MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. SESSION, SEPTEMBER 30, 2024

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.

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 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 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

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."

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 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	$	113,648.74
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, 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 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 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.

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 worked 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 contact, 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 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 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 in49 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.
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 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.P.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, 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. <u>Incorporation of Provisions</u>

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. <u>Equal Employment Opportunity</u> – The following equal employment opportunity requirements apply to the underlying contract:

1. <u>Race, Color, Creed, National Origin, Sex</u> – 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. <u>Age</u> – 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 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 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

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.

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 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.

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 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 <u>monthly</u> 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 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

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

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

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

Commission Funds	Carryover**	Revenues	Expenditures	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					

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	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.