

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 11th day of October, 2022. 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
Fay Parker	Commissioner, District 2
Joe Hackworth	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 Holmes.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Parker moved, seconded by Commissioner Hackworth 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 Garner that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion unanimously approved.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a resolution to authorize a budget amendment to the payroll budget for fiscal year 2023 in the amount of three hundred sixty thousand dollars. Payroll updates in the fiscal year 2023 budget will be effective in the pay period beginning October 2nd, 2022. 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 donation to the Grassy Park Committee in the amount of five thousand dollars to be paid from Tourism. 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 a donation of five thousand dollars to the Town of Rogersville for

improvements at the Rogersville Recreation Park related to their disc golf course at the park, to be paid from Tourism. 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 donation of four thousand dollars to the town of Anderson for expenses related to the Annual Founder Day event scheduled for October 29th, 2022, to be paid from Tourism. 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 the rescheduling of a regular meeting of the Commission. The regular meeting scheduled to occur on Monday, November 14th, at 5:00 p.m. will be rescheduled to occur the same day, November 14th, at 3:00 p.m. 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 Holmes moved, seconded by Commissioner Parker to approve a resolution to authorize the continuation of purchasing office supplies from Printers & Stationers (PSI) of Florence, Alabama. PSI has provided written confirmation that they will continue to honor the pricing discount of 34.1% for general office supplies using the 2022-2023 PSI Catalog through September 30th, 2023. 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 Hackworth to approve a resolution to authorize the County Administrator to pay all dues and fees included in the Operating Budget for Fiscal Year 2023 as allowed by the laws of the State of Alabama. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Holmes to approve a resolution to authorize all depositories for county funds as being designated as qualified public depositories according to the provision of the Security for Alabama Funds Enhancement (SAFE) Program. 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 Holmes to approve a resolution to authorize a proposed subdivision plat. Lauderdale County Engineer, Eric Hill, has reviewed a proposed subdivision plat for the Outer Elk Estate, Phase I, in Rogersville and recommends the application be approved. There being no further discussion and upon a vote taken, motion approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution to authorize a cooperative agreement with the Northwest Alabama RC&D Council to implement a project entitled "Master Gardener Classes" with grand funding in the amount of five thousand dollars. 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 an agreement with the Alabama Department of Environment Management (ADEM). This agreement is regarding the collection, management, disposal and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the

Scrap Tire Fund, for work performed within the State of Alabama. 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 of support for Amendment 2 and Amendment 7 to the Alabama Constitution. The Lauderdale County Commission stands in favor of Amendments 2 and 7, urging citizens to vote "yes" for these amendments on Election Day, November 8th, 2022. These amendments will greatly benefit our county by prioritizing broadband expansion and economic development. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Bids for Bid No. LA 2023-3 "Various Print Jobs" were received, publicly opened and read aloud on October 7th, 2022. Chairman Pettus referred to County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that bids were received from PSI and Herald Printing and she recommends the lowest bidder, Herald Printing, for all License Commission envelopes with no price break for greater quantities. The cost for five thousand regular window and auto decal window envelopes is three hundred seventy-three dollars and sixty cents and the cost for six thousand business license window envelopes is four hundred forty dollars. Commissioner Parker moved, seconded by Commissioner Hackworth to award the bid as recommended. There being no discussion and upon a vote taken, motion unanimously approved. Bid awarded to Herald Printing of Florence, Alabama.

Commissioner Hackworth moved, seconded by Commissioner Parker to reappoint Charles P. Kasmeier, John Allgood and Todd Nix to the NACOLG Non-elected Board of Directors with their appointments expiring September 30th, 2023. There being no discussion and upon a vote taken, motion unanimously approved.

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

CHECKS ISSUED SEPTEMBER 26, 2022 THROUGH SEPTEMBER 30, 2022

GENERAL-SPECIAL CK# 59447-59481	\$762,556.92
AGRI-BUSINESS FUND CK# 4000-4002	\$286.52
LEPA FUND CK# N/A	\$0.00
GASOLINE TAX FUND CK# 18349-18355	\$1,031,394.89
PUBLIC BLDG, R&B SPECIAL CK# 475	\$600,000.00
PUBLIC HIGHWAY & TRAFFIC FUND CK# 418	\$326,050.46
AL TRUST CAPITAL IMPROVEMENT FUND CK# N/A	\$0.00
RRR GASOLINE TAX FUND CK# 742	\$879,437.56
REAPPRAISAL FUND CK# 12376-12378	\$3,075.76

REAPPRAISAL MONEY MARKET CK# N/A	\$0.00
TOURISM, REC & CONVENTION FUND CK# N/A	\$0.00
RSVP FUND CK# 18012-18014	\$4,590.70
CHILD PROTECTION FUND CK# 1267	\$1,200.20
REBUILD ALABAMA GAS TAX FUND CK# N/A	\$0.00
REBUILD ALABAMA DIESEL TAX FUND CK# N/A	\$0.00
FEDERAL AID EXCHANGE FUND CK# N/A	\$0.00
WORKPLACE DEVELOPMENT CENTER FUND CK# 1027-1029	\$64,955.00
SPECIAL GRANTS FUND CK# N/A	\$0.00
ARPA REVENUE REDUCTION FUND CK# N/A	\$0.00
CORONAVIRUS RESCUE ACT FUND CK# 1056-1057	\$26,915.61
CDBG FUND CK# N/A	\$0.00
SOLID WASTE FUND CK# 8917-8920	\$95,948.66
ACCOUNTS PAYABLE FUND CK# N/A	\$0.00
FIRE PROTECTION FEE FUND CK# 4901-4914	\$7,737.71
INDUSTRIAL DEVELOPMENT TAX FUND CK# 1228	\$851,385.97
TOBACCO TAX FUND CK# 3155	\$7,605.00
TVA TAX FUND CK# N/A	\$0.00
TOTAL:	\$4,663,140.96

CHECKS ISSUED OCTOBER 1, 2022 THROUGH OCTOBER 10, 2022

GENERAL-SPECIAL CK# 59482-59508	\$413,814.52
AGRI-BUSINESS FUND CK# 4003-4004	\$699.72
LEPA FUND CK# 8854-8860	\$4,210.44

GASOLINE TAX FUND CK# 18357-18365	\$126,749.92
PUBLIC BLDG, R&B SPECIAL CK# N/A	\$0.00
PUBLIC HIGHWAY & TRAFFIC FUND CK# N/A	\$0.00
AL TRUST CAPITAL IMPROVEMENT FUND CK# N/A	\$0.00
RRR GASOLINE TAX FUND CK# N/A	\$0.00
REAPPRAISAL FUND CK# 12379-12385	\$22,202.91
REAPPRAISAL MONEY MARKET CK# N/A	\$0.00
TOURISM, REC & CONVENTION FUND CK# N/A	\$0.00
RSVP FUND CK# 18015-18019	\$1,725.25
CHILD PROTECTION FUND CK# 1268	\$1,654.62
REBUILD ALABAMA GAS TAX FUND CK# N/A	\$0.00
REBUILD ALABAMA DIESEL TAX FUND CK# N/A	\$0.00
FEDERAL AID EXCHANGE FUND CK# N/A	\$0.00
WORKPLACE DEVELOPMENT CENTER FUND CK# N/A	\$0.00
SPECIAL GRANTS FUND CK# N/A	\$0.00
ARPA REVENUE REDUCTION FUND CK# N/A	\$0.00
CORONAVIRUS RESCUE ACT FUND CK# N/A	\$0.00
CDBG FUND CK# N/A	\$0.00
SOLID WASTE FUND CK# 8921-8929	\$106,611.82
ACCOUNTS PAYABLE FUND CK# 46190-46209	\$88,455.52
FIRE PROTECTION FEE FUND CK# N/A	\$0.00
INDUSTRIAL DEVELOPMENT TAX FUND CK# N/A	\$0.00
TOBACCO TAX FUND CK# N/A	\$0.00

TVA TAX FUND
CK# N/A

\$0.00

TOTAL: \$766,124.72

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period:

Dan Summy of 124 County Road 28 in Florence read a prepared statement regarding his concerns about animal control in the county which included thanking the Commission for recent supplies provided to the animal shelter. Mr. Summy also thanked Director of Animal Services, Cheryl Jones, and staff for their hard work during this time and expressed his desire for the county and the city to work together in addressing the animal concerns in Lauderdale County.

Chapel King of 209 Bainbridge Road in Florence thanked the Commission for their recent help with the animal shelter and expressed the current overwhelming state of the shelter's animal population due to recent events. Ms. King stated that Brenda Bryant (County Administrator) had given Commission Chairman Pettus incorrect information regarding the dog situation at the shelter to which Ms. Bryant addressed Ms. King to verify if she had actually spoken with her. Ms. King admitted that she had not spoken directly with Ms. Bryant. Ms. Bryant asked Ms. King not to put words in her mouth since she had not spoken with her directly and asked Ms. King not to slander her in such a way again.

Commissioner Holmes stated that he appreciates the advocates for animals in Lauderdale County and reminded everyone that the Director of Florence Lauderdale Animal Services, Cheryl Jones, is in control of determining the immediate and future needs of the shelter. Mr. Holmes further stated that the current case-at-hand will be handled by the attorneys involved and we must allow that process to occur as we take care of the immediate needs of the animals currently at the shelter.

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.

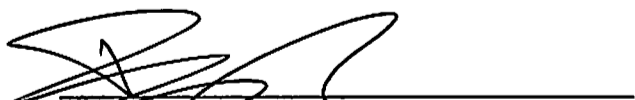
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner

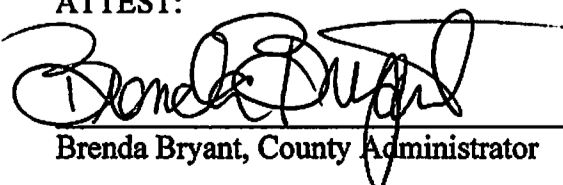


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION

REGULAR MEETING AGENDA

October 11th, 2022

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE—Commissioner Holmes
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS - Three-minute time limit

B. REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Budget Amendment Payroll
4. Resolution—Grassy Community Park Donation
5. Resolution—Rogersville Disc Golf Donation
6. Resolution—Anderson Founders Day Donation
7. Resolution—November Meeting Reschedule
8. Resolution—PSI Renewal FY2023
9. Resolution—Yearly Dues
10. Resolution—Bank Depositories

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
October 11th, 2022 (cont'd)

11. Resolution—Rogersville Subdivision Plat
12. Resolution—RC&D Cooperative Agreement
13. Resolution—Solid Waste ADEM Agreement
14. Resolution—Support for Amendment 2 and Amendment 7
15. Bid LA 2023-3 “Various Print Jobs”
16. Board Appointments
17. Audit and Approve Invoiced Bills

C. SCHEDULED PUBLIC HEARINGS – none

D. STAFF REPORTS

E. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit

F. ADJOURN

STATE OF ALABAMA §

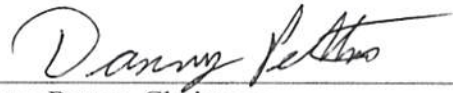
LAUDERDALE COUNTY §

RESOLUTION

BE IT RESOLVED by the Lauderdale County Commission that the Payroll Budget for Fiscal Year 2023 is herein amended in the amount of three hundred sixty thousand dollars due to additional increases effective October 2nd, 2022.

Done this the 11th day of October, 2022.

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 travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, 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 hereby approves a donation of five thousand dollars to the Grassy Park Committee in Lauderdale County. Donation will be paid from the Tourism Fund and any budget amendment needed is approved.

Done this the 11th day of October, 2022.

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 §

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NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby approves a donation of five thousand dollars to the Town of Rogersville for improvements at the Rogersville Recreation Park related to their disc golf course at the park. Donation will be paid from the Tourism Fund and any budget amendment needed is approved.

Done this the 11th day of October, 2022.

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

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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 hereby approves a donation of four thousand dollars to the Town of Anderson for expenses related to the Annual Founder Day event scheduled for October 29th, 2022. Donation will be paid from the Tourism Fund and any budget amendment needed is approved.

Done this the 11th day of October, 2022.

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 §

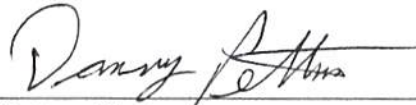
LAUDERDALE COUNTY §

RESOLUTION

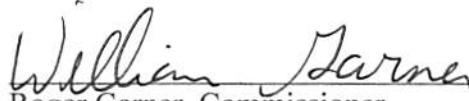
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the regularly scheduled meeting of Monday, November 14th, 2022, at 5:00 p.m. is rescheduled to occur on Monday, November 14th, 2022, at 3:00 p.m.

Done this the 11th day of October, 2022.

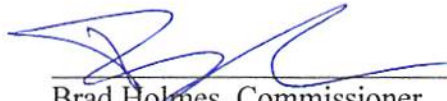
LAUDERDALE COUNTY COMMISSION



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 Commission has received written notice from Printers and Stationers that they will continue to honor the pricing discount of 34.1% for "General Office Supplies" for one year using the 2022-2023 Office Supplies Catalog for the term beginning October 1st, 2022, through September 30th, 2023.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that office supplies shall be purchased from the 2022-2023 Office Supplies Catalog for the fiscal year 2023 from Printers and Stationers of Florence.

Done this the 11th day of October, 2022.

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 Lauderdale County Commission is charged with the responsibility of paying certain dues and fees for various offices and officials; and

WHEREAS, the Commission has included these requested dues in the operating budget for FY 2022-2023.

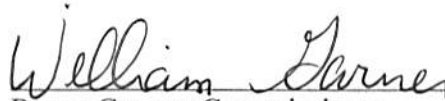
NOW THEREFORE BE IT RESOLVED, that the County Administrator is herein authorized to pay all budgeted dues and fees as allowed by the laws of the State of Alabama.

Done this the 11th day of October, 2022.

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, it is the duty of the Lauderdale County Commission to select and designate The County Depositories for the placing therein of the County Funds for the following calendar year in an incorporated State National Bank in the County as provided for in Title 11-4-41, 1975 Code of Alabama; and

WHEREAS, the County Governing body is of the opinion that the moral and financial responsibility of the following banks are such as to warrant the said County Commission's selection as a depository for said County's fund; provided said depositories agree to secure all funds according to the provisions of the Security for Alabama Funds Enhancement, or SAFE Program (Legislative Act 2000-748). This act requires any bank in the State of Alabama accepting public fund deposits to meet the requirements to be designated as a qualified public depository. The Qualified Public Depositories will pledge eligible collateral to the State Treasurer on all public deposits creating a collateral pool.

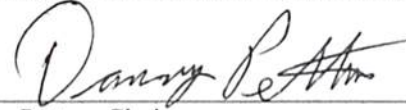
Truist Bank, Florence, Alabama
PNC Bank, Florence, Alabama
Bank Independent, Florence, Alabama
Farmers & Merchants Bank-Waterloo, Alabama
Regions Bank, Florence, Alabama

First Metro Bank-Florence, Alabama
Citizens Bank-Rogersville, Alabama
Progress Bank-Florence, Alabama
First Southern Bank-Florence, Alabama

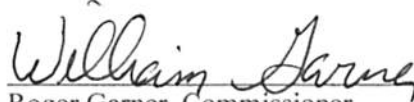
NOW THEREFORE BE IT RESOLVED AND ORDERED by the Lauderdale County Commission that the afore-listed financial institutions located within Lauderdale County, Alabama, be and the same hereby designated as the eligible depositories for county funds subject to their written assurances of compliance with the SAFE Program (Legislative Act 2000-748).

Done this the 11th day of October, 2022.

LAUDERDALE COUNTY COMMISSION



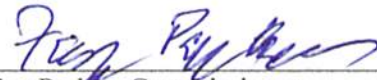
Danny Pettus, Chairman



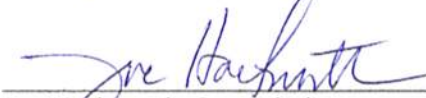
Roger Garner, Commissioner



Brad Holmes, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, an application for a proposed subdivision plat has come before the Lauderdale County Commission for Outer Elk Estates, Phase I, located as follows:

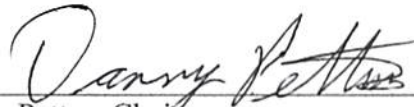
**Northwest ¼ of Section 9, Township 3 South, Range 7 West,
Lauderdale County, Alabama; Lauderdale County
Road 70/Fuqua Road in Rogersville with 18 lots.**

WHEREAS, the Lauderdale County Engineer has reviewed the aforementioned application and recommends that it be approved.

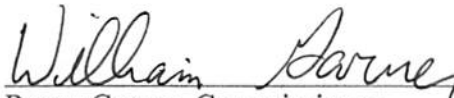
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the application for the Outer Elk Estates, Phase I, is herein approved.

Done this the 11th day of October, 2022.

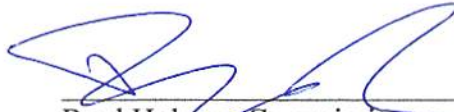
LAUDERDALE COUNTY COMMISSION



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

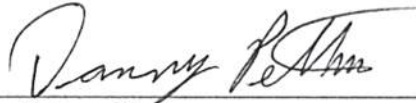
WHEREAS, the Lauderdale County Commission would like to enter into a cooperative agreement with the Northwest Alabama RC&D Council to implement a project entitled "Master Gardener Classes" and

WHEREAS, an agreement has been developed to detail the responsibilities and obligations of both parties for this five thousand dollar grant project.

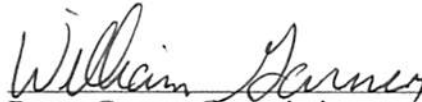
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves an agreement with Northwest RC&D Council for the "Master Gardener Classes" project and any necessary budget amendment for this project is herein approved.

Done this the 11th day of October, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner

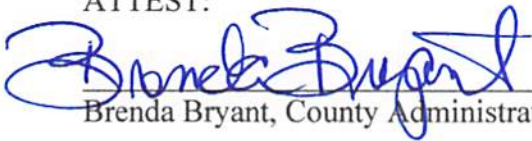


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into on the October 1, 2022 by and between the NORTHWEST ALABAMA RC&D COUNCIL (hereinafter called the "Council") and

Lauderdale County Commission
(hereinafter called the "Recipient").

THE PURPOSE of this Agreement is to implement the project as described in the application of proposal entitled
"Master Gardener Classes"

The Council and the Recipient deem it mutually advantageous to cooperate in this project and hereby agree as follows:

1. The Council agrees:
 - A. To provide **\$5,000** in State of Alabama Community Support Funds for the above-mentioned project. Funds are subject to availability based on quarterly appropriations and are subject to proration if ordered by the State Finance Director.
 - B. To provide other assistance in planning and implementation as needed, available and agreed to by the Council.

Council Grant Funds are given on a reimbursement basis. The payment of grant funds will be made on the receipt of the required documentation listed below in section 2.G.

2. The Grantee Agrees:
 - A. To use the funds only on a project that will have public benefits.
 - B. To comply with all provisions of the Federal Civil Rights laws and regulations.
 - C. To spend grant funds only on items included and approved in the project application.
 - D. Grantee shall pre-approve, cooperate, inform, and coordinate, with the council for all forms of events and press announcements of projects through print, electronics, social media, and any other form of media exposure. Three weeks' notice is required for events and press announcements.
 - E. To credit the Council on all published, printed, or social media relative to the funding for this project with the approved council logo with no stretching or alterations.
 - F. To credit the Council on websites or through social media if council assistance is related to websites, etc. with the approved council logo with no stretching or alterations.
 - G. Sign & document:
 - a. To return this signed Cooperative Agreement within 30 days from the date issued.
 - b. Submit a one-page final completion report.
 - c. Submit financial documentation including: receipts or invoices, and proof of payment, such as canceled checks or bank statements. (Please note that financial documentation will NOT be accepted if dated before the date in the first paragraph of this cooperative agreement.)
 - d. Complete the Data Collection Sheet.

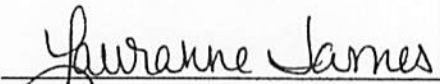


- e. Submit photos in the form of JPG or PNG, and any news publications online or in print made during the project.
- f. Proof of credit to the Council on all published, printed, or social media relative to the funding for this project. (Section 2.E.)
- g. Proof of credit the Council on websites or through social media if RC&D assistance is related to websites, etc. (Section 2.F.)
- h. Call or contact Executive Director, Lauranne James, at 256-383-1446 or ljamesrcd@gmail.com with questions relative to projects.

It is mutually agreed:

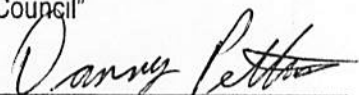
- A. Complete the project and have the appropriate documentation in our office on or before August 1, 2023
- B. Failure to comply with the above conditions or to credit the Council will result in the withholding of the grant payment or disqualification from receiving future Council Grants.

Signatures



"NW RC&D Council"

October 1, 2022
Date



Lauderdale County Commission

October 1, 2022
Date

Master Gardener Contact

October 1, 2022
Date

By signing this agreement, the recipient assures the Alabama Council of RC&D Councils, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal Civil Rights laws, rules, regulations, and policies."

All programs and assistance of the Alabama Council of RC&D Councils are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

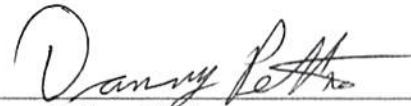
WHEREAS, Lauderdale County Commission will enter into an agreement with the Alabama Department of Environment Management (ADEM) regarding the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama; and

WHEREAS, this agreement outlines the responsibilities of both parties and expires September 30th, 2024.

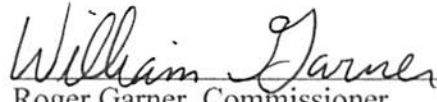
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the agreement with ADEM any budget amendment needed for this agreement.

Done this the 11th day of October, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



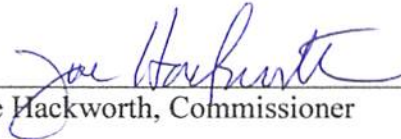
Roger Garner, Commissioner



Brad Holmes, Commissioner

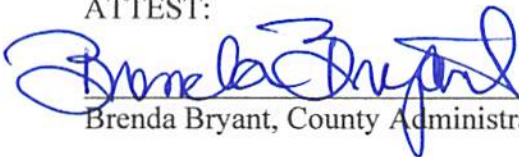


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
LAUDERDALE COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Lauderdale County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama..

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The amount of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the contract or remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on September 30, 2024. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Scrap Tire Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, 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 exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the

Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records, and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any 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's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Lauderdale County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Lauderdale County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Lauderdale County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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.

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

23. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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. 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 agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LAUDERDALE COUNTY COMMISSION

By: _____


Danny Pettus,
Commissioner

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____

Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2022.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission stands in favor of Amendment 2 and Amendment 7 to the Alabama Constitution, which will promote broadband expansion and economic development, respectively; and

WHEREAS, citizens across the state are urged to vote “Yes” on Amendment 2 and Amendment 7 on Election Day, November 8th, 2022; and

WHEREAS, Amendment 2 would authorize state and local governments to use certain public funds to incentivize broadband expansion, most notably in the rural and underserved areas of the state; and

WHEREAS, Amendment 7 makes several necessary technical changes to local governments’ economic development powers – the most important of which is clarifying that all counties may exercise these powers, regardless of whether they also have a local constitutional amendment pertaining to economic development; and

WHEREAS, Amendment 2 and Amendment 7 will each greatly benefit this county and state by prioritizing broadband expansion and economic development as we progress further into an era in which economic and technological stability are critical.

NOW, THEREFORE, BE IT RESOLVED by the Lauderdale County Commission that it expresses its resolute support of Amendments 2 and 7 to the Alabama Constitution and any other legislation or policy modeled similarly.

Done this the 11th day of October, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LA-2023-3

BID ITEM: "Various Printing Jobs"
 OPENING: Friday, October 7, 2022
 DATE MAILED: Monday, September 26, 2022

	NO BID	LOW BID	NO RESPONSE	LICENSE COMMISSION- BUSINESS LICENSE WINDOW ENVELOPES	LICENSE COMMISSION- AUTO DECAL RENEWAL WINDOW ENVELOPES	LICENSE COMMISSION- RETURN ADDRESS WINDOW ENVELOPES
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801						
First Impressions Attn: Chris Richerson 459 James Road Hampton Cove, AL 35763						
Herald Printing 328 N. Pine Street Florence, AL 35630				(10,000) \$440.00 \$706.40	(15,000) \$706.40 \$373.60	(5,000) \$373.60 (10,000) \$706.40
Printer & Stationers 113 N Court Street Florence, AL 35630				(6,000) \$748.50	(10,000) \$749.00 \$399.00	(5,000) \$399.00 (10,000) \$749.00
Diversified Companies, LLC Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416						
IMS Enterprises 3115 Northington Ct Florence, AL 35630						

PS No to all
 Price Based
 per no. Budget