

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 p.m. on the 12th day of January, 2026.

The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
William Garner	Commissioner, District 1
Brad Black	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Todd Nix	Commissioner, District 2

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, Brad Black.

**Award/Presentations:** James Walker spoke to the Commission concerning an Ag Tourism facility he and his wife run on his ranch. Mr. and Mrs. Walker have dedicated forty acres of their property, and about two hundred thousand dollars to this project. They came to the meeting to ask the Lauderdale County Commission to consider becoming a rodeo sponsor for six thousand five hundred dollars. They hold rodeos and fall festivals on this property.

**Public Comments on Agenda Items:** Donna Tate and Cadie Palmer from Florence, Alabama, who volunteer at the Animal Shelter thanked the Commission for purchasing a van for the Shelter. David Carson spoke highly of the Animal Shelter for helping him with a situation recently with a stray cat, and also thanked the Commission for purchasing the van.

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

Commissioner Nix 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 was unanimously approved.

Commissioner Black moved, seconded by Commissioner Hackworth to approve purchasing a van to donate to the Friends of Florence Lauderdale Animal Services group for their valuable work and service to the citizens of Lauderdale County. Commissioner Hackworth stated that he would like to thank Sheryl and the volunteers for everything they do at the Animal Shelter. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix to approve signing a professional service agreement with ICS for the new Lauderdale County EMA/911 building. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve the Fiscal Year 2025 Rebuild Alabama Report. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix to approve reimbursing municipalities for overpayment of a tax. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve Family Medical Leave of Absence for one Reappraisal and one Sheriff Department employee. Chairman Pettus referred to Brooke Slatton, County Administrator for more information. Ms. Slatton stated all the paperwork is in order for these two employees. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Motion was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Hackworth to approve the one bid received for Bid LA 2026-3 "Lauderdale County Detention Center Lock Upgrade" on Thursday, December 11<sup>th</sup>, 2025. Chairman Danny Pettus referred to Sheriff Joe Hamilton for his recommendation. Sheriff Hamilton recommended using American Detention for this upgrade. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Bid was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix approving the invoiced bills. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED:  
December 8, 2025 - January 11, 2026

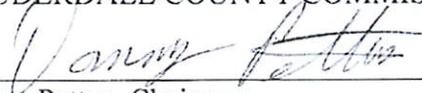
1	General-Special	64187-64277 Voided Ck# 64203, 64230, 64239	15,601,360.08
2	Agri-Business Fund	4226-4227, 64063- 64067	24,542.72
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1194-1200, 1230-1232	361,619.18
5	LEPA Fund	9457-9464	9,681.05
6	Gasoline Tax Fund	19439-19452, 19508- 19521 Voided Ck# 19447, 19516	1,189,116.22
7	Public Bldg., R & B Special	498	5,220,633.13
8	Public Highway & Traffic Fund	424	117,414.68
9	Al. Trust Capital Improvement Fund	406-411 Voided Ck# 409	2,849,567.45
10	RRR Gasoline Tax Fund	786 Voided Ck# 787	904,755.44
11	Reappraisal Fund	13192-13198, 218845- 218858	1,110,874.10
12	Tourism, Rec. & Convention Fund	670-671	928,840.01
13	RSVP Fund	18650-18662	119,950.84
14	Child Protection Fund	1308	1,849.36
15	Rebuild Alabama Gas Tax Fund	N/A	0.00
16	Rebuild Alabama Diesel Tax Fund	N/A	0.00
17	Federal Aid Exchange Fund	N/A	0.00

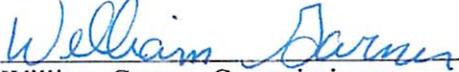
1 8	Workforce Development Center Fund	1172-1175	4,247,304.43
1 9	Special Grants Fund	N/A	0.00
2 0	Coronavirus Rescue Act Fund	1092-1093	2,953,921.20
2 1	CDBG Fund	N/A	0.00
2 2	Solid Waste Fund	10026-10037, 10108- 10115	640,651.61
2 3	Account Payable Fund	50815-50910	903,849.54
2 4	Fire Protection Fee Fund	5184-5198	871,920.26
2 5	Industrial Development Tax Fund	1267	962,520.74
2 6	Tobacco Tax Fund	3223 Voided Ck# 3224	1,330.00
2 7	TVA Tax Fund	6784-6796	440,961.77
		<b>TOTAL</b>	<b>\$</b>
		<b>L</b>	<b>39,462,663.81</b>

Commissioner Garner moved, seconded by Commissioner Black to approve moving recognizing the Lauderdale County High School FFA String Band to the next meeting on Monday, January 26<sup>th</sup>, 2026 at 5:00. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

There being no further business to come before the Commission, and upon a motion made by Commissioner Nix and seconded by Commissioner Black, the meeting was duly adjourned.

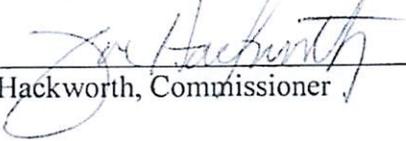
LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
William Garner, Commissioner

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Todd Nix, Commissioner

  
\_\_\_\_\_  
Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brooke Slatton, County Administrator

**LAUDERDALE COUNTY COMMISSION**  
**REGULAR MEETING AGENDA**  
**January 12, 2026**

**A. OFFICIAL AGENDA**

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner, Brad Black
4. AWARDS AND PRESENTATIONS- James Walker-Agri Events
5. PUBLIC COMMENTS ON AGENDA ITEMS  
Per Rules of Procedure there is a three-minute time limit
6. SCHEDULED PUBLIC HEARING- none

**REGULAR BUSINESS**

1. **Review and Motion to Consider Agenda Items**
2. **Approve minutes of last meeting**
3. **Resolution—Animal Control Van Purchase**  
The Commission will decide on purchasing a van for the Animal Shelter.
4. **Resolution— EMA-911 Professional Services Agreement**  
The Commission will vote signing a professional service agreement with ICS for the new Lauderdale County EMA/911 building.
5. **Resolution—Yearly County Rebuild AL Annual Report**  
The Commission will vote on the FY 2025 Rebuild AL Annual Report.
6. **Bid 2026-3 “Lauderdale County Detention Center Locks Upgrade”**
7. **Audit and Approve Bills**
8. **Resolution—Reimbursement of Overpayments of Tax**  
The Commission will vote on reimbursement of overpayment of a tax.
9. **FMLA—Reappraisal & Sheriff’s Department**

**C. STAFF REPORTS**

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

**E. ADJOURN**

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, authorization is required to validate the purchase of a van or controlling interest therein, and

WHEREAS, after partial purchase of said van, the Commission wishes to donate it to Friends of Florence Lauderdale Animal Service organization, a 501 (c) (3) corporation, and

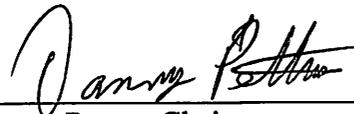
WHEREAS, the Commission supports the valuable service provided BY said organization regarding stray and abandoned animals throughout Lauderdale County, and

WHEREAS, said plan to donate the van is an action in keeping with guidance for the State Auditors,

NOW, THEREFOR BE IT RESOLVED AS FOLLOWS, the Lauderdale County Commission is authorized to purchase a van whose description and other identifying information is attached and made a part of this resolution by reference, the Lauderdale County Commission donates this van to the Friends of Florence Lauderdale Animal Services 501 (C) (3) group for their valuable work and service to the citizens of Lauderdale County

Done this the 12<sup>th</sup> day of January, 2026.

LAUDERDALE COUNTY COMMISSION



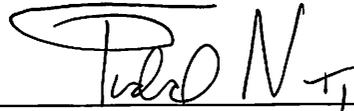
Danny Pettus, Chairman



William Ronald Garner, Commissioner

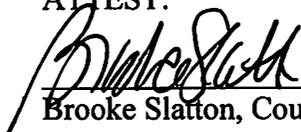


Brad Black, Commissioner

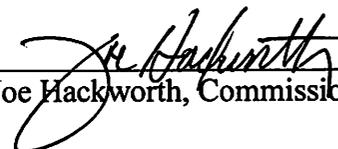


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

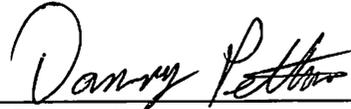
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby agree allow the Chairman to sign a professional Services agreement with ICS for the physical transition of the new Lauderdale County EMA/911 building (Including labor and equipment to be billed each month during the life of the project. Services included but not limited to infrastructure support, adding, relocating, and configuring of information technology)

Done this the 12<sup>th</sup> day of January, 2026.

LAUDERDALE COUNTY COMMISSION



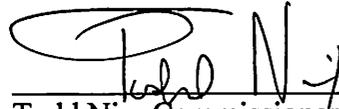
Danny Pettus, Chairman



William Ronald Garner, Commissioner

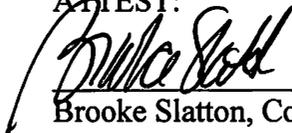


Brad Black, Commissioner

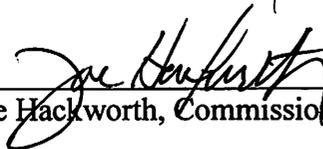


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner



**13.4 Entire Agreement**

This Agreement and its Exhibits constitute the entire agreement. Amendments must be in writing and signed by both parties.

**13.5 Governing Law**

This Agreement is governed by Alabama law.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date above.

**ICS Technologies, Inc.**

By: Mitchell Dobbins

Title: Vice President

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Lauderdale County EMA / 911**

By: Danny Pettus

Title: Chairman

Date: 1-12-2020

Signature: *Danny Pettus*

**Exhibit A: Services**

ICS will provide the following services at the Client's request:

The purpose of this PSA is specific to the physical transition of the new Lauderdale County EMA / 911 building. It will include all labor and equipment and will be billed each month during the life of the project.

Services included but not limited to infrastructure support, adding, relocating, and configuring of information technology.



**Exhibit B: Authorized Employees**

**Exhibit C: Billing**

ICS will bill the Client for services as follows:

- Level One Support: \$100.00 per hour**
- Level Two Support: \$125.00 per hour**
- After Hours Support: \$175.00 per hour**
- Equipment purchases as required**

**Billing Terms:**

- Normal business hours are 7:00 AM to 6:00 PM, Monday through Friday.
- Billing begins when a technician is assigned a service call.
- For remote work, billing starts immediately.
- For on-site work, billing includes travel time to and from the Client's location, originating from ICS Headquarters in Florence, Alabama.
- Payment terms are Net Due Upon Receipt.

Initial for Acceptance:           *Danny Patten*



## Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into on **December 12th, 2025**, by and between ICS Technologies, LLC ("ICS"), located at 501 South Wood Avenue, Florence, Alabama 35630, and **Lauderdale County EMA / 911**. ("Client"), located in **Florence, AL 35630**.

### 1. Services

ICS will provide services as outlined in Exhibit A, attached and incorporated by reference.

### 2. Expenses

ICS will be reimbursed for reasonable out-of-pocket expenses incurred during services, including unusual expenses requested by the Client. Local travel (within 45 miles of ICS's office) and local phone charges are included in service fees.

### 3. Authorized Representatives

Individuals listed in Exhibit B, attached and incorporated, may request services on behalf of the Client.

### 4. Term and Termination

This Agreement starts on **December 14, 2025**, and ends on **December 13, 2026**, with automatic one-year renewals unless either party provides 30 days' written notice to terminate.

### 5. Billing

The Client will be billed per Exhibit C, attached and incorporated.

### 6. Limitation of Liability

#### 6.1 No Warranties

Services are provided "as is" without warranties, express or implied, including merchantability or fitness for a particular purpose.

#### 6.2 Liability Cap

ICS's liability for any claims under this Agreement will not exceed fees paid to ICS in the prior 12 months. ICS is not liable for indirect, incidental, or consequential damages (e.g., data loss, lost profits) or for:

- Network content or unauthorized access to Client systems or data.
- Client-caused damages or third-party claims.
- System failures, viruses, or ransomware.
- Issues from Client modifications to systems without ICS's written approval.

### 7. Confidential Information

#### 7.1 Definition

"Confidential Information" includes information marked as confidential or proprietary, or identified as such orally and confirmed in writing within 30 days. This Agreement's terms are confidential.



## **7.2 Exclusions**

Confidential Information excludes information that is independently developed, publicly available, received from a third party without restriction, or already known to the receiving party.

## **7.3 Obligations**

Each party will protect the other's Confidential Information with reasonable care and not disclose it to third parties except as permitted.

## **8. Non-Solicitation**

For the term of this Agreement and 12 months after, the Client will not solicit ICS employees. Breach requires payment of 75% of the employee's annual salary, calculated based on their most recent 12-month salary or prorated for shorter employment.

## **9. Dispute Resolution**

Disputes, except those related to Sections 7 or 8, will be resolved by arbitration in Lauderdale County, Alabama, per American Arbitration Association rules.

## **10. Notices**

Notices must be sent via certified mail to:

ICS: Melanie Agee, 501 South Wood Avenue, Florence, Alabama 35630

Client: [Client Address, Florence, AL 35630]

Addresses may be updated by written notice.

## **11. Employment Status**

ICS personnel are ICS employees, not Client employees. ICS handles all taxes and benefits for its employees.

## **12. Force Majeure**

ICS is not liable for delays or failures due to causes beyond its control, including acts of God, Client actions, or labor disputes.

## **13. Miscellaneous**

### **13.1 Assignment**

Neither party may assign this Agreement without the other's written consent, not unreasonably withheld.

### **13.2 Severability**

If any provision is unenforceable, it will be modified to be enforceable while preserving its intent, or replaced with a valid provision.

### **13.3 Legal Fees**

The prevailing party in any dispute may recover reasonable legal fees.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

**RESOLUTION**

WHEREAS, the Rebuild Alabama Act requires that the County Engineer present the County Rebuild Alabama Annual Report (CRAAR) to the Commission at the first meeting in January each year; and

WHEREAS, this annual report shall detail expenditures made in the previous fiscal year from CRAF and FAEF and include the status of each project included in the previous fiscal year's CTP.

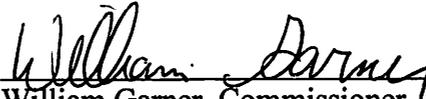
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the FY 2025 County Rebuild Alabama Annual Report attached hereto and shall post for public inspection on the county website.

Done this 12<sup>th</sup> day of January 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



William Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner



# FY 2025 County Rebuild Alabama Annual Report

## Lauderdale County



Map Index	Project No.	Road Name/Number	Begin		End		Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work	Amount of Rebuild Alabama Funding Expended in Current Fiscal Year	Method In Which Rebuild Funds Were Utilized			Percent Complete	Original CTP (Yes or No)	CRAF or FAEF	CRAF Amount	FAEF Amount		
			Lat.	Long.	Lat.	Long.						Amount Expended Utilizing Competitive Bid Contracts	Amount Expended Utilizing Public Works Contracts	Amount Expended exempt from Competitive and/or Public Works Contracts							
Beginning Balance																		\$329,739.11	\$89,001.14		
Annual Revenue Received by County																				\$1,663,682.97	\$400,143.25
Rebuild Funds Received from Municipalities through MOUs																				\$0.00	\$0.00
1	RA-LCP 01-01-2025	CR 1/14	34.9153	88.0631	34.9525	88.0182	X		3.90	Resurfacing from CR 14 to CR 90	\$264,093.62		\$264,093.62		100.0%	Y	CRAF	\$264,093.62			
2	RA-LCP 01-02-2025	CR 81	34.9087	87.8152	34.9428	87.8148	X		2.40	Resurfacing from CR 200 to CR 8	\$154,781.29		\$154,781.29		100.0%	Y	CRAF	\$154,781.29			
3	RA-LCP 01-03-2025	CR 15	34.8944	87.7903	34.9319	87.7928	X		2.80	Resurfacing from CR 200 to CR 8	\$205,096.53		\$205,096.53		100.0%	Y	CRAF	\$205,096.53			
4	RA-LCP 01-04-2025	CR 61	34.8760	87.6217	34.9238	87.6298	X		3.40	Resurfacing from CR 47 to CR 224	\$256,158.61		\$256,158.61		100.0%	Y	CRAF	\$256,158.61			
5	RA-LCP 01-05-2025	CR 33	34.9812	87.5085	34.9559	87.4481	X		4.20	Resurfacing from CR 47 to AL 64	\$318,084.89		\$318,084.89		100.0%	Y	FAEF		\$318,084.89		
6	RA-LCP 01-06-2025	CR 51	34.9075	87.3315	34.9505	87.3570	X		3.90	Resurfacing CR 50 to CR 88	\$291,747.46		\$291,747.46		100.0%	Y	CRAF	\$291,747.46			
7	RA-LCP 01-07-2025	CR 27	34.8442	87.5868	34.8874	87.5799	X		3.40	Resurfacing from US Hwy 72. to CR 122	\$252,084.21		\$252,084.21		100.0%	Y	CRAF	\$252,084.21			
Note: Only Rebuild Alabama Funds are intended to be reported			Total Miles Addressed this Fiscal Year (Total Mileage Does Not Include Bridge Projects)						24.00	Total Rebuild Funds Expended this Fiscal Year		\$1,742,046.61	\$0.00	\$1,742,046.61	\$0.00			Total CRAF/FAEF Remaining	\$569,460.36	\$171,059.50	
Percent of Rebuild Funds Expended in Compliance with Section 7c(2)(d) on the Rebuild Alabama Act															100%						

Remarks    Public Works Projects are covered under Bid Inquiry 2025-1

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Danny Lettice



STATE OF ALABAMA §

LAUDERDALE COUNTY §

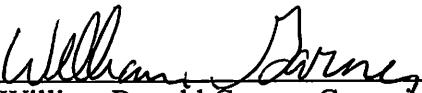
RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby agree to not pursue and to reverse action as occurred as a result of 41-CV-2024-900129.00. This agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements.

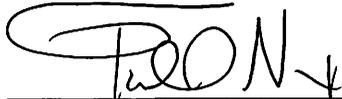
Done this the 12<sup>th</sup> day of January, 2026.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
William Ronald Garner, Commissioner

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Todd Nix, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brooke Slatton, County Administrator

  
\_\_\_\_\_  
Joe Hackworth, Commissioner



**AlaFile E-Notice**

**41-CV-2024-900192.00**  
**Judge: GEORGE C SIMPSON**

**To: LOCKWOOD ROBERT CARTER**  
**robert@lockwoodlawyers.com**

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## **NOTICE OF ELECTRONIC FILING**

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**IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA**  
**CITY OF FLORENCE, ALABAMA V. LAUDERDALE COUNTY, ALABAMA**  
**41-CV-2024-900192.00**

**The following matter was FILED on 11/23/2025 2:49:46 PM**

**Notice Date: 11/23/2025 2:49:46 PM**

**MISSY HOMAN**  
**CIRCUIT COURT CLERK**  
**LAUDERDALE COUNTY, ALABAMA**  
**200 SOUTH COURT STREET**  
**FLORENCE, AL, 35630**

**256-760-5728**



ELECTRONICALLY FILED  
11/23/2025 2:49 PM  
41-CV-2024-900192.00  
CIRCUIT COURT OF  
LAUDERDALE COUNTY, ALABAMA  
MISSY HOMAN, CLERK

**IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA**

**CITY OF FLORENCE, ALABAMA, ET AL**  
Plaintiff,

**V.**

**Case No.: CV-2024-900192.00**

**LAUDERDALE COUNTY, ALABAMA,**  
Defendant.

**FINAL ORDER**

**This cause having come before this Court on the parties' stipulations and written submissions, and this Court having considered the same, enters the following:**

**This matter concerns the validity and enforceability of Act No. 81-1150, enacted by the Legislature in November 1981 and now codified at Ala. Code § 45-39-20. Subsection (a) of the Act makes it unlawful to sell alcoholic beverages in Lauderdale County "except within an incorporated municipality thereof," and subsection (b) requires that two-thirds of any municipal alcoholic-beverage tax be retained by the municipality and one-third distributed to the Lauderdale County general fund. When Act 81-1150 was enacted, Lauderdale County was completely dry and alcohol sales were unlawful throughout the county, including within all incorporated municipalities.**

**In 1982, a county-wide wet-dry referendum was held, and the voters of Lauderdale County elected to remain dry. Thereafter, in 1984, the City of Florence (and later other Plaintiffs in this action) held municipal wet-dry referendums pursuant to Ala. Code §28-2A-1 et seq., and the municipalities voted wet. From that time forward, Florence and the other Plaintiff municipalities have authorized the legal sale of alcoholic beverages within the city/municipal limits and have levied and collected municipal alcoholic-beverage taxes under their authority as "wet municipalities."**

**In 1989, Lauderdale County publicly announced its intention to introduce repeal legislation, characterizing Local Act 81-1150 as "obsolete," and prerequisite notices were published in the local newspaper, although no repeal bill was ultimately submitted.**

From 1984 to 2024, neither the City of Florence nor any other municipality in Lauderdale County remitted alcohol-tax revenue to Lauderdale County under Local Act 81-1150. No demand for payment was made by Lauderdale County during that period.

In 2024, Lauderdale County asserted that the City of Florence and other Plaintiff municipalities have been in violation of Local Act 81-1150 since 1984 and claimed that the City of Florence alone owes more than forty years of past-due tax distributions, estimated at over two million dollars. The County demanded payment and prospective compliance by the City of Florence and its co-Plaintiffs.

The City of Florence, joined by Town of Killen, Town of St Florian, Town of Lexington, and Town of Rogersville filed this action for declaratory judgment, asserting that Act 81-1150 is unconstitutional under Article IV, §§ 104 and 105 of the Alabama Constitution and alternatively that said act had been expressly or impliedly repealed by subsequent general legislation. Lauderdale County filed a counterclaim seeking declaratory and monetary relief.

The parties stipulated that there are no disputed factual issues and that this case presents a purely legal question: whether Act 81-1150 was validly enacted under Article IV, § 104(31) and under Article IV, § 105, whether same was expressly or impliedly repealed, and whether same remains enforceable. Without reference to express or implied repeal, this matter is disposable under consideration of Ala. Const. art. IV, § 104 and 105.

**Ala. Const. art. IV, § 104**

Ala. Const. art. IV, § 104 contains a general prohibition against special, private, or local laws on various enumerated subjects. §104(31) concludes that “nothing in this section or article shall affect the right of the legislature to enact local laws regulating or prohibiting the liquor traffic ...” [hereinafter “the proviso”]. This proviso is not self-defining, and its meaning is supplied by the Supreme Court’s construction in *Opinion of the Justices No. 376, 825 So. 2d 109* (Ala. 2002). There the Justices explained that the term “regulate” in the proviso is not unlimited but instead presupposes the existence of actual liquor traffic. The Court stated that “‘regulate’ implies the exercise of control over

something that already exists.” *Id.* at 114. Thus, the Legislature’s power to “regulate” by local law the liquor traffic applies only when that traffic actually exists under general law.

*Opinion 376*, relative to the particular facts and issues before it, further explains that the framers did not intend the proviso to allow local acts that deal with alcohol in places where liquor traffic does not exist at all. The Court held that “the framers of the 1901 Constitution did not intend that the phrase ‘regulating or prohibiting the liquor traffic’ would include the concept of authorizing additional liquor traffic where none previously existed.” *Id.* at 115. This language establishes that the proviso applies only to regulation or prohibition of existing liquor traffic, not to the creation or structuring of future or hypothetical liquor traffic.

When Act 81-1150 was enacted in November 1981, Lauderdale County was entirely dry, and alcohol sales were not permitted anywhere within the county. No municipality had held a wet-dry election. Under these conditions, the County had no liquor traffic “already existing” within the meaning of *Opinion 376*.

Section (a) of Act 81-1150 states that it is unlawful to sell alcoholic beverages in Lauderdale County “except within an incorporated municipality thereof.” This provision establishes a geographic boundary for alcohol sales and thus constitutes a regulation of the liquor traffic. Under *Opinion 376*’s interpretation of §104(31), the Legislature may, through local law, regulate or prohibit the liquor traffic only when such traffic exists. Lauderdale County had no liquor traffic in 1981, and the Legislature lacked authority to enact a local law regulating nonexistent liquor traffic.

In conclusion, under the language of *Opinion 376*, the proviso in §104(31) allowing local liquor laws applies only to local regulation of alcohol traffic that already exists. Because Lauderdale County had no such traffic in 1981, Act 81-1150, being a local act, falls outside the Legislature’s constitutional authority and is therefore violative of Ala. Const. art. IV, § 104 and is invalid.

#### **Ala. Const. art. IV, § 105**

This Court further concludes that subsection (a) of Act 81-1150 violates Article IV, § 105 of the Alabama Constitution because it legislates upon a “case” or “matter” already

fully “provided for” by general law. Section 105 prohibits the enactment of a local law when a general statute supplies a complete, statewide framework governing the same subject. *Peddycoat v. City of Birmingham*, 354 So. 2d 808, 813 (Ala. 1978) (“If the subject of the local act is subsumed by a general statute, the local act violates § 105.”). This standard has been reaffirmed repeatedly. *Glass v. City of Montgomery*, 360 So. 3d 1021, 1027–28 (Ala. 2022); *City of Homewood v. Bharat, LLC*, 931 So. 2d 697, 703–04 (Ala. 2005) (a local act is unconstitutional where it “creates a variance” from the provisions of a general law).

In 1981, when Act 81-1150 was enacted, the regulation of wet–dry status in Alabama was governed exclusively by the statewide “local option” system codified in Ala. Code § 28-2-1 et seq. That general law provided a uniform statewide procedure for counties to determine by referendum whether the sale of alcoholic beverages would be legal countywide, and it also governed the legal consequences of a countywide wet or dry status. This framework had been in place for decades prior to 1981 and comprehensively occupied the field of wet–dry determinations at the county level. At that time, municipalities had no independent authority to hold municipal option wet–dry elections; such authority was not created until the enactment of Act 84-408 in 1984.

Subsection (a) of Act 81-1150, which declares that alcoholic beverages may not be sold in Lauderdale County except within incorporated municipalities, operates as a local modification of the legal effect of a countywide wet vote. Under the general law in effect in 1981, if Lauderdale County were to vote wet, alcohol sales would become lawful throughout the County unless the Legislature otherwise changed the general statute. By restricting alcohol sales to municipalities in the event the County became wet, subsection (a) created a special rule applicable only in Lauderdale County, thereby altering the operation of the general statewide wet–dry framework in that county alone.

Such a local variance from general statewide wet–dry law is precisely what § 105 forbids. The Alabama Supreme Court has held that § 105 prohibits a local law from “changing the result” or “altering the operation” of a statewide statutory scheme in a particular county. *Glass*, 360 So. 3d at 1027–28. The Court has similarly prohibited local acts that “alter the statewide alcohol regulatory structure” where general law has

already spoken. *Opinion of the Justices No. 376*, 825 So. 2d 109, 113–14 (Ala. 2002) (local act invalid where the general alcohol statutes “occupied the field”).

Applying these principles, subsection (a) of Act 81-1150 impermissibly legislates upon the same matter already governed by general statewide law: the legal consequences of a countywide wet–dry referendum and the territorial scope of alcohol legality in a county voting wet. Because general law in 1981 had fully provided for the conduct and legal effect of county wet–dry elections, Lauderdale County could not be carved out from that uniform statewide framework through a local act. Subsection (a) therefore violates § 105 and is unconstitutional for this additional, independent reason.

### **Severability**

This Court further finds, based on the historical context, contemporaneous public reporting, and the structure of Act 81-1150, that subsections (a) and (b) were enacted as part of a unified legislative compromise tied to the anticipated results of the 1982 county-wide wet–dry election. Newspaper accounts from October 1981 through March 1982 reflect public and governmental expectation that Lauderdale County might well vote wet, fueled in part by proposals for major economic development, including a planned Hilton hotel and convention facility whose construction was expressly contingent on the legalization of alcohol sales in the County. Likewise, contemporaneous commentary noted that Colbert County, immediately across the river from Florence, was already wet and attracting both development and alcoholic-beverage tax revenue.

In this climate, subsection (a) of Act 81-1150 served to reassure rural, predominantly dry voters that even if the County voted wet, alcoholic-beverage sales would be confined to incorporated municipalities and prohibited in unincorporated communities. Subsection (b), in turn, allocated one-third of municipal alcoholic-beverage tax revenue to the County to offset the anticipated fiscal impact of prohibiting alcohol sales in the unincorporated areas and to mitigate the loss of tax revenue to neighboring Colbert County.

This Court finds that subsection (b) was enacted because of subsection (a), and that the two provisions were intended to operate together to accomplish a single legislative purpose: (1) to geographically restrict the prospective legalization of alcohol sales to municipalities to satisfy rural voters, and (2) to provide a corresponding fiscal benefit to Lauderdale County to compensate for that restriction. The contemporaneous 1989 statements of the Lauderdale Probate Judge, describing the provision as "obsolete" and "mak[ing] no sense" once the County remained dry, further confirm that subsections (a) and (b) were understood locally as interdependent components of a unified legislative act.

Based on these findings, the Court concludes that subsections (a) and (b) are interdependent, that the Legislature would not have enacted subsection (b) without subsection (a), and that the two subsections are not severable under Alabama law.

Accordingly, it is ORDERED, ADJUDGED, and DECREED as follows:

1. Act No. 81-1150 (Ala. Code § 45-39-20) is unconstitutional and unenforceable.
2. Subsections (a) and (b) of Act 81-1150 are non-severable and invalid in their entirety.
3. Any claim or demand based upon Act 81-1150 is dismissed with prejudice.
4. All relief not expressly granted herein is DENIED.

**DONE** this 23<sup>rd</sup> day of November, 2025.

  
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GEORGE C SIMPSON  
CIRCUIT JUDGE