

STATE OF ALABAMA)
)
 FRANKLIN COUNTY) **FRANKLIN COUNTY COMMISSION**
) **REGULAR MEETING**
) **NOVEMBER 21, 2022 8:30 AM**

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Chris Wallace, Jason Miller, Joseph Baldwin, and David Hester as Members.
Absent: None.

ALSO PRESENT: Sheriff Shannon Oliver, Mark Latham of the Franklin County Sheriff’s Office, EMA Director Mary Hallman-Glass, Ron Coats of Franklin County EMA, Revenue Commissioner Stratt Byars, County Engineer Jason Baggett, Solid Waste Manager Gene Ward, Animal Control Officer Joey Wingo, Matt Mayfield of Franklin County Animal Control, County Administrator Leah Mansell, County Attorney Roger Bedford, Scott Mugno, John Pilati of the *Franklin Free Press* and Maria Camp of the *Franklin County Times*.

CALL TO ORDER

Chairman Barry Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member David Hester.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Chris Wallace.

ROLL CALL

Chairman Barry Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore wished everyone a safe and Happy Thanksgiving on behalf of himself and the Commissioners.

Chairman Moore stated that the Coroner had requested authority to apply for a grant for laptops, computers, tables, cameras, internet costs, printers, scanners, updated case management system, etc. with a cap of \$20,000. He said this item would need to be added to the agenda as item number 1C.

Solid Waste Manager Gene Ward stated that the dumpster truck that was ordered in July should be ready the first of December so he asked if bidding the loan quote could be added to the agenda. Chairman Moore stated that this would need to be added to the agenda as item number 8B. He added that the Commission would have a Special Called Meeting on Monday, December 5 at 4:00 PM prior to the Red Bay Christmas parade to approve the bid.

Chairman Moore stated that the Commission would need to enter into Executive Session for pending litigation as soon as the County Attorney arrives. He stated that this would need to be added to the agenda.

Sheriff Oliver stated he wanted to publicly clear up issues about the increase in pay for the Sheriff and Jail employees. He said that during the FY22-23 budget meetings, he asked for a raise for his employees which included a pay scale adjustment to get them in track with surrounding entities. He said that the Commission worked with him to get his employees a raise and pay scale adjustment in which he and his employees are thankful. He concluded by stating that his employees feel attached and aren't sure why they are being attacked. Sheriff Oliver stated again that he appreciated what the Commission did for the Sheriff and Jail employees.

APPROVAL OF AGENDA

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 1C to the agenda concerning giving the Coroner the authority to apply for a grant.

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 6B to the agenda concerning bidding the loan quote on the dumpster truck.

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to add going into Executive Session for pending litigation as the first item under new business since the County Attorney just arrived.

It is on motion of Mr. Chris Wallace, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the overall agenda.

APPROVAL OF MINUTES

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the October 17, 2022, Regular Meeting minutes as presented.

APPROVAL OF BILLS

It is on motion of Mr. Joseph Baldwin, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the October bills.

NEW BUSINESS

EXECUTIVE SESSION

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board that the Chairman, County Commissioners, County Attorney, County Administrator, Animal Control Officer enter into an executive session to discuss pending litigation at 8:45 AM.

<Executive Session>

County Attorney Roger Bedford stated that no actions or votes were taken during the executive session and recorded the time out of executive session as 8:58 AM.

CORONER

BIDS ON 2007 NISSAN TITAN

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the bid of \$500 from Taylor Weclowski on the 2007 Nissan Titan.

Bid tabulation as follows:

Bid Tabulation Sheet

2007 Nissan Titan

Due: November 14, 2022 2:00 PM

Taylor Weclowski	500.00
Jamie Medley	451.00

BID TABULATION SHEET

Item

2007 Nissan Titan

Bid Price

\$500.00

Taylor Weclawski

Name

4954 Highway 11 Red Bay

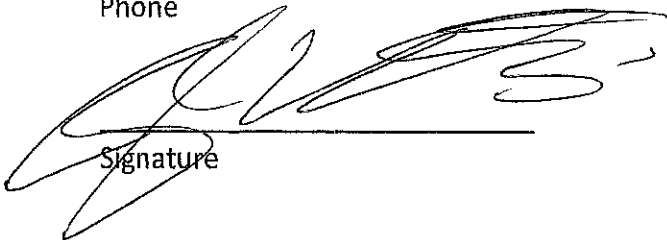
Address

Red Bay, AL 3558

City, State, ZIP

662-416-6237

Phone



Signature



FRANKLIN COUNTY COMMISSION

P.O. Box 1028 • RUSSELLVILLE, AL 35653
PHONE (256) 332-8850 • FAX (256) 332-8855

Barry Moore, Chairman
Chris Wallace, District I
Jason Miller, District II
Joseph Baldwin, District III
David Hester, District IV
Leah Mansell, Administrative

NOTICE OF INVITATION TO BID

The Franklin County Commission is accepting sealed bids for the sale of the following:

2007 Nissan Titan

Vehicle sold "as is".

Bids will be received until 2:00 PM on Monday, November 14, 2022, in the Franklin County Commission Office. Bids may be delivered to the Franklin County Commission Office at 405 North Jackson Avenue between the hours of 8:00 AM and 5:00 PM, or mailed to P.O. Box 1028, Russellville, AL 35653.

Bids should be marked "Bid on Nissan Titan".

Use attached tabulation sheet.

If you wish to view the items or have any questions, please contact Coroner Charles Adcox at (256) 324-1914.

Truck is to be removed within fourteen days from the date the bid is approved at no cost to the Franklin County Commission.

Franklin County reserves the right to reject any or all bids.

Franklin County Commission is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment of the provision of services.

Bid price
\$451.00

Janie Medley
2424 Hwy 24
Russellville AL 35653
256-810-4605

**CONTRACT WITH ALABAMA DEPARTMENT OF
PUBLIC HEALTH AND COMMISSION**

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to give the Coroner the authority to sign the contract with the Alabama Department of Public Health regarding a mortuary cooler.

Contract as follows:

**TRANSFER AGREEMENT
BETWEEN
ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
FRANKLIN COUNTY CORONER'S OFFICE**

This Memorandum of Understanding (MOU) entered into by and between the **Alabama Department of Public Health**, hereinafter referred to as "**Department**," and **Franklin County Coroner's Office**, for Mortuary Cooler, hereinafter referred to as "**County Coroner**," is effective upon signature and continues until revoked by written notice by either party and may be amended by the written agreement of both parties.

WHEREAS, the Department has determined that the best method to protect the public health is to transfer the equipment herein identified to the County Coroner listed and that such represents a public purpose and serves the public health interests of the people of the State of Alabama.

WHEREAS, the Department has acquired mortuary coolers to supplement mortuary cooler capacity in counties across the State of Alabama in preparation for a mass fatality event.

NOW THEREFORE, in consideration of the mutual covenants herein below specified, the parties herein agree to the following:

1) The Department shall provide one (1) mortuary cooler to the County Coroner listed. The rights to use and responsibility for the equipment herein identified shall rest with the County Coroner, which shall account for and maintain the equipment in a manner herein below specified until the termination of this transfer agreement.

2) The Department shall attach an official property sticker identifying the mortuary cooler as "State of Alabama Property." This equipment item is provided as part of the Alabama Department of Public Health Emergency Preparedness Program (See Attachment A).

3.) Since mortuary coolers must be used on a regular basis to maintain proper operational status, the County Coroner shall place the mortuary cooler in service with non-emergent decedents as part of regular decedent operations within county.

4) The County Coroner acknowledges and agrees that during the term of this agreement that it is solely responsible for the proper inspection and maintenance of the mortuary cooler and shall pay any and all cost related or pertaining to any repairs, supplies and other operations costs.

5) The intent of adding one (1) mortuary cooler covered by this agreement is to increase the number of available mortuary coolers to care for the citizens of the

GC-23-189
MOU

community and public health district. Therefore, the County Coroner shall maintain the mortuary cooler provided under the terms of this MOU in service for the term of this agreement.

6) The term of this agreement is five (5) years effective March 01, 2023 and terminates on March 01, 2028. As of that date, the County Coroner may renew this agreement.

7) Early termination may occur upon thirty (30) days' notice by either party. Upon termination notice, the County Coroner shall return the mortuary cooler to the Department.

8) In the event of a declared public health emergency, that requires the use of this equipment, the Department may upon notice require the mortuary cooler(s) provided pursuant to the MOU, to be utilized by surrounding counties to best meet the public need.

9) The County Coroner agrees to allow reasonable access on two (2) business days' notice by the Department, to its premises to allow the Department or its representative to assure compliance with this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

County Coroner:
Franklin County Coroner's Office

Alabama Department of Public Health
This Grant has been reviewed as to content

Signed: *Charles Adcox*
Charles Adcox, Coroner

Signed: *Jamey Durham*
Jamey Durham, Director *JSD*
Bureau of Prevention, Promotion,
and Support

Date: 3/16/2023

Date: 3/13/2023

Mailing Address: (No PO Boxes)
410 North Jackson Avenue
Russellville, Alabama 35653

APPROVED:
Alabama Department of Public Health

Telephone: (256) 324-1914
Telephone: (256) 332-8820

Signed: *Scott Harris*
Scott Harris, M.D., M.P.H.
State Health Officer

Please type or print your email address:
Adcox.charles86@gmail.com

Date: 3/16/2023

FEIN: 63-6001544

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE
RULES AND REGULATIONS
DEPT. OF PUBLIC HEALTH

MAR 15 2023

T. J. ...
OFFICE OF GENERAL COUNSEL

GIVE CORONER AUTHORITY TO APPLY FOR GRANT

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to give the Coroner the authority to apply for a grant for laptops, computers, tables, cameras, internet costs, printers, scanners, updated case management system, etc. with a cap of \$20,000

COURTHOUSE

BIDS ON 2008 DODGE DURANGO

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the bid of \$451 from Jamie Medley on the 2008 Dodge Durango.

Bid tabulation as follows:

Bid Tabulation Sheet
2008 Dodge Durango
Due: November 14, 2022 2:00 PM

Jamie Medley	451.00
James Poore	205.00



FRANKLIN COUNTY COMMISSION

P.O. Box 1028 * RUSSELLVILLE, AL 35653
PHONE (256) 332-8850 * FAX (256) 332-8855

Barry Moore, Chairman
Chris Wallace, District I
Jason Miller, District II
Joseph Baldwin, District III
David Hester, District IV
Leah Mansell, Administrator

NOTICE OF INVITATION TO BID

The Franklin County Commission is accepting sealed bids for the sale of the following:

2008 Dodge Durango

Vehicle sold "as is".

Bids will be received until 2:00 PM on Monday, November 14, 2022, in the Franklin County Commission Office. Bids may be delivered to the Franklin County Commission Office at 405 North Jackson Avenue between the hours of 8:00 AM and 5:00 PM, or mailed to P.O. Box 1028, Russellville, AL 35653.

Bids should be marked "Bid on Dodge Durango".

Use attached tabulation sheet.

If you wish to view the items or have any questions, please contact Bill Cheatham at (256) 324-0088.

Truck is to be removed within fourteen days from the date the bid is approved at no cost to the Franklin County Commission.

Franklin County reserves the right to reject any or all bids.

Franklin County Commission is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment of the provision of services.

Bid Price
\$451.00

Danica Medley
2424 Hwy 24
Russellville AL 35653
256-814-4657

BID TABULATION SHEET

Item

2008 Dodge Durango

Bid Price

\$205.00

James POORE

Name

300 Hwy 44

Address

Russellville, AL

City, State, ZIP

256 412 6860

Phone

James Poore

Signature

HIGHWAY DEPARTMENT

RETIREMENT OF EMPLOYEE

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the retirement of Steve Ponders, effective December 1, 2022.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

November 10, 2022

Honorable Barry Moore
Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Retirement – Steve Pounders

Dear Judge Moore:

This letter is to inform you and the Franklin County Commission that Steve Pounders is scheduled to retire effective December 1, 2022. Steve has been crucial member with the Highway Department for 24 years; his skill, dedication, and leadership will truly be missed. It's been a pleasure working with Steve and I wish him and his family the very best in retirement.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

CERTIFIED CONSTRUCTION MANAGER POSITION

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Mickey Montgomery to the Certified Construction Manager position at the Highway Department, effective December 5, 2022.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

November 10, 2022

Honorable Barry Moore
Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Certified Construction Manager Position

Dear Judge Moore:

The purpose of this letter is to recommend Mickey Montgomery for the Certified Construction Manager (CCM) position at the Franklin County Highway Department. Upon the approval of the County Commission Mickey will start at Step 6 on the CCM scale at a rate of \$23.10/hr effective December 5, 2022. Thank you for your assistance in this matter.

If you have any questions or need any additional information, please inform me.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

LEASED – MINI EXCAVATORS

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to purchase 2 Takeuchi mini excavators for \$27,720 each that are currently on lease.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

November 10, 2022

Honorable Barry Moore
Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Leased - Mini Excavator's

Dear Judge Moore:

The equipment listed below was leased on a 60-month contract with the termination date of April 1, 2023. Per the agreement with Takeuchi Financial Services, we are to give them a 90-day written notice on intent to purchase, renewal, or return the equipment.

Equipment #	Year	Make	Model	Serial #	Hours
8017	2018	Takeuchi	TB290CR	185105016	1285.1
8018	2018	Takeuchi	TB290CR	185105054	770.4

I recommend we purchase each machine in full for \$27,720.00/EA, for a total of \$55,440.00 plus and applicable taxes.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

REVENUE COMMISSION OFFICE

BUDGET AMENDMENTS

It is on motion of Mr. Chris Wallace, second by Mr. David Hester to table and look at the request of budget amendments from the Revenue Commission Office to include \$1.00 raise to all county employees except Sheriff and Jail employees who received an additional \$1.00 raise at the October 17, 2022 Regular Meeting in the coming months and at the next budget.

Upon aye and nay vote: Ayes: Chris Wallace

Joseph Baldwin

David Hester

Nays: Jason Miller

SHERIFF'S OFFICE

TERMINATION OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the termination of Michael Harris, effective October 31, 2022.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

October 31, 2022

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

With regrettable but unavoidable decision I am terminating Michael Harris, no show, no call. Effective October 31, 2022.

Sincerely,

A handwritten signature in black ink, appearing to be "SO", written over the word "Sincerely,".

Shannon Oliver
Sheriff

PROMOTION OF DEPUTY

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Brent Wells to Sergeant, effective November 13, 2022.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

October 28, 2022

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am promoting Brent Wells to Sergeant. Effective November 13, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "S.O.", which likely stands for Shannon Oliver.

Shannon Oliver
Sheriff

HIRE PERMANENT SHERIFF'S OFFICE CLERK

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire Samuel Allen Cosby as a permanent Sheriff's Office Clerk, effective November 13, 2022.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

November 8, 2022

Barry Moore, Chairman
Franklin County Commission
Po Box 1028
Russellville, AL 35653

Gentlemen,

After reviewing applications and conducting interviews, I am hiring Samuel Allen Cosby permanent full-time as Clerk at the Sheriff's Office. Effective November 8, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver
Sheriff

SOLID WASTE**HEAVY EQUIPMENT OPERATOR POSITION**

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve to table the Heavy Equipment Operator position at this time due to no applicants.

BID LOAN QUOTE ON DUMPSTER TRUCK

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to bid loan quotes for the new dumpster truck of \$329,000 for 5 years until December 2 at 2:00 PM.

RESOLUTION REQUESTING ALLOCATION FROM LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the resolution requesting allocation from the Local Assistance and Tribal Consistency Fund. Franklin County's allocation from the treasury is \$100,000 which comes from the American Rescue Plan Act of 2021. It was discussed that using the allocation to update the County's personnel policy and job descriptions would be a good use of the funds.

Resolution as follows:

RESOLUTION AUTHORIZING COMMISSION CHAIRMAN TO REQUEST ALLOCATION FROM LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

WHEREAS, Franklin County, Alabama (the "County") has been allocated funds in the amount of \$100,000.00 by the U.S. Department of Treasury ("Treasury") from the Local Assistance and Tribal Consistency Fund ("LATCF"), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021; and

WHEREAS, the LATCF funds allocated to the County may be expended by the County for governmental purposes; and

WHEREAS, to receive the LATCF funds allocated to the County, an authorized representative of the County must submit a request for funding to Treasury on or before January 31, 2023; and

WHEREAS, the Franklin County Commission (the "Commission") has determined that receipt of these funds for expenditure by the County for governmental purposes will inure to the benefit of the citizens of this County.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

The Chair of the Commission is hereby authorized to request or to designate another County official to request the County's allocated share of LATCF funds in accordance with the procedures established by Treasury. The authority delegated herein includes the authority for the Chair, or his or her designee, to execute agreements or other documents necessary to request and receive this allocation.

IN WITNESS WHEREOF, the Franklin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chair on the 21st day of November, 2022.



Chair, Franklin County Commission

**RESOLUTION ALLOCATING REVENUE REPLACEMENT
FUNDS FOR GUTTER REPAIRS**

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to give the Chairman the authority to sign the resolution allocating revenue replacement funds for gutter repairs at the DHR Building in the amount of \$7,250 to Ron Rutland.

Resolution as follows:

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

WHEREAS, Franklin County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("ARPA revenue replacement funds"); and

WHEREAS, the County may use ARPA revenue replacement funds to fund government services; and

WHEREAS, the County has determined that there is a need to provide necessary repairs and maintenance on County-owned buildings; and

WHEREAS, the County's Department of Human Resources building in Russellville, Alabama, is in need of repairs to its gutters; and

WHEREAS, the County has determined that the procurement of repair services from the following vendor is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

Ron Rutland for \$7,250; and

WHEREAS, the County has identified the vendor from which to procure these services in a manner consistent with state laws and federal guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) as it relates to ARPA revenue replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall use up to \$7,250 of ARPA funds, which are hereby designated as ARPA revenue replacement funds, to facilitate the provision of the government services described herein.
- 2) The Leah Mansell, Administrator hereby authorized to expend these funds to purchase services as described herein from the designated vendors to facilitate the provision of these services.
- 3) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Franklin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 21st day of November, 2022



Chairman, Franklin County Commission

3-22

BILL CHEATHAM
DHR / RUSSELVILLE
HWY 48 324-0088

SOUTH END / PATIO

6" GUTTERS AND DOWNSPOUTS
REMOVE EXISTING; REPLACE WITH 6" GUTTERS & DOWNSPOUTS \$ 2250.00

SHOR FLOW / LEAF GUARD \$ 747.00
WOOD WORK / CARPENTRY ?

BACK / WEST END

6" GUTTER & DS' \$ 2403.00

SHOR FLOW / 1/2 SOUTH ENDPIECE ONLY \$ 275.00

NORTH END

6" GUTTER & DS' \$ 1575.00

FARM CITY WEEK PROCLAMATION

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the Farm City Week Proclamation declaring November 18 through November 24, 2022 as Alabama Farm City Week.

Proclamation as follows:

ALABAMA FARM-CITY-2022

A PROCLAMATION

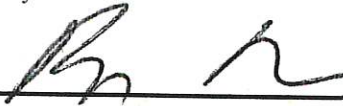
For nearly 65 years, the American people have joined together during Thanksgiving week to observe Farm-City Week, a time set aside to express gratitude for the bounty with which God has blessed our land. Throughout the week, Americans recognize the hard work and achievements of the farmers, rural townspeople, and city residents who make our nation's agricultural production and distribution system so successful. This cooperation between rural and city dwellers for mutual benefit truly helps to ensure our country's well-being.

America's farmers have provided nutritious food and fiber to sustain our people through many decades of progress. Farmers' productivity has increased steadily, thanks largely to their initiative in supporting and adopting science-based methods and materials. Because of this productivity, American farmers are able to meet the needs of our nation and a growing world.

American agriculture- and the many service industries that depend upon it- is a story of extraordinary labor creating extraordinary abundance. The American farmer has an impact on every aspect of life, from big cities to small towns and all of the routes between. At this time of year, it is only fitting that all Americans offer a special sign of thanks to those who grow, harvest, and bring the fruits of sun, seed, and soil to our nation's tables.

NOW, THEREFORE WE, Franklin County Commission, by virtue of the authority vested in me, do hereby proclaim the week of November 18 through November 24, 2022, as "Alabama Farm-City Week". I call upon all citizens in rural and cities alike to join in recognizing the accomplishments of our productive farmers and of our urban residents, who cooperate to create abundance, wealth, and strength for our Nation.

IN WITNESS WHEREOF, I have hereunto set my hand _____ day of November in the year of our Lord two thousand twenty-two.



JUDGE BARRY MOORE,
CHAIRPERSON, FRANKLIN COUNTY



CHRIS WALLACE, DISTRICT 1



JOSEPH BALDWIN, DISTRICT 3



JASON MILLER, DISTRICT 2



DAVID HESTER, DISTRICT 4



THANKSGIVING, CHRISTMAS AND NEW YEAR'S HOLIDAYS

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the upcoming holidays as follows:

Thanksgiving: Thursday, November 24 and Friday, November 25
Christmas: Friday, December 23 and Monday, December 26
New Year's: Monday, January 2

State Holidays as follows:



ADMINISTRATIVE OFFICE OF COURTS
300 Dexter Avenue
Montgomery, Alabama 36104
(334) 954-5000

Tom Parker
Chief Justice

Rich Hobson
Administrative Director of Courts

MEMORANDUM

TO: All Unified Judicial System Officials and Employees

FROM: Tom Parker *TP*
Chief Justice

DATE: October 31, 2022

RE: Holiday Schedule for Unified Judicial System

Governor Kay Ivey has authorized the following days as holidays for State employees:

Thursday, November 24, 2022 (Thanksgiving)

Friday, November 25, 2022

Monday, December 26, 2022 (Christmas observed)

Monday, January 2, 2023 (New Year's Day observed)

A copy of her Order is attached.

I have approved this same schedule for officials and employees of the Unified Judicial System. Please see the attached Order.

Have a Happy Thanksgiving, a Merry Christmas, and a Happy New Year!

LETTER OF CREDIT FOR RUSSELLVILLE UTILITIES

It is on motion of Mr. Joseph Baldwin, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve to request a letter of credit from CB&S Bank for deposits in the amount of \$25,125 with Russellville Utilities.

CONTRACT WITH HEALTH DEPARTMENT

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the contract with the Franklin County Health Department.

Contract as follows:

OFFICE LEASE - NEW

Franklin County Commission
"LANDLORD",

RECEIVED

MAR 6 2023

F.C.C.

AND

Alabama Department of Public Health
"TENANT",

DATED: December 19, 2022

801 Highway 48
Russellville, AL 35654
FRANKLIN COUNTY

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OFFICE LEASE - NEW

THIS LEASE AGREEMENT (herein "Lease") between the Franklin County Commission, (herein called the "Landlord") and Alabama Department of Public Health (herein called the "Tenant"), is made effective as of the date the parties execute this Lease as shown on the signature page hereto (the "Effective Date").

ARTICLE 1 – BASIC TERMS

The following terms used in this Lease shall have the meanings set forth beside such terms in this Article 1.

Tenant Notice Address Kristi Rollins, Acting Director
Alabama Department of Public Health
Office of Facilities Management
Post Office Box 303017
Montgomery, AL 36130-3017
kristi.rollins@adph.state.al.us
Phone: 334-206-5218

By Courier: Alabama Department of Public Health
Office of Facilities Management
The RSA Tower
201 Monroe St., Suite 1510
Montgomery, AL 36104

Tenant Billing Address Financial Services, Grants and Contracts
Alabama Department of Public Health
Post Office Box 303017
Montgomery, AL 36130-3017
334-206-5258

***Landlord should reference the Lease ID on all invoices.
*Tenant must submit Lease Abstract to Comptroller's, if applicable.**

Tenant Authorization Contact Any and all change orders, maintenance requests or activity during the Occupancy Period that results in additional charges not stipulated in this Lease, must be approved by the following authorized contact:

Kristi Rollins, Acting Director
Alabama Department of Public Health
Office Of Facilities Management
kristi.rollins@adph.state.al.us
334-206-5218

Tenant Emergency Contact Kim Wooten RN, Clinic Nurse Supervisor
Franklin County Health Department
801 Highway 48
Russellville, AL 35654
Kim.wooten@adph.state.al.us

Landlord Emergency Contact: Barry Moore, Chairman (256) 332-8850
 fcpjudge@hiwaay.net

Rent Payment Address: Frankin County Commission
 P.O. Box 1028
 Russellville, AL 35653

Landlord's Notice Address: Frankin County Commission
 P.O. Box 1028
 Russellville, AL 35653

Property Management Notice: **INTENTIONALLY OMITTED**

Property: The building having an address of 801 Highway 48, Russellville, AL 35654 (the "Building") together with the parking areas, landscaping, walkways and other improvements related to the Building, constructed upon the real property legally described on Exhibit A.

Property Area: 124,096 square feet ("S.F.")

Premises: 8,477 rentable square feet located at the Building as shown on Exhibit B.

Tenant Pro Rata Share: **INTENTIONALLY OMITTED** See Article 4.03.

Lease Term: Five (5) years

Commencement Date: January 1, 2023

Termination Date: December 31, 2027

RENT: Rent includes Base Rent only. Tenant is responsible for contracting with and payment of any and all service providers during the occupancy term of the lease.

Rent Schedule:

5 Year Rent Schedule				RSF	Base Rent	Taxes	Ins.	OE	TT's	Comm.	Esc.	RENT SF/YR	Monthly Rent	Annual Rent
1	01/01/2023	-	12/31/2023	8477	\$667	\$0	\$0	\$0	\$0	\$0	0.00%	\$	\$667	\$8004
2	01/01/2024	-	12/31/2024	8477	\$667	\$0	\$0	\$0	\$0	\$0	0.00%	\$	\$667	\$8004
3	01/01/2025	-	12/31/2025	8477	\$667	\$0	\$0	\$0	\$0	\$0	0.00%	\$	\$667	\$8004
4	01/01/2026	-	12/31/2026	8477	\$667	\$0	\$0	\$0	\$0	\$0	0.00%	\$	\$667	\$8004
5	01/01/2027	-	12/31/2027	8477	\$667	\$0	\$0	\$0	\$0	\$0	0.00%	\$	\$667	\$8004
Total Rent:													\$40,020	

1st Rent Payment Due: February 1, 2023. See Article 4.01.

Termination Options: Yes. See Article 15.

Permitted Use: The Premises shall be used only for the purpose of office operations by Tenant and for such other lawful purposes as may be incidental thereto.

Employees; 10±

Parking Spaces: There are 60 parking spaces provided at the Property as depicted on Exhibit A. Spaces are available to all tenants, guests, and clients.

- Permitted Use: The Premises shall be used only for the purpose of office operations by Tenant and for such other lawful purposes as may be incidental thereto.
- Employees; 10±
- Parking Spaces: There are 60 parking spaces provided at the Property as depicted on Exhibit A. Spaces are available to all tenants, guests, and clients.
- Improvements ***INTENTIONALLY OMITTED.*** See Exhibit B.
- Extension Terms ***INTENTIONALLY OMITTED.*** See Exhibit C.

ARTICLE 2 – LEASE TERM

- 2.01 Lease of Premises for Lease Term. Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term, upon and subject to all the terms, conditions and provisions of this Lease.
- 2.02 Early Possession. ***INTENTIONALLY OMITTED.***
- 2.03 Delay in Commencement. ***INTENTIONALLY OMITTED.***
- 2.04 Covenant of Quiet Enjoyment. Tenant, on paying the Rent and performing it obligations hereunder, will peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.
- 2.05 Holding Over. If Tenant does not vacate the Premises and surrender the Premises upon the expiration of this Lease, Tenant shall pay Rent on a month to month basis. Such Holding Over period shall not exceed six (6) months from the expiration date of the Lease.

ARTICLE 3 – USE OF PREMISES

- 3.01 Manner of Use. Tenant will use the Premises for the Permitted Use as set forth in the Basic Terms. Tenant will not cause or permit the Premises to be used in any way which (i) constitutes a violation of any laws or the rules and regulations, if any, established by Landlord, which is attached as Exhibit F, ("Rules and Regulations"), (ii) annoys or interferes with the rights of other tenants of the Property, or (iii) constitutes a nuisance or waste or will invalidate any insurance carried by Landlord. Furthermore, Tenant shall be solely responsible, at its expense, for correcting any non-compliance arising out of the specific use to which Tenant will put the Premises or to any installations, alterations, additions or improvements made or to be made by Tenant. Tenant is responsible for determining whether or not the zoning is appropriate for Tenant’s intended use.
- 3.02 Landlord’s Access. Landlord and Landlord’s agents shall have the right to enter the Premises with 24 hours prior notice to Tenant (except in the case of an emergency when notice is not required) for the purpose of routine property inspections and maintenance. Landlord must submit in writing the names of its agents, employees, guests, buyers, investors, lenders, or prospects that will enter the Premises and must be approved by Tenant. Landlord fully acknowledges and agrees to strictly adhere to this provision. During the final six (6) months of the Lease term, Landlord may place customary “For Lease” signs on the Premises.
- 3.03 Common Areas. Tenant shall have non-exclusive access to Common Areas.
 - (a) Common Areas. “Common Areas” means all areas within the Property which are available for the common use of Tenants of the Property and which are not leased or held for the exclusive use of Tenant or other Tenants, including, but not limited to, entrances, hallways, lobbies, elevators, restrooms, walkways, parking areas, driveways, structures, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may

change the size, location, nature, and use of any of the Common Areas, convert Common Areas into leasable areas and increase or decrease Common Area land or facilities so long as Tenant's use of the Premises is not adversely affected in any material and financial way during this Lease Term or any Extensions thereafter. Landlord will notify Tenant of any changes in Common Areas in writing at least fifteen (15) days prior to changes or alterations.

(b) Use of Common Areas. Tenant will have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to reasonable Rules and Regulations established by Landlord. See Exhibit F . Tenant agrees to abide by such Rules and Regulations and to use its best efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by the Rules and Regulations. At any time, Landlord may close any Common Areas to perform any acts as, in Landlord's reasonable judgment, desirable to maintain or improve the Property. Landlord agrees to use commercially reasonable efforts to minimize any disruption of Tenant's business as a result of any such closure of the Common Areas. Tenant will not interfere with the rights of Landlord, other Tenants, or any other person entitled to use the Common Areas.

ARTICLE 4 – RENT

4.01 Rent. Rent under this Lease is defined as Base Rent only. Upon execution of this Lease, Landlord will provide to Tenant an invoice for the first month's Rent, as outlined in Article 1. During the Lease Term, Landlord will provide timely monthly invoices for Rent to Tenant, in advance, as outlined in Article 1. Tenant will pay to Landlord the Rent in monthly installments, in arrears, utilizing lawful money of the United States. Rent under this Lease shall first become due as outlined in Article 1 so long as the Commencement Date in Article 1 remains the same. The Tenant is not responsible for any additional expenses or charges during the Occupancy Period of the initial Lease Term and any Extensions Terms thereafter. "Occupancy Period" means the period from the time Tenant first enters the Premises, throughout the Lease Term and thereafter as long as Tenant remains in the Premises. The Rent is payable at Landlord's Rent Payment Address or at such other place or person as Landlord may designate in writing.

4.02 Additional Rent. *INTENTIONALLY OMITTED.*

4.03 Tenant's Pro Rata Share. *INTENTIONALLY OMITTED.*

ARTICLE 5 – TAXES

5.01 Real Property Taxes. Landlord is responsible for payment of Real Property Taxes during the Lease Term See Article 1.

5.02 Definition of "Real Property Taxes". "Real Property Taxes" means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property or any Rent or other sums payable by any tenants or occupants thereof. Real Property Taxes include Landlord's costs and expenses of review and contesting any Real Property Tax. If at any time during the Lease Term the present system of ad valorem taxation of real property is changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, Landlord is assessed a capital levy or other tax on the gross rents received with respect to the Property or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents or any similar substitute tax or levy, then all of such taxes, assessments, levies or charges, to the extent so measured or based, will be deemed to be a Real Property Tax.

ARTICLE 6 – INSURANCE/INDEMNITY

6.01 Landlord's Insurance. Landlord shall maintain insurance against such perils and in such amounts as Landlord may from time to time determine are consistent with coverage which is now, or may in the future be, considered prudent for similar income producing property situated in the same general geographic areas as the Building or which any mortgagee or creditor of Landlord requires Landlord to carry.

6.02 Indemnity. Landlord shall indemnify, defend, protect and hold harmless Tenant and Tenant's agents, employees and assigns (collectively, the "Tenant Indemnitees") from and against any and all loss, damage, claim, demand, cost, liability or expense, including court cost and attorneys' fees (whether or not litigation is commenced) of whatever nature or type, that the Tenant may suffer, be put to pay or lay out resulting from any and all claims by third parties and based on (i) any acts or omissions of Landlord, its employees, agent or contractors, or (ii) any personal injury or property damage occurring within the Premises or Property arising out of Landlord's operations at the Property and Landlord's failure to make leased Premises and Property conform to all applicable local, state, and federal requirements so as to be accessible to individuals with disabilities.

ARTICLE 7 – UTILITIES

7.01 Utilities. As established in Article 1, Rent does not include Tenant's costs of all natural gas, heat, cooling, energy, light, power, sewer service, water, refuse disposal and other utilities and services supplied to the Premises, together with any related installation or connection charges or deposits (collectively, "Utility Costs") incurred during the Lease Term through Rent. If any services or utilities are jointly metered with other premises, Landlord will make a reasonable determination of Tenant's proportionate share of such Utility Costs.

7.02 Services at Premises. The Building will be accessible to Tenant 24 hours per day, 7 days per week. There is no charge for HVAC, rate is included in the Rent throughout the Occupancy Period. Tenant is responsible for contracting with their own phone, internet, electrical, janitorial service providers, and any service providers referenced in 7.01. Landlord shall provide ample lighting in common areas, parking areas, and building entrances. In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Premises unless such interruption was caused by the negligence or willful misconduct of Landlord. All contract services shall be coordinated with Landlord's Property Management contact listed in Article 1 prior to installation. There is mail service available to Tenant at the Building.

ARTICLE 8 – OPERATING EXPENSES

8.01 Operating Expenses. Landlord is responsible for Operating Expenses as established in Article 1. "Operating Expense" means all reasonable costs and expenses incurred by Landlord with respect to the ownership, maintenance and operation of the property including: maintenance, repair and replacement of the heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems, paving and parking areas, roads and driveways; maintenance of exterior areas such as gardening and landscaping, and signage; maintenance, repair and replacement of the roof, roof membrane, flashings, gutters, downspouts, roof drains, skylight and waterproofing; painting; pest control; window washing; supplies; lighting; cleaning; refuse removal; security; utility services attributable to the Common Areas; Building personnel costs; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property; fees for required licenses and permits; costs and expenses required by any governmental or quasigovernmental authority or by legal requirements, for any reason, including capital improvements, whether capitalized or not, and the cost of any capital improvements made to the Property by Landlord that improve life-safety systems or reduce operating expenses (such costs to be amortized at a rate agreed to by both Landlord and Tenant); and a property management fee not to exceed one percent (1%) of the gross rents of the Property for the calendar year. Operating Expenses do not include: (a) debt service subsequent to mortgages or ground rent subsequent to ground leases; (b) costs of restoration to the extent of net insurance proceeds received by Landlord; (c) leasing commissions and Tenant improvement costs; (d) brokerage or litigation expenses relating to disputes with

Tenants; (e) cost of construction allowances provided to other Tenants; (f) costs to rectify or correct any defect in the original design and construction of the Building; or (g) blanket operational and insurance expenses and costs of any other properties that is not at the physical address of Property and Premises of this Lease.

8.02 Reconciliation Period. ***INTENTIONALLY OMITTED.***

ARTICLE 9 – CONDITION AND MAINTENANCE OF PREMISES

9.01 Existing Condition. Subject to further provisions, Tenant hereby accepts the Property and the Premises in good condition, subject to all legal requirements; provided, however, Landlord agrees to provide Tenant Improvements, if applicable, included in Exhibit B, for the Premises, utilizing building standard materials prior to Commencement Date. Landlord represents and warrants the condition of the Property and the Premises for Tenant's intended use shall be in good working order throughout Tenant's Occupancy Period.

9.02 Landlord's Obligations. Subject to the provisions of Article 11 (Casualty and Condemnation), Landlord will maintain the Common Areas in good order, condition and repair and will keep the foundation, roof, building systems, structural supports and exterior walls of the improvements on the Property in good order, condition and repair. Landlord will comply with all applicable, current and future laws, codes, regulations, including those relating to handicap and the Americans with Disabilities Act ("ADA") of 1990 requirements. Tenant will promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. Landlord will repair any damage to the Property, within a reasonable period of time, as outlined in Article 13.02, at Landlord's sole cost and expense unless any damage to the Premises or the Property is a result of negligence or willful conduct by Tenant.

9.03 Tenant's Obligations. Subject to the provisions of Article 11 (Casualty and Condemnation), Tenant will keep all portions of the Premises in good order, condition and repair, normal wear and tear excepted.

9.04 Tenant's Alterations. Any alterations, additions, or improvements made by the Tenant to the Premises ("Alterations") shall be subject to approval by Tenant's Authorization Contact and Landlord's prior written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing to the contrary, Tenant shall not make (i) any structural alterations, improvements or additions to the Premises that (a) will adversely impact the Building's mechanical, electrical or heating, ventilation or air conditioning systems, or (b) will adversely impact the structure of the Building, or (c) are visible from the exterior of the Premises, or (d) will result in the penetration or puncturing of the roof, ceiling or floor, without, in each case, first obtaining Landlord's prior written consent or approval to such Alterations (which consent or approval shall be in the Landlord's sole and absolute discretion). All work will be performed in accordance with plans and specifications approved in advance and in writing by Landlord. Alterations to the Property or Premises made by or on behalf of Tenant must comply with State of Alabama laws, rules and guidelines.

9.05 Surrender. Upon expiration or earlier termination of the Lease, Tenant shall peaceably surrender the Premises broom clean, ordinary wear and tear excepted. Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article 11 (Casualty and Condemnation). Landlord may require Tenant to remove any alterations, additions, or improvements prior to the expiration of the Lease Term and to restore the Premises to its prior condition at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except that Tenant may remove any of Tenant's equipment and personal property which can be removed without material damage to the Property so long as Tenant repairs any damage caused by such removal within thirty (30) days following the expiration or earlier termination of the Lease.

ARTICLE 10 – HAZARDOUS MATERIALS

10.01 Reportable Uses Require Consent. The term “Hazardous Substance” as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Property or Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment, the Property or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, PCB’s, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Property or the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of the Landlord, which consent may be given or withheld in Landlord’s sole discretion, and timely compliance with all Legal Requirements. “Reportable Use” shall mean (i) the installation or use of any above ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Property or the Premises of a Hazardous Substance with respect to which any legal requirements requires that a notice be given to persons entering or occupying the Property or the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials, in reasonable quantities, which are reasonably required to be used in the normal course of the Permitted Use, so long as the use thereof is in compliance with all legal requirements, is not a Reportable Use, and does not expose the Property or the Premises or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may condition its consent to any Reportable Use upon receiving such additional assurances as Landlord reasonably deems necessary to protect itself, the public, the Property, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications.

10.02 Duty to Inform Landlord. Tenant shall provide Landlord, in a timely manner, written notice of any Hazardous Materials Substance that has come to be located in, on, under or about the Premises or Property which Tenant becomes aware of during the Lease Term, whether caused by Tenant or any other persons or entities. Tenant will provide any report, notice, claim other documentation which it has concerning the presence of such Hazardous Substance.

10.03 Tenant Remediation. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant’s sole cost and expense, take all investigatory or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Tenant.

10.04 Investigations and Remediations. Landlord shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises except as outlined in Article 10.03.

10.05 Duty to Inform Tenant. Landlord guarantees that the Property and Premises was not constructed using any Environmentally Hazardous Materials (“EHM”) and is free of any Environmentally Hazardous Materials. Landlord will promptly remove any EHM found in the future at the Landlord’s sole cost and expense.

ARTICLE 11 – CASUALTY AND CONDEMNATION**11.01 Damage to Premises.**

(a) If the Premises are destroyed or rendered untenable, either wholly or in part, by fire or other casualty (“Casualty”), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease Term as of the date the Casualty occurred in which event this Lease shall terminate and neither party shall have further liability hereunder (except that each party shall continue to be liable for all obligations which are expressly indicated in this Lease to survive the termination of this Lease). Landlord will notify Tenant within thirty (30) days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease Term.

(b) If the Property is destroyed or damaged by Casualty and Landlord elects to repair or restore the Property pursuant to the provisions of this Article 11, any Rent payable during the period of such damage, repair and/or restoration will be reduced according to the degree, if any, to which Tenant’s use of the Premises is impaired.

(c) The provisions of this Article 11 will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Property or the Premises.

11.02 Condemnation. If more than 20% of the floor area of the Premises is taken by eminent domain, either Landlord or Tenant may terminate the Lease as of the date the condemning authority takes title or possession, by delivering notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither party terminates the Lease, this Lease will remain in effect as to the reduction in the floor area of the Premises.

ARTICLE 12 – ASSIGNMENT AND SUBLETTING.

12.01 Tenant’s Right to Sublease. Assignment or subleasing by Tenant requires Landlord’s prior written consent which shall not be unreasonably withheld or delayed provided that the Subtenant or Assignee’s use of the Premises and number of employees and clients are comparable to Tenant’s use and number of employees.

ARTICLE 13 –DISPUTE RESOLUTION AND REMEDIES

13.01 Dispute Resolution. Should a dispute between the parties relate to the payment of money to the Landlord, the sole remedy of the Landlord shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between the parties, senior officials of Landlord and Tenant who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the Tenant to the use of alternative methods to attempt to resolve a dispute is not a waiver of the Tenant’s right to assert sovereign immunity.

13.02 Notice to Landlord. Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease and to any ground lessor, mortgagee or beneficiary under any Security Document encumbering the Property whose name and address have been furnished to Tenant. Landlord will not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant’s notice. If Landlord (mortgagee or beneficiary) cannot perform any of its obligations due to events beyond its reasonable control, the time provided for such performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond Landlord’s reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and legal requirements. In the event that the breach or noncompliance continues to be evidenced sixty (60) days beyond the date of the

written notice, Tenant may either: (1) Immediately terminate the Lease without additional written notice; or, (2) enforce the terms and conditions of the Lease and seek any legal or equitable remedies. In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

ARTICLE 14 – PROTECTION OF LENDERS AND OWNERS

14.01 Subordination. Tenant agrees that this Lease and the rights of Tenant here under shall be subject and subordinate to any and all deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, “Security Documents”) which now or hereafter constitute a lien upon or affect the Property, the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Landlord’s estate or interest in the Property by reason of any termination or foreclosure of any such Security Documents, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor in interest to Landlord.

14.02 Non-Disturbance and Attornment. Provided that Tenant’s occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord’s, or interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord’s interest in the Property and to recognize such transferee as the new Landlord under this Lease.

ARTICLE 15 – TERMINATION

15.01 Montgomery City Clause. In the event the State of Alabama or an entity thereof constructs, purchases, or expands an office building in the City of Montgomery for occupancy by Tenant, or in the event existing State-owned office space becomes available in the City of Montgomery for occupancy by Tenant, the Tenant may cancel this Lease by giving written notice to Landlord of no less than six (6) months.

15.02 Cancellation Clause. It is expressly understood and agreed by the parties hereto that the Tenant shall have the option to terminate this Lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate funds to the Tenant to make rental payments for the ensuing fiscal year. It is further agreed that in the event of the proration of the fund from which payment under this Lease is to be made, the Lease will be subject to termination at the option of the Tenant.

15.03 Early Termination. This Lease may be terminated by the Tenant in accordance with this clause, in whole, or from time to time in part, whenever the Tenant shall determine that such termination is in the best interest of the State as determined by the Director of Finance in his sole discretion. The Tenant shall provide the Landlord a minimum thirty (30) days’ notification prior to the termination. The Tenant will pay the portion of unamortized tenant improvements and commissions associated with the remaining Lease term, defined in Exhibit B. However, the Landlord shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

15.04 Unamortized Tenant Improvement Costs. ***INTENTIONALLY OMITTED***

15.05 Landlord’s Registration with the Secretary of State. Pursuant to Code of Alabama Title 10A, Alabama Business and Nonprofit Entities Code, corporations, limited partnerships, limited liability companies, professional associations, employee cooperative corporations, and real estate investment trusts formed in Alabama are “domestic” entities and their existence is recorded with the Secretary of State. Such entities formed and existing

under the laws of a jurisdiction other than the State of Alabama are “foreign entities” and in order to transact business in Alabama must register with the Secretary of State. If the Landlord or its successors are not found on the Alabama’s Secretary of State’s website, this failure will constitute an Event of Default by the Landlord and subject to Tenant’s right to terminate the Lease, with no further financial obligations. Landlord has included a Business Entity Record Certificate from the Secretary of State’s website in Exhibit D.

15.06 Lease Termination Invoicing. Upon lease termination, credits and applicable invoices for payments due shall be adjusted to the date of Lease termination and shall be submitted within ninety (90) days after the Lease termination date. Invoices submitted more than ninety (90) days after Lease termination shall not be honored.

15.07 Event of Default by Landlord. Each of the following is an “Event of Default” by Landlord”: (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such thirty (30) day period and thereafter to diligently pursue such cure to completion but no later than sixty (60) days and (b) any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on date made.

15.08 Remedies of Tenant. Upon occurrence of an Event of Default by the Landlord, Tenant has the remedies available to Tenant at law or in equity. Tenant shall have the right to terminate this Lease by giving Landlord a written Notice of Termination. Upon the Expiration Date, this Lease comes to an end. Landlord shall remain liable for any breach of Landlord’s obligations under this Lease occurring before such Expiration Date. Any and all of Tenant’s obligations will terminate.

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.01 Immigration Laws. Pursuant to Alabama Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of this 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.

16.02 Not a Debt of the State. Under no circumstances shall the commitment under this Lease constitute a debt to the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the Term of this Lease, the Tenant’s commitments under this Lease are payable solely from amounts appropriated by the Alabama Legislature for the Tenant as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year. The Landlord’s sole remedy for the settlement of any and all disputes arising under the terms of this Lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

16.03 Nondiscrimination in Employment. The Landlord agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability, or any other classification protected by federal or Alabama State Constitutional or statutory law; nor may they be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of the Contract with the State or in employment practices of the State’s contractors. Accordingly, Landlord shall, upon request, be required to show proof of nondiscrimination and to post in conspicuous places, available to all employees and applicants, notice of disclosure.

16.04 Brokers. **INTENTIONALLY OMITTED.**

16.05 Rent Payments. Any additional, applicable, expenses, costs, Maintenance Repairs, Improvements or Capital Expenditures that may arise during the Lease Term and any Extensions thereafter shall be agreed to by both Landlord and Tenant. Any additional, applicable, expenses incurred during the Occupancy Period by Tenant will require an Amendment between Landlord and Tenant to establish terms and provide supporting documentation that may be required by the Code of Alabama 1975.

16.06 Severability. If any provision of this Lease shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the Lease Term, be enacted, then that conflicting provision in the Lease shall be deemed null and void.

16.07 Exemption. The Tenant notwithstanding any provision of this Lease, incorporations or amendments hereto, does not release or waive, expressly or implied its right to assert sovereign immunity or any other affirmative defense right it may have under law.

16.08 Interpretation. For the purposes of this Lease, (a) the word "or" is not exclusive; and (b) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Lease as a whole. Unless the context otherwise requires, references herein; (a) to subsections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Lease; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Lease to the same extent as if they were set forth verbatim herein. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

16.09 Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between Landlord and Tenant pertaining to the lease of the Premises. All amendments to this Lease must be in writing and signed by all parties.

16.10 Notices. All notices, demands or communications required or permitted under this Lease (the "Notices") shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 1 of this Lease. Notices to Landlord shall be delivered to the address set forth on Article 1 of the Lease. Notices shall be effective on the date of delivery.

16.11 Waivers. Any waiver, to be effective, must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent is not a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check will be binding on Landlord.

16.12 Binding Effect; Choice of Law. This Lease will bind any party who legally acquires any rights or interest in this Lease from Landlord or Tenant, provided that Landlord will have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. All provisions of this Lease must be construed as covenants running with the land. This Lease shall be governed by the laws of the State of Alabama.

16.13 Survival. The representations and warranties set forth herein, and the obligations and covenants of this Lease, survive the termination of this Agreement.

16.14 Time is of Essence. Time is of essence to this Lease and to each of its provisions.

16.15 Additional Provisions. The Exhibits, Addendums and riders, if any, attached hereto, are incorporated herein by reference.

16.16 No Agreement until Signed. No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease has received all requisite signatures.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

LANDLORD:

Franklin County Commission

Barry Moore
Barry Moore
Chairman
12 27 22
date

APPROVED:

Kay Ivey
Kay Ivey, Governor
State of Alabama
2 27 23
date

N/A
Bill Poole, Finance Director
Alabama Department of Finance
 / /
date

APPROVED AS TO FORM:

Tamara Pharrams
Tamara Pharrams, Associate Counsel
AL Dept. of Finance, Legal Division
2 24 2023
date

Mickey Allen
Mickey Allen, Assistant Finance Director
Real Property Management
2 22 23
date

John Beeland
John Beeland, Director
Division of Leasing Management
2 14 23
date

AGENCY:

**ALABAMA DEPARTMENT OF
PUBLIC HEALTH**

Scott Harris
Scott Harris, MD, MPH
State Health Officer
2 3 23
date

Brian Hale
Brian Hale
General Counsel
1 31 23
date

Judy Smith
Judy Smith, Administrator
1 27 2023
date



DLM Received: 	DLM Received:
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY, SITE PLAN, PARKING, FLOOR PLAN

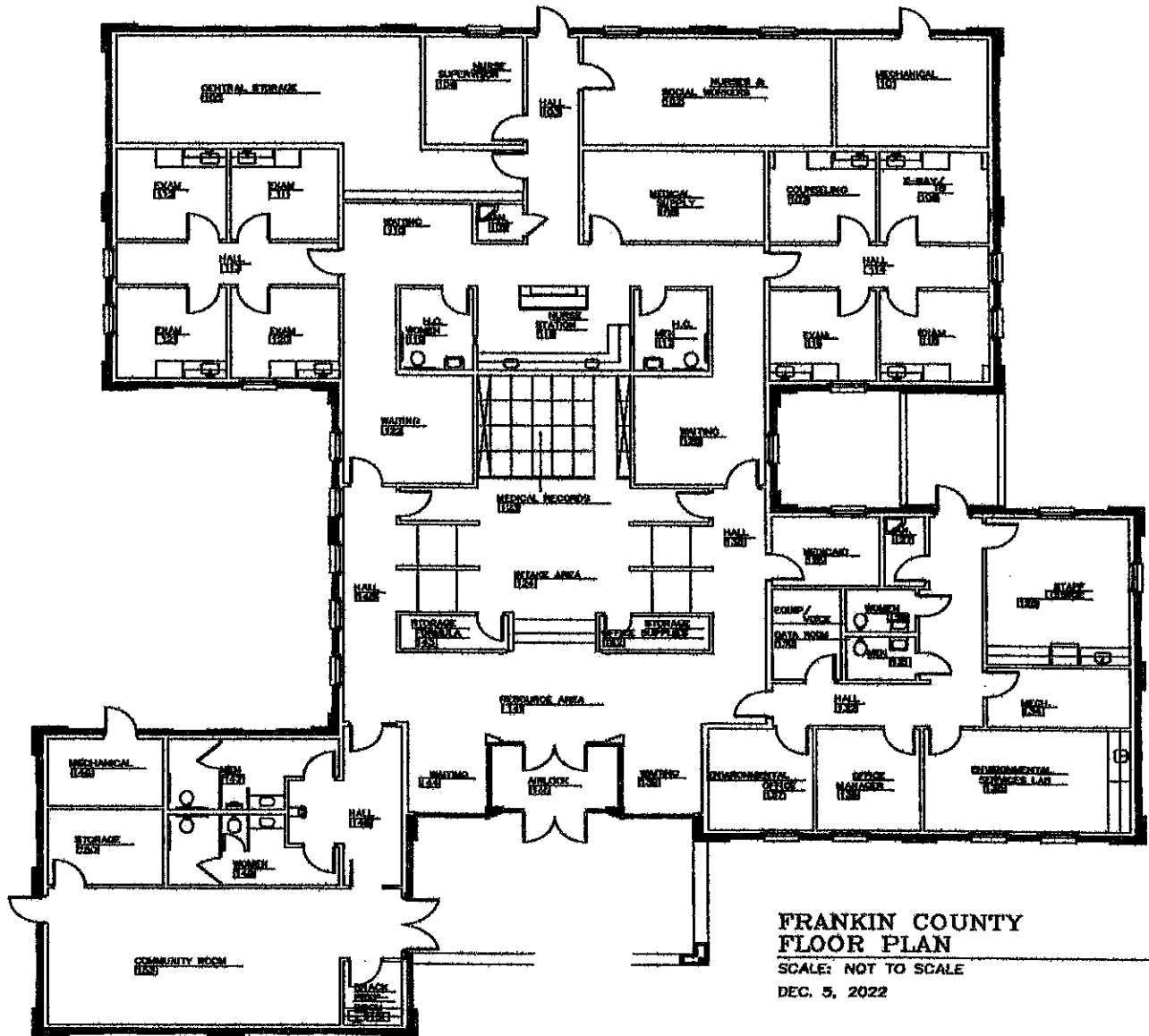


EXHIBIT A (CONTINUED)

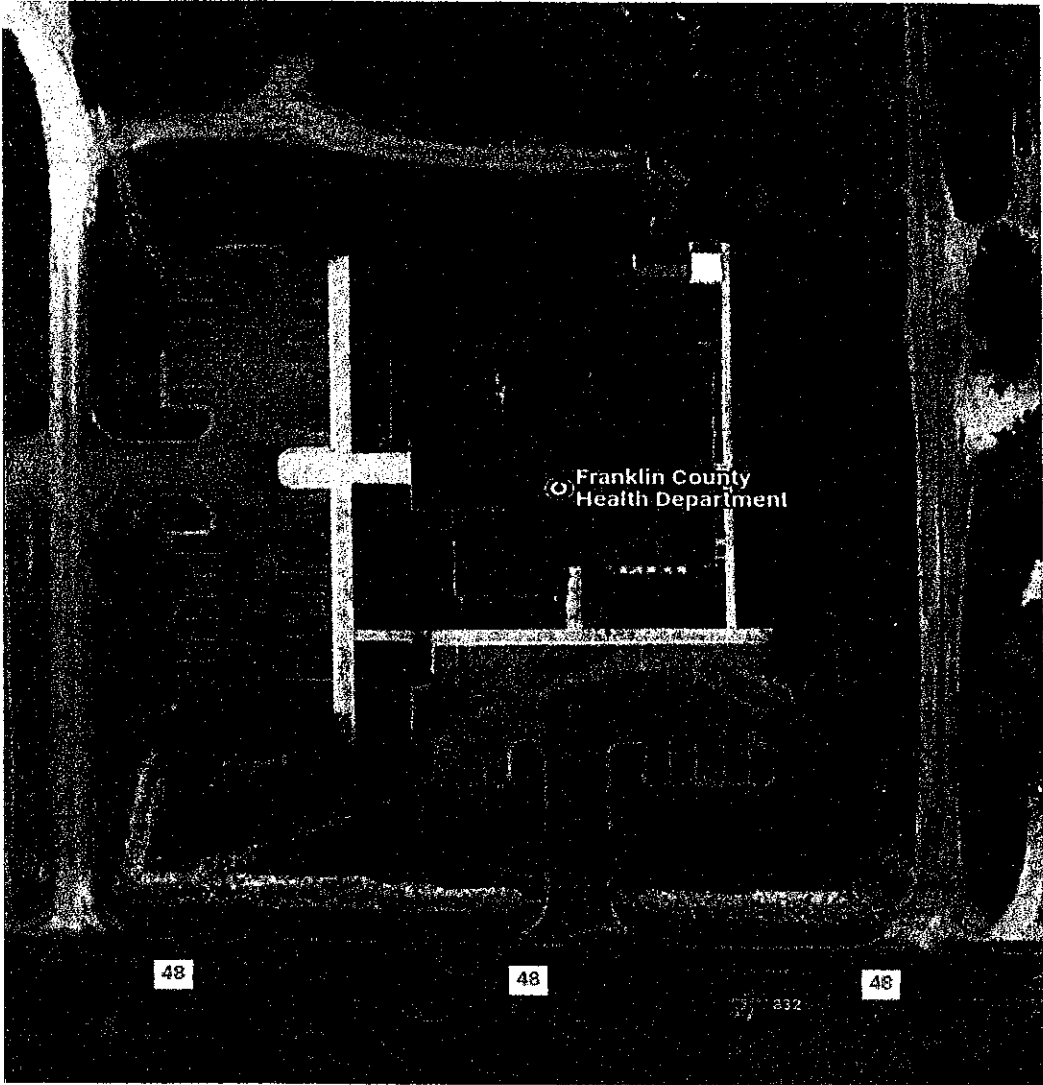


EXHIBIT B

TENANT IMPROVEMENTS

INTENTIONALLY OMITTED

EXHIBIT C

EXTENSION TERM

INTENTIONALLY OMITTED

EXHIBIT D

SECRETARY OF STATE, BUSINESS ENTITY RECORD CERTIFICATE

INTENTIONALLY OMITTED

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

LANDLORD RULES AND REGULATIONS
INTENTIONALLY OMITTED

CHAIRMAN PRO TEM

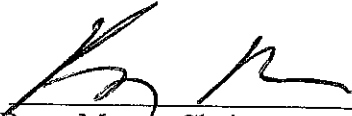
It is on motion of Mr. David Hester, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to that District III Commissioner Joseph Baldwin fill the Chairman Pro Tem role for FY22-23 due to it being the 3rd year in the commissioner's terms.

REDEMPTIONS

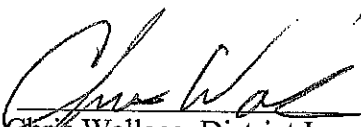
There were no redemptions therefore no action was taken.

ADJOURNMENT

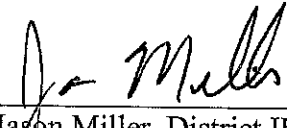
It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, that the meeting be adjourned.



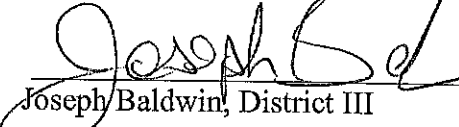
Barry Moore, Chairman



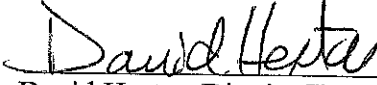
Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV