

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 14th day of June, 2021. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Holmes	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2
Legal Counsel:	
Christopher A. Smith	County Attorney

Chairman Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner Hackworth.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Parker moved, seconded by Commissioner Garner that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion unanimously approved. Agenda is herein recorded and made a part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Hackworth that the minutes of the last regular meeting of the Commission be approved for recording. Commissioner Holmes stated the he would abstain from voting on this motion since he was absent from the last regular meeting. There being no further discussion and upon vote taken, motion approved.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve a resolution to authorize a budget amendment for a recently approved Memorandum of Understanding with the City of Florence and the Lauderdale County Correction Authority. This MOU outlines the responsibilities of each party regarding the use of the Lauderdale County Work Release Center as court processes return to normal after COVID-19 restrictions. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Parker to approve a resolution to authorize a Commercial Lease Agreement with the City of Florence Board of Education. This twelve-month agreement becomes effective January 1st, 2022, and outlines the obligations of all parties, including rent in the amount of thirteen thousand dollars per month. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and agreement are herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution to authorize new rules and regulations for Brush Creek Park as it pertains to primitive camping facilities and park activities. The Commission approves the new Brush Creek Park Rules & Regulations, effective June 1st, 2021. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and Rules & Regulations are herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve a resolution to authorize a resolution of support for the Second Amendment of the United States Constitution. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve a resolution to authorize the removal of certain inventory items submitted by various departments to be sold or disposed of accordingly. These items include two trucks for the Road Department, two trucks for Solid Waste and several phone systems owned by the County and itemized on the resolution. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a resolution to authorize a donation to the St. Florian Oktoberfest to be held October 1st and 2nd, 2021. The donation of five thousand dollars will be paid out of tourism and any budget amendment needed for this donation is herein approved. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Garner to approve a resolution to authorize a Boundary & Topographic Survey of property jointly purchased by Lauderdale County and the City of Florence. The survey will be performed by White, Lynn, Collins & Associates, Inc. of Florence, Alabama, at a cost of five thousand dollars. Any budget amendment needed for this process is herein approved. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

In compliance with bid laws of the State of Alabama, sealed bids were advertised for Bid LA 2021-6 "Various Print Bids". Bids were received and publicly read aloud on June 11th, 2021. Chairman Pettus asked Lauderdale County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that only one bid was submitted for Wheeler Park Reservation Cards by Printers & Stationers at a price break cost of one hundred sixty-nine dollars for a quantity of two thousand. Ms. Bryant recommends we award this bid. Commissioner Parker motioned, seconded by Commissioner Garner to award the bid. There being no discussion and upon a vote taken, motion unanimously approved. Bid is awarded to Printers & Stationers of Florence, Alabama. Bid tabulation sheet is recorded and made part of these minutes.

All invoiced bills were audited, allowed and ordered to be paid upon by a motion made by Commissioner Parker and seconded by Commissioner Garner. There being no discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED MAY 24, 2021 THROUGH JUNE 13, 2021

GENERAL-SPECIAL
CHECK #57635-57691

\$766,701.53

AGRI-BUSINESS FUND CHECK #3885-3888	\$2,624.25
LEPA FUND CHECK #8587-8595	\$5,261.56
GASOLINE TAX FUND CHECK #17820-17838	\$291,278.53
PUBLIC BLDG., R & B SPECIAL CHECK #N/A	\$0.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK #N/A	\$0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK #N/A	\$0.00
RRR GASOLINE TAX FUND CHECK #711	\$27,368.94
REAPPRAISAL FUND CHECK #12058-12066	\$31,578.27
REAPPRAISAL MONEY MARKET CHECK #N/A	\$0.00
TOURISM, REC. & CONVENTION FUND CHECK #566	\$5,000.00
RSVP FUND CHECK #17732-17740	\$2,813.97
CHILD PROTECTION FUND CHECK #1252	\$1,832.86
REBUILD ALABAMA GAS TAX FUND CHECK #N/A	\$0.00
REBUILD ALABAMA DIESEL TAX FUND CHECK #N/A	\$0.00
FEDERAL AID EXCHANGE FUND CHECK #N/A	\$0.00
WORKPLACE DEVELOPMENT CENTER FUND CHECK #N/A	\$0.00
SPECIAL GRANTS FUND CHECK #N/A	\$0.00
CORONAVIRUS RESCUE ACT FUND CHECK #N/A	\$0.00
CDBG FUND CHECK #N/A	\$0.00
SOLID WASTE FUND CHECK #8408-8424	\$239,539.07
ACCOUNT PAYABLE FUND CHECK #44299-44379	\$882,672.42
FIRE PROTECTION FEE FUND CHECK #N/A	\$0.00
INDUSTRIAL DEVELOPMENT TAX FUND CHECK #1212	\$373,232.91

TOBACCO TAX FUND		\$5,390.00
CHECK #3117-3119		
TVA TAX FUND		\$0.00
CHECK #N/A		
	TOTAL:	\$2,635,294.31

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period:

Hattie Buckmon of Madison Ann Lane in Florence stated that she is concerned about the condition of the road in front of her home. She asked the Commissioners about options for improving the condition of the road as she recalls repairs being made to the road in the past. It was determined that former repairs would have been a requirement of the Lauderdale County Board of Education as it relates to roads that school buses must travel on to pick up children, which no longer occurs on this road and is unrelated to Lauderdale County road specifications. It was further determined that the road is on private property and Lauderdale County is prohibited from making repairs to roads that are on private property unless certain road standards are met. Ms. Buckmon was given the name of the property owner and it was recommended that she contact him about getting the road to Lauderdale County standards since that would be a requirement before any further action by the Commission would be considered since roads may be adopted by Lauderdale County for road maintenance if certain requirements are met.

Angela Poole of Madison Ann Lane in Florence stated similar concerns about the condition of Madison Ann Lane. Ms. Poole also stated concerns about the safety of exiting Chandler Drive onto Cloverdale Road and the hill that causes limited sight distance and speeders causing a problem with safely turning onto Cloverdale Road. Chairman Pettus let Ms. Poole know that Cloverdale Road would be the responsibility of the Alabama Department of Transportation and he gave Ms. Poole the number to contact for this concern.

Tony Latham, pastor to Ms. Buckmon and Ms. Poole, was present to support their concerns. Mr. Latham thanked the Commissioners for listening to the concerns and pleaded with them to do as much as they can for this situation, as it is in their power to do so.

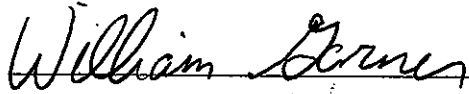
Jimmy Glass, Mayor of Anderson, thanked the Commission for respecting the constitution and laws of the state and stated that he appreciates all the department heads for all they do for Lauderdale County and the Sheriff's Department for all they do for the safety of the community.

There being no further business to come before the Commission and upon a motion made by Commissioner Garner and seconded by Commissioner Parker, the meeting was duly adjourned until the next regular meeting subject to call.

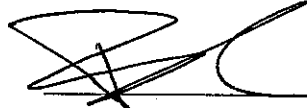
LAUDERDALE COUNTY COMMISSION



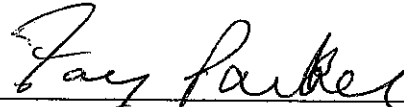
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION

REGULAR MEETING AGENDA

June 14th, 2021

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Hackworth
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS
Per Rules of Procedure there is a three-minute time limit

B. REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Work Release MOU Budget Amendment
4. Resolution—BOE Commercial Lease Agreement
5. Resolution—Brush Creek Park Rules & Regulations
6. Resolution—Second Amendment Support
7. Resolution—Remove Inventory Items
8. Resolution—St. Florian Oktoberfest Donation
9. Resolution—Boundary & Topographic Survey
10. Bid LA 2021-6 “Various Printing Jobs”
11. Audit and Approve Invoiced Bills

C. SCHEDULED PUBLIC HEARINGS – none

D. STAFF REPORTS

E. PUBLIC COMMENT PERIOD (Per Rules of Procedure there is a three-minute time limit)

F. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission recently entered into a Memorandum of Understanding with the City of Florence and the Lauderdale County Community Corrections Authority regarding the use of the Lauderdale County Work Release Center as a holding facility once court procedures return to normal levels following COVID-19 restrictions.

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission, that any budget amendment needed for this effort is approved.

Done this the 14th day of June, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

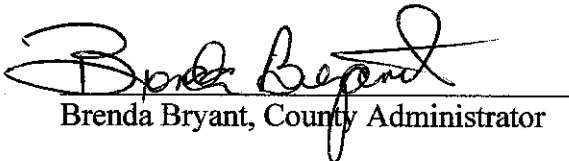


Brad Holmes, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County being full owner of the Government building located at 102 South Court Street, Florence, Alabama; and

WHEREAS, having given the Florence Board of Education a 12-month notification to terminate their existing lease agreement with new agreement effective January 1st, 2022; and

WHEREAS, the Commission has determined the new twelve-month agreement, effective January 1st, 2022, will consist of monthly rent in the amount of thirteen thousand dollars per month.

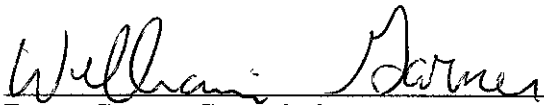
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the new lease agreement included with this resolution will be given to the Florence Board of Education and become effective January 1st, 2022.

Done this the 14th day of June, 2021.

LAUDERDALE COUNTY COMMISSION



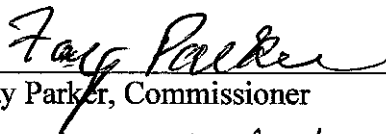
Danny Pettus, Chairman



Roger Garner, Commissioner

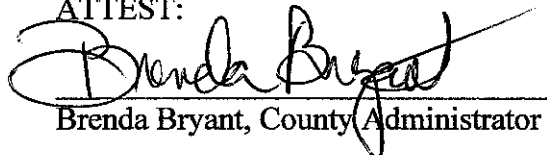
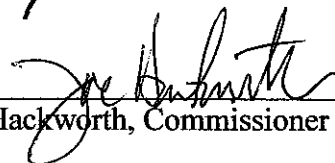


Brad Holmes, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

STATE OF ALABAMA

LAUDERDALE COUNTY

COMMERCIAL LEASE AGREEMENT

PURSUANT TO THE TERMS OF THIS LEASE AGREEMENT, dated January 1, 2022, by and between **Lauderdale County, Alabama**, hereinafter referred to as "**Lessor**", and the **Board of Education City of Florence, Alabama**, hereinafter referred to as "**Lessee**", Lessee offers to lease from Lessor a part of the premises situated in the City of Florence, County of Lauderdale, State of Alabama, described as the sixth floor of the Government Building located at 102 South Court Street, Florence, Alabama 35630.

1. **TERM:** The term will commence January 1, 2022, and end on December 31, 2022, unless terminated as provided in this Lease.
2. **RENT AND INITIAL COSTS:** The Lessee is required to pay rent during the term of this lease in the amount of \$13,000.00 per month, due by the 10th or each month. The cost of utilities is included in this amount.
3. **USE:** The premises are to be used for the operation of the administrative office of the Lessee and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. The Lessee understands and agrees that the overhead lights are not on between 9:30 pm and 6:30 am.
4. **USES PROHIBITED:** Smoking is prohibited throughout the entire building by the Lessee, his/her/its employees, clients, customers, guests or invitees. Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
5. **PARKING:** The parking lot lying South of the building is exclusively for use by customers or clients of the tenants. During business hours the tenants and their employees will not use this parking lot. Parking is also prohibited in the covered drive-thru between the building and the parking lot, except for loading and unloading. Tenants and their employees are encouraged to park in the City's parking deck and are strongly encouraged not to use the metered public spaces around the building, so there will be adequate parking for customers.
6. **SECURITY:** The Lessee is furnished keys for the South entrance door to the building and agrees not to have these reproduced. On Saturdays, Sundays, holidays and after business hours, the South entrance door will remain locked. Lessee may use key to enter and exit building.
7. **CONDITIONS OF PREMISES:** Lessee acknowledges that the premises are in good condition and accepts the same and agrees to maintain the interior of the leased premises in the same condition, order and repair as they are in at the commencement of said Lease term, excepting only reasonable wear and tear and alterations or renovations made with written consent of Lessor. Lessee will be responsible for cleanup and repairs required in this lease upon vacation of the property.
8. **CLEAN-UP:** The Lessee will be solely responsible for clean-up and waste disposal on the sixth floor during the term of this Lease.

- 9. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without written consent will be void and, at the option of the Lessor, will terminate this Lease.
- 10. ORDINANCE AND STATUTES:** Lessee will comply with all statutes, ordinance and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court proceeding affecting the use of the leased premises will, at the option of the Lessor, be deemed a breach of the Lease.
- 11. MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee shall, at its own expense, maintain the premises in a good and safe condition. The Lessor will maintain the lights and the HVAC system that serves the entire building. The premises will be surrendered, at termination of the Lease, in as good a condition as received, normal wear and tear excepted. Telephone and internet installation and set up are the sole responsibility of the Lessee. No improvement or alteration of the premises will be made without the prior written consent of the Lessor. The responsibility of the payment for any renovations shall be the sole responsibility of the Lessee. Prior to the commencement of any substantial repair, improvement or alteration, Lessee will give Lessor at least two (2) weeks written notice.
- 12. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises and will permit Lessor, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times
- 13. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense, including reasonable attorney's fees, incurred by Lessor in defending any such claims.
- 14. LESSEE'S PERSONAL PROPERTY:** All personal property placed or moved in the premises above described shall be at the sole risk of the Lessee, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of the occupants of the building or of any other person whomsoever.
- 15. LESSEE'S INSURANCE:** Lessee, at its expense, will maintain general public liability insurance with a minimum coverage of \$1,000,000.00 naming Lessor as additional insured. Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured prior to occupancy of the premises. The policy will require thirty (30) day's written notice to Lessor prior to cancellation or material change of coverage.
- 16. LESSOR'S INSURANCE:** Lessors will maintain hazard insurance covering the building throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, trade fixtures or loss of use by Lessee.
- 17. UTILITY CHARGES:** Lessor agrees that charges for gas, electricity, water and sewer are included in the monthly rent amount of \$13,000.00.
- 18. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the Lessee, Lessee waives any and all rights of subrogation which might otherwise exist.

19. **SIGNS:** Lessee will not place, maintain or permit any sign on any door, wall or window of the Government Building without the express written consent of Lessor.
20. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned to the Lessor, at the option of Lessor.
21. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains that is suitable for occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemner acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided that Lessor may at their option, terminate this Lease as of the date the condemner acquires possession. In the event that the premises are condemned in whole, or the remainder is not suitable for use by the Lessee, their Lease will terminate upon the date which the condemner acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor except that Lessee will be entitled to retain any amount awarded to it for its moving expenses.
22. **TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all of its trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.
23. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.
24. **HAZARDOUS MATERIALS:** Lessee will not use, store or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business and are in compliance with all environmental laws. Hazardous substance means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
25. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
26. **DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at their option, terminate the Lease and recover from Lessee any amount necessary to compensate Lessor for all the detriment caused by the Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If a breach of any provision of this Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. These provisions will not limit any other rights or remedies the Lessor may have.

- 27. ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney's fees.
- 28. WAIVER:** No failure of Lessor to enforce any provision of this Lease will be deemed to be a waiver of that provision or any other provision.
- 29. NOTICES:** Any notice which either party may or is required to give will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at their current address, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five days after mailing, or on personal delivery, or when receipt is acknowledged in writing. Notice to the Lessee may also be made by the Lessor placing the notice on the entrance door of the leased premises.
- 30. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Lessor, will be a month-to-month tenancy at the same monthly rental amount in effect at the expiration of the Lease payable in advance and will be subject to the terms of this Lease, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days written notice.
- 31. HEIRS, ASSIGNS AND SUCCESSORS:** This Lease is binding upon and is to the benefit of the heirs, assigns and successors of the parties.
- 32. AD VALOREM PROPERTY TAX:** Lessor will pay all ad valorem real property taxes. The Lessee will be responsible for the ad valorem taxes on its personal property.
- 33. AMERICANS WITH DISABILITIES ACT:** The Lessee is alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The Lessee is advised to consult with a professional familiar with the requirements of the Act.
- 34. LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.
- 35. OPTION TO TERMINATE:** The Lessee shall have the right to terminate this Lease upon giving Lessor written notice ninety (90) days prior to the intended termination date. This option to terminate the Lease without cause in no way limits the Lessor's right to terminate this Lease, at any time, in the case of default by the Lessee pursuant to the terms of Paragraph 26.
- 36. ESTOPPEL CERTIFICATE:**
- (a) On ten (10) day's prior written notice from Lessor, Lessee will execute, acknowledge and deliver to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor, or specifying such defaults, if any, are claimed. Any such statement may be conclusively relied upon by any prospective buyer or mortgagee of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease and will be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statement will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

37. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The undersigned Lessee acknowledges that its duly authorized representative has thoroughly read and approved each of the provisions contained in this Lease Agreement and agrees to the terms and conditions specified.

The undersigned Lessee acknowledges that its authorized representative (i) has thoroughly read and approves each of the provisions contained in this Commercial Lease Agreement, (ii) agrees to the terms and conditions specified, and (iii) certifies that he or she is authorized to execute this Commercial Lease Agreement in the name and on behalf of the Lessee.

Lessee: Board of Education of the City of Florence, Alabama

By: _____ Date: _____

Its: _____

ACCEPTANCE

The undersigned Lessor agrees to lease the Leased Premises on the terms and conditions set forth in this Commercial Lease Agreement.

Lessor: Lauderdale County, Alabama

By: Danny Lethen Date: 6/22/21

Its: Brandon Bryant

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County Brush Creek Park is open to the public for primitive camping purposes and other park related activities at no cost to visitors; and

WHEREAS, it has become necessary to develop rules and regulations for the park so that everyone understands the restrictions and obligations of all parties in order to maintain facilities that can be enjoyed by all citizens.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the Brush Creek Park Rules and Regulations attached hereto be adopted as of June 1st, 2021 and be distributed to all current and future campers visiting the park.

Done this the 14th day of June, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner




Brad Holmes, Commissioner

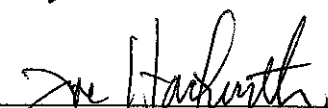


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

BRUSH CREEK PARK RULES AND REGULATIONS

- This park is for recreational use only and stays are limited to a maximum of 30 days.
- Only one (1) camping area per registered camper is allowed.
- All RVs, campers and motor vehicles must have current license and tag and be registered with the park attendant within 24-hours of arrival.
- No more than two (2) registered vehicles are allowed to be parked at the campsite at any time and registration tag must be visible on windshield of vehicle(s) at all times.
- All other vehicles must be parked in the public parking areas.
- Any registered camper, vehicle, tent or property left unoccupied or unattended for 48 hours will be towed or removed from the park at the property owner's expense.
- Any registered camper staying the 30-day maximum must leave the park for at least seven (7) days before returning to the park for any additional stay.
- For 30-day stays, all campers, tents and vehicles must be removed from the park by 2pm on day 30 or they will be towed or removed from the park at the property owner's expense.
- No camping is allowed within 25 feet of shelters, restrooms or other park structures.
- No extra traffic or generators allowed between the hours of 10:00pm and 6:00am.
- All garbage must be placed in park trash receptacles, which are collected daily. No littering.
- Do not place any dead animals or carcasses such as fish or fish remains in trash receptacles.
- Not responsible for theft or loss of any kind while on park property.
- Speed limit 10 MPH inside park.
- No all-terrain vehicles (4 wheelers), mini-bikes or go-carts allowed in park.
- No lifeguard on duty: swim at your own risk.
- Pets must be kept inside or on a leash at all times (leashes must not exceed 6 feet).
- Shelters/pavilions must be reserved to assure availability prior to use.
- Do not cut, damage, pull up or drive nails in trees or shrubs.
- Fires shall be confined to fire pits.
- Hang lanterns on lantern hangers. Do not hang lanterns from trees or other park structures.
- Campers may be asked to temporarily move or relocate for maintenance work.
- The park is closed to commercial activities with the exception of commercial fishermen who may use the boat ramp only to launch and load their boats.

**Anyone violating these rules will be asked to leave the park immediately.
Violators may be banned from the park.**

**RULES AND REGULATIONS MAY CHANGE AT ANY TIME WITHOUT NOTICE
MANAGEMENT HAS THE RIGHT TO ENFORCE ANY AND ALL RULES
AND MAY BE CONTACTED AT (256) 760-5878 OR (256) 760-5750**

Effective June 1, 2021

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission supports the Second Amendment of the United States Constitution.

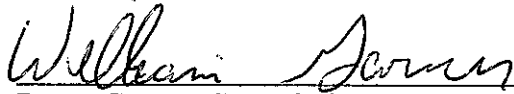
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the attached Second Amendment Support Resolution be adopted for Lauderdale County.

Done this the 14th day of June, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner

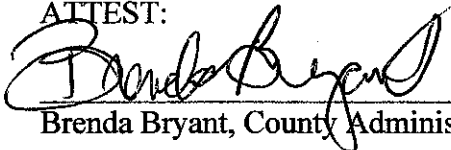


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**SECOND AMENDMENT SUPPORT RESOLUTION
FOR
LAUDERDALE COUNTY, ALABAMA**

WHEREAS the Lauderdale County Commission, the governing body of Lauderdale County, Alabama desires to express in the strongest terms possible, its support for individual gun rights for its citizens as protected by the Second Amendment of the United States Constitution, and hereby places this resolution on the public record and official minutes of the Commission, the following findings and resolution, to wit;

A: The Second Amendment to the Constitution of the United States of America states, “a well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed”; further, the right to keep and bear arms is further protected from infringement by state and local governments under the ninth, tenth, and fourteenth amendments to the Constitution of the United States.

B: The State of Alabama, through its legislature, passed a bill which was signed into law by the Governor and codified as Ala. Code § 13a-11-61.3 which states that “the purpose of this section (Ala. Code § 13a-11-61.3) is to establish within the legislature complete control over regulation and policy pertaining to firearms, ammunition, and firearm accessories in order to ensure that such regulation and policy is applied uniformly throughout the state to each person subject to the state’s jurisdiction and to ensure protection of the right to keep and bear arms recognized by the Constitution of Alabama and the United States.”

C: The question of the Second Amendment of the Constitution applying to individual citizens was settled in the affirmative by the Supreme Court case of **DISTRICT OF COLUMBIA V. HELLER**. In that case, Justice Scalia, writing for the majority stated that the Second Amendment protects the individual’s the right to possess a firearm unconnected with the service in a militia and the right to use that firearm in traditionally lawful purposes, such as self-defense within the home.

D: Acting through the United States Constitution, the people created government to be their agent in the exercise of defined powers while reserving to the citizens the right to decide on matters concerning their life, liberty, and property in the ordinary course of affairs. Further, section 1 of the fourteenth amendment of the United States Constitution states, “no state shall make or enforce any law which shall abridge the privileges or immunities of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny any person within its jurisdiction equal protection of the laws.” Additionally, the Supreme Court of the United States recognized in **MCDONALD V. CITY OF CHICAGO** that the Second Amendment to the Constitution was incorporated by the fourteenth amendment and thereby made applicable to the states.

E: The Lauderdale County Commission, in terms that are straightforward and unambiguous, intends to offer support for any effort to protect its citizen's right to keep and bear arms and hereby states that it will utilize any lawful means in its power to oppose any unconstitutional effort by Federal or State government to infringe upon said individual citizen's second amendment rights.

NOW THEREFORE, the Lauderdale County Commission, the governing body of Lauderdale County, Alabama, does hereby resolve and declare as follows:

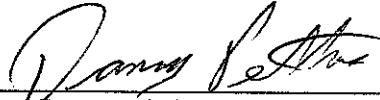
1. The right to keep and bear arms by the citizens of this county and state, being an established, fundamental Constitutional right, the Lauderdale County Commission hereby states its firm and unequivocal right to support all lawful efforts to oppose any attempt of infringement of said second amendment rights by any government or agent thereof. Further, the commissioners of Lauderdale County, Alabama desire and publicly communicate to state and federal elected officials their concern that state and federal laws not be enacted that dilute or violate the important Second Amendment rights of the citizens of Lauderdale County, Alabama and to set forth by this resolution their support for the protection of all law abiding right to bear arms and protect the Second Amendment to the United States Constitution.

2. The Lauderdale County Commission believes that all unconstitutional laws, acts, rules, orders and regulations which infringe on the peoples' right to keep and bear arms according to the United States Constitution and Alabama's state Constitution, must be opposed. The commission further believes that no person should be forced to violate their oath to abide by and uphold the constitution of the State of Alabama by following unconstitutional laws and orders.

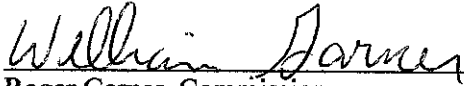
3. Lauderdale County Commission further states, for the record, this resolution does **NOT** intend to offer support to bear arms to persons who have been convicted of felony crimes or who are prohibited from possessing firearms under Federal and State Law.

4. This resolution is not intended and does not purport to prohibit or affect in any way, the prosecution of crimes for which the use, possession of a firearm as an element of a crime or aggravating factor or enhancement to said crime of any otherwise independent crime and prosecution.

LAUDERDALE COUNTY COMMISSION



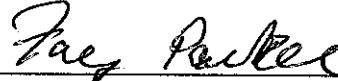
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner

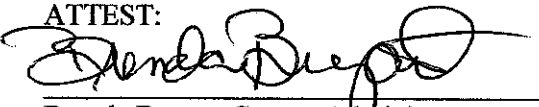


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the following Lauderdale County Departments have requested the items listed be removed from inventory to be sold or disposed of:

Road Dept	2015 Ford Explorer VIN#1FM5K8AR5FGC66511 (Asset #8268) 2005 Ford F450 VIN#1FDXF46P25EA24847 (Asset #5413)
Solid Waste	2012 Mack GU813 with 25-yard H.C. McNeilus Body VIN#1M2AX13C7CM015292 (Asset #7625) 2010 Mack GU813 VIN #1M2AX13C9AM010267 (Asset #7374)
Phone Systems	Courthouse - Samsung Phone System for County (Asset #8262) License Commissioner - Eon Enterprise IP Phone System (Asset #7320) Detention Center - Norstar Administrative Phone System (Asset #2459) Solid Waste - New Solid Waste Building Phone System (Asset #5222)

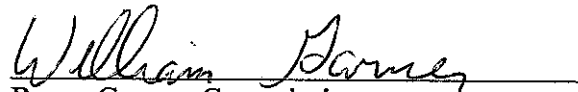
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the assets described above will be removed from inventory and sold or disposed of accordingly.

Done this the 14th day of June, 2021.

LAUDERDALE COUNTY COMMISSION



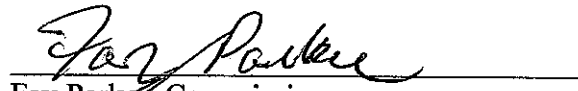
Danny Pettus, Chairman



Roger Garner, Commissioner

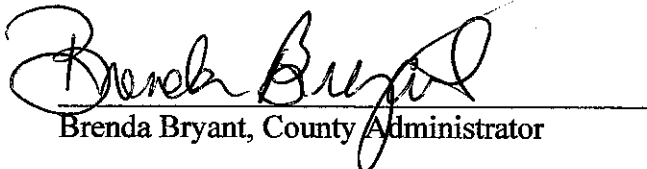


Brad Holmes, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, international trade and relations, peace understanding and goodwill; and

WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education while promoting intercultural understanding and appreciation of Lauderdale County's geography, history and culture.

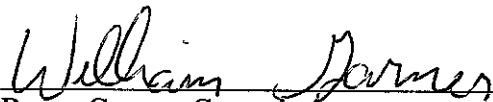
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission, in recognition of the 2021 St. Florian Oktoberfest event, scheduled for October 1st & 2nd, 2021, hereby sponsors event activities with a donation of \$5,000.00 to be paid to the Town of St. Florian from the Tourism Fund. Any budget amendment needed for this expenditure is hereby authorized and approved.

Done this the 14th day of June, 2021.

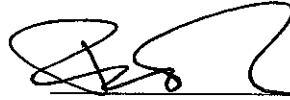
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



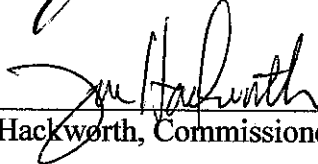
Roger Garner, Commissioner



Brad Holmes, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County and the City of Florence jointly purchased property located at the south end of Court Street and Pine Street in Florence for future development; and

WHEREAS, White, Lynn, Collins & Associates, Inc. of Florence, Alabama, will perform a Boundary and Topographic Survey of the proposed area according to the attached proposal at a cost of five thousand dollars.

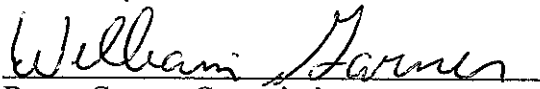
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the attached proposal is approved and any budget amendment needed for this survey is approved.

Done this the 14th day of June, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



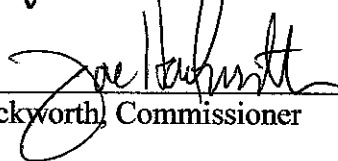
Roger Garner, Commissioner



Brad Holmes, Commissioner

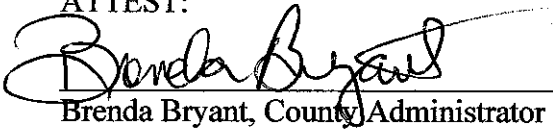


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

June 10, 2021

Lauderdale County Commission
P.O. Box 1059
Florence, Alabama 35631

Reference: Surveying Services
EMA 911 Area
Veterans Drive / Pine Street
Florence, Alabama

White, Lynn, Collins and Associates, Inc., (WLC) is pleased to present the following proposal to the Lauderdale County Commission (Client) for Surveying Services as required for a Boundary and Topographic Survey of the above area for a proposed EMA 911 building. Based on our discussions with Mr. Calvin Durham regarding this project, WLC proposes the following scope of services and associated fees:

SCOPE OF WORK:

Item #1: Boundary and Topographic Survey:

WLC will perform a Boundary and Topographic Survey of the proposed area (**as per the attached drawing**). The limits of the Topographic Survey will be to the centerline of Veterans Drive, Pine Street and Crest Street. Along with all of Bluff Street from Pine Street to Mitchell Boulevard, the alley running north & south from Veterans Drive to Mitchell Boulevard and to the edge of pavement of Mitchell Boulevard. With regards to the Topographic Survey, WLC will provide 1 foot interval contours and permanent benchmarks with coordinates that can be relocated if removed. WLC will provide rim and invert elevations of stormwater structures and sanitary sewer manholes which are in the survey area and are accessible. WLC will field locate all utilities that are marked (painted lines) by **Alabama 811 (1-800-292-8525), along with the City of Florence GIS Utilities maps. Alabama 811 will not mark utilities off of the right-of-way on private property. Also, Alabama 811 is not obligated to mark utilities for engineering and surveying**

COMPENSATION:

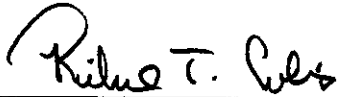
Item #1: Boundary and Topographic Survey \$5,000.00 (Lump Sum)

CONDITIONS:

Any additional requirements requested by the Client that are not described in the scope of work will constitute extra work. Extra work, ordered and authorized by the Client, will either be performed using our standard hourly rates (see attached Fee Schedule), by an amendment to this proposal, or under a separate proposal whichever the Client prefers.

Should this project be canceled by any party prior to our work being completed, our fee will be based on work completed to date using our current Fee Schedule. (Attached) Otherwise, work to date will be invoiced monthly with the balance due at the completion of the project unless otherwise specified.

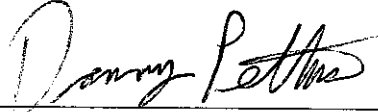
If this proposal is satisfactory, please sign and return one executed copy as authorization to proceed with this work.



White, Lynn, Collins and Associates, Inc.
Richard T. Collins, President


Date 06/10/2021

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Lauderdale County Commission
Mr. Danny Pettus, Chairman

Date 6/14/21

Attest: 

Lauderdale County Commission
Ms. Brenda Bryant, County Administrator

Date: 6/14/21

JANUARY 2021

FEE SCHEDULE

PRINCIPAL ENGINEER.....	\$120.00
REGISTERED SURVEYOR.....	\$120.00
STRUCTURAL ENGINEERING DESIGN.....	\$150.00
DESIGN ENGINEER.....	\$90.00
COMPUTER AIDED DRAFTING WITH OPERATOR.....	\$55.00
DRAFTSMAN / PARTY CHIEF FOR SURVEY CALCULATIONS.....	\$55.00
CLERICAL.....	\$40.00
INSPECTOR.....	\$60.00
RECORDS RESEARCH.....	\$60.00
SURVEY CREW WITH GPS EQUIPMENT.....	\$140.00
(OVERTIME & HOLIDAYS - \$ 210.00 PER HOUR)	

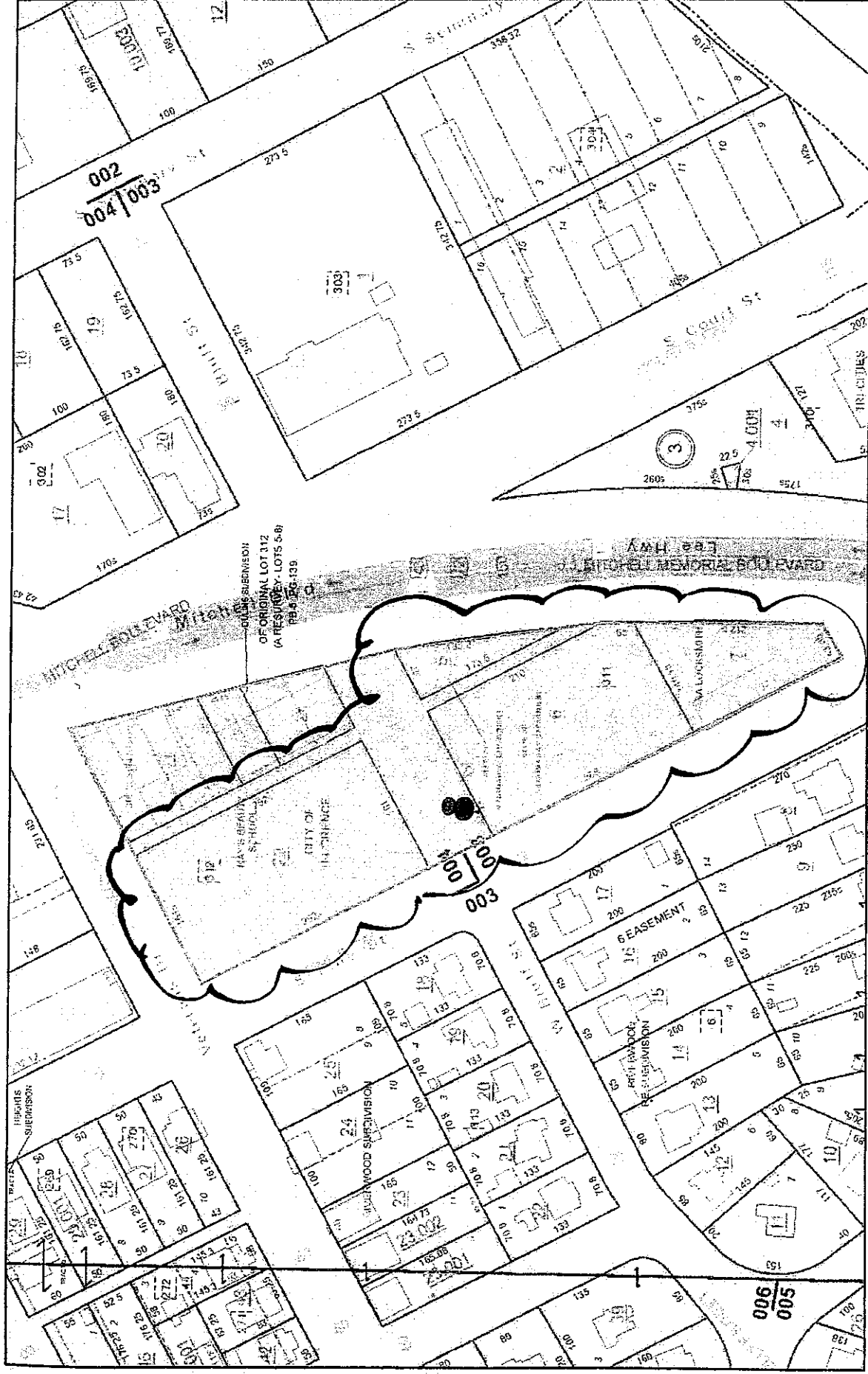
NOTE: All rates are per hourly basis and portal to portal.

Outside Consultants (photogrammetry, etc.)..... Cost + 20%

Miscellaneous supplies and equipment above normal surveying & engineering requirements
(Must be approved in writing by authorized personnel).....Cost + 20%

Travel to jobs greater than 25 miles from our office will be charged at \$ 0.45 per mile.

Viewer Map



May 26, 2021

pointLayer	Override 1	Misc_Lines	Unknown	Landhook_Line	Corporate
●	■	—	—	—	■
	■	—	—	---	■
	■	—	—	---	■
	■	—	—	---	■

1.2,257
0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

LA-2021-6

BID ITEM: "Various Printing Jobs"
OPENING: Friday, June 11, 2021
DATE MAILED: Tuesday, June 1, 2021

	NO BID	LOW BID	NO RESPONSE	WHEELER PARK - RESERVATION CARDS
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801				
First Impressions 459 James Road Hampton Cove, AL 35763				
Herald Printing 328 N. Pine Street Florence, AL 35630				
Printer & Stationers 113 N Court Street Florence, AL 35630				(1,000) 114.00 (2,000) 169.00
Diversified Companies, LLC Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416				
IMS Enterprises 3115 Northington Ct Florence, AL 35630				

→ yes to price break per Cindy