

STATE OF ALABAMA)
)
FRANKLIN COUNTY) **FRANKLIN COUNTY COMMISSION**
) **REGULAR MEETING**
) **August 17, 2026 8:30 AM**

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

ALSO PRESENT: EMA Director Mary Hallman-Glass, Asst County Engineer Caleb Sherrill, Solid Waste Manager Gene Ward, Revenue Commissioner Stratt Byars, County Administrator Leah Mansell, County Attorney Evan Hargett, Asst County Administrator Jessica Thompson, John Palati with Franklin Free Press, and Maria Camp with Franklin County Times.

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 Tracie Clark.

ROLL CALL

Chairman Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore request to add the following items to the agenda:

1. Item 3D- Declare 2015 Silverado- Surplus Property
2. Item 3E- Hire Part Time Corrections Officer/ Dispatcher

Chairman Moore discussed the upcoming Budget Meetings on Monday August 24th and Tuesday August 25th. He explained that they will have them posted and asked the Commissioners to be looking at their calendars for availability for the next budget meeting.

He continued by talking to the Commission about the walk-through scanner for the Courthouse. The scanner they had originally looked at was not what they needed. He has been in contact with AOC (Alabama Office of Courts) about scanner vendors. The scanner needed for the Courthouse will cost between \$5,000.00-\$7,000.00- which is well under the bid law limit- therefore we will not need to bid this out.

APPROVAL OF AGENDA

It is on motion of Mr. Greg Hovater, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve to add Item 3D- Declare 2015 Silverado- Surplus Property.

It is on motion of Mr. Grayson Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to add Item 3E- Hire part-time 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 overall agenda.

APPROVAL OF MINUTES

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the Board to approve the July 20, 2026, 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 July bills for payment.

NEW BUSINESS

COMMISSION OFFICE

FY26 PURCHASE ORDER CUTOFF

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve Purchase Order cutoff date as, September 4, 2026, at 5:00 PM.

BID JANITORIAL SUPPLIES

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to send out the FY26 Janitorial Supply Bid, sealed bids will be opened, September 3, 2026, at 2:00 PM.

BID OFFICE SUPPLIES

It is on motion of Mr. Grayson Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to send out the FY26 Office Supply Bids, sealed bids will be opened, September 3, 2026, at 4:00 PM.

RESOLUTION WITH FCBOE

It is on motion of Mrs. Tracie Clark, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the board to approve a Resolution with the Franklin County Board of Education to jointly bid for Fiscal Year 2026-2029 diesel and gas purchases.

Resolution as follows:

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Commission hereby authorizes and approves the following:

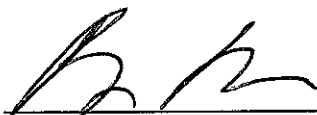
Section 1: Authorization to Bid: The Franklin County Commission will submit a joint bid with the Franklin County Board of Education for the Fiscal Year 2026-2029 diesel and gas purchases.

Section 2: Lead Bidder Designation: The Franklin County Commission is designated as the "Lead Bidder" and shall act as the primary point of contact and authorized signatory for the submission of the bid and subsequent contract negotiations.

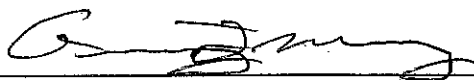
Section 3: Division of Responsibilities: Each Party will maintain a separate account with the supplier and both will be responsible for its own procurement, delivery and payment of diesel fuel.

Section 4: Execution of Agreements: The designated officers of each company are authorized to execute any subsequent agreements, or subcontracts necessary to formalize this collaboration if the bid is awarded.

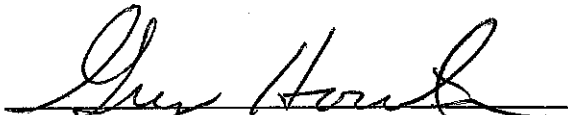
ADOPTED this the 17th day of August, 2026.



Barry Moore, Chairman



Grayson Murray, District I



Greg Hovater, District II

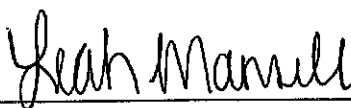


Joseph Baldwin, District III



Tracie Clark, District IV

ATTEST:



Leah Mansell, Administrator

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Education hereby authorizes and approves the following:

Section 1: Authorization to Bid: The Franklin County Board of Education authorizes the Franklin County Commission to submit a joint bid on its behalf for the Fiscal Year 2026-27 diesel purchases.

Section 2: Lead Bidder Designation: The Franklin County Commission is designated as the "Lead Bidder" and shall act as the primary point of contact and authorized signatory for the submission of the bid and subsequent contract negotiations.

Section 3: Division of Responsibilities: Each Party will maintain a separate account with the supplier and both will be responsible for its own procurement, delivery and payment of diesel fuel.

Section 4: Execution of Agreements: The designated officers of each company are authorized to execute any subsequent agreements, or subcontracts necessary to formalize this collaboration if the bid is awarded.

IN WITNESS WHEREOF, the undersigned have executed this Resolution as of the 4th day of August, 2026.

For Franklin County Board of Education:

Signature: Greg Hamilton
Name/Title: Greg Hamilton, Superintendent

Signature: Terry Welborn
Name/Title: Terry Welborn, Board President

BID FUEL

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to send out the Fuel Bid for 2026-2029, sealed bids will be opened, September 4, 2026, at 2:00 PM.

HIGHWAY DEPARTMENT

RESIGNATION OF TEMP EMPLOYEE

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 temporary employee, Andy Soto, effective August 6, 2026.

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

August 7, 2026

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

RE: Resignation – Andy Soto

Dear Judge Moore,

This letter is to inform you and the Franklin County Commission that Andy Soto has resigned from his temporary position, effective August 6, 2026.

I am grateful for Andy's hard work and dedication throughout the summer. It has been a pleasure working with him, and I wish him all the best as he returns to school this fall.

Please find Andy's attached letter of resignation for your records.

Sincerely,

Jason Baggett, PE
County Engineer

Cc: File

August 7, 2026

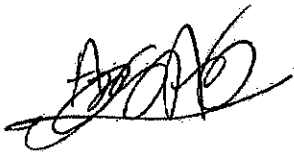
Jason Baggett
Franklin County Hwy. Dept.
P.O. Box 717
Russellville, AL 35653

Dear Jason:

The purpose of this letter is to inform you of my official resignation date of August 6, 2026. I have enjoyed my employment with the Franklin County Highway Department and appreciate the opportunity.

Sincerely,

Andy Soto

A handwritten signature in black ink, appearing to read 'ASoto', with a stylized flourish at the end.

FY27 TRANSPORTATION PLAN

It is on motion of Mrs. Tracie Clark, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve FY27 Transportation Plan.

Plan as follows:

FY 2027 County Transportation Plan



Franklin County

Date Approved by the Franklin County Commission: August 17, 2026

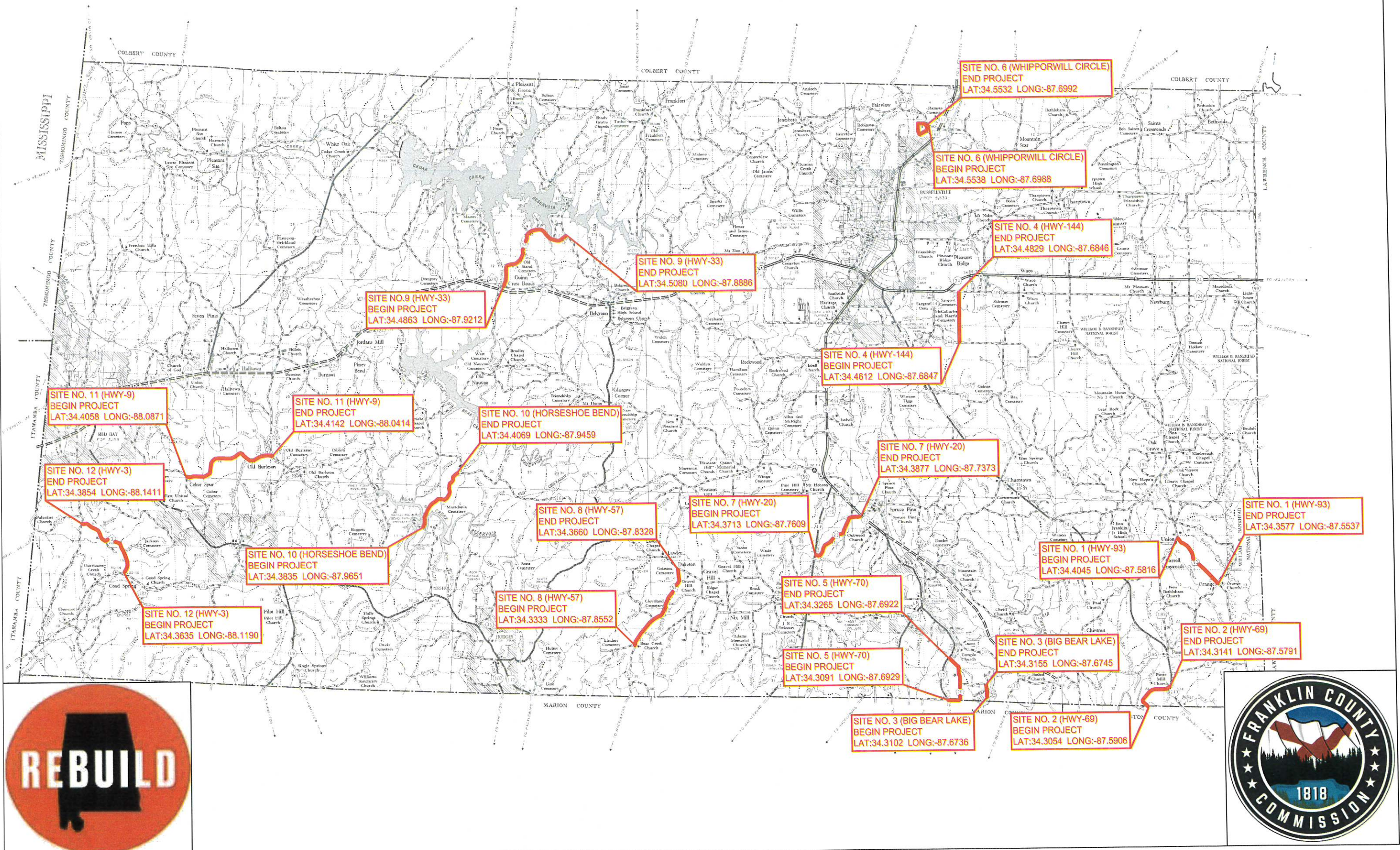
Date Amended by the Franklin County Commission: N/A

Map Index	Project No.	Road Name/Number	Begin		End		Project Details			*Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	Amount Expended exempt from Competitive and/ or Public Works Contracts	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount		
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)								Description of Work	
										Estimated Beginning Balance					\$0.00	\$200,000.00		
										Estimated Annual Revenue					\$1,000,000.00	\$400,000.00		
27-1	RA-FCP 30-01-27	Hwy 93	34.4045	-87.5816	34.3577	-87.5537	X		3.83	Surface Treatment & Traffic Stripe Hwy 93 From Hwy 34 to Hwy 81	\$289,075.00	\$72,200.00	\$216,875.00		FAEF	\$289,075.00		
27-2	RA-FCP 30-02-27	Hwy 69	34.3054	-87.5906	34.3141	-87.5791	X		1.23	Resurface & Traffic Stripe Hwy 69 From Marion County Line to AL-237	\$148,978.00	\$7,500.00	\$141,478.00		FAEF	\$148,978.00		
27-3	RA-FCP 30-03-27	Big Bear Lake Rd.	34.3102	-87.6736	34.3155	-87.6745	X		0.38	Resurface Big Bear Lake Rd. From Dead End to Kelly Rd.	\$21,540.00	\$21,540.00			CRAF	\$21,540.00		
27-4	RA-FCP 30-04-27	Hwy 144	34.4612	-87.6847	34.4829	-87.6846	X		1.50	Resurface & Traffic Stripe Hwy 144 From Hwy 244 to Hwy 724	\$151,700.00	\$7,500.00	\$144,200.00		CRAF	\$151,700.00		
27-5	RA-FCP 30-05-27	Hwy 70	34.3091	-87.6929	34.3265	-87.6922	X		1.64	Spot Leveling & Traffic Stripe Hwy 70 From AL-13 to AL-13	\$127,290.00		\$127,290.00		CRAF	\$127,290.00		
27-6	RA-FCP 30-06-27	Whipporwill Cr.	34.5538	-87.6988	34.5532	-87.6992	X		1.06	Resurface Whipporwill Cr. From Hwy 60 to Hwy 60	\$74,560.00	\$74,560.00			CRAF	\$74,560.00		
27-7	RA-FCP 30-07-27	Hwy 20	34.3713	-87.7609	34.3877	-87.7373	X		2.02	Surface Treatment Hwy 20 From US-43 to AL-13	\$113,969.00	\$18,200.00	\$95,769.00		CRAF	\$113,969.00		
27-8	RA-FCP 30-08-27	Hwy 57	34.3333	-87.8552	34.3660	-87.8328	X		2.78	Surface Treatment Hwy 57 From Chigger Hill Rd. to Gravel Hill Rd.	\$150,185.00	\$18,200.00	\$131,985.00		FAEF	\$150,185.00		
27-9	RA-FCP 30-09-27	Hwy 33	34.4863	-87.9212	34.5080	-87.8886	X		3.24	Surface Treatment & Traffic Stripe Hwy 33 From Hwy 524 to Hwy 49	\$214,105.00	\$36,400.00	\$177,705.00		CRAF	\$214,105.00		
27-10	RA-FCP 30-10-27	Horseshoe Bend Rd.	34.3835	-87.9651	34.4069	-87.9459	X		1.92	Surface Treatment Horseshoe Bend Rd. From BCDA Entrance to Hwy 16	\$61,745.00	\$61,745.00			CRAF	\$61,745.00		
27-11	RA-FCP 30-11-27	Hwy 9	34.4058	-88.0871	34.4142	-88.0414	X		2.41	Surface Treatment & Traffic Stripe Hwy 9 From Old Vina Rd. to Hwy 23	\$199,989.00	\$18,200.00	\$181,789.00		CRAF	\$199,989.00		
27-12	RA-FCP 30-12-27	Hwy 3	34.3854	-88.1411	34.3635	-88.1190	X		3.16	Spot Leveling & Traffic Stripe Hwy 3 From Hwy 23 to Hwy 11	\$98,408.00		\$98,408.00		CRAF	\$98,408.00		
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)							25.17	Total CTP Estimated Costs	\$1,651,544.00	\$336,045.00	\$1,315,499.00	\$0.00	Total CRAF/FAEF Remaining Estimated	(\$63,306.00)	\$11,762.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Any remaining balance of CRAF and FAEF will be carried over for projects in the next fiscal year's CTP.
Any estimated overruns in CRAF or FAEF funds will be covered by local funds.

FY2027 REBUILD ALABAMA PROJECT LOCATION MAP



FY 2027 Rebuild Alabama County Transportation Plan Franklin County

District 1

Road	Feet	Miles	RES	ADT Year	Current Year	ADT	Current ADT	Cost
Hwy 69	6516	1.234	8	2023	2026	540	573	\$ 148,978.00
Hwy 93	20205	3.827	36	2023	2026	348	369	\$ 289,075.00
Hwy 144	7933	1.502	142	2023	2026	981	1041	\$ 151,700.00
Big Bear Lake Rd.	2003	0.379	14	2023	2026	25	27	\$ 21,540.00
Sub-Total		6.943	200				2010	\$ 611,293.00

District 2

Road	Feet	Miles	RES	ADT Year	Current Year	ADT	Current ADT	Cost
Whipporwill Cr.	5609	1.062	29	2023	2026	287	305	\$ 74,560.00
Hwy 20	10641	2.015	17	2023	2026	106	112	\$ 113,969.00
Hwy 57	14664	2.777	9	2023	2026	110	117	\$ 150,185.00
Hwy 70	8661	1.640	12	2023	2026	156	166	\$ 127,290.00
Sub-Total		7.495	67				700	\$ 466,004.00

District 3

Road	Feet	Miles	RES	ADT Year	Current Year	ADT	Current ADT	Cost
Hwy 33	17125	3.243	12	2023	2026	66	70	\$ 214,105.00
Horseshoe Bend Rd.	10109	1.915	26	2023	2026	55	58	\$ 61,745.00
Sub-Total		5.158	38				128	\$ 275,850.00

District 4

Road	Feet	Miles	RES	ADT Year	Current Year	ADT	Current ADT	Cost
Hwy 3	12726	2.410	14	2023	2026	140	149	\$ 98,408.00
Hwy 9	16661	3.155	16	2023	2026	102	108	\$ 199,989.00
Sub-Total		5.566	30				257	\$ 298,397.00

FY2027 Totals		25.162	335				3095	\$ 1,651,544.00
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FY 2027 Rebuild Alabama County Transportation Plan **Franklin County**

District	Total Cost	Total Miles	Total Res	Total ADT
1	\$ 611,293.00	6.94	200	2010
2	\$ 466,004.00	7.50	67	700
3	\$ 275,850.00	5.16	38	128
4	\$ 298,397.00	5.57	30	257

\$ 1,651,544.00 25.16 335 3,095

FY26 Projected CRAF:	\$ 1,058,982.79	Budget FY27 CRAF:	\$ 1,000,000.00
FY26 FAEF Amt:	\$ 400,837.68	Budget FY27 FAEF:	\$ 400,000.00
		Carry Over From FY26:	\$ 200,000.00

Total Revenue: \$ 1,459,820.47 **New FY Revenue: \$ 1,600,000.00**
New FY Rev - Exp: \$ (51,544.00)

<i>Distribution</i>	<i>Gasoline</i>	<i>Diesel</i>	<i>Total</i>
<i>Month</i>	<i>Amount (\$)</i>	<i>Amount (\$)</i>	<i>Amount (\$)</i>
October-25	\$ 69,071.67	\$ 25,942.45	\$ 95,014.12
November-25	\$ 65,907.97	\$ 24,398.61	\$ 90,306.58
December-25	\$ 68,330.43	\$ 26,683.92	\$ 95,014.35
January-26	\$ 60,465.31	\$ 21,624.93	\$ 82,090.24
February-26	\$ 64,527.44	\$ 22,440.49	\$ 86,967.93
March-26	\$ 60,822.16	\$ 23,257.50	\$ 84,079.66
April-26	\$ 58,015.28	\$ 22,307.77	\$ 80,323.05
May-26	\$ 66,017.31	\$ 24,589.65	\$ 90,606.96
June-26	\$ 66,557.31	\$ 23,815.90	\$ 90,373.21
July-26	\$ 65,338.21	\$ 22,371.35	\$ 87,709.56
August-26	\$ -	\$ -	\$ -
September-26	\$ -	\$ -	\$ -

\$ 645,053.09 \$ 237,432.57 \$ 882,485.66
Current FY Projected CRAF \$ 774,063.71 \$ 284,919.08 \$ 1,058,982.79

DUMP TRUCKS

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the purchase order for \$771,400.00 For Kenworth of Huntsville for the purchase of four dump trucks in FY27.

Quote as follows:

BUYER'S ORDER

1/0/1900

BILLING/BILL TO NAME (LESSOR) CUSTOMER				PHYSICAL/DELIVERY ADDRESS (LESSEE)				
Franklin County commission				Franklin County Highway				
ADDRESS				ADDRESS				
405 N Jackson Avenue				600 Park Blvd NE				
CITY		STATE		ZIP		COUNTY		
Russellville		AL		35653		Franklin		
CONTACT		PHONE		E-MAIL		CONTACT		
Jason Baggett		256-332-8850						
ORDERED EQUIPMENT INSURANCE CO				LIENHOLDER				
INSURANCE AGENCY				ADDRESS				
AGENT/CONTACT		PHONE		E-MAIL		CITY		
						STATE		
						ZIP		
PO#		SALES TAX EXEMPTION REASON		CONTACT		PHONE		
						E-MAIL		
TO BE DELIVERED IN		STATE		COUNTY		CITY		
TO BE TITLED IN STATE OF		SALESMAN						
ORDERED EQUIPMENT	N	TBD	2027	Kenworth	T880	white	TBD	192,850.00
	N	TBD	2027	Kenworth	T880	white	TBD	192,850.00
	N	TBD	2027	Kenworth	T880	white	TBD	192,850.00
	N	TBD	2027	Kenworth	T880	white	TBD	192,850.00
ADDITIONS, ACCESSORIES OR WORK TO BE PERFORMED							TOTAL SALES PRICE	771,400.00
ACCA, trucks for March sale 2027							FET	
Havent decided on body yet							TOTAL ADDITIONAL COSTS	
							TOTAL PRICE OF ORDERED EQUIP.	771,400.00
							TOTAL TRADE-IN ALLOWANCE	
							TRADE DIFFERENCE	771,400.00
Kenworth of Huntsville, Inc. 28540 Fanning Dr. NW, Madison, AL 35756 (256)308-0162 DISCLAIMER OF WARRANTIES All warranties on this equipment are those of the manufacturers. The Dealer HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the equipment. ALL USED EQUIPMENT IS SOLD AS-IS, WHERE-IS WITH NO WARRANTY WHATSOEVER FROM THE DEALER. This disclaimer in no way affects the provisions of the manufacturers warranties. ADDITIONAL TERMS ON NEXT PAGE By signing below, the Buyer acknowledges that he/she has read all terms set forth above and on the next page of this Buyer's Order and agrees to purchase the Equipment on these terms: acknowledges that said terms constitute the entire agreement between the Buyer and the Dealer, except for any other written agreements; and acknowledges that there are							SALES TAX	
							0.0000	
							TOTAL LIEN PAYOFF(S)	
							DOCUMENTARY/SERVICE FEE	
							BALANCE	771,400.00
							NON REFUNDABLE DEPOSIT WITH ORDER	
							DOWN PAYMENT	
							REFUND TO CUSTOMER AFTER DELIVERY	
							BALANCE DUE AT DELIVERY	771,400.00
							LENDER DOCUMENTATION FEES	
INSURANCE PREMIUMS								
Buyer _____ Date <u>7/16/2026</u>							AMOUNT TO BE FINANCED	771,400.00
THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY AN AUTHORIZED MANAGER OF THE COMPANY.								
Manager _____								

[File]

REVISED 07/01/2025

1. **ARBITRATION.** Any controversy or claim arising out of or relating to this transaction or otherwise relating to any past or future transaction between Buyer or anyone claiming through Buyer and Dealer shall be submitted to arbitration in the county in which the dealership is located, in accordance with the rules of the American Arbitration Association. Any arbitration will be on an individual not a class basis. Any dispute regarding the interpretation of this agreement, including breadth, scope and arbitrability, shall be arbitrated. Judgment upon any award rendered in such proceedings may be entered in any court having jurisdiction thereof, and the parties hereto submit to the jurisdiction of all State and Federal courts having venue in the county in which the dealership is located. This provision does not apply to disputes less than \$10,000.
2. **DEFINITIONS.** As used in this "Buyer's Order", the terms (a) "Dealer" shall mean the authorized Dealer to whom this Buyer's Order is addressed, its successors and assigns, and who shall become a party hereto by its acceptance hereof, (b) "Buyer" shall mean the party executing this Buyer's Order, and (c) "Manufacturer" shall mean the division or corporation that manufactured the equipment described in this Buyer's Order, it being understood by Buyer that Dealer is in no respect the agent of Manufacturer.
3. **DOCUMENTARY/SERVICE FEES.** A document/service fee is not an official fee and is not required by law. However, it may be charged to a buyer/lessee for the handling of documents and the performing of services related to the sale or lease and may include dealer profit. This notice is required by regulation of the Mississippi Motor Vehicle Commission. This fee includes a good faith estimate of the average of the costs incident to the performance of these services and does not necessarily reflect the actual cost to the dealer. The actual costs of performing these services on any particular motor vehicle may be more or less than charged in this transaction. If the actual costs are more than charged, then such additional actual costs reduces the dealer's profits. If the actual costs are less than charged, then such amount over the actual costs incurred constitutes additional profit to the Dealer.
4. **INSURANCE.** The Dealer has an agent licensed to sell various types of insurance including, but not limited to, physical damage insurance, liability insurance, credit life insurance, accident health insurance, and others. If you purchase any insurance through the Dealer, the Dealer may receive a commission. While the financing agreement does not require physical damage insurance and sometimes liability insurance, no other insurance is required in order for the Buyer to purchase or to finance the equipment. The Buyer is free to select the insurer and/or agent of his/her choice for any such insurance.
5. **FINANCING.** Buyer is free to seek financing from any source in connection with the purchase of the equipment described herein. If Buyer so desires, Dealer can assist Buyer in attempting to obtain financing. If Buyer requests Dealer's assistance in obtaining financing, Buyer agrees to make full and truthful disclosure of all information requested in any credit application and authorizes Dealer to investigate and verify such information. Dealer makes no warranty that it can obtain financing for Buyer. If Dealer does obtain financing for Buyer, Dealer may receive a commission or a fee for placing the financing.
6. **LIMITATION OF DAMAGES.** The Dealer shall not be liable for damages due to delays caused by Manufacturer, accidents, strikes, or other causes beyond the control of the Dealer. In addition, the Dealer shall not be liable for consequential, incidental, or any other damages in any event.
7. **MANUFACTURER'S MODIFICATIONS.** Manufacturer has reserved the right to change the design, accessories and parts of any new equipment at any time without notice. Dealer reserves the same right with respect to Buyer as to any equipment which may be ordered by the Buyer from the Manufacturer. The sales price listed on this Buyer's Order is based on the Manufacturer's price to Dealer as of the execution of this Buyer's Order. Buyer agrees to bear any increase in Manufacturer's price to Dealer subsequent to the execution of this Buyer's Order.
8. **DEALER'S REMEDIES.** In the event Buyer cancels this Buyer's Order, or refuses to accept delivery of the equipment described herein, Dealer may at its election (1) retain Buyer's deposit as liquidated damages, or (2) resell the equipment and recover from Purchaser all damages suffered as a result of Buyer's default, including, without limitation, costs of collection and a reasonable attorney's fee.
9. **FURTHER ASSURANCES.** At the Buyer's cost and expense, upon request of the Dealer, the Buyer shall duly execute and deliver, or cause to be duly executed and delivered, to the Dealer such further instruments or documents and do and cause to be done such further acts as may be reasonably necessary or proper in the opinion of the Dealer to carry out more effectively the provisions and purposes of this agreement.
10. **CONDITION OF EQUIPMENT.** New equipment may have suffered damage, and/or may have had mechanical repairs performed, either prior to or after delivery to the Dealer by the manufacturer. Used equipment may have undisclosed mechanical or body repairs and/or may have been involved in accidents. The Dealer makes no representations or warranties as to any such damages or repairs.
11. **DEALER ASSISTANCE.** If at any time Dealer shall render assistance of any kind in operating or repairing the equipment, or remedying any defects, the rendering of such assistance shall not under any circumstances be deemed an admission or acknowledgment by Dealer of the existence of any warranty under which Dealer has any obligation or responsibility to Buyer.
12. **CHANGES IN APPLICABLE TAXES.** Buyer agrees to pay all taxes, impositions or charges owed to any governmental body or entity under applicable law arising from Buyer's purchase of the equipment described in this Buyer's Order. Prices set forth herein include taxes, impositions or charges in effect to the best of Dealer's knowledge as of the execution of this Buyer's Order. Buyer agrees to bear any additional taxes, impositions or charges in effect at the time of delivery. Furthermore, Buyer agrees to reimburse Dealer for any taxes, impositions or charges owed that Dealer fails to collect from Buyer at the time of delivery.
13. **DEALER ODOMETER DISCLAIMER.** Unless otherwise required by law, Dealer makes no representations or warranties, express or implied, that odometer readings on used vehicles reflect the actual mileage traveled by said vehicles.
14. **DEALER'S RESERVATION OF RIGHTS PENDING RECEIPT OF FULL PAYMENT.** Regardless of the method of payment, until the full purchase price for the equipment described in this Buyer's Order is received by Dealer, Dealer shall reserve title to said equipment and shall have a security interest therein and in the proceeds thereof to secure the payment of the purchase price, plus interest and all costs of collection, including a reasonable attorney's fee. In the event Dealer deems itself

1. The equipment traded in by Buyer to Dealer is to be delivered in substantially the same condition and with the same accessories and equipment as when it was appraised. If any substantial change has occurred, or more than 30 days has elapsed since the original appraisal, the equipment will be reappraised and the trade-in price modified in accordance with the reappraised value of the equipment.
2. Buyer assumes responsibility for any lien payoff quotation error on the equipment to be traded in.
3. Buyer agrees to deliver to Dealer the certificate of title, tag receipt and road use tax form 2290 (with proof of payment) to any equipment to be traded in. Buyer agrees to pay any and all taxes owed on said equipment at the time of trade in. Buyer represents and warrants that he/she/it is the rightful owner and possessor of the equipment to be traded in, and that said equipment is free and clear of all liens, encumbrances and claims of any kind or nature, except as noted below.

TRADE-INS	Make	Model	Year	Color	MPG	MSRP	Trade-In Price
TOTAL ALLOWANCE FOR TRADES							
LIEN PAYOFFS	Make	Model	Year	Color	MPG	MSRP	Payoff Amount
TOTAL LIEN PAYOFFS							



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

Page 1 of 3

07/28/2026 11:07 AM

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: ACCA OPTION B
Customer: 37588
Franklin County

Taken By: Shannon Johnson

Phone:

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA10104065		7/28/2026	8/4/2026	CHRIS BIBLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00		MABSP87-1506-2122YD-74133-62/62/68-BLK-T	31,601.20	31,601.20
		2794894			



Ox Bodies | Crystal | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

Page 2 of 3

07/28/2026 11:07 AM

Yardage 21/22

BASE OPTIONS:

Body Style: ~~STAMPEDE~~
Body ID: 87
Body Length: 16
Hoist Model: 74133
Frame Style: STANDARD 2x8 RT
Front Style: STRAIGHT
Rear Style: STRAIGHT
Front Height: 62
Side Height Front: 62
Side Height Rear: 62
Rear Height: 68
Side Material: PLATE-1/4-AR450
Front Material: PLATE-1/4-AR450
Tailgate Material: SHEET-3/16-AR450
Floor Material: PLATE-1/4-AR450
Skirt Material: SHEET-7GA-A36
Cabshield Style: STANDARD
Cabshield Projection: 42
Cabshield Width: 87
Tarp Style: MOUNTAIN
Tailgate Type: ~~AIR-HIGH LIFT~~
Coal Chute: NONE
Tailgate Bracing Style: OUTER FRAME ONLY w/FORMED PANEL
Side Top Rail Style: 4x4x.250 DIAMOND
Dump Apron: HEAVY DUTY
Dump Apron Size: 8
Side Light Cutouts: LOWER - FRONT
Metro Light Quantity: 1
Board Holder Height: NO BOARD HOLDERS

PAINT OPTIONS:

Paint Color: ~~BLACK~~

INSTALL OPTIONS:

Rear Hinge: REMOVABLE PIN
Hydraulic Cylinder: 74133 (STD)
Hydraulic Reservoir: NESTLED PYRAMID FLAT BOTTOM STD
Power Take Off: ALLISON 4500 - INSTALL PTO
Hydraulic Pump: AS/AUTO G102-D1-2.0(073)C/W ROT
In-Cab Controls: OX CONTROL TOWER w/ AIR LEVER
Mud Flaps: 30 INCH OX MUD FLAPS
Gravel Guards: STEEL-STAM
Reversing Alarm: YES
Body Prop: ONE
Tailgate Closing Operation: TAILGATE KIT AIR
Exhaust Turnout: 5 INCH
Hi-Lift Tailgate Kit: YES
Dump Body Vibrator: ~~VIBRATOR KIT STAMPEDE/CHISHOLM~~
Decals: STAMPEDE OX LOGOS
Cab Shield Lights: LTS KIT C/S 2 C/M
Side Lights: LTS KIT SIDE LWR FRT C/M - SP&CH 14.5 TO 16FT
Rear Lights: LTS KIT REAR 1SET MET

CAB HEIGHT....TBD

BILL TRUCKWORX FOR THE NARROW & CENTER CAB SHIELD



Ox Bodies | Crysteel | DuraGlass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

Page 3 of 3
07/28/2026 11:07 AM

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: ACCA OPTION B
Customer: 37588
Franklin County

Phone:

Fax:

Taken By: Shannon Johnson

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA10104065		7/28/2026	8/4/2026	CHRIS BIBLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00		TARP ELEC-MOUNTAIN-10-16FT-MSH-N/FL-INST	1,341.36	1,341.36
		2262589			
EA	1.00		HITCH/SPREADER-45T-W/GLADS-7WAY-I	1,625.00	1,625.00
		2428297			

Gross Sales:	34,567.56
Order Disc	0.00
Sale Amount:	34,567.56
Freight:	500.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	35,067.56

SHERIFF OFFICE

RESIGNATION 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 the resignation of Corrections Officer/ Dispatcher, Seth Ables.

ADVERTISE FOR CORRECTIONS OFFICER/ DISPATCHER

It is on motion of Mr. Greg Hovater, second by Mr. Grayson 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

July 27, 2026

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

Re: Seth Ables

Commissioners,

I am accepting Seth Ables resignation effective July 14, 2026. I am requesting that you advertise for a Correction/ Dispatcher position as soon as possible.

Sincerely,


Shannon Oliver
Sheriff

To Felisha:

First I just wanna say thank you and the Jail for everything yall have done for me! Yall have treated with respect and class and have always kept me accountable. I'm thankful that I've been able to work here for how long I've been here. I'm writing this to let you know that my final day will be 7/14/2026. Thank you for giving me an opportunity! I love yall and I'll miss yall!

Seth Allen

BID INMATE MEDICAL SERVICES

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve to send out Inmate Medical Services bid, sealed bids will be opened, September 4, 2026, at 4:00 PM

SURPLUS PROPERTY

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to declare a 2015 Chevrolet Silverado, surplus property and list it on GovDeals.com

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

8/14/2026

I would like to declare the following vehicle as surplus and list on Govdeals.com for auction: 2015 Chevrolet Silverado (3GCUKREC8FG229503) with approximately 144,000 miles.


Sheriff Shannon Oliver

HIRE PART TIME CORRECTION OFFICER/ DISPATCHER

It is on motion of Mr. Grayson Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to hire, Amara Qualls, effective August 12, 2026, as temporary Corrections Officer/ Dispatcher.

Letter as follows:



FRANKLIN COUNTY SHERIFF'S OFFICE

746 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

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

August 12, 2026

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

Re: Amara Qualls

Commissioners,

I am hiring, Amara Qualls as full time tempary Correction Officer/ Dispatcher. Effective August 12, 2026.

Sincerely,

Shannon Oliver
Sheriff

E911 BOARD APPOINTMENT

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve to re-appoint, Doug Hatton, to the E911 Board of Directors.

Letter as follows:

Honorable Barry Moore
and Franklin County Commission Members

July 25, 2026

Dear Judge Moore

Thank you and the members of the Commission for allowing me to serve as a member of the Franklin County 911 Board of Directors. My term expires in September 2026 and I would like to continue serving as a board member. I request that you and the Commission consider me for reappointment.

Sincerely

A handwritten signature in black ink, appearing to read "Douglas Hatton", written over the printed name.

Douglas Hatton

911 Board Member
256-436-8536

FY27 DEPT OF YOUTH SERVICES

It is on motion of Mr. Joseph Baldwin, second by Mr. Grayson Murray, unanimously ordered, adjudged and decreed by the Board to approve FY27 Department of Youth Services Grant Agreement.

Agreement as follows:

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year ~~2025~~ - 2026

2026 - 2027

The Alabama Department of Youth Services hereby awards to

Franklin County Commission

(Fiscal Agent, hereinafter called Recipient)

the amount of One hundred fifty-seven thousand six hundred ninety-seven and no/100 dollars
(\$157,697.00).

These funds shall be used for residential diversion services for *Franklin, Colbert and Lauderdale County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Franklin County Juvenile Court (FCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that the program will provide diversion services to 75 youth annually with an ongoing capacity of 16 to 14 youth. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Attention Homes of Northwest Alabama, Inc. provides a stable home-like environment for youth referred by juvenile court, while enabling them to become responsible and productive future citizens. Youth learn daily living skills, appropriate behaviors, the acceptance of choices and consequences, and acknowledgement of their role in their offense. The length of stay varies, depending on the individual case plan as determined by the juvenile court judge and court staff. Each youth takes an active role in determining the actual length of stay by following the behavior therapy model introduced at admission.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males or Females between the ages of 12 – 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the *Franklin County Juvenile Court (FCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within the quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the *FCJC* and DYS acknowledge that this Award may be terminated at will by the *FCJC* or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

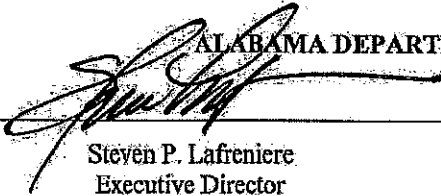
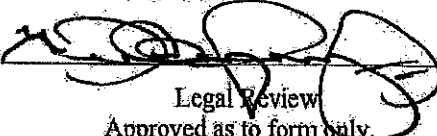
The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

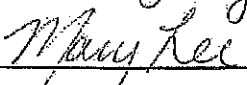
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY:  BY: 
Steven P. Lafreniere Legal Review
Executive Director Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 14th day of July, 2025.

BY:  BY: 
Diversion Program Director / Agent Franklin County Commission

FY27 LONG TERM DETENTION SUBSIDY CONTRACT

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve FY27 Long Term Detention Subsidy Contract.

Contract as follows:

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between Franklin County (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

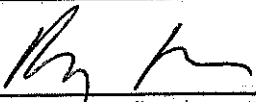
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2026 through September 30, 2027, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made pursuant to paragraph 2 of this agreement.
7. The distribution, expenditure, or application of payments made on behalf of the county pursuant to paragraph 3 of this agreement shall be at the sole discretion of County.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Tennessee Valley Juvenile Detention Center



Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

FY27 COMMUNITY CORRECTIONS CONTRACT

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve FY27 Community Corrections Contract.

Contract as follows:

FRANKLIN COUNTY

CONTRACT

This Agreement, made this the 17th day of August 2026,
between Franklin County Commission, hereinafter referred to as "Commission" and
Franklin County Community Corrections, Inc., a Community Punishment and Corrections
Authority of the 34th Judicial Circuit, hereinafter referred to as "FCCC, Inc."

WITNESSETH

The Commission and FCCC, Inc. agree as follows:

ARTICLE I:

The Commission will provide services to FCCC, Inc., to include three (3) full-time employees. Additional employees may be hired with a maximum number of six (6) employees. These employees will be treated as employees of the Franklin County Commission for payroll purposes only. This agreement will be modified upon the addition of each employee to reflect reimbursement of the salaries and benefits of the employees hired. FCCC, Inc. acknowledges that the employees will be available only so long as FCCC, Inc. reimburses the County for the expenses associated with such employees. It is expressly agreed and understood that any employees hired by the Franklin County Commission under the FCCC, Inc. grant acknowledges and understands that they will be terminated upon the end of the grant funding and that they have not obtained a permanent position with the Franklin County Commission as an employee. In the event that this contract is terminated for any reason, any accumulated annual leave/sick leave/benefits shall be the responsibility of FCCC, Inc.

Additionally, the Commission agrees to provide office space sufficient for the employees assigned to FCCC, Inc. Said offices shall be located at the Franklin County Courthouse. FCCC, Inc. agrees to pay \$1.00 per year as their share of rent and utilities and other good and valuable consideration for the use of said space.

ARTICLE II:

The term of the Contract shall be for a period of one (1) year commencing on October 1, 2026. At the expiration of the initial term hereof, FCCC, Inc. has complied with all the terms and conditions hereof, this Contract is subject to renewal for an additional term of one (1) year on the same terms and conditions contained herein, excluding the yearly consideration and/or monthly installment amount, which shall be re-negotiated at that time. Either party hereto can terminate this contract during the initial term hereunder by giving the other party thirty (30) days written notice to terminate by certified mail, return receipt requested.

ARTICLE III:

FCCC, Inc. will pay to Commission a sum as determined by the parties per year for the services referred to in ARTICLE I above which shall be adjusted upon additional employees being hired. Said sum shall be payable in quarterly installments with the first quarterly installment due and payable on or before the 31st day of January, 2027, and a like sum on the same day each quarter for the term(s) set forth herein. Quarterly payment adjustments will be made with the hiring of additional employees.

ARTICLE IV:

Both parties will strive to provide good service to the people of Franklin County, Alabama; however, both parties agree that the Commission shall not be liable for any actions or lack thereof by FCCC, Inc. FCCC, Inc. will keep in effect and provide proof of an insurance policy for coverage of their action and furthermore agrees to hold the Franklin County Commission harmless for any action or inaction taken by the FCCC, Inc. in its official capacity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date above written.

WITNESSES:

Leah Mansell

FRANKLIN COUNTY COMMISSION:

BY: [Signature]
It's Chairman

[Signature]

FRANKLIN COUNTY COMMUNITY
CORRECTIONS, INC.

BY: Shannon Olier
It's Chairman

FY27 SOIL AND WATER CONTRACT

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve FY27 Soil and Water Contract.

Contract as follows:

STATE OF ALABAMA

FRANKLIN COUNTY

CONTRACT

This Agreement, made this the 17th day of August 2026,
between Franklin County Commission, hereinafter referred to as "Commission" and
Franklin County Soil and Water Conservation District, hereinafter referred to as "FCSW."

WITNESSETH

The Commission and FCSW agree as follows:

ARTICLE I:

The Commission will provide services to FCSW, to include one (1) full-time employee. This employee will be treated as an employee of the Franklin County Commission for payroll purposes only. This agreement will be modified if there is an addition of employee(s) to reflect reimbursement of the salaries and benefits of the employees hired. FCSW acknowledges that the employee(s) will be available only so long as FCSW reimburses the County for the expenses associated with such employee(s). It is expressly agreed and understood that any employee(s) hired by the Franklin County Commission under the FCSW grant acknowledges and understands that they will be terminated upon the end of the grant funding and that they have not obtained a permanent position with the Franklin County Commission as an employee. In the event that this contract is terminated for any reason, any accumulated annual leave/sick leave/benefits shall be the responsibility of FCSW.

ARTICLE II:

The term of the Contract shall be for a period of one (1) year commencing on October 1, 2026. At the expiration of the initial term hereof, FCSW has complied with all the terms and conditions hereof, this Contract is subject to renewal for an additional term of one (1) year on the same terms and conditions contained herein, excluding the yearly consideration and/or monthly installment amount, which shall be re-negotiated at that time. Either party hereto can terminate this contract during the initial term hereunder by giving the other party thirty (30) days written notice to terminate by certified mail, return receipt requested.

ARTICLE III:

FCSW will pay to Commission a sum as determined by the parties per year for the services referred to in ARTICLE I above which shall be adjusted upon additional employees being hired. Said sum shall be payable in quarterly installments with the first quarterly installment due and payable on or before the 31st day of January 2027, and a like sum on the same day each quarter for the term(s) set forth herein. Quarterly payment adjustments will be made with the hiring of additional employees.

ARTICLE IV:

Both parties will strive to provide good service to the people of Franklin County, Alabama; however, both parties agree that the Commission shall not be liable for any actions or lack thereof by FCSW. FCSW will keep in effect and provide proof of an insurance policy for coverage of their action and furthermore agrees to hold the Franklin County Commission harmless for any action or inaction taken by the FCSW in its official capacity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date above written.

WITNESSES:

Liah Manell

FRANKLIN COUNTY COMMISSION:

BY: Ben M
It's Chairman

FRANKLIN COUNTY SOIL AND WATER:

BRhea

BY: J. Murphy
It's Chairman

FY27 MENTAL HEALTH OFFICER AGREEMENT

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve FY27 Mental Health Officer Agreement.

Agreement as follows:



Franklin County Commission

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

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

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

August 17, 2026

I, Probate Judge Barry Moore, enter into a contractual agreement with Sheriff Shannon Oliver for Mental Health Officer services as done by **Chase White, Kyle Palmer, Randall Vandiver, and Jaret Yancey** for Franklin County. This contract is effective from October 1, 2026, until September 30, 2027. The \$10,000 fee will be deposited into the overtime line item in the Sheriff's Office budget.

Sincerely,

Barry Moore, Probate Judge and Chairman
Franklin County Commission

Shannon Oliver, Sheriff
Franklin County

FY27 DISTRICT ATTORNEY WORTHLESS CHECK AGREEMENT

It is on motion of Mr. Grayson Murray, second by Mr. Greg Hovater n, unanimously ordered, adjudged and decreed by the Board to approve FY27 District Attorney- Worthless Check Agreement.

Agreement as follows:

STATE OF ALABAMA

FRANKLIN COUNTY

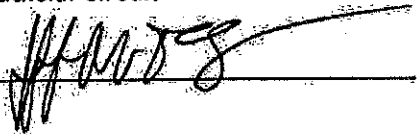
AGREEMENT

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 the Franklin County Commission \$1,000.00 per year as an administrative fee for keeping the books for the District Attorney's Worthless Check Unit.
2. The Franklin County Commission agrees to keep the books for the District Attorney's Worthless Check Unit and to waive the arrest fee to the District Attorney to defray the expense of the Worthless Check Program.
3. Effective October 1, 2026, through September 30, 2027.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES MADE
HEREIN, we do hereunto set our hands and seals on 17th day of September 2026.

District Attorney
34th Judicial Circuit

A handwritten signature in black ink, appearing to be "J. M. D. S.", written over a horizontal line.

Chairman, Franklin County Commission

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

FY27 DISTRICT ATTORNEY PRE-TRIAL DIVERSION AGREEMENT

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the Board to approve FY27 District Attorney- Pre-Trial Diversion Agreement.

Agreement as follows:

STATE OF ALABAMA

FRANKLIN COUNTY

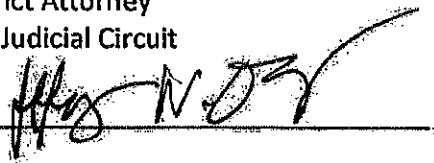
AGREEMENT

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:

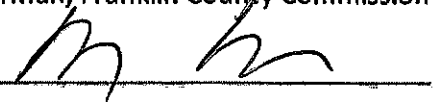
1. The District Attorney agrees to pay the Franklin County Commission \$1,000.00 per year as an administrative fee for keeping the books for the District Attorney's Pre-Trial Diversion Fund.
2. Effective October 1, 2026, through September 30, 2027.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, we do hereunto set our hands and seals on 17th day of August 2026.

District Attorney
34th Judicial Circuit



Chairman, Franklin County Commission



AD VALOREM SCHOOL TAX RENEWAL ELECTION

RESOLUTION

Chairman Moore explained these resolutions are to call for elections to continue the current taxes that are taken out for our schools. This was started back in 1997. These resolutions do not ask for more money or ask for the taxes to be raised; it is just a continuation.

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve Resolution calling an Election to renew and continue the 5.5 Mill Countywide Ad Valorem School Tax.

Resolution as follows:

**A RESOLUTION CALLING FOR A SPECIAL ELECTION FOR
RENEWAL AND CONTINUATION OF A 5.5 MILL COUNTYWIDE
AD VALOREM SCHOOL TAX IN FRANKLIN COUNTY**

BE IT RESOLVED, ORDERED AND DECREED by the Franklin County Commission (the "**Commission**") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares that there has been filed with the Commission a petition in writing signed by 200 or more qualified electors of the County which petition (except for the signatures) is in words and figures as follows:

TO THE COUNTY COMMISSION OF FRANKLIN COUNTY, ALABAMA:

We, the undersigned qualified electors of Franklin County, Alabama, hereby petition and request that you call and cause to be held a special election at the several regularly established voting places in the said County on November 3, 2026, between the legal hours for holding elections, for the purpose of submitting to the electors of the said County the question of whether it shall be authorized to renew and continue the annual levy, for a period of thirty (30) consecutive years commencing with the levy for the tax year that will begin on October 1, 2027 (for which tax year taxes will become due and payable on October 1, 2028), of a special ad valorem tax for public school purposes in said County at the rate of 5.5 mills on each dollar (or \$.55 on each \$100) of the assessed value of taxable property in said County, being the tax authorized and provided for in Section 269.01 of the Constitution of Alabama of 2022 and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution; it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax, as last voted in the County on May 20, 1997, and shall not constitute an increase in the rate of taxation presently authorized in the County.

(HERE FOLLOW THE SIGNATURES OF MORE THAN 200 QUALIFIED ELECTORS OF THE COUNTY)

(End of Petition)

The Commission has caused the signatures that were signed to the said petition to be carefully checked as to their authenticity and the names of the signers of the said petition to be checked against the roll of the qualified electors of Franklin County and the Commission has determined that the said petition was signed by more than 200 persons who are duly qualified electors of the County.

(b) The Commission hereby further finds, determines and declares that said petition complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975.

Section 2. Call of Election. An election shall be and hereby is called to be held in the County on November 3, 2026, between the legal hours for holding elections and at the regular voting places in the County, for the purpose of submitting to the electors of the County the question of whether it shall be authorized to renew and continue the annual levy, for a period of thirty (30)

consecutive years beginning with the levy for the tax year that will begin on October 1, 2027 (for which tax year taxes will become due and payable on October 1, 2028), of a special ad valorem tax for public school purposes in the County at the rate of 5.5 mills on each dollar (or \$.55 on each \$100) of the assessed value of taxable property in said County, being the tax that was originally authorized and provided for in Section 269.01 of the Constitution of Alabama of 2022, and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution; it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the County.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the County except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of the said election in the manner prescribed by law, by publication in the *Franklin County Times*, a newspaper published and having general circulation in the County, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the election. The said notice to be so published shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR
RENEWAL AND CONTINUATION OF THE
LEVY OF THE 5.5 MILL COUNTYWIDE
SCHOOL TAX IN FRANKLIN COUNTY

(Section 269.01, Constitution of Alabama of 2022)

Notice is hereby given that the Franklin County Commission has called and ordered a special election to be held in Franklin County on November 3, 2026, at which there will be submitted to the qualified electors of said County, for their determination by ballot, the question of whether the said County shall be authorized to levy annually, for a period of thirty (30) consecutive years, commencing with the levy for the tax year that will begin on October 1, 2027 (for which tax year taxes will become due and payable on October 1, 2028), for public school purposes in said County, a special property or ad valorem tax at the rate of fifty-five cents on each hundred dollars (equal to 5.5 mills on each dollar) of the assessed valuation of the taxable property in the said County. If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the County but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the County, the said tax having been heretofore authorized at a special election held in the County on May 20, 1997.

The said election will be held at the regularly established voting places in said County between the legal hours for holding elections.

Sheriff of Franklin County, Alabama

Section 5. Form of Ballot. The form of the official ballot to be used at the said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

FRANKLIN COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL
AND CONTINUATION OF LEVY OF THE
5.5 MILL COUNTYWIDE SCHOOL TAX

(Section 269.01, Constitution of Alabama of 2022)

November 3, 2026

Shall the governing body of Franklin County, Alabama, be authorized to levy annually, for a period of thirty (30) consecutive years, commencing with the levy for the tax year that began on October 1, 2027 (for which tax year taxes will become due and payable on October 1, 2028), for public school purposes in said county, a special property tax at the rate of fifty-five cents on each one hundred dollars (equal to 5.5 mills on each dollar) of the assessed value of the taxable property in said county, which special tax shall be in renewal and continuation of the special tax at the same rate and for the same purpose that is now being levied in the said county?

() FOR proposed taxation

() AGAINST proposed taxation

The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Election Officers. The special election to be held in the County on November 3, 2026, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

RESOLUTION

It is on motion of Mr. Grayson Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve Resolution calling an election to renew and continue the 4.5 Mill District Ad Valorem School Tax- County District.

Resolution as follows:

**A RESOLUTION CALLING FOR A SPECIAL ELECTION FOR
RENEWAL AND CONTINUATION OF A 4.5 MILL DISTRICT AD
VALOREM SCHOOL TAX IN THE FRANKLIN COUNTY
SCHOOL DISTRICT**

BE IT RESOLVED, ORDERED AND DECREED by the Franklin County Commission (the "**Commission**") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares that there has been filed with the Commission a written request from the Franklin County Board of Education (the "**Board**"), in substantially the form attached as Exhibit A hereto, that the County call a special election in the Franklin County School District in Franklin County, Alabama, as described in the said resolution (the "**County District**"), on November 3, 2026, for renewal and continuation of the 4.5 mill ad valorem school tax presently levied in the said district.

(b) The Commission hereby further finds, determines and declares that said request complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, and that the findings set out in Section 1 of the resolution adopted by the Board are true and correct.

Section 2. Call of Election. An election shall be and hereby is called to be held in the County District on November 3, 2026, between the legal hours for holding elections and at the regular voting places in the County District, for the purpose of submitting to the electors of the County District the question of whether the County shall be authorized to renew and continue the annual levy, for a period of thirty (30) consecutive years beginning with the levy for the tax year that will begin on October 1, 2027 (for which tax year taxes will become due and payable on October 1, 2028), a special ad valorem tax for public school purposes in the County District at the rate of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of the taxable property in the County District, being the tax that was originally authorized and provided for in Section 269.02 of the Constitution of Alabama of 2022, and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution; it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the County District.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the County District except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law, by publication in the *Franklin County Times*, a newspaper published in the County and having general circulation in the County District, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the date of the said election, and also by posting a written notice of said election at three public places within the County District, each of which shall be posted not less than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR
RENEWAL AND CONTINUATION OF THE LEVY
OF A 4.5 MILL DISTRICT SCHOOL TAX IN
THE FRANKLIN COUNTY SCHOOL DISTRICT

(Section 269.02, Constitution of Alabama of 2022)

Notice is hereby given that the Franklin County Commission has called and ordered a special election to be held in the Franklin County School District on November 3, 2026, at which there will be submitted to the qualified electors of said district, for their determination by ballot, the question of whether a special district tax of forty-five cents on each one hundred dollars (equal to 4.5 mills on each dollar) of the assessed value of the taxable property located within the said school district shall be levied for public school purposes for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which first tax year the tax will become due and payable on October 1, 2028). If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the said district but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the said district, the said tax having been heretofore authorized at a special election held in the said district on August 26, 1997.

The boundaries of the Franklin County School District include all property lying in Franklin County less and except property situated within the corporate limits of the City of Russellville.

The said election will be held at the voting places regularly established for County elections in the County School District between the legal hours for holding elections.

Sheriff of Franklin County, Alabama

Section 5. Form of Ballot. The form of official ballot to be used at said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

FRANKLIN COUNTY SCHOOL DISTRICT
FRANKLIN COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL AND
CONTINUATION OF THE LEVY OF
A 4.5 MILL SCHOOL TAX

(Section 269.02, Constitution of Alabama of 2022)

November 3, 2026

Shall the governing body of Franklin County, Alabama, be authorized to levy annually, for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which tax year the tax will become due and payable on October 1, 2028), a special district tax of forty-five cents on each one hundred dollars (equal to 4.5 mills on each dollar) of the assessed value of the taxable property located within the Franklin County School District in said county for public school purposes, which special district tax shall be in renewal and continuation of the special district tax at the same rate and for the same purpose that is now being levied in the said district?

() FOR proposed taxation

() AGAINST proposed taxation

The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the County District on November 3, 2026, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.



Franklin County Schools

Board of Education

P.O. Box 610 - 500 Coffee Avenue NE, Russellville, AL 35653 PHONE: 256-332-1360 FAX: 256-331-0069
www.franklin.k12.al.us

"Preparing our Students for the Future"

August 3, 2026

TO THE COUNTY COMMISSION OF FRANKLIN COUNTY, ALABAMA:

We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Franklin County Board of Education at a meeting thereof duly convened and held on July 21, 2026. You are hereby requested to call and cause to be held on November 3, 2026, in the Franklin County School District in Franklin County, Alabama, a special election as set forth in the said resolution. The boundaries of the Franklin County School District include all property lying in Franklin County less and except property that is within the corporate limits of the City of Russellville.

Yours very truly,

FRANKLIN COUNTY BOARD OF EDUCATION

By Greg Hamilton
Its Superintendent and *ex officio* Secretary

BE IT RESOLVED by the Franklin County Board of Education (the "**Board**"), in the State of Alabama, as follows:

Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:

(a) Franklin County (the "**County**") is authorized to levy and presently levies a special district tax for public school purposes at a rate not exceeding forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of taxable property in the special school district in the County known as the Franklin County School District (the "**County District**") and consisting of all the area lying within the County less and except property that is situated within the corporate limits of the City of Russellville, herein referred to as the "Special Tax" and being the tax authorized and provided for in Section 269.02 of the Constitution of Alabama of 2022, and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution.

(b) Pursuant to authority set forth in section 16-13-191 of the Code of Alabama 1975, as amended, and as it relates to the Special Tax, the boundaries of the County District are to be coterminous with those of the County less and except property that is situated within the corporate limits of the City of Russellville. All the area lying within the County District is subject to the jurisdiction and control of the Board.

(c) The Board has determined that it is necessary and desirable that the levy of the Special Tax at the rate of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of taxable property in the County District be renewed and continued.

Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Franklin County Commission to call an election to be held on November 3, 2026, in the County District to determine whether or not a special district tax of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of the property subject to taxation in the County District shall be levied annually for public school purposes within the County District for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which tax year the tax will become due and payable on October 1, 2028). If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the County District but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the County District, the said tax having been heretofore authorized at a special election held in the County District on August 26, 1997.

Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Franklin County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution.

I, GREG HAMILTON, as Superintendent of Education and *ex officio* Secretary of the FRANKLIN COUNTY BOARD OF EDUCATION, in the State of Alabama, hereby certify that the attached resolution constitutes a true, correct and complete copy of the resolution of the Franklin County Board of Education duly adopted by the said board on July 21, 2026, as the same appears in the official records of the said board.

WITNESS my signature as Superintendent of Education and *ex officio* Secretary of the said board, under its seal, this 21st day of July, 2026.



Superintendent of Education and *ex officio*
Secretary
FRANKLIN COUNTY BOARD OF EDUCATION

[SEAL]

AGENDA
FRANKLIN COUNTY BOARD OF EDUCATION
BOARD MEETING
JULY 21, 2026
IMMEDIATELY AFTER 4:00 P.M. WORK SESSION

1. Call to Order
2. Prayer
3. Pledge of Allegiance
4. Approve Agenda
5. Approve Minutes of the June 9, 2026 Board Meeting
6. Accept payment of bills for the period of June 4, 2026 through July 14, 2026
7. Approve Financial Report, Bank Statement and Reconciliation for May 2026
8. State Examiner of Public Accounts, FY25 Annual Report
9. Superintendent's Report
 - a. Attorney
 - b. Financial
10. Approve the Resolution to request the Franklin County Commission to call an election to be held on November 3, 2026 to renew and continue a special district tax of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of the property subject to taxation in the County District to be levied annually for public school purposes within the County District for a period of thirty (30) consecutive years.
11. Approve Phillip Willingham as Contracted Certified Driver's Education Teacher at Phil Campbell High School and Franklin County Career Tech Center
12. Approve mileage rate reimbursement paid to individuals traveling in privately owned vehicles on official business from 72.5 cents to 76 cents per mile effective immediately
13. Personnel:
(See List)
14. Other Business:
 - A.
 - B.

15. Next Board Meeting – **Tuesday, August 4, 2026 immediately following the 4:00 P.M.
Work Session**

16. Adjourn

RESOLUTION

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve Resolution calling an Election to renew and continue the 4.5 Mill District Ad Valorem School Tax- City District.

Resolution as follows:

**A RESOLUTION CALLING FOR A SPECIAL ELECTION FOR
RENEWAL AND CONTINUATION OF A 4.5 MILL DISTRICT AD
VALOREM SCHOOL TAX IN THE RUSSELLVILLE CITY
SCHOOL DISTRICT**

BE IT RESOLVED, ORDERED AND DECREED by the Franklin County Commission (the "**Commission**") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares that there has been filed with the Commission a written request from the Russellville City Board of Education (the "**Board**"), in substantially the form attached as Exhibit A hereto, that the County call a special election in the Russellville City School District in Franklin County, Alabama, as described in the said resolution (the "**City District**"), on November 3, 2026, for renewal and continuation of the 4.5 mill ad valorem school tax presently levied in the said district.

(b) The Commission hereby further finds, determines and declares that said request complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, and that the findings set out in Section 1 of the resolution adopted by the Board are true and correct.

Section 2. Call of Election. An election shall be and hereby is called to be held in the City District on November 3, 2026, between the legal hours for holding elections and at the regular voting places in the City District, for the purpose of submitting to the electors of the City District the question of whether the County shall be authorized to renew and continue the annual levy, for a period of thirty (30) consecutive years beginning with the levy for the tax year that will begin on October 1, 2027 (for which tax year taxes will become due and payable on October 1, 2028), a special ad valorem tax for public school purposes in the City District at the rate of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of the taxable property in the City District, being the tax that was originally authorized and provided for in Section 269.02 of the Constitution of Alabama of 2022, and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution; it being intended that the said special tax to be voted on at the said election shall constitute a renewal and continuation of the said tax and shall not constitute an increase in the rate of taxation presently authorized in the City District.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the City District except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law, by publication in the *Franklin County Times*, a newspaper published in the County and having general circulation in the City District, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the date of the said election, and also by posting a written notice of said election at three public places within the City District, each of which shall be posted not less than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR
RENEWAL AND CONTINUATION OF THE LEVY
OF A 4.5 MILL DISTRICT SCHOOL TAX IN
THE RUSSELLVILLE CITY SCHOOL DISTRICT

(Section 269.02, Constitution of Alabama of 2022)

Notice is hereby given that the Franklin County Commission has called and ordered a special election to be held in the Russellville City School District on November 3, 2026, at which there will be submitted to the qualified electors of said district, for their determination by ballot, the question of whether a special district tax of forty-five cents on each one hundred dollars (equal to 4.5 mills on each dollar) of the assessed value of the taxable property located within the said school district shall be levied for public school purposes for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which first tax year the tax will become due and payable on October 1, 2028). If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the said district but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the said district, the said tax having been heretofore authorized at a special election held in the said district on August 26, 1997.

The boundaries of the Russellville City School District include all property lying in Franklin County that is within the corporate limits of the City of Russellville.

The said election will be held at the voting places regularly established for County elections in the County School District between the legal hours for holding elections.

Sheriff of Franklin County, Alabama

Section 5. Form of Ballot. The form of official ballot to be used at said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

RUSSELLVILLE CITY SCHOOL DISTRICT
FRANKLIN COUNTY, ALABAMA

SPECIAL ELECTION FOR RENEWAL AND
CONTINUATION OF THE LEVY OF
A 4.5 MILL SCHOOL TAX

(Section 269.02, Constitution of Alabama of 2022)

November 3, 2026

Shall the governing body of Franklin County, Alabama, be authorized to levy annually, for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which tax year the tax will become due and payable on October 1, 2028), a special district tax of forty-five cents on each one hundred dollars (equal to 4.5 mills on each dollar) of the assessed value of the taxable property located within the Russellville City School District in said county for public school purposes, which special district tax shall be in renewal and continuation of the special district tax at the same rate and for the same purpose that is now being levied in the said district?

() FOR proposed taxation

() AGAINST proposed taxation

The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the City District on November 3, 2026, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Exhibit A

Form of Resolution of the Russellville City Board of Education

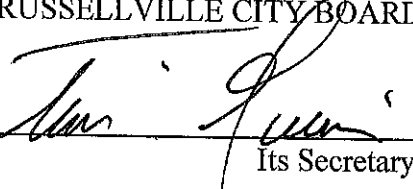
TO THE COUNTY COMMISSION OF FRANKLIN COUNTY, ALABAMA:

We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Russellville City Board of Education at a meeting thereof duly convened and held on July 21, 2026. You are hereby requested to call and cause to be held on November 3, 2026, in the Russellville City School District in Franklin County, Alabama, a special election as set forth in the said resolution. The boundaries of the Russellville City School District include all property lying in Franklin County that is within the corporate limits of the City of Russellville.

Yours very truly,

RUSSELLVILLE CITY BOARD OF EDUCATION

By


Its Secretary

There was attached to the said request a certified copy of the following resolution:

BE IT RESOLVED by the Russellville City Board of Education (the "**Board**"), in the State of Alabama, as follows:

Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:

(a) Franklin County (the "**County**") is authorized to levy and presently levies a special district tax for public school purposes at a rate not exceeding forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of taxable property in the special school district in the County known as the Russellville City School District (the "**City District**") and consisting of all the area lying within the County that is within the corporate limits of the City of Russellville, herein referred to as the "Special Tax" and being the tax authorized and provided for in Section 269.02 of the Constitution of Alabama of 2022, and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution.

(b) Pursuant to authority set forth in section 16-13-199 of the Code of Alabama 1975, as amended, and as it relates to the Special Tax, the boundaries of the City District are to be coterminous with those of the City of

Russellville in the County and to encompass all the area lying therein. All the area lying within the City District is subject to the jurisdiction and control of the Board.

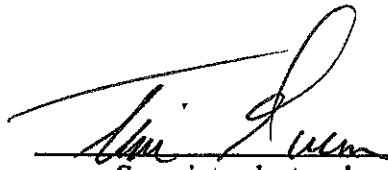
(c) The Board has determined that it is necessary and desirable that the levy of the Special Tax at the rate of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of taxable property in the City District be renewed and continued.

Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Franklin County Commission to call an election to be held on November 3, 2026, in the City District to determine whether or not a special district tax of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of the property subject to taxation in the City District shall be levied annually for public school purposes within the City District for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which tax year the tax will become due and payable on October 1, 2028). If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the City District but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the City District, the said tax having been heretofore authorized at a special election held in the City District on August 26, 1997.

Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Franklin County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution.

I, TIM GUINN, as Superintendent and *ex officio* Secretary of the RUSSELLVILLE CITY BOARD OF EDUCATION, in the State of Alabama, hereby certify that the attached resolution constitutes a true, correct and complete copy of the resolution of the Russellville City Board of Education duly adopted by the said board on July 21, 2026, as the same appears in the official records of the said board.

WITNESS my signature as Superintendent and *ex officio* Secretary of the said board, under its seal, this 21st day of July, 2026.



Superintendent and *ex officio* Secretary
RUSSELLVILLE CITY BOARD OF EDUCATION

[S E A L]

BE IT RESOLVED by the Russellville City Board of Education (the "**Board**"), in the State of Alabama, as follows:

Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:

(a) Franklin County (the "**County**") is authorized to levy and presently levies a special district tax for public school purposes at a rate not exceeding forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of taxable property in the special school district in the County known as the Russellville City School District (the "**City District**") and consisting of all the area lying within the County that is within the corporate limits of the City of Russellville, herein referred to as the "Special Tax" and being the tax authorized and provided for in Section 269.02 of the Constitution of Alabama of 2022, and the rate of which was heretofore increased pursuant to proceedings taken under the said Constitution.

(b) Pursuant to authority set forth in section 16-13-199 of the Code of Alabama 1975, as amended, and as it relates to the Special Tax, the boundaries of the City District are to be coterminous with those of the City of Russellville in the County and to encompass all the area lying therein. All the area lying within the City District is subject to the jurisdiction and control of the Board.

(c) The Board has determined that it is necessary and desirable that the levy of the Special Tax at the rate of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of taxable property in the City District be renewed and continued.

Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Franklin County Commission to call an election to be held on November 3, 2026, in the City District to determine whether or not a special district tax of forty-five cents on each one hundred dollars (or 4.5 mills on each dollar) of the assessed value of the property subject to taxation in the City District shall be levied annually for public school purposes within the City District for a period of thirty (30) consecutive years commencing with the tax year that will begin on October 1, 2027 (for which tax year the tax will become due and payable on October 1, 2028). If the said special tax is authorized at the said election, its levy will not increase the rate of taxation presently levied in the City District but will constitute a renewal and continuation of the special tax at the same rate and for the same purpose now being levied in the City District, the said tax having been heretofore authorized at a special election held in the City District on August 26, 1997.

Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Franklin County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution.

ADJOURNMENT

Chairman Moore thanked everyone for attending the meeting and said a special thanks to Greg Hovater for overseeing the meetings last month while he was out.

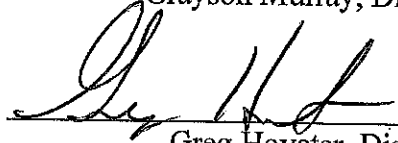
It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, that the meeting be adjourned.



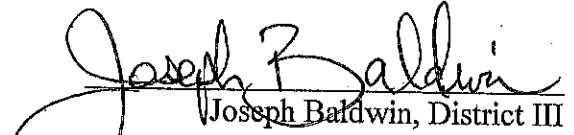
Barry Moore, Chairman



Grayson Murray, District I



Greg Hovater, District II



Joseph Baldwin, District III



Tracie Clark, District IV