

STATE OF ALABAMA)
COLBERT COUNTY)

Minutes of a Regular Meeting
of the
Colbert County Commission
7/19/2022

The Colbert County Commission met today in regular session at the Colbert County Courthouse. Chairman Isom called the work session to order at 5:00 p.m. with the regular meeting following at 5:52 p.m., being the time and place previously scheduled for such work session and regular meeting. All Commissioners answered "present" at the call of the roll. Commissioner Gardiner offered the prayer and led the Pledge of Allegiance. Chairman Isom declared that a quorum was present for the purpose of the transaction of business.

PUBLIC COMMENTS

None

BOARD APPOINTEE REPORTS

None

AWARDS AND PRESENTATIONS

None

PUBLIC HEARING

None

CONSENT AGENDA

Chairman Isom announced that the business before the Commission was the approval of the consent agenda. Commissioner Gardiner made motion to adopt and approve the matters placed on the consent agenda during the work session. The motion was duly seconded by Commissioner Bailey. Chairman Isom stated that the adoption and approval of a consent agenda comprised of the following items of business was properly before the Commission and stated the matters as follows:

1. Waived reading of June 21, 2022 minutes and approved the same as written.
2. Approved payment of July 5, 2022 bills as presented by the Chief Financial Officer.
3. Approved the following resolution authorizing and providing for the issuance, sale, and delivery of a \$600,000.00 General Obligation Warrant:

RESOLUTION NUMBER 2022-0047

*A RESOLUTION AND ORDER AUTHORIZING AND PROVIDING FOR THE
ISSUANCE, SALE AND DELIVERY OF AN INTEREST BEARING GENERAL
OBLIGATION WARRANT, SERIES 2022-B, OF COLBERT COUNTY IN THE
PRINCIPAL AMOUNT OF NOT MORE THAN \$600,000.00*

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION
(herein called the "Governing Body") OF COLBERT COUNTY, ALABAMA (herein
called the "County") as follows:

Section 1. The Governing Body does hereby find and determine, warrant and
represent as follows:

- a) The Governing Body has previously issued its \$600,000.00 maximum principal amount General Obligation Warrant, Series 2022, dated February 2, 2022 (the "Temporary Loan") to finance the acquisition of various items of equipment to be owned and used by the County (the "New Equipment Improvements") outstanding in the amount of \$600,000.00. With construction substantially complete, the Governing Body of the County now wishes to currently refund the Temporary Loan, pursuant to its powers set forth in Sections 11-28-1 et seq. of Title 11 of the CODE OF ALABAMA 1975, as amended (the "Enabling Law"), the Temporary Loan by issuing its \$600,000 maximum principal amount General Obligation Warrant, Series 2022-B, dated as of August 1, 2022 (the "Warrant"), to provide for a more permanent source of financing for the New Equipment Improvements. The County has reviewed various purchase proposals and has chosen Bank Independent, Tuscumbia, Alabama, to serve as the lender and purchaser in connection with issuing the Warrant.
- b) The County has almost completed the acquisition of the New Equipment Improvements located within Colbert County, Alabama.

Section 2. For the purpose of currently refunding the Temporary Loan, the County shall sell and deliver to Bank Independent (the "Lender") its General Obligation Warrant, Series 2022B (herein called the "Warrant") in the principal amount of not more than \$600,000, bearing interest at a per annum rate equal to 2.79% (subject to adjustment upon a determination of taxability as set forth on the face of the Warrant), with 60 payments of principal and interest due on August ___ 2022, and on the ___ day of each month thereafter with a final payment of all outstanding principal plus accrued but unpaid interest being due on August ___, 2027 (the "Maturity Date"). The Warrant shall be payable as to both the principal advanced thereon and interest accrued from the date of the closing thereof as stated above, subject, however, to optional prior redemption by the County as provided in the form of Warrant hereinafter authorized, and shall be payable as to both principal and interest at the designated office of the said Lender in Tuscumbia, Alabama. The Warrant shall be dated as of the date of the sale and delivery thereof being August 1, 2022. The principal of and interest on the Warrant shall be a general obligation of the County and the County hereby pledges its full faith and credit to the repayment of the Warrant. The Warrant is non-revolving.

Section 3. The Warrant shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF ALABAMA

COLBERT COUNTY, ALABAMA
GENERAL OBLIGATION WARRANT
SERIES 2022-B

NOT MORE THAN
\$600,000.00

COLBERT COUNTY, ALABAMA, a county organized and existing under and by virtue of the laws of the State of Alabama (herein called the "County") for value received, hereby promises to pay to the order of BANK INDEPENDENT (the "Payee"), and the County hereby orders and directs the Chief Financial Officer of the County to pay to said Payee or registered assigns solely from the Fund of the County (as described below), the aggregate of the principal sums advanced hereon, as shown on the schedule attached hereto and made a part hereof by this reference, but not more than

SIX HUNDRED THOUSAND DOLLARS AND 00/100s
(\$600,000.00)

as set forth below, together with interest on the principal advanced hereon at a per annum rate equal to 2.79% with payments of principal and interest being made annually over a 5 consecutive year basis beginning on August 1, 2023, and on August 1 of each year thereafter through and including August 1, 2027 (the "Maturity Date") all outstanding principal plus accrued but unpaid interest. Both the principal advanced and interest on this Warrant are payable in lawful money of the United States of America, at the designated office of the Payee in Tuscumbia, Alabama, at par and without discount, exchange, deduction or charge therefor and each such payment shall be applied to accrued but unpaid interest first and then to the reduction of principal. Interest shall accrue on the basis of the actual number of days elapsed over an assumed 365 day year.

The Warrant is a general obligation of the County and the County has pledged its full faith and credit to the timely repayment of the Warrant.

The County reserves the right to prepay on this Warrant at any time (so long as a business day) before maturity, at its option, by the payment of the principal advanced hereon plus accrued interest thereon to the date of such prepayment, and without prepayment penalty.

This Warrant is all of a duly authorized issue by the County pursuant to the Constitution and laws of the State of Alabama, and a resolution and order and proceedings of the governing body of the County duly held, passed and conducted, for the lawful purpose of providing funds to pay the cost of acquiring equipment to be owned and used by the County (herein, as at any time constituted, called the "Improvements"), under Section 11-28-1 of Title 11 of the CODE OF ALABAMA 1975, as amended.

This Warrant and the interest hereon shall constitute a charge on the general credit or revenues of the County. The general faith and credit of the County are pledged to the payment of the principal of or interest on this Warrant.

If the interest on this Warrant is determined by the Internal Revenue Service to be includable in gross income under Section 103 of the Internal Revenue Code of 1986 (the "Code") or if it is determined by the Internal Revenue Service that the Warrant is not a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code, this obligation shall bear interest on the principal amount hereof that is or was outstanding during the period covered by such determination from (a) the date such interest must be included in such gross income, or (b) the date the holder is required to take 100% (rather than 20%) of the interest hereon into account in complying with the said Section 265(b), whichever is the earlier, at the per annum rate of 5.00%. If either such determination is made, the difference between (1) the interest then due computed at the higher rate, and (2) the interest already paid at the lower rate, shall be paid within thirty days after the date a written notice is mailed by the holder hereof to the County stating that such a determination has been made and stating the amount of additional interest that is then due. The obligation to pay such additional interest shall survive the payment of the principal hereof. Interest shall be computed on the basis of actual number of days elapsed over an assumed 365-day year. The principal of and interest on this Warrant are payable in lawful money of the United States of America, at par and without deduction for exchange or costs of collection. The Warrant is non-revolving.

The County has established a special fund (referred to as the "Series 2022-B Warrant Fund") from which it has obligated itself to pay or cause to be paid from said funds, sums sufficient to provide for the payment of the principal of and interest on the Warrant as the same mature and come due.

It is hereby recited, certified and declared that the obligation evidenced by this Warrant will be lawfully due, without condition, abatement or offset of any description, and that all conditions, acts and things required by the Constitution and laws of the State of Alabama to happen, exist or be performed precedent to or in the issuance of this Warrant and the adoption of the ordinance authorizing its issuance have happened, do exist and have been performed as so required.

IN WITNESS WHEREOF, the County, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Chairman and attested by its Clerk, and has caused this Warrant to be dated as of August 1, 2022.

Section 4. The Warrant shall be executed in the name and on behalf of the County by the Commission Chairman and attested by the County Administrator of the County. The said officers are hereby authorized and directed to date, execute and attest the Warrant.

Section 5. The Warrant, duly executed as aforesaid, shall be sold and delivered at private sale to the Lender upon payment to the County of the first advance against the face amount thereof and the proceeds therefrom shall be used to currently refund the Temporary Loan in its entirety. The Chairman of the County Commission of the County is hereby authorized and directed to effect such delivery when funds are required for the acquisition of the New Equipment Improvements, and in connection therewith, to deliver such closing papers containing such representations as are required to demonstrate the legality of the Warrant, the validity of the pledge to the payment thereof, and the absence of any pending or threatened litigation with respect thereto. The said County Administrator or Chief Financial Officer of the County shall give a receipt to said purchaser for the initial advance on the Warrant. The proceeds from the advances on the Warrant shall be held in trust by the said Chief Financial Officer and disposed of only for the purpose for which the Warrant is issued. Such proceeds shall be used to currently refund the Temporary Loan in its entirety which was originally incurred to finance new capital improvements constituting the New Equipment Improvements.

Section 6. The Warrant constitutes a general obligation of the County and the County hereby pledges its full faith and credit to the repayment of the Warrant.

Section 7. The County warrants and represents that it has the rightful power and lawful authority to issue the Warrant as provided in this resolution and that upon the issuance of said Warrant, the total amount of chargeable debt of the County does not exceed five percentum (5.00%) of the total net assessed value of the property within the geographical limits of the County for the next preceding fiscal year.

Section 8. Until the principal of and interest on the Warrant shall have been paid in full, or provision shall have been made for such payment, the County hereby covenants and agrees as follows:

- (a) It shall not mortgage the New Equipment Improvements or otherwise pledge except for the benefit of the Warrant, unless such mortgage and pledge are made secondary and subordinate in all respects to the pledge herein made for the benefit of the Warrant.
- (b) It shall not sell, lease or convey all or any substantial portion of the New Equipment Improvements (other than such parts as may become obsolete, worn out or unsuitable for use as a part of the New Equipment Improvements).
- (c) It shall permit the payee of the Warrant to examine and inspect the New Equipment Improvements and all papers, books, records, accounts and data of the County required to be maintained hereby at all reasonable times, and shall permit copies or transcripts thereof to be made at all reasonable times.
- (d) All obligations imposed by law upon the County by reason of the issuance of the Warrant are hereby recognized and assumed by the County whether or not set forth herein.
- (e) It will agree to maintain reasonable insurance coverage (covering property damage and hazard perils) on said New Equipment Improvements as may be reasonably required by the Lender.

Section 9. The County hereby covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly on the due date thereof, it will pay to the payee of the Warrant all reasonable expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. The Warrant shall bear interest at the rate of 5.00% per annum from and after maturity if not then paid.

Section 10. The terms, provisions and conditions set forth in this resolution constitute a contract between the County and the payee or holder of the Warrant, and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

Section 11. The Chairman and/or County Administrator of the County are each hereby authorized to execute and deliver any and all other documents necessary or convenient to effectuate the issuance of the Warrant and to execute and deliver any and all other documents, certificates, and instruments which may be requested by the Lender to facilitate the issuance of, and the purchase of, the Warrant by Lender. The Chairman and/or County Administrator of the County are also each hereby authorized to negotiate any remaining terms of the Warrant (or other deal terms whether addressed herein or not) with the proposed Lender and to execute and deliver any amendments or extensions of the Warrant prior to or upon maturity of the Warrant.

Section 12. The County hereby authorizes the creation of a fund referred to as the Series 2022-B Warrant Fund and shall pay or cause to be paid into the Series 2022-B Warrant Fund hereby created, an amount necessary each month to satisfy the amount due on the next ensuing payment date. Moneys on deposit in the Warrant Fund shall be used to pay the principal of and interest on the Warrant as such principal and interest mature and become due.

Section 13. The County hereby covenants and agrees with the registered owner from time to time of the Warrant that the proceeds of the Warrant shall not be used or applied by it, and the taxes or other revenues of the County shall not be accumulated in the Warrant Fund in such a manner and no investment of any of the foregoing shall be made, as to cause the Warrant to be or become an "arbitrage bond", as that term is defined in Section 148 of the Code.

With respect to the Code, the County does hereby make the following representations and covenants:

- (a) None of the proceeds of the Warrant will be applied for any "private business use" nor will any part of the proceeds of the Warrant be used (directly or indirectly) to make or finance loans to persons other than a governmental unit.
- (b) The payment of the principal of and interest on the Warrant is not (i) secured in any way by any property used or to be used for a "private business use" or by payments in respect of such property or (ii) to be derived from payments (whether or not to the Municipality) in respect of property, or borrowed money, used or to be used for a "private business use."
- (c) To the extent permitted by law, the County will not take any action, or omit to take any action with respect to the Warrant that would cause the interest on the Warrant not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code.
- (d) The County will make no use of the proceeds of the Warrant that would cause the Warrant to be or become an "arbitrage bond" under Section 148 of the Code.
- (e) The County will comply with the requirements of Section 148(f) of the Code with respect to any required rebate to the United States.
- (f) The County will make no use of the proceeds of the Warrant that would cause the Warrant to be "federally guaranteed" under Section 149(b) of the Code and the payment of the principal of and interest on the Warrant shall not be (directly or indirectly) "federally guaranteed" in whole or in part as described in said Section.
- (g) The County hereby designates the Warrant as a "qualified tax-exempt obligation" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The County does hereby represent that neither it nor its "subordinate entities" have issued in the aggregate more than \$10,000,000 of "qualified tax-exempt obligations" during this calendar year, and the County does hereby further represent that it reasonably anticipates that the amount of neither "qualified tax-exempt obligations" nor "tax-exempt obligations" which will be issued by the County and its "subordinate entities" during this calendar year will exceed \$10,000,000.

The Governing Body of the County acknowledges that it has been necessary for an investigation to be made of the records of the County as to the public corporations, districts, agencies, bureaus or commissions that may constitute "subordinate entities" within the meaning of the Code. For purposes of this investigation, the Chief Financial Officer of the County has identified all of the above entities for which the Governing Body of the County appoints any members of the board of directors or other governing body of the above entities and concluded that the County (and its subordinate entities) has not issued nor does it reasonably anticipate to issue \$10,000,000 or more in bank qualified tax-exempt debt during the current calendar year.

The terms used in this Section in quotation marks shall have the definitions and meanings provided by the Code.

Section 14. The County hereby grants a secured interest in the New Equipment Improvements financed and/or refinanced from proceeds of the Warrant to the Lender and hereby pledges and grants a security interest in said New Equipment Improvements or any revenues derived from the sale thereof. The Lender is hereby authorized to file a UCC Financing Statement to memorialize any security interest in said New Equipment Improvements (with the understanding that said filing likely constitutes notice of said security interest only).

Section 15. The County hereby authorizes and directs the Chairman of the Commission and the County Administrator to complete and timely file the County's Financing Statement and Report as required by the Alabama Department of Examiners pursuant to the laws of the State of Alabama in connection with the issuance of the Warrant.

Section 16. The provisions of this resolution are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this resolution or the Warrant, and this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

-
4. Approved promotion of certain employees as requested by the Probate Judge.
 5. Approved Strategic National Stockpile Regional Distribution Site Grant from Alabama Dept. of Public Health in the amount of \$11,000.
 6. Approved Tennessee Valley Youth Services Overuse Bill in the amount of \$14,628.00.
 7. Approved Request format Copier to be Surplus in the Mapping Department.
-

RESOLUTION NUMBER 2022-0048

A RESOLUTION TO DECLARE CERTAIN PROPERTY AS SURPLUS PROPERTY

WHEREAS, the Colbert County Commission has been informed by the Revenue Commissioner that certain property hereinafter described and previously used in performance of duties in the office of the Revenue Commissioner is no longer required for use by County personnel; and

WHEREAS, the Commission has determined that such property is surplus property and the County has no further use of such property due to the age and condition thereof, and it would be of no economic benefit for the County to retool or refit the property in order that it be able to be returned to service in the office of the Revenue Commissioner.

NOW THEREFORE, BE IT RESOLVED BY THE COLBERT COUNTY COMMISSION, that the following described property be declared surplus property and be disposed of by the Sheriff in a manner that will require no further expenditure by the County or expose the County to any liability in the further use of or operation of such property and the County Commission does hereby authorize the Sheriff to dispose of said property in such manner. The Commission finds that the following constitutes surplus property:

Equipment Description	Equipment ID
2400 WD Savin Wide Format Copier	04607

8. Approved Opioid Litigation Settlement Agreement with defendants McKesson and Johnson & Johnson and authorized the Chair of the Commission to sign future settlement agreements on behalf of the Commission by adoption of the following Resolution:
-

RESOLUTION NUMBER 2022-0046

A RESOLUTION AUTHORIZING COLBERT COUNTY TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN CURRENT AND FUTURE OPIOID SETTLEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and Colbert County, Alabama.

WHEREAS, Colbert County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into various Settlement Agreements and are likely to enter into additional agreements in the future which include the claims for the State of Alabama’s local governments;

WHEREAS the Colbert County finds the terms of the current Settlement Agreements acceptable and in the best interest of the community and anticipates the terms of the future Settlement Agreements to be similarly acceptable;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and Colbert County finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the current and future Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which Colbert County finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY COMMISSION OF COLBERT COUNTY, ALABAMA,

Section 1. That Colbert County finds that participation in the various Opioid Settlements, Settlement Agreement and Sign-On Agreement is in the best interest of Colbert County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Colbert County hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

Section 3. That the Chairperson of the Colbert County Commission (“County Chairperson”) is hereby expressly authorized to execute the Settlement Sign-On Agreements and the County Administrator is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

Section 4. That the County Chairperson is hereby expressly authorized to execute any formal agreement and related documents evidencing Colbert County’s agreement to the settlement of claims and litigation related to the Opioid Epidemic.

Section 5. That the County Chairperson is authorized to take such other action as necessary and appropriate to effectuate Colbert County’s participation in any Settlement related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of Colbert County, Alabama requiring it.

-
9. Approved the modification of Technical Assistant Job description in the Road Department.

UNFINISHED BUSINESS

None.

REPORTS FROM STAFF

Chairman Isom announced that the Commission would hear reports from staff. Upon being recognized by the Chair, the following reports were heard by the Commission:

County Administrator:

Administrator Roger Creekmore reported that effective July 20, the Sheriff's Department hired Jason Melton as deputy at the rate of \$15.00/hr. with no benefits. Andrea Buckwalter was also hired as full-time booking/jailer with an annual pay of \$29,773.44. Creekmore also reported that Kayla Brewer will be working for the Revenue Commissioners Office in the appraisal department effective July 19. Mountain Lakes Board of Directors quarterly meeting is coming up and anyone interested in participating needs to RSVP by tomorrow.

Chief Financial Officer:

CFO April Eaton handed out financial reports. She reported that we are over 75% on several line items but it was done prior to the budget amendment for ARPA premium pay. Increases in the cost of fuel, insurance and utilities are impacting budgets. She stated that we have officially started our 2020-2021 Audit.

County Attorney:

Attorney Edgar Black submitted a resolution to add to agenda regarding the Opioid Settlement Agreement. Black reported that McKesson Settlement w/Alabama is \$141 Million and Johnson & Johnson 74.3 million.

EMA Director:

No Report

County Engineer:

Chief Engineer Jeremy Robison requested the addition of a new job description for s Technical Assistant to be added to the meeting agenda. Work has begun with a private contractor on efforts to mitigate flooding. It may not be a fix but it will be an improvement.

NEW BUSINESS

None

DISCUSSION ITEMS BY COMMISSIONERS

Commissioner Barnes reported that Tom Heflin is retiring as attorney for Shoals Solid Waste and Tri-Cities Solid Waste boards.

Commissioner Gardiner reported on the 26th Annual Saddle Up for St. Jude's. He stated that they were blessed with great weather and generous people. They raised over \$300,000. For St. Jude's. He thanked all who helped to make the event successful.

Commissioner Bailey reported that the first event of the 41st Annual Handy Festival is due to start Thursday. 240 events over an 11-day period. This weekend an event will be held at the Alabama Music Hall of fame. Next week an event will be held in Spring Park. We have a lot of visitors coming into town generating lots of money for our local economy.

COMMISSIONER, DISTRICT 1

COMMISSIONER, DISTRICT 2

COMMISSIONER, DISTRICT 3

COMMISSIONER, DISTRICT 4

COMMISSIONER, DISTRICT 5

CHAIRMAN