

MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJOURNED SESSION, APRIL 29, 2024

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.