

STATE OF ALABAMA) **FRANKLIN COUNTY COMMISSION**
) **REGULAR MEETING**
FRANKLIN COUNTY) **DECEMBER 16, 2024 8:30 AM**

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Tracie Clark, Joseph Baldwin, Greg Hovater, and Michael Murray as Members.

ALSO PRESENT: EMA Director Mary Hallman Glass, County Engineer Jason Baggett, Asst County Engineer Caleb Sherrill, Solid Waste Manager Gene Ward, Sheriff Shannon Oliver, Revenue Commissioner Stratt Byars, Joey Wingo with Franklin County Animal Control, County Administrator Leah Mansell, Evan Hargett, John Pilati with Franklin Free Press, Scott Mugno, and Terry Bolton.

CALL TO ORDER

Chairman Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member Greg Hovater.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Joseph Baldwin.

ROLL CALL

Chairman Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore request to add the following items to the agenda

- Executive Session
- Item F under Sheriff's Department- Termination of Corrections Officer/ Dispatcher
- Item G under Sheriff's Department- Advertise for Corrections Officer/ Dispatcher
- Item H under Sheriff's Department- Retirement of employee
- Item I under Sheriff's Department- Termination of Corrections Officer/ Dispatcher
- Item J under Sheriff's Department- Advertise for Corrections Officer/ Dispatcher
- Item K under Sheriff's Department- Hire temporary Corrections Officer/ Dispatcher
- Letter designating NACOLG as the implementing agency for Section 5311 rural transit program
- Secretary of State Agreement- Updating Voters Addresses

APPROVAL OF AGENDA

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve entering into Executive Session under new business.

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to add item F under the Sheriff department for the termination of Corrections Officer/ Dispatcher.

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to add item G under the Sheriff department to advertise for Corrections Officer/ Dispatcher.

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to add item H under the Sheriff department for the retirement of Corrections Officer/ Dispatcher.

It is on motion of Mr. Greg Hovater, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to add item I under the Sheriff department for the termination of Corrections Officer/ Dispatcher.

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to add item J under the Sheriff department to advertise for Corrections Officer/ Dispatcher.

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to add item K under the Sheriff department to hire a temporary Corrections Officer/ Dispatcher.

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve adding item 8- Letter designating NACOLG as the implementing agency for Section 5311 rural transit program.

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve adding item 9- Agreement with Secretary of State for updating voter addresses.

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve the overall agenda.

APPROVAL OF MINUTES

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the November 13, 2024 Organizational Meeting Minutes.

APPROVAL OF BILLS

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve the November bills for payment.

NEW BUSINESS

EXECUTIVE SESSION

It is on motion of Mr. Greg Hovater, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to enter into executive session to discuss pending litigation and the good name and character of an individual with the Commissioners, the County Attorney, and Sheriff Oliver. Chairman Moore explained this should take no longer than 15 minutes, no action or voting will be taken while in this meeting. Executive session was entered into at 8:43 A.M.

It is on motion of Mr. Micheal Murray, second by Mrs. Tracie Clark unanimously ordered, adjudged and decreed by the board to approve to enter back into the Regular business meeting.

ANIMAL CONTROL

RESOLUTION FOR EXPENDITURE OF ARPA FUNDS

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to give the authority to the County Chairman to sign the resolution for expenditures of ARPA funds. Commissioner Greg Hovater abstained from voting.

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, consistent with Code of Alabama (1975) § 3-7A-7, the Franklin County Commission ("Commission") has determined that there is a need to provide for an animal shelter in the County; and

WHEREAS, by way of resolution dated May 20, 2024, the Commission engaged Robert W. Whitten Architect, LLC and the County entered into an agreement to perform design services for the construction of a new animal shelter; and

WHEREAS, consistent with the Competitive Bid Law, the County issued a solicitation and advertised for the construction of the animal shelter, and received sealed bids on November 8, 2024; and

WHEREAS, the Franklin County Commission has determined that the bid received from Hovater Metal Works for \$485,000.00 represents the lowest responsive bid from a responsible bidder; and

WHEREAS, the Commission wishes to enter into a contract with Hovater Metal Works for the construction of the Animal Shelter; and

WHEREAS, the Commission is satisfied that the bid process followed was in substantial compliance with the Public Works Law; and

WHEREAS, the Commission is satisfied that covering the costs of design services and construction for the construction of the animal shelter is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services.

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

1) The County shall use the remainder of its ARPA funds, up to \$300,793.08 of ARPA funds, which are hereby designated as ARPA revenue replacement funds, including to facilitate the provision of the government services described herein, including previous costs incurred for design services as approved on May 20, 2024. The remaining balance of funds needed to complete this project shall be paid using other legally available funds to the County.

2) The Commissioner hereby delegates authority to the Chairman to negotiate and execute a contract with Hovater Metal Works for the construction of the animal shelter, provided that the contract is consistent with this Resolution, state and federal law, and ARPA terms and conditions.

3) Upon execution of the contract, Leah Mansell, Administrator is hereby authorized to expend these funds to purchase services as described herein from the designated vendors to facilitate the provision of these services.

4) 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.

5) 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 16th day of December 2024.


Chairman, Franklin County Commission

CONTRACT FOR FACILITY

Chairman Moore explained the contract was drafted by Robert Whitten the architect over-seeing the new Animal Control facility. The contract was then sent to the IAC to look over and no issues were found or changes made to the contract. This contract is with Hovater Metal Works in the amount of \$485,000.00.

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to give the authority to the County Chairman to sign the contract for the Animal Control facility. Commissioner Greg Hovater abstained from voting.

Contract as follows:



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the second
in the year two thousand twenty four
(In words, indicate day, month and year.)

day of December

BETWEEN the Owner:

(Name, legal status, address and other information)

The Franklin County Commission
405 N. Jackson Ave.
Russellville, Alabama 35653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:

(Name, legal status, address and other information)

Hovater's Metal Works, Inc.
5525 Waterloo Road
Russellville, Alabama 35653

for the following Project:

(Name, location and detailed description)

Franklin County Animal Control Facility
Walnut Gate Road
Russellville, Alabama 35653

The Architect:

(Name, legal status, address and other information)

Robert W. Whitten Architect, LLC
118 E. Mobile St. Suite 209
Florence, Alabama 35630

The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The owner will issue a Notice to Proceed establishing the date of commencement or December 31, 2024, whichever is earlier.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows: N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred (200) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
---------------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four hundred eighty five thousand Dollars (\$485,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any: N/A
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any: N/A
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fourteenth day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fourteen (14) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be taken on the first fifty percent (50%) of the billing then retainage will be taken.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. N/A

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Upon receipt of affidavit/certification of advertisement of substantial completion in a local newspaper consistent with Code of Alabama (1975) Section 39-1-1.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative: **Mr. Jason Baggett, County Engineer**
(Name, address and other information)

§ 8.4 The Contractor's representative: **Mr. Greg Hovater, Owner**
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions: **All references to AIA Document A201 shall be the 2017 Edition**

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Beason Hammon Certificate			1
Boycott Certificate			1
Byrd Anti-Lobbying Admendment			1
Ecomic Boycotts Act 2023-409			1
Minimum Legal Terms, ARPA Award Terms			2

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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
The entire set of specifications	included in the bid documents		

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
All architectural, mechanical & electrical drawings	included in the bid documents	August 30, 2024

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	September, 11, 2024	8
Addendum 2	September 25, 2024	1
Addendum 3	October 3, 2024	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below: all documents contained in the bid documents.
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

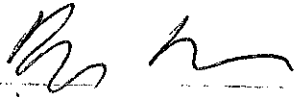
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond - 100%, Payment Bond - 50%	

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This Agreement entered into as of the day and year first written above.


OWNER (Signature)


CONTRACTOR (Signature)

Mr. Barry Moore, Chairman
(Printed name and title)

Mr. Greg Hovater, Owner
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ARCHIVES

SIGN

Chairman Moore explained that previous we received a quote from Beverly Atkins for \$1,421.00 for the sign at the Archives building but they were unable to get a definite price for the installation of the sign. Mrs. Atkins said it could be around \$1,500.00 but the installer stated they would need to see the sign before a final price could be given. Gault Signs sent a quote for the sign and installation of \$3,060.00. Commissioner Murray stated that he felt it would be beneficial for the same person to handling the sign and installation, in the event there was an issue that needed to be fixed later on.

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve awarding Gault Signs the job for the sign at the Archives building.

COUNTY COMMISSION

MEETING SCHEDULE

Chairman Moore stated that Leah had printed out a tentative meeting schedule for the meetings if the Commissioners' wish to keep the meetings the same. (Work session on the second Monday of each month at 5:00 P.M. and the Regular Business meeting on the third Monday at 8:30 A.M.) If the Monday falls on a holiday the meeting will be on Tuesday on that week.

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve the 2025 Meeting Schedule.

Meeting schedule as follows:

**Franklin County Commission
FY2024-2025 Meeting Schedule**

<u>Date</u>	<u>Type</u>	<u>Time</u>
January 13, 2025	Work Session	5:00 PM
January 21, 2025*	Regular Meeting	8:30 AM
February 10, 2025	Work Session	5:00 PM
February 18, 2025*	Regular Meeting	8:30 AM
March 10, 2025	Work Session	5:00 PM
March 17, 2025	Regular Meeting	8:30 AM
April 14, 2025	Work Session	5:00 PM
April 21, 2025	Regular Meeting	8:30 AM
May 12, 2025	Work Session	5:00 PM
May 19, 2025	Regular Meeting	8:30 AM
June 9, 2025	Work Session	5:00 PM
June 16, 2025	Regular Meeting	8:30 AM
July 14, 2025	Work Session	5:00 PM
July 21, 2025	Regular Meeting	8:30 AM
August 11, 2025	Work Session	5:00 PM
August 18, 2025	Regular Meeting	8:30 AM
September 8, 2025	Work Session	5:00 PM
September 15, 2025	Regular Meeting	8:30 AM

COUNTY ATTORNEY

It is on motion of Mrs. Tracie Clark, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to give the authority to Commission Chairman to sign the contract with Evan Hargett as County Attorney.

Contract as follows:

LEGAL SERVICES CONTRACT FOR COUNTY ATTORNEY

This contract (hereinafter referred to as "the Contract") is hereby entered into by and between Franklin County, Alabama and/or the Franklin County, Alabama Commission (hereinafter referred to collectively as "County") and Evan M. Hargett, Esq. (hereinafter referred to as "Contractor") for the purpose of providing legal services as described within this Legal Services Contract for County Attorney.

NOW THEREFORE, the parties hereto, intending to be mutually bound by the terms and conditions set forth herein, do hereby agree as follows:

I. PERIOD OF AGREEMENT

- i. This contract shall become effective on the date which the County Commission first approves for the execution of this Contract by the Chairman of the Franklin County Commission, or such other person authorized by the County to execute this Contract, and shall remain in effect for a period of Two (2) years from said effective date.

II. SERVICES TO BE PROVIDED

- i. The Contractor shall represent/advise the County, and provide legal services, in whatever necessary and/or requested manner, which includes but shall not be limited to the following: Contractor will attend all meetings (including work sessions) of the County Commission, upon request Contractor will provide legal advice for Commission members/employees, review and draft legal documents, represent the County in litigation for which the County does not already have representation otherwise, confer/work with additional counsel as necessary for litigation involving the County, confer with county employees, witnesses, experts, consultants, and/or court personnel that are involved, or may become involved in cases/issues involving the County, legal research, providing information to auditors, factual investigations, traveling when necessary to effectuate any

of the services set forth herein this section or such other appropriate sections herein this Contract.

- ii. The list of services to be provided, set forth hereinabove, shall not be deemed an exhaustive list of services for which the Contractor may provide as necessary and/or requested by the County.
- iii. In the process of the Contractor discharging his responsibilities to the County, it may be necessary for the Contractor to incur costs and expenses for various items such as travel, filing fees, delivery services, photocopying, computerized legal research. These items shall be itemized on any given invoice submitted to the County, by the Contractor, and shall include a copy of receipt(s) or other documentation reflecting where the Contractor has previously made payment for such expenses.

III. FINANCIAL AGREEMENTS

- i. In consideration of the services provided herein by the Contractor, subject to the terms and conditions of this Contract, the County shall compensate the Contractor as follows:
 - a. Contractor shall receive a monthly retainer in the amount of Six Hundred and Fifty Dollars (\$650.00) per month which shall be included in the Contractor's monthly invoice submitted to the County pursuant to Section III Subsection ii. hereinbelow.
 - b. In addition to the Six Hundred and Fifty Dollars (\$650.00) retainer each month, the Contractor shall be compensated at a rate of One Hundred and Fifty Dollars (\$150.00) per hour (to be calculated on a per minute basis) for his time spent in the process of providing any and all legal services as set forth herein this Contract. That all of said billable hours shall be included in the Contractor's monthly invoice submitted to the County pursuant to Section III Subsection ii. hereinbelow.
 - c. In addition to the financial agreement(s) set forth hereinabove, the Contractor shall be reimbursed for any and all expenses associated with his discharging and/or carrying out his responsibilities to the County. Said expenses may include, but shall


not be limited to, travel, filing fees, postage/delivery services, photocopying, online research expenses. The Contractor, when submitting his monthly invoice pursuant to Section III Subsection ii., as provided hereinbelow, shall provide a copy of any and all receipts or such other documents reflecting expenses.

- ii. The Contractor shall submit a monthly invoice to the County for approval and payment by the County. Each invoice shall contain the following items: (1) The monthly retainer amount of Six Hundred and Fifty Dollars (\$650.00); (2) The total billable hours under Section III Subsection i. Subsection (b) hereinabove (including with the Invoice a timesheet breaking down said hourly billables); and (3) The total amount of reimbursable expenses (including, for each such expense, a copy of the receipt or other such document reflecting the payment by the Contractor of said expense).

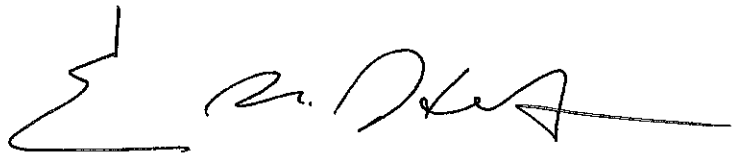
IV. OTHER AGREEMENTS

- i. The parties agree that this Contract does not create an employer employee relationship.
- ii. The parties agree that the Contractor, Evan M. Hargett, Esq., reserves the right to represent, or to undertake to represent, existing or new clients in any matter that are not substantially related to his work for Franklin County, Alabama and/or the Franklin County Commission.

IN WITNESS WHEREOF, the parties hereto have caused, on this the 16 day of December, 2024, this Contract to be executed by their officials thereunto duly authorized.



FRANKLIN COUNTY, ALABAMA
BY: Barry Moore, Chairman
Franklin County Commission



EVAN M. HARGETT, Esq.

IAC MAINTENANCE AND SUPPORT AGREEMENT

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to give the authority to Commission Chairman to sign the IAC Maintenance and Support Agreement through September 31, 2027, this will get us through all the contracts and audits.

Agreement as follows:

Second Amendment to the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement

Whereas, the Association of County Commissions of Alabama (the "Association") and the Franklin County Commission (the "County") previously entered into a Maintenance and Support Membership Agreement (the "Agreement") for the administration, planning, management, and completion support in the areas of educational, intergovernmental, compliance, and technical assistance related to the use of funds received by the County from the American Rescue Plan Act of 2021 by and through the Association's Investing in Alabama Counties (IAC) program; and,

Whereas, the Agreement is scheduled to expire on December 31, 2024; and

Whereas, for good and adequate mutual consideration, the receipt of which is hereby acknowledged, the parties desire to extend the term of the Agreement to ensure that these services continue uninterrupted through the duration of the period of performance of the County's SLFRF award.

The Association and the County hereby enter into this Second Amendment to the Maintenance and Support Membership Agreement as follows:

The Agreement, as previously amended on December 20, 2021, is further amended to provide that the Agreement shall remain and continue in full force until December 31, 2027, unless and until terminated in writing by either party upon 90 days written notice to the other party.

All other terms and conditions of the Agreement, as previously amended, shall remain the same.

Executed on this the 16th day of December, 2024.

THE COUNTY

By: [Signature]
Signature of Authorized Agent

Chairman
Title

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

By: _____
Signature of Authorized Agent

Title

RULES OF PROCEDURE

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve the rules and procedures of the County Commission.

Letters as follows:

**Rules of Procedure
Franklin County Commission**

I. Scope of Rules.

- A. The following Rules of Procedures were duly adopted by the Franklin County Commission as required by the Alabama Open Meetings Act (*Ala. Code § 36-25A-1 et seq.*) and shall govern the conduct of the meetings of the County Commission beginning on the 16th day of December, 2024.
- B. The following Rules of Procedure may be amended by affirmative vote of a majority of the members of the County Commission. Provided; however, such changes in the Rules of Procedure shall not take effect until the next regular meeting of the Commission following the adoption of such change.

II. Access to Meeting Facilities.

- A. Meetings Open to Public. All regular meetings of the County Commission shall be open to the public as required by the Alabama Open Meetings Act (*Ala. Code § 36-25A-1 et seq.*)
- B. Accessibility. All regular meetings of the County Commission will be conducted in a building which is open to the public.
- C. Signs, Placards, Banners. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in County Commission meeting rooms. Other signs, placards, and banners shall not disrupt meetings or interfere with others' ability to observe the meeting.
- D. Weapons. For public safety purposes, the County Commission may establish rules for the removal of weapons from inside the meeting chamber.

III. Quorum.

- A. Quorum. A majority of the members of the County Commission shall constitute a quorum. No ordinance, resolution, policy, or motion shall be voted on and approved by the Commission unless a quorum is present in the meeting chamber while the vote is taken and the matter is approved by an affirmative vote of the majority of the members present and voting, unless otherwise required by Alabama law.

- B. Remaining in Chamber. During a County Commission meeting, Commissioners should remain in the chambers at all times unless an emergency or illness should occur. A member of the Commission who leaves the meeting chamber shall not be included in the determination of quorum.
- C. Abstaining from Voting. Any member of the County Commission who is present in the meeting chamber may, when he or she determines it to be necessary, abstain from voting or otherwise participating in the proceedings related to a particular matter. Such Commissioner who abstains but remains in the chamber shall be deemed to be present for the purpose of constituting a quorum but he or she shall not be deemed to be "present and voting" for the purpose of determining whether a motion has received an adequate number of affirmative votes for passage.
- D. Loss of Quorum. In the event that a commissioner departs a County Commission meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, except to vote on a motion to adjourn. If, after a reasonable time not to exceed 15 minutes, the Commission still lacks a quorum of its members, the meeting shall be automatically adjourned.
- E. Failure to Obtain Quorum. Should no quorum attend within 30 minutes after the time appointed for the beginning of the meeting of the County Commission, the Chair or the Vice Chair, or in their absence, another Commissioner, in order of seniority, shall announce that no quorum was present and that the meeting is cancelled. The names of the members present for the meeting shall be recorded in the minutes of the next meeting of the Commission.

IV. Presiding Officer.

- A. Chair. The Presiding Officer is the Chair of the County Commission. The Chair presides at all meetings of the Commission. The Chair's responsibilities shall include, but not be solely limited to:
 - 1. Open the meeting, ascertain that a quorum is present at the appropriate time and call the meeting to order if a quorum is present.
 - 2. Announce the business to come before the Commission, in accordance with the prescribed order of business.

3. Recognize all Commissioners, the County Administrator, the County Engineer, and the County Attorney, etc. who seek the floor pursuant to these procedures. All questions and comments are to be directed through the Chair and restated by him or her. The Chair shall repeat every motion and state every question coming before the Commission, call for the vote, and announce the decision of the Commission on all matters coming before it.
 4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the Commission chambers, may cause the same to be cleared or cause any disruptive individual to be removed.
 5. Call to order any member of the Commission who violates any of these procedures.
 6. Expedite business in every way compatible with the rights of the members.
 7. Remain objective. The Chair must remain objective and may only make a motion, second a motion, or vote as provided in these Rules of Procedures.
 8. Declare the meeting adjourned when the Commission so votes, when a quorum is no longer present, or at any time in the event of an emergency affecting the safety of those present.
- B. Chair Pro Tem. In the absence of the Chair or in the event of the Chair's inability to serve, the Chair Pro Tem shall perform the duties and functions of the Chair until the Chair's return. The Chair Pro Tem designation shall coincide with the district of the serving Commissioner and the year of term. For example, the first year of the term the Chair Pro Tem will be the district one Commissioner and the second year of the term the Chair Pro Tem will be the district two Commissioner and so on.

V. Order of Business.

- A. Official Agenda. There shall be an official agenda for every meeting of the County Commission, including special and emergency meetings. As required by Alabama law, the official agenda for special and emergency meetings shall include only those items necessitating the holding of the special or emergency meeting.

The agenda for regularly-scheduled meetings shall identify the items to be considered and determine the order of business to be conducted at the meeting. All proceedings and the order of business at all meetings of the County

Commission shall be conducted in accordance with the official agenda. This agenda shall be established prior to each meeting under procedures to be adopted by the Commission. Such procedures may include the conducting of an "administrative" or "agenda-setting" meeting prior to the Commission's regular meeting. These procedures may be amended or altered by the Commission, but such changes shall not take effect until the next regularly-scheduled meeting of the Commission.

B. Agenda Format for Regularly-Scheduled Meetings. The official agenda for a regularly-scheduled County Commission meeting shall be in substantially the form as set forth below:

1. Call to Order, Welcome.
2. Invocation, Pledge of Allegiance and Call of Roll to Establish Quorum.
3. Public Comment from Citizens.
Such comment shall be limited to 3-minutes per speaker and no more than two speakers may be heard on the same subject as provided elsewhere in the Rules of Procedure. Additions, Deletions, or Technical Corrections to Agenda. Deletions or technical corrections to the agenda may be considered by the County Commission and adopted by the passage of a single motion approved by majority vote of those members in attendance at the meeting. Additions to the agenda shall only be made by affirmative vote of all the members of the Commission present at the meeting.
4. Approval of Agenda.
5. Approval of Minutes.
6. New Business.
7. Adjourn.

C. Public Comment from Citizens. Citizens who wish to be heard by the County Commission shall be afforded such opportunity during the portion of the meeting so designated. The comment shall conform to the requirements of decorum and order that apply to the members of the Commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the Commission and shall not include any personal or other comments addressed at

any member of the Commission or Commission employee. There shall be no debate and no action by the Commission during this portion of the agenda.

- E. New Business. New Business items are items of a general nature that require County Commission action or pertain to Commission policy. The Chair shall announce each item on the agenda. The County Administrator, County Engineer, County Attorney, or other appropriate staff member shall then be called to present the item to the County Commission, when appropriate.

VI. Rules of Debate.

A. Decorum.

1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair, should confine discussion to the question under debate, avoiding all personalities and unprofessional language.
2. Commissioners shall refrain from: attacking a County Commission member's motive; speaking on a prior motion not pending; speaking while the Chair or other Commission members are speaking; speaking against their own motions; and disturbing the Commission.
3. A County Commission member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.
4. A County Commission member shall be deemed to have yielded the floor when he or she has finished speaking. A member may claim the floor only when recognized by the Chair.

B. Motions.

1. A motion and a second to the motion is to precede any action or debate on an agenda matter unless there are speakers (who are not members of the County Commission) to be heard on the agenda matter.
2. All motions shall be made and seconded before debate may proceed.

3. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except motions to adjourn, to lay on the table, to postpone, to carry over, to substitute, or to amend which shall have preference in the order in which they are listed.
4. Motions to "lay on the table" are made to end debate on a matter and to "remove" it from consideration by the body. The adoption of a motion to "lay on the table" has the effect of defeating the original motion and that item shall not be considered again during the same meeting unless a motion to "reconsider" is adopted as provided herein.
5. Motions to "postpone" or "carry over" must be made by stating the date or time for which the item shall be postponed or carried over. Should such a motion be adopted, the matter will be back before the County Commission at the first regular meeting of the Commission following the expiration of the time for which it was postponed or carried over.
6. Motions to "substitute" or "amend" a motion are used to make changes or revisions in the original motion. Such motions are made only after the original motion has received a second but prior to the adoption of the original motion. If the motion to "substitute" or "amend" is approved, the County Commission then must take a second vote to approve the motion "as substituted" or "as amended", as the case may be.
7. Any Commissioner may move to close, or end, debate and "move the question" on the motion being considered. This motion to "move the question" shall be non-debatable. A successful vote on the motion to "move the question" will end discussion of the item and a vote on all pending motions shall be taken immediately without the offering of any other motions. The Commissioner moving the adoption of the original motion shall have the privilege of making closing remarks (of not more than one minute) before the vote on the motion to "move the question" is taken.
8. Presiding officers who serve by virtue of holding the office of Judge or Probate or County Commission Chair, may not make or second a motion unless specifically authorized by law. Only those persons who represent a district on the County Commission and hold the position of presiding officer by virtue of election by the Commission or because of a rotating system may make a motion or offer a second. If such a presiding officer wishes to put forth or

second a motion, he or she shall relinquish the chair to the Vice Chair until the main motion, which he or she "moved" or "seconded", has been disposed.

If a motion or second is made by the Chair as authorized above, the gavel shall be relinquished in the following order:

- (a) to the Vice Chair; or
- (b) in the absence of the Vice Chair to the next Commissioner based upon seniority.

A presiding officer who relinquishes the chair for the purpose of making a motion shall not return to it until the pending main question has been disposed of, since he or she has shown himself or herself to be partisan as far as that particular matter is concerned.

9. The following motions are not debatable and must be voted upon without debate: to adjourn; to lay on the table; and to move the question.

C. Motions to Amend

An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Commissioner may amend the main motion in either of the following two ways:

1. By Consent of the Members. The Chair, or another Commissioner through the Chair, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.
2. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

D. Motions to Reconsider

A motion to reconsider any vote or proceeding of the County Commission may only be made and seconded by a Commission member who had previously voted on the prevailing side. Such motion must be made before the conclusion of the meeting during which the original motion was made and approved. A motion to reconsider must be adopted by a majority of those members of the Commission present and voting.

VII. Voting.

- A. Voice Vote; Secret Ballots. Unless otherwise directed by the Chair or requested by a member of the County Commission, all votes shall be taken by voice and the result shall be announced by the Chair, whose decision shall be final. Such ruling may not be appealed. No vote may be taken by secret or paper ballot.
- B. Tabulating the Vote. Should a roll call vote be directed by the Chair or requested by a member of the County Commission, the person designated by the Chair shall call the Commissioners, in numerical order of their district numbers, for the purpose of each Commissioner announcing his or her vote. The Chair shall announce the results. Upon any roll call, there shall be no discussion by any Commissioner after the roll call has begun.
- C. Voting. Every member in the Commission meeting room or chamber when the question is put must give his or her vote unless the member has publicly stated that he or she is abstaining. A Commissioner who is serving as Chair by virtue of his or her being elected by the members of the Commission or by virtue of a rotating procedure shall vote when his or her district number is called. Such Chair shall only vote once on each motion and shall not cast an additional vote to make or break a tie vote.
- D. Voting by Chair. Unless otherwise authorized by law, Probate Judge Chairs and officials holding the office of County Commission Chair who do not represent a district shall only vote in those cases when his or her vote would break a tie vote. Commissioners who represent a district and also serve as Chair shall be entitled to one vote on all questions but shall not cast a second vote to break a tie vote.
- E. Absent for Vote; Changing Vote. Any Commissioner absent for a vote on a particular item may record his or her vote, and any Commissioner may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the Commissioners who voted thereon.

- F. Majority Vote; Extraordinary Majority Vote; Tie Vote. The passage of any motion, policy, ordinance, or resolution shall require the affirmative vote of at least the majority of the members of the County Commission who are present and voting. If an extraordinary majority vote is required by Alabama law, this shall require the affirmative vote of an extraordinary majority of the members of the Commission who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.

VIII. Public Input: Addressing the County Commission.

- A. Public Input. The County Commission recognizes the importance of allowing citizens, including other elected officials, to express their opinions on the operation of County government and encourage public participation in the local government process. The Commission also recognizes the necessity for conducting orderly and efficient meetings to complete County business in a timely manner. Public Input during the Commission meeting, from both citizens and other elected officials, shall only be given during the time provided in the agenda and only within the procedures set out herein. Citizens or other elected officials shall not address the Commission at any time other than as specifically provided in the agenda unless authorized by unanimous consent.
- B. Procedure for Public Input
 - 1. At regularly scheduled County Commission meetings, the Commission provides comment periods for citizens and other elected officials to speak and to offer input and comments on items pending before the Commission as well as items that are of concern to the public. The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Chair extends the time, and no more than two (2) speakers may be heard on each subject unless authorized by affirmative vote of all members of the Commission who are present.
 - 2. Members of the public are encouraged to communicate directly with their Commissioner prior to or after the Commission meeting.
- C. Addressing the County Commission.

1. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:
 - (a) name;
 - (b) place of residence or business address;
 - (c) if requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.
2. All remarks shall be addressed to the County Commission as a body and not to any member thereof.
3. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
4. Speakers should make their comments concise and to the point and present any data or evidence they wish the County Commission to consider. No person may speak more than once on the same subject unless specifically granted permission by the Chair.

D. Decorum.

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceedings or the peace of the County Commission or disturb any person having the floor. No person shall refuse to obey the orders of the Chair or the Commission. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the

Chair, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.
3. Any person who becomes disruptive or interferes with the orderly business of the County Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.

IX. Executive Session.

The County Commission is authorized to enter into executive session as provided in The Alabama Open Meetings Act (Act 2005-40).

X. Committees.

The Chair, with the consent of the County Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by the Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chair for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission.

XI. Adjournment.

No meeting should be permitted to continue if a quorum is not present. The County Commission may adjourn by majority vote.

COURTHOUSE MAINTENANCE

TREES

Chairman Moore said that he wanted to say a special thank you to Commissioner Murray and Commissioner Hovater for contacting Russellville Utilities about the trees removed around the Courthouse. And large thank you to the workers At Russellville Utilities and their speedy work on helping us get these trees taken care of. They were unable to finish the trees last week due to court cases going on upstairs but plan to get the larger trees removed as soon as possible. Chairman Moore suggested we have those workers come in at the next meeting to receive a special thank you. The large tree on the front of the Courthouse has a very large trunk, that may need to be taken care of by a stump grinder.

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve for the Commission Chairman to find someone with a stump grinder and bring a quote to the next meeting.

HIGHWAY DEPARTMENT

AWARD 2025 ANNUAL MATERIAL BIDS

It is on motion of Mr. Micheal Murray, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to the 2025 Annual Material bids.

Bids 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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Coarse Aggregate (Jobsite and Plant)

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, Vulcan Materials Company and SRM Materials. It should be noted that, according to the specifications for this bid, Franklin County reserves the right to purchase aggregate from other suppliers based on the lowest cost for materials hauled to a given jobsite. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Baggett".

Jason Baggett, PE
Franklin County

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

FRANKLIN COUNTY HIGHWAY DEPARTMENT			
TABULATION SHEET FOR: COARSE AGGREGATE			
BID DATE: Thursday, November 21, 2024 at 2:00 pm			
EFFECTIVE DATE: January 1 through December 31, 2025			
	Vulcan	Rogers	SRM
	Materials	Group	Concrete
<u>ALDOT #2 Unwashed Limestone</u>			
Price Per Ton FOB Plant	\$16.75	\$20.75	\$18.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT #6 Washed Limestone</u>			
Price Per Ton FOB Plant	\$17.25	NO BID	NO BID
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT #7 Washed Limestone</u>			
Price Per Ton FOB Plant	\$17.25	NO BID	NO BID
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT #78 Washed Limestone</u>			
Price Per Ton FOB Plant	\$17.25	\$21.25	\$21.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT #89 Washed Limestone</u>			
Price Per Ton FOB Plant	\$17.25	\$26.25	\$19.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT #57 Washed Limestone</u>			
Price Per Ton FOB Plant	\$16.75	\$20.75	\$19.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT Crusher Run Base/Crusher Run</u>			
Price Per Ton FOB Plant	\$15.00	\$19.00	\$12.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT Class 1, Rip Rap Size #10-100 lbs</u>			
Price Per Ton FOB Plant	\$18.25	\$24.30	\$22.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT Class 2, Rip Rap, Size # 10-200 lbs</u>			
Price Per Ton FOB Plant	\$18.25	\$25.30	\$25.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT Quarry Run, Rip Rap</u>			
Price Per Ton FOB Plant	\$18.25	\$21.25	\$25.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID

	Vulcan	Rogers	SRM
	Materials	Group	Concrete
<u>ALDOT Surge Rock</u>			
Price Per Ton FOB Plant	\$18.25	NO BID	\$15.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT Gabion Stone</u>			
Price Per Ton FOB Plant	\$18.25	\$24.30	NO BID
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT Manufactured Sand</u>			
Price Per Ton FOB Plant	\$16.75	\$22.00	NO BID
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID
<u>ALDOT CRUSHED AGG, SEC 825 PUG MIX</u>			
Price Per Ton FOB Plant	\$15.00	\$19.50	\$14.00
Price Per Ton FOB Jobsite	NO BID	NO BID	NO BID

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Cold Mix

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is Advanced Asphalt (Plant) as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

Jason Baggett, PE
Franklin County

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

Tabulation Sheet for: OFF-SITE MIXED COLD MIX			
Bid Date: Thursday, November 21, 2024 at 2:00 pm			
Effective Date: January 1 through December 31, 2025			
	Cold Mix		
	<u>Plant</u>	<u>Unit</u>	
Advanced Asphalt Products	\$89.00	Ton	
APAC	NB	Ton	
Wiregrass	NB	Ton	
Rogers Group	\$120.00	Ton	

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Concrete Pipe

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is J&G Culverts, Inc. as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

Jason Baggett, PE
Franklin County

PC: File

FRANKLIN COUNTY HIGHWAY DEPARTMENT						
TABULATION SHEET FOR CONCRETE PIPE						
BID DATE: Thursday November 21, 2024 at 2:00 pm						
Effective: January 1 - December 31, 2025						
Circular Reinforced Concrete Pipe (RCP) PRICE LIST						
			Price Lineal Ft.	Price Lineal Ft.	Price Lineal Ft.	
ID	Size	Description	(FOB FC)	(FOB FC)	(FOB FC)	
			J&G Culvert	ADCO Pipe	Fallin Farms	
5101	15"	Circular RCP Class III	\$28.60	NO BID	NO BID	
5102	18"	Circular RCP Class III	\$35.10	NO BID	NO BID	
5104	24"	Circular RCP Class III	\$52.00	NO BID	NO BID	
5106	30"	Circular RCP Class III	\$78.40	NO BID	NO BID	
5107	36"	Circular RCP Class III	\$102.20	NO BID	NO BID	
5108	42"	Circular RCP Class III	\$114.80	NO BID	NO BID	
5109	48"	Circular RCP Class III	\$173.60	NO BID	NO BID	
5110	54"	Circular RCP Class III	\$253.40	NO BID	NO BID	
5111	60"	Circular RCP Class III	\$305.20	NO BID	NO BID	
5112	72"	Circular RCP Class III	\$422.80	NO BID	NO BID	
5113	78"	Circular RCP Class III	NO BID	NO BID	NO BID	
5114	84"	Circular RCP Class III	NO BID	NO BID	NO BID	
5115	96"	Circular RCP Class III	NO BID	NO BID	NO BID	
5116	45"x73"	60" Equiv. Arch Pipe RCP Class III	\$336.00	NO BID	NO BID	

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Corrugated Metal Pipe

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is J&G Culverts, Inc. and ADCO Pipe & Supply, LLC, as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

Jason Baggett, PE
Franklin County

FRANKLIN COUNTY HIGHWAY DEPARTMENT					
TABULATION SHEET FOR GALVANIZED CMP					
BID DATE: Thursday, November 21, 2024 at 2:00 pm					
Effective: January 1 through December 31, 2025					
				FALLIN	
			ADCO	FARMS	J&G
ID	Size	Gage	Price/LF	Price/LF	Price/LF
2100	12"	16 (.064)	\$16.34	\$16.05	\$16.02
2102	12" Band	16 (.064)	\$24.50	\$24.00	\$16.02
2103	15"	16 (.064)	\$20.15	\$20.00	\$19.93
2104	15" Band	16 (.064)	\$30.22	\$25.00	\$19.93
2105	18"	16 (.064)	\$24.40	\$24.00	\$23.85
2106	18" Band	16 (.064)	\$36.60	\$30.00	\$23.85
2107	24"	14 (.079)	\$32.18	\$39.75	\$39.45
2108	24" Band	14 (.079)	\$48.28	\$50.00	\$39.45
2109	30"	14 (.079)	NO BID	\$49.00	\$49.10
2110	30" Band	14 (.079)	NO BID	\$52.00	\$49.10
2111	36"	12 (.109)	\$48.45	\$76.90	\$76.23
2112	36" Band	12 (.109)	\$72.67	\$95.00	\$76.23
2113	42"	12 (.109)	\$56.57	\$90.00	\$89.10
2114	42" Band	12 (.109)	\$84.85	\$110.35	\$89.10
2115	48"	12 (.109)	\$64.31	\$102.71	\$106.63
2116	48" Band	12 (.109)	\$96.46	\$122.54	\$106.63
2117	54"	12 (.109)	\$71.72	\$118.30	\$117.12
2118	54" Band	12 (.109)	NO BID	\$150.00	\$117.12
2119	60"	12 (.109)	\$102.09	\$143.19	\$141.76
2120	60" Band	12 (.109)	\$153.13	\$170.00	\$141.76
2121	72"	10 (.138)	123.89	\$225.41	\$223.16
2122	72" Band	10 (.138)	185.83	\$209.00	\$223.16
2123	84"	10 (.138)	NO BID	\$279.81	\$277.01
2124	84" Band	10 (.138)	NO BID	\$320.00	\$277.01
2125	96"	10 (.138)	NO BID	\$319.30	\$316.02
2126	96" Band	10 (.138)	NO BID	\$365.00	\$316.02

NOTE: Fallin Farms additional \$25.00 for Lifting Lugs

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Emulsified Bituminous Materials (Asphalt)
CRS-2 & CRS-2P

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is Vulcan Asphalt Refining Co. as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Baggett".

Jason Baggett, PE
Franklin County

PC: File

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

FRANKLIN COUNTY HIGHWAY DEPARTMENT					
TABULATION SHEET FOR: EMULSIFIED ASPHALT					
BID DATE: Thursday, November 21, 2024 at 2:00 p.m.					
EFFECTIVE DATE: January 1 through December 31, 2025					
		Item 1-3	Item 1-4	Item 1-5	Max
				Detention	Time
		CRS-2	CRS-2P	Time Cost	Allowed
	<u>Units</u>	<u>Per Gal</u>	<u>Per Gal</u>	<u>Per Hour</u>	<u>Hours</u>
Hunt Refining	Gal	NO BID	NO BID	NO BID	NO BID
Vulcan Marketing, LLC	Gal	\$2.29	\$2.63	\$75.00	2
Ergon Inc.	Gal	NO BID	NO BID	NO BID	NO BID
NOTE:					
Emulsified Asphalt Index for November 2024					

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
HDPE Plastic Pipe

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is ADCO Pipe & Supply, LLC as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

Jason Baggett, PE
Franklin County

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

FRANKLIN COUNTY HIGHWAY DEPARTMENT				
TABULATION SHEET FOR HDPE PLASTIC PIPE				
BID DATE: Thursday, November 21, 2024 at 2:00 p.m.				
Effective: January 1 through December 31, 2025				
				G&O
	Fallin Farms	ADCO	J&G	Supply
	Harvey Culverts	Pipe & Supply	Company	Company
<u>Diameter</u>	<u>Price/LF</u>	<u>Price/LF</u>	<u>Price/LF</u>	<u>Price/LF</u>
12"	\$8.02	\$7.07	\$7.30	NO BID
15"	\$10.79	\$9.31	\$9.55	NO BID
18"	\$14.30	\$12.75	\$13.22	NO BID
24"	\$24.85	\$22.88	\$23.22	NO BID
30"	\$35.90	\$31.31	\$31.53	NO BID
36"	\$48.50	\$41.31	\$42.87	NO BID
42"	\$62.00	\$54.31	\$54.85	NO BID
48"	\$79.00	\$68.53	\$69.20	NO BID
54"	NO BID	NO BID	NO BID	NO BID
60"	\$137.50	\$125.00	\$136.72	NO BID

NOTE: J&G Delivery fee of \$100.00 for orders under \$2500.00.

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Plant Mix with Rap (FOB Plant)

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, Rogers Group, Inc. as seen on the attached tabulation sheet. It should be noted that, according to the specifications for this bid, Franklin County reserves the right to purchase plant mix from other suppliers based on the lowest cost for materials hauled to a given jobsite. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

Jason Baggett, PE
Franklin County

FRANKLIN COUNTY HIGHWAY DEPT.				
BID TABULATION SHEET FOR Plant Mix with Rap (FOB Plant)				
BID DATE:	Thursday, November 21, 2024 2:00 p.m.			
EFFECTIVE:	January 1 through December 31, 2025			
			Rogers	APAC-ALABAMA
<u>ITEM NO.</u>	<u>Description</u>	<u>UNIT</u>	<u>Group</u>	<u>Inc.</u>
424A	Bituminous Concrete (1/2" Wearing Layer)	ton	\$68.00	\$72.86
	Limestone Mix			
424A	Bituminous Concrete (3/8" Wearing Layer)	ton	\$71.00	\$72.96
	Limestone Mix			
424A	Bituminous Concrete (1/2" Wearing Layer)	ton	\$68.00	\$72.86
	Siliceous Mix			
424A	Bituminous Concrete (3/8" Wearing Layer)	ton	\$71.00	\$72.96
	Siliceous Mix			
424B	Bituminous Concrete (1" Upper Binder), Patching	ton	\$57.00	\$56.66
	Limestone Mix			
424B	Bituminous Concrete (3/4" Upper Binder), Patching	ton	\$62.00	\$61.45
	Limestone Mix			
424B	Bituminous Concrete (1/2" Upper Binder), Leveling	ton	\$65.00	\$72.86
	Limestone Mix			

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Polypropylene Pipe (pp)

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is J & G Culverts, Inc., as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

A handwritten signature in black ink that reads "Jason Baggett". The signature is stylized with a large, sweeping "J" and "B".

Jason Baggett, PE
Franklin County

FRANKLIN COUNTY HIGHWAY DEPARTMENT

TABULATION SHEET FOR Polypropylene Pipe (PP)				
BID DATE: Thursday, November 21, 2024 at 2:00 pm				
Effective: January 1 through December 31, 2025				
		ADCO	J&G	Fallin
		Price/LF	Price/LF	Farms
ID	Size	Price/LF	Price/LF	Price/LF
8101	12"	\$14.60	\$12.62	NO BID
8102	15"	\$17.93	\$17.33	NO BID
8103	18"	\$22.86	\$21.91	NO BID
8104	24"	\$38.52	\$37.08	NO BID
8105	30"	\$59.98	\$55.56	NO BID
8106	36"	\$65.67	\$63.39	NO BID
8107	42"	\$88.56	\$85.83	NO BID
8108	48"	\$116.09	\$112.22	NO BID
8109	60"	\$181.97	193.53	NO BID

Note: J&G charges \$100 delivery fee for orders under

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Type 1, Bulk Portland Cement or Blended Hydraulic Cements

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is Heidelber Materials as seen on the tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Baggett", is written over a horizontal line.

Jason Baggett, PE
Franklin County

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

FRANKLIN COUNTY HIGHWAY DEPT.				
Tabulation Sheet for: Inquiry FC-2020-07 Type 1, Bulk Portland Cement				
Bid Opening: Thursday, November 21, 2024 2:00 pm				
Effective Date: January 1 through December 31, 2025				
	FOB	FOB	FOB	FOB
	Plant	Jobsite	Plant	Jobsite
BIDDERS	Type 1 Portland	Type 1 Portland	Blended Hydraulic	Blended Hydraulic
Heidelber Materials	NO BID	NO BID	\$180.00	\$212.00
National Cement Co.	NO BID	NO BID	NO BID	NO BID

COUNTY ENGINEER
Jason Baggett



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

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

December 9, 2024

Barry Moore, Chairman
Franklin County Commission
405 N Jackson Ave.
Russellville, AL 35653

RE: Recommendation for Bid Award
Traffic Stripe

Dear Sir:

This letter is to recommend the above referenced bid be awarded to the lowest responsible bidder, which is Ozark Striping Company, LLC., as seen on the attached tabulation sheet. This bid will be effective January 1 through December 31, 2025.

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

Sincerely,

Jason Baggett, PE
Franklin County

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

Franklin County Highway Dept.**Tabulation Sheet for: Inquiry FC-2025-10 Traffic Striping****Bid Opening: Thursday, November 21, 2024 2:00 pm****Effective Date: January 1 through December 31, 2025**

Number	Description	Bidders	
		OZARK Striping	TRP Construction
701A-000	Broken White Class 1, Type A Traffic Stripe	\$435.00	NB
701A-004	Solid White Class 1, Type A Traffic Stripe	\$835.00	NB
701A-008	Broken Yellow Class 1, Type A Traffic Stripe	\$435.00	NB
701A-012	Solid Yellow Class 1, Type A Traffic Stripe	\$835.00	NB
701A-030	Solid White, Class 2T, Type A Traffic Stripe	\$3,025.00	NB
701A-034	Solid Yellow, Class 2T, Type A Traffic Stripe	\$3,025.00	NB
701A-039	Broken White, Class 2T, Type A Traffic Stripe	\$1,860.00	NB
701A-044	Broken Yellow, Class 2T, Type A Traffic Stripe	\$1,860.00	NB
701A-231	Solid White, Class 2, Type A Traffic Stripe	\$3,750.00	NB
701A-235	Solid Yellow, Class 2, Type A Traffic Stripe	\$3,750.00	NB
701A-240	Broken White, Class 2, Type A Traffic Stripe	\$2,385.00	NB
701A-245	Broken Yellow, Class 2, Type A Traffic Stripe	\$2,385.00	NB
701C-000	Broken Temporary Traffic Stripe	\$950.00	NB
701C-001	Solid Temporary Traffic Stripe	\$975.00	NB
		PRICE PER SQUARE FOOT	PRICE PER SQUARE FOOT
703A-000	Traffic Control Markings, Class 1, Type A	\$3.00	NB
703A-002	Traffic Control Markings, Class 2, Type A	\$6.00	NB
703A-004	Traffic Control Markings, Class 2T, Type A	\$6.00	NB
703B-000	Traffic Control Legends, Class 1, Type A	\$3.00	NB
703B-002	Traffic Control Legends, Class 2, Type A	\$6.25	NB
703B-004	Traffic Control Legends, Class 2T, Type A	\$6.25	NB
		PRICE PER EACH	PRICE PER EACH
705A-032	Pavement Markers, Class A-H, Type 1-B	\$5.50	NB
705A-037	Pavement Markers, Class A-H, Type 2-D	\$5.50	NB

HIRE SENIOR EQUIPMENT TECHNICIAN

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to hire Senior Equipment Technician, Gregory Haithcock, he will be starting January 6, 2025.

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

December 2, 2024

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

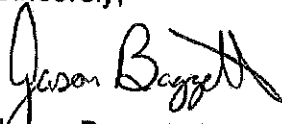
RE: Senior Equipment Maintenance Technician (SEMT)

Dear Judge Moore:

The purpose of this letter is to recommend Gregory Haithcock for the vacant SEMT position at the Franklin County Highway Department. Upon the approval of the County Commission Greg will start at Grade 24 Step 2 (\$21.19/Hr) on the SEMT scale effective January 6, 2025. Thank you for your assistance in this matter.

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

Sincerely,


Jason Baggett, PE
County Engineer

Cc: File

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

HIRE TEMPORARY EMPLOYEE

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to hire temporary employee, Roger Grissom, he will be starting January 6, 2025.

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

December 2, 2024

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

RE: Temporary Employee

Dear Judge Moore:

The purpose of this letter is to recommend Roger Grissom for a part-time temporary position at the Franklin County Highway Department. Rogers is scheduled to start at \$17.50/Hr effective January 6, 2025. 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 black ink, appearing to read "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

ADVERTISE FOR ROADWAY MAINTENANCE TECHNICIAN 1 POSITION

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to advertise for Roadway Maintenance Technician I position.

SHERIFF'S OFFICE/JAIL

SURPLUS VEHICLE

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the Board to approve to keep 2016 F150 as a spare vehicle instead of declaring surplus property.

RESIGNATION OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Renae Halbrooks, effective November 25, 2024.

ADVERTISE FOR CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to advertise for a Correction Officer/ Dispatcher.

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

December 2, 2024

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

Commissioners,

I am accepting Renae Halbrooks Butler resignation effective November 25, 2024. I am requesting that you advertise for a Correction/ Dispatcher position as soon as possible.

Sincerely,

A handwritten signature in cursive script, appearing to read "S. Oliver".

Shannon Oliver
Sheriff

dpooore

From: booper911@aol.com
Sent: Monday, November 25, 2024 12:06 PM
To: dpooore
Subject: Fw: Letter of resignation

Sent from AOL on Android

----- Forwarded Message -----

From: "Renaë Butler" <halbrooks22@gmail.com>
To: "booper911@aol.com" <booper911@aol.com>
Sent: Mon, Nov 25, 2024 at 11:17 AM
Subject: Letter of resignation

As of today's date 11/25/2024 I Renaë Halbrooks Butler resign my full time position as a dispatcher at Franklin County 911. I have taken an administrative position at Lawrence County central dispatch center. I want to thank all of Franklin County for the opportunity I had to serve.

Thank you,
Renaë Halbrooks Butler

TEMPORARY DEPUTY

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve the hiring of a temporary deputy, Jason Boake Wilds, effective December 9, 2024.

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

December 4, 2024

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

Commissioners,

I am hiring Jason Boake Wilds as a temporary Deputy Sheriff, Effective
December 9, 2024.

Sincerely,

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

Shannon Oliver
Sheriff

TEMPORARY CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to hire temporary Correction Officer/ Dispatcher, Kara-Le Moody, effective December 13, 2024.

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

December 3, 2024

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

Commissioners,

I am hiring Kara-Le Moody as a temporary Correction Officer / Dispatcher.
Effective December 13, 2024.

Sincerely,

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

Shannon Oliver
Sheriff

TERMINATION OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve the termination of Correction Officer/ Dispatcher, Phillip Harrington, effective December 3, 2024.

ADVERTISE FOR CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mrs. Tracie Clark, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve to advertise for a Correction Officer/ Dispatcher.

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

December 6, 2024

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

Commissioners,

With regrettable but unavoidable decision I am terminating Phillip Harrington, Effective December 3, 2024. I am requesting that you advertise for Correction Officer/Dispatcher position as soon as possible.

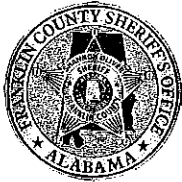
Sincerely,

Shannon Oliver
Sheriff

RETIREMENT OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the retirement of Cindy Shivers, effective January 1, 2025.

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

December 6, 2024

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

Commissioners,

I am accepting Cindy Shivers' letter of retirement effective January 1, 2025. I would like to publicly thank Cindy for her loyalty and dedication to the Franklin County Sheriff's Office. I wish Cindy a happy and blessed retirement.

Sincerely,

A handwritten signature in black ink, appearing to read "SOL", written over a horizontal line.

Shannon Oliver
Sheriff

TERMINATION FOR CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Michael Murray, unanimously ordered, adjudged and decreed by the Board to approve to the termination of Destiny Contreras- Correction Officer/ dispatcher, effective December 5, 2024.

ADVERTISE FOR CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the Board to approve to advertise for a Correction Officer/ Dispatcher.

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

December 6, 2024

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

Commissioners,

With regrettable but unavoidable decision I am terminating Destiny Contreras, Effective December 5, 2024. I am requesting that you advertise for Correction Officer/Dispatcher position as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to be "SOL" or similar, written over the printed name.

Shannon Oliver
Sheriff

HIRE TEMPORARY CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to hire temporary Corrections Officer/ Dispatcher, Michael Seth Ables, effective December 4, 2024.

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

December 12, 2024

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

Commissioners,

I am hiring Michael Seth Ables as a temporary Correction Officer /
Dispatcher. Effective December 16, 2024.

Sincerely,

A handwritten signature in black ink, appearing to be "SOL" or similar, written in a cursive style.

Shannon Oliver
Sheriff

BUDGET AMENDMENTS

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the Budget Amendments for the Solid Waste Department.

Amendment breakdown as follows:

Budget Revision Request Franklin County

Budget Year FY 24-25
 Department Solid Waste
 Contact Name Gene Ward
 Title/Position Solid Waste Manager

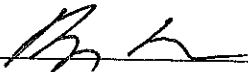
Line Item Number	Line Item Description	Approved Amount	Requested Amount	Revised Amount
	See			
	Attached			

Please list below the total amount that the entire budget was approved for (not the sum of the "approved amount" column for the line items listed above). The +/- amendments' below is the sum of the "requested amendments" column above. Do not add any other columns. The 'revised budget' below is the sum of the total budget amount below the +/- the sum of the amendments.

The purpose of the section below is to reflect how this revision request will change the entire budget.

Total Budget	+/- Amendments	Revised Budget

Reason(s) _____

Signature  Date _____
 Date Approved by County Commission 12-16-24

Budget Amendments			
Solid Waste	Approved	Amended	
ACCOUNT NUMBER/DESCRIPTION	10/1/2024	12/16/2024	Increase
REVENUE			
510-44272-0000 STATE GRANTS	6,000.00	6,000.00	0.00
510-45411-0000 SOLID WASTE COLLECTION FEES - DOOR	1,150,000.00	1,609,825.00	459,825.00
510-45413-0000 SOLID WASTE DISPOSAL FEES MEDICAL	0.00	0.00	0.00
510-45414-0000 SOLID WASTE FEES - MUNICIPALITY	435,000.00	108,750.00	-326,250.00
510-45416-0000 SOLID WASTE FEES- DUMPSTERS	300,000.00	437,670.00	137,670.00
510-45417-0000 SOLID WASTE FEES- LANDFILL	400,000.00	161,375.00	-238,625.00
510-45418-0000 SOLID WASTE FEES - SECONDARY RESID	17,000.00	17,000.00	0.00
510-45419-0000 PENALTY ON DELINQUENT ACCOUNTS	42,000.00	42,000.00	0.00
510-45420-0000 BAD DEBT ACCOUNT	30,000.00	30,000.00	0.00
510-45421-0000 ADEM FEES COLLECTED	23,000.00	23,000.00	0.00
510-45422-0000 DEBT SETOFF FOR DELINQUENT ACCTS	1,000.00	1,000.00	0.00
510-45423-0000 LANDFILL TRANSFER STATION INERT	0.00	521,342.78	521,342.78
510-45424-0000 LANDFILL TRANSFER STATION RESIDENTIAL	0.00	521,342.78	521,342.78
510-47100-0000 INTEREST	250.00	250.00	0.00
510-47210-0000 LEASE/RENTAL REVENUE	24,000.00	24,000.00	0.00
510-47380-0000 SALE OF COUNTY PROPERTY	20,000.00	71,000.00	51,000.00
510-47530-0000 RESTITUTION - MADDEN	0.00	0.00	0.00
510-47900-0000 OTHER MISCELLANEOUS REVENUE	108,000.00	0.00	-108,000.00
510-47904-0000 REIMB - WORKERS' COMPENSATION	0.00	0.00	0.00
510-47905-0000 REIMB - INSURANCE CLAIMS	1,000.00	1,000.00	0.00
510-49001-0000 REIMB - PHONE CALLS	0.00	0.00	0.00
510-61110-0000 OPERATING TRANSFER IN FROM GENERAL FUND	373,516.71	373,516.71	0.00
510-61340-0000 PROCEEDS OF NOTES PAYABLE ISS	0.00	0.00	0.00
510 SOLID WASTE FUND TOTALS	2,930,766.71	3,949,072.26	1,018,305.55
EXPENDITURE			
510-54100-1040 UNIFORMS	0.00	0.00	0.00
510-54100-1130 OTHER SALARIES AND WAGES	719,393.53	820,841.44	101,447.91
510-54100-1160 OVERTIME	0.00	30,000.00	30,000.00
510-54100-1210 RETIREMENT	77,727.75	87,940.32	10,212.57
510-54100-1220 HEALTH INSURANCE	135,632.70	135,632.70	0.00
510-54100-122A HEALTH INSURANCE FOR RETIREES	43,200.00	7,200.00	-36,000.00
510-54100-1230 LIFE INSURANCE	506.88	506.88	0.00
510-54100-1240 SOCIAL SECURITY	58,858.61	66,619.37	7,760.76
510-54100-1250 WORKER'S COMPENSATION	38,939.14	38,939.14	0.00
510-54100-1260 UNEMPLOYMENT COMPENSATION	2,500.00	2,500.00	0.00
510-54100-1540 LEGAL SERVICES	2,500.00	2,500.00	0.00
510-54100-1550 BILLING AND COLLECTIONS SOLID WASTE	100,000.00	100,000.00	0.00
510-54100-1940 CONTRACT SERVICES - LANDFILL	1,459,485.65	1,459,485.65	0.00
510-54100-2110 OFFICE SUPPLIES	3,000.00	3,000.00	0.00
510-54100-2120 OILS AND LUBRICANTS	10,000.00	10,000.00	0.00
510-54100-212A DIESEL FUEL	140,000.00	140,000.00	0.00
510-54100-212B GASOLINE	10,000.00	10,000.00	0.00
510-54100-2140 SMALL TOOLS, MINOR EQUIPMENT	2,500.00	2,500.00	0.00
510-54100-2150 TIRES AND TUBES	30,000.00	30,000.00	0.00
510-54100-2160 CLEANING SUPPLIES	2,000.00	2,000.00	0.00
510-54100-2170 VEHICLE MAINTENANCE SUPPLIES	5,500.00	5,500.00	0.00
510-54100-2260 RENTAL EQUIPMENT	0.00	155,958.36	155,958.36
510-54100-2310 REPAIRS BUILDING AND LAND	15,000.00	15,000.00	0.00

510-54100-2320 REPAIRS ROAD EQUIPMENT	100,000.00	100,000.00	0.00
510-54100-2330 REPAIRS TO OFFICE EQUIPMENT	1,500.00	1,500.00	0.00
510-54100-2350 MAINTENANCE OF COMPUTER EQUIPMENT	20,000.00	20,000.00	0.00
510-54100-2370 INTERNET SERVICE PAYABLE	2,800.00	2,800.00	0.00
510-54100-2400 UTILITIES	13,000.00	13,000.00	0.00
510-54100-2410 GROUNDWATER WELL MONITORING	5,000.00	5,000.00	0.00
510-54100-2510 TELEPHONE	1,500.00	1,500.00	0.00
510-54100-251A CELLULAR PHONE EXPENSE	2,500.00	2,500.00	0.00
510-54100-2520 POSTAGE	500.00	500.00	0.00
510-54100-2530 ADVERTISING	500.00	500.00	0.00
510-54100-2620 MILEAGE	2,000.00	2,000.00	0.00
510-54100-2640 ROOM AND MEALS	4,500.00	4,500.00	0.00
510-54100-2650 REGISTRATION FEES AND OTHER	2,000.00	2,000.00	0.00
510-54100-2720 INSURANCE MOTOR VEHICLES AND EQUIPM	25,000.00	25,000.00	0.00
510-54100-4700 SOLID WASTE CONTAINERS	0.00	50,000.00	50,000.00
510-54100-4970 BAD DEBT EXPENSE	0.00	0.00	0.00
510-54100-5120 LAND IMPROVEMENT	0.00	40,000.00	40,000.00
510-54100-5250 BUILDING IMPROVEMENT	0.00	5,000.00	5,000.00
510-54100-5400 EQUIPMENT	0.00	50,000.00	50,000.00
2 New One Arm Trucks	0.00	72,000.00	72,000.00
510-54100-6460 INTEREST -2 2020 INTERN GRBG TRKS	543.85	543.85	0.00
510-54100-6470 INTEREST 2023 DUMPSTER TRUCK	7,678.60	7,678.60	0.00
510 SOLID WASTE FUND TOTALS	3,045,766.71	3,532,146.31	486,379.60

NACOLG LETTER

It is on motion of Mrs. Tracie Clark, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve giving authorization to Commission Chairman to sign a letter designating NACOLG as implementing agency for the Section 5311 rural transit program.

Letter as follows:



Franklin County Commission

P.O. Box 1028 · Russellville, AL 35653 · (256) 332-8850

Barry Moore, Chairman
Micheal Murray, District I
Greg Hovater, District II

Joseph Baldwin, District III
Tracie Clark, District IV
Leah Mansell, Administrator

December 16, 2024

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: **Letter of Designation**

The Franklin County Commission has carefully considered the selection of an implementing agency for its Section 5311 project. We designate Northwest Alabama Council of Local Governments as our local implementing transit provider. The principal contact person for this project is Keith Jones.

If you have any questions on this designation, please contact Keith Jones at 256-389-0555.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Moore", written over a horizontal line.

Barry Moore
Judge of Probate & Chairman
Franklin County Commission

AGREEMENT WITH SECRETARY OF STATE

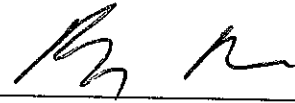
It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve giving authorization to Commission Chairman to sign the agreement with the Secretary of State to update the Voter's Registration addresses.

Agreement as follows:

DECEMBER 9, 2024

AGENCY AGREEMENT

The Franklin County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary and performing the mailing of certain notices pursuant to the National Voting Rights Act of 1993 to voters as required by Act 2021-534 and collecting reimbursements from the State Elections Fund. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), Code of Alabama (1975), from monies the County is entitled to for such costs from the State Elections Fund pursuant to §17-4-31, Code of Alabama (1975). The County Commission also agrees that the business reply mail account fee and business reply postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of the Act.



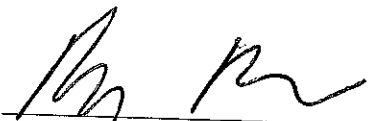
County Commission Chairperson

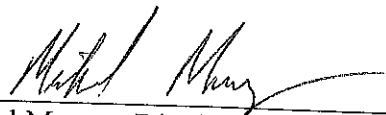
Wes Allen, Secretary of State

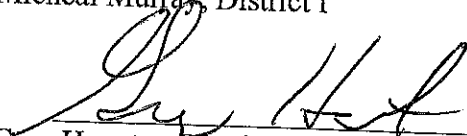
ADJOURNMENT

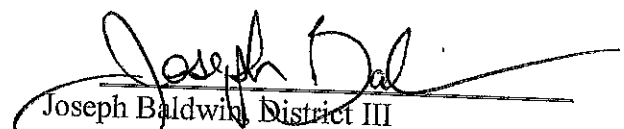
Chairman Moore thanked everyone for attending the meeting. He expressed this thankfulness for all the Department Heads and the work that was done this past year. Chairman Moore wished everyone a Merry Christmas and a safe and Happy New Year.


It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, that the meeting be adjourned.


Barry Moore, Chairman


Micheal Murray, District I


Greg Hovater, District II


Joseph Baldwin, District III


Tracie Clark, District IV