidelines into the County Policies and Procedures as the "Lee County Commission Rules and Regulations for Residential Garbage Fees". Mrs. Leverette included a copy in the Commission packets of an updated Resolution for

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Commission consideration, which removed the language about civil action after the Commission recommended that wording be removed. Commissioner LaGrand said even though the wording has been changed, he still does not feel good about it. Mrs. Leverette said as presented at the last meeting the resolution also allows the County to authorize Advanced Disposal Services Alabama, LLC (ADSI) to pick up collection carts and suspend services for delinquent accounts in accordance with Code of Alabama §22-27-5(e) and the Rules and Regulations. The carts will be picked up by ADSI starting October 21, 2024, which will take approximately six weeks. Commissioner Long made a motion to authorize the Chairman to sign the Resolution and to adopt the guidelines into the County Policies and Procedures as the “Lee County Commission Rules and Regulations for Residential Garbage Fees” as presented. The motion was seconded by Commissioner Morris and passed on a vote of 4-1 with Commissioner LaGrand voting “No”.

RESOLUTION

WHEREAS, the Lee County Commission, hereinafter the Commission, provides services for the collection and disposal of solid wastes to the general public pursuant to the “Solid Wastes and Recyclable Materials Act,” hereinafter Act, being section 22-27-1 et seq. Code of Alabama (1975), and

WHEREAS, section 22-27-3(a)(2) of the Act states in part as follows: “Any county commission or municipal governing body providing services to the public under this article shall have the power and authority by resolution or ordinance to adopt rules and regulations providing for mandatory public participation in and subscription to such system of services,” and the Commission has resolved that such system of services is mandatory in Lee County, Alabama, and

WHEREAS, the Commission approved and adopted “Lee County Commission Billing Guidelines for Residential Garbage Fees” at its regular meeting on May 28, 2024, said Guidelines being the rules and regulations authorized by the Act, and

WHEREAS, it is proper pursuant to the Act to refer to said Guidelines as “Lee County Commission Rules and Regulations for Residential Garbage Fees,” and

WHEREAS, said Rules and Regulations contain a section on page 5 entitled “Garbage Disposal Fee Collection of Delinquent Accounts,” which states as follows:

GARBAGE DISPOSAL FEE COLLECTION OF DELINQUENT ACCOUNTS

- A late fee of \$15 will be applied to any account that is not paid in full within 30 days of the due date (**October 1st, January 1st, April 1st, and July 1st**).
- Any resident whose solid waste account is delinquent will receive a letter showing the balance owed and will include a 60-day notice of cart pick up and service suspension.
- Any account not paid for in full within 90 days of the due date will be deemed unserviceable.
- Any unserviceable account will lose curbside bulk collection eligibility and the residential cart will be picked up until the account is brought up to date.
- In the event an account is deemed unserviceable, and the cart is picked up, any unpaid balance including late fees, a \$25 cart delivery fee, \$55.50 for the first quarter of reactivated service and/or any returned check fees must be paid in full before service will be reactivated

These Rules and Regulations shall be followed, and

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WHEREAS, the Commission entered into a Contract with Arrow Disposal Service, Incorporated, hereinafter ADSI, on November 19, 2021, which Contract was extended on August 26, 2024, and the Commission has determined that it is time for ADSI to begin the process of picking up the Collection Carts for delinquent accounts pursuant to the Rules and Regulations, and

WHEREAS, section 22-27-5(e) of the Act provides for the suspension of services, and the Commission has determined that suspension of services is appropriate for the delinquent accounts pursuant to the Act and the Rules and Regulations, and

WHEREAS, it is also appropriate to rescind any previous rules, regulations, or guidelines which conflict with the current Rules and Regulations or are no longer applicable in light of the Commission's transition to a curbside system of services.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Commission that the "Lee County Commission Billing Guidelines for Residential Garbage Fees" are amended to change the title to "Lee County Commission Rules and Regulations for Residential Garbage Fees," and

BE IT FURTHER RESOLVED by the Lee County Commission that ADSI shall pick up the Collection Carts and suspend services for delinquent accounts, all in accordance with the Act and the Rules and Regulations, and

BE IT FURTHER RESOLVED by the Lee County Commission that any previous rules, regulations, or guidelines which conflict with the current Rules and Regulations or are no longer applicable because of the Commission's transition to a curbside system of services are hereby rescinded. All other previous Rules and Regulations remain in effect.

County Engineer Justin Hardee presented the final plat for Porter's Place Subdivision carried over from the last meeting. Mr. Hardee said the item was carried forward because several citizens expressed concerns about the survey and property pins. Mr. Hardee said the Highway Department reviewed the plat and it meets the county's regulations. Mr. Hardee said the Highway Department communicated with the surveyor and tried to address the issues raised. Commissioner Long said he spoke with the surveyor as well. Commissioner Long said from his first day in office, his understanding is that if the plat meets the county's regulations, then the county is required to sign it. Commissioner Long said he has to trust a professional surveyor. Upon this discussion, Mr. Hardee recommended the Commission approve the final plat for Porter's Place Subdivision. Commissioner Long made a motion, seconded by Commissioner Cannon to approve the final plat for Porter's Place Subdivision as presented. The motion carried unanimously.

Commissioner Long said he wanted the Commission to discuss the renewal of Mr. Hardee's contract. Commissioner Long said he has had the opportunity to work with Mr. Hardee since coming on the Commission sixteen years ago. Commissioner Long said Mr. Hardee was the Assistant Engineer under Neal Hall, but once Mr. Hall retired Mr. Hardee replaced him as County Engineer. Commissioner Long said Mr. Hardee is a man of integrity and all his

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employees have that same attitude. Commissioner Long said Lee County is extremely fortunate to have Mr. Hardee in this role. Commissioner Long made a motion to authorize the Chairman to sign the renewal of Mr. Hardee's contract to take effect at the end of his current contract. The motion was seconded by Commissioner Morris and carried unanimously.

Sheriff Jones presented a Special Events Retail license application for Premium Pours Bartending for a Wine Festival which will be a one-day event held on October 19, 2024 at Stone and Ivy. Sheriff Jones said Premium Pours Bartending has been approved for the same type of license previously. Commissioner Long questioned if the establishment is in the city limits of Opelika. Sheriff Jones said it is in Opelika's Police jurisdiction. Commissioner LaGrand made a motion, seconded by Commissioner Langley to approve the following Resolution approving the Special Events Retail license for Premium Pours Bartending as presented.

BE IT RESOLVED, the Lee County Commission hereby approves the Special Events Retail license for Premium Pours Bartending for an event at Stone and Ivy located at 2611 Columbus Parkway, Opelika, Alabama 36801.

Next, Revenue Commissioner Oline Price presented two job descriptions for reclassification. They are 1) an Office Manager at a Pay Grade 113 and 2) a Taxpayer Services Representative/Training Coordinator at a Pay Grade 110. Mrs. Price said both positions are going up by one Pay Grade. Mrs. Price said the two positions are budgeted in the FY2025 Budget. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve the reclassifications of the two positions; one an Office Manager at a Pay Grade 113 and the other position a Taxpayer Services Representative/Training Coordinator at a Pay Grade 110. The motion carried unanimously.

Mr. Hardee said from time-to-time citizens approach Commissioners and Highway Department personnel about what the requirements are for the county to begin maintaining a private dirt road. Mr. Hardee said citizens in District 5 have asked and most recently citizens in District 4 have asked for those requirements. The Highway Department has reached out to some other counties and developed a draft policy for Commission consideration so that we can provide the citizens with a clear and consistent answer. Mr. Hardee said the procedure includes 15 requirements that must be met prior to consideration of accepting a private dirt road for maintenance by the Commission. Commissioner Morris asked if the roads in District 4 and District 5 met all 15 requirements. Mr. Hardee said no. Commissioner Morris said he does not want the requirements to be so strict that they can't be met. Mr. Hardee said he went by a template from other counties. Commissioner Cannon questioned which requirements were not met. Mr. Hardee said property concerns where people rent the land and are not actual owners, and for use of property along a cul-de-sac for delivery trucks and school buses to turn around.

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Commissioner LaGrand thanked Mr. Hardee for the work he has done for this issue. Commissioner Langley said he appreciates it too but feels the county must have consistency for each dirt road. Commissioner Long said over the years he has seen this and most times it appears to be a driveway, and his concern is the cost to the county. Mr. Hardee said no action is necessary tonight, but he would like the Commission to review it, and possibly he would bring it back for Commission consideration at the October 28 meeting.

Mr. Hardee presented the final plat approval for Pine Ridge Subdivision for Commission consideration. Mr. Hardee said Pine Ridge Subdivision has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said the proposed subdivision is located in District 4 and is adjacent to Lee Road 158. Mr. Hardee said the development consists of six lots, the smallest lot being 6.03 acres, with no new infrastructure. Mr. Hardee said adjacent property owners were notified of the development by letters mailed on September 25, 2024, so they may attend and voice their support, opposition, or obtain more information. Since no one was in attendance, Commissioner Langley made a motion, seconded by Commissioner Long to approve the final plat for Pine Ridge Subdivision located in District 4. The motion carried unanimously.

Next, Mr. Hardee presented final plat approval for Pine Meadow Subdivision for Commission consideration. Mr. Hardee said Pine Meadow Subdivision has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said the proposed subdivision is located in District 5 and is adjacent to Lee Road 129 and Lee Road 175. Mr. Hardee said the development consists of 20 lots, the smallest lot being 1.50 acres, with no new infrastructure. Mr. Hardee said adjacent property owners were notified of the development by letters mailed on September 25, 2024, so they may attend and voice their support, opposition, or obtain more information. Mr. Harrison Bryce appeared asking when the development will begin and questioned what type of homes will be built on the lots. Judge English said the developer cannot sell lots until the plat is approved by the county, but once that is done, the Commission has no control over the developer's timetable. Judge English said the Commission is approving a design, the Commission cannot restrict the size of structures, only a requirement for lot sizes. Mr. Hardee said the smallest lot is one and a half acres, which meets the county's minimum requirement. Commissioner Cannon questioned reaching out to the developer to see if they have covenants on the subdivision. Mr. Hardee said the surveyor Mr. McBride is in attendance and he may know. Mr. McBride said they will be stick-built homes with a minimum of 2,300 sq. ft., approximately \$400,000 plus, but he is unsure if there are any covenants. Myron Nelson appeared asking if he could table the matter as a citizen. Judge English said he cannot, only the Commissioners can. Mr. Nelson said his property has covenants for five more years. Mr. Nelson said he has seen red-headed woodpeckers on the property, and that needs to be researched. Commissioner LaGrand said he would like to table the item. Commissioner LaGrand made a motion, seconded by Commissioner Langley to table the

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discussion. The motion carried unanimously.

Chief Administrative Officer Holly Leverette presented for Commission consideration the reclassification of two positions, they are: 1) Senior Accountant; and 2) Assistant Chief Financial Officer. Mrs. Leverette said the workload in the Finance Department of the Commission Office has significantly increased as the County Budgets including procurement and payables have grown over the last five years. There is also an increased need for review and additional oversight of the purchases being submitted by departments and the payments being issued to vendors. Mrs. Leverette said currently the tasks of purchasing, payables and payroll duties are being supervised by the Chief Financial Officer as well as other duties including overseeing the Commission Billing Office. There is a need for more of a middle management structure in the Finance Department so that all of the supervisory and procedural responsibilities do not continue to fall on one employee. Restructuring the Finance Department will also create advancement opportunities within the department and allow for succession planning for the future. The first reclassification is the Senior Accountant which is being updated to include supervision of two Procurement and Payables Specialists. The pay grade is increasing from Pay Grade 116 to 118. The Assistant Chief Financial Officer duties are being updated to include responsibilities for overseeing Payroll and supervision of the Payroll Accountant. The pay grade is increasing from Pay Grade 117 to 118. Both positions will be exempt positions. Both employees occupying these positions are currently in the Pay Grade 118, so according to policy they will both receive a 5% increase. Judge English interjected saying he echoes Mrs. Smith's email saying they have been told to wait until the next pay study. Mrs. Leverette said these two positions would be excluded from the pay study. Judge English asked to be on the next agenda to reclassify some positions in the Probate Office. Mrs. Leverette said these positions were included in the budget saying she knew they needed to be included in the budget. Mrs. Leverette said both reclassified positions were budgeted for in the FY2025 Operational Budget approved on September 30, 2024. Commissioner Langley made a motion, seconded by Commissioner Cannon to approve the reclassifications for the Staff Accountant and the Assistant Chief Financial Officer as presented. The motion carried on a vote of 4-1 with Commissioner LaGrand voting "No".

Mrs. Leverette presented several job changes for the Information Services Department. Mrs. Leverette said the demands in the department have grown significantly as the technologies the county departments are using are evolving by the number of systems and the type of system. Those systems add to the increased demand of the Information Services Department awareness and monitoring of the security of the systems as well. The Help Desk has seen an influx of calls because of the higher demand. Mrs. Leverette said the department is requesting a new position, Software Support Specialist, to work with the departments, helping them manage and troubleshoot their various software products. The position will aid in the customization of software and work closely with end-users to train them on using different third-party software solutions. The position will be a Pay Grade 115 with a salary range of \$53,228.15 - \$61,212.37.

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Next, Mrs. Leverette said upon reviewing all the positions and workload in the department it was determined the Systems Administrator, and the Network and Access Control Analyst job descriptions needed to be reclassified to reflect the tasks and responsibilities those employees were actually handling on a day-to-day basis. The System Administrator position is increasing from a Pay Grade 118 to a Pay Grade 120. The title of the Network and Access Control Analyst is changing to Network Security Administrator and the pay grade is increasing from a Grade 115 to a Grade 118. Both employees occupying these positions are currently in the pay range of the positions being classified to, therefore, they both will see a 5% increase, by policy. Mrs. Leverette said the new position of Software Support Specialist and the two positions reclassified were budgeted for in the FY2025 Operational Budget approved on September 30, 2024. Upon the presentation, Commissioner Long made a motion, seconded by Commissioner Cannon to approve the new position Software Support Specialist at a Pay Grade 118 and to reclassify the System Administrator at a Pay Grade 120 and to reclassify the Software Support Specialist at a Pay Grade 118. The motion carried unanimously.

Mrs. Leverette presented a FY2024 budget amendment for the payment of \$371,022.67 to Gamble Winter Construction for their pay application for the Justice Center Project. Mrs. Leverette said unallocated revenues from the Capital Projects fund from FY2024 need to be recognized for same amount of \$371,022.67 to pay the September 2024 pay application #19 from Gamble Winter Construction. Judge English questioned the amounts on the chart. Mrs. Leverette said that is retainage and architect fees, which are not included. Commissioner Morris made a motion, seconded by Commissioner Cannon to approve the budget amendment of \$371,022.67 from unallocated revenue from the FY2024 Capital Projects Fund as presented. The motion carried unanimously.

Parks Director Ryan Norris presented the results of Bid #2024-16 for landscaping services for the Loachapoka Community Park. Mr. Norris said bids were opened October 8, 2024 and only received one bid which was higher than the estimated bid bracket. Commissioner Long questioned how many vendors were sent the bid. Mr. Norris said eight. Mr. Norris recommended the Commission reject the bid so he could negotiate at a lower price than the one received on the bid. Mr. Norris said the negotiation process is allowed by the Code of Alabama §39-2-6(b). Commissioner Cannon made a motion, seconded by Commissioner LaGrand to reject the bid and allow for negotiations lower than the bid price. The motion carried unanimously. Commissioner LaGrand asked when Loachapoka Syrup Sopping would be this year. Ms. Lockhart, a Loachapoka resident, responded October 26. Commissioner LaGrand added he would be there.

Last, Environmental Services Director John McDonald presented the Scrap Tire Right-of-Way Contract with the Alabama Department of Environmental Management for Commission consideration. Mr. McDonald said the program has been a great benefit for Lee County by

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helping offset the cost of keeping scrap tires cleaned up and taken to an appropriate facility for disposal. Mr. McDonald recommended the Commission grant approval for the Chairman to sign the agreement to continue participation in the program. Commissioner Long questioned if citizens can bring tires on the free disposal day. Mr. McDonald said no. Commissioner LaGrand made a motion, seconded by Commissioner Morris to authorize the Chairman to sign the agreement with the Alabama Department of Environmental Management for scrap tires. The motion carried unanimously.

At approximately 6:00 p.m. Commissioner Cannon made a motion, seconded by Commissioner Langley to adjourn into a work session on Capital and Appropriations. The motion carried unanimously.

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The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, October 28, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Gary Long, Tony Langley and Richard LaGrand. Elected officials in attendance: Sheriff Jay Jones and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn news reporter Alex Husting.

Lee County Engineer Justin Hardee said prior to the Commission meeting an Open House and Ribbon Cutting was held for the new Engineering Facility. Mr. Hardee said the official opening of the facility to the public will be November 18, 2024. Mr. Hardee said he is proud to have a new facility for the public but especially for his employees. Mr. Hardee said he was employed in January 2002 and at that time the County Engineer Neal Hall expressed a need for a central facility. Mr. Hardee said now 22 years later it has come to fruition. Mr. Hardee said the new state-of-the-art facility is located on approximately 21 acres which includes: an administrative building, a central maintenance facility, pole barns to cover their equipment from the elements, a sign shop for making new signs and for sign repairs, a CRS 2 and tar tank area for the pothole patching operation, and a herbicide area. Mr. Hardee said previously they utilized a little under 10 acres housing the administrative personnel on Orr Avenue, the county shop on Auburn Avenue and four individual camps throughout the county. Mr. Hardee said he wanted to thank several people, especially the Commissioners, for authorizing the expenditure of funds for the project. Mr. Hardee thanked Architect Randy Wilson, and the builder Gamble Winter Construction. He especially wanted to thank Assistant County Engineer Patrick Harvill who took on the project from the beginning and was the point of contact with the architect and builder; saying he did a fantastic job ensuring everything went according to plan. Mr. Hardee thanked both the chief administrative officer and chief financial officer for their help in finding the necessary funds to be debt free on the project.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, procurement card transactions listing and a copy of the October 15, 2024 minutes. Commissioner Cannon made a motion, seconded by Commissioner Long, to approve the consent agenda items as provided. The motion carried unanimously.

Under Old Business, Commissioner Long said after reviewing County Attorney Stan Martin's memorandum concerning Oliver Trails Subdivision, he said he is satisfied with the explanation. Commissioner Long said he has nothing further to discuss and that no action is necessary at this time.

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Next, Mr. Hardee said final plat approval for Pine Meadow Subdivision is back before the Commission after several citizens expressed concerns at the last meeting. Mr. Hardee said the subdivision meets the *Lee County Subdivision and Land Development Regulations*. The subdivision is located in District 5 adjacent to Lee Road 129 and Lee Road 175 with no new infrastructure. Commissioner LaGrand asked if there was anyone in attendance on the matter. After no response, Commissioner LaGrand made a motion, seconded by Commissioner Long to approve the final plat for Pine Meadow Subdivision. The motion carried unanimously.

Sheriff Jones asked the Commission to reclassify two positions for the Sheriff's Office. Sheriff Jones said he would like to reclassify a booking officer position to a purchasing agent position. Sheriff Jones said growth in daily jail operation warrants this change. Sheriff Jones said the reclassification would be a salary reduction from Pay Grade 112 to Pay Grade 111. Next, Sheriff Jones said there is a need to reclassify a School Resource Officer (SRO) position to an SRO/K9 Officer position. Sheriff Jones said the department was awarded the Sheriff Larry Amerson K9 Scholarship for 2024 resulting in the acquisition of a fully trained K9 at no cost to the county (a \$30,000 value) to be assigned to the SRO Division. Sheriff Jones said due to the training requirements of the position he feels it warrants a salary increase from a Pay Grade 114 for an SRO Deputy to Pay Grade 115 for an SRO Deputy/K9 Handler. Commissioner Long made a motion, seconded by Commissioner Langley to authorize the reclassification of the two positions, for a purchasing agent and an SRO Deputy/K9 as presented. The motion carried unanimously.

Sheriff Jones presented an agreement with Axon Enterprises for body worn cameras and equipment maintenance for Commission consideration. Sheriff Jones said the equipment ties in with their current equipment and includes equipment upgrades every 2½ years which will provide the department with the latest technology. Further, he said storage of the information will shift totally to a digital platform with the latest cloud-based technology, which will be beneficial in retaining the footage. Sheriff Jones said the Sheriff's Office will initially receive 20 body worn cameras, but a total of 40, if funds are available. The total amount of the 6-year agreement for the cameras, equipment and installation is \$978,827.78, with the first payment totaling \$98,503.66 will be due in January 2025. Sheriff Jones said there is an additional cost of \$58,582.01 for the interview rooms which includes cameras, equipment and installation. Commissioner Cannon questioned if this is a budgeted expenditure. Sheriff Jones deferred to CFO Anna-Kate Padgett who said it is, most is allocated in the current operational budget with a portion in the capital budget. Commissioner Cannon made a motion, seconded by Commissioner Morris, to authorize the Chairman sign the agreement with Axon Enterprises for body worn cameras and maintenance as presented. The motion carried unanimously.

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INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This agreement (“the Agreement”) is hereby made this 15th day of October, 2024, by the Lee County Commission (“Agency”) and Axon Enterprises, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties”.

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories” (the Sourcewell Contract”) which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit B and incorporated herein by reference (the “Quote”).
2. The Parties agree that the terms and conditions outlined under the attached Exhibit A – Addendum to Sourcewell Agreement shall apply and are hereby incorporated as part of this Agreement.
3. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the Sourcewell Contract.

This Agreement, together with Sourcewell Contract #101223-AXN, and the Exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussion of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the document conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. (Exhibits A and B are available in the Commission Office).

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Sheriff Jones presented a Memorandum of Understanding with HealthPlan Freedom, Inc. for inmate medical insurance. Sheriff Jones said the Affordable Care Act (ACA) of 2010 has undergone numerous modifications since it passed. Sheriff Jones said an element of the ACA is medical cost coverage for inmates who are awaiting sentencing. Sheriff Jones said the coverage applies to inmates whose income is below the government established poverty level. The coverage applies to off-site medical expenses only, which include hospital, doctor and prescription medication costs. Sheriff Jones said standard deductibles still apply but the detention center medical expenditures would decrease significantly, since there is no cost to the county to participate. Sheriff Jones said they have engaged HealthPlan Freedom, Inc. by MOU to administer the ACA Insurance program. Additionally, after release an inmate has the option to continue the coverage. Upon this presentation, Commissioner Cannon made a motion, seconded by Commissioner Long, to authorize Sheriff Jones to enter into the agreement with HealthPlan Freedom, Inc. to administer the ACA Insurance program at no cost to the county. The motion carried unanimously.

Sheriff Jones presented the results of Bid #2025-01 for uniform dry cleaning. Sheriff Jones said out of five bids mailed only two were returned. The two bids were from Main Street Cleaners of Opelika and Wade Cleaners of Columbus, Georgia. Sheriff Jones said the low bidder is Wade Cleaners of Columbus, Georgia. Sheriff Jones said the vendor will pick-up and drop-off uniforms weekly at the Sheriff's Office. Commissioner Morris made a motion, seconded by Commissioner Cannon to approve the lowest responsive bid from Wade Cleaners for uniform laundry and dry cleaning as presented. The motion carried on a vote of 4-1 with Commissioner LaGrand voting "No", saying he likes to support local vendors.

Next, Sheriff Jones presented the results of Bid #2025-02 for fleet vehicle oil changes. Sheriff Jones said out of seven bids mailed, four were returned. Sheriff Jones recommended the low bid of Precision Auto Tune be accepted. Commissioner LaGrand made a motion, seconded by Commissioner Langley to award Bid #2025-02 to the lowest responsive bid from Precision Auto Tune for fleet vehicle oil changes. The motion carried unanimously.

Mr. Hardee said the final plat for Replat and Subdivision of Lots 1A and 2A Salem Ridge Plat No. 2 has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said the proposed subdivision is located in District 4 adjacent to Lee Road 154 and Lee Road 155. Mr. Hardee said adjacent property owners were notified of the development by letters mailed on October 17, 2024, so they may attend and voice their support, opposition, or obtain more information. Mr. Hardee acknowledged there were several in the audience to address this issue.

First, Bryan Stone appeared before the Commission saying the property originally was going to be a Boat & RV Storage facility, but after examining the location, he found a better

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commercial site on Highway 280 for that purpose. Mr. Stone said now they are going to build two houses on this lot with an adjoining driveway. Ms. Viola Colquitt, who has a lot on Highway 280 in the subdivision, said she was told no one would build behind her property. Ms. Colquitt said people use the road like it is a speedway, saying she is not in favor of another subdivision off Lee Road 155. Judge English explained that if the plat meets the county's subdivision regulations the county must approve it. Mr. Hardee said the shared driveway access off Lee Road 155 meets county standards. Judge English said it helps us understand the situation if people offer their opinions. Commissioner LaGrand said he values her opinion, especially concerning children playing in the area. Next, Ms. Ashley Douglas spoke saying she does not believe there is enough room to accommodate two households sharing the same driveway. Ms. Douglas said she purchased her home in December and was told nothing would be built there. Ms. Douglas questioned if another entrance could be used to access the houses. Judge English again reiterated that the plat meets the county requirements. Mr. Hardee said the shared width of the two driveways is 60 feet, where a normal driveway is about 12 to 15 feet wide; saying it meets county standards. Judge English said it is up to the developer to determine where the driveway is placed, not the county. Mr. Stone said he has owned the property for a year and decided to utilize five acre lots for the development, saying he never indicated or said nothing would be built on the lot. Mr. Stone said he wants to be a good neighbor, saying two houses on 10 acres should be sufficient. Judge English questioned if True South LLC was the entity that told Ms. Douglas nothing would be built there. Ms. Douglas said it was Houston Homes.

After this discussion, Commissioner Langley said he believes 60 feet is ample room for two lots to share one driveway. Commissioner Langley made a motion, seconded by Commissioner Long to approve the final plat for replat and subdivision of Lots 1A and 2A Salem Ridge Plat No. 2. The motion carried on a vote of 4-1 with Commissioner LaGrand voting "No".

County Administrative Officer Holly Leverette said with the completion of the 2024 fiscal year, the need to carry over certain funds budgeted in FY2024 need to be carried over into the FY2025 Budget. Most of these items are for purchases that have been delayed as a direct result of adverse global supply chain issues or where items have not come in before the end of the fiscal year. Also, there is a proposed listing of capital items to be included in the FY2025 Budget based on the budget work session held on October 15, 2024. Additionally, funds totaling \$5,143,386.66 need to be moved from the General Fund to the Capital Projects Fund specifically for items in the Capital Projects Fund. Judge English questioned if the carryover of \$16 million includes the \$5 million. Mrs. Leverette said some of it was and some of it wasn't. Commissioner Cannon asked if the amount is 23% of reserves. Mrs. Leverette concurred, saying upon the direction of the Commission, there is \$15 million in county reserves. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve and replace the FY2025 Budget for budgeted items carryover, FY2025 Capital Budget and Capital Projects Fund transfers as presented. The motion carried on a vote of 3-1-1 with Commissioner Long voting "No" and Commissioner LaGrand abstaining.

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REPLACEMENT FY2024-2025 Commission Budget

<u>Commission Funds</u>	<u>Carryover**</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Transfers In / (Out)</u>	<u>Increase/ (Decrease)</u>
General Fund	10,169,858	46,807,673	42,843,583	(14,133,949)	0
SRO	939,937	1,695,000	2,634,937		0
Recreation	776,365	1,615,000	1,985,649	(405,716)	0
General Fund – Total	11,886,160	50,117,673	47,464,169	(14,539,664)	0
Gasoline Tax Fund	772,595	2,332,000	8,697,709	5,593,114	0
RRR Gasoline Tax Fund	1,314,443	3,188,000	4,502,443		0
Rebuild Alabama Act Fund	632,449	2,000,000	2,632,449		0
Federal Aid Exchange Fund		400,000	400,000		0
Highway – Total	2,719,487	7,920,000	16,232,601	5,593,114	0
Reappraisal Fund	960,455	1,500,000	2,460,455		0
Refuse Disposal Fund	400,209	3,852,300	6,009,587	1,757,078	0
Capital Improvement Fund	86,608	760,000	846,608		0
Judicial Facilities Fund		492,500	90,500	(402,000)	0
Capital Projects Fund			5,143,387	5,143,387	0
Operational	16,052,919	64,642,473	78,247,307	(2,448,085)	0
Debt Service					
2004/12 Debt Service - Jail Expansion		732,311	1,297,400	565,089	0
2010/19 Debt Service - Bridge Program			536,200	536,200	0
2013/21 Debt Service - JC Expansion			613,658	613,658	0
2018 Debt Service - Recreation & Facilities			733,138	733,138	0
Total County Commission Funds:	16,052,919	65,374,784	81,427,703	0	0

** = Funds available above restricted, reserved and designated fund balances for one-time expenditures like capital equipment or projects

Judge English said EMA Director Rita Smith is out due to the recent hospitalization of her husband so her agenda items will be carried forward.

Parks Director Ryan Norris presented a recommendation for an update to the Lee County Parks Rental Agreement. Mr. Norris said on September 28 there was an incident at the Beauregard Park involving the Opelika Dawg Pound group where park equipment was damaged. Mr. Norris said three individuals in attendance broke into a locked shipping container, removed the infield machine from the container, and removed the Land Master UTV from the container,

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without permission. Mr. Mr. Norris said the individuals proceeded to drive the UTV through the gravel parking lot and other open areas of the park and damaged the UTV totaling \$183.98. Additionally, there are two previous instances, involving the same group, of damages to the park totaling \$144.55. Commissioner Long questioned the invoice in the packets from Ace Hardware. Mr. Norris said that was a repair from a previous incident. Mr. Norris said he would like the Commission to suspend the agreement with Opelika Dawg Pound group and ban them from using the park facilities until the 2026 season. Commissioner Langley said since the 2024 season is almost done, he would recommend the group be banned for the upcoming 2025 season. Mr. Norris asked for clarification if the Commission wishes to terminate the remainder of the 2024 season, suspend play for the 2025 season with a return in the 2026 season. Commissioner Langley confirmed. Mr. Norris said he would keep his eyes and ears open over the next season to see if this group's record improves. Commissioner Langley made a motion, seconded by Commissioner Cannon to terminate the 2024 Agreement with the Opelika Dawg Pound group and restrict the group from renting fields until the 2026 season. The motion carried unanimously.

Solid Waste Director John McDonald had a conflict today, so Mr. Hardee handled the update on the 4th Quarter Disposal Day held October 5, 2024. Mr. Hardee said the event was successful in collecting approximately 44.89 tons of trash and bulk items. Additionally, the department was able to separate 7.5 tons of trash to be recycled. Mr. Hardee thanked the Lee County Sheriff's Office for providing deputies for visibility at the locations. Mr. Hardee thanked the Lee County Board of Education for allowing the department to use three school locations at Beauregard, Beulah and Loachpoka. Mr. Hardee said the two other drop-off locations were at the Bottle in Auburn and our Motts location in Smiths Station. Mr. Hardee said the next free disposal date has not been determined.

Human Resources Director Lisa Ruffin asked the Commission to approve a funding request from the Contingent fund for supplies for the upcoming Health and Benefits Fair scheduled for November 12, 2024. Mrs. Ruffin said there are several items that need to be purchased to include a banner, packaged snacks and other miscellaneous items. Mrs. Ruffin said the banner can be used for several years. Commissioner LaGrand made a motion, seconded by Commissioner Morris to authorize up to \$600 from the Contingent fund for the 2024 Health and Benefits Fair to purchase a banner and necessary supplies. The motion carried unanimously.

Lastly, Commissioner Long introduced his family in attendance for his last Commission meeting. First, he introduced his wife Brenda, saying in February they will have been married 50 years. Commissioner Long said it has not always been easy. They successfully raised two daughters, Brandy and Lindsay. Commissioner Long said Brandy begged him two years ago to quit, he said he told her to pray about and he would do God's will. Commissioner Long said he never had sons, but has been blessed with two sons-in-law, Jason Flowers and Adam Littleton.

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Also, he said he has four incredible grandchildren, including one in attendance, Kendall, for whom he recently had the honor of officiating at her wedding. Commissioner Long said the Lord blessed him to serve 16 years on the Commission. Commissioner Long said he would like to say he is going to miss serving on the Commission, but said he is ready to be home on Monday nights. Commissioner Cannon thanked Commissioner Long for his support after he was elected to the Commission, saying he learned a lot from Commissioner Long. Commissioner Morris said Commissioner Long has a heart for service. Judge English said he would miss sitting alongside Commissioner Long, saying he is leaving in January also.

At approximately 6:05 p.m., as his last motion, Commissioner Long made a motion, seconded by Commissioner Cannon to adjourn. The motion carried unanimously.

Judge English reminded everyone according to Code of Alabama §11-3-1 the next county commission meeting will be held on Wednesday, November 13, 2024 and will be the organizational meeting.

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The Lee County Commission convened an organizational session at the Courthouse in Opelika, Alabama, Wednesday, November 13, 2024 pursuant to *Code of Alabama* §11-3-1. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Tony Langley, and Richard LaGrand. Elected officials in attendance: Opelika Mayor Gary Fuller, City Council President Eddie Smith, Sheriff Jay Jones, Revenue Commissioner Oline Price and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn news reporter Alex Husting.

Judge English had the honor of swearing-in of new Commissioner Jeff Drury and returning Commissioners Doug Cannon and Richard LaGrand. Commissioner Drury was joined by his wife Susan, who held the family Bible, and his children for his swearing-in. Commissioner Cannon was joined by his wife Amanda and their grandchildren who held the family Bible for his swearing-in. Judge English then performed the swearing-in of Commissioner Richard LaGrand who was joined by his wife Katie and a friend holding the Bible for the memorable occasion. Commissioner Drury joined the others on the bench.

Judge English gave an update on the General and Constitutional Election held Tuesday, November 5, 2024. He said it was the lowest turnout for a Presidential election in 24 years at 54.5%. Judge English said he does not do it alone; that it involves many county employees and recognized IT Director Amanda Sides and her staff; Maintenance Director Jerry Lynch and his staff. Judge English said Mrs. Sides and her staff worked for about a month getting the poll books ready for the election. He said the maintenance department handles delivery of the voting machines, tables, chairs and supply boxes with the election materials to all the 25 precincts in the county on the days leading up to the election and recovers them promptly beginning the day afterwards. Judge English said he would be remiss not to recognize all the poll workers who work a 14-hour plus day on Election Day for a mere \$125, saying most do it because they feel a sense of civic duty, not for the money. Judge English said his staff helped by answering the phones on election day, and three worked election night handling the incoming returns. He said all in all the election went well with only a few hitches. Judge English asked for a show of hands from audience members who voted in the morning, with several raising their hands, saying that based on the morning turnout he was concerned but as the day went on the lines evened out. Judge English also recognized the work of the Board of Registrars saying they register and remove voters and said if anyone has any concerns over their voter registration, to contact them. Last, but not least, he thanked Sheriff Jones, saying his deputies were fully deployed, working traffic and security during the day and then assisting poll workers in closing down the poll pads. Once finished, they return closing materials from each of the 25 precincts. Judge English said there were a total of 134,144 registered voters. Judge English said he, Sheriff Jones and Circuit Clerk Mary Roberson finished counting provisional votes yesterday. Commissioner Cannon thanked everyone involved in making the election successful. Commissioner LaGrand thanked

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all of the poll workers saying he would like to find a way to increase the poll worker pay. Judge English recognized the next Probate Judge Jere Colley and new District Judge Samantha Copelan who were in attendance.

Next, EMA Director Rita Smith said a new requirement by the Commission Office is to notify the Commissioners of any grants. Mrs. Smith said they were awarded a Homeland Security grant totaling \$174,672 for new LED light towers. Mrs. Smith said the units are trailer mounted and combined with a diesel generator. The units will provide lighting support during future elections at polling locations, preplanned events, and on emergency scenes. Mrs. Smith said the department plans to purchase 10-12 units with the exact number determined by the cost on the final quote. Mrs. Smith said they will strategically place the lights at volunteer fire departments to help with rapid response saying the units have security and a locking mechanism on them. Mrs. Smith said no action is needed tonight; it is just to inform the Commission.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, procurement card transactions listing and a copy of the October 28, 2024 minutes. Additionally, an updated listing of claims for ratification was presented prior to the meeting. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as provided. The motion carried on a vote of 4-1 with Commissioner Drury abstaining.

Under Old Business, Mrs. Smith said the contract with First Due was reviewed by County Attorney Stan Martin and the Commission should have a copy of the latest revision. Mrs. Smith said Mr. Martin had concerns over Item #18 saying First Due would not remove it. Mr. Martin said Item #18 references limited liability, saying he has a general objection to it but does not feel that the county will be sued over the contract. Mrs. Smith deferred discussion of the contract to EMA Deputy Director Austin Jones saying Mr. Jones will be able to explain the details better. Mr. Jones said it is management software which will be used by all the volunteer fire departments. Mr. Jones said the departments will be able to monitor hydrant maintenance and share information among participating departments. He added that this will be the first time all agencies will be on the same platform, saying some departments were using outdated software and some were using paper and pen. Commissioner Drury questioned if the \$10,300 is a one-time cost. Mr. Jones said it is for the software system initial integration and includes training. Mr. Jones said each department will receive one-on-one training including the EMA staff. Commissioner Drury questioned if it is cloud based. Mr. Jones concurred. Commissioner Langley said it will be a great tool especially with all the departments utilizing one platform. Mrs. Smith added that the Commission Office issued a purchase order for the software on October 8. Commissioner Cannon made a motion, seconded by Commissioner Langley, to authorize the Chairman to sign the contract with First Due. The motion carried on a vote of 4-1

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with Commissioner LaGrand voting “No”.

Next, Mrs. Smith asked the Commission to table the item to the next agenda concerning a one-time supplement for her deployment. Commissioner Cannon made a motion, seconded by Commissioner Morris to table the item. The motion carried unanimously.

Judge English stated that the Commission’s regular meeting schedule has to be set after the election of any commissioners according to *Code of Alabama* §11-3-8(a). Commissioner Morris made a motion to continue the meeting schedule at 5:00 pm on the second and last Monday of each month, as occasionally adjusted by the holiday schedule. The motion was seconded by Commissioner LaGrand and carried unanimously.

Sheriff Jones presented a retail beer license application from Store 109 located in District 3. Sheriff Jones said no objections have been noted for the transfer of the license. Commissioner Drury made a motion, seconded by Commissioner LaGrand to approve the following Resolution approving the retail beer license application for Store 109 as presented.

BE IT RESOLVED the Lee County Commission hereby approves the retail beer license for Store 109 located at 10780 Lee Road 240, Phenix City, Alabama.

Next, Sheriff Jones presented an educational reimbursement request from Deputy Hayden Greenlee. Sheriff Jones said the three courses: Introduction to Physical Security (HLS 2302), Weapons of Mass Destruction (HLS 3301) and Leadership (LDR 3301) have been reviewed and pertain to his current position. Commissioner Langley made a motion, seconded by Commissioner Morris to approve the educational reimbursement request as presented. The motion carried unanimously.

Lee-Russell Council of Governments Director of Planning and Economic Development David Robison appeared to ask the Commission to appoint a commission representative to the Rural Planning Organization. Mr. Robison said it includes the eastern and western parts of Lee County. Mr. Robison said the center portion is under the Metropolitan Planning Organization and Commissioner Morris is the appointed representative for that area. Commissioner Cannon said he would like to appoint Commissioner Drury to that position. Mr. Robison said District 3 falls under the Columbus-Phenix City MPO, not this RPO’s jurisdiction. Judge English said former Commissioner Harris was appointed to it and questioned if Commissioner LaGrand would be willing to serve. Commissioner LaGrand questioned how many times the board meets. Mr. Robison said at most a few times a year. Commissioner Cannon made a motion, seconded by Commissioner Morris to appoint Commissioner LaGrand to serve as the Commission representative on the Rural Planning Organization. The motion carried unanimously.

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Chief Administrative Officer Holly Leverette presented a contract award for the ventilation project in the Probate Office deed room. Mrs. Leverette said ARPA funds may be used for ventilation projects designed to mitigate and prevent COVID-19 in public buildings. The Lee County Commission has identified, with assistance from an independent consultant, an eligible COVID-19 ventilation project at the Lee County Courthouse specifically in the deed room. An RFP was released in accordance with Treasury guidelines for expending these funds. Aircon Mechanical, LLC was the only contractor that submitted a proposal in response, which has been reviewed by the architect of record and is in compliance with the County's request. The proposal in the amount of \$40,350 plus the costs of testing associated with the construction project in the amount of \$1,250 for a total project cost of \$41,600. Commissioner Cannon made a motion, seconded by Commissioner Morris, to authorize the Chairman to sign the following Resolution to allocate \$41,600 in American Rescue Plan Act Funds for governmental services and to award the contract to Aircon Mechanical, LLC for \$40,350 for the deed room ventilation project as presented. The motion carried unanimously.

**RESOLUTION TO AWARD CONTRACT
FOR DEED ROOM VENTILATION PROJECT AND FOR THE ALLOCATION AND
EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, Lee County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, ARPA funds may be used for ventilation projects designed to mitigate and prevent COVID-19 in public buildings ("eligible COVID-19 ventilation projects"); and

WHEREAS, the Lee County Commission (the "Commission") has identified, with assistance from an independent consultant, an eligible COVID-19 ventilation project at the Lee County Courthouse ("the project"); and

WHEREAS, the County engaged an architect to provide design services in furtherance of the Project; and

WHEREAS, as part of the design of the Project, the County engaged Aircon Mechanical, LLC, to do a preliminary testing of the system, incurring a cost of \$1,250.00; and

WHEREAS, consistent with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified as 2 U.S.C. Part 200, ("Uniform Guidance") for goods or services under the simplified threshold and the Alabama Public Works Law, codified in Title 39 of the Code of Alabama (1975), the County solicited quotes for construction services to make improvements to the ventilation system in the deed room located in the Lee County Courthouse consistent with CDC guidelines (the Project); and

WHEREAS, Aircon Mechanical, LLC was the only contractor that submitted a quote in response, which has been reviewed by the architect of record for compliance with the County's request; and

WHEREAS, the Commission has determined that using ARPA funds to cover the

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reasonable costs of the Project is a necessary, eligible, and reasonable use of these funds; and

WHEREAS, the County Commission is satisfied that the process and bid received was in substantial compliance with the Public Works Law.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1) The Commission hereby allocates up to \$41,600 of the County's ARPA funds to cover costs associated with the construction of the Project, including \$1,250 for testing and \$40,350 for construction.

2) The Commission hereby accepts the quote of \$40,350 provided by Aircon Mechanical, LLC, and hereby awards Aircon Mechanical, LLC the contract to facilitate the construction of the eligible COVID-19 ventilation project defined herein.

3) The Commission further resolves to enter into a contract with Aircon Mechanical, LLC, in substantially the same format as provided in Addendum 1 hereto.

4) Upon the execution of the contract, the County Administrator is hereby authorized to expend ARPA funds consistent with the contract and this resolution in support of the Project.

5) Expenditure of the funds allocated herein shall be contingent on ongoing compliance with applicable state and federal procurement requirements, as well as the continued appropriation and availability of ARPA funds for this purpose. In no event shall funds allocated herein be used for any costs associated with the project that are not obligated on or before December 31, 2024 and expended on or before December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 13th day of November, 2024.

Next, Mrs. Leverette presented a Customer Service Agreement for the Employee Assistance Program with AllOne Health. Mrs. Leverette said the Commission approved the employee assistance program as a new benefit for the 2025 benefits year. Mrs. Leverette said an employee assistance program (EAP) is a work-based intervention program designed to identify and assist employees in resolving personal problems (e.g. marital, financial or emotional problems; family issues; substance/alcohol abuse) that may be adversely affecting the employee's performance. Mrs. Leverette said the total cost is \$10,591.556 annually or \$1.89 per member per month with each employee receiving six free visits per year. Mrs. Leverette said the service includes everyone in a household whether the person is employed with the county or not. Mrs. Leverette said she and HR Director Lisa Ruffin reviewed several proposals from EAP providers and determined that AllOne Health can provide the services needed at this time. Additionally, Mrs. Leverette said Mr. Martin has reviewed the agreement and has the same concerns about mutual liability as he had with Mrs. Smith's contract. Mrs. Leverette recommended the Commission enter into the three-year agreement with AllOne Health as presented. Commissioner LaGrand said it would benefit all county employees. Commissioner LaGrand made a motion, seconded by Commissioner Morris, to authorize the Chairman to enter into a three-year Customer Service Agreement with AllOne Health as presented. The motion carried unanimously.

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County Engineer Justin Hardee presented final plat approval for Pecan Grove Subdivision. Mr. Hardee said the subdivision is located adjacent to Lee Road 246 in District 4. Mr. Hardee said the subdivision consists of eight lots with the smallest being 3.01 acres with no new infrastructure. Mr. Hardee said the subdivision meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said adjacent property owners were notified of the development by letters sent out October 31, 2024, so they may attend and voice their support, opposition, or obtain more information. Mr. Hardee asked if anyone was in attendance on the matter. After no one answered, Commissioner Langley made a motion, seconded by Commissioner Drury, for final plat approval for Pecan Grove Subdivision. The motion carried unanimously.

Next, Mr. Hardee presented the replat of Parcels 5 and 6 in Deep South Subdivision for final plat approval. Mr. Hardee said the subdivision is located adjacent to Lee Road 278, a dirt road, in District 4. Mr. Hardee said the replat is for three lots with the smallest lot being 3.33 acres. Mr. Hardee said the subdivision meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee said adjacent property owners were notified of the development by letters sent out October 31, 2024, so they may attend and voice their support, opposition, or obtain more information. Mr. Hardee asked if anyone was in attendance and there was no response. Commissioner Langley questioned if a parent lot is being split into three lots. Mr. Hardee said two lots are being split into three. Commissioner Langley made a motion, seconded by Commissioner LaGrand, to approve the replat of Parcels 5 and 6 in Deep South Subdivision as presented. The motion carried unanimously.

Last, Mr. Hardee presented a subdivision variance request for Lot 63 of Mallard Creek Subdivision. Mr. Hardee said Michael Bowden, owner of the lot, requested the variance to the *Lee County Subdivision and Land Management Regulations*. Mr. Hardee said Mr. Bowden is requesting a variance to section 5-3-6 of the regulations. Specifically, they request a variance to the road frontage requirement, which requires lots to have frontage on and access from an existing state, county, or city road. As required in Section 8-1 of the *Lee County Subdivision and Land Development Regulations*, the County Engineer shall review the variance application and the circumstances and make a recommendation in writing to the Commission at a regularly scheduled meeting. Mr. Hardee said the situation involves a home that was built across property lines which Mr. Bowden has been trying to resolve for three years and documentation was provided to Mr. Hardee and was verified. Mr. Hardee said it is a unique situation and feels the variance request should be granted. Commissioner Drury said he met with the developer, who explained the situation to him. Commissioner Cannon questioned the year the house was built. Mr. Eubanks of Barrett-Simpson spoke saying the house was built around 2005-2006. Mr. Eubanks said they have had similar issues with about six homes built over property lines in this subdivision. Commissioner Drury made a motion, seconded by Commissioner Cannon, to grant the variance

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request for Lot 63 of Mallard Creek Subdivision as presented. The motion carried unanimously.

Information Technology Director Amanda Sides presented an Information Services Acceptance Use Policy for Commission review and consideration. Mrs. Sides said the Information Systems Acceptance Use Policy has been designed to ensure compliance with national standards and meet the Criminal Justice Information Services (CJIS) requirements for the Lee County Sheriff's Office. This policy applies to all employees who utilize Electronic Technology Resources, as defined within the policy. It will be distributed through the ThreatAdvice system for Lee County Commission employees and the PowerDMS system for Lee County Sheriff's Office employees. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the Information Services Acceptance Use Policy as presented. The motion carried unanimously.

At approximately 6:00 p.m., Commissioner Cannon made a motion, seconded by Commissioner Langley to adjourn. The motion carried unanimously.

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, NOVEMBER 25, 2024

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, November 25, 2024. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Jeff Drury, Tony Langley, and Richard LaGrand. Elected officials in attendance: Loachapoka Mayor Ricky Holder, Sheriff Jay Jones, Revenue Commissioner Oline Price and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn news reporter Alex Husting and The Observer reporter Hannah Goldfinger.

Loachapoka Mayor Ricky Holder said first he would like to thank Judge English for his service to Lee County saying it has been an honor working with him. Mayor Holder then thanked the Lee County's Sheriff's Reserve Deputies for their help during the Loachapoka Syrup Soppin' event held October 26, 2024. Mayor Holder presented Sheriff Jones with two checks, one check from the Lee County Historical Society for \$800 and the other check of \$1,500 from the Town of Loachapoka. Sheriff Jones turned the checks over to Lieutenant Lee McLeroy who oversees the Sheriff's Reserve Deputies. Mayor Holder said the event would not go as smoothly without their help. Mayor Holder also thanked Sheriff Jones for allowing this group to help during the event.

EMA Director Rita Smith updated the Commission on a Homeland Security grant of \$110,000 for a handheld mass spectrometer. Mrs. Smith said it is an MX908 which is a multi-mission handheld mass spectrometer for real-time chemical detection and identification. This device will be used for detection and product identification during preplanned events, emergency situations, and in controlled environments. Mrs. Smith said her office intends to use the spectrometer for hazardous materials calls and in coordination with Law Enforcement, Fire and EMS as they have needs arise. The purchase will be made through a purchasing cooperative and the funds will be expended by the first quarter of the new year. Mrs. Smith said no Commission action is needed.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, procurement card transactions listing and a copy of the November 13, 2024 minutes. Commissioner Drury noted a correction on his vote of the Consent Agenda, saying he abstained. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items to include the one noted correction. The motion carried unanimously.

Under Old Business, the item concerning a one-time supplement for the deployment of the EMA Director was removed.

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Under New Business, Judge English said the item to discuss Public Safety Organization alignment to include Emergency Management Operations has been removed.

Next, Sheriff Jones asked the Commission for use of part of the former Shop facility and outbuildings on Magazine Avenue for his department. Sheriff Jones said his office recently hired a fleet manager and this would be a way for the department to expand. Sheriff Jones said other departments would be able to utilize it as well. Sheriff Jones said another added benefit would be for the department to utilize the covered bays and outbuildings to offer protection and climate control while protecting vehicles and equipment. In addition, Sheriff Jones said storage space is available for sensitive equipment to include radios, in-car cameras and other electronics. Additionally, the open bay structure would provide cover for watercraft and equipment used in marine operations. Commissioner Cannon said use of the facility may result in significant savings on maintenance costs. Sheriff Jones agreed. Judge English asked Mr. Hardee if the shop building on the right side has been condemned. Mr. Hardee said it should be since it is in irreparable condition and should be torn down. Mr. Hardee said the roof has a hole in it and the brick masonry is in such deplorable condition that the roof cannot be accessed for repairs. Mr. Hardee said the bricks could be taken to the Highway Department's lay-down yard to be used on road projects as needed. Commissioner Cannon made a motion seconded by Commissioner Morris to approve the Sheriff's Office use of the former Shop facility and outbuildings on Magazine Avenue as presented. The motion carried unanimously.

Next, Sheriff Jones said the Sheriff's Office has been awarded a Homeland Security Grant in the amount of \$166,000 for a body scanner. Sheriff Jones said the device is a body scanner to detect contraband materials for those being booked into the jail. Sheriff Jones said a request for proposals was sent to several vendors and three vendors returned proposals. Sheriff Jones said one vendor has been disqualified since they are under a cooperative approved by the State of New York, which is not applicable for Alabama. Sheriff Jones recommended the Commission award to the lowest responsive bidder, Tech84, under the GSA Advantage Cooperative, for a total of \$156,800, \$139,000 for a body scanner and \$17,800 for a two-year extended warranty. Commissioner Langley made a motion, seconded by Commissioner Drury, to award the bid to Tech84 for \$156,800 for a body scanner and additional two-year warranty. The motion carried unanimously.

County Engineer Justin Hardee presented a right-of-way vacation for Lee Road 9 located in District 5. Mr. Hardee said the Highway Department was approached by Capell & Howard, P.C., the attorney for Young's Plant Farm, Inc., regarding abandonment of the right-of-way on Lee Road 9 for approximately the last 1,274 feet. The Highway Department currently maintains this portion of Lee Road 9, and Young's Plant Farm, Inc. is listed at the owner of the property on both sides of this portion of the road. As required by Code of Alabama §23-4-20, the adjacent

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property owner (Young's Plant Farm, Inc.) has submitted a written petition and a legal survey requesting the Commission vacate the right-of-way along the southern end of Lee Road 9, from the dead-end north for approximately 1,274 feet. Mr. Hardee said if the vacation is granted, they would be required to build a cul-de-sac as a turn-around going back to Lee Road 10. Mr. Hardee said he is requesting the Commission set a public hearing at the January 13, 2025 Commission meeting on the request. Commissioner LaGrand made a motion, seconded by Commissioner Cannon, to set a public hearing for the vacation of Lee Road 9 at the January 13, 2025 Commission meeting. The motion carried unanimously.

Mr. Hardee presented a speed limit reduction for Lee Road 318, from Lee Road 478 to Lee Road 248, located in District 3. Mr. Hardee said residents approached the Highway Department about reducing the speed. Mr. Hardee said this portion of Lee Road 318 is approximately 1,500 feet in length and currently there are ten (10) driveways and two intersecting roads within this section of road. Due to the amount of residential development along the road, the Highway Department recommends that the speed limit be reduced from 45 mph to 35 mph from Lee Road 478 to Lee Road 248. Commissioner Drury made a motion, seconded by Commissioner LaGrand, to reduce the speed limit from 45 mph to 35 mph on Lee Road 318 from Lee Road 478 to Lee Road 248 as recommended. The motion carried unanimously.

Mr. Hardee said that Lee County was awarded \$346,516.70 through the State's Local Roads Safety Initiative (LRSI) Program for safety widening and edge striping at 11 curves on Lee Road 54 from the Macon County Line to Lee Road 146 (Moore's Mill Road). Mr. Hardee said it is a 90/10 grant for a total cost of \$385,018.56, with Lee County's match amount being \$38,501.86, and the remainder or \$346,516.70 from the Local Roads Safety Initiative (LRSI) funds. Mr. Hardee said the project entails Districts 2, 4 and 5. Commissioner Morris made a motion, seconded by Commissioner Langley, to authorize the Chairman to execute the Construction Agreement and following Resolution between the State and Lee County with the LRSI Program as presented. The motion carried unanimously.

RESOLUTION

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the State; and the Lee County Commission, Alabama, (FEIN 63-6001601) hereinafter referred to as the County.

WHEREAS, the State and the County desire to cooperate on a project for Safety Improvements (2' Safety Widening and 5" retroreflective edge stripe) at 11 curves on CR-54 at 11 curves; Project No. LRSI-4125(); CPMS Reference No. 100079529.

NOW, THEREFORE, it is mutually agreed between the State and the County as follows:

PART TWO (2): FUNDING PROVISIONS

- A. Project Funding:** Funding for this Agreement is subject to availability of Federal Aid

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funds at the time of authorization. The State will not be liable for Federal Aid funds in any amount. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Local Roads Safety Initiative (LRSI) funds with 10 percent County funds. Any deficiency in Federal Aid or overrun in costs will be borne by the County from County Federal Aid funds, if available, and from County funds unless approved in writing by the State. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 90 percent of eligible LRSI project costs.

- B. Estimated Cost:** The estimated cost and participation by the various parties is as follows:

ESTIMATED COSTS

LRSI	\$346,516.70
County Funds – 10%	<u>\$ 38,501.86</u>
TOTAL (Incl CE&I Indirect Cost)	\$385,018.56

It is further understood that this is a cost reimbursement program, and no federal funds will be provided to the County prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the County relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the County.

- C. Time Limit:** This project will commence upon written authorization to proceed from the State directed to the County. The project shall be advance authorization by the end of the fiscal year, unless approved in writing by the State. The County agrees that the State may unilaterally extend the time of the agreement.

PART THREE (3): PROJECT SERVICES

- A.** The County will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the County in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the State in writing prior to incurring costs for which reimbursement is requested by the County. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the County as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the County with any condemnation or other legal proceedings being performed by the County.

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The County shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the State or FHWA. The State of FHWA will be credited on a prorate share, as provided in Part Two, Section B, any revenues received by the County from the sale of lease of property.

- B. The County will relocate any Utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this agreement.

- C. The County will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with County forces or with a consultant approved by the State. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the County will develop and submit to the State a project budget for approval. This budget will be in such form and detail as may be required by the State. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the County seeks reimbursement must be included in a budget approved by the State in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the State in writing, in order to successfully carry out the project. However, under no circumstances will the County be reimbursed for expenditures over and beyond the amount approved by the State.

The County will undertake the project in accordance with this Agreement, plans approved by the State and the requirements and provisions, including the documents relating thereto, developed by the County and approved by the State. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the County that failure of the County to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the State in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the County letting the contract.

- D. The County will furnish all construction engineering for the project with County forces or

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with a consultant approved by the State as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The County may request the use of an approved third-party materials inspection and testing provider, as approved by the State.

PART FOUR (4): CONTRACT PROVISIONS

- A. The County shall not proceed with any project work covered under the provisions of this Agreement until the State issues written authorization to the County to proceed.

- B. Associated construction cost will be an eligible cost as part of this Agreement.
For projects let to contract by the State, the State will be responsible for advertisement and receipt of bids and the award of the Contract. Following receipt of bids and prior to the award of the Contract, the State will invoice the County for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The County shall pay this amount to the State no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the County, the County shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The County will, when authorized by the State, solicit bids and make awards for construction and/or services pursuant to this Agreement. The County shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the State. Following receipt of bids, the County will provide all bids to the State with a recommendation for award. The County shall not award the contract until it has received written approval from the State.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The County will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

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- D. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The County shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code §11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
For all claims not subject to Alabama Code §11-93-2 (1975), the County shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its officers, officials, agents, servants, and employees.
- F. The County will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the County, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the County will assume full ownership and responsibility for the portion of the project work on County right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISION

- A. The County will, when appropriate, submit reimbursement invoices to the State for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the State and will be submitted through the Region Engineer for payment. The County may invoice the State not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the State of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The County will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the State.
- C. The County will establish and maintain a cost accounting system that must be adequate and acceptable to the State as determined by the auditor of the State. All charges to the

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Project will be supported by properly examined invoices, contacts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the State. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part of the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The County will report to the State the progress of the project in such manner as the State may require. The County will also provide the State any information requested by the State regarding the project. The County will submit to the State financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the State.

The County will permit the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The County will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the County will give its full cooperation to those persons or their authorized representatives, as applicable.

The County will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The County will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the State, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this Agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the County is not an agent of the State, its officers, employees, agents or assigns. The County is an independent entity from the State, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision

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- or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing the Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
 - D. No member, officer, or employee of the County, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
 - E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
 - F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
 - G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
 - H. Exhibits A, E, H, M and N are hereby attached to and made a part of this Agreement.

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The recipient of funds under the terms of this Agreement agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts. Failure of a recipient of funds under the terms of the Agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this Agreement shall constitute a breach of contract and may result in termination of the contract by the State, or such other remedy may be undertaken by the State as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The State has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

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b. The State has the right to terminate this Agreement at its sole discretion without cause and make settlement with the County upon an equitable basis. The value of the work performed by the County prior to the termination of this Agreement shall be determined. In determining the value of the work performed, the State shall consider the following:

1. The ratio of the amount of work performed by the County prior to the termination of the Agreement to the total amount of work contemplated by this Agreement less any payments previously made.

2. The amount of the expense to which the County is put in performing the work to be terminated in proportion to the amount of expense to which the County would have been put had he been allowed to complete the total work contemplated by the Agreement, less any payments previously made. IN determining the value of the work performed by the County prior to the termination, no consideration will be given to profit, which the County might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the County, the value of the work performed by the County prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this Agreement.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered in this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the Agreement be terminated due to default by County, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the County for itself, its assignees and successors in interest agree as follows:

a. Compliance with Regulations

The County will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities: including but no limited to:

Pertinent Non-Discrimination Authorities:

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- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environments effects on minority and low-income populations;
- Executive Order 13166, Improved Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d,

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Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the County agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The County will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations. The County will comply with all provision of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontractor, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the County of the County's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The County will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the County's noncompliance with the nondiscrimination provisions provided for herein, the State shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. Withholding of payments to the County under contract until the County complies, and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The County will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The County will take such action with respect to any subcontract, procurement, or lease as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a County becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the County may request the State to enter into such litigation to protect the interest of the State.

g. Equal Employment Opportunity – The following equal employment opportunity

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requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the County agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The State’s cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this Agreement, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The County shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The County specifically agrees that this Agreement shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the State beyond the moneys available for this purpose.

b. The County, in accordance with the status of County as an independent contractor, covenants and agrees that the conduct of County will be consistent with such status, that

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County will neither hold County out as, or claim to be, an officer or employee of the State by reason hereof, and that County will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or an Federal employment law. This paragraph also applies in like manner to the employees of County.

COUNTY'S CERTIFICATIONS

The County by acceptance of this contract certifies that the rates or composition of cost noted in Article IV – PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the County. The County agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the County at the time of execution of the Agreement. The County agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The County agrees that the per diem rate will be limited to the rate allowed by the State at the time of execution of the Agreement. The County agrees that a meal allowance shall be limited to County employees while in travel status only and only when used in lieu of a per diem rate.

The County shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of the Alabama Department of Transportation. The County agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative Agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any

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Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in this Agreement shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this Agreement, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this Agreement is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The State and County acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal

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Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the State, County, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The County agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Last, Mr. Hardee presented information on the Flood Damage Prevention Ordinance and an update of the Flood Insurance Rate Map (FIRM) for Commission review. Mr. Hardee said the Commission adopted an updated Flood Damage Prevention Resolution at the March 25, 2024 meeting for Lee County's participation in the National Flood Insurance Program (NFIP). Mr. Hardee explained this has been done in the past from time to time as FEMA updates its requirements. Since that adoption and its submittal to our State NFIP Coordinator, Lee County has been notified that the document must be adopted as an ordinance, not a resolution. Mr. Hardee said all previous updates have been done by resolution. Now, the county is being told that unless it is re-adopted as an "ordinance" prior to the January 17, 2025 deadline, that Lee County could be suspended from the NFIP. Building Official Eric Parten has been in contact with the State Coordinator on the matter since receiving the notification but has been unsuccessful in changing their position. Commissioner Drury questioned why they are requiring an Ordinance instead of a Resolution. Mr. Hardee said he discussed the matter with County Attorney Stan Martin and feels the best course of action is to request the Commission re-adopt the same document from March, but as an "ordinance". Also, at this time, FEMA's updated Flood Insurance Study and Flood Insurance Rate Map (FIRM) must be adopted for the Lee County community. These maps are updated periodically by FEMA and their updated adoption is also a requirement of the program to provide protection for Lee County and ensure its participation in the NFIP. Upon this presentation, Commissioner Cannon made a motion, seconded by Commissioner Morris to re-adopt the Flood Damage Prevention Ordinance and adopt FEMA's updated Flood Insurance Study and Flood Insurance Rate Map, which are available for inspection at the Lee County Building Inspection office. The motion carried unanimously.

FLOOD DAMAGE PREVENTION ORDINANCE

Lee County, Alabama (Unincorporated Areas)

2024 Update

ARTICLE 1

**STATUTORY AUTHORIZATION, FINDINGS OF
FACT, PURPOSE, AND OBJECTIVES**

The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development resolution with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.

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FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as an NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. Lee County agrees to adopt and enforce this resolution, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Lee County Commission, of Lee County, Alabama, does ordain as follows:

SECTION B FINDINGS OF FACT

- (1) The flood hazard areas of Lee County, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by Lee County as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.
- (2) These flood losses are caused most often by development, as defined in this resolution, in areas designated as FEMA SFHAs or other areas designated by Lee County as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

SECTION C STATEMENT OF PURPOSE

It is the purpose of this resolution to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this resolution).
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.
- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

SECTION D OBJECTIVES

The objectives of this resolution are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;

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- (4) Minimize expenditure of public money for costly flood control projects;
- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

ARTICLE 2

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS RESOLUTION APPLIES

This resolution shall apply to all FEMA SFHAs and any additional areas designated by Lee County as floodplains or areas subject to flooding within the jurisdiction of Lee County, Alabama.

SECTION B. BASIS FOR SPECIAL FLOOD HAZARD AREAS

The SFHAs identified by FEMA in Lee County's Flood Insurance Study (FIS), dated November 2, 2011, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data and any revision thereto, are adopted by reference and declared a part of this resolution. For those lands acquired by a municipality through annexation, the current effective FIS and data for Lee County are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

SECTION C. ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this resolution PRIOR to the commencement of any development, as defined in this resolution, in identified SFHAs and any additional identified Community Flood Hazard Areas within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this resolution and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This resolution is not intended to repeal, abrogate, or impair any existing resolution, easements, covenants, or deed restrictions. However, where this resolution and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this resolution all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this resolution is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This resolution does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This resolution shall not create liability on the part of Lee County or by any officer or employee thereof for any flood damages that result from reliance on this resolution or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

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Violation of the provisions of this resolution or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the resolution.

(1) Stop Work Order. The community may issue a stop work order, which shall be served on the applicant or other responsible person.

- (a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this resolution shall immediately cease.
- (b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order must include a provision that it may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

(2) Notice of Violation. If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a permit, or otherwise not in accordance with the provisions of this resolution, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this resolution without having first secured a permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official permit by Lee County or otherwise not in accordance with this resolution shall constitute a violation of this resolution and be at the permit holder's risk. The notice of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible party;
- (b) The address or other description of the site upon which the violation is occurring;
- (c) A statement specifying the nature of the violation (including failure to obtain a permit);
- (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this resolution and the date for the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
- (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.

(3) Civil penalties. Any person who violates this resolution or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a

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separate offense. Nothing contained herein shall prevent Lee County from taking such other lawful actions as is necessary to prevent or remedy any violation.

- (a) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this resolution to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;
- iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this resolution; and
- v. Notice of violation, and a statement regarding the prospective denial of insurance.

The structure will be considered a violation until such time the violation has been remedied. If a structure that has received a Section 1316 declaration is made compliant with the all the applicable provisions of this resolution, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (4) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture. The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.
- (5) All appeals shall be heard and decided by the community's designated appeals board, which shall be Lee County Commission, or their designees. The appeals board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements. Appeals cannot be in opposition to the provisions of this resolution. The decision of the appeal board shall be final.

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- (6) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Lee County Circuit Court.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this resolution.

ARTICLE 3

ADMINISTRATION

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Chief Building Official of Lee County is hereby appointed to administer and implement the provisions of this resolution. The Chief Building Official of Lee County shall hereto after be referred to as the Floodplain Administrator in this resolution.

SECTION B. PERMIT PROCEDURES

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community PRIOR to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of Lee County:

(1) **Application Stage**

Plot plans are to include:

- (a) The BFEs where provided as set forth in Article 4, Section B and C;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
- (f) Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.

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- (h) Usage details of any enclosed areas below the lowest floor shall be described.
 - (i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - (j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
 - (k) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required.
- (2) Construction Stage
- For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or floodproofing certificate immediately after the lowest floor or flood-proofing is completed. In addition:
- (a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.
 - (b) Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.
 - (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.
 - (d) The Floodplain Administrator shall make periodic inspections of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this resolution and the terms of the permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of Lee County during normal business hours of the community for the purposes of inspection or other enforcement action.
 - (e) The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (3) Finished Construction
- Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.
- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the permit holder to the Floodplain Administrator.

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- (b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.
- (c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (d) Documentation regarding completion of and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this resolution shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (e) All records that pertain to the administration of this resolution shall be maintained in perpetuity and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this resolution. The Floodplain Administrator is further authorized to render interpretations of this resolution, which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Ensure the public is aware that floodplain development permits are required for development in SFHAs.
- (2) Conduct regular inspections of the community's SFHAs for any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.
- (3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (4) Review all permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this resolution.
 - (a) If the provisions of this resolution have been met, approve the permit.
 - (b) If the provisions of this resolution have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit.
- (5) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (6) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with Article 3, Section B(2).

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- (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
 - (b) A post-construction elevation certificate is required to be kept with the permit and certificate of occupancy in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).
- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this resolution.
- (12) All records pertaining to the provisions of this resolution shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.
- (13) For any improvements made to existing construction located in the SFHA (as established in Article 2, Section B) ensure that a permit is obtained. Also, conduct Substantial Improvement (SI) (as defined in Article 6 of this resolution) reviews and analysis of all structural development permit applications. Maintain a record of the SI calculations and comments within the permit files in accordance with Section C(11) of this Article.
- (14) For any residential and nonresidential structures located in the SFHAs that are damaged from any source, natural hazard or man-made, conduct Substantial Damage (SD) (as defined in Article 6 of this resolution) assessments.
 - (a) The Floodplain Administrator shall ensure that permits are obtained, in accordance with this resolution, prior to any repairs commencing.
 - (b) The Floodplain Administrator should follow the procedures in its Community Substantial Damage Management Plan to help enable Lee County to adequately manage the SI/SD determination process and the permitting and inspections for repairs during a post-disaster recovery.

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- (c) Make SD determinations whenever structures within the SFHA area are damaged by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
- (d) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
- (e) If required, a moratorium may be placed on all non-disaster related construction permits until the community has sufficiently completed its SD determinations.
- (f) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
- (g) The community shall utilize methods and tools for collecting building data and performing analyses that will provide reasonable and defensible SD determinations. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
- (h) Maintain a record of the SD calculations within permit files in accordance with Section C(11) of this Article.
- (i) If the SD determination finds that the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred, the Floodplain Administrator shall:
 - i. Coordinate with the property owner and issue a letter to convey the SD determination.
 - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the structure qualifies as a repetitive loss structure per the definitions in Article 6 of this resolution. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.
 - iii. Coordinate with property owners and insurance companies for any NFIP claims.
 - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this resolution are adhered to without exception or waiver.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
 - i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
 - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for the proposed work, or an inappropriate method to determine the market value of the building.
- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.

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- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this resolution.
- (15) Coordinate with insurance adjusters prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (substantially damaged structures) to ensure eligibility for ICC funds.
- (16) Right of Entry
 - (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this resolution, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
 - (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this resolution, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this resolution.
 - (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
 - (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
 - (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this resolution.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A

GENERAL STANDARDS

In ALL SFHAs and flood-prone areas regulated by Lee County, the following provisions are required for all proposed development including new construction and substantial improvements:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1334) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with floodplain development permit file.

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- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
 - (a) They are consistent with the need to minimize flood damage within the SFHA,
 - (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage,
 - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems,
 - (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters,
 - (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding, and
 - (f) Adequate drainage provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.
- (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this resolution, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
- (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this resolution for new construction.

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- (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

SECTION B. SPECIFIC TECHNICAL STANDARDS

In ALL Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction and substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation (also referred to as the design flood elevation). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least one (1) foot above the base flood elevation (herein after referred to as the design flood elevation), with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
- (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in-perpetuity.
- (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures (residential and non-residential) that include ANY fully enclosed area below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
- (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to

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- flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
- (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
 - (iii) The bottom of all openings shall be no higher than one foot above grade;
 - (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
 - (v) Openings meeting the requirements of (3)(a)(i) – (iv) that are installed in doors are permitted.
- (b) So as not to violate the "Lowest Floor" criteria of this resolution, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
 - (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing". The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
 - (e) Mechanical, electrical, or plumbing devices shall be installed not less than one foot above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.
- (4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.
- (a) Require that all manufactured homes placed or substantially improved:
 - (i) Outside of a manufactured home park or subdivision,
 - (ii) In a new or substantially improved manufactured home park or subdivision,
 - (iii) In an expansion to an existing manufactured home park or subdivision, or
 - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood,be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
 - (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of Subsection (4)(a) be elevated so that either:
 - (i) The lowest floor of the manufactured home is one foot or more above the BFE; OR
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

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- (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide. The §3285.306 Design procedures for concrete block piers and FEMA P-85 (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.
 - (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
 - (c) Require that all recreational vehicles placed on sites must either:
 - (i) Be on the site for fewer than 180 consecutive days,
 - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
 - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
 - (iv) Must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).
- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
 - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
 - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
 - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
 - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on Lee County's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to one foot above the BFE as required in Article 4, Section B(1).

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A permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:

- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
 - (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
 - (c) Must have adequate flood openings as described in Article 4, Section B(3);
 - (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
 - (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
 - (g) Prohibit storage of any hazardous or toxic materials below the DFE.
 - (h) Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
 - (i) Use is limited to parking of vehicles or storage;
 - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
 - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
 - (iv) Structures will not be used for human habitation;
 - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
 - (i) Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
 - (j) Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(4).
- (8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.
- (a) A permit that includes floodplain development shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
 - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
 - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.

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- (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
 - (i) Elevated to or above the DFE on platforms or structural fill,
 - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
 - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
 - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
- (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or attached to structures at elevations below one foot above the DFE in these areas.
- (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
- (g) Tank inlets, fill openings, outlets, and vents shall be:
 - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 7) which are located in the special flood hazard area shall be built in accordance with all applicable standards in this resolution in addition to the following requirements:
 - (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
 - (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
 - (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:
 - (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
 - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
 - (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.

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- (10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.

SECTION C. FLOODWAYS

Located within Special Flood Hazard Areas established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in BFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the development permit (including a Site Plan showing the current and proposed floodway alignment) for approval.
- (3) ONLY if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
 - (a) flood control and stormwater management structures;
 - (b) road improvements and repairs;
 - (c) utility easements/rights-of-way; and
 - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the development permit for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

SECTION D. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)

Located within the SFHAs established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to

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administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (4) and (5) shall apply.

- (3) All development in Zone A must meet the requirements of Article 4, Section A and Sections B(1), B(2), B(3), B(5), B(6), B(7), B(8), B(9), and B(10).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than one foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

SECTION E. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Special flood hazard areas established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (2) New construction and the substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than one foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade. A professional engineer, who is licensed to

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practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F. STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) Preliminary plans for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
- (6) Final subdivision plats that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding;

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Appeals Board as established by the Lee County Commission of Lee County, Alabama shall hear and decide requests for appeals or variance from the requirements of this resolution.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this resolution. Any person aggrieved by the decision of the Lee County Commission may appeal such decision to the Circuit Court of Lee County, as provided in 11-19-20, Code of Alabama.

SECTION C. CONDITIONS FOR VARIANCES

The provisions of this resolution are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections C(3), C(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and

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- (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or resolutions.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION D. VARIANCE PROCEDURES

In reviewing requests for variance, the Appeals Board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this resolution, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
 - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (b) Is larger than the size limits specified in Article 4, Section B(7)(i).
 - (c) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
 - (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO).
 - (e) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:

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- (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
- (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
- (c) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (d) The importance of the services provided by the proposed facility to the community.
- (e) The necessity of the facility to be at a waterfront location, where applicable.
- (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
- (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site.
- (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this resolution, the Appeals Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this resolution.

SECTION E. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator to the Office of the Probate Judge or County Administrator and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

ARTICLE 6
DEFINITIONS

Unless specifically defined below, words or phrases used in this resolution shall be interpreted so as to give them the meaning they have in common usage and to give this resolution its most reasonable application.

A Zone means the special flood hazard areas on a FIRM without base flood elevations determined.

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Administrator means the Administrator of the Federal Emergency Management Agency (FEMA).

Accessory Structure (also referred to as Appurtenant Structures) means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

Addition (to an Existing Building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

AE Zone means the special flood hazard areas on a FIRM with base flood elevations determined.

Agricultural Structure means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

AH Zone means area of special flood hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

AO Zone means an area of special flood hazards on a FIRM having shallow water depths and /or unpredictable flow paths between one (1) and three (3) feet.

Appeal means a request for a review of the Appeals Board interpretation of any provision of this resolution.

Appurtenant Structure (see definition for Accessory Structure)

AR/AE, AR/AH, AR/AO, and AR/A Zones means an area of special flood hazard on a FIRM that results from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

A99 Zone means an area of special flood hazard on a FIRM where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.

Area of Future-conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard (see definition for Special Flood Hazard Area)

Area of Special Flood-related Erosion Hazard means the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

Area of Special Mudslide (i.e., mudflow) Hazard area means the land within a community most likely to be subject to severe mudslides (i.e., mudflows). The area may be designated as Zone M on the FHBM. After the detailed evaluation of the special mudslide (i.e., mudflow) hazard area in preparation for publication of the FIRM, Zone M may be further refined.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year

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(also referred to as the “one percent chance flood”).

Base Flood Elevation (BFE) means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure’s elevation determines the flood insurance premium.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Building (also see Structure) means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building resolutions or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Community Rating System (CRS) means a voluntary program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Condominium Building means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

Critical Facility (aka, critical action) means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Cumulative Substantial Improvement/Damage means any combination of reconstruction, alteration, or improvement to a building, taking place during a 5-year [or 10-year] period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 5-year [or 10-year] period from the initial improvement project, an updated valuation for the structure can be used for the next time period. Damages can be from any source.

D Zone means an area in which the flood hazard is undetermined.

Dam means an artificial barrier, that has the ability to impound water, wastewater, or any liquid-borne material, for the purpose of storage or control of water.

Design Flood Elevation (DFE) means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building’s structural category. In areas designated as Zone AO on a community’s flood map, the DFE is the elevation of the highest existing grade of a building’s perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

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Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated Building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

Encroachment means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

Existing Construction means, for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before October 25, 2004 for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures”.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Fair Market Value means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - i. The overflow of inland or tidal waters.
 - ii. The unusual and rapid accumulation or runoff of surface waters from any source.
 - iii. Mudslides which are proximately caused by flooding as described in part “b.” of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph “a” of this definition.

Flood Damage-Resistant Material means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

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Flood Elevation Determination means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of special flood hazard areas have been designated as Zones A, M, and/or E.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (see Flood Elevation Study)

Floodplain (or Flood-Prone Area) means any land area susceptible to being inundated by water from any source (see definition of Flooding).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations means this resolution and other zoning resolutions, subdivision regulations, building codes, health regulations, special purpose resolutions (such as those for floodplain management, stormwater management, watershed management, grading/ earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood-related Erosion means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Flood-related Erosion Area or Flood-related Erosion Prone Area means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

Flood-related Erosion Area Management means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and flood plain management regulations.

Floodway (see definition for Regulatory Floodway)

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Floodway Fringe (or Flood Fringe) means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

Floodway Encroachment Lines mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Future-conditions Flood Hazard Area, or Future-conditions Floodplain (see Area of Future-conditions Flood Hazard)

Future-conditions Hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning maps and/or comprehensive land-use plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Hazardous Substance (or Material) means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people’s health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

Highest Adjacent Grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Increased Cost of Compliance (ICC) means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are

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elevation, floodproofing, relocation, and demolition, or any combination of these measures.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

a. Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

b. Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

c. Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Adjacent Grade means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this resolution. This definition applies even when the floor below ground level is not enclosed by full-height walls.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market Value (see definition for Fair Market Value)

Mean Sea Level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Mixed Use Building means a building that has both residential and non-residential uses.

National Flood Insurance Program (NFIP) is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program

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requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

National Geodetic Vertical Datum (NGVD) of 1929 means a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

New Construction means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after October 25, 2004 whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after October 25, 2004.

Non-Residential Building means, a commercial or mixed-use building where the primary use is commercial or non-habitational.

Non-residential Property means either a non-residential building, the contents within a non-residential building, or both.

North American Vertical Datum (NAVD) of 1988 means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

Post-FIRM means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community’s NFIP-compliant floodplain management resolution. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

Pre-FIRM means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community’s NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

Recreational Vehicle means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the Program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as “first layer” coverage) for all new construction and

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substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRM's effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a Violation means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss Agricultural Structure means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

Repetitive Loss Property means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

Residential Building means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

Residential Property means either a residential building or the contents within a residential building, or both.

Riverine means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

Section 1316 means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area. Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be implemented in instances where States or communities submit declarations specifically for that purpose.

Severe Repetitive Loss Structure means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims

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exceeding the reported value of the property.

Sheet Flow Area (see definition for Area of Shallow Flooding)

Single-family Dwelling means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

Special Flood Hazard Area (SFHA) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Special Flood-related Erosion Hazard Area means the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

Special Mudslide (i.e., mudflow) Hazard Area means the land within a community most likely to be subject to severe mudslides (i.e., mudflows). The area may be designated as Zone M on the FHBM. After the detailed evaluation of the special mudslide (i.e., mudflow) hazard area in preparation for publication of the FIRM, Zone M may be further refined.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP. For insurance purposes, structure means:

- (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, “structure” does not mean a recreational vehicle or a park trailer or other similar

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vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;
- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Variance means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this resolution for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to as the 500-year flood.

X Zones (unshaded) designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

Zone of Imminent Collapse means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

ARTICLE 7

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LEGAL STATUS PROVISIONS

SECTION A. SEVERABILITY

If any section, clause, sentence, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this resolution.

SECTION B. ENFORCEABILITY OF RESOLUTION AND FUTURE REVISIONS

The provisions within this resolution must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this resolution take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If Lee County repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, Lee County will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this resolution. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations. From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. Lee County agrees to revise its floodplain management resolution to comply with any such changes within six months from the effective date of any new federal regulation.

SECTION C. EFFECTIVE DATE

This resolution shall become effective on March 25, 2024. The Ordinance readopting that resolution was passed November 25, 2024.

County Administrative Officer Holly Leverette presented the following three Resolutions as the final American Rescue Plan Act (ARPA) allocations. Mrs. Leverette said of the \$10 million to be used for revenue replacement, with less restrictive guidelines, the Commission designated up to \$700,000 from that amount to be used for the new access to Beauregard Park. Mrs. Leverette said the majority of the work on the road is complete with the exception of turn lanes on Lee Road 400. A supplemental resolution follows to allocate the remaining \$72,500 for the Beauregard Park Road Project. Mrs. Leverette said after that deduction it leaves \$12,500 of Revenue Replacement Funds that can be used for Governmental purposes. Mrs. Leverette said the second Resolution is to allocate the leftover funds for Information Technology equipment for county staff. Commissioner Langley made a motion, seconded by Commissioner Morris, to approve the following Resolution to expend ARPA funds for the Beauregard Park Road. The motion carried on a vote of 4:1, with Commissioner LaGrand voting “No”.

**SUPPLEMENTAL RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN
ACT FUNDS FOR GOVERNMENT SERVICES – BEAUREGARD PARK ROAD**

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WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds as revenue replacement (“ARPA revenue replacement funds”); and

WHEREAS, the County may use ARPA revenue replacement funds to fund government services; and

WHEREAS, the County has determined that there is a need for safe transportation and roads in the County on and around its community parks; and

WHEREAS, the Lee County Commission (“Commission”) has determined that the construction of a new road, roundabout, and safety fencing at the Beauregard Recreational Park (the “Project”) is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, by way of resolution dated December 11, 2023, the Commission allocated up to \$206,383.81 of ARPA revenue replacement funds toward the Project; and

WHEREAS, the initial phase of the project was completed in 2023, and following regular settling and wear to the Project, consistent with best industry practices, the Project is in need of adding a final wearing surface; and

WHEREAS, the Commission has determined that covering this final phase of construction for the Project is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County certifies that it has procured these goods and services in a manner consistent with the Public Works law and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as applicable to ARPA revenue replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1) The County shall supplement the initial allocation up to \$72,5000 of ARPA funds, which are hereby designated as ARPA revenue replacement funds, to facilitate the provision of the government services described herein.

2) The County Administrator or Chief Financial Officer are hereby authorized to expend these funds to purchase goods or services necessary to facilitate the Project as described herein from appropriately procured vendors to facilitate the provision of these services.

3) The ARPA Program Director is charged with ensuring that ARPA revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for this

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purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of November 2024.

Next, Mrs. Leverette presented the following Resolution for the allocation of ARPA funds for Information Services Technology equipment. Mrs. Leverette said Information Services Department has identified several areas for upgrades. Mrs. Leverette said there is a copier and scanners for the Probate Office and other computer equipment for other departments. Commissioner Cannon made a motion, seconded by Commissioner Drury to approve and authorize the Chairman to sign the following Resolution designating ARPA Funds for information technology equipment. The motion carried unanimously.

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES – INFORMATION TECHNOLOGY EQUIPMENT

WHEREAS, Lee County, Alabama (the “County”) has received American Rescue Plan Act fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds as revenue replacement (“ARPA revenue replacement funds”); and

WHEREAS, the County may use ARPA revenue replacement funds to fund government services, including providing necessary information technology equipment for County staff; and

WHEREAS, the County Commission has determined that the procurement of information technology equipment to support the ongoing operations of County staff is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County will procure any goods and services needed to support the Project in a manner consistent with the Competitive Bid Law and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as applicable to ARPA revenue replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

5) The County shall use the remaining balance of the County’s unobligated ARPA revenue replacement funds, estimated up to \$12,500.00 of ARPA funds to facilitate the provision of the government services described herein.

6) The County Administrator and Chief Financial Officer are hereby authorized to expend these funds to cover costs necessary to facilitate the Project including, but not limited to, materials purchased for portions of the work performed by County staff or goods and services from qualified contractors as described herein from appropriately procured vendors to facilitate the provision of these services.

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7) The ARPA Program Director is charged with ensuring that ARPA revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

8) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of November 2024.

Last, a Resolution to allocate ARPA funds to support Mental Health Services in the community. Mrs. Leverette said on October 30, 2023 the Commission voted to support funding the construction of a Mental Health Facility in Lee County. On December 11, 2023 the Commission allocated up to \$4,000,000 to the East Alabama Healthcare Authority for a mental health facility, with \$2,000,000 coming from the County's ARPA funds, and \$2,000,000 from other legally available funds, which could include additional unobligated ARPA funds. Mrs. Leverette said the remaining unobligated ARPA funds total \$2,131,607.44 and recommends the Commission allocate it to the mental health facility as previously discussed. Commissioner Drury made a motion, seconded by Commissioner Cannon to approve and authorize the Chairman to sign the following Resolution in support of ARPA funds of \$2,131,607.44 be allocated to the mental health facility. The motion carried unanimously.

SUPPLEMENTAL RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS TO SUPPORT MENTAL HEALTH SERVICES IN THE COMMUNITY

WHEREAS, the Lee County Commission ("Commission") recognizes the need in the community to foster and provide mental health services to its citizens; and

WHEREAS, Lee County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out eligible ARPA funded projects; and

WHEREAS, the County may expend ARPA funds to provide support for mental health services; and

WHEREAS, consistent with Code of Alabama (1975) § 22-21-181, the County may provide funding to healthcare authorities funds relating to the ownership or operation of a hospital, including a mental health center, for the purposes of providing services to the community; and

WHEREAS, the East Alabama Healthcare Authority, a local healthcare authority organized under Code of Alabama (1975) Title 22, Subtitle 1, Chapter 21, Article 6, is

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constructing a new approximately 54,000 square foot mental health facility in the community; and

WHEREAS, the Commission has determined providing funding to the East Alabama Healthcare Authority to go towards the construction of the mental health facility out of which mental health services will be provided to the community (the “Mental Health Project”) is a necessary, eligible, and reasonable use of these funds; and

WHEREAS, by way of Resolution dated December 11, 2023, the Commission allocated up to \$4,000,000.00 to the East Alabama Healthcare Authority, \$2,000,000.00 from the County’s ARPA funds and \$2,000,000.00 of which from other legally available funds, including additional unobligated ARPA funds in the Commission’s discretion; and

WHEREAS, due to cost savings following the procurement of other projects using previously allocated ARPA funds, the Commission has determined it is in the County’s best interest to divert unobligated funds to the Mental Health Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

9) The County hereby allocates the remainder of the County’s unobligated ARPA enumerated uses funds, totaling up to \$4,131,607.44., inclusive of the original \$4,000,000.00 allocation, towards the construction of a new mental health facility by and through a subaward to the East Alabama Healthcare Authority.

10) The Chairman is hereby delegated the authority to enter into the subrecipient agreement if the agreement is consistent with this Resolution, state and federal law, the terms and conditions of the County’s ARPA award, and if, in his discretion, the terms and conditions are in the best interest of the County.

11) Upon the execution of a subrecipient agreement, the ARPA Program Manager is hereby authorized to expend ARPA funds and other funds to be identified for costs of the project in accordance with the terms of this Resolution and the subaward agreement.

12) Expenditure of ARPA funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

IN WITNESS WHEREOF, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of November 2024.

Last, Mrs. Leverette asked the Commission to approve the following Resolution to amend the Program Maintenance and Support Membership Agreement with the ACCA Investing in Alabama Counties (IAC) program. Mrs. Leverette said IAC Representative Kelly Gillikin, who was in attendance, stated they will continue to assist with reporting over the next two years. Additionally, Mrs. Gillikin thanked all for their assistance including Mrs. Leverette, Mr. Hardee and Chief Financial Officer Anna-Kate Padgett. Commissioner Cannon made a motion, seconded by Commissioner Drury, to approve and authorize the Chairman to sign the following Resolution to amend the ACCA IAC Program Maintenance and Support Membership Agreement as presented. The motion carried unanimously.

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Amendment to the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement

WHEREAS, the Association of County Commissions of Alabama (the “Association”) and the Lee County Commission (the “County”) previously entered into a Maintenance and Support Membership Agreement (the “Agreement”) for the administration, planning, management, and completion support in the areas of educational, intergovernmental, compliance, and technical assistance related to the use of funds received by the County from the American Rescue Plan Act of 2021 by and through the Association’s Investing in Alabama Counties (IAC) program; and,

WHEREAS, the County entered into the Agreement with the Association as a sole-source provider of technical and implementation support services for the administration of the County’s award under the American Rescue Plan Act’s State and Local Fiscal Recovery Funds (“SLFRF award”); and

WHEREAS, for the reasons previously documented by the County, the County has determined that the Association continues to be the sole-source provider of these services; and

WHEREAS, the Agreement is scheduled to expire on December 31, 2024; and

WHEREAS, for good and adequate mutual consideration, the receipt of which is hereby acknowledged, the parties desire to extend the term of the Agreement to ensure that these services continue uninterrupted through the duration of the period of performance of the County’s SLFRF award.

The Association and the County hereby enter into this Amendment to the Maintenance and Support Membership Agreement as follows:

The Agreement is amended to provide that the Agreement shall remain and continue in full force until December 31, 2027, unless and until terminated in writing by either party upon 90 days written notice to the other party.

All other terms and conditions of the Agreement shall remain the same.

Governmental Relations/Safety Coordinator Wendy Swann presented the Workers’ Compensation Self-Insurance Fund Longevity Resolution for Commission consideration. Mrs. Swann said it is a longevity bonus to County participants who remain active members through at least September 30, 2027. Mrs. Leverette said if the Commission decides to move in another direction, the bonus will need to be repaid. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve and authorize the Chairman to sign the following Resolution for the Workers’ Compensation Self-Insurance Longevity Resolution to commit to participate in the Workers’ Compensation SIF until September 30, 2027. The motion carried unanimously.

RESOLUTION

WHEREAS, Lee County is a member of the Association of County Commissions of Alabama Workers’ Compensation Self-Insurers Fund (“the Fund”) on Oct. 1, 2024; and

WHEREAS, the County’s participation in the Fund has been a significant benefit to the County since becoming a member; and

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WHEREAS, the representation and service provided by the Fund continues to be in the best interest of Lee County and its officials and employees; and

WHEREAS, the Fund is providing a 2024 Longevity Bonus to those County participants who remain active members of the Fund through at least Sept. 30, 2027; and

WHEREAS, Lee County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on Sept. 30, 2027, at which time the provisions of the existing contract between Lee County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Commission that it renews its participation in the Fund through Sept. 30, 2027, and hereby directs its Chair to immediately provide a copy of this resolution to the Fund.

BE IT FURTHER RESOLVED, by the Lee County Commission that, should it voluntarily withdraw from the Fund prior to Sept. 30, 2027, it agrees to return the 2027 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Last, Mrs. Swann presented the following proposed 2025 Holiday Schedule for Commission consideration. Mrs. Swann said two holidays fall on regularly scheduled Monday Commission meeting dates, so those two meetings will need to be moved to Tuesday of that week. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve the following 2025 Holiday Schedule. The motion carried unanimously.

New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
Presidents' Day	Monday, February 17, 2025
Memorial Day	*Monday, May 26, 2025
Juneteenth Day	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Columbus Day	*Monday, October 13, 2025
Veterans' Day	Tuesday, November 11, 2025
Thanksgiving	Thursday, November 27, 2025
	Friday, November 28, 2025
Christmas	Thursday, December 25, 2025
	Friday, December 26, 2025

*Normal Commission Meeting Days

Note: Monday, May 26 meeting moved to Tuesday, May 27, 2025

Monday, October 13 meeting moved to Tuesday, Oct. 14, 2025

At approximately 5:50 p.m., Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to adjourn. The motion carried unanimously.

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The Chairman declared a quorum and officially opened a special called meeting at 4:00 p.m. with the following members recorded as being present: Judge Bill English, Chairman and Commissioners Doug Cannon, Ross Morris, Jeff Drury, Tony Langley, and Richard LaGrand. Attorney Richard Davis advised that the Commission needed to go into executive session regarding a matter of current litigation. He said it would take about an hour, and that no formal action would need to be taken at the conclusion, but possibly could in the regular meeting afterward. County Attorney Stan Martin, Planning Commission Attorney Tutt Barrett, County Engineer Justin Hardee and County Administrator Holly Leverette attended. Commissioner Cannon made a motion, seconded by Commissioner Morris, to go into an Executive Session on a matter of current litigation. The motion carried unanimously.

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, December 9, 2024 at 5:00 p.m. The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Doug Cannon, Ross Morris, Jeff Drury, Tony Langley, and Richard LaGrand.

Judge English recognized the elected officials in attendance: Sheriff Jay Jones, Revenue Commissioner Oline Price and Coroner Daniel Sexton. News media in attendance: Opelika-Auburn news reporter Alex Husting and The Observer reporter Hannah Goldfinger.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims, procurement card transactions and a copy of the November 25, 2024 minutes. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the consent agenda items as presented. The motion carried unanimously.

Under Old Business, Judge English spoke on the quarry litigation update and said Attorney Richard Davis had to go across the street to make a presentation to the members of the Lee County Planning Commission. Judge English said that Mr. Davis presented details about a proposed quarry settlement during the Executive Session, and questioned if the Commission wanted to take any action on the matter. Commissioner Cannon made a motion answering the questions as discussed during the Executive Session affirmatively, moved to adopt the following Resolution, and authorize the Chairman to sign and act on behalf on the Commission. The motion was seconded by Commissioner Morris, and the vote was taken. Commissioners Cannon and Morris voted "Yes", Commissioners Langley and LaGrand voted "No", and Commissioner Drury abstained, being this is only his second meeting as a member of the Commission. Upon a vote evenly divided 2:2:1, Chairman English voted "Yes" to break the tie, as prescribed in Code of Alabama §11-3-20(a). The motion carried by a vote of 3 to 2 in favor, plus one abstention.

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RESOLUTION

BE IT RESOLVED, the Lee County Commission desires to settle the Lawsuits (as defined above), finally and on the terms and conditions set forth in the Consent Decree and the Settlement Agreement and Mutual Release of Specified Claims, for the purposes of avoiding the burden, expense, and uncertainty of further litigation and to obtain the benefits for the County and the additional protections of Halawakee Creek presented by the settlement, with the goal of putting to rest the controversies set forth in the Lawsuits, and, therefore, authorizes its Chairman to sign the documents and take the actions required to effectuate the settlement as the act of the County Commission.

Under New Business, Lee County Health Department Assistant District Administrator James Hardin discussed upcoming planned improvements to the Lee County Health Department building. Mr. Hardin said he is here to get Commission authority since the Commission owns the building. Mr. Hardin said the estimated cost of improvements total \$366,800, to be paid by the APHCA for planned improvements, which includes replacing carpet, interior and exterior painting, pressure washing concrete surfaces, general landscaping and other minor improvements. The Robins & Morton Group will be the Program Management Contractor for the improvements. Mr. Hardin thanked Lee County Maintenance Director Jerry Lynch for his prompt response when issues arise at the building. Commissioner Morris made a motion, seconded by Commissioner Cannon to authorize the Chairman to sign the following Memorandum of Understanding for planned improvements to the Lee County Health Department building as discussed. The motion carried unanimously.

**MEMORANDUM OF UNDERSTANDING
AMONG THE ALABAMA DEPARTMENT OF PUBLIC HEALTH,
THE ALABAMA PUBLIC HEALTH CARE AUTHORITY, AND
THE LEE COUNTY COMMISSION
FOR IMPROVEMENTS TO THE LEE COUNTY PUBLIC HEALTH FACILITY**

This Memorandum of Understanding (MOU) entered into and among the Alabama Department of Public Health, hereinafter “Department,” the Alabama Public Health Care Authority, hereinafter, “APHCA”, and the Lee County Commission, Lee County, Alabama, hereinafter the “County”, is effective January 1, 2024, and terminates June 30, 2026.

WHEREAS, the parties have been unable to locate an agreement for a lease of the public health facility located at 1801 Corporate Drive, Opelika, Alabama, in Lee County (the “Premises”), which is owned by the County and occupied by the Department, with the County and the Department having historically operated as lessor and lessee, for the Department’s continued use of the Premises; and

WHEREAS, it is the understanding of the County and the Department that the Premises is intended to include all improvements to the public health facility and related parking facilities,

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and all furnishings, fixtures, and equipment installed therein, and no alterations, additions or improvements to the Premises are to be made by the Department without first obtaining the express written consent of the County; and

WHEREAS, APHCA is a public corporation duly incorporated and authorized by resolution of the County Commission of Monroe County, Alabama, on November 21, 1995, under the provisions of The Health Care Authorities Act of 1982 codified at Alabama Code Sections 22-21-310 through 22-21-359, which authorizes APHCA to acquire, construct, install, equip, renovate and/or refurbish public health care facilities in order to promote public health throughout the State of Alabama; and

WHEREAS, the Department contributed funds to APHCA to allow APHCA to make certain repairs and maintenance in public health facilities, including, but not limited to, the Premises;

NOW, THEREFORE, inconsideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The County and the Department are mutually desirous of APHCA making the following improvements at the Premises:

1. Repaint light poles with rust inhibitive paint.
2. Paint exterior metal doors with rust inhibitive paint.
3. Repaint metal windows.
4. Replace original carpet in Nurses Offices.
5. Replace original carpet throughout building.
6. Refinish interior metal doors and frames.
7. Replace water heater.
8. Pressure wash all concrete surfaces.
9. Remove dead trees and general landscaping.
10. Remove/Replace, add chair rails.
11. Paint interior walls.
12. Remove vinyl wall covering and paint walls.
13. Make minor changes to these improvements as required.

The estimated cost for such improvements is \$366,800.00 to be paid by APHCA using the funds contributed to APHCA by the Department. Should the cost of materials, labor or other related costs for the proposed improvements increase above the estimated cost due to factors beyond APHCA's control, the County and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove may be undertaken by APHCA pursuant to a written amendment to this MOU, subject to the County's approval.

The parties agree to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. APHCA shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services.

The Department and the County agree and understand that the above-described facility

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improvements remain with the Premises as fixtures and are not subject to removal by the Department upon termination of their relationship as lessor and lessee or this MOU.

The Department agrees further to pay any increased costs for casualty insurance, utilities, and taxes resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the parties' agreement.

This MOU will be incorporated as an addendum to the parties' agreement. All other provision thereof shall remain in full force and effect.

This MOU may be canceled at any time by either party providing a thirty (30) day written notice to the other party.

Commissioner Drury said after talking with County Engineer Justin Hardee he would recommend that the Environmental Services Department change the schedule of opening the disposal sites from half a day once a quarter to a full day once a month until the bulk schedules are worked out. Commissioner Cannon said he would like to see them open on the same Saturday each month, for consistency, like every first Saturday so citizens can rely on it. Commissioner Drury asked when the next disposal day is scheduled. County Engineer Justin Hardee said tentatively it is scheduled for January 4, which is the first Saturday in January. Commissioner Drury said that is a good time since it is right after Christmas, saying the first Saturday of each month works for him. Mr. Hardee said before finalizing the date, since Mr. McDonald would need to discuss the matter with the Board of Education because a few locations are on school property. Commissioner Langley questioned how long before the bulk schedule routes would be finalized. Environmental Services Director John McDonald said hopefully the first quarter of the year in January or February. Judge English questioned if employees would be required to work overtime on the free disposal days. Mrs. Leverette asked that overtime for the Highway Department employees who work those days be charged to Environmental Services instead of their regular department, since the overtime should be shown as a cost of running the disposal sites in the Environmental Services Department budget. Commissioner Drury questioned how the word would get out to the citizens. Mrs. Leverette said Mr. McDonald can place it on their Facebook page, the Commission Facebook page, and the county's website. Commissioner LaGrand suggested doing a radio ad as well. Commissioner Drury made a motion to open the disposal sites all day the first Saturday of each month beginning January 4, 2025. The motion was seconded by Commissioner LaGrand and carried unanimously.

Judge English said traditionally the Commission cancels the second December meeting, and the last time the Commission met for a second meeting was December 2012. Judge English said if the Commission decides to cancel the second December meeting, then the next meeting will be held January 13, 2025. After discussion, Commissioner Cannon made a motion, seconded by Commissioner LaGrand, to cancel the last December meeting. The motion carried unanimously.

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Sheriff Jones presented an educational reimbursement request for Sergeant Jeff Snyder. Sheriff Jones said the courses have been reviewed and pertain to his current position. The classes include: 1) Criminal Law-BCJ2331; 2) Criminology-BCJ-3301; and 3) Research Methods-BCJ4307. Commissioner Langley made a motion, seconded by Commissioner Morris to approve the educational reimbursement request for Sergeant Jeff Snyder as presented. The motion carried unanimously.

Next, Sheriff Jones presented the results of Bid #2025-03 for 19 or more Chevrolet Tahoes. Sheriff Jones said out of eight bids sent out only two were returned. They were: 1) Donohoo Chevrolet of Ft. Payne, Alabama for \$50,950.50 per unit; and 2) Hardy Automotive Group of Dallas, Georgia at \$50,789.00 per unit. Sheriff Jones said the Alabama State Contract is with Stivers Ford of Prattville, Alabama and they offer Ford Interceptors for \$47,300.00 per unit. Judge English questioned the type of vehicles that are in the Sheriff's fleet. Sheriff Jones said they currently have Ford Interceptors and Chevrolet Tahoes. Commissioner LaGrand questioned if no local vendors were able to supply the vehicles. Sheriff Jones said there were none. Commissioner Cannon made a motion to reject Bid#2025-03 and purchase these vehicles off the State contract. The motion was seconded by Commissioner Morris and carried unanimously.

Last, Sheriff Jones presented a request for approval of the contract, due to the current pricing on the Motorola P-25 being valid through December 15, 2024, for the expansion of the existing Alabama Interoperable Radio System (AIRS). Sheriff Jones said County Attorney Stan Martin has reviewed the contract and has a few items he would like to see addressed before approval. Sheriff Jones asked the Commission to conditionally approve the contract so minor details can be clarified by Mr. Martin. Sheriff Jones said he is asking approval since there are significant deductions if the contract is signed prior to December 15, otherwise there will be a significant price increase, over \$725,000, after that date. Commissioner Morris questioned if this equipment has the ability to communicate with Auburn, Opelika and Russell County systems. Sheriff Jones answered in the affirmative. Sheriff Jones said it is a P25 compliant system saying he does not see any issues or changes on the horizon. Commissioner Morris made a motion, seconded by Commissioner Cannon to approve the expansion of the existing Alabama Interoperable Radio System upon the contract being reviewed by Mr. Martin by December 15, 2024. Commissioner Drury questioned the steep price increase after that date and asked Chief Administrative Officer Holly Leverette if the information on the grant has been worked out. Mrs. Leverette said she has been in contact with Senator Tuberville on the status of the grant saying it appears the grant funds, along with the funds appropriated by the Commission, should be covered. Commissioner Langley questioned if ongoing maintenance costs have been budgeted. Mrs. Leverette said the first year is included and a service agreement that can be purchased later which would occur in a future budget year. Commissioner Drury questioned if the county takes ownership of the equipment at the end of the lease. Sheriff Jones answered in the affirmative. After discussion, Judge English called for a vote on the motion, and it carried unanimously.

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Next, Revenue Commissioner Oline Price presented an Ad Valorem Tax Abatement application from Clear Spring Properties, LLC. Mrs. Price said the company is planning to open a distribution center on Distribution Drive located off Highway 29 South in Auburn, in District 2, with an investment of \$7,000,000 which will initially employ 9 people with an estimated placed-in-service date of August 1, 2025. Mrs. Price said the Commission was provided with copies of the Abatement Application, Resolution and Agreement. Mrs. Price said Jacob Whaley is in attendance if anyone has questions. Judge English asked if this is affiliated with Porter Properties. Mrs. Price answered in the affirmative. Commissioner Morris made a motion, seconded by Commissioner Drury to authorize the Chairman to sign the Ad Valorem Tax Abatement Application, Resolution and Agreement from Clear Spring Properties, LLC as presented. The motion carried unanimously.

RESOLUTION NUMBER 1209-2024

This Resolution is made this 9th day of December 2024 by the Lee County Commission (the Granting Authority), to grant a tax abatement to Clear Spring Properties, LLC (the Company).

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:

- All state and local noneducational property taxes, excluding Hospital and Dependent Children taxes
- All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy available) 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 \$6,400,000; 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 the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under the constitution and laws of the State of Alabama (including particularly the provision

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of the Act) to carry out the provisions of the 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:

- All state and local noneducational property taxes, excluding Hospital and Dependent Children taxes
- All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

As the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 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 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.

Coroner Daniel Sexton said the discussion for support of Local Legislation for the Coroner's Office has been requested to be carried forward to the January 13, 2025 meeting.

Next, Mr. Sexton requested use of space at the old Highway Department building on Orr Avenue. Mr. Sexton said he and Commissioner Cannon had discussed the space needed by the Coroner's Office and the area as shown on the map presented. Commissioner Cannon made a motion, seconded by Commissioner Morris, to approve the space as documented on the map provided for the Coroner's Office at the building on Orr Avenue. The motion carried unanimously.

Last, Mr. Sexton asked the Commission to extend the Inmate Toxicology Agreement with the Alabama Department of Corrections from its original end date of December 31, 2024 to March 31, 2025. Mr. Sexton said Mr. Martin has reviewed the agreement and has been in communication with the attorney for the Department of Corrections. Mr. Sexton said the final revised agreement was provided to each Commissioner prior to the meeting. Commissioner Cannon made a motion, seconded by Commissioner Morris to extend the Inmate Toxicology Agreement for an additional three months as presented. The motion carried unanimously.

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**FIRST RENEWAL OF THE AGREEMENT BETWEEN
THE ALABAMA DEPARTMENT OF CORRECTIONS,
THE LEE COUNTY CORONER DANIEL SEXTON
AND THE LEE COUNTY COMMISSION**

This First Renewal of the Agreement (Renewal) is made and entered into by and between the Alabama Department of Corrections (ADOC) and Lee County Coroner Daniel Sexton and the Lee County Commission (Coroner), collectively referred to herein as the “Parties”.

WHEREAS, the Parties entered into an Agreement on or about June 7, 2024 wherein the Lee County Coroner would assist ADOC in acquiring toxicology testing for inmates who die while in ADOC custody; and,

WHEREAS, this term of this Agreement ends on December 31, 2024; and,

WHEREAS, the Parties wish to renew this Agreement for a three-month period; and,

NOW, THEREFORE, the Parties agree to renew this Agreement for a three (3) month term, beginning on January 1, 2025, and ending on March 31, 2025.

All other terms and provisions of the Agreement are to remain the same.

County Engineer Justin Hardee presented the final plat of Broken Rock Subdivision, Phase IV for Commission consideration. Mr. Hardee said it has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed subdivision is located adjacent to Lee Road 462 in District 4 and includes nine lots utilizing existing roadway frontage with the smallest lot being 1.12 acres. Mr. Hardee said adjacent property owners were notified of the development by letters sent out November 21, 2024, so that they may attend and voice their support, opposition, or to obtain more information. Mr. Hardee asked if anyone was in attendance on this matter. There was no response. Commissioner Langley made a motion, seconded by Commissioner Drury to approve the final plat for Broken Rock Subdivision, Phase IV as presented. The motion carried unanimously.

Next, Mr. Hardee presented a plat of Lot 6 Division of East Stream Subdivision for final approval. Mr. Hardee said the final plat has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. The proposed subdivision is located adjacent to Lee Road 344 and Lee Road 348 in District 4 and includes three lots, the smallest lot being one acre, with no new infrastructure. Mr. Hardee said adjacent property owners were notified of the development by letters sent out November 21, 2024, so that they may attend and voice their support, opposition, or to obtain more information. Judge English asked if anyone was in attendance on this matter. Mr. Bo Jones appeared questioning if there will be spec homes or mobile homes. Judge English said the county has no authority over what type homes can be built on the lots. Mr. Hardee said Mr. McBride the surveyor was in attendance. Mr. McBride stated they are stick built homes. Mr. Jones thanked him for the response. Commissioner Langley made a motion, seconded by Commissioner LaGrand to approve the final plat for Lot 6 Division of East Stream Subdivision as presented. The motion carried unanimously.

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Next, Mr. Hardee asked the Commission to allow the Highway Department to demolish the old building on Magazine Avenue. Mr. Hardee said the building has become a hazard, with holes in the roof that cannot be repaired since it is not safe to get up there to repair. Mr. Hardee said the structure needs to be demolished to free up needed space at the site for other departments, as well as remove liability from the county. Mr. Hardee said the work can be done with county forces after all utilities have been cut off from the structure. The wood and metal will be disposed of by the Environmental Services Department and the brick and rubble will be hauled off by the Highway Department to be reused where needed along our roadways. Judge English asked when the demolition is scheduled to begin. Mr. Hardee said once it has been vacated and power and gas are disconnected. Mr. Hardee said once the removal is complete, a fence will be erected along the approximately 150 feet that fronts Magazine Avenue to secure the site from trespassers. Then the Highway Department will level off the area after demolition so it will be ready for any future plans the county may have for the site. Commissioner Cannon made a motion, seconded by Commissioner Langley to authorize the Highway Department to demolish the old building on Magazine Avenue. The motion carried unanimously.

Last, Emergency Management Agency Director Rita Smith requested use of a few structures on Magazine Avenue. Mrs. Smith said her agency would like to utilize: 1) the one metal structure with a roll-up door on the north fence line; 2) area along the north fence; 3) area along the east fence near the tower and 4) areas along the west fence line for parking equipment. Mrs. Smith said areas along the west fence line are for equipment parking day-to-day and areas along the north and east fence lines are during times of heightened resource times when mutual aid equipment is being used for preplanned events or large-scale emergencies. Mrs. Smith said the use of the building would house hazardous materials response resources for the county and the county-wide hazmat response truck. The areas along the west fence line will be used for day-to-day EMA equipment to provide secure storage of LED message boards, light towers, and other trailer mounted equipment. Commissioner Cannon made a motion, seconded by Commissioner Morris to authorize the use of the requested structures and space on Magazine Avenue by the Emergency Management Agency. The motion carried unanimously.

Prior to adjourning, Judge English said Mrs. Leverette has an item to discuss. Mrs. Leverette said the Agreement with Loachapoka Water Authority needs to be extended. Mrs. Leverette said the Loachapoka water project was the first project awarded utilizing ARPA funds. Mrs. Leverette said project is not complete, so the contract needs to be extended until the end of 2025. Mrs. Leverette said the project is anticipated to be completed in the next few months since only about \$192,000 of grant funds remain. Mrs. Leverette said the Commission previously authorized the Chairman to sign the agreement, so no action is necessary.

Next, Judge English wanted to make the Commission aware of the following Agency Agreement with the Alabama Secretary of State's Office for business reply mail for voter

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notifications. Judge English said Board of Registrar member Cindy Thrash presented the agreement for his signature and he wanted the Commission to review it before signing. Judge English said a copy was provided to each Commissioner prior to the meeting, saying no action is necessary.

AGENCY AGREEMENT

The Lee County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary and performing the mailing of certain notices pursuant to the National Voting Rights Act of 1993 to voters as required by Act 2021-534 and collecting reimbursements from the State Election Fund. The Lee County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), Code of Alabama (1975), from monies the County is entitled to for such costs from the State Elections Fund pursuant to §17-4-31, Code of Alabama (1975). The County Commission also agrees that the business reply mail account fee and business reply postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operations of the Act.

Last, Judge English recognized Assistant Chief Administrative Officer Alice McCall on her upcoming retirement on December 31, 2024 after serving 40½ years in the Lee County Commission Office. Judge English and the entire Commission thanked Ms. McCall for her exemplary service and the audience applauded her with a standing ovation.

At approximately 5:45 p.m., Commissioner Cannon made a motion, seconded by Commissioner Drury, to adjourn. The motion carried unanimously.