

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, January 12, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Long.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, and John Andrew Harris. Absent: Commissioner Robert Ham, who was out of state. Elected official(s) in attendance: Sheriff Jay Jones, Lee County School Board member Larry Patterson, and Smiths Station Councilman Morris Jackson.

Mr. Oscar Penn appeared during citizen communications. Mr. Penn stated he was concerned with the violence in the community and in the neighborhoods. He stated that he felt the three leadership boards should get together and come up with a resolution to offer a leadership program for our young people. Not just the black community, but it is Auburn, Opelika and Lee County. Commissioner Eckman questioned Mr. Penn where he lived. Mr. Penn stated he lived on Jeter Avenue in Opelika.

Next, Mr. Buddy Messer of 4511 Lee Road 146 stated he had a drainage issue he would like the Commission to address. Mr. Messer stated that he had talked to the Highway Department about the issue. County Engineer Justin Hardee stated Assistant County Engineer Patrick Harvill had looked at the situation, and Mr. Hardee stated he had talked with Commissioner Harris about it too. Commissioner Harris said that he too had gone out and looked at the situation and agreed that we cannot work on private property, but can get an easement. Mr. Hardee stated he could set up a convenient time to meet with Mr. Messer. Mr. Messer responded that he could meet with Mr. Hardee anytime.

Next, Rev. L. W. Myers, the Associate Pastor of Flat Rock Church, appeared before the Commission concerning paving Lee Road 97 up to the Church. Commissioner Harris stated he was aware of the situation, especially when it rains; it is hard to get to the Church. Commissioner Harris further stated that some of the dirt roads need to be addressed and for them to be paved because these citizens pay taxes.

Sheriff Jones recognized Sgt. Tammy Booth for her recent graduation from the FBI National Academy. Sheriff Jones stated that it is an 11-week course by invitation only. The class consisted of men and women from 49 states, 26 international countries, 3 military organizations and 4 federal civilian organizations. Among the 215 graduates, Sgt. Booth had the distinction of being the first female law officer in Lee County to graduate from the Academy. The program consisted of advanced investigative, management, and fitness training. Sheriff Jones further stated that the FBI National Academy has had a total of 47,898 graduates since it began in July 1935 and approximately 16,233 are still active in law enforcement work. Judge English and the entire Commission congratulated Sgt. Booth on this great achievement. Sgt. Booth thanked both Sheriff Jones and the Commissioners for the opportunity she was given to attend the Academy.

Next, Maintenance Director Jerry Lynch recognized Monica Holloway for her December graduation from Troy University. Mr. Lynch stated Ms. Holloway graduated cum laude with a Bachelor of Science degree in criminal justice and a minor in psychology. Mr. Lynch stated Ms. Holloway has worked for Lee County for six years, four years in the Sheriff's Office and two years in the Maintenance Dept. and was able to obtain her degree while working full-time and raising two children by herself, and he felt she should be recognized for her hard work. Ms. Holloway thanked Mr. Lynch for the recognition.

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County Administrator Roger Rendleman addressed the Commission concerning the acquisition of the Salem Hill tower property. Mr. Rendleman explained that a little known Act #2014-133 which was effective just prior to the purchase of the tower and land on Salem Hill that included new disclosure requirements related to the purchase of real property by any governmental entity. The appraisal was \$60,550, and the purchase price was \$7,000. Mr. Rendleman presented the following documents for disclosure that will be included in the minutes and posted on the County's website as required.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (hereinafter, the "Agreement") is made and entered into this 6 day of November, 2014, by and among PAPPAS TELECASTING OF OPELIKA, L.P., a Delaware limited partnership (hereinafter referred to as "Seller") and LEE COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter referred to as "Purchaser").

WITNESSETH THAT:

For and in consideration of the mutual, several, and reciprocal covenants hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions herein set forth, those certain tracts or parcels of land situated in Salem, Lee County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof, together with all appurtenances pertaining to such property (being hereinafter referred to collectively as the "Land"), including, without limitation, the easements and permits described on Exhibit B attached hereto and made a part hereof, and other structures, fixtures and improvements located thereon, including specifically, without limitation, a communications tower approximately 450 feet in height (being hereinafter collectively referred to as the "Improvements"). The Land and Improvements are hereinafter sometimes referred to collectively as the "Property".

2. PRICE. The purchase price for the Property (the "Purchase Price") shall be Seven Thousand Dollars and Zero Cents (\$7,000.00), subject to prorations and adjustments as hereinafter set forth, to be paid by Purchaser to Seller.

3. TITLE.

3.1. Seller warrants that the entity constituting Seller has good and marketable fee simple title to the Land and the Improvements. This warranty shall be merged in the Deed (as hereinafter defined) and shall not survive Closing. Rather, the warranty of title in the Deed shall survive Closing. "Good and marketable title", as used herein, shall mean title which is insurable by a reputable title insurance company at standard rates on the ALTA form then in use in the county where the land lies with exception only to Permitted Exceptions.

3.2. Purchaser shall have a period (hereinafter, the "Due Diligence Period") ending fourteen (14) days after execution of this Agreement to have Seller's title to the Property examined. Should Purchaser's title examination reveal any legal defects in title to the Property, Purchaser shall deliver to Seller a written statement of such legal defects prior to the expiration of the Due Diligence Period. Seller shall have until the Closing Date to satisfy all valid title

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objections, but Seller shall have no obligation to do so. If Seller fails to satisfy such objections within said period, then, at the option of Purchaser, evidenced by written notice to Seller, Purchaser shall either (i) terminate this Agreement or attempt to resolve the legal defects at Purchaser's sole cost and expense, with Seller's cooperation provided Seller shall not be required to incur any costs, or (ii) close the purchase of the Property and receive the Deed from Seller irrespective of such title objections. If Purchaser fails to make that election by the Closing Date, Purchaser shall be deemed to have elected to terminate this Agreement. All existing title matters (other than mortgages, judgment liens, delinquent tax liens, and other monetary liens, all of which Seller shall be obligated to pay at Closing) and existing matters that would be disclosed by an ALTA/ACSM As-Built survey of the Property to which Purchaser does not timely object and all such matters to which Purchaser timely objects but subsequently waives in writing (or is deemed to have waived by virtue of having elected to close the purchase of the Property) shall constitute "Permitted Exceptions". The Closing Date (as hereinafter defined) may be extended as necessary to comply with this Paragraph 3.2.

4. CLOSING.

4.1. The consummation of the sale of the Property is referred to herein as "Closing". The term "Date of Closing" or "Closing Date" whenever the same may appear in this Agreement shall be the date that this Agreement is fully executed by both Seller and Purchaser. Closing shall be held at such time and date as shall be designated by Purchaser not later than forty-five (45) days after the Date of Closing.

4.2. At Closing, Seller shall convey the Property to Purchaser by delivery to Purchaser of a duly executed Warranty Deed (hereinafter referred to as the "Deed"). Seller shall provide at Closing an affidavit sufficient to allow Purchaser's title insurance company to delete the exception for the possibility of mechanics' and materialmen's liens and the blanket exception for parties in possession from any owner's policy of title insurance which Purchaser elects to obtain. The parties shall each execute and deliver such Closing statements, affidavits, and other documents necessary to consummate the sale and purchase of the Property in accordance with the terms of this Agreement.

4.3. Seller shall pay for the Alabama privilege tax imposed on the conveyance. Purchaser shall pay the other costs of recording the Deed, and the costs of survey, title examination, and, if title insurance is desired by Purchaser, any title insurance premiums. All real estate ad valorem taxes, utilities, and prepaid fees shall be prorated as of the Date of Closing. If the Closing shall occur before the tax rate is fixed for the year in which Closing occurs, such taxes shall be apportioned on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation. Each party shall pay its own attorneys' fees and expenses. The provisions of this Paragraph 4 shall survive the Closing.

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5. MAINTENANCE OF THE PROPERTY. Prior to Closing, Seller shall maintain the Property in its present condition, subject to normal wear and tear and casualty. Seller shall not grant or permit any new encumbrances or other contracts or options on the Property without the prior written consent of Purchaser, and Seller shall not take any other act that might have a material, adverse effect on the Property or the operations thereof as presently conducted. Purchaser represents and warrants that it understands that the tower lights are inoperable, and, accordingly, will require expense to repair, and, also, must notify the Federal Aviation Administration (FAA).

6. NOTICES. Any notice required or permitted to be given hereunder shall be sufficient if in writing and sent by United States certified mail, return receipt requested, postage prepaid, by commercial courier or by hand delivery to the party being given such notice at the following addresses:

If to Seller: Pappas Telecasting of Opelika, L.P.  
823 West Center Avenue  
Visalia, California 93291  
Attn: David P. Stapleton, Trustee  
Phone: (559) 733-7800  
Fax: (559) 733-7878

If to Purchaser: Lee County Commission  
Post Office Box 666  
Opelika, Alabama 36803-0666  
Attn: Roger Rendleman, Chief Administrative Officer  
Phone: (334) 737-3664

With Copy To: MARTIN LAW, LLC  
Post Office Box 2526  
Opelika, Alabama 36803-2526  
Phone: (334) 749-4142  
Fax: (334) 749-4131

All such notices shall be effective as of the date first received or first refused.

7. COMMISSIONS. Seller and Purchaser hereby represent and warrant to each other, respectively, that no broker or agent has been employed by either of them in connection with this transaction, and no commissions are payable by them to any broker or agent. Seller and Purchaser each agree to indemnify, defend, and save harmless the other from any expense or claim for fees or commissions resulting from the indemnifying party having dealt or contracted with any agent or broker in negotiating this Agreement or consummating the sale hereunder.

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8. WARRANTIES OF SELLER. Seller warrants to Purchaser as follows:
- (a) Seller has the right, power, and authority to enter into this Agreement and sell the Property in accordance with the terms hereof. The sale by Seller of the Property as contemplated herein will not conflict with, nor will it constitute a breach or default on the part of Seller under any contract, document, instrument, certificate, agreement, or order to which Seller is subject or by which Seller or any of Seller's properties are bound. No consent or approval of any other person(s) or entity is required in order for this Agreement to be legal, valid, and binding upon Seller.
  - (b) Seller presently has good and marketable title to the Property.
  - (c) To the best of Seller's knowledge, the Property complies with all laws, ordinances, rules, regulations, and requirements of each governmental authority or agency having jurisdiction over the Property which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession, or operation of the Property. Seller shall give prompt notice to Purchaser of any notice of such violation which shall be received by Seller prior to Closing.
  - (d) To the best of Seller's knowledge, there are no (i) hazardous or toxic wastes, substances, or materials contained in, on, or under the Property, or (ii) contaminants, oil, pesticides, radioactive or other materials present in, on, or under the Property, the removal of which is required by, or the maintenance of which is prohibited by and/or penalized pursuant to, any local, state, or federal agency, authority, or governmental unit. Purchaser shall have access to all data during the course of the Due Diligence Period.
  - (e) Seller has not received notice of any suits, judgments, or violations relating to the Property or any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law, or regulation which has not been heretofore corrected. To the best of Seller's knowledge, there are no suits or judgments presently pending or threatened which would create a lien upon the Property. Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered, or threatened prior to Closing.
  - (f) To the best of Seller's knowledge, there are no pending or contemplated re-zonings of the Property.
  - (g) Except for any possessory right evidenced by a document or instrument of record in the Office of the Judge of Probate of Lee County, Alabama or as

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heretofore disclosed to Purchaser in writing, no individual, corporation, or other entity is in possession of the Property or any portion thereof, whether as a lessee or tenant at sufferance, other than Seller. To the best of Seller's knowledge, there are no assessments not of record in the Office of the Judge of Probate of Lee County, Alabama, condemnation or eminent domain actions or proceedings pending or threatened against the Property or any portion thereof.

- (h) Seller has not entered into or granted any currently effective option to purchase, right of first refusal to purchase, or agreement for the sale and purchase of the Property or any portion thereof to any individual, corporation, or other entity, except for this Agreement.
- (i) Seller is not involved in any bankruptcy, reorganization, or insolvency proceeding; provided, however, Trustee David P. Stapleton serves as the Trustee of the Pappas Liquidating Trust, which resulted from the personal bankruptcy of Harry J. Pappas.
- (j) To the best of Seller's knowledge, the Property is currently served by all utilities, including public sewer; however, the electrical service to the tower site has been disabled due to copper and metal thieves.
- (k) No part of the Property is the homestead of any natural person constituting Seller or the homestead of the spouse of any such person.

9. SURVIVAL. Except as provided in Paragraph 3.1, all Seller warranties in this Agreement survive Closing for a period of six (6) months and shall not be merged into the Closing documents; provided, however, (a) Purchaser must file suit on any allegedly erroneous warranty prior to the expiration of said six (6) months and (b) if Purchaser closes knowing that a Seller warranty is erroneous, such erroneous warranty shall not survive Closing.

10. INVALIDITY. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. ENTIRE AGREEMENT, MODIFICATION, AND GOVERNING LAW. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended, or otherwise changed in any manner except by a writing executed by the party so to be charged. This Agreement shall be governed by and

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construed in accordance with the internal laws of the State of Alabama without regard to its conflicts of laws principles.

12. BINDING EFFECT. This Agreement and all the covenants, terms, and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

13. MISCELLANEOUS. Time is of the essence of this Agreement. The paragraph headings contained herein are for reference only and are not to be construed as a part of any term, provision, or condition hereof.

14. SPECIAL PROVISIONS.

14.1. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

14.2. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and, accordingly, no third party shall have the right to enforce the provisions of this Agreement.

14.3. The captions and headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any provision hereof.

14.4. The parties acknowledge that the parties and their counsel have reviewed and revised drafts of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits hereto.

14.5. This Agreement may not be recorded by Seller or Purchaser hereto without the prior written consent of the other party hereto.

14.6. As used herein, words in the singular number shall be deemed to include the plural, words in the plural number shall be deemed to include the singular, and words indicating any gender shall be deemed to include all other genders, where the context would so require or permit.

14.7. In the event the time for performance of any obligation hereunder expires on a day that is not a business day, the time for performance shall be extended to the next business day. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or any day that is a legal holiday in the state where the Property is located.

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14.8. Seller and Purchaser, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, statute, or any other legal or equitable theory. To the extent they may legally do so, Seller and Purchaser hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party thereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury. The provisions of this paragraph shall survive Closing and any termination of this Agreement.

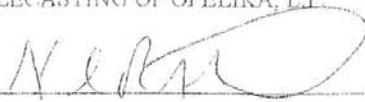
14.9. Notwithstanding anything herein to the contrary, the Purchaser takes and receives from the Seller the tower and land in its "WHERE IS" condition and "AS IS" condition; furthermore, the Seller shall not be responsible for any moving costs, dismantling costs, or removal costs in connection with the tower; provided; further, the Seller makes (i.) no representation or warranty to the Purchaser and its successors and assigns that the tower and building are for a particular use or purpose or is in proper working order, (ii.) no warranty of merchantability, (iii.) no warranty or guarantee express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, all such warranties being expressly disclaimed (and that the Purchaser has not relied on any such representation or warranty); and (iv.) no representation as to the history of and the future performance of the tower and building, including any repair history of the tower and building; provided, further, the transfer of the tower and building shall not be covered by Article 2 of the Uniform Commercial Code or similar laws of any jurisdiction.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal, the day and year first above written.

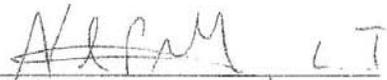
SELLER:  
PAPPAS TELECASTING OF OPELIKA, L.P.

By: 

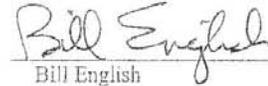
Its:                     L.P.                    

(Corporate Seal)

**APPROVED:**

 L.P.  
David P. Stapleton  
Trustee  
Pappas Liquidating Trust

PURCHASER:  
LEE COUNTY, ALABAMA

By:   
Bill English

Its:                     Chairman                    

(Company Seal)

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

THE AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (hereinafter, the "Agreement") by and among PAPPAS TELECASTING OF OPELIKA, L.P., a Delaware limited partnership (hereinafter referred to as "Seller") and LEE COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter referred to as "Purchaser") is hereby amended as follows:

Paragraph 7 of Exhibit B of the Agreement for the Purchase and Sale of Real Estate is hereby deleted. An amended version of Exhibit B is attached hereto as Amended Exhibit B.

**SELLER:**

PAPPAS TELECASTING OF OPELIKA, L.P.

By: \_\_\_\_\_

*L. Stapleton*

Its: \_\_\_\_\_

(Corporate Seal)

APPROVED:

*David P. Stapleton, L.T.*

David P. Stapleton  
Trustee  
Pappas Liquidating Trust

**PURCHASER:**

LEE COUNTY, ALABAMA

By: \_\_\_\_\_

*Bill English*

Its: \_\_\_\_\_

(Company Seal)

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

**EXHIBIT A  
LEGAL DESCRIPTION**

Parcel 1

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 16, Township 19 North, Range 28 East, Lee County, Alabama; thence South 250.26 feet to the true POINT OF BEGINNING of the parcel of land herein described and conveyed: From said point of beginning Thence North 89° 53' 50" East, 409.50 feet; thence South 00° 00' 23" East, 409.90 feet; thence South 89° 53' 50" West, 409.54 feet; thence North, 409.90 feet to the true POINT OF BEGINNING, containing 3.854 acres.

LESS AND EXCEPT therefrom, the following described panel of land, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of the Northeast quarter of Section 16, Township 19 North, Range 28 East, Lee County, Alabama; thence South 250.26 feet; thence North 89° 53' 50" East, 409.50 feet; thence South 00° 00' 23" East, 206.40 feet; thence South 89° 59' 37" West, 125.18 feet to the true POINT OF BEGINNING of the parcel of land herein described and conveyed; thence south 00° 00' 23" West, 43.56 feet; thence North 89° 59' 37" East, 100.0 feet to the true POINT OF BEGINNING, containing 0.100 acres.

Parcel 2

Commencing at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 16, Township 19 North, Range 28 East, in Lee County, Alabama; thence South 250.26 feet; thence North 89° 53' 50" East, 409.50 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described; thence North 69° 50' 54" East, 241.54 feet; thence South 01° 39' 57" West, 688.80 feet; thence North 46° 36' 31" West, 284.43 feet; thence North 00° 00' 23" West, 409.90 feet to the true POINT OF BEGINNING, containing 2.745 acres.

Parcel 3

Commencing at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 16, Township 19 North, Range 28 East, in Lee County, Alabama; thence South 250.26 feet; thence North 89° 53' 50" East, 409.50 feet; thence North 69° 50' 54" East, 241.54 feet; thence South 01° 39' 57" West, 257.82 feet to the true POINT OF BEGINNING of the parcel of land herein described and conveyed: From said point of beginning thence South 88° 56' 57" East for 232.95 feet; thence South 03° 43' 14" East, 50.17 feet; thence North 88° 56' 57" West, 237.66 feet; thence North 01° 39' 57" East, 50.00 feet to the true POINT OF BEGINNING, containing 0.270 acres.

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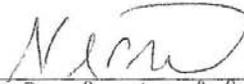
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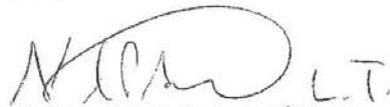
Paragraph 7 of Exhibit B of the Agreement for the Purchase and Sale of Real Estate is hereby deleted. An amended version of Exhibit B is attached hereto as Amended Exhibit B.

**SELLER:**  
PAPPAS TELECASTING OF OPELIKA, L.P.

By:   
DAVID P. STAPLETON  
Its: L. Trustee

(Corporate Seal)

**APPROVED:**

  
David P. Stapleton  
Trustee  
Pappas Liquidating Trust

**PURCHASER:**  
LEE COUNTY, ALABAMA

By: Bill English  
Its: Chairman

(Company Seal)

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

**AMENDED EXHIBIT B**

1. Truck Trail Right-of-Way Agreement by and between Halawakee Lumber Company and State of Alabama Division of Forestry, Dept. of Conservation dated 3/22/49 of record in Deed Book 351 at Page 38 in the Office of the Judge of Probate of Lee County, Alabama.
  2. Right-of-way easement granted to South Natural Gas Company by Halawakee Lumber Company by instrument dated 11/12/51 of record in Deed Book 360 at Page 546 in the Office of the Judge of Probate of Lee County, Alabama.
  3. Pole line permit granted to Alabama Power Company by Halawakee Lumber Company by instrument dated 9/29/52 of record in Deed Book 388 at Page 287 in the Office of the Judge of Probate of Lee County, Alabama.
  4. Ingress and egress easement reserved by C.V. Saunders in instrument granted like easement to Wardean, Inc., said instrument being dated 11/7/80 of record in Deed Book 1097 at Page 599 in the Office of the Judge of Probate of Lee County, Alabama.
  5. Pole line permit granted to Alabama Power Company by Hilton Organizations, Inc. by instrument dated 4/7/82 of record in Deed Book 1124 at Page 457 in the Office of the Judge of Probate of Lee County, Alabama.
  6. Right-of-way permit granted to Alabama Power Company by Hilton Organizations, Inc. by instrument dated 5/13/82 of record in Deed Book 1127 at Page 657 in the Office of the Judge of Probate of Lee County, Alabama.
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MUNICIPAL REPORT 05/17/2014 15:42 Lee County Public Inquiry PAGE 7  
 PERIOD BILLING and Payment Record  
 82400 Allentown  
 County of IRE  
 Name: PAPPA TEUCASTING OF ORELIKA Print Date: 5/17/2014  
 Address: 823 W CENTER AVENUE Accounts: ALLENT

*Pappa Teucasting*

VISALIA CA 93291  
 09-00-03-0-000-000-000 PIN: 80103 Year:2014  
 Business Personal Property  
 0180 0238  
 MISC APPROPRIATIONS  
 (TOSER ONLY ON THIS ACCT)

Exempt/Long/None	Tax District/05	Dead Reference:	MI Descal
State	25.07	Class 1	3620
County	51.73	Class 2	
City		Class 3	
School	81.58	Use	
Other	5.00	Assessed	3520
TOTAL:	163.18	Referred	18139
		Balance Due:	169.16

\*\* This is a trim and correct copy \*\*

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

<b>Lee County Alabama Property Assessment Sheet</b> TAX YEAR 2016	ONLINE W. PRICE, ACTA - LEE COUNTY REVENUE COMMISSIONER P.O. Box 999 - Opelika, AL 36803-0999 (334) 737-5655 (855) 212-8024 FAX (334) 705-5000 Email: oprice@leeco.us www.leecountyrevenuecommissioner.com
Account # <u>PPIN31461/62/63</u> Request# _____	Map Number: _____ Unit _____
Buyer (Grantee): _____	Previous Owner: <u>Pappas Telecasting of Opelika</u>
Name: <u>Lee County Alabama</u>	Property Address: <u>Lee Rd 0252</u>
Mail: <u>215 S 9th Street</u>	Deed Information: Book: <u>2448</u> Page: <u>187</u>
City: <u>Opelika</u> St. Al zip: <u>36807</u>	Date Signed: <u>11/24/14</u> Date Recorded: <u>12/1/14</u>
Phone: <u>334-737-3655</u>	Date moved into house: <u>1/1</u>
Current year tax amount given to customer: <input type="checkbox"/> YES <input type="checkbox"/> NO	Purchase Price \$ <u>7,000.00</u>

\*\*\*\*\* Assessment Type Applying For: \*\*\*\*\*

<input type="checkbox"/> Regular Homestead (H1) <input type="checkbox"/> Class III Owner Occupied <input type="checkbox"/> Vacation Home <input checked="" type="checkbox"/> Class II Property <input type="checkbox"/> Class III Family Member <input type="checkbox"/> Vacant House <input type="checkbox"/> Class III Military	<input type="checkbox"/> Act 48 (H3) <input type="checkbox"/> Disability Income <input type="checkbox"/> Act 91 (H2) <input type="checkbox"/> Act 91B (H4) <input type="checkbox"/> Tax Exempt: CHURCH / GOVT / NON PROFIT	Date of Birth: <u>1/1</u> Spouse: <u>1/1</u>
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Do you file Income Tax Return? Yes / No (ASK ON ALL OVER 65 ACCOUNTS!)

Taxable Income (Circle One) \_\_\_\_\_ Over / Under (\$12000) (Federal)

Adjusted Gross Income (Circle One) \_\_\_\_\_ Over / Under (\$12000) (State)

Do you have any other Property Tax Exemptions? YES  NO

In Lee County? YES  NO  Elsewhere? (State or County) \_\_\_\_\_

Notes: \_\_\_\_\_

Property Use: (How many bedrooms?) Municipality: \_\_\_\_\_ Fire District: \_\_\_\_\_ Current Use: \_\_\_\_\_

<input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Land <input type="checkbox"/> Historic Site <input type="checkbox"/> Rental (Roommates?)	<input type="checkbox"/> Condo <input type="checkbox"/> Townhouse <input type="checkbox"/> Duplex _____ (each) <input type="checkbox"/> Class III <input type="checkbox"/> Duplex _____ (each) <input type="checkbox"/> 3-Phenix City <input type="checkbox"/> 4-Notasulga <input type="checkbox"/> 5-Southwest <input type="checkbox"/> 8-Farmville	<input type="checkbox"/> 1-Opelika <input type="checkbox"/> 2-Auburn <input type="checkbox"/> 5-County <input type="checkbox"/> 6-Waverly <input type="checkbox"/> 7-Smiths Station <input type="checkbox"/> 4-Oak Bowers <input type="checkbox"/> 5-Salem <input type="checkbox"/> 7-Southwest <input type="checkbox"/> 8-Farmville	<input type="checkbox"/> 1-Friendship <input type="checkbox"/> 2-Beauregard <input type="checkbox"/> 4-Oak Bowers <input type="checkbox"/> 5-Salem <input type="checkbox"/> 7-Southwest <input type="checkbox"/> 8-Farmville	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Timber _____ acres <input type="checkbox"/> Pasture _____ acres <input type="checkbox"/> Row Crops _____ acres
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TOTAL ACRES \_\_\_\_\_

Manufactured Home: Year: \_\_\_\_\_ Size: \_\_\_\_\_ x \_\_\_\_\_ Color: \_\_\_\_\_ Make: \_\_\_\_\_

Garbage Fee: Residential: \_\_\_\_\_ Business: \_\_\_\_\_

Garbage Fee Exemptions:  P-Private  S-Storage  V-Vacant

Notes: \_\_\_\_\_

Completed by: \_\_\_\_\_  
 Clerk: PT  
 Date: 12/4/14

I do solemnly swear that the foregoing statement is true and correct to the best of my knowledge and acknowledge that any fraudulent statement is subject to a penalty for perjury.

Signed and sworn to and subscribed before me this 4th day of Dec, 2014

\_\_\_\_\_  
 (Signature)

Governmental Relations Coordinator Wendy Swann presented information to the Commission concerning the 2<sup>nd</sup> Annual Coffee at the Courthouse. Mrs. Swann stated that after talking with Senator Mike Hubbard's Office the best date will be February 4 at 2:00 p.m. Further, the meeting will include representatives from Chambers, Tallapoosa and Lee County, and other elected officials from those counties will be in attendance.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions and minutes of the December 8 meeting. Commissioner Long made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner Lawrence and unanimously carried.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

Judge English recognized Tara Barr the new County Extension Agent of Lee County who was in attendance at the meeting.

Mr. Quinton Harris of the USDA Rural Development was not in attendance. Commissioner Harris stated that several audience members were in attendance on this issue. Commissioner Harris wanted the public to know about the USDA and the assistance it can provide in rural areas for house repairs. Commissioner Harris further stated grants and loans are available, if a person qualifies.

Mr. Hoyt Walker of Lee Road 132 appeared before the Commission and stated he had lived on that road since 1994 and had been trying to get the road paved since then. Mr. Walker gave a brief history of the situation on Lee Road 132 and of prior Commissioners trying to get the right-of-way on the road to pave it. Commissioner Harris stated he had talked to Mr. Walker and also thanked Mr. Fred Woods for a recent article he had in the *Opelika Observer* concerning the paving of Lee Road 352. Commissioner Harris stated he had also talked with Mr. Hardee and stated that the decision of the Commission had been tar and gravel and that should have been what was placed on the road, not asphalt as was done by East Alabama Paving. Commissioner Harris stated that the Commission did not give that authorization. Commissioner Harris explained a change order and stated that it was illegal for the County Engineer to make any change without approval by the Commission. Judge English spoke up and told Commissioner Harris he was unfairly attacking Mr. Hardee, and that Mr. Hardee should be commended for getting a better surface for the same price, not criticized. Commissioner Harris stated he had had a discussion with Mr. Hardee and that the decision lies with the Commission. Further, Commissioner Harris stated that with any citizen out there, got to be fair to anybody and the Commission did not authorize the change order. Mr. Walker interjected and stated that he had the floor at the moment. Commissioner Long stated that whether it was tar & gravel or asphalt, it was paving and that nothing changed, since the terms are used interchangeably. Commissioner Harris stated the price exceeded the \$8,000 as stated. Judge English stated that the \$8,000 was a pre-construction estimate. Mr. Hardee explained that the actual construction costs were \$10,246 for tar and gravel, and that East Ala. Paving put down a more expensive asphalt treatment for the same price as the tar and gravel would have cost. Mr. Walker kept questioning the "total" cost, and Judge English said that the County had previously spent about \$2,000 for calcium chloride, about \$4,900 for a dust control product called "LandLock", though neither lasted more than six months. Commissioner Harris stated he talked to ALDOT and they said tar and gravel treatment was illegal. Mr. Hardee explained that ALDOT has regulations that prohibit its application between November 1 and April 1 because of temperatures, but that its use is not illegal. Finally, Commissioner Lawrence asked the Commission to allow Mr. Walker to continue. Mr. Walker expressed his concern and knowledge of COPD because his wife had fought a battle with it and he was well aware of its consequences, but that the dust was not the issue and stated he was here only concerning the paving of Lee Road 132. Next, Judge English recognized Ms. Perella of Lee Road 132 who stated she does not want the road paved and further stated it is her understanding that the road is not wide enough to be paved. Mr. Walker interjected and stated the road should be paved by prescriptive right-of-way or 13 ft. Judge English asked Mr. Hardee to explain the prescriptive method again. Mr. Hardee stated that Lee Road 352 had a platted right-of-way and was still one-way, but that he would not recommend paving this road by prescriptive right-of-way, and that it would also have to be one-lane if they did. After further discussion, Commissioner Harris made a motion to pave Lee Road 132 the same width as Lee Road 352. Judge English again explained that we do not have enough prescriptive right-of-way to do that. After a second request, the motion died for the lack of a second. Judge English questioned how many people were in attendance on the Lee Road 132 issue. Four people raised their hands, two for and two against. Eight others were there about paving dirt roads in general. Commissioner Lawrence reiterated that the average grade of our paved road system is still going downward over the last 5 years, even in spite of not paving dirt roads during that time. Commissioner Harris added that it takes three votes, and there is an election next year.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

Ms. Gerri Young who had asked to be placed on the Agenda concerning issues in Loachapoka was not in attendance at the meeting.

County Engineer Justin Hardee reported that on Bid #2 for a forklift that out of 8 bids sent only two responses were received and one was a no bid. Mr. Hardee further stated that the one bid meets the required bid specifications and is within the budgeted amount. Mr. Hardee asked the Commission to reject Bid #2 and allow him to negotiate with the vendor for a price not to exceed the bid amount. Commissioner Lawrence made a motion to allow Mr. Hardee to reject Bid #2 and negotiate downward for a new 2014 model or newer forklift. The motion was seconded by Commissioner Long and unanimously carried.

Mr. Rendleman presented the following two budget adjustments to the FY2015 budget and an adjustment to recognize funds created by a recent sale of surplus property in the Environmental Services department for Commission consideration.

First adjustment is to recognize unallocated available fund balance which is in excess of our reserves and designations for additional resurfacing:

Fund 117 – RRR

Expenditures (Resurfacing Program)	\$300,000	
Fund Balance (Unassigned)		\$300,000

Second adjustment is to address a critical need with HVAC in the old jail section and Justice Center. The air handlers are over thirty years old and they have begun to have critical failures and some are beyond repair. One unit is over the old central control and it will not make it through the summer and there is at least a 10-week lead time. The estimate to replace all ten units is \$526,225. He would like to utilize the unallocated available fund balance which is in excess of our reserves and designations in the General Fund of \$420,000 to begin to address this issue:

Fund 001 – General Fund

Expenditures (Equipment Replacement)	\$420,000	
Fund Balance (Unassigned)		\$420,000

Third adjustment is to recognize partial proceeds from a sale of surplus Environmental Services equipment. The department sold two Mack roll-off trucks and a truck mount dog kennel for \$148,865. Mr. Bozeman would like to recognize \$40,900 of the proceeds now for various capital needs and the remainder to be designated for a future recycling facility or other disposal structure.

Fund 001 - General Fund

Expenditure (Equipment & Capital)	\$40,900	
Revenue (Sale of Fixed Asset)		\$40,900

Commissioner Lawrence made a motion to approve the two budget adjustments and to recognize the proceeds from the sale of the surplus Environmental Services equipment as presented above. The motion was seconded by Commissioner Long and unanimously carried.

Mr. Rendleman presented a proposal for personnel consulting services from Robbie Alexander Hyde. Mr. Rendleman explained that due to the federal laws and regulations relating to personnel matters and since they are becoming more complex and cumbersome, especially with FMLA, worker's compensation and now the Affordable Healthcare Act, there is a greater likelihood for needing these services. Mr. Rendleman further explained that with over 360 people on payroll and having more issues, we are at a point where we need quick answers on issues and additional counsel than we are receiving from Webb & Eley, who currently represent us through the ACCA self-insurance program. Therefore, we have received two proposals for personnel law consulting services from Robbie Hyde. Each proposal is a \$500/month unlimited hour retainer, which will cover the four items listed: 1) advice related to employment policies, plans, and procedures; 2) review of proposed policies drafted by the County; 3) review of any

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

contracts related to employment matters; and 4) assistance with any employee discipline procedures. Ms. Hyde's services would be available to provide timely expert advice to help resolve issues before they become problems. Further, Mrs. Hyde was helpful in crafting our current personnel policies and procedures. Mr. Rendleman requested the Commission accept the two separate proposals, one for the Sheriff's Office and one for the County Commission for personnel law consulting services from Robbie Alexander Hyde as presented. Upon this recommendation, Commissioner Eckman made a motion to accept the two proposals as presented by County Administrator Roger Rendleman. The motion was seconded by Commissioner Lawrence and passed on a vote of 3-1 with Commissioner Harris voting "No" because the Commission didn't interview Ms. Hyde or anybody else.

Sheriff Jones presented a retail beer (on and off premise) license application for Pizza D Action in District 4. Sheriff Jones stated there were no objections to the application. Commissioner Long stated that Commissioner Ham had contacted him and asked him to make these motions since Commissioner Ham would not be in attendance, so he made a motion to approve the following Resolution for the retail beer license application, seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the retail beer license for **Pizza D Action** located at 8018 Lee Road 379 Suite A and B, Salem, Alabama.

Sheriff Jones presented a transfer of a lounge liquor license application for Happy Ours in District 4. Sheriff Jones stated there were no objections to the application. Commissioner Long also made a motion to approve the following Resolution for the transfer of the lounge liquor license application, seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve transfer of the lounge liquor license for **Happy Ours** located at 8018 Lee Road 379 Suite D, Salem, Alabama.

Sheriff Jones presented the transfer of a restaurant retail liquor license application for The Wagon Wheel Grill in District 4. Sheriff Jones stated there were no objections to the application. Commissioner Long also made a motion to approve the following Resolution for the transfer of the restaurant retail liquor license application, seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the restaurant retail liquor license for **The Wagon Wheel Grill** located at 2487 Lee Road 266 Suite 5, Cusseta, Alabama.

Mrs. Swann presented the local legislative items that had been presented to her. They include: 1) subdivision speed limits; 2) Sheriff salary increase; 3) Sheriff collection of service fees remitted to the General fund; and 4) pay-as-you-go road projects program funded with a fuel tax. Mrs. Swann further stated that a consensus of the Commission would need to be reached regarding the matters prior to presenting them to the local delegation. Commissioner Eckman questioned if the ACCA had anything on the Agenda to include asking for more State Troopers. Judge English answered that he did not recall seeing anything like that on their agenda. Mrs. Swann stated she would contact them. Commissioner Harris asked to include two items: 1) tax issues dealing with elderly; and 2) voter registration/identification issues. Judge English stated the voter identification issue is with a recent opinion from the Attorney General about Housing Authority resident IDs. Commissioner Lawrence stated they have identified what is acceptable, and it is up to the state to determine the need to expand what they accept, not a local legislative issue. Commissioner Lawrence wanted to consider legislation to add the ability of all county residents to have access to the county dumpster system. Mrs. Swann stated that is a county level issue, not a legislative issue. Next, Commissioner Lawrence made a motion to hold a work

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JANUARY 12, 2015**

session on legislative considerations after the work session on the noise ordinance on January 26. The motion was seconded by Commissioner Long and carried unanimously.

Commissioner Lawrence made a motion to add an item to the agenda concerning the upcoming ACCA District meetings. The motion to add the item to the Agenda was seconded by Commissioner Long and the motion carried unanimously. Commissioner Eckman made a motion to approve travel expenses for any Commissioners wishing to attend the ACCA District meetings, seconded by Commissioner Long and unanimously carried.

At approximately 6:50 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and the motion passed unanimously.

Minutes approved:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner, District 1

\_\_\_\_\_  
Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

\_\_\_\_\_  
Commissioner, District 4

\_\_\_\_\_  
Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JANUARY 26, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, January 26, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Ham.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones.

Mr. Clayton Alexander appeared during citizen communications. Mr. Alexander stated he lived on Old Columbus Road and he has a problem concerning a major logging distributor located at 1525 Old Columbus Road which is basically at his back door. Mr. Alexander stated the problem is concerning the noise and the odor coming from the distributor. Mr. Alexander stated that he even talked with Thompson Trucking which is located across the street from the logging distributor and they had stated they would like to see a barrier wall installed. Further, Mr. Alexander stated he had received a letter from a law firm out of Montgomery and a letter from the City of Opelika stating it was located within an M1 or manufacturing zone. Commissioner Harris stated this gentleman has a serious problem. Commissioner Harris asked the Commission to consider a noise ordinance to help the citizens.

Next, Buddy Messer of Lee Road 146 stated he had met with County Engineer Justin Hardee and Commissioner Harris on Tuesday morning and wanted to know what was going to be done about his drainage issue. Commissioner Harris responded that he was waiting on Mr. Hardee to get back with him on what could be done about the situation. Commissioner Harris stated that water was washing the property out and that the situation needed to be addressed. Mr. Hardee stated that he had not been able to get an engineer out to do the survey and assured Mr. Messer he would get someone out to look at the situation this week.

Next, Pastor Vaughn of Lee Road 665 appeared before the Commission to once again ask the Commission about paving Lee Road 665. Pastor Vaughn stated at her last visit she was told there were no funds to pave any dirt roads, and she believed what she was told, but, since that time she has learned that Commissioner Ham has had a road paved in his district. Pastor Vaughn asked if it was a delusion or not. Commissioner Harris stated that it is correct and that the money was appropriated for his district and the same problem occurred as in Commissioner Ham's district on the road that was paved. Pastor Vaughn stated that she pays taxes and would like the Commission to consider paving Lee Road 665 as was done in Commissioner Ham's district.

Sheriff Jones recognized the Lee County SWAT Team for receiving 2<sup>nd</sup> Place in a recent statewide competition in Selma. Sheriff Jones stated the team goes through intense training and stated all those individuals involved go above and beyond because they put themselves at a higher risk level to apprehend criminals. Sheriff Jones further commended those in attendance for the job they perform. Judge English and the Commission thanked them for their service.

Next, Mr. Hardee introduced Joel Hubbard who is acting as interim Building Inspector Official upon the recent retirement of David Veal. Mr. Hardee stated that Mr. Hubbard is fully qualified and has been with the county for 9 years and has all the necessary certifications for the position. Judge English and the Commission congratulated Mr. Hubbard.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JANUARY 26, 2015**

Next, Commissioner Harris was given the floor to discuss his item concerning a community meeting he is having in Loachapoka, but first he recognized and asked the Commission to recognize Pastor Miles of Flat Rock Baptist Church. Pastor Miles asked the Commission if they wanted him to come back and be placed on the next Agenda because he understood protocol and wanted to abide by proper order. The Commission agreed to hear Pastor Miles situation. Pastor Miles stated that he was before the Commission to address the road conditions on Lee Road 97. Mr. Miles stated that the road is in the Oakbowery area of Opelika and stated the road is an eyesore to the community. Further, Pastor Miles stated that the road is impassable during inclement weather, contains deep potholes and is overall in poor condition. Pastor Miles feels that the best solution is to pave the road. Additionally, he stated that people use the road for a dump by throwing beer cans and trash out along the road and he feels that paving it would discourage this activity. He asked the Commission to consider his request.

Commissioner Harris stated he is holding a community meeting in Loachapoka at 5 p.m. on February 12 at the Community Center. Commissioner Lawrence questioned the topic of the meeting. Commissioner Harris stated he was going to address the needs of the community including: 1) widening Lee Road 188 and 2) recreation.

Mr. Hardee informed the Commission that Lee Road 10 had been closed today at approximately 1:30 p.m. Mr. Hardee stated he wanted to inform the Commission so they were aware and stated the old bridge will be removed for installation of a new one. Commissioner Harris stated he had seen the closure and thanked Mr. Hardee for keeping the Commission informed. Judge English questioned Mr. Hardee when he expected the road to be reopened. Mr. Hardee estimated 5-6 months, if Mother Nature cooperates. Mr. Hardee further stated that the highway department will do the work on both approaches to the bridge on this project once the new bridge is installed.

Environmental Services Director Chris Bozeman reported that the annual animal control report was included in the Commission packets. Mr. Bozeman stated that the system with the local veterinarians was working well and was currently \$30,000 under the budgeted amount. Commissioner Eckman questioned if the Animal Control Department was using Facebook for lost animals. Mr. Bozeman stated they did not, and wouldn't unless the Commission specifically requested. Commissioner Lawrence stated there was limited control once posted to Facebook, and added the way it was being done was just fine. Mr. Bozeman stated they were trying to fine tune the system daily and stated they talk with the Humane Society on lost dogs. Judge English stated this system was better for the budget. Commissioner Eckman added but not better for the euthanasia rate. Judge English stated he had 75% rate in his head from before, but this past year it was 67%. Commissioner Eckman stated she was surprised at the number of adoptions. Mr. Bozeman stated the veterinarians give them an update every Friday. Commissioner Ham stated he had talked to Dr. Bruce who stated that there was a shortage of animals up north and those states were reaching out all over. Commissioner Ham stated they have spay & neuter programs in the Northeastern states. The Commission thanked Mr. Bozeman for the report.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, announcement of vacancy on Smiths Water and Sewer Authority and the Beauregard Water Authority and minutes of the January 12 meeting. Commissioner Long made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner Harris and carried on a vote of 4-0-1 with Commissioner Ham abstaining.

James Torbert of St. Andrews Subdivision in Smiths Station appeared before the Commission and gave handouts to the Commission concerning a shooting range in the back yards of the gated community. Mr. Torbert stated he had done a lot of research and found that

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JANUARY 26, 2015**

part of the subdivision is located in the Lee County Sheriff's Department jurisdiction and part in the Phenix City Police jurisdiction. Further, Mr. Torbert stated that where the shooting range is located is in Phenix City and technically a shooting range is not allowed. Mr. Torbert stated he believes that law enforcement doesn't want to confront the owner since he is a wealthy landowner. Mr. Torbert stated his main concern is for the safety of his children and others in the subdivision. Mr. Torbert stated he just can't believe this activity is allowed so close to a subdivision, especially one of that caliber because million dollar homes are located in the subdivision. Mr. Torbert further stated that the gunshots occur all the time, not just on weekends. Mr. Torbert stated he understands the Commission is considering a noise ordinance, but he would ask that the Commission not address this under only noise, but for it to be a separate safety issue. Commissioner Lawrence questioned what Phenix City does. Mr. Torbert stated they are supposed to issue a citation, but he stated the "good ole boy" network is still going on and stated he does not know if they do or not. Judge English thanked Mr. Torbert for the information provided on a firearm ordinance in North Carolina, but Judge English explained that Alabama government does not give general authority to a county unless specifically defined by the Legislature, and that our "home rule" is more limited and stated noise is one of only a few that has been granted. Judge English further encouraged Mr. Torbert to talk to his state representative and legislators. Mr. Torbert thanked Commissioner Long for his concern.

Mike Ward appeared before the Commission and presented a handout of pictures concerning the recycling center on South College Street. Mr. Ward stated he had been having problems with the center for over 15 years. Mr. Ward he had appeared before the Auburn City Council in the spring of 2000 who told him it was a county issue and he needed to take it up with them. Mr. Ward presented three posters of pictures showing the mud on the roadway and the drainage issue he is concerned about. Mr. Ward stated the city and county need to work together before someone is killed at this location. Further, Mr. Ward stated he had met with a representative of the recycling center who provided Mr. Ward with a tour of the facility and indicated that ADEM was going to tour the facility on Thursday. Commissioner Eckman stated she and Commissioner Ham had been by the facility today, and the entrance was being paved and she stated she hoped it would help the drainage issue. Commissioner Ham recognized the owner of the Sandhill Recycling Center Christopher (Chip) Starr who was in the audience and stood and introduced himself. Mr. Starr stated he was trying to improve the facility and taking due diligence to address each situation as they arise. Mr. Joel Sewell of Erosion Control, a company working with the center, added that the facility had been permitted for the last several years until 2017. Commissioner Eckman questioned if the water would run-off faster once it is paved. Mr. Sewell stated that a retention pond had been built on the back of the property for run-off. Commissioner Ham questioned the tire wash. Mr. Starr stated there was a tire wash, but it had permit limitations. After more discussion, Commissioner Ham thanked Mr. Starr for reacting to this situation and thanked him for attending the meeting.

Commissioner Ham asked the Commission to authorize his travel to attend an 18-month program by the Association of County Commissions of Alabama training for 2<sup>nd</sup> term Commissioners only. Commissioner Ham stated he was one of 16 Commissioners participating. Commissioner Eckman questioned if the training would be in Prattville. Commissioner Lawrence stated it would take place in different locations. Commissioner Lawrence made a motion to authorize travel expenses for Commissioner Ham to attend the 18-month program, seconded by Commissioner Long and carried unanimously.

County Engineer Justin Hardee presented the application assembly for Hallawakee Lake Estates Subdivision, Phase II which has been reviewed and meets the minimum requirements of the *Lee County Subdivision and Land Development Regulations*. Mr. Hardee stated the proposed development is not located in any city's planning jurisdiction. Upon this presentation, Commissioner Ham made a motion to accept the application for Hallawakee Lake Estates Subdivision, Phase II. The motion was seconded by Commissioner Harris and carried

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JANUARY 26, 2015**

unanimously.

Mr. Hardee presented an Agreement for Spill Prevention, Control and Countermeasures (SPCC) Plan for Lee County. Mr. Hardee stated that Lee County is currently covered under the Alabama Underground and Aboveground Storage Tank Trust Fund for remediation costs resulting from releases or spills from storage tanks which store motor fuels. In order to maintain our coverage and meet the eligibility requirements of Alabama Department of Environmental Management (ADEM) we must have an SPCC plan in place for every qualifying aboveground storage tank site. The county has six (6) facilities that require a SPCC plan. These consist of the Lee County Shop, District 1 Camp, District 2 Camp, District 3 Camp, District 4 Camp and the Lee County Justice Center. Therefore, the Highway Department has negotiated with Terracon Consultants, Inc., to provide six (6) SPCC plans. The agreement has been reviewed by the Highway Department and County Attorney Stan Martin. Commissioner Lawrence made a motion to authorize the Chairman to execute the agreement as provided. The motion was seconded by Commissioner Long and carried unanimously.

Sheriff Jones asked the Commission to move Bid #3 for uniform cleaning to the next agenda.

Governmental Relations Coordinator Wendy Swann stated the "Coffee at the Courthouse" event featuring Lee, Chambers and Tallapoosa counties will be held Wednesday, February 4 at 2:00 p.m. at the Lee County Meeting Center. Mrs. Swann requested the Commission allocate funds to allow her to purchase coffee and other items such as pastries to serve for the event. Commissioner Lawrence made a motion, seconded by Commissioner Long to approve up to \$200 out of the contingency fund to purchase coffee and pastries for the "Coffee at the Courthouse" event on February 4. The motion carried unanimously.

At approximately 6:38 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Lawrence and the motion passed unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

\_\_\_\_\_  
Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

\_\_\_\_\_  
Commissioner, District 4

\_\_\_\_\_  
Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, FEBRUARY 9, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, February 9, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Harris.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Absent: Commissioner Sheila Eckman. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor Jim Grout.

Mr. Buddy Messer of Lee Road 146 appeared during citizen communications. Mr. Messer once again questioned the status of his drainage issue. Mr. Messer thanked County Engineer Justin Hardee for sending out a crew to assess the situation and questioned if there was any update. Mr. Hardee responded that Mr. Messer was correct that a crew had been out and performed the survey but that he would have to look at all the options and review the situation. Mr. Hardee stated he would contact Mr. Messer with any information as soon as it is available, but stated that there are numerous other situations that need his attention as well as this one.

County Administrator Roger Rendleman presented in the Commission packets a draft of the meeting center policies and procedures for Commission review. Mr. Rendleman stated that once the project is complete he anticipates outside agencies will request to use the building and stated he would like to have a set of policies in place before that happens. Mr. Rendleman asked the Commission to review the policies and provide him with any feedback. No action was taken by the Commission.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions and minutes of the January 26 meeting. Commissioner Ham made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner Harris and carried unanimously.

Christine Washington was not in attendance concerning the condition of Lee Road 246.

Judge English presented the following Resolution and the 2014 Tax Levy. Upon this presentation, Commissioner Lawrence made a motion, seconded by Commissioner Long to approve the following Resolution which includes the 2014 Tax Levy. The motion passed unanimously.

**WHEREAS**, Act 2014-433 requires that, at its first meeting in February 2015, the Lee County Commission shall levy the general and special ad valorem taxes for the county for the tax year which began on October 1, 2014; and

**WHEREAS**, the tax levy established by the Lee County Commission shall include the rate or rates at which the taxes shall be assessed and collected for the purpose or purposes for each tax levied; and

**WHEREAS**, pursuant to Act 2014-433, the general and special ad valorem tax levies, rates, and purposes established at the first regular meeting in February 2015 shall remain in place in all subsequent tax years until and unless altered by the Lee County Commission pursuant to a change in tax rate by general law.

**NOW, THEREFORE, BE IT RESOLVED** and ordered by the Lee County Commission that the following taxes are hereby levied at the rate or rates and for the purpose or purposes set out below, and shall be assessed and collected for the tax year beginning October

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, FEBRUARY 9, 2015**

2014; and for each subsequent tax year until and unless altered by the county commission pursuant to a change in tax rate by general law:

1. That a tax, at the rate of 6½ mills on each \$1.00 or sixty-five cents on each one hundred dollars worth of taxable property in the County, be and the same is hereby levied for the general use of Lee County.

2. That a tax, at the rate of 3 mills on each \$1.00, or thirty cents on each one hundred dollars worth of taxable property in the County, be and the same is hereby levied for the construction and maintenance of public buildings, roads and bridges in Lee County.

3. That, pursuant to the provisions of Section 269 of the Constitution of Alabama 1901, and approval of the electors of Lee County, Alabama at an election held March 17, 1992, a County-wide tax at the rate of 1 mill on each \$1.00, or ten cents on each one hundred dollars worth of taxable property in the County, for the support of public school purposes (See Commission Volume 8, Pages 83-86 inc.).

4. That, pursuant to the provisions of Amendment 3 and Amendment 373 to the Constitution of Alabama 1901, and approval of the electors of Lee County, Alabama, at an election held March 17, 1992 (See Commission Minutes Volume 8, Pages 83-86 inc.), a special County-wide tax of 4 mills on each \$1.00 or forty cents on each one hundred dollars worth of taxable property in the County is hereby levied for public school purposes.

5. That, pursuant to the provisions of Amendment 3 to the Constitution of Alabama 1901 and authority conferred on the governing body of Lee County, Alabama at a special tax election held October 13, 1992 (See Commission Minutes Volume 8, Pages 12-17 inc.), there is hereby levied, a special District tax at the rate of 3 mills on each \$1.00 or thirty cents on each one hundred dollars worth of taxable property in the Lee County School District and Auburn and Opelika for public school purposes.

6. That, pursuant to the provisions of Amendment 147 to the Constitution of Alabama 1901 and authority conferred on the governing body of Lee County, Alabama, at a special Lee County School District school property tax election held in said District on October 13, 1992 (See Commission Minutes Volume 8, pages 10-12 inc.) there is hereby levied in addition to all other taxes authorized by law, a special school property tax at the rate of 5 mills on each \$1.00 or fifty cents on each one hundred dollars worth of value of the taxable property in the territory of the Lee County Board of Education.

7. That, pursuant to the provisions of Amendment 309 of the Constitution of Alabama 1901 and authority conferred on the governing body of Lee County, Alabama at a special Lee County School District school property tax election held in said District on March 9, 1993 (See Commission Minutes Volume 8, page 83, et seq.) there is hereby levied in addition to all other taxes authorized by law, a special school property tax at the rate of 5 mills on each \$1.00 or fifty cents on each one hundred dollars worth of taxable property in the school tax District of Lee County, Alabama, being all of the territory in Lee County, Alabama outside the corporate limits of the cities of Opelika and Auburn as established by the Lee County Board of Education.

8. That, pursuant to the provisions of Amendment 3 and Amendment 373 of the Constitution of Alabama 1901, and authority conferred on the governing body of Lee County, Alabama at a special Lee County School District property tax election held in said District on February 26, 2002 (See Commission Minutes Volume 10, Pages 359-360), there is hereby levied in addition to all other taxes authorized by law, a special school property tax at the rate of 3 mills on each \$1.00 or thirty (30) cents on each one hundred dollars worth of taxable property in the territory of the Lee County Board of Education.

9. That, pursuant to authority conferred on the governing body of Lee County at a special tax election held in said County on December 13, 1949 and ordered increased on July 31, 1979 by authority of Amendment 373 to the Constitution of Alabama 1901 (See Commission Minutes Volume 2, Page 184) there is hereby levied, in addition to all other taxes authorized by law, a special county tax of 2½ mills on each \$1.00 or twenty-five cents on each one hundred dollars worth of taxable property in Lee County, to be used solely for acquiring by purchase, lease or otherwise, constructing, operating, equipping or maintaining County hospitals, non-profit hospitals and public health facilities (See Commission Minutes Volume I, Pages 508-510, inc., and Page 546).

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, FEBRUARY 9, 2015**

10. That, pursuant to authority conferred on the governing body of Lee County, Alabama, at an election held on October 15, 1991, (See Commission Minutes Volume 7, Page 319) there is hereby levied for thirty years beginning October 1, 1991 and continuing each year thereafter until and including the levy for the tax year that will begin on October 1, 2021 (for which last tax year the said tax will become due and payable is October 1, 2022), in addition to all other taxes authorized by law, a special County ad valorem tax at the rate of 1½ mills on each \$1.00 or fifteen cents on each one hundred dollars worth of taxable property in Lee County, the proceeds of which shall be used for the purpose of improving the enforcement in Lee County, Alabama, of laws relative to neglected, delinquent and dependent children and enlarging and improving and providing new services to and facilities for handling neglected, delinquent and dependent children (Lee County Youth Development Center, Inc.).

11. That, pursuant to Act 754, 1973 Special Session of the Legislature of Alabama, in addition to any and all other licenses, excises and taxes, every person, firm, corporation or association that purchases wine, whiskey or other distilled alcoholic spirits from the State Alcoholic Beverage Control Board for the purpose of resale within a place of business located in Lee County outside the police jurisdiction of any incorporated municipality, shall pay into the general fund of the treasury of said County an amount equal to twenty percent (20%) of the cost of such beverages purchased from the Alcoholic Beverage Control Board. Such amount shall be payable to the County Treasurer on or before the tenth of each month and if not paid as herein above set forth, a penalty of twenty percent (20%) shall be added to the amount then due.

**BE IT FURTHER RESOLVED** and ordered by the Lee County Commission that it does hereby certify this tax levy to the county tax assessing official by copy of this Resolution, which levy includes the rate or rates of taxation and the purpose or purposes for which each tax is levied.

**BE IT FURTHER RESOLVED** and ordered by the Lee County Commission that, pursuant to Act 2014-433, this certification shall remain in full force and effect until and unless altered by the Lee County Commission pursuant to a change in tax rate by general law.

**IN WITNESS WHEREOF**, the Lee County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 9<sup>th</sup> day of February, 2015.

Next, Commissioner Lawrence made a motion to allow for the levy of the Solid Waste fee and the fire fee as follows. The motion was seconded by Commissioner Long and unanimously carried.

1. That, pursuant to authority conferred on the Lee County Commission by Act No. 81-737, 1981 Regular Session of the Alabama Legislature, to levy and provide for the collection of a solid waste disposal fee on residents of Lee County, a solid waste disposal fee at the rate of \$17.43 per month (adjusted to include the CPI each year as passed by Resolution on July 13, 2009) is levied on each residential unit not exempt as set out in Paragraphs 4, 5, 6 and 7 in Resolution passed by the Lee County Commission on January 9, 1984, and recorded in Commission Minutes Volume 4, Pages 362-363, including mobile homes and residences located on real property. A solid waste disposal fee as \$52.32 per month (adjusted to include the CPI each year as passed by Resolution on July 13, 2009) is hereby levied upon any user of solid waste disposal services who is not included in the levy on residential units; provided that the levies herein made affect only those areas in Lee County, Alabama outside the municipal limits of the cities of Opelika, Auburn and Smiths Station and shall not affect any user who has a contract for private garbage disposal service. Additionally, the Commission passed a Resolution at its meeting of July 13, 2009 which authorized a yearly adjustment, beginning October 2012, based on the Consumer Price Index table for All Urban Consumers (CPI-U), South Urban region, Size B/C (pop. 50,000-1,500,000) as of October 2010. Beginning October 1, 2009 and each October 1 thereafter, the fee shall become a fixed charge against the property for the succeeding 12 months and shall be collected between October 1 and December 31 of each succeeding year by the Revenue Commissioner of Lee County at the same time ad valorem taxes are collected.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, FEBRUARY 9, 2015**

2. That, pursuant to the provisions of Act No. 89-390 enacted at the Regular Session of the Legislature of Alabama and election held on May 30, 1989 in Fire Districts Nos. 1, 2, 4, 7 and 8 in Lee County, and an election held on May 22, 2001 in Fire District No. 5 in Lee County, as established and the boundaries fixed by the Lee County Commission, there is hereby levied: in Fire District No. 1 served by the Friendship Volunteer Fire Department, in Fire District No. 2 served by the Beauregard Volunteer Fire Department, in Fire District No. 4 served by the Plainview Volunteer Fire Department, in Fire District No. 5 served by the Salem Volunteer Fire Department, in Fire District No.7 served by the Southwest Lee County Fire Protection Authority and in Fire District No. 8 served by the Farmville Volunteer Fire Department for the fiscal year of the County that began on October 1, 2009 a financial charge of \$50.00 with respect to each Unit of Property (as defined in Act No. 89-390) in such District, unless such Unit of Property is exempted from such financial charge as provided in Act No. 89-390. The financial charge hereby levied shall become due and payable on October 1, 2015 and delinquent if not paid before January 1, 2016 and shall be collected by the Revenue Commissioner at the same time as ad valorem taxes are collected.

Commissioner Ham stated he had been contacted in an email from Bert Harris of the Museum of East Alabama concerning a need for financial assistance since their 5-ton heat pump that services the annex building went out and needs replacement. Mr. Burt Harris stated the total cost to replace the heat pump is \$5,400. Mr. Harris explained that Councilman Eddie Smith was going to ask the City of Opelika to allocate \$2,700 from the discretionary fund and would like the Commission to consider matching it. Commissioner Ham made a motion to allocate \$2,700 from the contingency fund to the Museum of East Alabama for the repair. The motion was seconded by Commissioner Long for discussion. Commissioner Harris stated he thought it was a good idea to support the Museum, but stated he did not want to set a precedent whenever an organization comes before the Commission for funding. Commissioner Harris stated he has seen many times where the Commission has asked different organizations to wait and submit requests during the budget process. Further, Commissioner Harris asked if the Museum had requested donations from its supporters, since it runs mainly off donations. Commissioner Ham stated the Commission has approximately \$10,000 in the Contingency fund for use in instances like this. County Administrator Roger Rendleman stated that the contingency fund was created by a local law and normally funds are leftover each year, but it goes back into the General Fund. Commissioner Lawrence questioned if the City of Opelika had already approved the allocation. Commissioner Ham stated he had not been able to contact Councilman Eddie Smith, but that once he did, he would send an email to each Commissioner of whether the funds were approved or not. After further discussion, Judge English took a vote on the motion and it passed on a vote of 3-1 with Commissioner Harris voting "No."

Mr. Hardee presented a subdivision variance request from Mr. Gil Dyer, owner of the proposed The Villas of St. Andrews on Lee Road 248 which consists of 9 lots on 4.57 acres and located in District 3. Mr. Hardee explained that the owner is requesting variance to Section 5-3-12 (3) of the *Lee County Subdivision and Land Development Regulations*, which states the following, "proposed new intersections along one side of an existing road shall, wherever practical, coincide with any existing intersections on the opposite side of such street..." As required in Section 8-1 of the *Lee County Subdivision and Land Development Regulations*, the county engineer shall review the variance application and the circumstances, and make a recommendation in writing to the Commission at a regularly scheduled meeting. Mr. Hardee recommends the Commission grant the variance with two specific special restrictions, they are: 1) to restrict access from Summerville Road and 2) erect a gate for an access drive for the sanitary lift station on the property. Upon this recommendation, Commissioner Long made a motion to approve the variance request as presented. The motion was seconded by Commissioner Ham and carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, FEBRUARY 9, 2015**

Mr. Hardee presented a request from a citizen to reduce the speed limit from 45 m.p.h. to 25 m.p.h. in the Flat Stone Estates and Highway 400 Estates subdivisions. Mr. Hardee explained that the Highway Department had conducted a traffic study and recommends the speed limit be reduced as requested on Lee Roads 483, 487 and 2161 in the subject subdivisions. Further, Mr. Hardee stated this is a reasonable and safe maximum speed limit for these subdivision roads located behind Beauregard High School. Commissioner Ham made a motion, seconded by Commissioner Lawrence to approve the speed limit of 25 m.p.h. on Lee Roads 483, 487 and 2161 located in Flat Stone Estates and Highway 400 Estates. The motion carried unanimously.

Environmental Services Director Chris Bozeman presented the following Resolution for the East Alabama Recycling Partnership and asked the Commission to authorize the Chairman to sign the Resolution. Mr. Bozeman stated that over the last 6 years the partnership had received about \$350,000. Commissioner Lawrence made a motion, seconded by Commissioner Ham to authorize Judge English to sign the following Resolution. The motion passed unanimously.

**WHEREAS**, the Alabama Department of Environmental Management has the authority to award grants under the Alabama Recycling Fund Grant Program;

**WHEREAS**, Lee County Commission will partner with the City of Opelika, the City of Auburn, and Auburn University in securing the grant funds to further recycling efforts so as to divert materials from the landfill and to protect the environment; and

**WHEREAS**, Lee County Commission has agreed to serve as the lead applicant on behalf of the East Alabama Recycling Partnership; and

**WHEREAS**, the grant applications main focus is on the purchase of recycling equipment.

**BE IT RESOLVED** by the Lee County Commission as follows;

1. Authorization is given to participate in the submission of a Grant Application under said program.
2. Authorization is given to the Commission Chairman to sign any and all documents to secure said grants.

Approved and Adopted, this 9<sup>th</sup> day of February 2015.

Sheriff Jones presented the bid results on Bid #4 for dry cleaning for the Sheriff's Office. Sheriff Jones reported that the Sheriff's Office mailed 5 invitations to bid and 5 bids were returned. Sheriff Jones stated that Penny Profit Cleaners was the low bidder. Sheriff Jones stated that Penny Profit Cleaners was the current vendor but the Sheriff's Office had documented several issues with them over the past year. Sheriff Jones stated that the Sheriff's Office tries at all times to portray a professional appearance, and he had received complaints from deputies that their uniforms were not being pressed and they were having to re-press them to uphold their professional look. Upon this explanation, Commissioner Ham made a motion to approve the lowest responsive bid of Fifth Avenue Cleaners for dry cleaning. The motion was seconded by Commissioner Harris and carried unanimously.

Last, Mr. Rendleman presented an educational reimbursement request from EMA Emergency Planner Rita Smith. Mr. Rendleman stated that all the necessary paperwork was in order and had been pre-approved by the appropriate appointing authority. Commissioner Lawrence made a motion, seconded by Commissioner Long to pre-approve the educational reimbursement for Rita Smith. The motion carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, FEBRUARY 9, 2015**

Commissioner Harris announced to those in attendance, especially the news media, that he was holding a community meeting at 5:00 p.m. on Thursday, February 12 at the Community Center in Loachapoka.

At approximately 5:43 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and carried unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, FEBRUARY 23, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, February 23, 2015 at 5:00 p.m. The Pledge of Allegiance was led by Scout Master David Gregory and Boy Scout Brayden Gregory. The Pledge was followed by an invocation by Commissioner Eckman.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor Jim Grout.

Boy Scout Troop 858 led by Scout Master David Gregory attended the Commission meeting. Their attendance was a requirement to obtain a Citizenship in the Community merit badge. Mr. Gregory explained that the badge also requires the scouts give a speech, make a public presentation and volunteer time with a community organization. Those in attendance from the Troop included: Scout Leader James Pierce and Boy Scouts Braden Gregory, Drew Hess, Jacob Pierce, Parker Rogers, Jacob Walker and Christopher Willett

Glenn Buxton thanked the Commission for their recent donation to pay a portion of the repairs to the heat pump at the East Alabama Museum. Mr. Buxton presented to the Commission a poster depicting the 42<sup>nd</sup> Rainbow Division's service in World War I. Museum President Jim Hardin also thanked the Commission for their support. Commissioner Ham reiterated Commissioner Lawrence's statement from the last meeting when he stated it is important to preserve our history. Commissioner Harris offered his support to the museum, but stated he did not support this allocation. Further, Commissioner Harris suggested that in the future the museum needs to solicit support from private donors. Mr. Hardin again thanked the Commission for their support at this time.

Sheriff Jones recognized Deputy Richard Zayas as 2014 LCSO Deputy of the Year. Sheriff Jones stated that Deputy Zayas is a dedicated professional and Sheriff Jones was happy to recognize him for this award. Sheriff Jones gave several examples over the last year when Deputy Zayas was instrumental in capturing individuals who were a threat to society. Further, Sheriff Jones introduced Deputy Zayas' wife Marlana who was in attendance and is employed in the Revenue Commissioners Office. Deputy Zayas thanked Sheriff Jones and stated he had been in law enforcement for 23 years and as a resident of Lee County he stated he lives by the virtue "do unto others" and stated he believed in doing right by all.

Commissioner Harris shared that the Community meeting held in Loachapoka on February 12 had been a success. Commissioner Harris stated that recreation and safety are two items of importance to the citizens in that area. Commissioner Harris stated that he would like the Sheriff's Office to establish a substation in Loachapoka, like the one located in Smiths Station. Commissioner Harris introduced Ms. McDaniel who stated she is interested in holding a monthly community meeting in Loachapoka to discuss issues facing the community. Commissioner Harris further stated his next community meeting will be held in Beauregard.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, an updated supplement of invoices for approval, first reading of Harry Lazenby to the Beauregard Water Board and Dick Key to the Smiths Water and Sewer Authority, and minutes of the February 9 meeting. Commissioner Long made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner Harris and carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, FEBRUARY 23, 2015**

Governmental Relations Coordinator Wendy Swann presented a summary of proposed legislative considerations for Commission discussion. Commissioner Harris stated he had received a lot of feedback from various sources and he would suggest that no action be taken at this time. Commissioner Harris stated that since the State was in such bad shape, the Commission needed to get their house in order before asking the legislature to add more debt to their current \$900M debt. Commissioner Lawrence stated the Commission should support the first three items which include: 1) an increase in the Sheriff's salary; 2) authorizing the Sheriff's administrative fees and 3) giving the Commission the authority to set platted subdivision speed limits at 25 mph. County Administrator Roger Rendleman stated the Commission needs to make a decision tonight if they wish to move forward on any of the items since the items must first be drafted by Legislative Reference Service, and then be advertised before being introduced by the delegation. Commissioner Lawrence made a motion to move forward on the first three items as presented by Mrs. Swann. The motion was seconded by Commissioner Long for discussion. Commissioner Ham questioned if the definition of "subdivision" had been clarified. Mr. Hardee stated that legislative reference service would define it when drafting the legislation. Again, Commissioner Harris suggested that the Commission not move forward on anything at this time and stated the Commission needs to develop a plan for the community. Commissioner Lawrence stated that the plan is being done by moving forward with the legislation. Commissioner Ham stated that the Commission is concerned about two items: 1) road improvements and 2) safety. Commissioner Ham stated that Sheriff Jones needs an increase to keep him serving Lee County. After more discussion, Commissioner Eckman called for the question, seconded by Commissioner Lawrence. The motion to call for the question passed on a vote of 4-1 with Commissioner Harris voting "No." Next, Judge English called for a vote on the underlying motion to move forward with three items for legislative consideration, and it passed on a vote of 4-1, again with Commissioner Harris voting "No."

Next, Mr. Buddy Messer appeared once again to discuss his drainage issue. Mr. Messer stated that due to the nature of the issue he would suggest that all the Commissioners take time to come out to take a look at the situation. Commissioner Harris stated that he and Mr. Hardee and Assistant Engineer Patrick Harvill had been to the site. Commissioners Ham and Eckman stated they both had been out there today. Commissioner Harris stated Mr. Messer had a problem and the county needed to help him. Commissioner Harris stated that when he was on the City Council they were able to work on an easement and stated the county is able to work on an easement too. Commissioner Long questioned if it was on private property. Commissioner Harris again stated the Commission can work on an easement. Mr. Messer questioned if there was anything the Highway Department could do with the cross-drain. Mr. Hardee stated that they had looked at the cross-drain and stated it would involve digging ditches along the side of the road and add guard rails which would cost approximately \$15-\$19,000 out of pocket costs, which does not include labor costs. Mr. Hardee further stated he could not justify this issue as a "public issue", as it was not impacting public roadways, and stated he could not recommend that the Commission work on it. Commissioner Harris once again stated that the situation needs to be addressed. Commissioner Lawrence questioned County Attorney Stan Martin whether or not the county can work on an easement. Mr. Martin replied that he had not looked at the particular situation, but if instructed he would be glad to research it. Mr. Hardee stated the water was not coming across the easement. Further, Mr. Hardee stated the easement is platted, but not defined and to access it they would have to do a considerable amount of work on the easement. Commissioner Lawrence questioned Mr. Messer if perhaps since he had cleared the property, perhaps he could have a natural spring that is causing the water issue. Mr. Messer stated there was never a water problem until the house was moved onto the lot. Mr. Messer asked if the county could control the water coming toward his house. Mr. Messer stated he needs help controlling the water, since the end of the drainage is right in front of his property and fills up at the culvert. Mr. Messer stated the water does not need to be re-directed, but needs to be directed away from his house. Commissioner Ham questioned how long he had owned the property. Mr. Messer stated he had owned it for 18 years, but prior to building his house, he had only walked on the property and occasionally his son would bow-hunt. Mr. Hardee stated according to maps in his office the cross-drain had been in place at least since 1952 when the rock and tar surface

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, FEBRUARY 23, 2015**

was first placed on the road. The Commission took no action.

Judge English presented a letter from the State Alcoholic Beverage Control Board asking that the County levy county beer, liquor and wine licenses for the fiscal year 2015-2016. Judge English stated there were no changes and no increases to the current county license fees. The following Resolution was offered by Commissioner Lawrence, seconded by Commissioner Eckman and carried unanimously;

**BE IT RESOLVED** by the Lee County Commission that the County license levies for the sale of liquor, beer and wine for the fiscal year beginning October 1, 2015 to be set in the following amounts:

010 Lounge Retail Liquor – Class I	150.00
011 Lounge Retail Liquor – Class II (Package)	150.00
020 Restaurant Retail Liquor	150.00
031 Club Liquor – Class I	150.00
032 Club Liquor – Class II	375.00
040 Retail Beer – (On or Off Premises)	75.00
050 Retail Beer - (Off Premises Only)	75.00
060 Retail Table Wine – (On or Off Premises)	75.00
070 Retail Table Wine – (Off Premises Only)	75.00
080 Liquor Wholesale	500.00
090 Wholesale Beer Only	275.00
100 Wholesale Table Wine Only – 14.9% or Less	275.00
110 Wholesale Table Wine & Beer Combined	375.00
120 Warehouse License	100.00
130 Additional Warehouse – Wine, Beer or Both	100.00
140 Special Events Retail	75.00
150 Special Retail License – 30 Days or Less	100.00
160 Special Retail – More than 30 Days	250.00
170 Retail Common Carrier	150.00
200 Manufacturer	500.00
210 Importer	250.00
220 Brewpub	500.00
230 International Motor Speedway	3,000.00

Commissioner Long informed the Commission of the new Smiths Station Fire & Rescue Station #6 to be located at Lee Road 315 and asked the Commission to authorize the Highway Department to clear the property. Commissioner Long indicated that he first thought he would be able to do the clearing himself, but stated the trees on the lot were too large for his equipment. Commissioner Long explained that residents had been told if the fire fee increased then a new station would be built to help lower the fire rating which may lower insurance rates. Commissioner Long asked the Commission to consider clearing approximately half an acre and about 5 trees. Mr. Hardee was questioned on the timeframe to clear the property. He stated he and Highway Superintendent Bill Yarbrough had looked at it and estimated it would take one crew working approximately 3-4 days with 2 dump trucks and an excavator to complete the clearing. Further, Mr. Hardee stated he had discussed with Commissioner Long that since the highway department was doing approach work on the bridges currently under construction, he would ask, if authorized, he would like to tackle this project sooner rather than later due to the bridge projects. Commissioner Harris stated he did not agree since this would be working on private property when the county has other projects that need attention. Mr. Hardee stated the lot was owned by the Volunteer Fire Department. Commissioner Long stated it was for the community. Commissioner Long made a motion to allow the county to clear five trees on the property taking three days with county labor and equipment as indicated by Mr. Hardee. The motion was seconded by Commissioner Ham. After further discussion, Commissioner Lawrence called for the question, seconded by Commissioner Ham. After vote was taken, it passed on a

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, FEBRUARY 23, 2015**

vote of 4-1 with Commissioner Harris voting “No”. The Chairman then called for a vote on the underlying motion, which passed on a vote of 4-1 with Commissioner Harris voting “No”.

Next, Judge English questioned Commissioner Harris on the item concerning the Community Action Partnership of Lee County and asked what was being requested of the Commission. Commissioner Harris he was aware of it and stated they only needed documentation where the Commission had appointed him to the Board. Judge English stated that it had been sent when he was originally appointed on October 15, 2013, but that a certified copy of the action would be sent by Mrs. Fitzgerald on Commission letterhead tomorrow. Commissioner Harris stated that was all that was needed.

At approximately 6:27 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and the motion carried unanimously

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MARCH 9, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, March 9, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Lawrence.

During citizen's communication, Mr. Peter Byrd appeared before the Commission concerning rental property he owns on Lee Road 106 and asked them to look into the situation where Lee Roads 106 and 107 intersect with Moore's Mill Road. Mr. Byrd indicated it was a safety issue and has a negative impact on him personally.

Next, Ms. Dorothy Blackmon of 500 Crawford Road relayed an incident that happened February 23 involving her son and the Opelika Police Department. Ms. Blackmon stated that officers came to her house, arrested her son in an unruly manner, and she questioned why they had to do it in this manner. Commissioner Harris stated he was aware of this. Judge English stated this was clearly a city issue, not a county issue. Commissioner Harris responded by stating that if the Commission is not aware of what is happening in the community then how can they help the citizens. Commissioner Harris further stated that he has a good rapport with the Opelika Police Department and stated he had approached the Opelika City Council about this. Further, Commissioner Harris thanked Ms. Blackmon for coming forward. Judge English again stated this was not in the county's jurisdiction.

Next, Mr. Ricky Holder came before the Commission concerning an issue on Alabama Highway 14 near the rock quarry. Mr. Holder stated he had been present at the talks with the quarry representatives prior to the rail spur being put in and they had promised that they would not load and unload and cause the roadway to be blocked. Mr. Holder reported that traffic on Saturday morning had been stopped on Highway 14 at the rail spur for approximately 45 minutes while they were loading the train cars. Mr. Holder stated this was the third time in three months that this has happened and he wanted the Commission to be made aware of it. Further, Mr. Holder noted that it is not only inconvenient to the citizens, but a hazard if there was a medical emergency beyond the rail spur. Judge English assured Mr. Holder they would follow-up on the issue and contact the State Highway Department. Mr. Hardee stated he would notify an ALDOT representative who would have authority on the road since it is a State highway, and not a county road.

Mr. Larry Dowdell appeared before the Commission concerning the arrest of his granddaughter. Mr. Dowdell stated that the City of Auburn worked with him, but that the City of Opelika did not. Commissioner Harris stated that the City of Auburn had followed proper procedure, and that he had approached the City of Opelika. Commissioner Harris stated he wanted the general public to know what is happening in the community. Judge English once again stated this was out of the county's jurisdiction.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor Jim Grout.

Judge English applauded EMA Director Kathy Carson for being recognized by the International Association of Emergency Managers for maintaining her certification as a Certified Emergency Manager. In order to maintain certification, Ms. Carson must continue a program of professional development over successive five-year periods. The CEM designation is held by only 1,518 men and women in the emergency management profession. Judge English congratulated Ms. Carson for maintaining this designation.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MARCH 9, 2015**

Next, Mr. Hardee asked the Commission to recognize March 23-27 as Work Zone Awareness Week. Mr. Hardee explained the information arrived after the packets went out to the Commission. Mr. Hardee further stated that it is an educational outreach to make drivers aware of work zones for drivers to drive safely while in a work zone and to put down their cell phones. Mr. Hardee stated an information packet was placed on each Commissioners desk.

Ms. Carson announced that an Active Shooter Awareness & Response Training for non-law enforcement would be held on Saturday, April 4 from 1:00 – 5:00 p.m. at the Lee County Meeting Center by the Lee County Sheriff's Office and the Opelika Police Department. Further Ms. Carson stated this is a free event, but pre-registration is required by March 23, 2015. Ms. Carson stated this training would provide necessary information for citizens to be able to respond in an active shooter event.

Commissioner Lawrence reminded the Commission of the invitation placed in the Commission packets. Commissioner Lawrence stated the event will be held at the Opelika Sportsplex on Saturday at 10 a.m. for the unveiling of the artwork of Sgt. Major Bennie Atkins. Further, he stated the unveiling was scheduled to last about an hour.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions, and minutes of the February 23 meeting. Commissioner Lawrence made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner Ham and carried unanimously.

Mr. Buddy Messer of Lee Road 146 appeared once again to discuss his drainage issue. Mr. Messer had a video of the water draining across his property. The Commissioners took time to view the video on his tablet. After viewing the video, Commissioner Lawrence stated he sees Mr. Messer's concerns. Judge English asked Mr. Hardee to address the issue. Mr. Hardee explained that the water sheets across Mr. Messer's property to the creek behind the home. Mr. Messer suggested placing a 16" pipe from the culvert to his driveway and then build a box to contain the water, which would eliminate the guard rails and eliminate the problem at his driveway as mentioned at a previous meeting. Commissioner Ham questioned the box and stated it would hold water all the time which may present new problems. Mr. Messer stated he was trying to find a cheaper solution for the county rather than having to spend \$19,000 to dig ditches and install guardrails on the roadway. Mr. Messer stated he was willing to work with the Commission, but he could not afford the items as suggested on his own and stated the water has not dried up from the last time it rained. Further, he stated the land perked for the perk test. Commissioner Eckman questioned when that was done. Mr. Messer stated around November. Judge English questioned what had changed from then to December and asked who sited the house on the lot. Mr. Messer stated that he had done it himself. Commissioner Long described the perk test and stated it only looks for water indicators. Commissioner Lawrence questioned what if the county did the work as suggested by Mr. Messer and the situation still is not solved. Commissioner Lawrence suggested that an underground spring may have been disturbed on the property. Mr. Messer stated he would like for the county to help with the water coming off the roadway and onto his property, and then he would take care of the water on his property. Mr. Hardee stated the highway department would do what the Commission instructed them to do about the situation. Further Mr. Hardee has concerns of 1) placing a box with 125 ft. of pipe which he said the county does not have the ability to maintain, and 2) going on a citizen's right-of-way easement. He said that can only be utilized if the issue is impacting a public roadway or the traveling public, otherwise it is not a county issue. After more discussion of the drainage issue, Mr. Messer asked about using the easement to get the water to the creek. Judge English explained that the easement was a water and sewer easement which does not make it public property and does not give the highway department a right to use it in any situation.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MARCH 9, 2015**

Commissioner Harris stated he had checked with the Association of County Commissions and stated we went on property with county easement for drainage issues in the past. Further, he stated it is a dedicated easement for the property owner. Commissioner Eckman reiterated what Mr. Hardee stated that it did not affect the traveling public therefore it is not a county issue and not for the county to resolve. Mr. Messer objected and stated if county can't take water off the road, then why are we here. Again, Commissioner Harris asked Mr. Hardee to assess the situation for a solution and work with Mr. Messer to come up with a feasible plan for the drainage issue. Mr. Hardee stated he was willing to work with Mr. Messer to address the problem if it affects the traveling public. Further, Mr. Hardee explained what he felt could be done to address the situation. After further discussion, Judge English asked Mr. Hardee to describe the process to Mr. Messer following the meeting.

Commissioner Harris made a motion to approve the following Resolution to reappoint Mr. Harry Lazenby to the Beauregard Water Authority Board. The motion was seconded by Commissioner Ham and carried unanimously.

**BE IT RESOLVED**, the Lee County Commission reappoints Mr. Harry Lazenby to the Beauregard Water Authority Board for a six-year term beginning March 1, 2015 until March 1, 2021.

Commissioner Long made a motion to approve the following Resolution to reappoint Mr. Dick Key to the Smiths Water & Sewer Authority Board. The motion was seconded by Commissioner Ham and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission reappoints Mr. Dick Key to the Smiths Water & Sewer Authority Board for a six-year term beginning March 1, 2015 until March 1, 2021.

Judge English stated Mrs. Fitzgerald had talked to Ms. Sandra Aldridge about the Community Action Partnership and Ms. Aldridge stated the agency needs a letter from the Commission stating they have reviewed the Bylaws. Judge English asked Mrs. Fitzgerald to forward the Bylaws to each Commissioner for review by the next meeting, so that a letter can be written for their request.

Mr. Randy Causey and Mr. Tony Ledbetter were in attendance to ask permission to use the Courthouse steps for the upcoming Relay for Life event from 6 p.m. to midnight on Friday, April 24. Judge English stated there were no complaints from last year, but reminded Mr. Causey that the Courthouse does not close until 4:30 p.m. Commissioner Harris made a motion to allow Relay for Life to use the Courthouse steps on Friday, April 24 from 6:00 p.m. to midnight. The motion was seconded by Commissioner Ham and carried unanimously.

Sheriff Jones presented a special event license for the Wagon Wheel Wounded Warrior Bash in District 4. Sheriff Jones stated there were objections to the application. Commissioner Ham made a motion to approve the following Resolution for a special event license for the Wagon Wheel Wounded Warrior Bash. The motion was seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the special event license for **Wagon Wheel Wounded Warrior Bash** located at 2487 Lee Road 266, Cusseta, Alabama.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MARCH 9, 2015**

Sheriff Jones presented the transfer of a retail beer and issuance of a retail table wine license application for Discount Corner 4 in District 3. Sheriff Jones stated there were no objections to the applications. Commissioner Long made a motion to approve the following Resolution for the transfer of the beer license and issuance of the wine license application, seconded by Commissioner Ham and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the transfer of a retail beer license and the issuance of a retail table wine license for **Discount Corner 4** located at 1614 Hwy 280 Bypass, Phenix City, Alabama.

Mr. Hardee presented a bid extension request for ready-mixed concrete. Mr. Hardee explained that in October the bid was only for 6 months so he would ask the Commission to extend the bid another 6 months. Mr. Hardee stated he has received a written agreement from Sherman Concrete of Auburn for the extension. Commissioner Eckman made a motion to extend the bid for an additional 6 months with Sherman Concrete for ready-mixed concrete. The motion was seconded by Commissioner Lawrence and carried unanimously.

County Administrator Roger Rendleman presented a job classification change. Mr. Rendleman explained that the role of the Employee Benefits Coordinator and the change in the payroll system has lead to the necessity for a Payroll Accountant. Mr. Rendleman stated the current human resource positions need to focus on the ever increasing demands of human resource issues. Further, Mr. Rendleman stated this position requires a degreed accountant with an emphasis on payroll. Commissioner Lawrence questioned the pay grade. Mr. Rendleman responded it was the same as the Employee Benefits Coordinator position. Upon this presentation, Commissioner Eckman made a motion to approve the Payroll Accountant position. The motion was seconded by Commissioner Lawrence and carried unanimously.

Commissioner Harris stated he had had an opportunity to talk to the Ethics Commission about the County and the community. Commissioner Harris stated that the Commission does some things that are unethical. Such as members that serve on certain boards: Auburn University, Lee-Russell Council of Governments, the City and volunteer fire departments as done at the last meeting. Commissioner Harris stated this clearly violates ethical law and the Commission could be charged back for such items. Further, Commissioner Harris stated those on the Airport Authority or the hospital board should recuse themselves from voting on any issue pertaining to them. Commissioner Harris said it was not illegal for the board members to vote on those items, but that those entities have to approach the Commission, the board members cannot bring it to the Commission themselves. Further, he stated that it is a liability to the County Commission. Judge English stated that any elected official that has knowledge of an ethics violation should report it. Commissioner Harris stated he just wanted to let everybody know and be aware of what the Commission is doing, and stated this is just a friendly reminder to all. Again, Commissioner Harris stated he had talked to the legal people at the Ethics Commission and stated we must notify each other.

At approximately 6:30 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Ham and the motion carried unanimously

Minutes approved:

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Chairman

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MARCH 9, 2015**

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MARCH 30, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, March 30, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Judge English.

During citizen's communication, Mr. Peter Byrd appeared concerning Lee Road 106. Mr. Byrd stated Lee Road 106 comes off Moore's Mill Road and dead-ends into Green Chapel Church. Mr. Byrd stated this is a high traffic area and a high accident area on Moore's Mill Road. Mr. Byrd asked the Commission to take a look at the Lee County Master Plan which he said addresses the area. Mr. Byrd further stated he had talked to Jimmy Starr, the developer of East Lake Subdivision, about the intersection because it had been gated about 2-3 months ago, but has since been opened. Mr. Starr indicated that the Auburn Fire Department requested the gate be opened for access purposes. Due to his three minutes being up, Judge English asked Mr. Byrd to get on the next agenda for further discussion.

Next, John Sophocleus stated he drove into Auburn daily and would ask the Commission to do something about the unsafe madness of allowing two outlets from Lee Roads 106 and 107. Mr. Sophocleus stated not to allow old history to allow unsafe history to continue.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor Jim Grout.

EMA Director Kathy Carson recognized Deputy Director Johnny Langley for his efforts deployed with the State EMA mobile communications and technology (MCAT) team. Chambers County Director Donny Smith presented Mr. Langley with a plaque from Chambers County and thanked him for helping in the deployment of the team to provide emergency communications in support of the 50<sup>th</sup> Anniversary of the Dream March in Selma, Alabama on March 4-9, 2015.

Legislative Coordinator Wendy Swann presented a Resolution for a County Day of Recognition for volunteers. Mrs. Swann stated the Resolution calls for April 7 to be set aside as National Service Day. Commissioner Lawrence made a motion to approve the Resolution as presented. The motion was seconded by Commissioner Harris and passed unanimously.

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,

**WHEREAS**, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MARCH 30, 2015**

**WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

**WHEREAS**, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with counties nationwide to engage citizens, improve lives, and strengthen communities; and is joining with counties across the country to support the County Day of Recognition for National Service on April 7, 2015.

**THEREFORE, BE IT RESOLVED** that I, Bill English, Commission Chairman of Lee County, Alabama do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city, to thank those who serve; and to find ways to give back to their communities.

Next, Commissioner Harris updated the Commission on a meeting he had with the City of Opelika. Commissioner Harris stated he met with Mayor Fuller and the city administrator, Joey Motley. Commissioner Harris stated they wanted to work together. The City of Opelika is developing a committee to work on problems in the community. Commissioner Harris mentioned black on black crimes and law enforcement issues in the community that may be addressed by this committee. Commissioner Harris stated he appreciated that the City of Opelika was willing to work together to address these issues.

County Engineer Justin Hardee discussed the Lee Road 10 bridge replacement project. Mr. Hardee was ultimately able to present a slideshow with pictures showing the progress on the bridge. Mr. Hardee was happy to report that the project was ahead of schedule and potentially would be opened earlier than projected, depending on the weather's continued cooperation. Mr. Hardee stated that the Highway Department had worked with the contractor before and the project was progressing along well. Mr. Hardee reminded the Commission the Highway Department would be responsible for completing the approach work on the project. Further, Mr. Hardee stated he would let the Commission know as soon as the project is complete.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, and minutes of the March 9 meeting. Commissioner Ham asked the Commission to consider adding the announcement of a vacancy on the Beulah Utilities Board. Commissioner Lawrence questioned who had stepped down. Commissioner Ham responded that Mr. Leon McCluskey had received a job opportunity out of state and had accepted it and would be moving, therefore, his position will be vacated. Commissioner Lawrence made a motion to approve the consent agenda as amended. The motion was seconded by Commissioner Ham and carried unanimously.

Mr. Buddy Messer of Lee Road 146 appeared once again to discuss his drainage issue. Mr. Messer stated that he and Mr. Hardee had been unable to come to a solution on the issue and stated he was back before the Commission to try to come to come up with a compromise on his drainage issue. Mr. Messer indicated that Mr. Hardee stated he would need Commission authorization to use the platted water easement. Mr. Hardee stated he and Mr. Messer had much

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MARCH 30, 2015**

discussion on several options, but that they were unable to agree on a solution that did not involve utilizing men or county equipment off county right-of-way on private property. Further, Mr. Hardee stated he personally did not believe the work Mr. Messer is requesting would alleviate the drainage issue. Commissioner Lawrence questioned Mr. Rendleman and Mr. Martin on the easement issue. Mr. Martin stated the only way to work on the easement is if: 1) county had done the damage; or 2) if county would benefit from it. Mr. Martin stated he did not see where the county would benefit from working on this private easement. Further, Mr. Martin added that he was not an engineer, but if asked, he would research it further. Mr. Rendleman stated he agreed with Mr. Martin that the easement is private property; therefore, the county cannot work on it, unless they caused the damage that caused the drainage issue. After more discussion, Commissioner Harris made a motion to follow the easement to get rid of the drainage problem. The motion died for the lack of a second. Judge English informed Mr. Messer that the Commission was unable to provide any assistance on his issue.

Mr. Hardee presented a change on the Lee Road 137 bridge project. Mr. Hardee explained that Goodwyn, Mills and Cawood had been hired to design an 80-foot bridge. The project assessment indicated that the existing bridge could be replaced by a triple-barrel culvert at much less cost than the proposed 80-foot bridge. After looking at the recommendation, Mr. Hardee stated it would be best to design the culvert in-house and therefore save the construction costs. After discussion, Commissioner Harris made a motion, seconded by Commissioner Lawrence to close the contract with Goodwyn, Mills and Cawood. The motion carried unanimously. Commissioner Lawrence questioned when the culvert would be replaced. Mr. Hardee stated he definitely would not do it during Labor Day weekend or during the football season, but it would probably be next summer before it would be started.

Ms. Gerri Young approached the Commission for a contribution to the Family Enrichment Center of Loachapoka. Ms. Young explained that the center was for young people to participate in various activities to provide them an opportunity for advancement. Ms. Young asked the Commission to provide funding for the summer enrichment program. Commissioner Eckman stated she had provided funding for a child to attend the program and challenged each Commissioner to sponsor a child too. After discussion, Commissioner Harris made a motion, seconded by Commissioner Eckman to approve \$2,500 to be allocated from the Contingency Fund to be used toward their summer camp program. The motion carried unanimously.

Mr. John Karnowski of Foresite Group appeared before the Commission to discuss a proposed agreement about a new Gateway Drive traffic light. Mr. Karnowski stated this is a public/private partnership between Bush Properties, Inc., the City of Opelika and Lee County. Mr. Karnowski stated the partnership will provide a traffic light to help with traffic control near the Justice Center. Mr. Karnowski explained that the traffic light would fix a number of problems, including: 1) residents of Hamilton Place being able to access Gateway Drive; 2) control traffic turning left out of Corporate Drive; 3) traffic coming in and out from the Justice Center. Mr. Karnowski explained that the traffic coming in and out of the Justice Center would use a combined driveway to alleviate the traffic issues and to help justify the need for a traffic signal at that location. Commissioner Ham questioned the timing of the signals, since currently a signal is located a few blocks down at the intersection of Thomason Drive and then another at the intersection of Gateway and Frederick Road. City Administrator Joey Motley stated the City of Opelika would be able to control the timing of the signals in-house. Commissioner Ham questioned County Administrator Roger Rendleman about the county's involvement in this. Mr. Rendleman responded that the county had been asked to participate since it involves use of a portion of our land and they are asking for a monetary contribution as well. Commissioner Lawrence questioned if we went looking for a traffic signal. Mr. Rendleman responded, "No". Judge English explained that the City of Opelika needs a traffic signal at Corporate Drive, but that ALDOT will not approve it because it is too close to Thomason Drive, and that this is the only public street that connects which would redirect the traffic onto the proposed access road.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MARCH 30, 2015**

Mr. Bush indicated they were in attendance to see if all the parties are willing to participate in the project since a majority of the land is county property, plus they are asking the county to participate financially by allocating \$250,000 toward the project. Commissioner Eckman questioned how the county would pay for it. Mr. Rendleman stated it probably would not start until the fall and it would cross over into another fiscal year and normally there is undesignated fund balance, which could be used for this project. Mr. Rendleman indicated that there are usually around \$400,000 to \$600,000 leftover and the Commission could chose to allocate the first \$250,000 to this project. Commissioner Lawrence questioned the cost of the entire project. Mr. Bush stated around \$1.35 million. Commissioner Harris stated he liked the project, but was concerned over the \$250,000. Commissioner Harris stated he had other items like Loachapoka recreation and road resurfacing where these funds could be utilized. Further, he stated he talked to Mayor Fuller who had indicated to him that is would be a longer process to pay back the funds. After more discussion, Commissioner Harris made a motion to authorize Judge English to enter into the agreement with the City of Opelika. The motion was seconded by Commissioner Lawrence and unanimously carried. Commissioner Lawrence asked Mr. Rendleman to identify where the money will come from. Mr. Rendleman stated he would bring it back before the Commission at a later date.

Sheriff Jones presented a special events alcohol license for the Alabama Wildlife Federation for an event to take place at the Lazenby Farm in District 4. Sheriff Jones stated there were no objections to the applications. Commissioner Ham made a motion to approve the following Resolution for the special events license, seconded by Commissioner Eckman and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the issuance of a special events license for Alabama Wildlife Federation at Lazenby Farms 11546 Lee Road 54, Auburn, Alabama.

Sheriff Jones presented a retail beer and a retail table wine license application for The Store 2 in District 4. Sheriff Jones stated there were no objections to the applications. Commissioner Ham made a motion to approve the following Resolution for the beer and wine license application, seconded by Commissioner Eckman and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve a retail beer and retail table wine license for The Store 2 located at 14001 Lee Road 379, Valley, Alabama.

Sheriff Jones presented a lounge retail liquor-Class II (package) application for The Store 3 in District 4. Sheriff Jones stated there were no objections to the application. Commissioner Ham made a motion to approve the following Resolution for the lounge retail liquor license application, seconded by Commissioner Eckman and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve a lounge retail liquor license for The Store 3 located at 14001 Lee Road 379, Valley, Alabama.

Sheriff Jones presented a retail beer and tobacco license application for Mike's Gas and Grocery in District 4. Sheriff Jones stated there were no objections to the applications. Commissioner Ham made a motion to approve the following Resolution for the beer and tobacco license application, seconded by Commissioner Eckman and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve a retail beer and tobacco license for Mike's Gas and Grocery located at 4435A Lee Road 166, Opelika, Alabama.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MARCH 30, 2015**

Mr. Rendleman stated the Meeting Center project is almost complete and presented the draft Meeting Center Policies and Procedures for Commission discussion and approval. Mr. Rendleman explained that he felt since the county had spent a significant amount of funds on the facility, he would suggest the Commission consider charging outside agencies for use of the building to recover some of our operational costs. Mr. Rendleman stated a calendar would be available for departments within the county to utilize the center for meetings and training and outside agencies would have to work around those scheduled county events. Commissioner Eckman suggested the rates be included on the sheet beside the choices, so there is no confusion about the cost. Mr. Rendleman agreed to that change. After more discussion, Commissioner Ham made a motion, seconded by Commissioner Harris to approve the Meeting Center Policies and Procedures as presented with the one change mentioned. The motion carried unanimously.

Last, an Agreement for Subdivision Review and Approval in the municipal planning jurisdictions was discussed. Mr. Hardee explained that the Highway Department had been working with the cities of Auburn and Opelika on developing an agreement which would outline the responsibilities of each entity in regards to subdivision regulation enforcement within their respective municipal planning jurisdictions. Mr. Hardee stated the agreement had been reviewed by County Attorney Stan Martin as well as both city attorneys. Further, Mr. Hardee stated that Opelika has already approved the agreement and Auburn is scheduled to do so at their next Planning Commission meeting. After discussion, Commissioner Lawrence made a motion to authorize Judge English to sign the agreement. The motion was seconded by Commissioner Ham and passed unanimously.

At approximately 7:20 p.m., Commissioner Ham made a motion to adjourn. The motion was seconded by Commissioner Lawrence and carried unanimously

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, April 13, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Long.

During citizen's communication, Commissioner Harris thanked Commission Ham for helping him with a situation in Commissioner Harris' district. Commissioner Harris stated he appreciated the assistance and further stated that all the Commissioners need to work together to accomplish one goal. Once again, he stated he appreciated the help that Commissioner Ham was able to provide.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones.

Sheriff Jones was happy to recognize Sgt. Rebecca Tate for being nominated as Officer of the Year by the Opelika Exchange Club. Sheriff Jones thanked Sgt. Tate for her professionalism and dedication and stated this was the kind of employees that he has in the Sheriff's Office. Sgt. Tate introduced her husband, EMA Planner Chris Tate and their daughter Claire, who were in attendance.

County Engineer Justin Hardee recognized Mr. Joel Hubbard as the newly appointed Building Official of the Building Inspections Department. Mr. Hardee stated Mr. Hubbard has been serving as interim for the last three months since David Veal retired at the end of December. Mr. Hardee stated Mr. Hubbard has been certified in 2010 and has started an outreach program for builders in the area where they are able obtain continuing education credits. Mr. Hardee stated he was looking forward to working with Mr. Hubbard. Commissioner Harris thanked Mr. Hubbard for emailing him and keeping him informed. Commissioner Eckman agreed. Commissioner Ham questioned the classes and thanked Mr. Hubbard for being proactive. Mr. Hubbard responded that he was qualified as a certified provider for CEU's for builders.

Next, Mr. Hardee updated the Commission on the work schedule of the Highway Department. Mr. Hardee stated the work schedule had been changed over a year ago and he was happy to report things were working well. He stated that a survey was sent out over a year ago and out of 47 employees only 3 were in favor of keeping the 5 days/8-hour shift. A recent survey also indicated approximately the same responses. After making the change to 4 days/10-hour shift, Mr. Hardee reported he has seen several positive changes including: an increase in employee efficiency; supervisors are better able to manage employees; fuel usage reduced by approximately 10%; and mowing cycles reduced by 11% because the crews were able to stay on task longer. Mr. Hardee further stated he has not heard any comments from constituents or others about the new work schedule and especially about not working on Fridays. Mr. Hardee stated they handle issues that come up on Fridays as they do on weekends. Further, Mr. Hardee stated when necessary to complete a job on Friday, he informs the Commission of it. Commissioner Ham thanked Mr. Hardee for informing them when this occurs. Mr. Hardee stated this work schedule would continue for now.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions and minutes of the March 30 meeting. Commissioner Long made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Ham and carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

Mr. Logan Gray introduced Mr. Brian Fahrenthold to present information on the status of the Sabal Trail Transmission gas pipeline project. Mr. Gray mentioned that a two-page summary was included in the Commission packets. Further, Judge English had a copy of the 11-page presentation on file. Mr. Fahrenthold presented several facts pertaining to Lee County including: approximately 20.7 miles of 36-inch diameter pipeline will run through Lee County of the 515 mile project; which should result in a total of approximately \$855,718 in ad valorem tax dollars to Lee County per year; and additional jobs for the area once construction begins. Also, these positions could increase local revenue from hotels, retail, and eating establishments. Mr. Gray also introduced Andrea Grover and Jason Lee of Sabal Trail Transmission and Spectra Energy.

Mr. Peter Byrd appeared before the Commission to discuss the situation on Lee Road 106. Mr. Boyd asked the Commission to consider closing Lee Road 106 for safety concerns and utilize Lee Road 107 for the traffic coming from East Lake Subdivision instead. Judge English explained that the county cannot use Lee Road 107 because it is not a county road, but a private easement for the residents of the subdivision behind the church. Mr. Byrd argued that the county could purchase that road. Judge English explained that Lee County has not purchased a private road in his 30 years experience. Mr. Byrd further argued that the county knew this was happening because County Engineer Justin Hardee had signed the plat for the subdivision. Commissioner Lawrence stated the subdivision road was shown on the plat as a cul-de-sac and was not originally designed to come out on Lee Road 106. The change was allegedly required by the City of Auburn, in which the East Lake subdivision sits. Commissioner Eckman questioned who had allowed them to use Lee Road 106. Mr. Hardee stated that by the time it was brought to the county, it was already being done, and that it met the requirements of the county's Access Management Policy. More discussion took place about traffic counts, turn lanes, sight distances and the Access Management Policy, but no practical solution was identified. Mr. Byrd stated the only beneficiaries are those traveling from East Lake Subdivision on Lee Road 106, not him or the people traveling to and/or from the Church.

Commissioner Ham stated that Senator Tom Whatley had called him and asked that the item concerning the Legislative Delegation Constituent Service Office be taken off the Agenda.

Commissioner Ham requested that the Commissioners consider attending the ALGTI upcoming classes being offered on Personnel Administration and/or Understanding Liability as a refresher course since some things have changed since originally taking the required Commission courses. Commissioner Ham stated he would like to attend the Personnel Administration course. Commissioner Ham made a motion to allow travel to be approved for any Commissioner wishing to attend the ALGTI classes. The motion was seconded by Commissioner Harris and carried unanimously.

County Administrator Roger Rendleman presented three budget adjustments for Commission consideration. First, Mr. Rendleman asked the Commission to recognize unallocated available fund balance of \$150,000 to the resurfacing program. Next, he asked to recognize unallocated fund balance which is in excess of reserves and designations in the General Fund related to finalized recovery funds from last fiscal year's tornado event to be used for some EMA improvements for \$53,042. Last, Mr. Rendleman asked the Commission to adjust Fund 100 to support eight new deputy/school resource positions for the Sheriff's Office instead of only six positions. Mr. Rendleman explained that he had first wanted to be sure that the new revenue would support eight positions, and he was happy to report that after four months of actual collections, the projections are accurate. After this presentation, Commissioner Lawrence made a motion, seconded by Commissioner Eckman to amend the adopted FY2015 budget with the following budget adjustments. The motion carried unanimously.

Fund 117-RRR

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

Expenditures (Resurfacing Program)	\$150,000	
Fund Balance (Unassigned)		\$150,000
<u>Fund 001-General</u>		
Expenditure (EMA)	\$53,042	
Fund Balance (Unassigned)		\$53,042
<u>Fund 100-Act 2013-325</u>		
Revenue (Sales Tax)		\$149,700
Expenditure (Deputy-SRO)	\$149,700	

Mr. Rendleman stated that since the Meeting Center is complete and a Certificate of Occupancy has been received, he would suggest that the Commission hold the next Commission meeting at the new building. Further, Mr. Rendleman suggested that a ribbon-cutting be held at 4:30 p.m. prior to the 5:00 p.m. meeting. Commissioner Eckman questioned how people would be notified of the location change. Judge English stated the media in attendance today would mention the change in their article and a notice would be placed on the county website. Commissioner Lawrence stated the Commission should also hold a Commission meeting at the new Justice Center addition, as well. Mr. Rendleman stated District Attorney Robbie Treese and Circuit Clerk Mary Roberson were working on that, once their moves are complete. After discussion, Commissioner Ham made a motion to hold the next Commission meeting on April 27 at the new Lee County Meeting Center and hold a ribbon cutting at 4:30 p.m. prior to the 5:00 p.m. meeting. The motion was seconded by Commissioner Lawrence and carried unanimously.

Sheriff Jones presented a lounge retail liquor license application for Mike's Package Store in District 4. Sheriff Jones stated there were no objections to the application. Commissioner Ham made a motion to approve the following Resolution for the lounge retail liquor license application, seconded by Commissioner Eckman and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve a lounge retail liquor license for Mike's Package Store located at 4435B Lee Road 166, Opelika, Alabama.

Mr. Hardee requested the Commission add an agenda item concerning approval of two Federal Aid Agreements received on Friday. Upon this request, Commissioner Lawrence made a motion to add the items to the Agenda. The motion was seconded by Commissioner Long and carried unanimously to add the items to the Agenda. Mr. Hardee stated the deadline was approaching and requested that Judge English be authorized to sign the two Federal Aid agreements on Lee Road 188 and Lee Road 27. Mr. Hardee stated these projects were being funded with ATRIP funds which involve an 80/20 match, and that he planned to put them out as one bid rather than two. Mr. Hardee stated that if one contractor was awarded both bids then he would be notified that he could not start on the second project until the first project is complete, to ensure that the county crews doing the approach work would not be double tasked at the same time. Upon this explanation, Commissioner Eckman made a motion to authorize the Chairman to sign the following two resolutions, seconded by Commissioner Ham and passed unanimously.

**RESOLUTION**

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a 24'-40'-24' span precast replacement bridge on CR-27 over Odom Creek. BIN#005050. Length – 0.02 miles  
Project#ACBRZ61148-ATRP(016); LCP#41-138-13; ATRIP#41-05-41  
which agreement is before this Commission, and that the agreement be executed in the name of

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

AGREEMENT for  
ALABAMA TRANSPORTATION REHABILITATION  
AND IMPROVEMENT PROGRAM (ATRIP) PROJECT  
BETWEEN THE STATE OF ALABAMA AND LEE COUNTY, ALABAMA

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 Lee County (FEIN 63-6001601), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the construction of a 24'-40'-24' span precast replacement bridge on CR-27 over Odom Creek. BIN#005050. Length-0.02 miles PROJECT#ACBRZ61148-ATRP(016); LCP#41-138-13; ATRIP#41-05-41

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on this PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) 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 the PROJECT. 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.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and the PROJECT will be constructed in accordance with

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

the approved plans.

- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:
- |                         |                     |
|-------------------------|---------------------|
| Federal ATRIP Funds     | \$281,448.00        |
| County Funds            | <u>\$ 70,362.00</u> |
| Total (Including E & I) | \$351,810.00        |
- (11) 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 prorated share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and agreement.
- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) It is agreed that the terms and commitments contained in this agreement 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 or amendment, either no 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.
- (16) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officer, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditures of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury or death, or injury or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are available at the Lee County Highway Department and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

**RESOLUTION**

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a 24'-40'-24' span precast replacement bridge on CR-188 over Webb Creek. BIN#006946. Length – 0.02 miles  
Project#ACBRZ61973-ATRP(016); LCP#41-132-13; ATRIP#41-05-35  
which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

AGREEMENT for  
ALABAMA TRANSPORTATION REHABILITATION  
AND IMPROVEMENT PROGRAM (ATRIIP) PROJECT  
BETWEEN THE STATE OF ALABAMA AND LEE COUNTY, ALABAMA

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 Lee County (FEIN 63-6001601), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the construction of a 24'-40'-24' span precast replacement bridge on CR-188 over Webb Creek. BIN#006946. Length-0.02 miles PROJECT#ACBRZ61973-ATRP(016); LCP#41-132-13; ATRIP#41-05-35

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on this PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) 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 the PROJECT. 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.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$300,472.00
County Funds	<u>\$ 75,118.00</u>
Total (Including E & I)	\$375,590.00
- (11) The STATE will be responsible for advertisement and receipt of bids, and the

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

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 prorated share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.

- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and agreement.
- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) It is agreed that the terms and commitments contained in this agreement 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 or 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.
- (16) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditures of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury or death, or injury or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are available at the Lee County Highway Department and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, APRIL 13, 2015**

(23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.

(24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

Judge English questioned the Lee Road 188 project and asked Mr. Hardee to ensure that the detour in that area not happen at the same time as the Lee Road 65 bridge replacement detour.

Upon the Commission adjourning the meeting, Commissioner Harris asked the Commission to consider inviting each Water Board to the next meeting because he was going to invite a grant person. Commissioner Harris further stated grant funds could be available for roads too. Commissioner Lawrence stated he would first like to meet with the person presenting the grant information before inviting the individual water boards. Commissioner Harris then stated that there are deadlines that must be met and just wanted to get the information to them before it was too late.

At approximately 6:35 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and carried unanimously

Minutes approved:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner, District 1

\_\_\_\_\_  
Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

\_\_\_\_\_  
Commissioner, District 4

\_\_\_\_\_  
Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, APRIL 27, 2015**

The Lee County Commission convened in regular adjourned session at the recently renovated Lee County Meeting Center in Opelika, Alabama, Monday, April 27, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Ham.

A ribbon cutting was held for the Lee County Meeting Center prior to the Commission meeting. Elected officials attending included: Mayor Gary Fuller, City Council President Pro-Tem Patsy Jones, Sheriff Jay Jones and Revenue Commissioner Oline Price. Tours of the building were given following the ribbon cutting by Public Relations Coordinator Wendy Swann.

During citizen's communication, Mr. Peter Boyd appeared concerning Lee Road 106. Mr. Boyd stated he was in attendance, once again, to address the road connection between East Lake Subdivision and Lee Road 106. Mr. Boyd questioned several issues, but questioned whether the Lee County Commission granted the developer an access permit to tie into Lee Road 106. Mr. Boyd requested that the Commission barricade the exit from East Lake Subdivision and ask that a key be provided to the Auburn Fire Department for access, if necessary. Next, Mr. Byrd submitted a copy of his statements for accuracy. Last, Mr. Byrd asked that if his facts are wrong, he would like for the Commission to show him where they are wrong.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones.

Commissioner Harris stated he would like to recognize EMA Director Kathy Carson and her staff for helping the community after the tornado on Highway 169. Additionally, he stated the community was holding a luncheon this Saturday to honor them and to present Ms. Carson a token of appreciation. Next, Commissioner Harris thanked County Engineer Justin Hardee and the Highway Department in providing assistance to a constituent by steering them in the right direction on street signs on Wire Road. Commissioner Harris stated he found out that two roads in the county were owned by Auburn University. Commissioner Harris stated Mr. Hardee did an excellent job looking into this matter. Then he stated he had invited a grant person to attend the meeting and asked the Commission to think about their priority list. Last, Commissioner Harris further asked the entire Commission to join his team to do good things for the community to move the county forward and he stated he was going to dedicate himself to helping the community.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims and minutes of the April 13 meeting. Judge English moved first reading on the Beulah Water Authority Board from the "Consent Agenda" to "Old Business" since there were more Citizen Interest forms than positions available. Commissioner Ham made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Long and carried unanimously.

Judge English stated the Commission Office received Citizen Interest forms from two individuals for consideration for one position on the Beulah Water Authority Board. Commissioner Ham stated after consideration he would recommend that Mrs. Linda Holt be considered since she had worked 20 years for another water company and had been consulting with the Board on ways to save money. Commissioner Ham recognized Mr. Shane Franks of the Beulah Water Board who was in attendance. Commissioner Ham made a motion for first reading of Linda Holt to the Beulah Water Authority Board. The motion was seconded by

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, APRIL 27, 2015**

Commissioner Lawrence and unanimously carried.

Judge English stated that Mr. Wes Cumbie had contacted him and asked that the Agenda item concerning the Lee Road 65 Bridge Replacement Project be moved to the May 11 meeting.

Commissioner Ham stated that he would ask the Commission to consider applying for a grant on the Beulah Senior Center Project once again. He recognized that the grant was applied for last year and denied, but said he was favorably encouraged by the Director of Senior Services that it had a better chance of getting funded this year. Lee-Russell Representative Barbara Scott stated that the Beulah Senior Center was originally built in 1942 and with the growing numbers of senior citizens in the community there was limited space in the current building. Mrs. Scott stated after meeting with ADECA, they had recommended that Lee County resubmit for the grant. Commissioner Harris stated he understood grants and the grant process. Commissioner Harris stated this grant had received a rating of 5 and to receive grant funding it must receive a rating of 8 or more. Further, Commissioner Harris stated that he believes there is a greater need for water and sewer improvements in the Beulah area. Commissioner Harris stated Beauregard was getting ready to spend \$4M where they could have received a grant for matching money on the project. Mr. Harry Lazenby of the Beauregard Water Board stood and stated that Beauregard Water was spending its own money on the project for fire hydrants and a water main. Judge English interrupted and stated Mrs. Scott was here to identify the wishes of the Commission on the grant for the Beulah Senior Center project. Commissioner Harris once again stated Lee County can only qualify for one project at a time and asked the Commission to look at the whole picture. Commissioner Lawrence stated the Commission allocated money for matching funds on this project last year and questioned Commissioner Ham if the project is still a priority for the Beulah community. Commissioner Ham answered in the affirmative. Commissioner Lawrence further stated the water boards are independent of the Commission, but the Commission will help the water boards as much as possible if requested. Commissioner Lawrence questioned Mr. Lazenby if they had looked at available water grants. Mr. Lazenby stated the water board had not received a grant since 1976 because the living standards are too high in their area of Lee County. Commissioner Harris stated that there are pocket areas that must be looked at, and stated you can't find anything if you don't look. Mr. Lazenby again stated they have not been able to qualify for grant funding. Commissioner Harris recognized grant consultant Cara Stallman who was in attendance. Ms. Stallman stated normally her focus is on combination water/road grants. Ms. Stallman stated there could be roads that could be used in conjunction with the water projects. Commissioner Ham made a motion to apply for the ADECA grant for the Beulah Senior Center. The motion was seconded by Commissioner Eckman. After more discussion, Commissioner Ham called for the question, seconded by Commissioner Long. After vote, the call for the question passed on a vote of 4-1 with Commissioner Harris voting "No." After vote to call for the question passed, Judge English called for a vote on the underlying motion, which carried on a vote of 4-1 with Commissioner Harris voting "No".

Retired Family Court Judge Richard Lane appeared before the Commission to ask for Commission support of the upcoming Alabama for Marriage Rally which will be held at 9:30 a.m. Saturday morning on the Courthouse steps. Judge Lane stated that family is the backbone of our country and added that marriage is between one man and one woman. Next, Mr. Bo Hill formally invited the Commission to attend the rally to show their support of this cause. Judge English stated the United States Supreme Court will be considering the issue of same-sex marriages tomorrow morning.

Mrs. Sue O'Neal concerning Lee Road 318 was not in attendance. Mr. Hardee stated that he and Commissioner Ham had been talking with Mrs. O'Neal and her son about the situation and had scheduled a follow-up meeting this week. Commissioner Ham stated they were looking at a possible solution to the problem.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, APRIL 27, 2015**

Grant Consultant Cara Stallman was in attendance at the request of Commissioner Harris. Ms. Stallman stated she had previously been employed by the Baldwin County Commission and also had worked for the State of Alabama. Currently, she has her own business, Grant Management, LLC, which is located in Fairhope. Ms. Stallman stated she would love to work with Lee County in the future. Commissioner Harris asked Ms. Stallman to explain how she works. Ms. Stallman explained that she will provide all the work on the grant and will not get paid unless the grant is approved. Commissioner Harris stated he has been the only one to get a successful grant which was for a road project in Loachapoka and a grant for the Salem area. Commissioner Harris thanked Ms. Stallman for her attendance. No action was taken by the Commission.

County Engineer Justin Hardee presented two Federal Aid Project Resolutions for Commission approval. Mr. Hardee stated both projects are resurfacing projects; one on Lee Road 379 and the second on Lee Road 248, and stated they both fall under the Columbus/Phenix City MPO and require an 80/20 match. Commissioner Lawrence questioned if this is a regular Federal Aid project and not ATRIP funds. Mr. Hardee answered in the affirmative. Commissioner Lawrence then questioned which districts the roads fall under. Mr. Hardee answered they fall in District 4 and District 3. Upon this discussion, Commissioner Long made a motion to approve the following Resolutions, seconded by Commissioner Ham and unanimously carried.

**RESOLUTION**

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

full depth reclamation with cement, widen, resurface, traffic stripe and other safety improvements on Lee Road 379, from its junction with Lee Road 372, then northerly approximately 2.796 miles to the county line.

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

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

**THEREFORE, BE IT RESOLVED** by the Lee County Commission that the highway department is authorized to enter into Project No. LCP 41-141-15 with the State.

**RESOLUTION**

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

full depth reclamation with cement, widen, resurface, traffic stripe and other safety improvements on Lee Road 248, from its intersection with Lee Road 243, then easterly approximately 0.634 miles to its intersection with U.S. Highway 280.

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

**WHEREAS**, the County agrees to all of the provisions of any agreement which has been

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, APRIL 27, 2015**

executed or will be executed covering the construction of the project.

**THEREFORE, BE IT RESOLVED** by the Lee County Commission that the highway department is authorized to enter into Project No. LCP 41-140-15 with the State.

Mr. Hardee presented an update on the Lee Road 47 resurfacing project. Mr. Hardee explained that the project had been originally awarded in June 2014, but with material shortages, contractor's schedules and seasonal limitations beyond the county's control the project was not begun last year as planned. Mr. Hardee stated the contractor has notified him they will begin work on the project on Wednesday, April 29. Further, Mr. Hardee stated the road will be closed to all but local traffic as the full-depth reclamation process is performed. Commissioner Lawrence questioned the detour that would be created by this closure, and how it would coincide with the Lee Road 10 detour. Mr. Hardee indicated that there would only be about one month of overlap, but should not present any additional burdens on Lee Road 10. Commissioner Ham made a motion, seconded by Commissioner Eckman to authorize the Lee Road 47 resurfacing project detour. The motion carried unanimously.

County Administrator Roger Rendleman presented information on the close-outs of the Lee County Justice Center expansion project and the Lee County Meeting Center project. Commissioner Lawrence recognized Architect Randy Wilson and Jeff Evans of J&L Contractors on the Lee County Meeting Center project and recognized Rabren Construction on the Justice Center Expansion Project. First, on the Justice Center expansion project, Mr. Rendleman presented change order number one for a reduction of \$44,265.19 in the construction contract for a credit in the remaining contingency allowance with Rabren General Contractors. Mr. Rendleman stated this would bring the total contract amount from \$7,728,000 to \$7,683,734.81. Second, Mr. Rendleman presented change order number two for a reduction of \$22,006.12 for a landscaping credit and the remaining contingency allowance which was not utilized on the Lee County Meeting Center project by J&L Contractors. Mr. Rendleman requested to approve change order number two for a reduction of \$22,006.12 in the contract from \$1,650,000 to \$1,628,493.88 to close-out the contract. Upon this recommendation, Commissioner Lawrence made a motion, seconded by Commissioner Ham to approve change order number one of a reduction of \$44,265.19 to allow for the close-out of the Justice Center Expansion project for \$7,683,734.81 and approve change order number two for a reduction of \$22,006.12 to close-out the Lee County Meeting Center project for \$1,628,493.88. The motion carried unanimously.

Mr. Rendleman presented a proposed allocation for the new sales tax recreation funding for Commission consideration. Mr. Rendleman stated that under Act 2013-325, fifty percent of the proceeds from the sales tax shall be used to provide funding for a parks and recreation program in the county. This includes, but is not limited to: the purchase of land for parks; construction of recreation facilities; to provide support staff and maintenance equipment; and to improve access to recreation areas. Mr. Rendleman stated the use of the proceeds has not been designated and the Commission needed to consider allocating the funds for use now that several months of revenue have been accumulated. Mr. Rendleman requested the Commission adopt an allocation of 80% of the sales tax earmarked for recreation for use by the Commission for park and facility construction, and 20% for use by the Recreation Board for support of the recreation programs in the four school districts. In addition, Mr. Rendleman requested the Commission authorize a request for proposal process for the planning and designing of recreational facilities. Commissioner Harris stated he had held a community meeting in Loachapoka and the citizens want recreation separate from the school system. Further, Commissioner Harris stated Mrs. Selena Daniel, a local realtor, had found a parcel of land and he would like the Commission to consider purchasing for recreation in Loachapoka. Mrs. Selena Daniel presented the MLS listing to the Commission for 48 acres near the interstate on Beehive Road. Commissioner Eckman stated that was not the reason for the current agenda item discussion and questioned Mr. Rendleman on the 20%, which she stated seemed too low. Mr. Rendleman stated the 80% was

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, APRIL 27, 2015**

just a starting point, and pointed out that it could be adjusted later on, but as stated it was only a starting point. Then Commissioner Eckman questioned if the decision was unanimous by the Recreation Board. Mr. Rendleman stated they were originally considering a 90/10 split, but a majority of the quorum agreed to the 80%. Judge English questioned how the funds would be dispersed. Mr. Rendleman stated that the Recreation Board formula divides the money ½ proportionally by student population and ½ distributed equally among the four districts. Commissioner Lawrence questioned the RFP process and asked that the Board present their plan for the Commission to review to see where they are headed. Commissioner Harris once again stated that land had been found, and that land first needs to be obtained for the Loachapoka community. Once again, Commissioner Eckman stated Commissioner Harris was totally off topic. After more discussion, Commissioner Eckman made a motion to adopt the 80/20 allocation for the Recreation Board, as presented, and authorize an RFP for planning and designing of recreational facilities. The motion was seconded by Commissioner Long for discussion. Judge English questioned planning and designing what specifically. Mr. Rendleman stated to determine the layout of Beulah, Beauregard and Smiths Station which can be a long drawn out process. Commissioner Harris once again stated the first need is to get Loachapoka up to par because this seems like its leaving that area out of the process again. Judge English questioned Mr. Rendleman on the price paid for Smiths Station, Beauregard and Beulah. Mr. Rendleman stated he did not have the information available, then Judge English stated is was around \$5,000-\$6,000/acre, not \$20,000 acre as asking for this parcel on Beehive Road. Commissioner Harris stated the price could be negotiated. Commissioner Lawrence questioned if the proposal was asking for a plan for the development of the land. Mr. Rendleman explained that it was only setting up the allocation of the proceeds. Mr. Rendleman once again stated the RPF is only to give direction and not locking anyone out, only to get the process moving. Commissioner Lawrence called for the question, seconded by Commissioner Eckman. The motion to call for the question passed on a vote of 4-1 with Commissioner Harris voting “No”. Judge English closed discussion and called for vote on the underlying motion and it passed on a vote of 4-1 with Commissioner Harris voting “No”.

Mr. Rendleman requested a job classification change. Mr. Rendleman stated currently there is a custodial supervisor and he would suggest that the Commission authorize a maintenance mechanic supervisor for overall improved communication and efficiency within the Maintenance Department. Further, Mr. Rendleman explained that will not add a position, because the senior maintenance mechanic will fulfill it. Mr. Rendleman stated the pay grade is a 16 which is a slight increase from the current position. After discussion, Commissioner Lawrence made a motion to adopt the maintenance mechanic supervisor job description and set the salary at a pay grade of 16. The motion was seconded by Commissioner Eckman and carried unanimously.

Sheriff Jones presented a lounge retail liquor license application for Kerr Corner in District 5. Sheriff Jones stated there were no objections to the application. Commissioner Harris made a motion to approve the following Resolution for the retail beer and retail table wine license application, seconded by Commissioner Lawrence and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve a retail beer and retail table wine license for **Kerr Corner** located at 12413 Lee Road 72, Camp Hill, Alabama.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, APRIL 27, 2015**

At approximately 6:25 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and carried unanimously

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MAY 11, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, May 11, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Harris.

During citizen's communication, Mrs. Barbara Priester appeared concerning an eyesore on Lee Road 95. Mrs. Priester stated it was no fault of the person running the business, but stated a crane and a big pile of trash is there which is in the historic district. Additionally, she stated she was speaking for the people of Waverly and Farmville community. Mrs. Priester questioned what the Cities of Auburn and Opelika and the county are going to do about it.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, the announcement of three terms on the Lee County Communications District (E911) Board and minutes of the April 27 commission meeting. Commissioner Lawrence made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Long and carried unanimously.

Wes Cumbie of Lee Road 65 introduced Attorney Joe Leak who is representing the residents affected by the upcoming bridge replacement on Lee Road 65. Mr. Leak introduced Travis Hammonds who relayed the story of a recent incident involving a call to 911 for his 23-month old daughter who was having a medical emergency. Mr. Hammonds stated he called 911, and due to confusion over his address, it took an ambulance approximately 30-35 minutes to respond. Mr. Hammonds stated his daughter had a seizure and stated it is likely to happen again and questioned if indeed it happens again and the 15 mile detour is in place, how long it would take for an ambulance to respond to an emergency at his location. Mr. Leak asked the Commission to reconsider their previous vote and questioned if the Commission would be willing to discuss it before they have to do anything further. Mr. Leak remarked that this was the longest unpaved road and longest detour in county history. Mr. Leak further asked the Commission to consider what it will cost the county to maintain the dirt road during the duration of the bridge project for 12-18 months and questioned the estimate of \$250,000 additional cost to build a parallel bridge and suggested that it should be thrown out the window. Further, Mr. Leak stated the Commission's current decision would affect public health, safety and welfare of the residents in that area, and that it should be weighed in more than dollar amounts. In conclusion, Mr. Leak again asked the Commission to reconsider their vote. No action was taken by the Commission.

Commissioner Ham made a motion to approve the following Resolution to appoint Linda Holt to the Beulah Utilities Board to serve the unexpired term of Leon McCloskey until May 24, 2018. The motion was seconded by Commissioner Long and unanimously carried.

BE IT RESOLVED, the Lee County Commission does hereby appoint Linda Holt to fulfill the unexpired term of Leon McCloskey until May 24, 2018.

Senior Pastor of Nazarene Missionary Baptist Church S. Dewayne Drakeford appeared before the Commission to ask that the liquor license approved on April 13 for Mike's Grocery be overturned. Rev. Drakeford stated that the location had previously held an off-premise license to sell beer and wine at the location, and stated they could do nothing about it, but hard liquor was a

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MAY 11, 2015**

different story. Rev. Drakeford stated that approximately 80-100 young people are members of the Church and frequently shop in the store. Further, Rev. Drakeford stated the Church has been at that location for 139 years and is located less than 100 feet from the store. Rev. Drakeford further stated that a letter signed by Sheriff Jay Jones indicated there were no objections to the issuance of the liquor license application. He stated that neither he nor any members of the Church had been notified in writing or in person of the application and stated if he had known, then he and other members would have expressed their opposition. Commissioner Harris questioned Sheriff Jones and asked him to explain the process of his investigation. Sheriff Jones stated once he receives a license from the ABC Board he will check, as a general rule, if his office has received any objections. Further, he stated that an off-premise license was currently held for beer and wine, and stated he had received no objections. Sheriff Jones stated if the license is for on-premise consumption then he normally will do an investigation in the immediate area of the establishment. Sheriff Jones further stated he does not approve or deny the license; that decision is up to the Commission. Judge English stated that the ABC Board is the entity that issues the license, not Lee County Commission. Commissioner Harris stated the information given was not correct, that the ABC goes along with the Commission's recommendation and stated the Commission needs to do a more detailed investigation. Rev. Drakeford stated that it does not help in this situation. Commissioner Harris then stated the Commission can rescind the motion. Once again, Judge English explained the procedure and stated that the ABC Board sends the license application to the Sheriff and once he conducts an investigation, he forwards it to the Commission. The Commission then votes and a letter is sent to the ABC Board, and they make the final decision on whether or not to issue the license. Rev. Drakeford stated he may need to get an attorney to represent the Church because he felt it was wrong for the Commission to issue a liquor license less than 100 feet from a worship establishment.

Mr. Bobby Sanks of the Salem community appeared before the Commission to discuss three dirt roads which are; Lee Roads 190, 187 and 194. Mr. Sanks stated his residence was located on Lee Road 190 and stated a retired school teacher and several disabled people live on the road and when it rains the road is very slick and people go off into the ditch. Also, he requested that Lee Road 145 be paved. Judge English explained that the Commission had made the decision not to pave any more roads until they are able to adequately maintain the ones already paved. Further, Judge English stated it would take Commission action to get a dirt road paved. Commissioner Harris questioned Mr. Sanks about the recreation needs in the community. Mr. Sanks stated he felt the people of Salem first would like to get the roads paved to be able to get around the community better and then he would discuss the issue of recreation. Commissioner Harris stated plans for recreation were in the works for Smiths Station, Beauregard, Beulah and Loachapoka and questioned why only in those four areas. Further, Commissioner Harris stated Recreation Board member John Johnson questioned why recreation was not being considered for the Salem community. A retired schoolteacher was recognized and stated that she had taught over 30 years and asked the Commission to consider paving Lee Road 190. Further, she stated she has to call the Highway Department every time to get the road scraped and the ditches cleaned out. She stated they were citizens too and they need help on this road. No action was taken by the Commission.

Mr. Terry Buford thanked the Commission for the opportunity to speak before them. Mr. Buford stated since he had retired he was tired of not being able to enjoy himself on his back porch due to the dust coming from the Sandhill Recycling Center located across Lee Road 18 from him. Mr. Buford invited the Commission to come and see for themselves what he has to endure each time he goes out his back door. Mr. Buford stated he has called ADEM, the Attorney General's Office about the issue. He stated when he called the Lee County Sheriff's Office he was told it was not their jurisdiction and the same response was given when he called the City of Auburn. Commissioner Harris questioned the owner of Sandhill Recycling, Chip Starr, who was in attendance, and asked if he would work with Mr. Buford on his situation. Commissioner Harris stated the Commission needed to address the situation and put some rules in place to address these situations. Mr. Buford stated that if the Commission can help, he would

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MAY 11, 2015**

appreciate it. Mr. Starr apologized to Mr. Buford and stated they have an influx of volume at this time of the year and the facility has to utilize the entire grounds for operations. Further, Mr. Starr stated the center complied with Best Management Practices concerning Stormwater Management and complied with ADEM regulations by utilizing the water truck on the grounds for dust control. Commissioner Lawrence suggested that the two work together as neighbors to resolve the issue, if possible. Commissioner Lawrence questioned County Administrator Roger Rendleman, who stated the Commission has no authority in this situation. After more discussion, Mr. Starr stated he would see Mr. Buford in the morning to try to address some of his concerns.

Commissioner Harris interjected that he did not do business like that. Further, he stated that if people are disenchanted with the Commission, that they should be able to appear before the Commission for help and stated that he does business in an orderly manner. Commissioner Harris said that if he receives a call about an illegal dump, then he should be able to ask the Solid Waste Department to investigate it and report back to the Commission on any issues. Additionally, with the issuance of the liquor license, there should be a way to rescind a motion, when necessary. Commissioner Long stated that he personally would have never voted on the liquor license issuance if Commissioner Harris had been against it, and questioned Commissioner Harris by stating "if you don't know your district, then how do I know?" Commissioner Harris stated he was of the opinion that the Commission could rescind the vote. Commissioner Harris then made a motion to rescind the motion on the issuance of the liquor license for Mike's Package Store. The motion died for the lack of a second. Commissioner Harris insisted that was the way it was handled by the City of Opelika when he was a council member. Commissioner Ham asked County Attorney Stan Martin to research the license issue to see if the Commission has any authority to rescind their previous motion.

Dorothy Richmond appeared before the Commission with a request to pave a road located off Lee Road 126. Judge English once again explained the Commission policy of not paving dirt roads because they did not want to add additional roads since we are not able to maintain the paved ones already in the county system. Commissioner Harris stated this was located in his district. Commissioner Lawrence questioned Ms. Richmond about the road number of the road and questioned whether or not it was a driveway. Ms. Richmond answered in the affirmative. Commissioner Lawrence stated the Commission was prohibited by State law from working on private property. Judge English questioned County Engineer Justin Hardee. Mr. Hardee stated the road has never been and is not currently maintained by the county and stated there was no prescriptive right-of-way. Commissioner Harris argued that there are many roads like this one which has been in existence before the policy with no road number on it. Ms. Richmond stated there were seven trailers located on the road. Judge English questioned when the property was sub-divided. Ms. Richmond stated about 20 years ago. Judge English stated that if so, then it was before the subdivision regulations were implemented. Mr. Hardee stated he had sent one of his engineers out today to measure the road and reported it was approximately 1/10 of a mile in length and additionally pictures were taken of the road. Commissioner Ham stated that if it was not county maintained, then it was a driveway. Another lady stated they were not asking for the road to be paved, but asked that a load of dirt be delivered at the end of the road and then she could get her son to smooth it out with her tractor. She stated that the road was really bad especially after a rain. No action was taken by the Commission.

Mr. Rendleman presented an educational reimbursement request for Records Clerk Sally Mixon in the Sheriff's Office. Mr. Rendleman stated that out of the six courses enrolled only three courses relate to her current job. Commissioner Ham stated he was in favor of employees getting an education but questioned Mr. Rendleman on the retention rate. Mr. Rendleman stated of the ones that utilized the program, most are still employed. Commissioner Ham asked for a report out of the last four years, of those that have utilized the program, how many are still employed. Commissioner Lawrence made a motion, seconded by Commissioner Ham to approve the educational reimbursement request on the three related courses as presented. The

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, MAY 11, 2015**

motion carried unanimously.

Commissioner Harris reported on the community. He stated that he had attended the recent luncheon in the Salem community and stated he had been able to talk to members of the Crawford Volunteer Fire Department and inform them about grants. Additionally, Commissioner Harris stated the Commission needs to help people in both the Beulah and Loachapoka areas. Once again, Commissioner Harris made a motion to continue this meeting until May 26. Commissioner Lawrence stated that the vote on the liquor license issuance was not held at the last meeting. Commissioner Harris argued that the vote was taken at the last meeting and that was his current reasoning for continuing the meeting until May 26. Additionally, Commissioner Harris stated he wished to be on record that he asked to rescind the vote on the issuance of the liquor license for Mike's Package Store. He also asked Mr. Martin to research the matter and report back if the Commission is able to rescind their motion. Commissioner Lawrence again stated that the vote on the matter was not taken at the last meeting and asked Commissioner Harris to look at the Minutes of the last meeting which are located in his packet. Judge English concurred with Commission Lawrence and verified that the vote was taken at the meeting on April 13.

At approximately 6:25 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Lawrence and carried unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MAY 26, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Tuesday, May 26, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Eckman.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones, Revenue Commissioner Oline Price and Loachapoka Mayor Jim Grout. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims and minutes of the May 11 commission meeting. Commissioner Long made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Lawrence and carried unanimously.

Senior Pastor S. Dewayne Drakeford of Nazarene Missionary Baptist Church once again appeared before the Commission to ask that the liquor license approved on April 13 for Mike's Grocery be overturned. Rev. Drakeford presented two pictures showing the location of the store in proximity to the location to the Church. Then Rev. Drakeford cited Code §28-3-43 which states that "the location of liquor stores shall not be adjacent to schools or churches or in a neighborhood which is exclusively residential". Rev. Drakeford said Ms. Summers of the ABC Board told him to come back before the Commission and ask us again. Commissioner Long utilized his iPad to locate the particular statute and showed it to Judge English who informed Rev. Drakeford that the particular statute cited deals with the functions, duties and powers of the ABC Board itself and state operated liquor stores. Further, Rev. Drakeford asked the Commission to rescind and reject the liquor license application for Mike's Package Store. Commissioner Ham questioned County Attorney Stan Martin about the matter. Mr. Martin stated that the Commission would not be able to make a motion to reconsider since that type motion must be done in the same meeting and the Commission cannot now reconsider the motion from April 13. Further, Mr. Martin stated he had contacted the ABC Board today who told him that the license had not been granted yet, even though the letter from the Commission was presented to them. Mr. Martin stated that the Commission should state a reason for the denial, one of which could be morals due to the youth of the Church patronizing the store. Mr. Martin said he thought the Commission could rescind the vote, but was not 100% sure. Further, Mr. Martin stated that the store owner Mr. Patel should be given an opportunity to be heard. Commissioner Harris stated that according to Rev. Drakeford, a state law has been violated and stated he had taken an oath to abide by the Constitution and State law, and stated that is enough reason to rescind the previous vote. Commissioner Long stated he had looked at the different license applications from the ABC Board and that there is no place on the paperwork asking for the proximity of a church on the off-premise license application, but is present on the on-premise license application, and questioned Sheriff Jones. Sheriff Jones stated that is a question for the ABC Board, and that the license applications come from them. Commissioner Lawrence stated he had several concerns. First, he stated that he traditionally looked at the recommendation of the Sheriff and assumed the application had been checked. He stated that it has been our practice to defer to the Commissioner in whose district the location lies. Next, he stated that the Commission needs to change the manner in which they do business and set a policy for the future, but understands it will not help in the current situation. Rev. Drakeford spoke once again and stated the Commission has a moral obligation, and that cleaning up after the fact does not benefit Nazareth Baptist Church. Rev. Drakeford stated there obviously was miscommunication between the ABC Board and the County Commission. Mr. Patel stood and stated he was not against anyone, that he believes in God, but was trying to increase his business by providing liquor sales in the rural community. Mr. Patel stated he had received no complaints from the police about his establishment. Mr. Patel stated after he was told the application had been approved by the

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MAY 26, 2015**

Commission, he began to place the required glass doors and 500 sq. ft. of space for the liquor sales, but after contacting the ABC Board a second time, he was informed that the Commission had a problem with his application. Further, he addressed Rev. Drakeford and stated that he would be willing to close the liquor store on Sundays if that would help resolve the situation. Rev. Drakeford stated that he was against liquor sales at that store and closing it for 24 hours did not change his conviction. Once again, Mr. Martin stated he had talked to ACCA Attorney Mary Pons who stated Code §28-3-2 on welfare, peace and morals is a better argument in this situation.

Further, he stated the Commission can't reconsider, but can make a motion to rescind the previous motion. Mr. Martin also mentioned that Mr. Patel stated he had done some improvements on his store when he was informed the application had been approved. Commissioner Harris stated that he believes the Commission should go back to ABC Board and be honest and tell them that a thorough investigation was not done, and rescind the vote. Rev. Drakeford asked the Commission to vote to rescind the previous motion and send a letter to ABC Board of the action. If not, then he stated he would take legal recourse and file for an injunction. He stated it was a moral obligation, not anything else. Rev. Drakeford stated that this business was right in their door and stated the Church property is holy ground. An unidentified citizen stated he knew the Commissioners had a difficult job, but he was concerned that they were being very disrespectful by walking around, passing notes and talking. He stated that if a person were being such a distraction they would be asked to leave. Further, he stated that the body stated that they had not made a mistake and could not rescind the motion, except for Commissioner Harris. He stated he knew the Commission makes hard decisions on a day-to-day basis, but he was discouraged by the action of those on the Commission. Commissioner Long stated he was looking up the Code as used by Rev. Drakeford, and he was not being disrespectful. Commissioner Long stated he was torn on the decision, and was trying to make a decision by looking at all the information. Again, he addressed the gentleman and stated he took offense to his statement and further, he was not being disrespectful. The gentleman responded that he was just being honest. Commissioner Long stated he was offended by the gentleman's statement. Commissioner Lawrence responded that there was both a moral and legal side of the situation and he tries to be consistent in all matters. Further, he stated it was a dilemma between what is right. Mr. Azell Duncan stated he was a member of the Church and on the Salem Volunteer Fire Department and he had not been contacted or informed of the liquor application for Mike's Package Store. He asked the Commission to reconsider the selling of alcohol at this store. Further, he stated the Church had just completed a \$1.1 M renovation and asked the Commission to consider Nazareth and the other churches in the vicinity. Commissioner Ham made a motion, seconded by Commissioner Harris to rescind the April 13 vote on the liquor license application for Mike's Package Store, after hearing from many citizens today and in the last meeting. Commissioner Lawrence questioned the motion to rescind. Commissioner Eckman questioned if the Commission should state a reason for rescinding the motion. Mr. Martin affirmed that a reason should be stated. After clarification, the Chairman took a vote on the issue and the motion passed on a 4-1 vote with Commissioner Eckman voting "No."

Mr. Patrick Sparks, who was not in attendance, had presented a letter to the Commission Office offering a settlement of \$2,530, which is half of the judgment and court costs that the Commission filed against him in 2008. Judge English asked Mr. Martin to explain the situation. Mr. Martin stated that Mr. Sparks had contacted the Commission Office about a settlement offer. Mr. Martin stated this arises from a public nuisance case that Allen Martin and County Administrator Roger Rendleman had been working on. Mr. Martin stated the full amount owed is \$8,212.55, of which the total judgment is \$4,774.74 which includes \$4,464.50 of the amount awarded and attorney's fees, and \$310.24 of court costs. Additionally owed is interest of \$3,437.81 from 2009 to June 2, 2014 (interest of \$572.97 is added June 2 of each year). Mr. Martin stated that Mr. Sparks has shown an interest in settling the case since he is trying to sell another piece of real estate. Commissioner Eckman questioned what the nuisance case was. Mr. Rendleman stated it was a case involving a request to clean-up a piece of property and the owner refused, so the county had to clean it up, filed a case and recorded a judgment. Mr. Allen Martin had been talking with Mr. Sparks trying to work out a settlement offer. Mr. Rendleman advised

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MAY 26, 2015**

the Commission to be careful since any settlement less than what is owed will possibly set a precedence for future cases, and that our last such settlement was for the full amount. Further, Mr. Rendleman stated the offer was only half of the judgment. Commissioner Lawrence stated that was not a reasonable settlement and Commissioner Ham stated we should not set a precedent by accepting such a settlement offer. No action was taken by the Commission.

Commissioner Eckman presented a proposed Resolution concerning SB487 for the establishment of a Lee County Delegation Office, to provide office and supplies at the pleasure of the resident senior Senate member and salary established by him. Commissioner Eckman further asked the Commission to pass a Resolution of non-support since it was an unfunded mandate and perception at election time would look like Commission was in support of such actions. Commissioner Harris applauded Commissioner Eckman on this attempt to oppose this action, since he felt it was immoral and illegal to hire/fire at their pleasure. Judge English pointed out that the bill as advertised stated "staff" which could mean one person, or more than one. Commissioner Eckman agreed that the SB487 was very vague. Commissioner Lawrence stated he had previously agreed to talk about a position, but what has been advertised is completely different. Commissioner Ham stated he had talked to both Senators Whatley and Dial and feels that this Resolution is not a good idea, since they handle our local legislation. County Administrator Roger Rendleman stated the bill had passed the Senate today on a vote of 14-1 with Beasley the only dissenting vote and it would move to the house delegation for consideration. Commissioner Eckman made a motion to adopt the following Resolution, seconded by Commissioner Harris. Upon discussion, Commissioner Eckman made an addition under item #5, seconded by Commissioner Harris to make the addition. Upon a vote, the adjusted motion passed on a vote of 4-0-1 with Commissioner Ham abstaining.

**RESOLUTION**

**WHEREAS**, Senate Bill 487, put forth by Senator Tom Whatley, proposes the establishment of a Lee County Delegation Office, to be established for the use of Lee County's State Senators and State Representatives during their time spent in Lee County, and

**WHEREAS**, said office is to be provided, furnished and supplied by the Lee County Commission, and

**WHEREAS**, said bill provides for the creation of a new position(s) or staff to support such activities, and

**WHEREAS**, said position(s) or staff is to be filled at the pleasure of the resident senior Senate member of the Lee County delegation, to include salary, benefits, expenses and per diem, and

**WHEREAS**, salary for said job(s) is to be established by the resident senior Senate member of the Lee County delegation, at a rate not more than the salary payable to the Chief Probate Clerk of Lee County.

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

1. That such an act is an unfunded mandate; and
2. That such an act would place the County under the perception, at election time, that the County is in support of incumbents to public office; and
3. That such an act places a burden on the taxpayers that is unnecessary; and
4. That such act places the County in the position of having responsibility for a position over which it has no control; and
5. That such an act sets a precedent in the State of Alabama in that such offices in existence are not generally financially supported by Counties; and
6. That the Commission cast a vote of 4-0 with one abstention and the Commission does not support the purpose or tone of Senate Bill 487.

Adopted and approved by the Lee County Commission, this 26<sup>th</sup> day of May, 2015.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MAY 26, 2015**

Revenue Commissioner Oline Price gave her annual Report of Insolvencies, Errors and Taxes in Litigation for the Tax Year 2014 and Uncollected Insolvencies and Taxes in Litigation for previous years, as required by Code of Alabama 1975, Sections 40-5-23 & 40-5-29. Commissioner Long then made a motion to adopt the following resolution, seconded by Commissioner Lawrence, and unanimously carried:

**BE IT RESOLVED** by the Lee County Commission that the reports filed by Oline W. Price, Lee County Revenue Commissioner, of Insolvencies, Errors and Taxes in Litigation for the Tax Year 2014 and Uncollected Insolvencies and Taxes in Litigation for previous years, be and hereby approved, and that the Chairman is hereby authorized to sign same; and that said Revenue Commissioner be and she is hereby allowed credit for taxes listed in these reports.

Sheriff Jones presented the following Resolution/Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Commissioner Lawrence made a motion, seconded by Commissioner Harris, to authorize Judge English to sign the Agreement as presented. The motion passed unanimously.

**RESOLUTION**

This Agreement is made and entered into this 26<sup>th</sup> day of May, 2015, by and between the County of Lee, acting by and through its governing body, the Lee County Commission, hereinafter referred to as COUNTY, the City of Auburn and the City of Opelika, hereinafter referred as CITIES acting by and through its governing body, the City Council, both of Lee County, State of Alabama, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Section 11-102-1 of the Code of Alabama (1975); and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing part for the services or functions under this Agreement; and

**WHEREAS**, the total amount of the grant application is \$24,617, the CITIES and the COUNTY agree to equally share grant funds.

**WHEREAS**, the City of Auburn, City of Opelika, and Lee County believe it to be in their best interests to reallocate JAG funds.

**NOW, THEREFORE**, the City of Auburn, The City of Opelika, and County agree as follows:

Section 1.

The City of Opelika agrees to pay Lee County a total of \$8,205.66 and agrees to pay the City of Auburn a total of \$8,205.66 for purchases allowed within grant purposed areas.

Section 2.

The City of Opelika agrees to advertise the application and make available to the governing body and for citizens comments, for a 30-day period prior to submission to the U. S. Department of Justice, Bureau of Justice Assistance.

Section 3.

Each party in this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MAY 26, 2015**

**Section 4.**

The parties of this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

The parties of the Agreement will adhere to all applicable Special Conditions of this Award, to include, but not limited to timely submission of all financial and programmatic information requests by the Awarding Agency.

**Section 6.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Sheriff Jones presented an off-premise retail beer and an off-premise retail table wine license application for Cusseta Truck Plaza in District 4. Sheriff Jones letter stated there were no objections noted to the issuance of this license. Commissioner Ham made a motion to approve the following Resolution for the beer and table wine license application, seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve a retail beer and table wine license for Cusseta Truck Plaza located at 5495 Chambers County Road 388, Cusseta, Alabama.

County Engineer Justin Hardee informed the Commission that the bridge on Lee Road 10 had opened to the public on Friday, May 22 which is exactly four days short of four months from the date it was closed on January 26. Mr. Hardee thanked Mr. Ben Henson of Newell & Bush, who was in attendance, for the job his company was able to complete in such a timely manner, which was the bridge structure only. Mr. Hardee wished to publically thank Mr. Henson, Newell and Bush, the Highway Department employees, and both East Alabama Paving Company and Chris Clark Grading and Paving. Mr. Hardee stated Chris Clark Grading and Paving was not an active participant in the project, but had allowed the Highway Department to use a smooth-wheel roller at no cost to complete the job. Mr. Henson thanked Mr. Hardee and stated that the Lee County Highway Department has some great employees and further stated he enjoyed working in Lee County. Mr. Hardee noted that this road was opened 9 days after the contractor finished construction of the bridge structure, rather than the typical month or more, as a result of the County being allowed to do its' own approach work. Commissioners Harris and Eckman thanked Mr. Hardee and Commissioner Ham stated they were a good company, referring to Newell & Bush.

Commissioner Harris thanked the Commissioners and staff for the flowers that were received due to the passing of his brother, James Willis Harris. Commissioner Harris thanked each one for the outpouring of love that was shown either by flowers, cards and/or prayers for him during his time of grief over the loss of his brother.

At approximately 6:25 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and carried unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, MAY 26, 2015**

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JUNE 8, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, June 8, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Judge English.

During citizen's communication, Mr. Peter Byrd of Lee Road 106 once again questioned the Lee County Access Management Policy and what the county was going to do about the situation regarding Lee Road 106 & East Lake subdivision. He requested that the entrance/exit to East Lake be barricaded. Mr. Byrd said that the last time he was in attendance he questioned whether the Access Management Policy applied to East Lake subdivision. Mr. Byrd stated that since 2008 the county has had the ability to apply their Subdivision Regulations in Auburn's planning jurisdiction. Mr. Byrd stated that the county engineer neglected to enforce the County Access Management Plan in this situation, and that by neglecting to enforce the plan it has placed the traveling public at greater risk. Commissioner Long challenged Mr. Byrd's questioning the Access Management Plan and pointing fingers at the county engineer. Mr. Byrd questioned Commissioner Long on the purpose of the plan. Commissioner Long answered to help protect the traveling public. Mr. Byrd again stated that it was to protect the traveling public. Then Commissioner Long stated that Mr. Byrd has a different opinion and did not like what the engineer did in this situation. Mr. Byrd once again stated that according to the Access Management Plan a developer must perform a traffic study and when they provided one, it showed 123 vehicles at this intersection, but the county engineer, at public expense, performed another traffic study which indicated only 93 vehicles traveled the intersection. Mr. Byrd questioned if this was standard practice for the engineering department to do their own traffic study when according to the Access Management Plan the developer is responsible to do their own. Further, Mr. Byrd stated this is a dangerous intersection, according to the "model plan". No action was taken by the Commission.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Gary Long, Robert Ham and John Andrew Harris. Absent: Commissioner Johnny Lawrence. Elected official(s) in attendance: Loachapoka Mayor Jim Grout. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, May procurement card transactions, and minutes of the May 26 commission meeting. Commissioner Long made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Ham and carried unanimously.

Mr. Terry Buford stood to discuss the issue on the recycling center concerns, but Commissioner Harris interrupted him and stated he had received a call from ADEM this week and he was going to meet with an ADEM representative later in the week to address and hopefully resolve this issue. Mr. Buford agreed to withhold his comments.

Commissioner Ham stated he had been invited to attend the Governor's Preparedness Conference in Mobile on June 25 and 26 and would like for the Commission to approve his registration and travel expenses. Judge English stated such a motion would normally include any Commissioner wishing to attend. Commissioner Ham made a motion to approve the expenses associated with attendance at the conference. The motion was seconded by Commissioner Long and carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JUNE 8, 2015**

Major Jeff Pitts presented the results of Bid #6 for one or more patrol vehicles for the Sheriff's Office. Major Pitts stated that out of 12 invitations mailed only two bids were returned. Major Pitts recommended the lowest responsive bid of \$26,084.16/each from Opelika Ford. Major Pitts stated at this time they were only purchasing one vehicle. Commissioner Ham made a motion to accept the low bid of Opelika Ford for a patrol vehicle. The motion was seconded by Commissioner Harris and unanimously carried.

County Administrator Roger Rendleman presented a new resolution for the construction of a new Senior Center in Beulah, which was approved last year. Mr. Rendleman stated that the project is a \$250,000 CDBG Grant and in last year's budget the Commission approved to reduce the general fund allocation to the resurfacing fund by \$268,406 to cover the county's match commitment. Although the grant was not approved by the State at that time, those county funds have not been released and can be utilized again for the match commitment. Mr. Rendleman explained that due to increased construction costs and changes to safe-room requirements, the project's estimated costs are now \$95,204 higher than last year. Therefore, an additional \$95,204 needs to be committed for the additional match. Mr. Rendleman presented several options for Commission consideration, including: 1) to use funds from the Capital Improvement Fund; 2) to use funds for capital equipment in the General Fund; 3) to reduce the allocation from the General Fund to the Highway Department; 4) to delay funding of any potential pay increases; or 5) to use a combination of all four, based on resources available. After discussion, Commissioner Ham made a motion approve the following Resolution and to allocate the additional \$95,204 out of the Capital Improvement Fund. He said he met this morning with the head of ADECA and the Commissioner of Senior Services and reported one of them said approval this year was "all but guaranteed". The motion was seconded by Commissioner Long for discussion. Commissioner Harris questioned the \$265,000 out of the resurfacing allocation, and stated that this would hold up other money that could be obtained for grants and stated this project is not a priority. Further, Commissioner Harris stated there are other situations in the county that need to be addressed including water and sewer issues. Commissioner Ham stated that the Beulah Senior Center is a priority for those in attendance today. After more discussion, a vote was taken and the motion passed on a vote of 3-1 with Commissioner Harris voting "No."

**RESOLUTION**

**WHEREAS**, the Lee County Commission is committed to providing the health and well being of its senior citizens; and

**WHEREAS**, evidenced by that commitment, the Commission wishes to make application to the Alabama Department of Economic and Community Affairs for funding in the amount of \$250,000 to construct a new Senior Center in the Beulah Community to meet the needs of the large number of seniors residing in northeast areas of the County.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lee County Commission hereby authorizes the filing of said application, including all understandings and assurances contained therein, and directs and authorizes its Chairman to act in connection with the application and to provide such additional information as may be required, and

**BE IT FURTHER RESOLVED**, the Lee County Commission shall provide a match of \$363,610 to make the project whole and agrees to be responsible for any cost overruns associated with the project and ongoing maintenance of the facility.

Governmental Relations Coordinator Wendy Swann presented a request from the Alternative Sentencing Board concerning applying for an Edward Byrne Memorial Justice Assistance Grant (JAG) program to establish a veteran's court. Mrs. Swann stated since the deadline to apply is June 30, the board has decided to hold off until next year, but wanted to inform the Commissioners of their intentions. The Commission questioned if this would affect

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JUNE 8, 2015**

the law enforcement JAG grant with the Sheriff's Office, but Mr. Rendleman explained there are two sides to those grants, one for law enforcement and one for courts, and this application would not interfere with the Sheriff's JAG grant. Mrs. Swann stated it is a \$50,000 grant which would help with setting-up of the program and, the good news, there is no match required.

Commissioner Harris stated he would withhold his report from ADEM and stated that the problems he was going to report to the Commission may possibly be resolved this week.

At approximately 5:35 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Ham and carried unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, June 29, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Lawrence.

During citizen's communication, Mrs. Earnestine Robinson, representing members of Green Chapel Baptist Church, appeared before the Commission concerning Lee Road 106. Mrs. Robinson stated that she and other church members had received a flier while traveling to attend church services and Mrs. Robinson asked the Commission to clarify the purpose of the flier. Judge English informed Ms. Robinson that the Commission had no knowledge of the flyer, and that citizens communications is a time for citizens to address the Commission, not a discussion time. Commissioner Harris stated that to clarify for Mrs. Robinson that there were two men in the audience today who have been coming before the Commission concerning Lee Road 106 concerning the subdivision regulations, the Lee County Access Management Plan and the model plan. Then, Mrs. Robinson stated the church members were hearing rumors that the trees on the road were going to be shaved off and the blind spot was going to be addressed, but stated they were only in attendance for clarification and to clear up any rumors. Commissioner Lawrence stated he had met with Mrs. Robinson and discussed the situation with her and had given her some insight on the situation. Commissioner Lawrence stated he would recommend that the Commission allow County Engineer Justin Hardee time to gather all the facts on the situation and bring a timeline back to the Commission at the July 13 meeting. Next, Mr. Peter Byrd addressed the Commission and stated that at the last meeting Commissioner Long stated he had driven by the church and stated he did not see a problem with traffic on the road. Further, Mr. Byrd stated the church members are here to discuss the issue with the road situation too. Commissioner Long questioned Mr. Byrd on what he wishes the Commission to do. Mr. Byrd stated he would like for the gate to be closed on East Lake subdivision until the road issue can be clarified. Mr. Byrd requested the Commission conduct another traffic study at the intersection to shed more light on it. After further discussion, Commissioner Lawrence requested that the Commission allow Mr. Hardee time to put together a presentation on the situation at East Lake subdivision and once completed, bring the information before the Commission for discussion. The Commission agreed with Commissioner Lawrence.

Green Chapel Baptist Church Pastor Roland Austin stated that he does not live in the county, but stated he is excited about the development in the Church's backyard. Pastor Austin stated he is before the Commission to get on board with whatever is supposed to be done and stated he will look into the situation further, and come back once he has completed his homework on the matter. Further, Pastor Austin stated he was here on behalf of his parishioners. He stated there was an overall concern for the increased traffic at the intersection in question.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, and minutes of the June 8 commission meeting. Commissioner Lawrence made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Harris and carried unanimously.

Natalie McKenzie was not in attendance on the agenda item concerning Lee Road 57.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

Ms. Martha Leonard was in attendance concerning debris from logging trucks on Lee Road 391. She presented the Commission with seven pictures of debris on Lee Road 391. Ms. Leonard stated she had tried to contact several officials in the county including: Sheriff Jones, the county engineer, the city engineer and even tried to contact Mayor Fuller, but she had been unable to talk to anyone. Additionally, she questioned why the speed strips had been put down and taken up several times at the four-way stop at the intersection of Uniroyal Road and Lee Road 391. A city employee told her the road was the responsibility of the county. Ms. Leonard stated she believed a county employee had picked up the small log, which was pictured, and placed it on the side of the road on private property. Ms. Leonard was concerned about the safety of individuals traveling the road due to the debris falling from the logging trucks.

LuAnne Helms representing the Autism Society presented a request to use the Lee County Meeting Center and asked the Commission to waive the rental fee for a two-day Autism Risk and Safety Training for first responders. Governmental Relations Coordinator Wendy Swann stated Mrs. Helms was not in attendance but she had received the room use application and stated she would address any questions of the Commission. Commissioner Ham questioned how often the training is held and if Sheriff Jones was aware of it. Mrs. Swann responded that this is the first time the training has been held as stated on the application. Sheriff Jones stated he had talked to Mrs. Helms approximately two years ago about a similar training, but had not been informed of this training. Commissioner Eckman questioned the number of people attending the training. Mrs. Swann stated the application indicated there would be around 200 participants and one speaker scheduled for the two-day event beginning August 14. Commissioner Ham made a motion, seconded by Commissioner Harris to waive the rental fee for the Autism Society for the two-day scheduled event as long as there is no charge to the participants. The motion carried unanimously.

EAMC President/CEO Terry Andrus was in attendance to address the proposed amendment to the East Alabama Health Care Authority Certificate of Reincorporation. Mr. Andrus stated the proposed amendment addresses two items: 1) to increase the age limit at the time of appointment from 72 to 75 years old, and 2) to increase the Board of Directors from nine to eleven members, in connection with their recent acquisition of Lanier Hospital. Mr. Andrus requested that the two appointments be people with a recognized nexus to the community served by Lanier since Chambers County has an ad valorem tax that goes to support the hospital. Mr. Andrus further stated the new members would be appointed like any other board member, but that these two proposed new appointments would cease if EAMC ceases to operate Lanier Hospital. Further, Mr. Andrus recommended that the Commission consider appointing Bill Scott and Gaines Lanier to the two new positions. Mr. Andrus further stated the date of appointment would be October 1, 2015 and the two new members would serve a staggered term, and during their first term one member would serve a four-year term and the other member would serve a six-year term. Upon this explanation, Commissioner Ham made a motion, seconded by Commissioner Eckman that the Commission approve the amendment to the East Alabama Health Care Authority Certificate of Reincorporation as presented by Mr. Andrus. The motion passed on a vote of 4-0-1 with Commissioner Lawrence abstaining.

**CERTIFICATE OF AMENDMENT  
TO THE AMENDED  
CERTIFICATE OF REINCORPORATION OF  
THE EAST ALABAMA HEALTH CARE AUTHORITY**

Section (7) of the Amended Certificate of Reincorporation of the Authority shall be deleted in its entirety and replaced with the following:

The number of directors of the corporation shall be nine, except that as long as the Secretary or any Assistant Secretary of the Authority certifies that the Authority operates the EAMC-Lanier Hospital, the number shall be eleven. The directors of the corporation shall, subject to the provisions of the next succeeding

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

four paragraphs of this Section (7), be elected by the governing body of the County for six-year terms as described below.

The directors shall be divided into four classes, denominated "A", "B", "C" and "D", and the directors now in office and those hereafter elected shall hold offices numbered A-1, A-2 and A-3, B-1, B-2 and B-3, and C-1, C-2 and C-3, and D-1 and D-2 all as hereafter specified. The Class A directors now in office shall serve for terms of office ending September 30, 2020; the Class B directors now in office, for terms of office ending on September 30, 2016 ; and the Class C directors now in office, for terms of office ending September 30, 2018. One of the initial Class D directors shall serve for a term of office ending on September 30, 2019, and one of the initial Class D directors shall serve for a term of office ending on September 30, 2021.

Thereafter, the term of office of each director shall be six years from the date of expiration of the immediately preceding term.

The directors holding places numbered B-1, C-2 and C-3 shall be active members of the medical staff of the corporation and shall be residents of the County, whether inside or outside the corporate limits of the Cities of Opelika and Auburn, Alabama.

The directors holding places numbered B-2 and A-2 shall be residents of the City of Opelika, Alabama. The directors holding places numbered B-3 and A-3 shall be residents of the City of Auburn, Alabama.

The directors holding places numbered A-1 and C-1 shall be residents of the County, whether inside or outside the corporate limits of the Cities of Opelika and Auburn, Alabama.

Class D directors shall have a recognized nexus to the community primarily served by the EAMC-Lanier Hospital, shall be subject to all requirements applicable to other directors, and shall immediately and without further action by the Authority or the County cease being directors at any time that the Secretary or any Assistant Secretary of the Authority certifies that the Authority has ceased to operate the EAMC-Lanier Hospital.

Class A, B, C and D directors shall be elected in the manner described in this paragraph. The board of directors of the corporation shall, no later than July 1<sup>st</sup> in the year that a director's term expires, submit to the governing body of the County, in writing, the name or names of one or more person qualified by residence to occupy the place in question, and the governing body of the County shall, within 75 days of such submission by the board of directors of the corporation, make an appointment to the board of directors and shall, in electing a person to occupy the place in question, give first consideration to the person or persons whose name or names were submitted to it by the board of directors. Further the board of directors of the corporation shall, in the case of a vacancy resulting from the death or resignation of a director or from a cause other than the expiration of the stated term of office of a director, within 30 days of the occurrence of such vacancy, submit to the governing body of the County, in writing, the name or names of one or more person qualified by residence to occupy the place in question; and the governing body of the County shall, within 45 days of such submission by the board of directors of the corporation, make an appointment to the board of directors and shall, in electing a person to occupy the place in question, give first consideration to the person or persons whose name or names were submitted to it by the board of directors.

No person shall be a director of the corporation if, at the time of his or her election, he or she is age seventy-five (75) or older, nor shall any person be elected a director of the corporation if as a result of such election more than three of the directors then in office would be licensed physicians or osteopaths.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

Those nine persons (hereinafter named) currently serving as Class A, B, and C directors of the corporation (each of whom was elected as such by the governing body of the County) shall continue to serve as directors of the corporation for the respective terms and the respective places hereinafter specified, viz:

Name of Directors	Date of Ending Current Term	Page Number
William L. Garrett, Jr. M.D.	2016	B-1
Lucinda S. Cannon	2016	B-2
C. Wayne Alderman	2016	B-3
James Larry Fillmer	2018	C-1
David B. Smalley, M.D.	2018	C-2
Joel C. Pittard, M.D.	2018	C-3
W. Cooper James	2020	A-1
Chris Nunn	2020	A-2
Robert W. Dumas	2020	A-3

If any of the aforesaid nine persons constituting the Class A, B, C and D directors, or any successor thereto, should die, resign, become incapable of acting (or disqualified to act) as a director of the corporation or otherwise vacate his office as such prior to the date of ending of the applicable current term shown above, a successor to serve for the unexpired term shall be elected by the governing body of the County in accordance with and subject to the preceding provisions of this Section (7); provided, however, that each director shall hold office until his or her successor shall have been elected and qualified.

Judge English presented first reading of the Lee County Communications District (E911) Board, and said a vote would be required since four people have submitted Citizen Interest Forms for three open positions. Commissioner Lawrence questioned how the original 911 Board was set-up. Tommy Mangham, former Opelika Police Chief, was in attendance and stated Opelika, Lee County, each volunteer fire department, and Opelika Fire Department all had a representative on the Board. Mr. Mangham asked that he not be held to that since he was not on the original 911 Board. Commissioner Ham requested that the Commission take a look at how long each current board member has been serving, and how active they have been. Commissioner Lawrence asked that the Commission delay first reading on the Board since several questions need to be addressed such as how the board is structured and if there is an age limit on board members. Mr. Mangham further stated that the E911 office was currently being audited and would like to keep the same board members since it would create continuity rather than making a new appointment in the middle of the audit process. Commissioner Ham made a motion to carry this agenda item forward, which was seconded by Commissioner Long. The motion passed unanimously. Commissioner Ham asked for an account of how long each of the current board members has served and their attendance for the last two years. Commissioner Ham asked that the findings be presented at the next meeting.

County Engineer Justin Hardee stated he had been contacted by the National Center for Asphalt Technology (NCAT) requesting assistance with their test track rebuild. Mr. Hardee introduced Assistant Director and Test Track Manager Buzz Powell who was in attendance. Mr. Hardee stated that NCAT is in the process of rebuilding a portion of the test track on Lee Road 151 across from the county chert pit. Mr. Hardee stated a request had been made that the Highway Department assist them by hauling an estimated sixty (60) loads of chert material from the county chert pit on Lee Road 151, which is less than a mile away and across the road to their facility. They have agreed to reimburse the county for the cost of the chert material. Further, Mr. Hardee stated the county has partnered with the NCAT for the pavement preservation study they are currently performing on Lee Road 159, and their work on the test track is helping State DOT's and local governments to determine more effective ways to maintain our deteriorating

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

paved road systems. Mr. Hardee stated he supported the idea which would involve using five county trucks for one-day to transport the material to the facility. Commissioner Lawrence questioned if the facility was owned by Auburn University. Mr. Powell answered in the affirmative. Commissioner Ham suggested that each Commissioner take a tour of the facility because he stated it was “absolutely amazing” and further stated Lee County is lucky to have the facility. Mr. Powell stated he would give a tour to anyone interested and stated he appreciated the relationship they have with Lee County. Commissioner Harris made a motion, seconded by Commissioner Long to authorize the Highway Department to transport the materials to the facility as presented. The motion passed unanimously.

Mr. Hardee presented a Federal Aid Agreement for the widening and resurfacing of Lee Road 54/Society Hill Road from the Macon County line north to the intersection with Lee Road 146 (Moore’s Mill Road). Mr. Hardee stated that the bids had been opened on Friday, June 26 and anticipated that the project would begin in August. Mr. Hardee stated that the project entails widening Lee Road 54 approximately 5.6 miles and further stated the road will remain open during the project. After more discussion, Commissioner Harris made a motion, seconded by Commissioner Lawrence to authorize the Chairman to execute the Federal Aid Agreement as presented. The motion carried unanimously.

**RESOLUTION 062915-A**

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The widening and resurfacing on CR-54 from Macon County line to CR-146.  
Length – 5.61 miles  
Project #ACNU61129-ATRP(012); LCP#41-119-13; ATRIP#41-05-22

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

AGREEMENT for  
ALABAMA TRANSPORTATION REHABILITATION  
AND IMPROVEMENT PROGRAM (ATRIP) PROJECT  
BETWEEN THE STATE OF ALABAMA AND LEE COUNTY, ALABAMA

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 Lee County (FEIN 63-6001601), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

**WHEREAS**, the STATE and the COUNTY desire to cooperate in widening and resurfacing on CR-54 from Macon County line to CR-146. Length – 5.61 miles Project#ACNU61129-ATRP(012); LCP#41-119-13; ATRIP#41-05-22

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on this PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) 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 the PROJECT. 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.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$1,648,936.00
County Funds	<u>\$ 412,234.00</u>
Total (Including E & I)	\$2,061,170.00
- (11) 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 prorate share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and agreement.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the County shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, in both their official capacities, and their agents and/or assigns.
- (16) 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, the officials, officers, and employees, in their official capacities, and their agents and/or assigns from and against any and all actions, 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 agents, servants, representatives, employees or assigns.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are available at the Lee County Highway Department and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

**EXHIBIT M  
CERTIFICATION**

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

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

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 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:

- (1) 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, and 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.
- (2) 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 transmission 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 A 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 or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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.

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

**ADR CLAUSE:**

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

**AMENDED ALABAMA IMMIGRATION LAW:**

By signing this contract, 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.

Second, Mr. Hardee presented a Federal Aid Agreement for the widening and resurfacing of Lee Road 246 from the intersection with Lee Road 179 to the junction with Lee Road 295. Mr. Hardee stated the project is a full-depth reclamation project of approximately 2.92 miles. Mr. Hardee stated this project is to be let in July with an estimated starting date in September. Commissioner Long made a motion, seconded by Commissioner Ham to authorize the Chairman to execute the Federal Aid Agreement as presented. The motion carried unanimously.

**RESOLUTION 062915-B**

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Full depth reclamation, widening, and resurfacing of CR-246 from CR-179 to CR-295.  
Length – 2.927 miles  
Project #STPAA-4114(250), LCP 41-139-14, CPMS Ref.#100062983;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

**AGREEMENT-FA**

This Agreement is made and entered into by and between the State of Alabama, acting and through the Alabama Department of Transportation, party of the first part (hereinafter called the State), and Lee County, Alabama, (FEIN 63-6001601) party of the second part (hereinafter called the County):

**WITNESSETH**

**WHEREAS**, the State and County desire to cooperate in the full depth reclamation, widening, and resurfacing of CR-246 from CR-179 to CR-295. Length – 2.927 miles. Project#STPAA-4114(250), LCP41-139-14, CPMS Ref.#100062983.

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

- A. The County will furnish all right-of-way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all utilities on the project without cost to the State or this project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

project cost.

- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of 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.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2014)	\$456,184.32
FA Funds (2015)	247,865.02
County Funds	<u>176,012.34</u>
Total (Incl. E&I and Indirect Cost)	\$880,061.68

- I. 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 E&I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- L. 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./
- M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- N. The County will be responsible at all times for all of the work performed under this agreement and, the County will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.
- O. 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.
- P. By entering into this agreement, the County is not an agent of the State, its officer, employees, agents or assigns. The County is an independent entity from the State and

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

nothing in this agreement creates an agency relationship between the parties.

- Q. Exhibit M is attached hereto as a part hereof.
- R. Exhibit N is attached hereto as a part hereof.
- S. This agreement may be terminated by either part upon the delivery of a thirty (30) day notice of termination.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

**EXHIBIT M  
CERTIFICATION**

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 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:

- (3) 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, and 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.
- (4) 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 transmission 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 A 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 or amendment, either now in

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JUNE 29, 2015**

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

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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.

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

**ADR CLAUSE:**

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

**AMENDED ALABAMA IMMIGRATION LAW:**

By signing this contract, 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.

County Administrator Roger Rendleman presented the following amendment to the Meeting Center Policies and Procedures. Mr. Rendleman stated those boards fully appointed by the Commission, like the recreation board and the water authorities, had been overlooked in the use of the meeting center and should have been included. Mr. Rendleman presented the following change to the Lee County Meeting Center Policies and Procedures.

1. Objective

The primary purpose of the Lee County Meeting Center is for the training and meeting needs of those departments/offices under the budgetary and administrative responsibility of the Lee County Commission, hereinafter Commission, including boards fully appointed by the Commission.

Commissioner Eckman made a motion to approve the amendment to the Lee County Meeting Center Policies and Procedures as presented. The motion was seconded by Commissioner Ham and carried unanimously.

Commissioner Ham stated the previous agenda item, to approve the Meeting Center for appointed boards, had taken care of the request presented by the Beulah Utilities Board so no action is necessary.

Mr. Rendleman presented a lease extension for the USDA at the county's Agriculture Center building. Mr. Rendleman stated the current lease expires in July and the USDA is requesting an extension until December 31, 2016. Mr. Rendleman explained that this amendment will allow a little over a year for negotiations of a long term lease which will be beneficial to both parties. This extension would continue USDA's current lease at the same rate and terms. Additionally, Mr. Rendleman explained that they are requesting a few minor renovations and facility updates before a long term lease can be negotiated. Commissioner Lawrence made a motion to extend the current USDA lease until December 31, 2016. The motion was seconded by Commissioner Ham and carried unanimously.

Commissioner Ham presented his report on his recent attendance at the Governor's Preparedness Conference. Commissioner Ham stated he presented a reimbursement request to

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the Commission Office for \$513 which includes \$274 for mileage, \$18 for meals and \$220 for his hotel. Commissioner Ham stated the trip was worthwhile since he had been able to spend time with Governor Bentley. Further, he stated the elected officials need to continue working along with EMA staff to make sure things work smoothly in the event of a disaster. Further, Commissioner Ham stated the Lee County EMA staff was given compliments for their working relationship with other counties throughout the State. Further, he learned that since the safe shelter grants have been available there have been 4,622 shelters built in Alabama. EMA Planner Rita Smith stated both she and EMA Director Kathy Carson had attended the conference and heard from speakers from as far away as Colorado and Utah and stated they had been informative. Further, she stated the Governor had given a private session for elected officials, such as Commissioner Ham.

Chris Bozeman presented an update on the ADEM Recycling Grant. Mr. Bozeman was happy to report that the East Alabama Recycling Partnership (EARP) has been selected to receive a total of \$124,420 of grant funds with \$29,755 coming to Lee County for the purchase of containers, receptacles, carts and trash bags for use with the recycling program.

At approximately 6:15 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and carried unanimously.

Minutes approved:

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Chairman

\_\_\_\_\_  
Commissioner, District 1

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Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JULY 13, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, July 13, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Long.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor Jim Grout. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions, announcement of two new positions on the East Alabama Health Care Authority Board, and minutes of the June 29 commission meeting. Commissioner Long made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Eckman and carried unanimously.

Commissioner Ham made a motion for first reading of three positions on the Lee County Communications District (E911) Board, naming: George Dyar, Lee Roy Kelley and Anne Grady. The motion was seconded by Commissioner Harris and unanimously carried. Commissioner Lawrence pointed out that two board members, Randy Causey and Tommy Mangham, were in attendance.

Judge English skipped the next agenda item concerning the Transportation Planning Process Agreement and Resolution due to the fact that Joshua Cameron was not in attendance and wanted to give him time to arrive.

Commissioner Harris stated he would like to schedule a work session to discuss the board appointment process. Further, Commissioner Harris stated he was available to meet anytime. Commissioner Lawrence questioned if Commissioner Harris was on a certain timeframe before the end of the year. Commissioner Harris stated a work session could be held after a regularly scheduled Commission meeting. Commissioner Lawrence then questioned if he had any specifics. Commissioner Harris stated he wanted to improve the process and talk about boards like the Industrial Development Board. Judge English stated the next meeting is likely going to be held at the Justice Center and would not recommend a work session held after that meeting. Commissioner Lawrence stated then that only leaves the two meetings in August and questioned County Administrator Roger Rendleman about budget work sessions. Mr. Rendleman stated he would likely be ready to schedule the first one on August 31. Commissioner Eckman stated she would be unavailable on August 10. Commissioner Lawrence then suggested waiting until after the budget work sessions are finished. Commissioner Harris then suggested adding the item back on the agenda at the end of September after the budget has passed. The Commission agreed.

Assistant County Engineer Patrick Harvill presented the results of Bids #7 and #8. Mr. Harvill stated that 14 invitations to bid were mailed on Bid #7 for nine different compounds used for surface treatment, but only three were returned and one of the three was a no bid. Mr. Harvill recommended the Commission accept the pricing from East Alabama Paving on eight of the nine formulas, and accept the price from Charles E. Watts, Inc. for the 404G-001 formula. Commissioner Lawrence questioned if this bid was for a specific project. Judge English explained this is for our annual maintenance bids. Mr. Harvill agreed and stated these items had originally these items had been bid for a specific project and that is the reason it is on an odd

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JULY 13, 2015**

time schedule. Next, Mr. Harvill reported on Bid #8 for full-depth reclamation and stated that three bids were returned out of 8 invitations mailed. Mr. Harvill recommended that the county award this bid to the lowest responsive bidder, D&J Enterprises. Upon these recommendations, Commissioner Ham made a motion to award Bid #7 for surface treatment to East Alabama Paving and Charles E. Watts, Inc. and on Bid #8 for full-depth reclamation to D&J Enterprises. The motion was seconded by Commissioner Harris and unanimously carried.

Governmental Relations Coordinator Wendy Swann stated the Commission previously discussed holding a meeting at the new Justice Center expansion. Mrs. Swann suggested the Commission hold a ribbon cutting at 4:45 p.m. followed by tours of the new facility, and change the time of the regular meeting to 5:30 p.m. Commissioner Lawrence questioned if any funds would be needed for the event. Mr. Rendleman stated there would only be a ribbon cutting followed by a tour of the facility, nothing fancy. Judge English questioned where in the facility the meeting would be held. Mrs. Swann stated it would be held in the grand jury room. After the discussion, Commissioner Lawrence made a motion to hold the July 27 meeting at the Justice Center with a ribbon cutting at 4:45 p.m. followed by tours of the facility and a meeting at 5:30 p.m. in the grand jury room. The motion was seconded by Commissioner Harris and unanimously carried.

Mr. Joshua Cameron was still unavailable so Commissioner Lawrence explained that the Lee-Russell Council of Governments Board voted to change the intergovernmental agreement concerning transportation program. Judge English explained that the changes are due to new federal government regulations which must be complied with by the Auburn/Opelika Metropolitan Planning Organization. Commissioner Lawrence made a motion authorizing the Chairman to sign the Resolution and Agreement as presented. The motion was seconded by Commissioner Ham and carried unanimously.

Resolution of the Lee County Commission  
Adopting an Agreement Concerning the Transportation Planning Process  
for the Auburn-Opelika Urbanized Area  
with the Lee-Russell Council of Governments (LRCOG)  
Auburn-Opelika Metropolitan Planning Organization (MPO)

**WHEREAS**, the Auburn-Opelika MPO is the organization designated by the Governor of the State of Alabama as responsible, together with the State of Alabama, for implementing all applicable provisions of amended Title 23 USC 134 and 135 (MAP-21 Sections 1201 and 1202, July 2012) and ensuring that the Auburn-Opelika urbanized area, as a condition for receiving federal capital, operating, or planning financial assistance, has a continuing, cooperative, and comprehensive (3C) transportation planning process, that results in plans and programs for all transportation modes, and supports metropolitan community development and the operation of an integrated, intermodal transportation system facilitating the efficient and economic movement of people and goods; and

**WHEREAS**, the Federal Highway Administration and Federal Transit Administration issued regulations on July 6, 2012, concerning the metropolitan transportation planning process.

**WHEREAS**, it is agreed that the Lee County Commission grants and the Lee-Russell Council of Governments accepts the responsibility for the coordination of the transportation planning process for the Auburn-Opelika Urbanized Area, and further has the responsibility to provide local planning coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program through the Auburn-Opelika Metropolitan Planning Organization (AOMPO); now,

**THEREFORE, BE IT RESOLVED** by the Lee County Commission that we do hereby endorse and adopt said Agreement Concerning the Transportation Planning Process for the Auburn-Opelika Urbanized Area.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JULY 13, 2015**

At approximately 5:20 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Harris and unanimously carried.

Minutes approved:

\_\_\_\_\_  
Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

\_\_\_\_\_  
Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JULY 27, 2015**

The Lee County Commission convened in regular adjourned session in the Grand Jury Room at the new Lee County Justice Center Expansion in Opelika, Alabama, Monday, July 27, 2015 at 5:30 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Ham.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones, Opelika Mayor Gary Fuller, District Attorney Robbie Treese, Circuit Clerk Mary Roberson and Loachapoka Mayor Jim Grout. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, announcement of one new position on the Lee County Department of Human Resources Board and minutes of the July 13 commission meeting. Commissioner Harris made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Ham and carried unanimously.

Commissioner Ham made a motion to approve the following Resolution as second reading of three positions on the Lee County Communications District (E911) Board. The motion was seconded by Commissioner Lawrence and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby reappoint George Dyar, Lee Roy Kelley and Anne Grady to the Lee County Communications District (E911) Board to serve a four-year term ending July 24, 2019.

Mayor Gary Fuller approached the Commission concerning two new prospects possibly locating in the Northeast Opelika Industrial Park. Mayor Fuller gave a status report on two sites that were previously cleared for the City by the Lee County Highway Department. First, he stated that the 32 acre site cleared by the county was an \$87.5 M project and employed 283 people. Second, the city added two new facilities on the 150 acres that was cleared by the county: 1) Pharmavite, a \$114.6 M plant with 351 jobs and 2) Golden State Foods, a \$45M plant with 173 jobs. Further, Mayor Fuller stated he was before the Commission requesting that the Lee County Highway Department clear two more sites for potential developments which may locate here. Mayor Fuller stated he would like for the county to clear the sites for visual appeal when these potential prospects visit Opelika. Commissioner Eckman questioned their urgency and questioned if both sites needed to be cleared right away. Mayor Fuller stated that the 20 acre site is a shade more important than the 50 acre site at this time. Commissioner Ham questioned the total number of jobs that would be created. Mayor Fuller stated he was afraid to say at this time, but stated the first company would create several hundred jobs and the second prospect would create less than a hundred jobs. Commissioner Ham stated that since Uniroyal and other factories had left the community, this would replace a lot of those lost jobs, and he would ask the Commission to show unanimous support on the decision to show that Lee County and Opelika work together. Commissioner Lawrence questioned County Engineer Justin Hardee if this is manageable with all the ATRIP projects going on at the present time. Mr. Hardee said the request contemplated one heavy equipment operator with a bulldozer and a root rake. Mr. Hardee stated that if his operator is allowed to burn the vegetative debris in the center of the location, then it would be manageable, but if not, then he stated he would not be able to manage the clearing project at this time without jeopardizing ATRIP projects. Mr. Hardee further stated that the City of Opelika would need to obtain any required ADEM permits as they had done on previous projects, and Mayor Fuller agreed. Commissioner Ham made a motion to allow the Highway Department to clear and grub the 20 acres and the 50 acres contingent on the fact that

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, JULY 27, 2015**

the debris be burned on-site with the city taking care of any necessary permits plus fuel, any other out-of-pocket expenses and any additional rental equipment if necessary for burning the debris. The motion was seconded by Commissioner Lawrence. Commissioner Harris stated that at the Lee County Recreation Board meeting Mayor LaFaye Dellinger had approached him concerning infrastructure issues and stated she had shared that industries would not locate in the county due to the lack of needed infrastructure. Further, Commissioner Harris stated there are drainage, water and fire hydrant issues that the county needs to address before helping others. Commissioner Lawrence called for the question. The motion to call for the question was seconded by Commissioner Long. The Chairman called a vote on the call for the question and it passed on a vote of 4-1 with Commissioner Harris voting "No." Next, the Chairman called for an immediate vote on the underlying motion and it passed on a vote of 4-1 with Commissioner Harris voting "No."

Commissioner Harris stated that board appointments to the Industrial Development Authority had not been updated and had been allowed to lapse without reappointment. Judge English questioned the current board members. Mrs. Wendy Swann was able to locate the list of members on the county website, they are: John Rice, Lewis Cannon, Rick Dellinger, Randy Price and Larry Warren. Commissioner Harris again mentioned that all of the appointments have expired. Judge English pointed out that they are indeed old, but like all of our other board appointments, they serve until their successors have been appointed. Commissioner Lawrence stated that the individual terms were not renewed because there was nothing for them to do and questioned Mr. Rendleman about their roles and responsibilities. Mr. Rendleman stated he was not comfortable since the only thing in the packet was a two-sentence statement related to considering activating the IDA Board and that is not enough information to know what to research prior to the meeting. Mr. Rendleman did state that the last time the board met, it was due to the fact that the only company that had utilized them had been involved in a lawsuit. Commissioner Lawrence stated the purpose of the board was limited and only for financial purposes. Commissioner Harris made a motion that each Commissioner should provide a person he/she would like to appoint to the board. The motion was seconded by Commissioner Lawrence and passed on a vote of 4-1 with Commissioner Eckman voting "No."

Mr. Hardee presented the following request from citizens for speed limit decreases. Mr. Hardee stated the Highway Department had conducted traffic studies on all of the referenced roads and would recommend the following:

- Lee Road 236 – reduce the speed limit from 45 mph to 35 mph  
-due to the residential nature of the road and adjoining 30 mph speed zone;
- Silver Run Subdivision (Lee Road 528) – reduce speed limit from 45 mph to 25 mph  
-due to the residential nature of the subdivision;
- Mallard Creek Subdivision (Lee Roads 450, 451, 452, 538, 2099 and 2100) – reduce the speed limit from 45 mph to 25 mph  
-due to the residential nature of the subdivision.

Mr. Hardee further stated this is a reasonable and safe maximum speed limit for these roadways. Upon this presentation, Commissioner Long made a motion, seconded by Commissioner Harris to decrease the speed limit on the above mentioned roads. The motion passed unanimously.

Next, Mr. Hardee presented an access management policy variance request. Mr. Hardee explained that the Lee County Highway Department has been approached by The Broadway Group, LLC about a possible commercial development in the county. The Broadway Group LLC has requested a variance to the Lee County Access Management Policy. Specifically, they have requested to be allowed to install only a right-turn lane into their development and not be required to install a left-turn lane as well. In determining whether to grant the variance, the County Engineer and the County Commission shall make findings based on the evidence

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presented to it in each specific case that:

- (a) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property;
- (b) The conditions for which the request for the variance is based are unique to the property for which the variance is sought and are not applicable generally to other property;
- (c) Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner, as distinguished from a mere inconvenience, would result if the strict letter of these regulations are carried out;
- (d) The variance will not in any manner vary the provisions of other adopted policies and regulations of Lee County.

Mr. Hardee further explained that the proposed site is located on Lee Road 240 just east of the junction of Lee Road 592 and Lee Road 240. The property as a whole is approximately 1.17 acres, and currently has three metal storage buildings located on the property. The parcel currently has one access point that consists of a concrete apron approximately 165 feet wide. Lee Road 240 at this location is classified as a major collector and carries approximately 5,094 vehicles per day. The posted speed limit is 40 mph. The proposed development consists of a 9,100 sq. ft. free-standing discount store with an asphalt parking lot and a single access point located at the southeastern corner of the lot. Currently the Access Management Policy requires that any development accessing a major collector and generating greater than 100 vehicles per day must install a right-turn and a left-turn lane. It is anticipated that this development will generate greater than 100 vehicles per day. Judge English questioned the average daily traffic on Lee Rd 240 at that location, and Mr. Hardee replied about 5,100 vehicles. Further, Mr. Hardee stated that the variance should be granted due to the following facts:

- (a) *The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property;*

The proposed access point will satisfy the intersection sight distance requirements for the posted speed limit on the road.

For the subject corridor, three (3) years of crash data (2012 through 2014) were examined for this analysis. Traffic crash reports are transcribed and loaded into a database known as "CARE" (Critical Analysis and Reporting Environment). No accidents were reported indicating concerns with the roadway alignment or geometry near the proposed junction. After analyzing the crash data and available sight distance, it does not indicate that the proposed access will be detrimental to the public safety, health, or welfare or injurious to the other property.

- (b) *The conditions for which the request for variance is based are unique to the property for which the variance is sought and are not applicable generally to other property;*

This situation is unique due to a higher percentage of vehicles are traveling west bound (63%) during the peak hour. This indicates that a right-turn lane would experience substantially more use than a left-turn lane, because the majority of traffic would be turning right into the development.

- (c) *Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner, as distinguished from a mere inconvenience, would result if the strict letter of these regulations are carried out;*

With the proximity of this development to Lee Road 592 on the north side of Lee Road 240, and a private drive accessing twenty-four (24) single family dwellings as well as three other private driveways accessing single family dwellings on the south side of Lee Road 240, the installation of a standard left-turn lane would increase potential conflict points in the area.

The length of the left-turn lane would need to be increased to alleviate these additional conflict points.

- (d) *The variance will not in any manner vary the provisions of other adopted policies and regulations of Lee County.*

The variance will not in any manner vary the provisions of other adopted policies and regulations of Lee County.

Upon the information provided by the developer and data collected by the Highway Department, Mr. Hardee recommended the variance request be granted for this particular

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development. Upon this recommendation, Commissioner Long made a motion to grant the variance request for this development. The motion was seconded by Commissioner Eckman and carried unanimously.

Mr. Rendleman presented the bid results for the HVAC replacement at the detention center. Mr. Rendleman stated that the two bids received were approximately double what were budgeted. Mr. Rendleman recommended that the Commission reject the bids and allow for the project be redefined and possibly rebid at a later date. Mr. Rendleman stated that the plan is to move forward with demolishing the existing hard ceiling and basically clean up the ceiling conditions, as a first step, then rebid in a series of projects taking into consideration logical breakpoints with the HVAC system and the areas of the facility that can be operationally closed for certain periods of time. Commissioner Ham made a motion, seconded by Commissioner Lawrence to reject the two bids received on the HVAC replacement project at the detention center for exceeding the expected budgeted amount. The motion carried unanimously.

Sheriff Jones presented a transfer of a retail beer/retail table wine (off premises only) application for the Speed Zone. Sheriff Jones stated no objections had been noted at this location. Commissioner Long made a motion to approve the following Resolution for the Speed Zone. The motion was seconded by Commissioner Ham and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the retail beer/retail table wine license application for the **Speed Zone** located at 17693 US Highway 280, Smiths Station, AL.

Last, Commissioner Harris wished to discuss building a better county. Commissioner Harris stated that he had met with the Lee County Recreation Board at their meeting on Monday, July 20 and stated the board asked him to come back before the Commission concerning the purchase of land for Loachapoka recreation. Commissioner Harris stated Mrs. Selena Daniel was in attendance to proceed on the purchase of the land proposal presented at the meeting held April 27, 2015. Commissioner Harris stated he would request that the Appraisal Department look at the appraisal of the land and determine a reasonable offer for the parcel presented. Mrs. Daniel requested that the Commission provide her with parameters on what the Commission is looking for as far as number of acres and the price point on a parcel of land and stated she would be happy to research the area further, but parameters need to be established. Commissioner Harris continued to go on that the Recreation Board had sent him to discuss the land presented to the Commission and to proceed with the purchase. Commissioner Lawrence stated the parcel of land Commissioner Harris was referring to was too far away from the school and essentially outside of the Loachapoka community. Commissioner Harris continued to portray that Mrs. Daniel had performed a thorough search of the area and he stated the number of acres coincides with the number of acres purchased in Smiths Station, Beauregard and Beulah areas. Mrs. Daniel questioned who determines the location of the recreation park. Commissioner Eckman spoke up and stated she wanted a proposal from the Lee County Recreation Board and further stated that she could not support something that far away from the school. Judge English tried to explain that the school population is considered by the Recreation Board when allocating funding and it would seem logical in this situation to use that same guideline. Commissioner Harris continued to state that he had attended the Recreation Board meeting and had been given the task to bring the item back before the Commission with no problem to proceed with the purchase. Commissioner Lawrence stated there was one problem with the land and it was that it was located next to the interstate. Commissioner Harris stated to come up with a value for the land and he would come up with the difference. Commissioner Lawrence questioned what that meant. Commissioner Harris stated his organization would pay the difference. Last, Commissioner Harris stated he would like to do things in the county like the City of Opelika does to recognize those who work together in the community. Commissioner Lawrence questioned Commission Harris if he was talking about the Strategic Plan passed by the

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Commission about 10 years ago. Commissioner Harris stated it was just sitting on a shelf. Mr. Rendleman stated that the Commission had done a lot of the things addressed in the plan. Commissioner Lawrence clarified and stated Commissioner Harris may be referring to the Master Plan, and that it may be sitting on a shelf, but that was only because many of the items addressed in the Master Plan needed significant amount of resources to fulfill the wish list. Commissioner Ham stated the Commission may need a written plan of how the Commission wants to proceed and do some goal setting. No action was taken by the Commission.

Commissioner Ham recognized EMA Director Kathy Carson for being elected as the new President for the Alabama Association of Emergency Managers. Commissioner Ham stated he is proud of her for that honor and for her to represent Lee County.

At approximately 6:40 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Long and unanimously carried.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, AUGUST 10, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, August 10, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Harris.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Absent: Commissioner Sheila Eckman, who was out of the country. Elected official(s) in attendance: Sheriff Jay Jones and Revenue Commissioner Oline Price. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Judge English recognized Vanessa Darden who is a member of the 2015-2016 Class of "20 under 40" Program under the direction of the Opelika Chamber of Commerce. Judge English informed the Commission that a different member of that class will be attending each subsequent meeting over the next several months.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, July procurement card transactions, announcement of one position on the Lee County Youth Development Board, and minutes of the July 27 commission meeting. Commissioner Lawrence made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Ham and carried unanimously.

Commissioner Long asked that the agenda item concerning the Smiths Station Government Building remodel be taken off the agenda due to the information included in the packets concerning the financing of the project. The packet information included the minutes of the meeting held June 30, 2014 which specified how the financing would be handled.

Commissioner Harris once again discussed the status of the board appointments to the Industrial Development Authority board. Commissioner Harris presented a citizen interest form for his nominee, Mrs. Shirley Scott-Harris, who was in attendance. Judge English reminded Commissioner Harris of the Commission's Board Appointment Policies and Procedures for appointing board members. Further, Judge English stated first an announcement must be made, the opening must be advertised for at least 30 days and first reading at a meeting, then at the following meeting second reading and final appointment. Commissioner Lawrence stated the board must be reestablished and the first order of business for the board is to determine what they can and can't do as an authority. Commissioner Lawrence said he didn't think the board had met in several years, and further questioned Judge English about the terms. Judge English stated the five terms are staggered, but all are beyond the end of the last term appointed. He did point out that even though the terms are expired, they would technically serve until their successors have been appointed. Commissioner Harris made a motion to make an announcement of the positions on the county's Industrial Development Authority. The motion was seconded by Commissioner Lawrence and carried unanimously.

Next, Commissioner Harris stated he had a gentleman he wished to introduce to the Commission who was going to do something "really big" in Lee County, but unfortunately he was running late. Commissioner Harris asked if he could recognize the gentleman once he arrived. Judge English stated that there needed to be unanimous consent of the Commission to add something that is not on the Agenda. Commissioner Harris stated there was no action to be taken, but he would like to introduce him to the Commission. Commissioner Lawrence questioned if Commissioner Harris had an information sheet or something on the issue and questioned what it concerned. Commissioner Harris stated basically it was to provide an incubator system for Lee County and the surrounding area. Commissioner Lawrence stated that this issue is totally different from the Agenda item Commissioner Harris had listed.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, AUGUST 10, 2015**

Commissioner Harris stated it was only to inform all the Commissioners.

Judge English informed the Commissioners that the 30-day announcement period had ended for the two positions on the East Alabama Health Care Authority board. Judge English further stated that only two names, David Gaines Lanier and William H. (Bill) Scott, had been submitted by the board so this would be first reading only and no action was necessary. Commissioner Ham made a motion for first reading of David Gaines Lanier and William H. (Bill) Scott to the East Alabama Health Care Authority Board. The motion was seconded by Commissioner Harris and passed on a vote of 3-0-1 with Commissioner Lawrence abstaining.

Sheriff Jones presented a transfer of a retail beer and retail wine license for the Stop N Shop. Sheriff Jones stated no objections had been noted concerning this location. Commissioner Harris made a motion to approve the following Resolution for the Stop N Shop. The motion was seconded by Commissioner Ham and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the transfer of the retail beer/retail table wine license application for the **Stop N Shop** located at 6076 AL Hwy 51 South, Opelika, AL.

Deputy Administrator Alice Fitzgerald presented information on the budget work sessions. Mrs. Fitzgerald stated included in the packets were the recommendations by County Administrator Roger Rendleman of the following possible dates for work sessions. They are: following the regularly scheduled Commission meeting on August 31<sup>st</sup>; September 1<sup>st</sup> at 4:00 p.m.; following the regularly scheduled Commission meeting on September 14<sup>th</sup>; and September 15 at 4:00 p.m. with all sessions to be held in the Commission chambers. Commissioner Lawrence made a motion to hold the work sessions as recommended. The motion was seconded by Commissioner Long and unanimously carried.

County Engineer Justin Hardee presented one-year and two-year bid extensions on the following annual maintenance bids. They are as follows:

Second Year Extensions (FY13-14 bids)

Bid #17 – plant cold mix – Chris Clark Grading & Paving, Inc.

Bid #20 – guardrail – H & L Construction, Inc.

Bid #21 – HDCPE pipe with smooth flow line – Thompson Supply Co., Inc.

Bid #23 – seeding & mulching and bales of grass hay – Parker Grassing, Inc.

–Twin Oaks Environmental

First Year Extensions (FY14-15 bids)

Bid #23 – class three reinforced T&G concrete pipe – Hanson Pipe & Precast, Inc.

Bid #25– ready mix concrete – Sherman Industries, Inc.

Bid #26– silt fence – Agri-AFC, LLC dba: Universal Pro

Bid #27– virgin fill material for pneumatic tires – Wingfoot Commercial Tire

Mr. Hardee noted that this would be the last year on the second extensions, since they can only be renewed twice. Commissioner Lawrence made a motion to approve the bid extensions as presented. The motion was seconded by Commissioner Ham and unanimously carried.

EMA Director Kathy Carson presented the Lee County Hazard Mitigation Plan Resolution for Commission consideration. Ms. Carson stated the plan had been adopted by State EMA and FEMA. Further, Ms. Carson stated the plan must be updated every 5 years. Ms. Carson wished to thank the following for their contribution to the process: Commissioner Ham, Governmental Relations Coordinator Wendy Swann, Revenue Commissioner Oline Price and

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, AUGUST 10, 2015**

staff, Mr. Hardee and his staff, and all the EMA staff. Commissioner Lawrence thanked Commissioner Ham for his time and further stated that this document is used in preparation for an event and also used during an event. Commissioner Ham made a motion to adopt the following Resolution. The motion was seconded by Commissioner Harris and carried unanimously.

**RESOLUTION  
NATURAL HAZARDS MITIGATION PLAN ADOPTION**

**WHEREAS**, Lee County, Alabama has experienced repetitive disasters that have damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and bridges, and presented general public health and safety concerns; and

**WHEREAS**, the community has prepared the Lee County Natural Hazards Mitigation Plan that outlines the community's options to reduce overall damage and impact from natural hazards, and has been reviewed by community residents, business owners, and federal, state and local agencies, and has been revised to reflect their concerns;

**NOW, THEREFORE BE IT RESOLVED THAT:**

1. The Lee County Natural Hazards Mitigation Plan is hereby adopted as an official plan of Lee County.
2. The Lee County Natural Hazards Mitigation Plan Advisory Committee is hereby established as the permanent community advisory body. The Lee County Commission may appoint two representatives to this committee. Their duties are as designated in the Lee County Natural Hazards Mitigation Plan.
3. The Lee County Emergency Management Agency is charged with supervising the implementation of the Plan's recommendations within the funding limitations as provided by the Lee County Commission or other sources.
4. The Lee County Emergency Management Agency shall give priority attention to the action items recommended by the Lee County Natural Hazards Mitigation Plan.
5. The Lee County Emergency Management Agency shall convene the Lee County Natural Hazards Mitigation Plan Advisory Committee yearly, or as needed. The advisory committee shall monitor implementation of the plan and shall submit a yearly written progress report to the Lee County Commission in accordance with the following format:
  - a. A review of the original plan.
  - b. A review of any disasters or emergencies that occurred during the previous calendar year.
  - c. A review of the actions taken, including what was accomplished during the previous year.
  - d. A discussion of any implementation problems.
  - e. Recommendations for new projects, revised action items, or other needed changes to the plan. Such recommendations shall be subject to approval by the Lee County Commission.

Commissioner Ham made a motion to add an item to the Agenda to consider waiving the rental fee at the Lee County Meeting Center for the Alabama Rural Water Association. The motion was seconded by Commissioner Lawrence to add the item to the Agenda. The motion passed unanimously. Commissioner Ham stated he had recently attended an all-day meeting with the Beulah Utility Board members where the Alabama Rural Water Association taught them about the open meetings law, the Alabama bid law and various additional topics. Commissioner Ham stated all of the water board members attended. Commissioner Ham stated the Alabama Rural Water Association wants to hold another meeting for other Lee County water boards in a convenient location so that surrounding counties may attend. Commissioner Ham made a motion to waive the rental fees at the Lee County Meeting Center and allow the Alabama Rural Water Association the use of the building on November 5. The motion was seconded by Commissioner Harris and unanimously carried.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, AUGUST 10, 2015**

Next, Commissioner Harris made a motion to add an item to the Agenda to allow a representative to inform the Commission of his plan about an incubator system, with no action needed by the Commission. The motion was seconded by Commissioner Ham to add the item to the Agenda. The motion to add carried unanimously. Commissioner Harris invited a man in the audience to speak on his topic. Judge English asked him to introduce himself. The gentleman introduced himself as Frank Centrallo, representing Aufrecht Technologies. Mr. Centrallo stated Opelika does not have a small business incubator, and Auburn has a small one with limited space. Mr. Centrallo stated he feels the area is lacking in that regard and stated he would like to work with the Commission to provide an incubator for this area. Mr. Centrallo stated he would like to be given the opportunity to put something together and bring it back before the Commission. He added that the predecessor company to Aufrecht did a project with the City of Montgomery to build affordable housing. Commissioner Lawrence stated he is aware there is one in the City of Auburn, and understands that it stays full and if anyone drops off, another is added almost immediately. Further, Commissioner Lawrence stated it would be a good idea to engage the City of Opelika in the matter. Commissioner Harris stated he personally would be working with Mr. Centrallo. No action was taken by the Commission.

Last, Ms. Kathy Carson and EMA Planner Chris Tate were in attendance to discuss the siren testing schedule. Mr. Tate stated he had been approached by Mr. Jeremy Pope who was concerned with the weekly testing schedule and the interruptions to his children's naps. Mr. Pope was in attendance and asked the Commission to consider having the schedule changed to monthly instead of weekly. Mr. Tate explained that the weekly testing is done for maintenance purposes and a new schedule could be arranged, if the Commission agreed. Second, Mr. Tate discussed that there would be a need to educate the community if the schedule were to be changed due to the numerous phone calls received at the EMA Department when the sirens testing is not done. Last, consideration must be given first for the maintenance of the sirens and their working condition, which is of the utmost importance. Commissioner Long questioned if other counties in the State test their sirens monthly. Mr. Tate responded that he had called the surrounding counties and Russell County tests their sirens weekly at noon on Saturday; Chambers County performs their tests at noon weekly and Mobile County does it monthly, but has no confirmation that the sirens sounded. Ms. Carson stated that Lee County makes sure that citizens confirm that the sounding of the sirens and stated that it is taken very seriously. Further, one benefit would be that the maintenance crew would be able to perform maintenance in specific areas, if sounded the sirens in quadrants. Mr. Pope stated it would be up to the department and he understands the importance of sounding the sirens, but would hope the Commission would take into consideration and if possible to minimize the times that the sirens are sounded. Mr. Pope stated any consideration would be greatly appreciated. Commissioner Ham questioned the ability to sound certain sirens. Ms. Carson answered in the affirmative and stated that they are able to sound certain sirens from the EMA Building, but would still like confirmation from the public, because the system is not always accurate. Commissioner Lawrence stated that as a former public safety employee for 30 years that he personally is torn, because it makes people aware that when the sirens are activated, they know to turn on their radio or television, to see where and/if a storm is approaching, and due to the fact that this area has a very transient population. Commissioner Lawrence stated he understood the Mr. Pope's view, but he wanted what was best for the community as a whole. Ms. Carson stated that another way would be to divide the county in half and test them twice a month, but that it was up to the Commission. Judge English finally asked Ms. Carson to identify whether a change is indicated and to bring a recommendation back to the Commission if indicated. No action was taken.

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

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, AUGUST 10, 2015**

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, August 31, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Eckman.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor Jim Grout. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Judge English recognized Commissioner Robert Ham for being elected to the ACCA Board of Directors for the upcoming year. Next, Judge English recognized Commissioner Harris for being recognized at the ACCA Annual Conference for 20 years as a County Commissioner. Judge English further recognized that Commissioner Harris is only one of seven commissioners in the State that has served for 20 years. Judge English recognized Commissioner Eckman for completing the ACCA CGEI Level II education for County Commissioners. Commissioner Ham commented that 97% of Commissioners in Alabama have completed a training course which is better than any state in the country. Trent Dykes was recognized for completing the ACCA Engineering Administration Course. Monica Holloway was recognized for completing the ACCA County Administration Course. Last, Judge English recognized the Commission and Staff for receiving the ACCA Excellence in County Government Award in the Urban Category in recognition of the one-cent sales tax referendum. County Administrator Roger Rendleman thanked Sheriff Jones and the Lee County Recreation Board for their involvement in helping the sales tax pass for law enforcement and recreation.

Chris Newton with the State Emergency Management Agency was in attendance to recognize Kathy Carson, Rita Smith and Jeremy Jones. Kathy Carson and Rita Smith were awarded their Master's Level Certification awarded by the Alabama Association of Emergency Managers. Jeremy Jones received his Basic Certification in Emergency Management awarded by the same association. Mr. Newton stated that there are only 22 Master's level certifications in the State of Alabama. Currently, three are employed at Lee County, since Chris Tate earned his Master's Level Certification last summer. Further, Mr. Newton invited all the Commissioners and officials in attendance to the EOC at 9:00 a.m. the next morning to hear the State EMA Director Art Faulkner give a briefing.

Judge English recognized Emily Baas who is a member of the 2015-2016 Class of "20 under 40" Program under the direction of the Opelika Chamber of Commerce. Judge English welcomed Ms. Baas to the Commission meeting.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, and minutes of the August 10 commission meeting. Commissioner Long made a motion to approve the consent agenda as received. The motion was seconded by Commissioner Harris and carried unanimously.

Kreher Preserve and Nature Center Outreach Administrator Jennifer Lolley presented a video highlighting the activities of the nature center. Mrs. Lolley further stated that it takes many volunteers to keep the center operational since she is the only full-time employee at the facility and she stated the center could not be continue to operate if not for the volunteers. Additionally, she stated that many agencies contribute not only of their time but also their resources to the center. Also, she stated that approximately 30,000 people visit the center each year, which includes students from all of the school systems in the county. Mrs. Lolley stated she has asked for help from the Commission before and is thankful, but once again she needs

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

assistance from the Lee County Highway Department on a few projects: 1) remove tree stumps where a bathroom facility will be built, which is greatly needed, with grant funds, and 2) to smooth-out an area for the bathroom vault. Mrs. Lolley stated she had previously talked to County Engineer Justin Hardee about the needs. Mr. Hardee acknowledged that he and Highway Superintendent Bill Yarbrough had met with Mrs. Lolley. Mr. Hardee stated he felt the work could be done in approximately a half a day utilizing three employees and a backhoe to complete the items requested. Commissioner Eckman made a motion, seconded by Commissioner Ham to allow the Lee County Highway Department to perform the necessary tasks at the Kreher Preserve and Nature Center as mentioned. The motion passed unanimously.

Commissioner Long made a motion to approve the following Resolution, seconded by Commissioner Eckman. The motion passed on a vote of 4-0-1 with Commissioner Lawrence abstaining.

**BE IT RESOLVED**, the Lee County Commission hereby, in accordance with the changes to the Certificate of Amendment to the Amended Certificate of Reincorporation, appoints two new board members; William H. (Bill) Scott, III and David Gaines Lanier, to the East Alabama Health Care Authority Board to serve a four-year term beginning October 1, 2015 and ending September 30, 2019 and a six-year term beginning October 1, 2015 and ending September 30, 2021, respectively.

Mr. Hardee presented two resolutions concerning the closure of two railroad crossings in the Salem community for Commission consideration. Mr. Hardee introduced ALDOT Representative David Bollie and Norfolk Southern Representative Will Miller. Mr. Hardee explained that the two are dirt road crossings on Lee Roads 195 and 749, and stated they are redundant crossings, since they are both located very close to other crossings at Lee Roads 633 and 175, respectively. Commissioner Eckman questioned if barriers would be placed where the crossings currently are located. Mr. Hardee explained that is an incentive package from the railroad and that barricades and signage would be placed at the crossings stating it was no longer a thru-road. Mr. Miller stated that the signage and barricades would be placed 25 ft. on both sides of the crossings and paid for by the railroad, not Lee County. Next, Mr. Bollie stated a public hearing is required for the closings.

Judge English opened the floor at 5:25 p.m. for a Public Hearing on the two railroad crossing closures. There being no comments, at approximately 5:26 the Public Hearing was closed. Commissioner Ham made a motion, seconded by Commissioner Lawrence to close the railroad crossings at Lee Road 195 and at Lee Road 749. The motion carried unanimously. Next, Commissioner Long made a motion, seconded by Commissioner Eckman, to authorize Judge English sign the Agreement once County Attorney Stan Martin is satisfied with it. The motion carried unanimously.

**RESOLUTION      15-0831-1**  
**A RESOLUTION AUTHORIZING THE VACATION OF THE**  
**RAILROAD GRADE CROSSING AT LEE ROAD 195 IN SALEM**  
**AND AUTHORIZING THE EXECUTION OF AGREEMENTS**  
**WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Federal Railroad Administration has a goal of consolidating 25% of at-grade railroad-street crossing; and

**WHEREAS**, Norfolk Southern Corporation is seeking to eliminate redundant grade crossings to meet this goal and has established a program with cash incentives to assist in this consolidation process; and

**WHEREAS**, Norfolk Southern Corporation, the Alabama Department of Transportation and representatives of Lee County have surveyed railroad crossings within the community and have identified one location which would be appropriate for elimination, with Norfolk Southern

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

Corporation removing the roadway from between the rails to the railroad right-of-way and erecting a barricade and the County placing proper signage indicating the road is closed; and

**WHEREAS**, the Lee County has determined that it would be in the best interest of the safety, health and welfare of the inhabitants of the Salem community to close the crossing at Lee Road 195 at the right-of-way of Norfolk Southern Corporation on both sides of the intersection of the railroad and the road; and

**WHEREAS**, Section 37-2-84, Code of Alabama 1975, authorizes the Alabama Department of Transportation to abandon and discontinue, with the approval of the governing body, any portion of a street crossing the tracks or right-of-way of any railroad and to close the grade crossing, whenever it ceases to be necessary for the public, when the grade crossing needs to be eliminated, or when the grade crossing is redundant, and the enhancement of the public safety resulting from the closing outweighs any inconvenience caused by rerouting vehicular traffic.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LEE COUNTY, ALABAMA, AS FOLLOWS:**

- Section 1. Lee County hereby consents to the closure and elimination of the Norfolk Southern Corporation railroad grade crossing at Lee Road 195 in Salem.
- Section 2. Said crossing at Lee Road 195 shall be permanently closed to vehicular traffic at the Norfolk Southern Corporation right-of-way appurtenant thereto.
- Section 3. The elimination of the grade crossing is contingent upon execution of agreements with Norfolk Southern Corporation and the Alabama Department of Transportation for costs associated with the closure and other transportation purposes, including the acquisition of land and construction of street right-of-way for any property that may be closed off from direct access to a public street by the closure of this crossing. The Chairman is authorized to execute such agreements and any other documents necessary to eliminate these railroad crossings.

**RESOLUTION      15-0831-2**  
**A RESOLUTION AUTHORIZING THE VACATION OF THE**  
**RAILROAD GRADE CROSSING AT LEE ROAD 749 IN SALEM**  
**AND AUTHORIZING THE EXECUTION OF AGREEMENTS**  
**WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Federal Railroad Administration has a goal of consolidating 25% of at-grade railroad-street crossing; and

**WHEREAS**, Norfolk Southern Corporation is seeking to eliminate redundant grade crossings to meet this goal and has established a program with cash incentives to assist in this consolidation process; and

**WHEREAS**, Norfolk Southern Corporation, the Alabama Department of Transportation and representatives of Lee County have surveyed railroad crossings within the community and have identified one location which would be appropriate for elimination, with Norfolk Southern Corporation removing the roadway from between the rails to the railroad right-of-way and erecting a barricade and the County placing proper signage indicating the road is closed; and

**WHEREAS**, the Lee County has determined that it would be in the best interest of the safety, health and welfare of the inhabitants of the Salem community to close the crossing at Lee Road 749 at the right-of-way of Norfolk Southern Corporation on both sides of the intersection of the railroad and the road; and

**WHEREAS**, Section 37-2-84, Code of Alabama 1975, authorizes the Alabama Department of Transportation to abandon and discontinue, with the approval of the governing body, any portion of a street crossing the tracks or right-of-way of any railroad and to close the grade crossing, whenever it ceases to be necessary for the public, when the grade crossing needs to be eliminated, or when the grade crossing is redundant, and the enhancement of the public safety resulting from the closing outweighs any inconvenience caused by rerouting vehicular traffic.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LEE COUNTY, ALABAMA, AS FOLLOWS:**

- Section 1. Lee County hereby consents to the closure and elimination of the Norfolk Southern Corporation railroad grade crossing at Lee Road 749 in Salem.
- Section 2. Said crossing at Lee Road 749 shall be permanently closed to vehicular traffic at the Norfolk Southern Corporation right-of-way appurtenant thereto.
- Section 3. The elimination of the grade crossing is contingent upon execution of agreements with Norfolk Southern Corporation and the Alabama Department of Transportation for costs associated with the closure and other transportation purposes, including the acquisition of land and construction of street right-of-way for any property that may be closed off from direct access to a public street by the closure of this crossing. The Chairman is authorized to execute such agreements and any other documents necessary to eliminate these railroad crossings.

Next, Mr. Hardee gave a video presentation concerning Lee Road 106. Mr. Hardee also presented an outline of the area of Lee Road 106 and East Lake Subdivision, which included the traffic studies done by both the developer and Lee County. Commissioner Ham thanked Mr. Hardee for the presentation and thanked him and his staff for their time, but stated he had no interest in moving forward. Mr. Peter Byrd, who was in attendance, questioned Mr. Hardee on several of the points presented and questioned why the developer did not have to pay for a turning lane at the intersection of Lee Road 106 and Lee Road 146, when it was required. Commissioner Lawrence spoke and stated he would like to put this situation to rest, and stated there are several other situations and intersections that are similar. Commissioner Harris stated Mr. Hardee had made a good presentation, but since there are two sides, he would like to give the Pastor an opportunity to speak. Pastor Roland Austin of Green Chapel Missionary Baptist Church stated he had heard Mr. Hardee's presentation four times. Further, he stated he would like to submit in writing several options for Commission consideration. Pastor Austin read a total of eight items on his list and asked for a response by September 30. Further he stated he appreciated the work and concern of the county engineer and of the Commission. Commissioner Lawrence stated he would like an opportunity for himself and Mr. Hardee to look over the list and formulate a response. Judge English thanked Mr. Hardee and told him not to spend any more time on this issue unless one of the members of the Commission wanted it put back on the agenda at a future date.

Opelika Round House founder Kyle Sandler was in attendance to discuss his business incubator. Mr. Sandler stated that the Round House was in downtown Opelika and stated it housed innovators, entrepreneurs from Opelika, Auburn, Smiths Station, and all over. Further, he stated the purpose is to help a business take an idea and develop it into a true business. He stated he helped start both the ice cream and the record business located in downtown Opelika. Commissioner Eckman questioned if he chose Opelika because of the high-speed internet provided. Mr. Sandler stated "basically, yes." Commissioner Harris thanked Mr. Sandler for attending and stated he would like to work with him on another technology idea.

Judge English presented first reading to the Lee County Department of Human Resources board. Judge English explained that out of the two applicants only one meets the State law for serving on the board. Judge English stated that one applicant does not meet the state qualifications since she is married to an elected official. Therefore, first reading of Mr. Glenn Leuenberger was made to the Lee County Department of Human Resources board. Judge English stated since this was first reading, no Commission action is necessary.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

Sheriff Jones presented a retail beer/retail table wine (off premises only) application for the ITSEES LLC. Sheriff Jones stated no objections had been noted at this location. Commissioner Ham made a motion to approve the following Resolution for ITSEES. The motion was seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the retail beer/retail table wine license application for the **ITSEES** located at 8582 US Highway 29N, Cusseta, Alabama.

Mr. Hardee presented a federal aid agreement for bridge replacement on Lee Road 206 over a tributary to Little Uchee Creek. Mr. Hardee stated this is the fourth bridge of 15 awarded thru the ATRIP program. Mr. Hardee further stated the bids would be opened Friday and hopefully the project would begin in approximately two months. Commissioner Long asked how long it would take to complete. Mr. Hardee stated it should take approximately six months from the start date. Commissioner Ham questioned if the Highway Department would perform the approach work. Mr. Hardee answered in the affirmative. Commissioner Harris made a motion, seconded by Commissioner Long to authorize Judge English to sign the Federal Aid Agreement on this project. The motion carried unanimously.

**RESOLUTION**

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama that the County enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

The construction of a 68' span AASHTO girder replacement bridge on CR-206 over tributary to Little Uchee Creek. BIN#008748. Length – 0.01 miles.  
Project #ACBRZ611460-ATRP(015); LCP#41-136-13; ATRIP#41-05-39

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

AGREEMENT for  
ALABAMA TRANSPORTATION REHABILITATION  
AND IMPROVEMENT PROGRAM (ATRIP) PROJECT  
BETWEEN THE STATE OF ALABAMA AND LEE COUNTY, ALABAMA

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 Lee County (FEIN 63-6001601), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the construction of a 68' span AASHTO girder replacement bridge on CR-206 over tributary to Little Uchee Creek. Bin#008748. Length – 0.01 miles.  
Project#ACBRZ61146-ATRP(015); LCP#41-136-13; ATRIP#41-05-39

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on this PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) 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 the PROJECT. 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.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$257,272.00
County Funds	<u>\$ 64,318.00</u>
Total (Including E & I)	\$321,590.00
- (11) 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 prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and agreement.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, in both their official capacities, and their agents and/or assigns.
- (16) 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, the officials, officers, and employees, in their official capacities, and their agents and/or assigns from and against any and all actions, 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 agents, servants, representatives, employees or assigns.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are available at the Lee County Highway Department and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

**EXHIBIT M  
CERTIFICATION**

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

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

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:

- (1) 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.
- (2) 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 transmission 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 sub-recipients shall certify and disclose accordingly.

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A 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 or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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.

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

**ADR CLAUSE:**

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, AUGUST 31, 2015**

**AMENDED ALABAMA IMMIGRATION LAW:**

By signing this contract, 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.

Commissioner Lawrence encouraged each Commissioner to stop and thank public safety personnel in the community if they see the opportunity to do so. Further, he asked that if a person sees someone in trouble to stop and help them out. Commissioner Lawrence stated it had been on his mind since the recent incident in Texas where a police officer was gunned down at a gas station while fueling his police car.

Judge English stated the Commission meeting would adjourn into a scheduled budget work session. At approximately 6:30 p.m., Commissioner Long made a motion to adjourn into a budget work session. The motion was seconded by Commissioner Eckman and carried unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, SEPTEMBER 14, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, September 14, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Judge English.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Gary Long, Robert Ham and John Andrew Harris. Absent: Commissioner Johnny Lawrence. Elected official(s) in attendance: Sheriff Jay Jones. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Mr. Peter Byrd appeared during Citizens Communications again questioning the Lee County Access Management Policy. Mr. Byrd questioned the variances on three roads: 1) Marley Lane, 2) Alex Avenue, and 3) Lee Road 106. Mr. Byrd questioned why Alex Avenue had a turn lane, but Marley Lane and Lee Road 106 did not have a turn lane. Judge English informed Mr. Byrd that citizens' communications is for citizens' comments to the Commission, but not a time for citizens to demand answers from the Commission. Mr. Byrd thanked the Commission for their time.

County Administrator Roger Rendleman stated the annual audit report was released on Friday, September 4. Mr. Rendleman stated that Lee County has received a clean audit from the Examiners of Public Accounts on each of the last 9 annual reports. Receiving a clean audit status from the Examiners means the County's financial practices and statements were found to be materially correct and proper with no legal compliance findings. In fact, the Lee County Commission has received only two findings in the last fourteen years. Mr. Rendleman recognized Senior Accountant Barbara Howard and Administrative Assistant Gwinetta Ligon who were in attendance, and Human Resource/Safety Manager Kim Oas and Human Resource Technician Evette Daniels, who were unable to attend the meeting. Mr. Rendleman explained that not only does it take the cooperation of all the departments, but stated it also helps to have good staff members.

Judge English recognized Kenneth Graves who is a member of the 2015-2016 Class of "20 under 40" Program under the direction of the Opelika Chamber of Commerce. Judge English welcomed Mr. Graves to the Commission meeting.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions from August, announcements of an opening on the Horseshoe Bend Regional Library Board, and minutes of the August 31 commission meeting. Judge English asked to add the announcement of two openings on the Lee County Recreation Board and one opening on the Smiths Water Authority Board. Commissioner Harris made a motion to approve the consent agenda. The motion was seconded by Commissioner Eckman and carried unanimously.

Commissioner Long made a motion to approve the following Resolution, seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby appoint Glenn Leuenberger to the Lee County Department of Human Resources Board to serve a six-year term ending September 1, 2021.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, SEPTEMBER 14, 2015**

Mr. Rendleman presented requests for lease renewals from The Genealogical Society of East Alabama and the Lee County Cemetery Preservation Commission for use of the Tyner Building for an additional year. Mr. Rendleman noted that the contract states, if necessary, the contract can be broken if the Commission needs to utilize the building before the contract ends. Commissioner Eckman made a motion, seconded by Commissioner Ham to extend the contract another year. The motion carried unanimously.

Mr. Rendleman presented an educational reimbursement request from EMA Planner Rita Smith. Mr. Rendleman stated that all the necessary paperwork was in order and had been pre-approved by the appropriate appointing authority. Commissioner Eckman made a motion, seconded by Commissioner Ham to pre-approve the educational reimbursement as presented. The motion carried unanimously.

County Engineer Justin Hardee presented the results of the annual Highway Maintenance Bids #s09-19. Mr. Hardee recommended the following vendors be awarded the maintenance bids for FY 2015-2016:

- Bid#09–Delivered bituminous treatment & temporary traffic stripe–East Al Paving Co., Inc.
- Bid#10–Picked up at the plant bituminous treatment--East Al Paving Co., Inc.
- Bid#11–Bulk cement -----Reject bid & negotiate
- Bid#12–Emulsified Asphalt -----Ergon Asphalt & Emulsions, Inc.
- Bid#13–Traffic Stripe-----Reject bid & negotiate
- Bid#14–Thermoplastic traffic control markings, legends, and pavement markers---Reject bid & negotiate
- Bid#15–Class 3 reinforced T & G concrete pipe -----Reject bid & negotiate
- Bid#16–Bituminous coated corrugated metal pipe & bands---Harvey Culvert Company
- Bid#17–Gasoline and diesel fuel -----Petroleum Purchasing, Inc.,  
DBA Petro South, Inc.
- Bid#18–Grader blades -----Valk Manufacturing Co.
- Bid#19–Maintenance stone -----split award between Southeast Materials and Martin Marietta

Commissioner Ham made a motion, seconded by Commissioner Long to award the maintenance bids as presented. The motion carried unanimously.

Mr. Rendleman requested that the Commission allocate up to \$1,200 from the contingency fund for food, decorations, and any necessary overtime to be utilized by those employees working on the upcoming health and benefits fair. The health and benefits fair will be held at the renovated meeting center on October 28. Judge English questioned how much had previously been allocated for the benefits fair. Mr. Rendleman stated the same amount was requested last year with an additional amount for the additional expense of renting the event center. Commissioner Ham made a motion to allocate up to \$1,200 from the contingency fund for food, decorations and any necessary overtime for the employees. The motion was seconded by Commissioner Harris and unanimously carried.

Environmental Services Director Chris Bozeman announced the upcoming E-cycle event which will be held October 10 from 9 a.m. to 1 p.m. at Saughatchee Square in Opelika. Mr. Bozeman stated he had placed a flyer of the event on each Commissioner’s desk. Judge English questioned if this event included all members of the East Alabama Recycling Partnership. Mr. Bozeman answered in the affirmative.

Judge English stated the meeting would adjourn into a scheduled budget work session after approximately a five-minute break. At approximately 5:25 p.m., Commissioner Ham made

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, SEPTEMBER 14, 2015**

a motion, seconded by Commissioner Harris to adjourn into a budget work session. The motion carried unanimously.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, SEPTEMBER 28, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, September 28, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Long.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Coroner Bill Harris and Sheriff Jay Jones. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, announcement of replacement on the SE Alabama EMS Board of Directors, first reading of George Ervin to the Lee County Youth Development Board and minutes of the September 14 commission meeting. Commissioner Ham made a motion to approve the consent agenda items as received. The motion was seconded by Commissioner Long and carried unanimously.

City of Opelika Solid Waste Director Terry White appeared before the Commission to discuss a proposed land swap. Mr. White explained that the city would like for the Commission to consider the deal so that the city can provide additional residential service in the downtown area and also free up two additional parking spaces. Mr. White stated the city is willing to swap rights-of-way they have behind the old Johnson Galleries building for a 12' strip owned by the county behind the Alabama Office Supply building. Commissioner Ham thanked Mr. White for bringing the issue to the Commissioners attention and asked for additional time to consider it. Mr. White agreed and stated he will come back before the Commission at a later time to discuss the issue further. Judge English thanked Mr. White for his attendance.

Judge English presented a letter from the State of Alabama Department of Revenue requesting the Commission nominate a person to the County Board of Equalization, and asked that they waive the normal two month appointment policy period since the term begins October 1<sup>st</sup>. Judge English stated that Chief Appraiser Richie LaGrand recommended the re-nomination of Mr. Goode G. Dorman, III, our current member. Upon this recommendation, Commissioner Lawrence made a motion, seconded by Commissioner Harris to go ahead and submit Mr. Dorman's name to the state. The motion passed unanimously.

Sheriff Jones presented a lounge retail liquor – Class II (package) application for Goat Rock Package. Sheriff Jones stated no objections had been noted at this location. Commissioner Ham made a motion to approve the following Resolution for Goat Rock Package. The motion was seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the lounge retail liquor license application for the **Goat Rock Package** located at 1522 LR 379, Smiths Station.

Next, Sheriff Jones presented a restaurant retail liquor license application for Riverbens. Sheriff Jones stated no objections had been noted at this location. The Chairman asked if there was a motion to be made, but no action was taken by the Commission.

County Administrator Roger Rendleman presented the bid results for ceiling demolition at the detention center. Mr. Rendleman stated the bids were opened at 2:00 p.m. on September 24, 2015. Further, Mr. Rendleman reported that of three bids received, he would recommend the lowest responsible bid for \$139,750.00 from Provision Contracting Services of Tuskegee be

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, SEPTEMBER 28, 2015**

awarded the contract. Commissioner Eckman questioned the company’s track record. Mr. Rendleman explained that Mr. Lynch walked all the interested companies through the work area of the project and further stated that a performance bond must be submitted before work begins. Mr. Lynch talked with Provision Contracting about the bid and was told that the bid amount of \$139,000 was the correct total, including sprinkler heads as listed in the specifications, with an additional amount per unit if additional sprinkler heads are warranted. Once again, Mr. Rendleman stated a performance bond must be obtained before work can begin, if not, then the county can go against the bid bond to recover any expenses. Commissioner Lawrence made a motion, seconded by Commissioner Harris to award the bid for ceiling demolition at the detention center to Provision Contracting Services of Tuskegee, Alabama for \$139,750.00. The motion passed unanimously.

County Administrator Roger Rendleman presented a proposed FY2015-2016 budget for Commission consideration. Mr. Rendleman stated the overall proposed expenditure budget is \$40,113,078 which is a 6.8% increase over the current budget. Mr. Rendleman explained that over a third of the increase is associated with the use of fund balance and the use of anticipated proceeds from a sale of surplus fixed assets, which will be used for one-time capital purchases. The true proposed ongoing operational budget is \$35,615,422, which is a 4.4% increase over the current budget of \$34,111,245. Of the \$1,504,177 increase, about \$330,000 is associated with picking up a full year of the new county sales tax that was only collected ten of the twelve months of the current year. Approximately \$1,174,177 is actual growth of traditional operational revenue or a 3.4% increase in resources for revenue. This is a good improvement over recent years; however, we need to be in a four to five percent range for meaningful sustainability. With the improving economy (especially locally), several departments are having a challenging time attracting qualified applicants while losing quality employees. The main component of this proposed budget is the investment of \$835,580 towards making the pay scale more competitive in attracting and retaining quality employees. Since the adoption of the pay and classification plan in 2007, the pay scale has fallen behind the Southern Urban CPI by almost eight percent. The investment will provide an across the board adjustment to the pay scale of five percent, bringing the pay within three percent of the Southern Urban CPI. The remaining funds are covering the increase in retirement cost of six percent and the increase in health insurance of almost eight percent.

After discussion, Commissioner Ham made a motion to approve the FY2015-2016 Budget as presented by Mr. Rendleman. The motion was seconded by Commissioner Harris and unanimously carried.

**Fiscal Year 2015-2016  
County Commission Budget**

<u>Commission Funds</u>	Carryover**	Revenues	Expenditures	Operating Transfers In / (Out)	Increase/ (Decrease)
General Fund	2,417,096	28,530,099	27,037,131	(3,910,064)	0
Gasoline Tax Fund	1,766,210	2,113,110	6,279,320	2,400,000	0
RRR Gasoline Tax Fund		2,725,660	2,725,660		0
Reappraisal Fund	314,350	825,142	1,139,492		0
Capital Improvement Fund		300,000	300,000		0
Judicial Facilities Fund		400,000		(400,000)	0
Operational	4,497,656	34,894,011	37,481,603	(1,910,064)	0
Debt Service					
2004 Debt Service - Jail Expansion		721,411	1,278,797	557,386	0
2010 Debt Service - Bridge Program		0	693,965	693,965	0
2013 Debt Service - JC Expansion		0	658,713	658,713	0
<b>Total County Commission Funds:</b>	<b>4,497,656</b>	<b>35,615,422</b>	<b>40,113,078</b>	<b>0</b>	<b>0</b>

\*\* = Funds available above restricted, reserved and designated fund balances for one-time expenditures like capital equipment or projects

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, SEPTEMBER 28, 2015**

Next, Commissioner Lawrence made a motion to amend the County's Pay Plan by a 5.0% increase effective October 3, 2015. The motion was seconded by Commissioner Eckman and unanimously carried.

Next, Commissioner Eckman made a motion to authorize Judge English to execute the following Service Contracts and Appropriation List for Fiscal Year 2016 for the amounts shown. The motion was seconded by Commissioner Lawrence and unanimously carried.

**Contract Agencies:**

Lee-Russell Council of Governments	\$136,215
EAMC Emergency Medical Services	<u>\$289,476</u>
Total Contract Agencies:	<u>\$425,691</u>

**Appropriation Agencies:**

Dept. Human Resources (Local)	\$4,725
Lee County Health Department	\$118,168
East Alabama Mental Health	\$64,050
Airport Terminal Project	\$100,000
Auburn University Airport FAA projects	\$30,000
Lee County Alternative Sentencing Board	\$40,000
Judicial Volunteer Program	\$12,000
Alabama Cooperative Extension	\$71,542
Soil & Water Conservation	\$2,572
Lee County Firefighters Association	\$4,000
Valley Haven School	\$7,144
Horseshoe Bend Library	\$23,592
East Ala. Services for the Elderly	\$9,526
Domestic Violence Intervention Center	\$4,500
Child Advocacy Center of East Alabama	\$13,500
American Red Cross - Lee Co Chapter	\$11,973
Community Market	\$2,650
Auburn Daycare Association	\$5,557
Museum of East Alabama	\$2,650
Lee County Historical Society	\$9,410
Jean Dean RIF Kiwanis	\$1,588
Family Enrichment Center of Loachapoka	\$3,000
The Salvation Army of Lee County	<u>\$2,500</u>
Total Appropriation Agencies:	<u>\$544,647</u>

**TOTAL OUTSIDE APPROPRIATIONS      \$970,338**

Last, Mr. Rendleman requested that the Commission consider authorizing the granting of additional annual leave hours for FY2015-2016 based upon the employee annual evaluations in the same manner that merit raises are authorized. The basis will be as follows: the employee must obtain at minimum a "Meets Standards" for one additional annual day; the employee must obtain at minimum "Exceeds Standards" for two additional annual days; and the employee must obtain at minimum "Consistently Exceeds Standards" for three additional annual days. Commissioner Long made a motion, seconded by Commissioner Ham to approve the additional leave hours based on the scale presented. The motion passed unanimously.

County Engineer Justin Hardee presented the following Resolution and Agreement for the Federal Aid Project on Lee Road 95. Commissioner Ham made a motion to authorize the Chairman to sign the Agreement as presented. The motion was seconded by Commissioner Harris and carried unanimously.

**WHEREAS**, the County Commission of Lee County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, SEPTEMBER 28, 2015**

the Lee County Road System and described as follows:

widen, resurface, traffic stripe and other safety improvements on Lee Road 095, from Alabama Highway 147, then northeasterly approximately 2.807 miles to the Opelika city limits.

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

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

Done at the regular adjourned session of the County Commission of Lee County, this 28<sup>th</sup> day of September, 2015.

**ADD AGREEMENT**

Next, Mr. Hardee presented a Federal Aid Resolution and Agreement for the bridge replacement project on Lee Road 156. Commissioner Ham made a motion to authorize the Chairman to sign the Agreement as presented. The motion was seconded by Commissioner Harris and carried unanimously.

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

the construction of a CT 10x8 RC bridge replacement culvert on CR-156 over tributary to Halawakee Creek. BIN#013204. Length – 0.006 miles  
Project#ACBRZ61144-ATRP(015); LCP#41-134-13; ATRIP#41-05-37

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of this Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

**ADD AGREEMENT**

Last, Mr. Hardee presented a renewal agreement for the pavement preservation project on Lee Road 159. Mr. Hardee introduced Dr. Buzz Powell with the National Center for Asphalt Technology (NCAT) who was in attendance. Commissioner Ham asked Dr. Powell to extend an invitation to all the Commissioners for a tour of the facility. Dr. Powell stated he would be happy for all the Commissioners to come out for a tour. Commissioner Ham made a motion, seconded by Commissioner Harris to authorize the Chairman to sign the three year renewal agreement with the National Center for Asphalt Technology. The motion passed unanimously.

Governmental Relations/Safety Coordinator Wendy Swann presented the safety committee update. Mrs. Swann stated that the final report is due by October 31.

At approximately 5:45 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Ham and unanimously carried.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, SEPTEMBER 28, 2015**

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, OCTOBER 13, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Tuesday, October 13, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Ham.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones and Revenue Commissioner Oline Price. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Sheriff Jones recognized Deputy of the Quarter Deputy Ray Smith. Sheriff Jones shared that back on June 13, 2015 Deputy Smith had responded to a situation regarding a report of a suicidal individual. On arrival deputies encountered a female at a residence with a gun to her head threatening to kill herself. Deputy Smith engaged her in conversation and talked her into surrendering the weapon thus resolving an extremely dangerous situation which saved a life, while putting his own at risk. Sheriff Jones commended Deputy Smith for his dedication to the Sheriff's Office and the citizens of Lee County. The Commission thanked Deputy Smith for his service.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions from September and an updated listing of claims for payment which had been handed out prior to the meeting. Commissioner Ham made a motion to approve the consent agenda items as received. The motion was seconded by Commissioner Harris and carried unanimously.

Commissioner Lawrence made a motion to approve the following Resolution, seconded by Commissioner Eckman to reappoint George Ervin to the Lee County Youth Development Board. The motion carried unanimously.

**BE IT RESOLVED**, the Lee County Commission does hereby reappoint George Ervin to the Lee County Youth Development Board to serve a four-year term until September 30, 2019.

Sheriff Jones again presented a restaurant retail liquor license application for Riverbens, upon which no action was taken at the previous meeting. Sheriff Jones stated no objections had been noted at this location. Commissioner Ham made a motion to approve the following Resolution for Riverbens. The motion was seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the restaurant retail liquor license application for **Riverbens** located at 50 Lee Road 344, Salem, Alabama.

Commissioner Harris stated he would like to see new members be placed on the Lee County Industrial Development Authority Board. Commissioner Harris, at the meeting on August 10, named his nominee, Mrs. Shirley Scott-Harris. Commissioner Harris also noted that Commissioner Lawrence had submitted his nominee, Joe Lovvorn. Commissioner Ham questioned the status of the members that were previously on the board and questioned the function of the board. Judge English stated that the current members serve until the end of their terms, but continue until a replacement is named. Commissioner Harris stated his understanding is that the current board members are inactive. Judge English agreed that to the best of his

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, OCTOBER 13, 2015**

knowledge, that board had not met in a number of years. Commissioner Lawrence questioned the terms of the board members. Judge English stated he believes the members serve staggered four-year terms. After further discussion, Judge English presented first reading of Mrs. Shirley Scott-Harris, Commissioner Harris' appointment and Mr. Joe Lovvorn, Commissioner Lawrence's appointment. No formal action by the Commission was necessary.

Commissioner Long made a motion to approve the cable franchise agreement with Roy M. Greene d/b/a Phenix Cable T.V. and authorize the Chairman to sign it upon satisfaction of the county attorney. Judge English mentioned that the terms of the contract should be consistent with the county's other cable franchise agreements. The motion was seconded by Commissioner Ham and unanimously carried.

**ADD AGREEMENT**

Revenue Commissioner Oline Price presented an agreement for remote backup services with Night Shift LLC for Commission approval. Mrs. Price stated that the funds had been budgeted for these services. Mrs. Price explained that due to electrical surges in the Courthouse she found it necessary to outsource these services. Mrs. Price stated this is for the Delta Computer property and tag systems in her office. Mrs. Price further stated this is a 2<sup>nd</sup> backup safeguard for her files. Commissioner Ham made a motion to approve the agreement with Night Shift LLC for remote data backup services for the Revenue Commissioner's Office. Judge English questioned IT Director Tim Parson if another backup system is needed for the Probate Office data. Mr. Parson stated his office performs backups every night, the backup servers are located offsite and he did not see the necessity. The motion was seconded by Commissioner Harris and unanimously carried.

Sheriff Jones presented a retail beer/retail table wine license application for "The Store". Sheriff Jones stated no objections had been noted at this location. Commissioner Harris made a motion to approve the following resolution for The Store. The motion was seconded by Commissioner Ham and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the retail beer/retail table wine license application for **The Store** located at 11940 Hwy 169, Salem, AL.

Sheriff Jones presented a special events retail license application for the "Coors College Town Throwdown Auburn 2015". Sheriff Jones stated no objections had been noted for the one day event. Commissioner Harris made a motion to approve the following resolution for the Coors College Town Throwdown Auburn 2015. The motion was seconded by Commissioner Lawrence and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the special events license application for the **Coors College Town Throwdown Auburn 2015** located at 23470 US Hwy 80, Opelika, Alabama.

Environmental Services Director Chris Bozeman presented an equipment lease agreement with the City of Opelika for two 10-bin recycling trailers. Mr. Bozeman explained that the City of Opelika had changed their recycling program and no longer uses them. Mr. Bozeman stated the trailers were purchased with ADEM grant funds and would save his department about \$16,000. Upon this explanation, Commissioner Lawrence made a motion, seconded by Commissioner Ham to authorize the Chairman to sign the equipment lease agreement with the City of Opelika at no cost to the county. The motion carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, OCTOBER 13, 2015**

**Lease Agreement**

This Personal Property Lease Agreement (hereinafter the "Agreement") is made the 13<sup>th</sup> day of October, 2015, by and between the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the "Lessor") and Lee County, Alabama, a political subdivision of the State of Alabama (hereinafter referred to as the "Lessee").

For and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party the sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Leased Personal Property. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described tangible personal property (the "Leased Property"):
  - (a) One (1) Pro-Trailer 10-Bin Recycling Trailer, VIN: 1P9RB2426BA371028  
Opelika Tag #87002792
  - (b) One (1) Pro-Trailer 10-Bin Recycling Trailer, VIN: 1P9RB2429CA71297  
Opelika Tag #870022795
2. Term and Termination.
  - (a) The term of this Agreement shall be for a term of three (3) years, beginning July 1, 2015 and ending on June 30, 2018.
  - (b) Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. The parties shall deal with each other in good faith during the thirty-day period after which such notice has been given. Upon any such early termination, Lessee will relinquish possession of the Leased Property to Lessor.
3. Rent. The Leased Property is leased to Lessee as an accommodation and shall be rent free.
4. Use. Lessee will exercise due care in the use, operation and maintenance of the Leased Property and will not use, operate or maintain the Leased Property improperly, carelessly, in violation of any applicable law or for any purpose or any manner contrary to that contemplated by this Agreement.
5. Maintenance. Lessee shall provide for the service, repair and maintenance of the Leased Property, at its own expense, so as to keep the Leased Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear excepted. Lessee shall, at its own expense, replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever.
6. Damage to or Destruction of Leased Property. Lessee shall be responsible for any loss of the Leased Property from any cause whatsoever, whether or not insured, from the effective date of this Agreement. If the Leased Property is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. In no event shall such loss or damage relieve Lessee of its obligations under this Agreement. In the event of such loss or damage, Lessee at its option shall:
  - (a) Promptly repair the Leased Property to return it to good working order; or
  - (b) Replace the Leased Property with like property, in good condition and working order, free and clear of all liens and encumbrances; or
  - (c) Pay Lessor the replacement value of the Leased Property.
7. Indemnity. To the fullest extent permitted by law, Lessee shall and does hereby agree to indemnify, protect, defend and hold harmless Lessor and its officers, elected officials, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees) and other claims of any nature, kind or description by any person or entity, arising out of, caused by, or resulting from Lessee's use, possession, maintenance and operation of the Leased Property.
8. Ownership. The Leased Property is and shall remain the exclusive property of Lessor.
9. Liens and Encumbrances. Lessor shall keep the Leased Property free and clear of any

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, OCTOBER 13, 2015**

liens or other encumbrances and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Leased Property.

10. Surrender. Upon the expiration or earlier termination of this Agreement, Lessee shall return the Leased Property to the Lessor in good repair, condition and equal working order as was received, with exception of ordinary wear and tear resulting from proper use thereof, by delivering the Leased Property at Lessee's cost and expense to such place as Lessor shall specify within the incorporated area of the City of Opelika.
11. Assignment. Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.
12. Binding Effect. The covenants and conditions contained in this Agreement shall apply to and bind the parties and their successors and permitted assigns of the parties.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or representations of any kind preceding the date of this Agreement. There are no promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.
15. Cumulative Rights. Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
16. Waiver. The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Judge English presented a request from Governmental Relations Coordinator Wendy Swann concerning the purchase of a ½ page ad in the December issue of Business Alabama magazine. Commissioner Lawrence questioned the circulation of the magazine. Judge English stated he was not sure, but it goes to a statewide audience of governmental and business entities. Commissioner Lawrence made a motion to approve a ½ page four color ad for \$1,845, as approved the last time the publication spotlighted Lee County. The motion was seconded by Commissioner Harris and carried unanimously.

Commissioner Harris stated he would ask the Commission to discuss the county's road resurfacing/paving policies at the next meeting. Commissioner Harris was especially concerned about Lee Road 57 in Loachapoka. Last, Commissioner Harris asked the Commission to consider asking the Legislature to stop the closure of some drivers' license offices across the State and to address the statewide voter ID system. Judge English suggested Commissioner Harris to add the items to the next Agenda for Commission consideration if he wanted them discussed.

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

Minutes approved:

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Chairman

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, OCTOBER 13, 2015**

Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, OCTOBER 26, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, October 26, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Harris.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Absent: Commissioner Sheila Eckman. Elected official(s) in attendance: Sheriff Jay Jones and Loachapoka Mayor James Grout. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Becky Hardy.

Judge English recognized Matthew Battles who is a member of the 2015-2016 Class of "20 under 40" Program under the direction of the Opelika Chamber of Commerce. Judge English welcomed Mr. Battles to the Commission meeting.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, first reading to the following Boards: 1) James Majors to the Beulah Utilities District Board; 2) Richard "Dickie" Brown (District #4) and Dr. Michael Hollingsworth (District #3) to the Lee County Recreation Board; and 3) Roberta Green to the Horseshoe Bend Regional Library Board; and minutes of the October 13 meeting. Commissioner Ham made a motion to approve the consent agenda items as received. The motion was seconded by Commissioner Long and carried unanimously.

Judge English stated that second reading for two positions on the Lee County Industrial Development Authority Board were up for consideration. Judge English stated that after review of the Articles of Incorporation that each board member is selected by commission district and additionally that each appointee must live in different Commission districts. Judge English pointed out that Mr. Joe Lovvorn is Commissioner Lawrence's nominee and that he lives in District 2. Further, Judge English noted that Commissioner Harris' nominee is Shirley Scott-Harris but upon review she too lives in District 2. Commissioner Harris stated that the Commission can change that. Judge English stated the Commission cannot change the Articles of Incorporation of a board, because that would be up to the particular board to decide whether or not they wanted to change them or not. Commissioner Harris adamantly disagreed with Judge English stating that the Commission could change them how they wanted. Further, Commissioner Harris stated that his last appointee Mr. Larry Warren did not live in his district. Judge English stated that the both the Articles and the Bylaws reflect the residency requirements. Mr. Martin questioned Judge English on the statute and questioned what it says. Judge English gave a copy of it to Mr. Martin and the members of the Commission and further stated that the pertinent sections of the Code are 11-92A-5 (a)(8) & (a)(9) – describe the number of directors and the manner of appointing them. Commissioner Harris once again stated that at the time the board was first appointed that the residency requirement was not included. Commissioner Lawrence spoke up and suggested that the Commission first needed to proceed in getting the board members appointed. Once again, Commissioner Harris stated that the Articles can be amended to conform to what the Commission wants. Upon further discussion, Commissioner Lawrence made a motion to approve Mr. Joe Lovvorn the District 2 appointee to serve a two-year term if the new terms can be staggered as before, or a five-year term if not. The motion was seconded by Commissioner Long for discussion, and carried unanimously. Commissioner Harris once again stated he did not agree and asked that County Attorney Stan Martin review the Articles of Incorporation and upon his review and bring back the findings to the Commission. Judge English then questioned if the Commission wants to authorize Mr. Martin to research the situation. Then Commissioner Harris made a motion to allow County Attorney Stan Martin to review the Articles of Incorporation and the Bylaws of the Industrial Development Authority to see who has the authority to change them. The motion was seconded by Commissioner Lawrence and carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, OCTOBER 26, 2015**

County Engineer Justin Hardee presented a funding agreement and a maintenance agreement for the Smiths Station railroad corridor projects. Mr. Hardee stated that ALDOT is ready to move the agreements forward. Mr. Martin has reviewed the agreements and has a few questions on them as far as the statement concerning indemnifying the county. Mr. Martin stated it is a standard form that ALDOT uses, and stated that if it is a good deal, then the county may want to proceed. Commissioner Long questioned the passive warnings. Mr. Hardee explained that passive warnings are the paint on the pavement and signage, and active warnings are the bells, lights and gates. The agreement is for the county to maintain the passive warnings on the county's rights-of-way. The active warnings are maintained by the railroad within their rights-of-way. Commissioner Ham reminded the Commission that the project would not cost the county because the Lee County Board of Education would be funding the full \$100,000 project cost except for the county's continued maintenance of the passive warnings as discussed. After more discussion, Commissioner Long made a motion, seconded by Commissioner Ham to proceed with the Agreements as presented. The motion passed on a vote of 3:1 with Commissioner Harris voting "No".

County Administrator Roger Rendleman asked the Commission to rescind the bid awarded on September 28 to Provision Contracting Services for the jail ceiling demolition project. Provision had sent a letter indicating that they could not perform the project for their original bid amount because of what they described as conflicting issues with the scope of work. Mr. Rendleman reported that the discrepancy was pointed out in the invitation to bid and also identified during the first walk-thru, and that the county could not just adjust their bid upward by over \$50,000. Additionally, he noted that both the other bids were significantly higher, indicating that those bidders understood the scope of work. Commissioner Ham made a motion, seconded by Commissioner Lawrence to rescind the bid award on September 28 for the jail ceiling demolition. The motion carried unanimously.

Mr. Rendleman stated he would recommend that the next lowest responsive bidder, Steward Construction of Selma, Alabama be awarded the bid. Upon his recommendation, Commissioner Ham made a motion, seconded by Commissioner Lawrence to award the bid to the next lowest responsive bidder, Steward Construction, for \$294,932.00 for the jail ceiling demolition project. The motion carried unanimously.

Commissioner Harris discussed the resurfacing priorities and mentioned the situation on Lee Roads 57 and 58. Commissioner Harris stated that his constituents had called to complain about the approximately 45 patches and the deplorable condition of Lee Road 57. Once he heard of their complaints he stated he had called County Engineer Justin Hardee. Commissioner Harris further stated he was concerned that this is a thru road and it had continued to be patched and not resurfaced as Mr. Hardee had informed him it would be. Commissioner Harris further stated that approximately 200 residents live on this road. Further, Commissioner Harris stated it was his understanding that since no dirt roads were being paved, then the roads, by priority, would be resurfaced. Further, Commissioner Harris explained that a year ago a constituent had called about a subdivision that needed resurfacing and stated currently it was in the process of being resurfaced and further he stated he was very upset over this, since there are only approximately 44 homes and it is a subdivision, not a thru road. Commissioner Harris stated he had requested that Mr. Hardee provide a list of the roads that had been resurfaced since the dirt road paving had been stopped and he was very concerned that all districts were not being treated the same, particularly his district. Commissioner Harris stated that a program is in place to treat all the districts the same, not favor one Commissioner over another, particularly since these roads are located in a subdivision; not even a thru-road. Mr. Hardee provided the list to the Commissioners in their packets. Commissioner Harris did not see his copy prior to the meeting because he does not even open his packet prior to the meeting. Commissioner Lawrence addressed the chart which shows each districts percentage of paved road miles over a six-year period (FY 9/10 – 14/15).

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, OCTOBER 26, 2015**

<b>Comm District</b>	<b># of Paved Road Miles In Each Comm District</b>	<b>Each District's Percentage of All County Paved Road Miles</b>	<b># of Miles Resurfaced in Each District in Six Years</b>	<b>District's Percentage of Resurfacing Performed in Six Years</b>
<b>1</b>	<b>58.4</b>	<b>8.7%</b>	<b>8.5</b>	<b>8.6%</b>
<b>2</b>	<b>17.0</b>	<b>2.5%</b>	<b>5.6</b>	<b>5.7%</b>
<b>3</b>	<b>150.1</b>	<b>22.3%</b>	<b>21.6</b>	<b>21.7%</b>
<b>4</b>	<b>311.3</b>	<b>46.3%</b>	<b>40.9</b>	<b>41.1%</b>
<b>5</b>	<b>136.2</b>	<b>20.2%</b>	<b>22.9</b>	<b>23.0%</b>
<b>all</b>	<b>673.0</b>		<b>86.4*</b>	<b>12.8%</b>

\*total is 99.6, taking into consideration that some roads are shared by two districts.

After asking each Commissioner to look at the chart, Commissioner Lawrence then questioned each whether or not there is an issue of inequality. Judge English pointed out that Commissioners Lawrence & Harris had gotten slightly more than their respective share of resurfacing, and that Commissioners Eckman, Long & Ham had all gotten slightly less than their respective share. Commissioner Harris disagreed and stated he could explain it so that the citizens in attendance could understand. Commissioner Lawrence explained that his district is mainly inside the city limits and most the roads in his district are paved by the city. Commissioner Harris stated he questioned current County Engineer Justin Hardee about county money for resurfacing. Judge English read an email statement from Commissioner Eckman, who was absent, and the email stated she was in agreement with how Mr. Hardee was handling the road paving allocation. Commissioner Harris questioned how Commissioner Eckman could be in agreement when she is not in attendance and the issue involves the safety of our citizens. Commissioner Harris further stated that the road has 45 patches and states, “when an engineer tells a Commissioner he gonna take care of that road – a man’s word – he should stand behind it.” Mr. Hardee disagreed and stated he did not tell Commissioner Harris he would resurface the road and added he did not give his word to that. Mr. Hardee stated he had told Commissioner Harris that he would look at the road and do what he could to take care of the road. Mr. Hardee stated several items were done to the road including: patching, shoring the shoulders, cleaning the ditches and other minor work to address the concerns on the roadway. Further, Mr. Hardee stated he works for all five Commissioners and he further stated funding is an issue in all areas.

After further discussion, Mr. Hardee made a presentation showing a comparison of the condition between Lee Road 57 and the roads in the subdivision being resurfaced. Mr. Hardee explained that the roads are not given priority by when a phone call is received by the Lee County Highway Department as suggested by Commissioner Harris. Further, Mr. Hardee stated that if safety is ever an issue it is addressed immediately by the Highway Department. Commissioner Harris suggested Mr. Hardee should bring all resurfacing projects before the Commission on a case by case basis for individual approval prior to work starting. Judge English suggested that the Commission as a body give some cover to Mr. Hardee, so that these individual questions and research requests don’t continue to take significant time away from his duties. Judge English gave an example Mr. Hardee’s dedication and an example of an emergency situation wherein last Friday, on the Highway Department’s regular off day, Mr. Hardee had to close a road unexpectedly and stated a big family reunion was being held on Saturday and the Highway Department worked all day and was able to re-open the road the same day, thanks to Mr. Hardee’s leadership. Further, Judge English stated he believes Mr. Hardee should be left alone to perform his job. Commissioner Long made a motion to authorize Mr. Hardee to defer unresolved questions from individual Commissioners about roads to the Commission as a body, as he sees the need. The motion was seconded by Commissioner Lawrence and passed on a vote of 3-1 with Commissioner Harris voting “No”.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, OCTOBER 26, 2015**

Commissioner Harris asked the Commission to consider a Resolution to send to the Legislative Delegation concerning the closure of the Alabama Drivers license offices across the State. Commissioner Harris stated that several surrounding counties wanted to model a Resolution after one that Lee County does. Upon discussion, Commissioner Harris made a motion to adopt a Resolution supporting the reinstatement of closed driver license offices. The motion died for the lack of a second.

The next agenda item concerning the building inspection permit fee policy change was unnecessary due to an Alabama Code section (40-9-13) and Attorney General's Opinion (2004-044) which already exempt volunteer fire departments. Therefore, no action was necessary by the Commission. Commissioner Long questioned whether the inspections would still be performed if the fees are waived. Chief Building Official Joel Hubbard stated that he was correct only the fees are waived, that the building permits and inspections will still be performed. Mr. Hardee stated that the Commission packets had included a summary of the permit activity for the past year. Commissioner Harris questioned if there was an agreement between Lee County and Loachapoka concerning building inspections. Judge English questioned Loachapoka Mayor Jim Grout, who was in attendance. Mayor Grout stated that Loachapoka issues their building permits. Commissioner Harris stated that one of his constituents had a problem. Judge English suggested the person contact Mayor Grout.

Mr. Hardee presented a speed limit reduction request for Avalon Acres and Mill Creek subdivisions. Commissioner Ham made a motion, seconded by Commissioner Long to approve the reduction in speed limit from 45 mph to 25 mph on five roads in the Mill Creek subdivision and seven roads in the Avalon Acres subdivision. The motion carried unanimously.

Mr. Rendleman presented the results of the RFP for master planning and conceptual designing for recreation. Mr. Rendleman stated that requests for proposals (RFP) were posted starting on June 16 and required to be submitted by July 17, 2015. Mr. Rendleman stated that proposals were received from eight firms and a committee from the Lee County Recreation Board reviewed all the proposals and after review, three firms were selected for interviews. On Monday, October 12<sup>th</sup>, the committee listened to presentations by the three firms and asked various questions. Upon further review, the committee narrowed the choice to two, Foresite Group and McKee and Associates. After more discussion with the committee, they finally narrowed it down to Foresite Group. Therefore, Mr. Rendleman respectfully recommended the Commission accept the recommendation of the committee. Commissioner Harris made a motion to authorize the engagement of the professional services of the Foresite Group of Auburn, Alabama for the master plan and conceptual design for the recreation program. The motion was seconded by Commissioner Ham and carried unanimously. Judge English questioned whether this would be funded with recreation funds, and Mr. Rendleman replied that it would.

Next, Mr. Rendleman presented the second phase of the downtown facilities program. Mr. Rendleman stated the first phase of the Lee County Meeting Center and the records facility is near completion, now attention can now be focused on the Courthouse Annex and the EMA building. Mr. Rendleman included a consolidated project timeline in the packets for Commission review and a cost estimate breakdown for the projects based on schematic design. After discussion, Commissioner Ham made a motion, seconded by Commissioner Harris to authorize the Chairman to sign an architectural services agreement with John Randall Wilson for the determined scope which will be the Courthouse Annex, the EMA building and/or Courthouse renovations. The motion carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, OCTOBER 26, 2015**

Governmental Relations/Safety Coordinator Wendy Swann presented the ACCA Safety Incentive Discount Program and asked the Commission to authorize Judge English to sign the agreement. Mrs. Swann stated that all the requirements had been met and stated the agreement was the last item that needed approval. Commissioner Lawrence made a motion to authorize the Chairman to sign the agreement as presented. The motion was seconded by Commissioner Long and carried unanimously.

At approximately 6:50 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Lawrence and unanimously carried.

Minutes approved:

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Chairman

\_\_\_\_\_  
Commissioner, District 1

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Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

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Commissioner, District 4

\_\_\_\_\_  
Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, NOVEMBER 9, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, November 9, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Eckman.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected official(s) in attendance: Sheriff Jay Jones, Smiths Station Mayor LaFaye Dellinger and Loachapoka Mayor James Grout. News media in attendance: Opelika Observer reporter Fred Woods, Opelika-Auburn News reporter Sara Falligant, Auburn Villager reporter Allison Blankenship, WTVM reporter Elizabeth White and WRBL reporter Alex Derencz.

During citizens' communications, Mr. David Williams appeared before the Commission with two concerns. First, he questioned the Commission on the decision to reinstate the Industrial Development Authority board and asked if they had a certain project in mind. Second, he questioned why Commissioner John Andrew Harris attended a Tallapoosa County Commission meeting and said he represented the Lee County Commission. Mr. Williams stated Commissioner Harris had requested a letter of intent from them requesting their garbage to be sent to a pyrolysis plant in Macon County. Mr. Williams stated he would think it was a conflict of interest since it was for Commissioner Harris' own personal gain, not for Lee County. Judge English stated this was the first he had heard of this and the other Lee County Commissioners agreed. Commissioner Harris explained that Commissioner T. C. Coley from the Tallapoosa County Commission had invited him to come before them to speak about green energy for the future. Further, he stated the Industrial Development Board had nothing to do with his discussion on green energy. Judge English thanked Mr. Williams for his attendance.

Next, Mr. Bobby Sanks appeared before the Commission to address the condition of Lee Road 190. Mr. Sanks stated that this ¼ mile dirt road needs to be addressed especially after heavy rains, and he would like to see it paved. Commissioner Ham stated the road had been worked and the brush on the roadway had been addressed. Further, Commissioner Ham asked Mr. Sanks to leave him his phone number and he would call him about the situation.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, procurement card transactions from October and minutes of the October 26 meeting. Commissioner Lawrence made a motion to approve the consent agenda items as received. The motion was seconded by Commissioner Harris and carried on a vote of 4-0-1 with Commissioner Long abstaining, since he had not received his packet prior to the meeting.

Commissioner Ham made a motion to approve the following Resolution to appoint James Majors to the Beulah Utilities District Board. The motion was seconded by Commissioner Eckman and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission hereby reappoints James Majors to the Beulah Utilities District Board to serve a four-year term beginning December 1, 2015 until December 1, 2019.

Commissioner Long made a motion to approve the following Resolution, seconded by Commissioner Ham to appoint the two representatives to the Lee County Recreation Board. The motion carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, NOVEMBER 9, 2015**

**BE IT RESOLVED**, the Lee County Commission hereby reappoints Richard “Dickie” Brown as 1 of the 2 Beauregard School District appointments and Dr. Mike Hollingsworth as 1 of the 2 Smiths Station School District appointments to the Lee County Recreation Board, each to serve a five-year term ending October 14, 2020.

Commissioner Lawrence made a motion to approve the following Resolution, seconded by Commissioner Eckman to reappoint Roberta Green to the Horseshoe Bend Regional Library. The motion carried unanimously.

**BE IT RESOLVED**, the Lee County Commission hereby reappoints Roberta Green to the Horseshoe Bend Regional Library to serve a four-year term ending October 1, 2019.

County Attorney Stan Martin addressed the matter concerning the Industrial Development Authority appointments. Mr. Martin stated that he had sent the Chairman and the Commissioners an email outlining his findings concerning the Articles of Incorporation and Bylaws. Judge English questioned the terms of the directors to be appointed and the residency requirements. Mr. Martin stated the subsequent terms are to be for five years and a director is appointed from each district. Commissioner Harris stated he had talked to Mr. Ronnie Ware who was a member of the original board and Mr. Ware stated he did not do it that way. Commissioner Harris stated he wanted to change the way the board is appointed so that each commission district can be represented by somebody from anywhere in the county, to get the best person. Judge English questioned Mr. Martin if the County Commission can change the Articles of Incorporation for the Industrial Development Authority. Mr. Martin stated a quorum of the existing Industrial Development board members can meet upon and can petition to change the Articles of Incorporation if they so desire. Judge English showed Commissioner Harris the original Articles of Incorporation and showed him that Ronnie Ware had signed them as an incorporator, but pointed out that Mr. Ware had never been appointed as a member of the Board. Commissioner Harris agreed with Mr. Martin that the Commission should allow the previous board members to meet and change the Articles of Incorporation to represent the view of the Commission. Commissioner Lawrence stated another way would be to initially appoint the new members for staggered terms, then upon renewal they will serve five-year terms. Mr. Martin injected that the terms of the newly appointed members should be for five years since they are not original appointments, and with one member residing in each Commission district. Commissioners Eckman, Long and Ham stated they agreed with the current Articles and that one board member should be appointed from each district. Commissioner Harris stated he did not agree, and that he preferred to pick from the county as a whole, not just from within his district. Commissioner Lawrence stated he would agree to reestablish the old board members and ask them to decide how they want the board to be set-up. Judge English presented two proposed resolutions, one with staggered terms and one with five-year terms. Mr. Martin recommended the better course of action to appoint for five-year terms. Judge English stated if the board members want to petition to change the Articles of Incorporation and the Commission approves the change, and then they can be changed, but that they cannot be changed just because the Commission wants them changed. Commissioner Lawrence made a motion seconded by Commissioner Eckman to adopt the following resolution:

**RESOLUTION**

**Whereas**, the Lee County Industrial Authority Board of Directors has been dormant, not having met, for several years, with the last 3 five-year terms expiring over four years ago; and

**Whereas**, the members of the Lee County Industrial Development Authority Board of Directors have continued to serve, at least in theory, because their successors have not been appointed by the Lee County Commission; and

**Whereas**, the Lee County Commission is desirous of re-establishing a functioning Industrial Development Authority; and

**Whereas**, the Lee County Commission believes it would be in the best interests of the Lee County Industrial Development Authority to begin again with newly appointed Directors.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, NOVEMBER 9, 2015**

**NOW THEREFORE, BE IT RESOLVED** by the Lee County Commission that the Directors' positions being filled in 2015-16 will be five-year terms.

Commissioner Long stated he turned in his nomination for his appointment tonight. Commissioner Harris stated he wanted what was fair to everybody to appoint the person that was most qualified. Commissioner Lawrence called for the question and seconded by Commissioner Long. The call for the question passed on a vote of 4-1 with Commissioner Harris voting "No". Upon call for the question, Judge English called for a vote on the underlying motion to adopt the resolution, and it passed on a vote of 4-1 with Commissioner Harris voting "No."

Approximately 40 residents of Timberwood Subdivision were in attendance concerning the building of a Dollar General at the entrance of their subdivision. Lt. Timothy Dover was the spokesperson for the residents and stated the residents had first learned of the development last week when the land was cleared. Further he stated that he felt the residents should have been notified before the lot was ever cleared. Lt. Dover stated there were several reasons the residents were concerned, but the main concerns were: 1) increase in traffic; 2) increase in strangers near their homes; 3) increase in crime; and 4) decline in their property values. Lt. Dover stated that mainly families with small children lived in the subdivision and they were concerned for their safety due to increase in activity near them. Lt. Dover presented statistics from other communities where Dollar General Stores had been located and the report showed there was a 5% increase in residential robbery. Lt. Dover further discussed the impact it would have not only on their subdivision, but on the environment and the community as well. Further, Lt. Dover gave a few possible solutions: 1) one-turn lane; 2) privacy fence; 3) remove entrance to Timberwood Subdivision from US 29; or 4) remove entrance to Dollar General from the residential street. Commissioner Harris stated he would address the residents in attendance since this was in his district. Commissioner Harris stated he had talked to Auburn City Manager Charlie Duggan about the situation. Further, Commissioner Harris stated he had run into some roadblocks. Commissioner Harris stated he is for development in the community, and it seems that they have done what they are supposed to do as far as from a development standpoint. Commissioner Harris stated he would direct them to the State Highway Department. Mrs. Megan McCollough, a resident of Timberwood Subdivision, stated they had gone to the Auburn City Council, but didn't get anywhere. Commissioner Harris stated he sympathized with them and their situation and wished he could help them. Commissioner Lawrence stated that it was a problem since the streets in the subdivision belong to the City of Auburn, but the Dollar General lot is in the unincorporated area of Lee County and there is no planning and zoning, which means there is no limitations on what a person can do with their property. Judge English stated the difference between city and county government is that cities can do whatever they want as long as it is not prohibited by the Code, but a county only has the power that the legislature specifically gives in the Code. Judge English further explained that the Dollar General property is within the City of Auburn's planning jurisdiction but is outside their zoning jurisdiction. Commissioner Eckman questioned the entrance on US Hwy. 29. Mrs. McCollough stated she was working with the City of Auburn, but has been told that it is extremely tough to move an entrance on US Hwy 29; further she stated the City of Auburn is working with them and is going to come out to do a study on the situation, but not a traffic study. Ms. Elaine Thomaston, of Timberwood Subdivision, spoke about the increase in traffic in the subdivision and the effects it has already made on her son, her house value and the school district if she is forced to move. Commissioner Lawrence suggested they contact Dollar General Corporate Office to see if they would be willing to work with the residents of the subdivision to work something out and to help blend it in with the subdivision. Additionally, Commissioner Ham suggested that they all band together and try to negotiate a deal with Dollar General to help the situation. County Administrator Roger Rendleman stated that a lot of time and effort had been put into a Planning and Zoning Authority for the County. Lee County is one of the few counties in the State to pass such legislation. Mr. Rendleman explained that it must be brought to the county commission by a petition from citizens who are registered voters and landowners, and could be put to a vote, by beat, if the petition had enough qualified signatures, but stated the current situation they are in would be grandfathered in, but it could help on future instances like this one. Mr. Landon Kemp

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, NOVEMBER 9, 2015**

stated he had recently purchased his home in Timberwood to be in the City of Auburn but questioned, due to the Dollar General Store being located in his front door that, his property values would decrease and what were the concessions for that. Commissioner Eckman stated there was an appeal process. Mr. Rendleman stated the property taxes run 18-24 months behind, but a person can always appeal to the Board of Equalization. Ms. Laura Bauermeister, a resident of Timberwood, questioned the city/county line and since it is a city street if the city ordinance is followed as far as a buffer zone for the Dollar General store. Judge English stated we do not know what the city ordinances say. Commissioner Eckman stated there were requirements. Mrs. Deirdre Joseph questioned the number of signatures needed to get the planning and zoning on the ballot. Judge English stated he thought it was 10% of registered voters in the last General Election in Beat 6. Further Mrs. Joseph questioned how this can be stopped. Judge English stated it must come from a citizen petition. Mr. Rendleman stated it must contain 15% of electors that own real estate in that beat. Judge English thanked the residents for their attendance.

Commissioner Lawrence had in attendance a special guest, Medal of Honor recipient Command Sergeant Major Bennie Adkins, Retired, to promote the agenda item "Greenlight a Vet" Program. Commissioner Lawrence asked everyone to place a green light bulb at their home and place of business to show gratitude for the service and sacrifices made by our veterans. Commissioner Lawrence had placed green light bulbs on each of the Commissioners' desks and had provided a bulb to each media representative present. Commissioner Lawrence made a motion for the entrances of the Courthouse and other county maintained facilities to be lit up with a green light to support the "Greenlight a Vet" Program. The motion was seconded by Commissioner Ham and unanimously carried. Command Sergeant Major Bennie Adkins was asked to say a few words after the motion was passed.

Judge English presented a proposed Resolution for Severe Weather Preparedness Sales Tax Holiday. Judge English stated that Superintendent McCoy had sent a letter stating that the Lee County Board of Education had voted unanimously to approve Lee County as a participant in the 2016 tax holiday on February 26-28, 2016. County Administrator Roger Rendleman reminded the Commission that a portion of the sales tax now goes to support recreation and deputies for the Sheriff's Office. Commissioner Lawrence questioned Sheriff Jones if he had a problem with the sales tax holiday. Sheriff Jones answered "No." Commissioner Lawrence made a motion to approve the following Resolution for the 2016 Severe Weather Preparedness Sales Tax Holiday. The motion was seconded by Commissioner Ham and unanimously carried.

**RESOLUTION**

**WHEREAS**, The Alabama State Legislature passed during the 2012 Regular Session Act 2012-256 which provided for a Severe Weather Preparedness State Sales Tax Holiday to be held the last full weekend in February of each year; and

**WHEREAS**, the Sales Tax Holiday exempts certain items designated for severe weather preparedness purposes from the State Sales Tax, the Lee County Commission authorizes the exemption of those same items from the county sales and use tax during that same period beginning at 12:01 a.m. on Friday, February 26, 2016 and ending at twelve midnight on Sunday, February 28, 2016; and

**WHEREAS**, this Resolution shall be subject to all terms, conditions, definitions, time periods and rules as provided by Act 2012-256; and

**WHEREAS**, a certified copy of this Resolution will be forwarded by the Lee County Commission to the Alabama Department of Revenue to be recorded and posted on the Department web site;

**THEREFORE, BE IT RESOLVED**, by the Lee County Commission, that participation in the Severe Weather Preparedness State Sales Tax Holiday as provided by Act 2012-256, shall be in effect beginning at 12:01 a.m. on Friday, February 26, 2016 and ending at twelve midnight on Sunday, February 28, 2016.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, NOVEMBER 9, 2015**

Sheriff Jones presented for discussion a proposed contract for limited law enforcement with the City of Smiths Station. Sheriff Jones stated he and Smiths Station Mayor LaFaye Dellinger had discussed the issue because several business owners are non-compliant with city ordinances. Further, Sheriff Jones stated it is his understanding that the codes enforcement officer is unable to enforce the violation so this agreement would have a Deputy Sheriff accompany the Codes Enforcement Officer for him to issue a citation when a business is non-compliant. Sheriff Jones explained this is the reason for the limited services agreement. Further, Sheriff Jones stated that the rough draft had been given to County Attorney Stan Martin for his review and comments. Commissioner Lawrence questioned if there would be a monetary exchange. Mr. Rendleman stated it was in the contract. Sheriff Jones stated he would hope that once the Sheriff's Office assists with a few businesses that are non-compliant, then the message would get out and others would come forward and comply and the deputy would no longer be necessary. Sheriff Jones explained that an off-duty officer would perform this duty and further stated it would not interfere with the number of deputies on patrol duty. *Commissioner Long stated he had received phone calls from citizens complaining about receiving tickets at the county park for parking on the grass and stated he believed the whole thing had been blown out of proportion by the City of Smiths Station. Mayor Dellinger said people were parking on the grass and blocking access to the walking trail. Commissioner Eckman questioned who was issuing the citations. Mayor Dellinger and City Clerk Jerry Bentley stated they do not have the authority to issue citations, but that the City has been putting up signs and placing notices on vehicles to deter the situation because it has become an issue. Mr. Bentley stated people will park on the grass or park blocking the entrance to the walking trail to be closer to the ball fields, instead of using the second parking area and walking a little further.* Sheriff Jones stated he just wanted to make the Commission aware of the discussion of this agreement and would ask the Commission to consider a contract at a future meeting.

Sheriff Jones presented a lounge retail liquor license application for Vic's Bar. Sheriff Jones stated no objections had been noted at this location. Commissioner Ham made a motion to approve the following resolution for Vic's Bar. The motion was seconded by Commissioner Lawrence and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the lounge retail liquor license application for **Vic's Bar** located at 2487 Lee Road 266, Unit 3, Cusseta, AL.

Mr. Hardee presented a one-year lease agreement for the Unit 1 Camp, for approximately 2½ acres, located on Alabama Hwy 147 north of Auburn. Mr. Hardee explained that County Attorney Stan Martin had drafted the lease agreement and the property owner had agreed to the terms. After discussion, Commissioner Lawrence made a motion to authorize Judge English to sign the lease agreement as presented. The motion was seconded by Commissioner Long and carried unanimously.

County Administrator Roger Rendleman presented a lease amendment from the USDA for a covered parking area with fencing. Mr. Rendleman stated that he had received notification from the USDA Lease Contracting Officer Ginger Rider requesting an 8-foot chain link fence with double-gate with covering to house a new all-terrain vehicle. Mr. Rendleman stated that the maintenance department would erect the fencing with covering and the USDA would reimburse the county. Upon this explanation, Commissioner Eckman made a motion to authorize Judge English to sign the agreement as presented. The motion was seconded by Commissioner Ham and carried unanimously.

Information Services Director Tim Parson presented a request to authorize Judge English to sign an Office 365 license agreement for software. Mr. Parson stated the software is necessary to provide email service to the departments in the Courthouse. Further, he explained that the

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, NOVEMBER 9, 2015**

service would provide additional storage space. Upon this explanation, Commissioner Long made a motion, seconded by Commissioner Eckman to authorize Judge English to sign the Office 365 Agreement as presented. The motion carried unanimously.

Judge English recognized P. J. Simmons who is a member of the 2015-2016 Class of “20 under 40” Program under the direction of the Opelika Chamber of Commerce. Judge English thanked Mr. Simmons for his attendance during the lengthy meeting.

At approximately 6:50 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Lawrence and unanimously carried.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

The Lee County Commission convened in regular adjourned session at the Courthouse in Opelika, Alabama, Monday, November 30, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Commissioner Lawrence.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Gary Long, Robert Ham and John Andrew Harris. Elected Official(s) in attendance: Sheriff Jay Jones. News media in attendance: Opelika Observer reporter Fred Woods, Opelika-Auburn News reporter Sara Falligant, and WRBL reporter Alex Derencz.

During citizens' communications, Mr. Bobby Sanks appeared before the Commission to address closing of Lee Road 192 in Salem. Mr. Sanks asked the Commission to improve the alternate road after closing the railroad crossing. Commissioner Ham addressed Mr. Sanks and said that several railroad crossings were dangerous and that to make it safer for students in front of the high school, two other crossings would be closed. Further, Commissioner Ham stated there were plans to improve the road and to cut the brush back. Mr. Sanks questioned a timeframe for the work. Commissioner Ham questioned County Engineer Justin Hardee who stated at this time he is unable to estimate because he was not able to look at the brush cutters schedule prior to the meeting. Mr. Sanks added that the Church had been in this location for over 100 years and as far as he was aware there had been no accidents at the location in over 30 years. Commissioner Ham stated the railroad closings were identified by the railroad and not Lee County. Mr. Sanks then asked that once the railroad crossing is closed he would ask that the dirt road be worked as soon as possible.

Judge English recognized Denise Rogers who is a member of the 2015-2016 Class of "20 under 40" Program under the direction of the Opelika Chamber of Commerce. Judge English thanked her for her attendance.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, the announcement of three positions on the Public Building Authority board and minutes of the November 9 meeting. The three previously appointed individuals were named. Judge English reported that Mr. Winston Smith T is deceased, Commissioner Long stated that Mr. Don Ensley is also deceased. Commissioner Ham made a motion to approve the consent agenda items as received. The motion was seconded by Commissioner Lawrence. Commissioner Long questioned minutes of November 9 and asked that his comments be included during the discussion of limited law enforcement with the City of Smiths Station. The motion carried unanimously.

Commissioner Harris once again addressed the Industrial Development Authority appointments. Commissioner Harris stated that he would like to continue with the second reading of his previous nomination. Judge English reminded Commissioner Harris that the person must reside in District 5 as stated in the Articles of Incorporation. Commissioner Harris stated that the individual resides in his district. Judge English once again stated that the address on the Citizen Interest form provided by Dr. Shirley Scott-Harris was in District 2. No action was taken was taken by the Commission.

Commissioner Long made a motion of first reading to appoint Daniel Sexton as the District 3 representative on the Industrial Development Authority Board. The motion was seconded by Commissioner Ham and carried unanimously.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

First, County Administrator Roger Rendleman discussed the transfer of property to the City of Opelika for the new intersection on Gateway Drive which crosses over the Department of Human Resources property which belongs to the Lee County Public Building Authority. Mr. Rendleman explained that is the reason that members must be appointed to that Board for the transfer to take place.

Next, Mr. Rendleman discussed the land swap deal with the City of Opelika. Mr. Rendleman stated two agreements, which were included in the packets, are up for Commission consideration. Mr. Rendleman stated the first agreement is the Alley Transfer Agreement whereby the county will obtain the city's rights-of-way to the alley around the Lee County Meeting Center. Commissioner Lawrence questioned if the city currently had control of the right-of-way on both sides of the building. Mr. Rendleman answered in the affirmative. Mr. Rendleman stated technically the city maintains the right-of-way and when the agreement is signed it will transfer those rights to the county. Judge English questioned why there were three documents. Mr. Rendleman explained there were two Agreements and a warranty deed which need approval. Commissioner Ham made a motion to authorize Judge English to sign the two Agreements and the warranty deed as presented. The motion was seconded by Commissioner Harris and unanimously carried.

**ALLEY TRANSFER AGREEMENT**

This Agreement made and entered into this the 30<sup>th</sup> day of November, 2015, by and between THE CITY OF OPELIKA, ALABAMA, (the "City") a municipal corporation and LEE COUNTY, ALABAMA, ("Lee County") a political subdivision of the State of Alabama.

**WHEREAS**, Lee County is the owner of property abutting upon a portion of a public alley in the City of Opelika, said alleyway being described as follows:

The parcel more particularly described as follows: Commence at the southwest corner of Section 7, Township 19 North, Range 27 East in Lee County, Alabama: thence run East 2756.43 feet; thence run North 135.92 feet to an iron pin on the northwesterly margin of Avenue C; thence run North 42 degrees 34 minutes 54 seconds West a distance of 300.08 feet to an iron pin; Thence run South 47 degrees 26 minutes 20 seconds West for a distance of 100.0 feet to an iron pin; thence run North 42 degrees 34 minutes 54 seconds West for a distance of 101.0 feet to an iron pin on the southerly margin of Avenue B; thence run South 64 degrees 59 minutes 05 seconds West a distance of 232.19 feet to an iron pin at the intersection of the northwesterly margin of Avenue B and the northeasterly margin of the Central of Georgia Railway(Previously Norfolk Southern Railroad); Thence run in a northwesterly direction along said margin of said Railway on the arc of a curve to the right having an arc length of 201.43 feet, a radius of 1120.00 feet, a chord bearing of North 24 degrees 27 minutes 24 seconds West and a chord length of 201.14 feet to an iron pin and the **Point of Beginning**; thence run North 45 degrees 00 minutes East for a distance of 262.3 feet to an iron pin; thence continue on said bearing for a distance of 30 feet to an iron pin; thence North 45 degrees 00 minutes West for a distance of 30 feet across said alley; thence South 45 degrees 00 minutes West for a distance of 216.1 feet to an iron pin; thence North 76 degrees 24 minutes West for a distance of 31.3 feet to an iron pin; thence run on a curve to the right with a radius of 1090 feet, and a chord length of 88.3 feet to an iron pin; thence run South 45 degrees 00 minutes West for a distance of 33.1 feet to and iron pin at the Easterly margin of the Central of Georgia Railway; thence run along said margin on a curve to the left with a radius of 1120 feet and a chord length of 151.2 feet to an iron pin and the Point of Beginning. The parcel described contains 0.29 acres; and

**WHEREAS**, Lee County desires to control, maintain and have responsibility over the portion of the alley described above; and

**WHEREAS**, Lee County has requested the transfer of said alleyway from the City to Lee County, and this transfer is mutually agreed upon, between the City and Lee County.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration the receipt and accuracy of which are

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

hereby acknowledged, the City and Lee County agree as set forth below:

1. The City transfers to Lee County the jurisdiction, control, maintenance and responsibility for the portion of the public alley described above.
2. Lee County accepts all responsibility for the portion of the alleyway described above, including all curbs, culverts and drainage structures within the right-of-way of the alley.
3. The City gives up all rights to the portion of the alley described above.
4. Lee County agrees that it shall be solely responsible for the maintenance and repair of the alleyway described above.
5. Lee County agrees to indemnify and hold the City, its officers, elected officials, agents and employees harmless from and against any and all claims, actions, suits, damages, losses, costs, charges and liabilities that may arise as a result of Lee County's performance of this Agreement or relating to Lee County's use, control and maintenance of the alley.
6. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.
7. This Agreement shall be effective upon the date of full execution by the parties.

**IN WITNESS WHEREOF** the parties have hereunto caused these presents to be executed the day and year first above written.

**EXHIBIT "A"**

Commence at the point where the Southeasterly margin of Avenue "A" is intersected by the easterly margin of South Ninth Street in the City of Opelika, Lee County, Alabama, and run North 45 degrees 0 minutes East, along the said Southeasterly margin of said Avenue "A", for 263.0 feet, to the said point of beginning; thence run South 45 degrees 0 minutes East along said property a distance of 110 feet, thence South 45 degrees 0 minutes East for a distance of 12.0 feet, thence North 45 degrees 0 minutes West a distance of 110.0 feet, thence North 45 degrees 0 minutes West a distance of 12.0 feet back to the point of beginning all containing an area of more or less 0.03 acres.

Being part of the lot 3G of Block Eleven (11) as shown on Totten's Official Real Estate Map of the City of Opelika, Alabama, as recorded in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama, and as shown by that certain survey dated January 22, 1971.

**LAND TRANSFER AGREEMENT**

This Land Transfer Agreement (the "Agreement") is made and entered into this the 30<sup>th</sup> day of November, 2015, by and between LEE COUNTY, ALABAMA, ("Lee County") a political subdivision of the State of Alabama, and THE CITY OF OPELIKA, ALABAMA, (the "City") a municipal corporation.

**WHEREAS**, Lee County is the owner of certain property located in downtown Opelika which parcel contains approximately 0.03 acre, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, the City has requested that Lee County transfer and convey the Property to the City for municipal purposes; and

**WHEREAS**, Lee County is willing to transfer and convey the Property to the City, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Lee County agree as set forth below:

1. Within thirty (30) days from the date of this Agreement, Lee County agrees to transfer and convey to the City the Property. Lee County shall deliver to the City a statutory warranty deed in the form of Exhibit "B" attached hereto.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

2. Simultaneously with the delivery of the deed, Lee County shall deliver possession of the Property to the City, "as is" and without any representations or warranties. The City hereby disclaims any such representations and warranties.

3. Upon delivery of the deed to the City, the City agrees that it shall be solely responsible for the maintenance and repair of the Property. The City covenants that it shall maintain the Property in good order and repair.

4. The City agrees to pay all costs and expenses incurred in connection with or incident to this Agreement and the conveyance contemplated hereby, including all costs to prepare the deed and to record any documents necessary to transfer title.

5. The City agrees to indemnify and hold Lee County, its officers, elected officials, agents and employees harmless from and against any and all claims, actions, suits, damages, losses, costs, charges and liabilities that may arise as a result of the City's performance of this Agreement or relating to the City's ownership, use, control and maintenance of the Property.

6. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

7. This Agreement shall be effective upon the date of full execution by the parties.

**IN WITNESS WHEREOF** the parties have hereunto caused these presents to be executed the day and year first above written.

**EXHIBIT "B"**

GRANTEES' ADDRESS:  
City of Opelika, Alabama  
204 S. 7<sup>th</sup> Street  
Opelika, AL 36801

**NO TITLE OPINION RENDERED**

STATE OF ALABAMA )  
 :  
COUNTY OF LEE )

STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to the undersigned Grantor, Lee County, Alabama, a political subdivision of the State of Alabama, in hand paid by the City of Opelika, Alabama, the receipt whereof is hereby acknowledged, the undersigned Lee County, Alabama, does hereby grant, bargain, sell and convey unto the City of Opelika, Alabama, a municipal corporation, the following described real property situated in Opelika, Lee County, Alabama, to-wit:

Commence at the point where the Southeasterly margin of Avenue "A" is intersected by the easterly margin of South Ninth Street in the City of Opelika, Lee County, Alabama, and run North 45 degrees 0 minutes East, along the said Southeasterly margin of said Avenue "A", for 263.0 feet, to the said point of beginning; thence run South 45 degrees 0 minutes East along said property a distance of 110 feet, thence South 45 degrees 0 minutes East for a distance of 12.0 feet, thence North 45 degrees 0 minutes West a distance of 110.0 feet, thence North 45 degrees 0 minutes West a distance of 12.0 feet back to the point of beginning all containing an area of more or less 0.03 acres.

Being part of the lot 3G of Block Eleven (11) as shown on Totten's Official Real Estate Map of the City of Opelika, Alabama, as recorded in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama, and as shown by that certain survey dated January 22, 1971.

Being part of the property conveyed by the Deed dated November 13, 1974 from The Housing Authority of the City of Opelika to Lee County, Alabama, of record in Deed Book 940 at Page 134 in the Office of the Judge of Probate of Lee County, Alabama.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

This property is subject to the easements, limitations, conditions and restrictions contained in that certain deed from The Housing Authority of the City of Opelika to Lee County, Alabama, of record in Deed Book 940 at Page 134 in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance is made subject to any and all restrictions, easements, exceptions, covenants, conditions, easements and rights-of-way affecting said property which are recorded in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.

Being further described according to and as shown by that certain drawing prepared by the Engineering Department of the City of Opelika attached hereto and marked Exhibit "A".

To Have and To Hold unto the said City of Opelika, Alabama.

**IN WITNESS WHEREOF**, the said Lee County, Alabama, by the Chairman of the Lee County Commission, Bill English, who is authorized to execute this conveyance by resolution of the Lee County Commission, a copy of which Resolution is attached hereto, marked Exhibit "B" has hereunto set its signature and seal on this the 30<sup>th</sup> day of November, 2015.

Dr. Delos Hughes gave a presentation of an Archives Study Committee. Dr. Hughes stated the study results were in the report given to each Commissioner. Further, Dr. Hughes pointed out several instances whereby he and others see the need to preserve the public records that are stored at the Courthouse and elsewhere. Dr. Hughes stated a centralized repository is not only for historic purposes, but mainly for preservation purposes. Last, Dr. Hughes suggested that the Commission should begin the process by forming a Lee County Archives Board. After the presentation, Commissioner Eckman made a motion to form a Lee County Archives Board, seconded by Commissioner Lawrence and unanimously carried. Commissioner Lawrence suggested that the new board be set-up consistent with other similar boards around the State. Dr. Hurley with the State Archives was in attendance.

Michael Bullington appeared before the Commission requesting that a voting location be located on or near the Auburn University campus for the convenience of the students and faculty. Mr. Bullington pointed out that a number of college students have an inconvenient class schedule, some students do not have access to a vehicle, some students are unfamiliar with the area, of which makes it impossible to get to their polling location. Mr. Bullington stated he felt if a voting location could be placed in a convenient location then the students would be more likely to vote. Judge English explained that the Code Section 17-9-10 states, "...that the elector shall vote in the county and voting place of his or her domicile and nowhere else and shall have registered as provided in this title. If any elector attempts to vote in any voting place other than that of his or her domicile, his or her vote shall be rejected, except when casting a provisional ballot, as provided by law." Mr. Bullington stated he did not know the law, but questioned if there could be more locations closer to campus. Commissioner Lawrence questioned Judge English if there was still a pre-clearance requirement. Judge English answered "No" and further stated that only those registered voters that live in the defined geographic encompassing the polling place can vote there unless the State law is changed. Commissioner Harris stated when he served on the city council that they had changed it plenty of times. Commissioner Harris stated he admired Mr. Bullington for coming before the Commission and stated he should also talk to the City of Auburn about this. Commissioner Harris once again stated the Commission can divide the lines up, that it is not a problem. Commissioner Lawrence reiterated the fact that not enough people live on campus to provide a voting location for them. Commissioner Harris stated that it is not a State law, because he checked it out. Commissioner Harris stated the Commission had changed the location from the Armory to the Sportsplex. Judge English stated the ballot is assigned by where a person resides. Mr. Bullington stated the reason he came before the Commission was to clarify and find out more about the process for the student population.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

Commissioner Ham thanked Mr. Bullington for his attendance.

Commissioner Ham made a presentation concerning a Spay and Neuter Program for Lee County. Commissioner Ham stated that he and Dr. Buddy Bruce had been working on a program for a couple of years. Commissioner Ham stated that Lee County, the Cities of Auburn, Opelika and Smiths Station will be asked to contribute \$15,000 each to start the program. Commissioner Ham stated that if the Commission passes it tonight, he and Dr. Bruce would present it to the cities. Commissioner Ham further stated that the Environmental Services Director Chris Bozeman and his staff would administer funds of the program. Dr. Bruce stated that Limestone County has been doing a spay and neuter program for almost ten years and were successful. Further, Dr. Bruce stated it would decrease the number of intakes by Animal Control and would provide low cost spay and neuter for those that qualify. Judge English asked Dr. Bruce who would perform the "means testing", and Dr. Bruce replied that he and Dr. Hunt would do that. Dr. Bruce stated those with a household income of \$20,000 or less would be able to utilize the program. Commissioner Eckman questioned the threshold amount and stated it seemed extremely low. Commissioner Ham stated the program would only be for Lee County residents and they would have to show proof of residency. Commissioner Eckman stated she had worked to pass a statewide spay and neuter bill for a couple of years, but it had not been successful. She questioned whether the Humane Society's surgical suite could be used for this program, but Dr. Bruce said it could not get certified because it would violate the Ala. Veterinary Practice Act. After more discussion, Commissioner Ham made a motion to allocate \$15,000 from the FY2016-2017 budget for a low cost spay and neuter program. The motion was seconded by Commissioner Harris and carried unanimously. Judge English questioned Mr. Rendleman whether the Commission can allocate money from a future budget. Mr. Rendleman responded that it had been done before. Commissioner Lawrence thanked Dr. Bruce and Commissioner Ham for their work and stated he fully supported a spay and neuter program. Further, Commissioner Lawrence stated he thought intergovernmental agreements with City of Auburn, Opelika and Smiths Station concerning this were necessary. Further, Commissioner Ham shared that the Lee County Humane Society had agreed to support the program, not with funding, but by using their social media base and by spreading the word whenever an opportunity arises. Commissioner Lawrence again stated he supported the program but questioned written agreements with the cities. County Attorney Stan Martin questioned if the program was contingent on the participation by the Cities of Auburn, Opelika and Smiths Station. Commissioner Ham stated it was contingent on all four entities cooperating. Once again, Commissioner Eckman questioned the \$20,000 threshold and stated she felt it should be more like \$40,000-\$50,000. She asked if a vote tonight was committing to that threshold amount, and Judge English replied "No", the motion was simply earmarking \$15,000 in next year's budget. Judge English questioned if they could tie it to an economic benchmark like the CPI. Dr. Bruce responded that the funding is not hinged on that or any dollar amount. Commissioner Ham stated that he felt that the sooner the program is implemented the sooner it will cut down on costs for the Animal Control Department. After more discussion, Commissioner Eckman questioned when they would follow-up. Commissioner Ham responded in January.

Next, Commissioner Ham asked for permission to use the Lee County Meeting Center for the Lee County Kiwanis Club on December 22<sup>nd</sup> and 23<sup>rd</sup>. Commissioner Ham stated the members would be putting toy bags and meals together for local families. Commissioner Ham stated that last year 100 kids and 33 families were served by this organization. Commissioner Ham made a motion to allow the Lee County Kiwanis Club to use the Meeting Center on December 22 and 23. The motion was seconded by Commissioner Lawrence and carried unanimously.

Sheriff Jones presented a request through the '1033' program which involves civilian law enforcement agencies (LEA) applying to the federal government to acquire certain military grade

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

assets that are in used condition and no longer needed. Sheriff Jones explained that in all cases, the assets have been approved by the federal government for disbursement to civilian LEA. Prior to application, the LEA must have authorization from the Civilian Governing Body (CGB) which is defined as having direct budgetary oversight or control over the LEA's budget appropriation. The Lee County Sheriff's Office is applying for an MRAP (Mine-Resistant Ambush Protected) vehicle. These vehicles were used extensively in the Middle East for protection against Improvised Explosive Devices (IEDs). If acquired the MRAP will be utilized for rescue operations in regard to natural disaster situations and as a "Rescue/Response Shield Vehicle" in the event of an active shooter, barricaded individual, or any like circumstance where civilian and/or law enforcement personnel are confronted with a life endangering threat from an armed individual or group. Upon this explanation, Commissioner Lawrence made a motion, seconded by Commissioner Eckman to authorize Sheriff Jones to apply for the MRAP vehicle as requested. The motion carried unanimously.

Sheriff Jones presented a restaurant retail liquor license application for El Gallo Mexican Restaurant located in District 4. Sheriff Jones stated objections had been noted at this location. A survey of area residents was conducted and the following results were noted: 14 residents had no objections; 13 residents objected; and 3 residents had no opinion. Commissioner Ham made a motion to approve the following resolution for El Gallo Mexican Restaurant. The motion was seconded by Commissioner Harris and unanimously carried.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the restaurant retail liquor license application for **El Gallo Mexican Restaurant** located at 7931 Alabama Highway 51, Opelika, AL.

Sheriff Jones presented the results for Bid #2 for notebook computers for the Sheriff's Office. Sheriff Jones stated that bids were mailed to 26 vendors and only one vendor responded. Sheriff Jones recommended that the Commission award the bid to the lone bidder for \$3,391/each from Interceptor Public Safety Products of Forsyth, Georgia. Upon this recommendation, Commissioner Lawrence made a motion, seconded by Commissioner Eckman to award the bid to Interceptor Public Safety Products for \$3,391 for notebook computers. The motion carried unanimously.

County Engineer Justin Hardee requested the Commission accept Oliver Trails Subdivision, Phase III for county maintenance. Mr. Hardee stated the subdivision had completed the two-years of maintenance by the owner and he would recommend that Lee Road 211 be accepted for maintenance by the Highway Department. Commissioner Long made a motion, seconded by Commissioner Ham to accept Lee Road 211 in Oliver Trails Subdivision, Phase III for county maintenance. The motion carried unanimously.

Mr. Hardee presented the following Federal Aid Agreement for a bridge replacement project on Lee Road 375. Mr. Hardee stated the project totals \$323,830 of which 80% or \$259,064 is from Federal ATRIP funds and the other 20% or \$64,766 is paid by county funds. Commissioner Ham made a motion, seconded by Commissioner Long to authorize the Chairman to sign the Federal Aid Agreement as presented. The motion carried unanimously.

**RESOLUTION 11302015**

**BE IT RESOLVED**, by the County Commission of Lee County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a 1@60' span AASHTO Girder Replacement bridge on CR-375 over a

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

tributary to Osanippa Creek. BIN#005269. Length – 0.01 mile  
Project #ACBRZ61145-ATRP(015); LCP#41-135-13; ATRIP #41-05-38

which Agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the 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 of record by the County Clerk.

Maintenance Director Jerry Lynch presented the results on Bid #3 for a maintenance department vehicle. Mr. Lynch reported that no bids were received. Therefore, no action was taken.

Deputy Administrator Alice Fitzgerald presented the following proposed FY2016 Holiday Schedule with Commission meeting changes, as needed, for Commission consideration. Mrs. Fitzgerald noted that Christmas day falls on Sunday and only one day is scheduled off. Commissioner Lawrence suggested that the Commission consider dropping Columbus Day for another holiday. After discussion, Commissioner Ham made a motion, seconded by Commissioner Harris to approve the following FY2016 Holiday Schedule. The motion passed on a vote of 4:1, with Commissioner Lawrence voting “No”.

Proposed FY2016 Holiday Schedule

New Year’s Day	Friday, January 1, 2016
Martin Luther King, Jr. Day	Monday, January 18, 2016
Presidents’ Day	Monday, February 15, 2016
Memorial Day	*Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Columbus Day	*Monday, October 10, 2016
Veterans’ Day	Friday, November 11, 2016
Thanksgiving	Thursday, November 24, 2016
Christmas	Friday, November 25, 2016
	Monday, December 26, 2016

\*Normal Commission Meeting Days

Note: Monday, May 30 meeting moved to Tuesday, May 31, 2016

Monday, October 10 meeting moved to Tuesday, Oct. 11, 2016

Commissioner Harris gave an update on Timberwood Subdivision. Commissioner Harris stated that he was amazed at the residents of Timberwood Subdivision and would like to support them in their efforts on this situation. Commissioner Harris stated he had talked to his State Representative and Senator from that area and stated they had agreed to support local legislation on this issue in January. Elaine Thomaston of Timberwood Subdivision stated the residents were concerned because there is another vacant lot located next to the Dollar General property. Further, she stated she is looking for government help to prevent this from happening in the future, not only to them, but for others in the area. Commissioner Lawrence stated that even if the residents vote for county planning and zoning, at this time, there is no zoning department, only a Building Inspection Department. Mr. Rendleman suggested that the City of Auburn has caused some of the issues by their checkerboard annexation process and for the county to have limited authority, which, as he explained, is to approach the delegation to grant Lee County the authority to have zoning. Mr. Rendleman stated that if the delegation hears from the residents involved, then progress made be made on the situation. Mrs. Thomaston stated the residents had reached out to the local delegation and they were trying to work on a petition for a referendum, looking at adding traffic calming devices, and they would continue to work together on the issue.

**MINUTES OF THE LEE COUNTY COMMISSION, REG. ADJ. TERM, NOVEMBER 30, 2015**

Judge English explained that if the local delegation changes the law then a petition may not be necessary. Commissioner Harris once again stated that his senator and his legislator stated it would be no problem. Mrs. Thomaston stated that the Auburn Police Department had been helpful, but that they cannot enforce City Ordinances on land outside the city limits. Further, Mrs. Thomaston questioned if Lee County had a construction ordinance. Judge English stated the county only has authority specifically granted by the Legislature. Once again, Commissioner Harris stated that Senators Warren, Whatley and Beasley along with Representative Bandy are in 100% support. Commissioner Ham stated he would suggest that they contact the Dollar General Corporation about the issue. Mrs. Thomaston stated the contractor that has been onsite is not local and stated conversations with him had not been fruitful, but she further stated she had not reached out herself.

Last, Commissioner Harris asked the Commission to consider offering a donation to the Auburn Girls Basketball program. Judge English suggested that Commissioner Harris place the item on the next agenda for discussion if he wants to.

At approximately 7:15 p.m., Commissioner Long made a motion to adjourn. The motion was seconded by Commissioner Lawrence and unanimously carried.

Minutes approved:

\_\_\_\_\_

Chairman

\_\_\_\_\_

Commissioner, District 1

\_\_\_\_\_

Commissioner, District 2

\_\_\_\_\_

Commissioner, District 3

\_\_\_\_\_

Commissioner, District 4

\_\_\_\_\_

Commissioner, District 5

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, DECEMBER 14, 2015**

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, Monday, December 14, 2015 at 5:00 p.m. The Pledge of Allegiance was recited, followed by an invocation by Judge English.

The Chairman declared a quorum and officially opened the meeting with the following members recorded as being present: Judge Bill English, Chairman, and Commissioners Sheila Eckman, Johnny Lawrence, Robert Ham and John Andrew Harris. Absent: Commissioner Gary Long, absent due to illness. Elected Official(s) in attendance: Sheriff Jay Jones. News media in attendance: Opelika Observer reporter Fred Woods and Opelika-Auburn News reporter Sara Falligant.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: two listings of claims, Procurement Card transactions from November and minutes of the November 30 meeting. Commissioner Lawrence made a motion to approve the consent agenda items as received. The motion was seconded by Commissioner Harris and carried unanimously.

Lee-Russell Council of Governments Grants Specialist Barbara Scott presented the following Resolutions for Commission consideration on the Beulah Senior Center project. Mrs. Scott stated that she may be retiring from Lee-Russell by the completion of the project so she introduced Mrs. Megan McCollough to the Commission who would be assisting with the project. Commissioner Lawrence stated he wanted Mrs. Scott to see the project to the end. Mrs. Scott stated she was ready to spend “grandmother time” with her grandchildren. Further, Mrs. Scott stated that she would be willing to help, if needed, even after retirement.

**RESOLUTION for CDBG Grant**

**WHEREAS**, the Lee County Commission has been awarded a 2015 CDBG Community Enhancement Grant from the Alabama Department of Economic and Community Affairs in the amount of \$250,000.00 for the purpose of constructing a new Senior Center in the Beulah Community (Grant Number CY-CE-PF-15-006); and

**WHEREAS**, the County wishes to accept this grant award and agrees to provide a match of \$363,610 to make the project whole and be responsible for any cost overruns to complete the project;

**NOW, THEREFORE, BE IT RESOLVED**, that the Lee County Commission hereby authorizes its Chairman to sign all grant agreements, assurances, and certifications as required by the Alabama Department of Economic and Community Affairs.

**RESOLUTION for Lee-Russell COG Grant Administration**

**WHEREAS**, the Lee County Commission has been awarded a Community Development Block Grant from the Alabama Department of Economic and Community Affairs to construct a new Senior Center in the Beulah Community to meet the needs of the large number of seniors

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, DECEMBER 14, 2015**

residing in northeast areas of the County, and

**WHEREAS**, the Lee County Commission wishes to retain the services of Lee-Russell Council of Governments for grant administration associated with the Beulah Senior Center Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lee County Commission hereby authorizes its Chairman to execute a contract with Lee-Russell Council of Governments in the amount of \$34,000 for the administration of the Community Development Block Grant awarded for the Beulah Senior Center Project.

**LOCAL GOVERNMENT ADMINISTRATIVE CONTRACT**

Between

**THE LEE COUNTY COMMISSION**

and the

**LEE-RUSSELL COUNCIL OF GOVERNMENTS**

This Agreement, entered into as of this day, December 14, 2015, by and between Lee-Russell Council of Governments (herein called the CONTRACTOR) and The Lee County Commission (herein called the LOCAL GOVERNMENT). This Agreement concerns the CDBG Community Enhancement Beulah Senior Center Project awarded by the Alabama Department of Economic and Community Affairs; Project Number: CY-CE-PF-15-006.

**WITNESSETH THAT:**

**WHEREAS**, the LOCAL GOVERNMENT desires to engage the CONTRACTOR to render technical and professional services, hereinafter described in connection with the Community Enhancement Beulah Senior Center Project awarded by the Alabama Department of Economic and Community Affairs; Project Number: CY-CE-PF-15-006, as requested by the LOCAL GOVERNMENT officials.

**NOW, THEREFORE**, the LOCAL GOVERNMENT and the CONTRACTOR do mutually agree as follows:

**ARTICLE I – EMPLOYMENT OF CONTRACTOR**

The LOCAL GOVERNMENT agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in connection with the Beulah Senior Center Project for the LOCAL GOVERNMENT, for Administrative and Program Management services, in a professional and proper manner, as prescribed in accordance with accepted regulations and guidance of the Community Development Block Grant Program and Alabama Department of Economic and Community Affairs.

**ARTICLE II – SCOPE OF SERVICES FOR ADMINISTRATIVE ASSISTANCE**

The CONTRACTOR shall provide professional and technical assistance to the LOCAL GOVERNMENT to include, but not necessarily be limited to, the activities described in Attachment A.

**ARTICLE III – TIME OF PERFORMANCE**

Services to be provided shall commence upon November 24, 2015 and shall terminate upon final closeout approval of the project by the Alabama Department of Economic and Community Affairs.

**ARTICLE IV - GENERAL PROVISIONS**

a. Personnel - The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, DECEMBER 14, 2015**

b. Subcontractors - None of the work or services covered by this Contract shall be subcontracted without the prior approval of the LOCAL GOVERNMENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

c. Access to Materials - The LOCAL GOVERNMENT agrees to make available to the CONTRACTOR any maps, documents, and planning materials, or any other information in its possession or otherwise readily available, which has a direct bearing on the Program of the LOCAL GOVERNMENT, at no expense to the CONTRACTOR.

**ARTICLE V - COMPENSATION AND METHOD OF PAYMENT**

For services rendered under this Agreement, the LOCAL GOVERNMENT agrees to pay the CONTRACTOR for costs attributable to the services rendered (as described in ARTICLE II of this Agreement). The total amount to be paid under this section for services called for in ARTICLE II shall be \$35,000. Payment shall be made as work proceeds upon the review and approval of ADECA. (See Attachment A for more detail on the work to be performed.) The schedule of payment shall be as follows:

- a. When all grant conditions have been met, the grant agreement is fully executed and delivered to all parties, \$10,500.00, will be paid.
- b. Upon completion administrative activities listed in Addendum A and 50% of project construction, as certified by the project engineer, an additional \$12,250.00, will be paid.
- c. Upon completion of administrative activities listed in Addendum A and 75% of project construction, as certified by the project engineer, an additional \$8,750.00, will be paid.
- d. The remainder of the project administration fee, or \$3,500.00, will be paid upon notification of successful project closeout by the ADECA.

**ARTICLE VI - TERMS AND CONDITIONS**

- a. Termination of Contract for Cause/Breach of Contract - If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the LOCAL GOVERNMENT shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date to such termination. In such event, all finished and unfinished documents, data, studies, drawings, maps, models, photographs, and reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of the LOCAL GOVERNMENT become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the LOCAL GOVERNMENT for damages sustained by the LOCAL GOVERNMENT by virtue of any breach of the Contract by the CONTRACTOR, and the LOCAL GOVERNMENT may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the LOCAL GOVERNMENT from the CONTRACTOR is determined.

- b. Termination for Convenience of the LOCAL GOVERNMENT- The LOCAL GOVERNMENT may terminate this Contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the LOCAL GOVERNMENT, become its property.

If the Contract is terminated by the LOCAL GOVERNMENT as provided herein, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONTRACTOR shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, the above clause relative to termination shall apply.

- c. Changes- The LOCAL GOVERNMENT may, from time to time, request changes of the CONTRACTOR in the Scope of Services to be performed hereunder. Such changes, or

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renegotiation, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which is mutually agreed upon by and between the LOCAL GOVERNMENT and the CONTRACTOR, shall be incorporated in written Amendments to this Contract. The Contract may be extended under mutually agreed provisions, through a written Amendment to this document.

d. Assignability- The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same, without the prior written consent of the LOCAL GOVERNMENT: provided, however, that claims for money by the CONTRACTOR from the LOCAL GOVERNMENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the LOCAL GOVERNMENT.

e. Reports and Information- The CONTRACTOR, at such times, and in such forms as the LOCAL GOVERNMENT may require, shall furnish to the LOCAL GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

f. Findings Confidential- All of the reports, information, data, etc., given to, or prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL GOVERNMENT.

g. Publication, Reproduction and Use of Material- No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the CONTRACTOR in the United States or in any other country. The LOCAL GOVERNMENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

h. Compliance with Local Laws- The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U. S. Government, the State of Alabama, and the LOCAL GOVERNMENT(S).

i. Audits and Inspections/Access to Records/Record Retention- At any time during normal business hours and as often as the LOCAL GOVERNMENT, and/or representatives or examiners from ADECA, HUD and/or the COMPTROLLER GENERAL OF THE UNITED STATES may deem necessary, the CONTRACTOR shall make available for examination all of the records with respect to matters covered by this Contract and will permit the LOCAL GOVERNMENT, ADECA, HUD and/or COMPTROLLER GENERAL OF THE UNITED STATES to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this Contract for a period of 5 (five) years following completion of the contracted work and expiration of the Contract.

j. Title VI Civil Rights Act of 1964- Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

k. Section 109 of the Housing and Community Development Act of 1974- No persons in the United States shall on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

l. Interest of Members of the LOCAL GOVERNMENT and Other Local Public Officials- No officer, member or employee of the LOCAL GOVERNMENT and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or the carrying out of this Project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

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m. Conflict of Interest of the CONTRACTOR- The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

n. Officials Not to Benefit- No members of, or delegate to, the Congress of the United States of America, and no Resident Council Member, shall be admitted to any share or part hereof, or to any benefit to arise here from.

o. Rehabilitation Act of 1973, Section 504 Handicapped - Affirmative Action for Handicapped Workers (Applicable to Contracts of \$2,500 or greater):

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the CONTRACTOR'S non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights and applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including actions for noncompliance.

p. Age Discrimination Act of 1975 (Applicable to Contracts of \$2000 or greater)- No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

q. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities:

1. If the work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project Area and contract for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HOUSING and Urban Development

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set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The CONTRACTOR will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizing or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The CONTRACTOR shall include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

r. Section 3 Plan Format (for Contracts of \$10,000 and greater)- CONTRACTOR agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the LOCAL GOVERNMENT.

1. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the locality the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Affirmative Action Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.

7. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

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10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the CONTRACTOR, we, upon execution of this Contract, have read and fully agree to this Affirmation Action Plan, and become a party to the full implementation of this program.

s. Section 402 Veterans of the Vietnam Era (if \$10,000 or greater) Affirmative Action for Disabled Veterans of the Vietnam Era:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on their disability or veteran status in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees that all suitable employment openings of the CONTRACTOR which exist at the time of the execution of this Contract, and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the CONTRACTOR other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service system wherein the opening occurs. The CONTRACTOR further agrees to provide such reports to such local office(s) regarding the employment opening and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the Employment Service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bonafide job order, including the acceptance of referrals or veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the CONTRACTOR from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local office of the State Employment Service. Such reports shall indicate (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam Era hired; (3) the number of disabled veterans of the Vietnam Era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The CONTRACTOR shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying such data. Copies of the reports will be submitted until the expiration of one year after the final payment under this Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the CONTRACTOR becomes contractually bound to the listing provision of this clause, it shall advise the Alabama Employment Service system. As long as the CONTRACTOR is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of contracts. The CONTRACTOR may advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, The District of Columbia, Puerto Rico, Guam and the Virgin Islands.

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7. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which the CONTRACTOR proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his/her own organization or employer-union arrangement for that opening.
8. As used in this clause:
  - a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the CONTRACTOR proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  - b. "Appropriate office of the State Employment Service system" means the local office of the Federal-State national system of public employment offices with assigned responsibilities for serving the area where the employment opening is to be filled including the Districts of Columbia, Guam, Puerto Rico and the Virgin Islands."
  - c. "Openings which the CONTRACTOR proposes to fill from within his/her own organization" means employment openings for which no consideration will be given to persons outside the CONTRACTOR'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the CONTRACTOR proposes to fill from regularly established "recall" lists.
  - d. "Openings which the CONTRACTOR proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the CONTRACTOR proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the CONTRACTOR and representatives of his/her employees.
9. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
10. In the event of the CONTRACTOR'S non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
11. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the CONTRACTOR'S obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and shall outline the rights of applicants and employees.
12. The CONTRACTOR will notify each labor union or representative of workers with which it has a bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
13. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by the rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance programs may direct to enforce such provision, including action for non-compliance.
- t. Executive Order 11246-: The contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order

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11375 of October 13, 1967, and as supplemented by Office of Federal Contract Compliance Programs (OFCCP) of the Department of Labor regulations (41 CFR Chapter 60-4). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)

u. Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491) By signing this contract, grant, or other 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.

**ARTICLE VII - ADDITIONAL SERVICES OF CONTRACTOR**

If authorized in writing by the LOCAL GOVERNMENT the CONTRACTOR shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the LOCAL GOVERNMENT and the CONTRACTOR, and written authorization from the LOCAL GOVERNMENT to proceed, the CONTRACTOR will provide additional service. Examples of items considered as additional services shall include by not be limited to:

1. Formal and Informal Program Amendments
2. Environmental Impact Statements
3. Hazardous Site Negotiations
4. Legal or Expert Witness Testimony
5. Extended Contract Period caused by factors other than those under control of the CONTRACTOR.

**IN WITNESS THEREOF**, the LOCAL GOVERNMENT and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

**ATTACHMENT A - SCOPE OF SERVICES**

The following services will be provided throughout the entire project period:

1. Files

Design a records management system that can be easily used by responsible personnel within the LOCAL GOVERNMENT. Provide assistance in setting up and maintaining the program files to adequately demonstrate compliance with all pertinent requirements.

2. Meetings

Attend and represent the LOCAL GOVERNMENT's Community Development Program at meetings held by the State.

3. Labor Standards

Coordinate with State offices to obtain wage rate decisions concerning the Local Government's CDBG construction activities. Conduct the required pre-construction conference(s) and ensure that construction activities comply with Labor Standards regulations.

4. Financial Management

Assist in approving Alabama Department of Economic and Community Affairs related purchase requests with respect to programmatic and regulatory compliance. Prepare Requests for Payment to the Alabama Department of Economic and Community Affairs. Monitor financial transactions and records to ensure they comply with Federal and State requirements.

5. General Administrative

The above activities notwithstanding, provide general assistance, as appropriate, and when needed to assure that the grant program is performed and completed in a timely and competent manner. Responsibilities in this area shall include, but are not limited to, preparation of miscellaneous reports, correspondence and file documentation, meetings with various persons and agencies, and coordination specifically in response to requirements and requests of the Alabama Department of Economic and Community Affairs.

Article V, Section a

6. Environmental Review

In accordance with State regulations, perform the environmental review, prepare the Environmental Review Record, and prepare and distribute the necessary notices.

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7. Equal Opportunity

Assist the Local Government in its implementation of equal opportunity provisions. This shall include development of a Section 3 Implementation Plan and an Affirmative Action Plan as well as the 504 Assistance Plan.

Article V, Section b and Section c

8. Request for Proposal and Contract for Engineering Services

In the event that the project requires outside engineering services, develop appropriate contract documentation for engineering services and prepare the necessary justification statement for utilization of the engineering firm chosen by the Local Government. Said justification statement shall specifically include justification based upon the review of the proposals and selection of the firm by the Local Government. Fee negotiation will also be the responsibility of the Local Government.

9. Project Budgets and Schedules

Prepare project and program information with respect to debarment status on selected engineering and design firms to be engaged in public improvement contracts.

10. Contract Approval and Status

Review and approve contracts for compliance with State and Federal regulations and requirements.

11. Acquisition

In the event that project activities call for the acquisition of easements or other parcels, provide guidance to the Local Government to ensure compliance with the Real Property Acquisition regulations.

12. Project Management

Monitor generally the contract performance of the consultant with respects to project costs, schedules and performance.

Article V, Section d:

13. Grant Closeout

Assist the LOCAL GOVERNMENT with arrangements to conduct the required grant audit and prepare the necessary Grantee Performance Reports.

Judge English commented that due to the absence of Commissioner Long that he would present the second reading of Daniel Sexton as the District 3 representative on the Industrial Development Authority Board. Commissioner Harris made a motion to approve the following Resolution. The motion was seconded by Commissioner Eckman and carried on a vote of 3-0-1 with Commission Lawrence abstaining.

**BE IT RESOLVED**, the Lee County Commission does hereby appoint Daniel Sexton to the Industrial Development Board as the District 3 representative to serve a five-year term ending in December, 2020.

Commissioner Ham included in each Commissioner's packet a copy of the Spay and Neuter Program guidelines. Commissioner Ham stated if the Commission approved it, then he would present the guidelines to the Opelika City Council tomorrow night for their consideration. Judge English reiterated that this was only the agreement between the cities for funding commitments and not the actual agreement for services. County Administrator Roger Rendleman agreed and stated that once all the governmental entities were in agreement, then the particulars could be worked out at a later date. Commissioner Lawrence questioned which veterinarians could participate. Commissioner Ham stated that any veterinarian in the Auburn, Opelika and Smiths Station area are eligible to participate in the reimbursement program. After further discussion, Commissioner Ham made a motion, seconded by Commissioner Harris to approve the agreement as presented for consideration by the governmental entities, which carried unanimously.

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Commissioner Harris stated he had been contacted and asked to make a donation to the Auburn High School Girls Basketball team. Further, Commissioner Harris stated he felt it would be good if all Commissioners contributed. Other Commissioners stated that if the Commission supported the Auburn Girls Basketball program, then other groups would appear for support like the: football, baseball, volleyball, cheerleaders, fishing and many other groups. Judge English pointed out that there are six public high schools in the county, each with a number of extracurricular activities. Commissioner Ham stated he would match Commissioner Harris' contribution to the program. Commissioner Harris further challenged each Commissioner to make a donation also.

Judge English presented a memorandum in the packets proposing to cancel the second December meeting. Judge English stated he had talked to County Engineer Justin Hardee and Mr. Rendleman and both had stated there were no pressing items at this time necessary for a second December meeting. He also asked Sheriff Jones if it would interfere with his operations. Commissioner Lawrence made a motion, seconded by Commissioner Ham to cancel the second December meeting. Further, Judge English stated he could call an emergency meeting if the need arises. The motion carried unanimously.

Mr. Hardee requested the Commission reduce the current speed limit from 45 mph to 25 mph in Pine Brook Subdivision. Mr. Hardee stated that a traffic study confirmed the need to reduce the speed limit on Lee Roads 539, 540 and 541. Upon this request, Commissioner Lawrence made a motion to reduce the speed limit from 45 mph to 25 mph in Pine Brook Subdivision. The motion was seconded by Commissioner Ham and carried unanimously.

Mr. Rendleman presented two budget adjustments, as follows, to the FY2016 Budget. Mr. Rendleman asked to recognize an unallocated available fund balance of \$1,300,000 in the RRR fund so it can be brought forward into the current budget year. He also asked to allocate already designated General Fund balances of \$200,000 each for the annex expansion and north-end renovation of the Justice Center project.

1) <u>Fund 117 – RRR</u>		
Expenditures (Resurfacing Program)	\$1,300,000	
Fund Balance (Unassigned)		\$1,300,000
2) <u>Fund 001 – General Fund</u>		
Operational Transfer Out	\$200,000	
Expenditures (JC Repair & Maintenance)	\$200,000	
Fund Balance (Designated)		\$400,000
<u>Fund 116 – Capital Improvement Fund</u>		
Expenditures (Annex Project)	\$200,000	
Operational Transfer In		\$200,000

Upon this presentation, Commissioner Lawrence made a motion, seconded by Commissioner Ham to accept the budget adjustments as presented. The motion carried unanimously.

Sheriff Jones presented a club liquor license application for Fat Daddy's located in District 2. Sheriff Jones stated that no objections had been noted on the proposed issuance of this license. Commissioner Lawrence made a motion to approve the following Resolution. The motion was seconded by Commissioner Eckman. The motion carried on a vote of 3-0-1 with Commissioner Ham abstaining.

**BE IT RESOLVED**, the Lee County Commission does hereby approve the club liquor license application for **Fat Daddy's** located at 583 Lee Rd 53, Suites 577 thru 583, Auburn, AL.

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Commissioner Lawrence made a motion to add an educational reimbursement request to the Agenda. The motion was seconded by Commissioner Eckman and unanimously carried. Mr. Rendleman noted that the educational reimbursement request presented by Deputy Pamela Revels had been approved by the appointing authority, Sheriff Jones. Commissioner Eckman made a motion to approve the educational reimbursement request as presented. The motion was seconded by Commissioner Lawrence and the motion carried unanimously.

Commissioner Ham made a motion to add an item for Commissioner's travel approval to the Agenda. The motion was seconded by Commissioner Lawrence to add the item to the Agenda. The motion carried unanimously. Commissioner Ham stated there was an upcoming course in January called Legislative and Governmental Relations which introduces the ins and outs of the Alabama legislature. Commissioner Ham made a motion for any Commissioner wishing to attend the course. The motion was seconded by Commissioner Lawrence for discussion. Commissioner Lawrence questioned who was teaching the course. Commissioner Ham stated ACCA Director Sonny Brasfield and several legislators. After discussion, the motion passed unanimously.

County Engineer Justin Hardee presented an ATRIP update with a PowerPoint presentation. First, Mr. Hardee defined ATRIP or "Alabama Transportation Rehabilitation and Improvement Program" as the one-time program funding of over \$1 Billion into county and city roads and bridges in which all programs had to meet the regular Federal Aid guidelines for eligibility. Mr. Hardee further discussed the award stages and the progress of each. In the Round 1 funding Mr. Hardee explained that the focus was on resurfacing. Therefore, the decision to resurface Lee Road 240 because of its condition and the connectivity it provides to the Southeastern end of the county. The project on Lee Road 240 totaled 7.18 miles with a traffic count of over 5,000 vehicles per day at a construction cost of \$1,885,428.90. The work on Lee Road 240 began in June 2013 and was completed in September 2013. In Round 2 funding, Lee Roads 146 and 158 were resurfaced because of their conditions and the connectivity they provide to different areas of Lee County. The project on Lee Road 146 totaled 8.76 miles with a traffic count of over 5,000 vehicles per day at a construction cost of \$1,390,785.90. The work on Lee Road 146 began in August 2014 and was substantially completed in December 2014. The project on Lee Road 158 totaled 7.24 miles with a traffic count of over 1,000 vehicles per day at a construction cost of \$2,141,862.73. The work on Lee Road 158 began in November 2014 and was substantially completed in March 2015. Mr. Hardee noted that 75% of roads in the county were not eligible for the ATRIP money because they did not meet the necessary criteria. Mr. Hardee noted that the focus of the Round 3 ATRIP funds was shifted to address the deteriorating bridges in the county. Lee County applied for and received funds for five more resurfacing projects and 15 bridge replacement projects. Of the 20 projects awarded in Round 3, one project has been completed and four other projects are currently under construction. The one completed project is the Lee Road 10 bridge project which included a 115' single span bridge with a traffic count of over 2,600 vehicles per day at a construction cost of \$835,057.25. The work on the Lee Road 10 bridge project began in January 2014 and was completed in May 2014, due to the fact that the county crews worked alongside the contractor to complete the job early. Mr. Hardee gave the following statistics for the 15 bridges: one bridge completed (Lee Road 10); three bridges currently under construction; two bridges under contract; and nine bridges still in plan design/right-of-way acquisition. Further, Mr. Hardee gave the following statistics for the eight resurfacing projects: three projects completed (over 23 miles); one project currently under construction; and four projects in the plan design stage/specific project timing.

Additionally, Mr. Hardee mentioned the ACCA Drive Alabama Campaign, which could be an ongoing additional funding source, not a one-time funding program like the ATRIP Program. Mr. Hardee explained that without an increase in recurring funding for the transportation system, Lee County will be back to a 57-year resurfacing cycle and over a 100-year bridge replacement cycle. Commissioner Harris stated he would like to discuss setting-up a work session at the first meeting in January, because he wants to present some ideas to the

**MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, DECEMBER 14, 2015**

Commission.

At approximately 6:05 p.m., Commissioner Lawrence made a motion to adjourn. The motion was seconded by Commissioner Ham and unanimously carried.

Minutes approved:

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Chairman

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Commissioner, District 1

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Commissioner, District 2

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Commissioner, District 3

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Commissioner, District 4

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Commissioner, District 5