

STATE OF ALABAMA)	FRANKLIN COUNTY COMMISSION
)	REGULAR MEETING
FRANKLIN COUNTY)	MARCH 17, 2025 8:30 AM

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

ALSO PRESENT: EMA Director Mary Hallman Glass, County Engineer Jason Baggett, Solid Waste Manager Gene Ward, Revenue Commissioner Stratt Byars, Sheriff Shannon Oliver, County Coroner Charles Adcox, County Administrator Leah Mansell, County Attorney Evan Hargett, Maria Camp with Franklin County Times, Terry Bolton, and Sherye Price with the Development Authority.

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 except for Tracie Clark whom is sick.

PUBLIC COMMENTS

Chairman Moore started by reading a letter from Limestone County EMA Director, thanking Franklin County EMA for their help during the December 19, 2024 tornado in Athens. Chairman Moore expressed his gratitude to our EMA staff on helping surrounding counties, acknowledging when we help others then usually will be available to help us when the need arises. He continued by stating that we were fortunate that, although we had many warning over the weekend, our county missed the bulk of the storms and did not have any significant damage. Mary was able to go out and assist Walker County with storm damages from this weekend.

Mary Glass informed the Commission of issues with weather sirens in Oak Grove and East Franklin. She speculates that lightning has hit the control panel. She requests to contact MCM out of Anniston to have them come out and inspect the damages and see what needs to be done to fix the panel or sirens. Chairman Moore stated that this would need to be added to the agenda to give Mary the authority to contact MCM, they will need to provide a quote for the repair cost. Chairman Moore stated that once the quote was in, we should discuss the cost of repairing the sirens verses the cost of having a weather radio available for each resident in the community. He discussed the issues with the sirens in the

City of Russellville. Mary stated the importance of not just depending on a siren, every citizen needs to have multiple ways to be weather aware.

Chairman Moore request to add the following items to the agenda

1. Item 12- Authorize EMA Director to contact MCM for siren repairs
2. Item 5G- Resignation of Regina Cantrell- Belgreen SRO
3. Item 5H- Advertise for Belgreen SRO

Chairman Moore expressed his thanks to all the county employees that worked over the weekend during the storms.

Mary Glass wanted to inform everyone of the work the dispatchers put in this weekend. They had extra staff come in and help with calls, explained that the dispatchers get all the power outages call for the electric companies when their offices are closed. They were all extremely busy over the past few days. Chairman Moore asked that Mary pass along their sincere thanks for all their hard work.

APPROVAL OF AGENDA

It is on motion of Mr. Joesph Baldwin, second by Mr. Greg Hovater unanimously ordered, adjudged and decreed by the board to approve to add item 5G- Resignation of Regina Cantrell.

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 5H- Advertise for vacant SRO at Belgreen.

It is on motion of Mr. Joesph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to add item 12- Authorize EMA Director to contact MCM for siren repairs.

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, 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 February 18, 2025 Regular Meeting Minutes.

APPROVAL OF BILLS

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

NEW BUSINESS

COMMISSION OFFICE

AGREEMENT WITH DA FOR PRE-TRIAL DIVERSION FUND

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve giving Chairman Moore the authority to sign an agreement with the District Attorney's office for the Pre-Trial Diversion Fund.

Agreement as follows:

STATE OF ALABAMA

FRANKLIN COUNTY

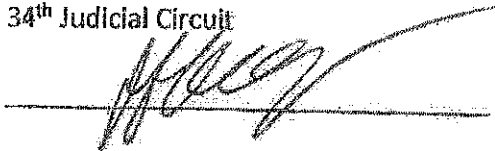
AGREEMENT

Come now the State of Alabama, Office of the District Attorney, 34th Judicial Circuit, hereinafter referred to as "District Attorney" and the Franklin County Commission, and enter into the following agreement based upon the mutual promises and consideration herein:

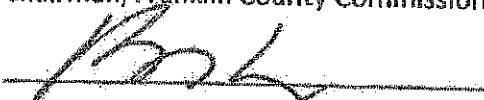
1. The District Attorney agrees to pay to the Franklin County Commission \$600.00 per year as an administrative fee for keeping the books for the District Attorney's Pre-Trial Diversion Fund.
2. Effective February 21, 2025, through September 30, 2025.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, we do hereunto set our hands and seals on 17th day of March, 2025.

District Attorney
34th Judicial Circuit

A handwritten signature in dark ink, appearing to be "J. H. [unclear]", is written over a horizontal line.

Chairman, Franklin County Commission

A handwritten signature in dark ink, appearing to be "B. L. [unclear]", is written over a horizontal line.

LEASES AGREEMENT FOR HIGHWAY SAFETY OFFICE

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve giving Chairman Moore the authority to sign a lease agreement with the North Alabama Highway Safety Office.

Agreement as follows:

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), effective as of the 17th day of March, 2025 (the "**Execution Date**") is made and entered into by and between the **FRANKLIN COUNTY COMMISSION**, ("**Landlord**") and **NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE** public entity ("**Tenant**").

1. **LEASE OF PREMISES.** Landlord does hereby demise and lease to Tenant, and Tenant does hereby take and hire from Landlord, building and any and all improvements which now are situated on said real property, together with all rights, easements and appurtenances thereunto belonging or appertaining (collectively, the "**Premises**"), said Premises being more fully described as follows:

SEC: 30

TWN: 06

RNG: 11

PT. OF NW4 OF SE4 OF SEC. 30 T6S R11W PT. OF LOT 209 OLD TOWN DESCRIBED AS FOLLOWS: COM. AT INT. OF SLY ROW OF MONTGOMERY ST AND WLY ROW OF CARROLL AVE.; TH SWLY ALONG CARROLL AVE. 48' TO BEG.; TH NWLY 112'(S) TO ELY ROW OF SOUTHERN RAIL RAOD; TH SWLY ALONG SAID ROW 100'; TH SELY 123.49' TO WLY ROW OF CARROLL AVE.; TH NELY ALONG SAID ROW 100' TO POB.

Tenant shall use the Premises for educational purposes related to training in woodworking and for no other purpose without the express written consent of Landlord. Tenant shall not use or occupy, or permit or suffer the Premises (i) for any unlawful or illegal business, use or purpose, (ii) in any such manner to constitute a public or private nuisance of any kind, (iii) for any purpose or in any way in violation of the certificate of occupancy, or of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations.

For purposes of this Lease, the term *Effective Date* shall mean March 17, 2025.

2. **LEASE TERM.**

(a) **Term.** The term of this Lease shall commence on the ***Effective Date*** and shall continue month to month thereafter until (i) terminated upon written notice by either party to the other. The lease is renewable annually by agreement of the parties.

3. **BASE RENT AND SECURITY DEPOSIT.**

(a) **Rent Commencement Date.** The payment of Base Rent shall commence on the Effective Date.

(b) Base Rent From and after the Effective Date, Tenant shall pay to Landlord as Base Rent, a monthly rent ("**Base Rent**") as set forth below. Base Rent shall be payable monthly on or by the fifteenth (15th) day of every calendar month during the Lease Term, without demand, setoff or deduction except as specifically set forth in this Lease. The Base Rent during the Term shall be in the amount of Two Thousand Dollars and no/100 (\$2,000.00) per month.

(c) Payment Base Rent and all other sums due hereunder shall be paid in legal tender at Landlord's address as set forth in Section 14 hereof, as the same may be changed by notice as provided herein from time to time. If any installment of Base Rent is not paid on or before the date the same is due, it shall bear interest (as Additional Charges) as provided in Section 41-16-3 of The Code of Alabama 1975.

4. UTILITIES AND TRASH REMOVAL. Tenant shall pay all charges incurred during the Lease Term for all public or private utility, garbage pickup and refuse removal services rendered to or in connection with the Premises.

5. PREMISES CONDITION. Upon the Effective Date, Landlord shall deliver possession of the Premises to Tenant and Tenant shall accept such delivery of the Premises in its "as is, where is" condition. Tenant represents that it has examined the Premises, is satisfied with the physical condition thereof (including, but not limited to, environmental matters). Tenant further acknowledges that Landlord has not made any representation as to such physical condition, expenses of operation or any other matter or thing affecting or relating to the Premises.

6. GOVERNMENTAL AND OTHER REQUIREMENTS. Notwithstanding anything to the contrary contained herein, Tenant shall at all times during the Lease Term, at Tenant's sole cost and expense, cause the Premises to comply with all laws, rules, orders, requirements and regulations of any applicable governmental, public, or quasi-public authorities now or hereafter in any manner affecting the Premises or the use thereof. Landlord warrants that there are no covenants, conditions or restrictions of record or zoning ordinances which would adversely affect Tenant's use of the premises as described in Section 1.

7. REPAIR. Landlord shall, at its sole cost and expense, maintain the roofs of the buildings on the property and all heating and air conditioning equipment. Landlord will be responsible for lawn service and pest control.

9. ALTERATIONS. Tenant shall not have the right to make or remove any improvements (excluding the movement of equipment, provided that Tenant does not remove such equipment from the Premises) to the Premises without the written consent of Landlord, which may be withheld at Landlord's sole and complete discretion. Landlord acknowledges that it shall look favorably upon any leasehold improvements made by Tenant to promote the business operations conducted on the Premises and that its written consent shall not be unreasonably withheld for such improvements, provided that Tenant submits the plans and specifications associated with any such improvement to Landlord prior to commencing work with respect to same. Upon the end of Lease, Tenant shall restore any floors/walls/ceilings/doors damaged or altered by installation of

equipment/piping/conduits/ductwork/signs to original condition. All fixed improvements made by the Tenant are to remain in the building at the end of the lease. This includes electrical, fire and burglar alarm, data and communications wiring, plumbing, and air piping.

10. **CONTRACT CONSTRUCTION.** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted then the conflicting provision in the contract shall be deemed null and void. The Landlord's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing a claim with the Board of Adjustment of the State of Alabama.

11. **PROPERTY OWNERSHIP.** The Franklin County Commission owns the property that is subject to this Agreement. Any and all protections, representations, and terms of this Agreement shall be applicable to Franklin County Commission to an equal degree as is it to the Landlord.

12. **ENTRY BY LANDLORD.** After the Effective Date, Landlord shall have the right to enter upon the Premises for any reasonable purpose, after reasonable advance notice to the Tenant including but not limited to for the purpose of inspection of the Premises, for the purpose of exhibiting same to its mortgagees.

13. **SURRENDER OF PREMISES: HOLDING OVER.**

(a) **Surrender.** Tenant covenants and agrees to and with Landlord that, upon cancellation or termination of this Lease, whether by lapse of time or because of any of the conditions, covenants, agreements, or other provisions contained herein, Tenant shall peaceably and quietly yield up and surrender possession to Landlord of the Premises and all improvements then standing thereon, in good order and condition, reasonable wear and tear and loss by casualty or condemnation excepted. Tenant shall be given a reasonable time to surrender the Premises to Landlord upon cancellation or termination of this Lease.

(b) **Rent.** Upon the expiration of the Lease Term or earlier termination of this Lease, (i) any Rent paid for a period after the date of the expiration or earlier termination of this Lease Term shall be refunded to Tenant (provided Tenant is not in default hereunder) promptly upon the determination of same, and (ii) any item of Rent which is payable to the date of the expiration of the Lease Term or date of earlier termination of this Lease which is not then ascertainable shall be paid to Landlord when the same is determined, The provisions of this subsection shall survive the expiration of the Lease Term or earlier termination of this Lease.

14. **NOTICES.** Any notice herein required or permitted to be given by either party to the other party may be given (i) via hand delivery, (ii) upon deposit with an overnight commercial courier (including, without limitation, by an overnight courier such as Federal Express), or (iii) when mailed by United States Certified Mail, postage prepaid, return receipt requested, properly addressed to such party or its designee. Until changed as hereinafter provided, notices and communication due hereunder shall be addressed as follows:

Landlord: Franklin County Commission
c/o Barry Moore, Chairman
P.O. Box 1028
Russellville, AL 35653

Tenant: North Central Alabama Regional Highway Safety Office
Montgomery, AL 36116-3200

15. **CANCELLATION PRIVILEGE.** Either party may terminate this Agreement by providing a ninety-day written notice to the other party.

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

17. **TERMINATION DUE TO FIRE OR OTHER CASUALTY.** The lease shall become null and void in the event the Premises should be totally destroyed by fire, or other casualty including acts of God, not determined to be the fault of the Tenant, and the liability of the Tenant for rents thereafter occurring under the lease shall cease upon the said happening of any said events, but if said leased premises are partially damaged by fire or other casualty, including acts of God, not determined to be fault of the Tenant, then the same shall be repaired and restored by the Landlord as speedily as possible at Landlord's own expense and from date of such damage until completion of such repairs, abatement of rent shall be allowed to the Tenant.

18. **MISCELLANEOUS PROVISIONS.**

- (a) **Amendment.** This Lease may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement thereof is sought.
- (b) **Successors and Assigns.** Subject to the limitations on assignment, subletting, and other transfers set forth in this Lease, this Lease shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representative, successors and assigns.
- (c) **Governing Law.** This Lease shall be governed and construed according to the laws of the state in which the Premises are located.
- (d) **Limitation of Liability.** Notwithstanding anything to the contrary provided in this lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this lease by landlord, that if landlord shall fail to perform any covenant, term or condition of this lease upon landlord's part to be performed and, as a consequence of such default, tenant shall recover a money judgment against landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of landlord in the premises, as the same may then be encumbered,

and neither landlord nor any of its officers or shareholders shall be liable for any deficiency. It is understood that in no event shall tenant have any right to levy execution against any property of landlord other than its interest in the premises as hereinbefore expressly provided. In the event of the sale or other transfer of landlord's right, title and interest in the premises, landlord shall be released from all liability and obligations under this lease (but the landlord shall remain fully liable for the landlord's acts, omissions and defaults arising prior to the date of such transfer). This section shall survive the termination of this lease.

- (e) No Lien on Personal Property. All of Tenant's personal property shall be and remain the personal property of Tenant. Landlord expressly waives its statutory or common law Landlord's liens (as same may be enacted or may exist from time to time) and any and all rights granted under any present or future laws to levy or distrain for rent against said personal property of Tenant on the Premises, and further agrees to execute any reasonable instruments evidencing such waiver, at any time upon Tenant's request.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the Execution Date.

Landlord:

Franklin County Commission

By: 

Its: Chairman

Tenant:

North Central Alabama Regional Highway
Safety Office

By: 

Its: Project Director

CORONER

CONTRACT FOR MORTUARY COOLER

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve giving the coroner authority to sign a contract with Pinkard Funeral Home to house the mortuary cooler.

Contract as follows:

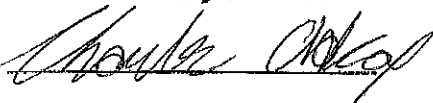
CONTRACT AGREEMENT

This Agreement is made and entered into on this **17th day of March, 2025**, by and between the **Franklin County Coroner's Office**, hereinafter referred to as "Coroner," and **Pinkard Funeral Home**, hereinafter referred to as "Funeral Home."

- 1. Purpose** The purpose of this Agreement is to set forth the terms under which the Funeral Home will house and maintain a mortuary cooler for the Coroner in exchange for an annual fee.
- 2. Term** This Agreement shall commence on the **17th day of March, 2025** and shall continue month to month thereafter until (i) terminated upon written notice by either party to the other. The lease is renewable annually by agreement of the parties.
- 3. Payment** The Coroner agrees to pay the Funeral Home the sum of **Five Hundred Dollars (\$500.00)** annually for the housing and utilities of the mortuary cooler. Payment shall be made in full within thirty (30) days of the effective date of this Agreement and annually thereafter.
- 4. Responsibilities of the Funeral Home** The Funeral Home agrees to: a. Provide a secure and climate-controlled location for the mortuary cooler. b. Ensure operation of the cooler to preserve its functionality. c. Allow the Coroner and authorized personnel access to the cooler as needed. d. Notify the Coroner immediately of any issues affecting the cooler's operation.
- 5. Responsibilities of the Coroner** The Coroner agrees to: a. Use the cooler solely for official county purposes related to coroner investigations. b. Provide reasonable notice to the Funeral Home when access is required. c. Maintain insurance coverage for the cooler and its contents, if applicable.
- 6. Indemnification** Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising out of their respective responsibilities under this Agreement.
- 7. Termination** Either party may terminate this Agreement with ninety (90) days written notice to the other party. In the event of termination, the Coroner shall remove the cooler within a reasonable timeframe.
- 8. Entire Agreement** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Franklin County Coroner



Pinkard Funeral Home



HIGHWAY DEPARTMENT

AWARD BRIDGE PAINTING PROJECT

It is on motion of Mrs. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to award the bridge painting project to the lowest bidder, Seminole Equipment Inc. totaling \$632,764.00

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

February 24, 2025

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

**RE: Recommendation of Award
Project No.: FCP 30-02-25
Painting Various Bridges in
Franklin County, Alabama**

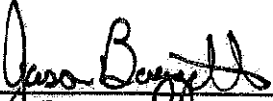
Dear Judge Moore:

Bids were opened for the above referenced project on February 19, 2025, at the Franklin County Commission Annex Building. Six (6) bids were received with a low bid of \$632,764.00 submitted by Seminole Equipment, INC. I have reviewed all bids and recommend that the Commission accept the low bid and award the contract to Seminole Equipment, INC. A copy of the notice of award and official bid tabulation are attached with this letter.

Once the contract is awarded by the Commission, we will proceed with preparing contract documents for signatures and schedule a preconstruction meeting.

Please contact us if you have any questions.

Sincerely,



Jason Baggett, PE
Franklin County Engineer

Cc: File

OFFICIAL BID TABULATION

Base Bid

Item No.	Description	Quantity	Unit	Seminole Equipment, Inc.	S&D Industrial Painting, Inc.	Gulf Coast Contracting, LLC	Southern Coatings of Tallapoosa Springs, LLC	International Rigging Group, LLC	Southern Road & Bridge, LLC
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
521B-001	Coating Existing Bridge at Hwy 57 (BIN: 010363)	1	LS	\$ 130,000.00	\$ 130,000.00	\$ 215,000.00	\$ 322,972.00	\$ 224,505.00	\$ 685,000.00
600A-000	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 80,000.00
740B-000	Construction Signs	114	SQ. FT.	\$ 1.00	\$ 114.00	\$ 342.00	\$ 2.00	\$ 7.00	\$ 12.00
740D-000	Channelizing Drums	50	EA	\$ 1.00	\$ 50.00	\$ 250.00	\$ 2.00	\$ 30.00	\$ 25.00
740E-000	Cones (36 Inches High)	100	EA	\$ 1.00	\$ 100.00	\$ 150.00	\$ 1.00	\$ 15.00	\$ 25.00
740M-001	Ballast for Cone	100	EA	\$ 1.00	\$ 100.00	\$ 0.10	\$ 10.00	\$ 8.00	\$ 25.00
741C-010	Portable Sequential/Arrow and Chevron Sign Unit	2	EA	\$ 100.00	\$ 200.00	\$ 100.00	\$ 1,500.00	\$ 1,950.00	\$ 15,000.00
742A-001	Portable Changeable Message Sign, Type 2	2	EA	\$ 100.00	\$ 200.00	\$ 1,000.00	\$ 2,000.00	\$ 3,950.00	\$ 15,000.00
Total Base Bid				\$ 132,764.00	\$ 142,855.00	\$ 237,752.00	\$ 340,500.00	\$ 260,505.00	\$ 832,618.00

Add Alternate No. 1

Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
521B-002	Coating Existing Bridge at Hwy 41 (BIN: 012104)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 115,000.00	\$ 115,000.00	\$ 131,400.00	\$ 131,400.00
600A-000	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
Add Alternate No. 1 Total				\$ 102,000.00	\$ 102,000.00	\$ 117,000.00	\$ 117,000.00	\$ 164,319.00	\$ 164,319.00
Base Bid + Add Alt. No. 1				\$ 234,764.00	\$ 259,855.00	\$ 359,752.00	\$ 457,500.00	\$ 425,222.00	\$ 1,107,618.00

Add Alternate No. 2

Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
521B-003	Coating Existing Bridge at Hwy 81 (BIN: 011845)	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 88,000.00	\$ 88,000.00	\$ 105,203.00	\$ 105,203.00
600A-000	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
Add Alternate No. 2 Total				\$ 72,000.00	\$ 72,000.00	\$ 90,000.00	\$ 90,000.00	\$ 115,203.00	\$ 115,203.00
Base Bid + Add Alt. No. 1 & No. 2				\$ 306,764.00	\$ 361,855.00	\$ 449,752.00	\$ 569,500.00	\$ 540,425.00	\$ 1,362,618.00

Add Alternate No. 3

Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
521B-004	Coating Existing Bridge at Mon Dye Road (BIN: 011839)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 157,221.00	\$ 157,221.00
600A-000	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
Add Alternate No. 3 Total				\$ 102,000.00	\$ 102,000.00	\$ 122,000.00	\$ 122,000.00	\$ 167,221.00	\$ 167,221.00
Base Bid + Add Alt. No. 1, No. 2, & No. 3				\$ 408,764.00	\$ 483,855.00	\$ 599,752.00	\$ 709,700.00	\$ 707,646.00	\$ 1,672,618.00

Add Alternate No. 5

[illegible]

I hereby certify that this is an official tabulation of the bids received for the Painting Various Bridges in Franklin County,
Project No.: FCP 30-02-25

HIRE ROADWAY MAINTENANCE TECHNICIAN III

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 Austen Stafford as Roadway Maintenance Technician III, effective March 10, 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

March 10, 2025

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

RE: Roadway Maintenance Technician (RMT III)

Dear Judge Moore:

The purpose of this letter is to inform you that Mr. Austen Stafford started March 10, 2025, at the Franklin County Highway Department. Austen has filled the vacant RMT III position starting at Grade 22 Step 1 (\$16.76/Hr) on the RMT III scale. 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

REVENUE DEPARTMENT

EMPLOYEE TRANSFER TO NON-CERTIFIED MAPPER

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve the transfer of Heather Holden from Tag/Title Clerk to Mapping Clerk, effective March 24, 2025.

Letter as follows:

Stratt Byars

Franklin County Revenue Commissioner

PROPERTY

P.O. Box 248
Russellville, AL 35653
(256) 332-8837

TAGS

P.O. Box 417
Russellville, AL 35653
(256) 332-8832

March 10, 2025

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

Judge Moore and Commissioners,

I would like to request a transfer for Heather Holden from the position of Tag/Title Clerk to the position of Non-Certified Mapper. The effective date for this transfer is March 24, 2025. Thank you for your consideration.

Sincerely,



Stratt Byars
Franklin County Revenue Commissioner

ADVERTISE FOR TAG/ TITLE CLERK

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to advertise for Tag/ Title Clerk.

Letter as follows:

Stratt Byars

Franklin County Revenue Commissioner

PROPERTY

P.O. Box 248
Russellville, AL 35653
(256) 332-8837

TAGS

P.O. Box 417
Russellville, AL 35653
(256) 332-8832

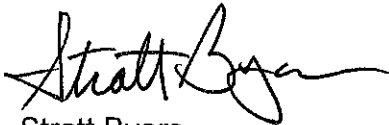
March 10, 2025

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

Judge Moore and Commissioners,

I am requesting to advertise for the position of Tag/Title Clerk. Thank you for your consideration.

Sincerely,



Stratt Byars
Franklin County Revenue Commissioner

HIRE TEMP FOR TAG/ TITLE CLERK

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to hire Ella Franks as temporary Tag/ Title Clerk, effective March 24, 2025.

Letter as follows:

Stratt Byars

Franklin County Revenue Commissioner

PROPERTY

P.O. Box 248
Russellville, AL 35653
(256) 332-8837

TAGS

P.O. Box 417
Russellville, AL 35653
(256) 332-8832

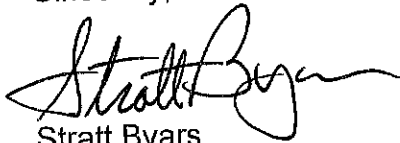
March 10, 2025

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

Judge Moore and Commissioners,

I would like to request that Ella Franks be hired as a temporary, full-time Tag/Title Clerk.
The effective date will be March 24, 2025. Thank you for your consideration.

Sincerely,



Stratt Byars
Franklin County Revenue Commissioner

SHERIFF'S OFFICE/JAIL

TERMINATION OF CORRECTION OFFICER/ DISPATCHER

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the termination of Correction Officer, Micheal Yancey, effective February 16, 2025.

ADVERTISE FOR CORRECTION 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 advertise for 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

February 18, 2025

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

Commissioners,

With regrettable but unavoidable decision I am terminating Michael Yancey. Effective February 16, 2025. I am requesting that you advertise for a Correction Officer/Dispatcher position as soon as possible.

Sincerely,

Shannon Oliver
Sheriff

PROMOTION

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve the promotion of Heath Boyles from Corrections Officer/Dispatcher to Sergeant, effective February 26, 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

February 25, 2025

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

Commissioners,

I am promoting Heath Boyles from Correction Officer to Sergeant.
Effective February 26, 2025. Replacing Michael Yancey.

Sincerely,

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

Shannon Oliver
Sheriff

HIRE 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 table hiring a Corrections Officer/ Dispatcher.

HIRE DEPUTY

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve hiring Jason Boake Wilds as a permeant full time Deputy, effective March 3, 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

March 3, 2025

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

Commissioners,

After reviewing applications and conducting interviews, I am hiring Jason Boake Wilds as a permanent full-time Deputy Sheriff. Effective March 3, 2025.

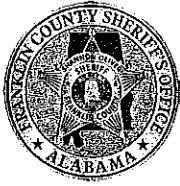
Sincerely,

Shannon Oliver
Sheriff

HIRE DEPUTY

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve hiring Zackary Booth as a permeant full time Deputy, effective March 17, 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

March 11, 2025

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

Commissioners,

After reviewing applications and conducting interviews, I am hiring Zachary Booth as a permanent full-time Deputy Sheriff. Deputy Zachary is APOST certified, his pay should start at the 6 months' pay rate of 18.74. Effective March 17, 2025

Sincerely,

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

Shannon Oliver
Sheriff

RESIGNATION OF BELGREEN SRO

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Belgreen SRO, Regina Cantrell, effective March 24, 2025.

ADVERTISE FOR BELGREEN SRO

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to advertise for vacant SRO position at Belgreen.

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

March 13, 2025

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

Commissioners,

I am accepting Regina Cantrell resignation effective March 24, 2025. I am requesting that you advertise for a School Resource Officer's position as soon as possible.

Sincerely,



Shannon Oliver
Sheriff

3/12/25

To whom it may concern,

I am writing this letter to formally submit my two weeks resignation. I have accepted a new position that will further my career goals.

Sheriff Shannon Oliver I would like to thank you for the opportunity to be a Deputy at the Franklin County Sheriff's office for the past 6 years. Mr. Greg Hamilton thank you also, I am proud I was able to serve Belgreen community as their School Resource Officer and After-School teacher. I currently have already worked most of my required hours to have the summer paid off; basketball games, football games, and school events/incidents (except for graduation, baseball/softball rivalry schools and tournaments). I am requesting payment for hours worked totaling 134 hours. I have attached a list of dates and hours worked over and unpaid.

Sincerely,

A handwritten signature in black ink, appearing to read 'Regina Cantrell', with a stylized, flowing script.

Regina Cantrell

SOLID WASTE

BID LANDFILL SCALE REPLACEMENT

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to move the Landfill Scale Replacement bid to April 3, 2025 at 2:00 P.M.

RIVERBEND BOARD RE-APPOINTMENT

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the re-appointment of Deborah Wilson to the Riverbend Center for Mental Health Board of Directors, term will expire April 1, 2031.

Letter as follows:

jthompson@hiwaay.net

From: Deborah K Wilson <dkwylson@gmail.com>
Sent: Wednesday, February 19, 2025 3:33 PM
To: jthompson@hiwaay.net
Subject: Re: Riverbend Center for Mental Health Board of Directors Appointment

Good afternoon,
I am very willing to continue serving on the board for Riverbend representing Franklin County.
Regards,
Deborah Wilson

On Wed, Feb 19, 2025 at 10:30 AM <jthompson@hiwaay.net> wrote:

Ms. Wilson,

Your appointment for the Riverbend Center for Mental Health Board of Directors expires April 1, 2025. We are hoping to extend your appointment for another six-year term. We appreciate your valuable support in the area of mental health and believe you have done a wonderful job representing Franklin County. Please let us know at your earliest convenience your decision on whether you would like continuing serving on the board.

Sincerely,



Jessica Thompson | Assistant Administrator

Franklin County Commission

P.O. Box 1205

Russellville, AL 35653

256.332.8850 Ext. 13



Elizabeth James, LICSW
Chief Executive Officer

February 11, 2025

Ms. Leah Mansell, Administrator
Franklin County Commission
P. O. Box 1028
Russellville, AL 35653

Dear Ms. Mansell:

Deborah Wilson's term as a member of the Riverbend Center for Mental Health Board of Directors expires at noon, April 1, 2025. Mrs. Wilson has made a valuable contribution to the Center. She is also currently serving on the Executive Committee of Riverbend's Board, which is greatly appreciated. Mrs. Wilson represents Franklin County's interests well, and her continued membership is needed.

We would appreciate the County Commission reappointing Mrs. Wilson for a full six-year term to expire at noon, April 1, 2031.

Thank you for your consideration of this request.

Sincerely,

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

Elizabeth James, LICSW
Chief Executive Officer

EJ/rp

xc: Deborah Wilson, Riverbend Center Board of Director

RECEIVED

FEB 18 2025

F.C.C.

RETIREE HEALTH INSURANCE POLICY

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the Retiree Health Insurance Reimbursement Policy. The policy verbiage was updated with clarifying language for reimbursement.

Policy as follows:

Employees who retire with at least 10 years of service with Franklin County are eligible for up to \$600 per month in health insurance coverage reimbursement for individual coverage, not to include any secondary policies for which the employee may be a beneficiary of. Said reimbursement payments may be made to the employee for a period not to exceed three (3) years from the date of retirement. However, at such time as the employee may become Medicare eligible said reimbursement payments shall immediately cease, and the employee shall no longer be eligible to receive medical insurance reimbursements under this provision, regardless of whether the employee is within the three (3) years previously set forth herein. Further, the employee, in order to receive any reimbursement payments pursuant to this provision, shall submit a monthly invoice to the Franklin County Commission setting forth the itemized charge for such individual health insurance coverage. Any individual health insurance reimbursement(s) that the former employee may be entitled to under this provision, that are not properly invoiced to the Franklin County Commission within thirty (30) days from the date that said expense(s) are incurred, shall be deemed waived and the former employee shall not be entitled to reimbursement by the Franklin County Commission for those individual health insurance reimbursement(s).

ARCHIVES BOARD APPOINTMENTS

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve the re-appointment of Grant Atkins to the Franklin County Archives and Research Center Board of Advisors for a three-year term, beginning March 21, 2025.

Letter as follows:



MARY SCOFIELD • CHIEF CLERK

BARRY MOORE

JUDGE OF PROBATE
FRANKLIN COUNTY

P.O. Box 70
Russellville, Alabama 35663
(256) 332-6801

March 17, 2025

Commissioners,

In accordance with the by-laws of the Franklin County Archives and Research Center Board of Advisors, I hereby request the reappointment of Grant Atkins as a Board Member for a three-year term, beginning March 21, 2025.

Barry Moore
Probate Judge and Chairman
Franklin County Commission

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve to table the three other Franklin County Archives and Research Center Board of Advisors positions.

SEVERANCE TAX

Chairman Moore explained that County Attorney Evan Hargett sent a letter to our contact at the Department of Revenue for explanation and an extension, requesting a response by Friday, March 14, 2025, with no response. He explained that Leah had sent an email Friday, asking for a response and at this point we have still not heard from anyone from that office. Chairman Moore explained that the Department of Revenue is stating that the portion of the Severance Taxes we were paid, were supposed to go to another entity. We are unable to verify to what County the overage was intended and we hope to get more information as it is available. We were notified about the issue in December 2024 and they requested a response by January 2025. We requested an extension through March, hoping to find out more details. The Department of Revenue is stating that we owe them \$107,914.06 due to overpayment of severance taxes. We were given the option to pay the total balance or have the funds withheld from our current portion we are to be paid for the next two years. Sherye Price from the Franklin County Community Development Authority is in attendance and they are agreeing to pay for half of the balance due. It is Chairman Moore's recommendation that the balance be paid in one lump sum, instead of over the next two years.

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve paying half the balance due (\$53,957.03) to the Department of Revenue, the remaining balance will be paid by Franklin County Community Development Authority.

Information as follows:

50 North Ripley Street
Montgomery, AL 36130

revenue.alabama.gov

RECEIVED

DEC 23 2024

F.C.C.

Alabama
Department
of Revenue



December 18, 2024

Franklin County Commission
P O Box 1028
Russellville AL 35653-1028

Subject: Alabama Uniform Severance Tax Distribution

Based upon recent information that was provided to our office, it has been determined that a portion of the tonnage originally reported as severed in your county was in fact severed in another county. This resulted in an overpayment of \$107,914.06 remitted to your county in error beginning with the May 2022 filing period distributed in July 2022. Unfortunately, the collections for Franklin County for the period October 1, 2024 – December 31, 2024, will not be enough to offset this liability.

Our office will withhold your next quarter collections, along with any future collections for the Uniform Severance Tax until such time as the overpayment can be collected. Based upon past collections for your county, we estimate that it will take eight quarters (two years) to collect these monies. If you disagree with the proposed plan to reimburse these monies, you may remit \$107,914.06 payable to the Department of Revenue by January 2, 2025.

We apologize for any inconvenience this matter has caused. Monies received must be distributed based upon the information available at the time of distribution. If amended returns or audits are received which change the point of severance, applicable changes must be made to the distribution so that funds are received by the correct entity.

If you have any questions, please contact Revenue Tax Accountant/Auditor Shantel Stroud of the Severance and License Section at 334-353-7827, option 5.

Sincerely,

Felicia G. Thomas
Administration Manager

Imansell@hiwaay.net

From: Barry Moore <fcjudge@hiwaay.net>
Sent: Thursday, December 26, 2024 3:58 PM
To: Michealmurray@franklin.k12.al.us; Hovaterg@bellsouth.net; 'Joseph Baldwin'; 'thbold';
Imansell@hiwaay.net; 'Jamie Kiel'
Subject: FW: Franklin County Severance Tax

Please see below the response from the Revenue Department.

Thank you,
Barry

From: Stroud, Shantel [mailto:Shantel.Stroud@revenue.alabama.gov]
Sent: Thursday, December 26, 2024 3:52 PM
To: fcjudge@hiwaay.net
Cc: Thomas, Felicia; King, Michele
Subject: Franklin County Severance Tax

Mr. Moore,

Per your request, the department is granting additional time for the Franklin County Commission to review this situation and determine if the county wishes to remit a lump sum payment or have the quarterly distributions withheld until such time as this overage is repaid. Please provide your response no later than **March 14, 2025**.

Sincerely,

Shantel Stroud
Revenue Tax Accountant/Auditor, Business and License Tax Division



Alabama Department of Revenue
o: 334-353-7827, Option 5
50 North Ripley Street, Montgomery, AL 36130
revenue.alabama.gov

This communication is intended for the sole use of the individual or entity addressed above, and may contain information that is privileged and confidential under Section 40-2A-10, Code of Alabama 1975. If the reader of this communication is not the intended recipient, the reader is hereby notified that any disclosure of this communication is strictly prohibited under Section 40-2A-10, Code of Alabama 1975. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy all versions-electronic, paper, or otherwise-of this communication.

-----Original Message-----

CONTRACT WITH CITIES/ TOWNS FOR ELECTIONS

Chairman Moore explained that some City/ Towns within Franklin County have elections coming up in August 2025. The DS200 machines are owned by Election Systems, the machines will have to be rented out. The County Commission owns the handicap machines. This agreement would be for \$250.00 per handicap machine and \$150.00 per poll book (iPad). Chairman Moore explained Bill and Elaine would not be testing the machines for the City/ Town elections, that will be the responsibility of each city or town.

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve the contract to be sent to each city or towns within Franklin County for the elections.

Contracts as follows:

AGREEMENT

The following is an agreement between the Franklin County Commission and the
City/Town of _____.

1. The City/Town agrees to pay the Franklin County Commission a fee of \$250.00 each for use of each handicap voting machine.
2. The City/Town requests _____ handicap voting machine(s).
3. The City/Town shall return the handicap voting machines(s) in the condition they were issued.
4. The City/Town will be responsible for any damage/repairs incurred during their use of the handicap voting machine(s).
5. Effective for the August 26, 2025, election.

Signed this the _____ day of _____, 2025.

Mayor, City/Town of _____

Chairman, Franklin County Commission

AGREEMENT

The following is an agreement between the Franklin County Commission and the
City/Town of _____.

1. The City/Town agrees to pay to the Franklin County Commission a fee of \$150.00 each for use of each election poll pad(s).
2. The City/Town requests _____ poll pad(s).
3. The City/Town shall return the poll pad(s) in the condition they were issued.
4. The City/Town will be responsible for any damage/repairs incurred during their use of the poll pad(s).
5. Effective for the August 26, 2025, election.

Signed this the _____ day of _____, 2025.

Mayor, City/Town of _____

Chairman, Franklin County Commission

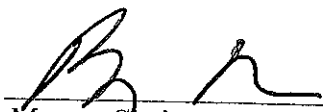
SIREN REPAIRS

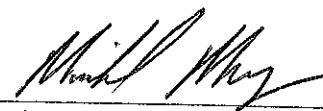
It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray unanimously ordered, adjudged and decreed by the Board to approve to give Mary Glass the authority to contact MCM for siren/ control panel repair quote.

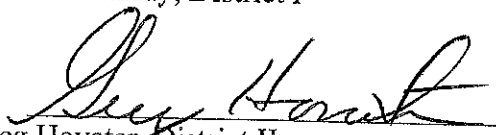
ADJOURNMENT

Chairman Moore thanked everyone for attending the meeting.

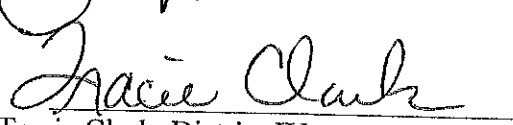
It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, that the meeting be adjourned.


Barry Moore, Chairman


Micheal Murray, District I


Greg Hovater, District II


Joseph Baldwin, District III


Tracie Clark, District IV