

The DeKalb County Commission met in regular session on Tuesday March 11, 2025 at 10:00 a.m. in the DeKalb County Activities Building (Courthouse Annex). Those present were, Shane Wootten (serving as President Protem), Brent Rhodes, Ron Saferite and Lester Black. Absent was President Ricky Harcrow (attending the RSA Quarterly Board Meeting)

The meeting was called to order by President Protem Wootten with Mr. Wootten delivering the Invocation, and Mr. Black leading the Pledge.

It was moved by Mr. Saferite seconded by Mr. Rhodes with all members voting affirmatively, motion carrying to dispense with the reading of the minutes and to accept them as presented in written format.

Valley Joist MOU (EDA)

EDA Director, Dr. Brett Johnson addressed the Commission requesting the original Abatement Incentive for Valley Joist be amended to eliminate “The Job Creation Requirement”. He stated that originally fifty (50) job placements were required in a specific time period. There has been a substantial amount hired, with twenty-nine (29) of those still employed.

Mr. Rhodes made a motion, seconded by Mr. Saferite to eliminate to approve the following Amendment to the MOU with Valley Joist, LLC, the City of Fort Payne and the Industrial Development Board of the City of Fort Payne. All members voting affirmatively, motion carried:

AMENDMENT NO 3 TO MEMORANDUM OF UNDERSTANDING

This Amendment No. 3 to Memorandum of Understanding (this “Amendment”) is made and entered into as of January 7, 2025 (the “Effective Date”) by and among THE CITY OF FORT PAYNE, ALABAMA (the “City”), THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF FORT PAYNE, ALABAMA, a non-profit corporation organized under the laws of the State of Alabama (the “Board”), the DEKALB COUNTY COMMISSION) (“the “Commission” and together with the City and the Board, “Inducers” and each an “Inducer”), and VALLEY JOIST, L.L.C., a Delaware limited liability corporation, together with its successors and assigns permitted under this Agreement (the “Company,” and together with the City, the Board and the Commission, the “Parties,” and each a “Party”). Capitalized terms used herein and not otherwise defined shall have the same meaning as used in the Memorandum of Understanding as defined herein.

RECITALS

A. the Parties are parties to that certain Memorandum of Understanding effective as of May 19, 2019 (“Agreement”) pursuant to which the Company committed to construct, develop and operate in the County and the City a new steel joist and deck product system manufacturing facility to be located on the Project Site, and in connection therewith, the Inducers committed to provide various incentives and perform certain other obligations for the Project;

B. Pursuant to section 3.02 of the Agreement, the Company committed that the Project will result in the creation of not less than fifty (50) new full-time jobs with the applicable compensation by not later than the applicable dates set forth in Section 3.02 (the “Jobs Creation Commitment”);

C. Pursuant to that certain letter from the Company to the Inducers dated May 6, 2020, as supplemented by letter from the Company to the Inducers dated June 2, 2020 (together the “Notice”), the Company notified the Inducers of the occurrence of a Section 7.1 Force Majeure Event under the Agreement that would prevent the Company from meeting its Jobs Creation Commitment under the Agreement, confirmed its continuing commitment to the Jobs Creation commitment and proposed that the Jobs Creation Commitment be revised to provide a new schedule for the fifty (50) new full-time jobs in the City as set forth in the Notice;

D. By Resolution adopted by the City Council of the City at a meeting on December 4, 2020, and other appropriate actions, the Agreement was amended to extend the Jobs Creation Commitment Date until December 31, 2022; and by Resolution adopted by the City Council of the City at a meeting on June 4, 2024, and other appropriate action, the Agreement was further amended, including the extension of the Job Creation Commitment Date until December 31, 2024 (the Agreement as previously amended herein called the “Amended Agreement”).

E. The Company has made a Capital Investment in the Project in excess of \$9,300,000.00 during the period 2019-2024. During such period the Company hired a substantial number of new Full Time Employees for the Project; however, due to continuing adverse economic factors, the Company has had a reduction in the number of original and additional Full Time Employees in the business. The Company has, and will continue to use every commercially reasonable effort to hire new Full Time Employees for the Project as and when reasonably practical to do so;

F. Based upon the foregoing information, the Company has requested that the Inducers execute an amendment to the Amended Agreement which will eliminate the Jobs Creation Commitment, effective December 1, 2024.; and

G. The Parties have agreed to amend the Agreement to reflect the foregoing change as requested by the Company, all in accordance with the terms set forth below.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, recelpt of which is hereby acknowledged, the Parties agree as follows:

1. Amendments to the Amended Agreement. Section 3.02 is hereby deleted in its entirety and Section 7.09 is hereby amended to delete any reference to the Jobs Creation Commitment.

2. Amended Agreement to Remain in Effect. Except as specifically modified by this Amendment, the Amended Agreement shall remain in full force and effect in accordance with its terms.

3. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

IN WITNESS WHEREOF, each of the Company, the Board and the Commission has caused its name to be hereunto subscribed by a duly authorized officer and the City has caused its name to be hereunto subscribed by its Mayor and attested by the City Clerk.

CITY:

FORT PAYNE, ALABAMA, acting by and through Mayor

By: Brian Balne
Name: Brian Balne
Title: Mayor
Date: _____, 2024

COMPANY:

VALLEY JOIST, L.L.C.,
a Delaware limited liability company

By: _____
Name: Timothy Day
Title: Chairman of the Board
Date: _____, 2024

Attest:
Robert A. Parker
Name: Robert A. Parker
Title: City Clerk
Date: _____, 2024

Board:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF
FORT PAYNE, ALABAMA

By: _____
Name: _____
Title: _____
Date: _____, 2024

Commission:

DEKALB COUNTY COMMISSION
By: Richard Hance
Name: Richard Hance
Title: President
Date: 5-11-25, 2024

*Note: Awaiting signatures of Industrial Development Board of the City of Fort Payne and Valley Joist, LLC.
Original copies will be filed in the Commission Office.*

Road Department

Update—Mr. Young stated that crews were continuing to haul chert in Districts One, Two and Three, as well as prep work on roads that are included on the FY25 paving list. He stated paving should begin the first of next month.

Personnel—Mr. Young requested approval for the following personnel transfers:

Nick Harvey from Shop to D1
Kyle May from D1 to Unit Crew
Promote Kevin Spurlock from Tire Man to Mechanic
Demote Lucas Jones from Mechanic to Tire Man

Mr. Black made a motion to approve the request. Seconded by Mr. Rhodes All members voting affirmatively, motion carried.

Engineer

Award Rebuild AL Bid—Mr. Luther presented Bid Tabs for the Rebuild Alabama Annual surface treatment and made the recommendation to award the bid to Charles E. Watts, Inc. who had the lowest bid at \$2,058,640.33 for both Project #'s. RA-DCP-25-01-2025 thru RA-DCP-25-33-2025, and 2) Other Various Roads. (Two other bids were received—Russell Standard--\$2,826,684.90 and Central AL Asphalt \$3,221,524.80).

Mr. Saferite made a motion to approve. Seconded by Mr. Rhodes. All members voting affirmatively, motion carried to award the bid to Charles Watts. *Note: This is a per unit cost. JG treatment is \$4.55/yd and G treatment is \$2.04/yd.*

Award Roadside Herbicide Bid—Mr. Luther presented Bids Tabs for the County's Roadside Application of Herbicides and made the recommendation to award the bid to ChemPro Services who had the lowest bid at a cost of \$128,570.00. (Two other bids were received—IVM Solutions \$135,976 and Opterra Solutions \$299,000).

Mr. Rhodes made a motion to accept the recommendation to award the Herbicide Treatment bid to ChemPro Services. Seconded by Mr. Black, all members voting affirmatively, motion carried. *Note: This is a per unit cost of \$27.95/acre. Total 4,600 acres. And, it is for 2 applications (fall and spring).*

Road Dept Pickup Truck Bids—Mr. Luther presented Bid Tabs for Selling Four (4) 2024 Chevy Silverado 1500 4WD /crew /cab 147" Custom Trail Boss Pickup Trucks at the Road Department. One bid was received from JJ Merchant for \$167,111.08 (total for all four). Mr. Luther stated that discussion had been ongoing since the bids were put out about retaining the vehicles and transferring them to other departments. Mr. Sharp made the recommendation to reject the bid, and assign them to other departments (to be determined).

Mr. Rhodes made a motion to reject the bids for the vehicles. It was seconded by Mr. Saferite. All members voting affirmatively, motion carried.

Deerfield Phase I – Preliminary Plat (D4)—Mr. Luther requested Preliminary Plat Approval for "Deerfield Phase I Subdivision" located off CR 180 (D4), The request was submitted by R & J Keef Properties, LLC. Mr. Luther stated that the Phase I Major Subdivision Project meets all requirements and made the recommendation to approve and issue the permit to begin Phase I of the development.

Mr. Black made a motion to approve. Mr. Rhodes Seconded the motion. All members voting affirmatively, motion carried

Sheriff's Office

Personnel—Chief Edmondson asked the Commission to accept the resignation of Deputy Tyler Pruitt and approval to transfer Zac Priest from PT to Full Time Deputy.

Mr. Saferite made a motion to approve. Seconded by Mr. Rhodes All members voting affirmatively, motion carried.

Jail

Personnel—Chief Wright asked for the Commission's approval for the following personnel hires, transfers, promotions and resignations:

New Hires—Corrections

- Andrew Ingebrigtsen (replaces Donovan Wilkins – resigned 2/14/2025)
- Taylor Pendergrass (replaces Ralph Lemons – resigned 2/23/2025)
- Jareth Crowe (replaces Ivan Dougan – on military leave FT 1/1/2025)
- Sabrina Garmon (replaces Jaycee Bowen – resigned 2/17/2025)
- Ethan Wright (replaces Cody Dupree – resigned 2/27/2025)
- Katlynn Waldrop (replaces Brooke Murphree – resigned 2/16/2025)
- Adam Santiago (replaces Jean Clark position – transferred to kitchen Jan 2025)

New Hires—Medical

- Lawanda Pike (RN) (replaces Josh Wilburn who replaced Jessica Lupinetti for less than one month – resigned 12/30/2024).
- Danny Howell (RN) (replaces Cera Whitmire – resigned 2/10/2025)

Transfer

- Kindall Blevins from Shift Sgt. to Administrative Assistant

Promotions:

- Bruce Vaughn to Shift Sgt. (replaces Kindall Blevins/Taylor)
-

Retirements:

- Ronnie Brooks (Jail) and Wilma Clark (Jail Kitchen staff), both effective April 1, 2025.

Mr. Black made a motion to approve. Seconded by Mr. Saferite All members voting affirmatively, motion carried to approve the personnel requests.

County Drone—IT Director Heath Crowe requested permission to declare the County's current Drone as surplus and authorization to purchase a new up-to-date Matrice 4T Model Drone .

Mr. Rhodes made a motion to approve. Seconded by Mr. Black. All members voting affirmatively, motion carried.

Mack Truck Lease Resolution—County Administrator Matt Sharp requested the Commission Adopt a Resolution authorizing and approving Execution of a Contract with Cadence Equipment Finance, a Division of Cadence Bank for the Lease/Purchase of Four (4) Mack Trucks.
Total cost \$776,616.00.

Mr. Saferite made a motion to approve the request. Seconded by Mr. Rhodes. All members voting affirmative, motion carried to adopt the following Resolution authorizing the financing of these 4 Mack Trucks (Road Tractors):

RESOLUTION NO. 25-0311-01

***Resolution Authorizing and Approving Execution of a Contract
With Cadence Equipment Finance, a Division of Cadence Bank***

WHEREAS, the DeKalb County Commission (the "Governing Body") of DeKalb County, Alabama (the "Buyer"), acting for and on behalf of the Buyer hereby finds, determines and adjudicates as follows:

1. The Buyer desires to enter into a Contract with the Delivery Order and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Contract") with Cadence Equipment Finance, a division of Cadence Bank (the "Seller"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").
2. It is in the best interest of the residents served by Buyer that the Buyer acquire the Equipment pursuant to and in accordance with the terms of the Contract; and
3. It is necessary for the Buyer to approve and authorized the contract.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Buyer as follows:

Section 1. The Contract and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Seller and the Buyer is hereby approved and Matt G. Sharp, County Administrator (the "Authorized Officer") is hereby authorized and directed to execute said Contract on behalf of the Buyer.

Section 2. The Delivery Order is being issued in calendar year 2025.

Section 3. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payment identified in the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Buyer) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Buyer to do all things necessary in furtherance of the obligations of the Buyer pursuant to the Contract, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Section 7. The Buyer desires to designate the Contract as a "Qualified tax-exempt obligation" of the buyer, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").


The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be used by the Buyer and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Buyer and all subordinate entities thereof will not issue or enter into excess of \$10,000,000 of tax-exempt obligations (including the Contract, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Seller that the designation of the Contract as a "qualified tax-exempt obligations" will not be adversely affected.

Following the reading of the foregoing resolution, Mr. Saferite moved that the foregoing resolution be adopted. Mr. Rhodes seconded the motion for its adoption.

President Harcrow put the question to a vote. The motion having received the affirmative vote of all members present, President Harcrow declared the motion carried and the resolution adopted this the 11th day of March 2025.


Ricky Harcrow, President


ATTEST:


Matt G. Sharp, County Administrator

Cat Finance/Grader Lease Resolution—Mr. Sharp requested the Commission adopt Resolutions entering into agreement with Caterpillar Financial Services Corporation for the purchase of two (2) Caterpillar Motor Grader.
Total Cost - \$350,405/each.

Mr. Rhodes made a motion, seconded by Mr. Saferite, all members voting affirmatively, motion carried to adopt the following Resolutions (*Contracts 001-70173880 and 001-7073881*):

Attachment B
Contract Number 001-70173880



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Alabama (the "**State**") authorize DEKALB COUNTY COMMISSION (the "**Governmental Entity**"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("**Equipment**") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("**Caterpillar**") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "**Agreement**") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "**Approved Changes**") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "**Authorized Persons**"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
<u>Matt Sharp</u>	<u>County Administrator</u>
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Ricky Harrow, President of DEKALB COUNTY COMMISSION, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature

Title

Date

Ricky Harrow

President

4-11-25

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Alabama (the "State") authorize DEKALB COUNTY COMMISSION (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
<u>Matt Sharp</u>	<u>County Administrator</u>
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Ricky Harrow, President of DEKALB COUNTY COMMISSION, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature	<u>J. Earl Harrow</u>
Title	<u>President</u>
Date	<u>4-11-25</u>

Reappointment—President Protem Wootten, at the request of Top of Alabama Regional Housing Authority made the recommendation to approve the following Certificate of Reappointment of Mr. Arlan Blevins as Board Member for another term expiring on April 13, 2028.

Mr. Black made a motion to approve. Seconded by Mr. Rhodes. All members voting affirmatively, motion carried.

2025 Spring Clean-up—President Protem Wootten notified the audience of this years Spring Clean-up scheduled for April 2-5 and April 9-12 from 8:00 am to 5:00 pm each day at the Sand Valley Landfill (Republic Services, Inc.).

President Protem Wootten notified the audience that the next meeting will be on Tuesday, April 8, 2025 and asked for a motion to adjourn.

Mr. Saferite made a motion to adjourn. The President Protem declared no objections, and ordered the meeting adjourned.

ABSENT

Ricky Harcrow, President

Shane Wootten, President Protem

Brent Rhodes, Commissioner District II

Ron Saferite, Commissioner District III

Lester Black, Commissioner District IV