

LEE COUNTY COMMISSION

Chairman
Bill English, *Probate Judge*
Mailing Address:
P.O. Box 666
Opelika, AL 36803-0666
(334) 737-3660 phone
(334) 742-9478 fax
1-855-212-8024
www.leeco.us



Members
Sheila H. Eckman, District 1
Johnny Lawrence, District 2
Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

LEE COUNTY COMMISSION AGENDA July 29, 2019 5:00 PM

1. Call to Order:
 - Pledge of Allegiance to the Flag
 - Invocation: Commissioner Lawrence
2. Introduction of Elected Officials & News Media:
3. Public Comment from Citizens: (limit of 3 minutes per speaker)
4. Establish Quorum and Open Regular Meeting:
5. Awards, Presentations, Proclamations or Other Recognitions:
6. CONSENT AGENDA:
 - a. Minutes of Commission Meeting July 8, 2019
 - b. Ratify and Approve Claims
 - c. Announcement of openings on various Boards
7. OLD BUSINESS:
 - a. Beauregard Park Phase I Bid - Roger Rendleman
8. NEW BUSINESS:
 - a. Smiths Station Fire & Rescue - Commissioner Long
 - b. Regional State Leadership Day in Washington, D.C. - Commissioner Lawrence
 - c. Results of Bid #11 Equipment and Installation for Patrol Units - Sheriff Jones
 - d. Budget Adjustments Associated with the March 3rd Tornado - Roger Rendleman
 - e. Budget Amendment Detention Facility HVAC Replacement Project Phase II - Roger Rendleman
 - f. Fiscal Year 2020 Budget / Outside Agencies - Roger Rendleman
 - g. Lease Renewal at Smiths Station Government Center - Roger Rendleman
 - h. Selection of Legislative Representative - Roger Rendleman
 - i. Contract Renewal with Advanced Disposal Services Alabama LLC - John McDonald
9. Reports from Staff

a. Present 2018 Fiscal Year Unaudited Annual Financial Statements - Neil Cyriac

10. Adjourn

LEE COUNTY COMMISSION			
INVOICES FOR COMMISSION APPROVAL			
July 29, 2019			
Vendor name	Description	Amount	Department
ALABAMA OFFICE SUPPLY CO	1-pk AA batteries	10.99	Board of Registrars
ALABAMA OFFICE SUPPLY CO	7 cs-copy paper	230.86	Probate Office
ALABAMA OFFICE SUPPLY CO	2-tape dispenser	10.58	Solid Waste Removal
ALABAMA OFFICE SUPPLY CO	6-phone book message	71.70	Solid Waste Removal
ALABAMA OFFICE SUPPLY CO	business card holders form holders staples hang folder	446.53	Solid Waste Removal
CRAFTMASTER PRINTERS	2,000 shop repair forms	322.00	County Shop
CRAFTMASTER PRINTERS	2,000 shop repair forms	322.00	Solid Waste Removal
DADE PAPER & BAG CO.	foam cup natural multifold rolltowel 2ply tissue	125.13	County Engineers
DADE PAPER & BAG CO.	foam cup natural multifold rolltowel 2ply tissue	125.12	Solid Waste Removal
DR. DAVID ESTEP, M.D.	8-inmates/Psychiatric Evaluations	750.00	Jail
DUDLEY CHERT, LLC	Chert	1,890.00	County-Wide Roads
EAST ALABAMA PAVING CO., INC.	Roadway Repair/LR 242	2,117.29	County-Wide Roads
EAST ALABAMA PAVING CO., INC.	Roadway Repair/LR 2153	3,835.22	County-Wide Roads
FOLEY PRODUCTS COMPANY	48" diameter Weir Inlet (Junction box)/10' tall	2,351.71	County-Wide Roads
H & L CONSTRUCTION, INC	end anchors	19,500.00	County-Wide Roads
HUDMON WELDING & MACHINE INC.	repair back door and sides on open container #1638	495.00	Solid Waste Removal
HUDMON WELDING & MACHINE INC.	cylinder plate on Rolloff truck #2151	280.00	Solid Waste Removal
HUDMON WELDING & MACHINE INC.	replace cable & clamp on rolloff truck #8474	483.00	Solid Waste Removal
HUDMON WELDING & MACHINE INC.	repair & weld bracket detachable lowboy truck #3453	3,015.00	County-Wide Roads
HUDMON WELDING & MACHINE INC.	install hose guard on boom truck #1763	315.00	Solid Waste Removal
HUDMON WELDING & MACHINE INC.	cut out & replace front ON container #1535	748.72	Solid Waste Removal
KDF Enterprises	removal of debris / final billing / 6/17/19-7/19/19	118,685.75	Event Recovery
KEMP & SONS PRINTING/Bass Printing	2000-Business Cards for RC SS 10000-letterhead	639.60	Revenue Commissioner
LEHIGH Hanson	resurfacing Lee Road 207	3,879.50	County-Wide Roads
LOWNDES MANUFACTURING CO	engineering stakes	630.00	County-Wide Roads
MARTIN LAW, LLC	Retainer Fee - June 2019	350.00	Commission Office
MARTIN LAW, LLC	Professional Service	317.25	Commission Office
MARTIN LAW, LLC	Professional Service	1,417.50	County Engineers
MARTIN LAW, LLC	Professional Service	501.50	Solid Waste Removal
MARTIN LAW, LLC	Lake Martin v LCBOE CV 2017-900431	149.00	Appraisal Update
MARTIN LAW, LLC	BOE v Linda Henry Dean CV 2017-000174	5,140.50	Appraisal Update
OPELIKA-AUBURN	Ad for recycling facility manager	495.00	Recycling Program
OPELIKA-AUBURN	Advertising/ Notice Closing portion of LR 095	130.40	County-Wide Roads
OPELIKA-AUBURN	Ad for Solid Waste Truck Driver & compactor operator	990.00	Solid Waste Removal
Vendor name	Description	Amount	Department

PARKER GRASSING, INC.	50-bales of Hay for LR 14/Bond Bridge	237.50	County-Wide Roads
Petroleum Traders Corporation	Fuel/Camp 2	2,870.94	Fuel Inventory
Petroleum Traders Corporation	Fuel/Camp 3	2,650.52	Fuel Inventory
Petroleum Traders Corporation	Fuel/SO	14,115.76	Fuel Inventory
Roadside Inc.	1-hex bushing 1-marine sealant for herbicide truck #2435	54.59	County-Wide Roads
Russell Materials LLC	Clay/Gravel for LR 014/ Bond Bridge	730.59	County-Wide Roads
SP PETROLEUM ESS, LLC	replaced belt & filter SO	202.29	Justice Center
SP PETROLEUM ESS, LLC	replaced hose set for Unit 3	478.40	County-Wide Roads
SP PETROLEUM ESS, LLC	refabricate vent for fuel tank/ Unit 3	949.80	County-Wide Roads
SP PETROLEUM ESS, LLC	replaced diesel nozzle for pump/Shop	336.23	County-Wide Roads
Stop Heart Attack	(4) AED G5A-80A Powerheart G5 Dual English/Spanish	1,454.00	Auburn Satellite
Stop Heart Attack	(4) AED G5A-80A Powerheart G5 Dual English/Spanish	1,454.00	Building Maintenance
Stop Heart Attack	(4) AED G5A-80A Powerheart G5 Dual English/Spanish	1,454.00	County Engineers
Stop Heart Attack	(4) AED G5A-80A Powerheart G5 Dual English/Spanish	1,454.00	County Shop
TEMPLE INC.	NEMA 24/7 Flasher Cabinet	772.99	County-Wide Roads
Tetra Tech	Monitoring Services 5/25/19-6/28/19	12,178.25	Event Recovery
TWIN OAKS ENVIRONMENTAL LLC	15-bales hay straw 2-50lb grass seed/LR 014/bridge bond	329.84	County-Wide Roads
TWIN OAKS ENVIRONMENTAL LLC	20-bales of hay for LR 29	96.00	County-Wide Roads
VULCAN CONSTRUCTION MAT'L, LP	Crusher run for LR 303 riprap for LR 303	530.20	County-Wide Roads
VULCAN CONSTRUCTION MAT'L, LP	Crusher run for LR 249, 66, 401, 260 riprap for LR 249	6,585.13	County-Wide Roads
VULCAN CONSTRUCTION MAT'L, LP	Crusher run for LR 303, 913 riprap for LR 14 Unwashed 66	4,106.19	County-Wide Roads
VULCAN CONSTRUCTION MAT'L, LP	Unwashed for LR 303 Crusher Run for LR 303, 14/bond bridge	5,014.31	County-Wide Roads
W.H. THOMAS OIL CO., INC.	Fuel/Shop	12,918.59	Fuel Inventory
W.H. THOMAS OIL CO., INC.	Fuel/Camp 2	5,079.23	Fuel Inventory
W.H. THOMAS OIL CO., INC.	Fuel/Camp 3	3,344.36	Fuel Inventory
W.H. THOMAS OIL CO., INC.	DEF for Shop	446.25	County Shop
W.H. THOMAS OIL CO., INC.	Diesel Exhaust Fluid/Shop	822.50	County Shop
TOTAL FOR COMMISSION APPROVAL		\$251,438.31	

		LEE COUNTY COMMISSION		
		INVOICES FOR RATIFICATION		
		July 29, 2019		
Pay date	Vendor name	Description	Amount	Department
7/9/19	ACCA Liability Self-Insurance Fund	windshield liability/Claim#4100190043	100.00	Insurance
7/18/19	Advanced Disposal Services AI EATS, LLC	Garbage Fee/June	70,016.37	Solid Waste Removal
7/18/19	ALABAMA ANIMAL CONTROL ASSOCIATION	Dues/McDonald, Boman, Wimberley & Wall	100.00	Animal Control
7/9/19	ALABAMA LAW ENFORCEMENT AGENCY	T-1 Frame Relay Line/ April - June 2019	4,275.00	Sheriffs Office
7/25/19	ALABAMA POWER COMPANY	electricity/siren #970/LR 197	18.34	Emergency Management
7/15/19	ALABAMA POWER COMPANY	electricity/Lee Rd 249	117.79	Sheriffs Office
7/19/19	ALABAMA POWER COMPANY	electricity/Lee Rd 258/siren	50.15	Emergency Management
7/12/19	ALEXANDER HYDE LAW FIRM LLC	General Employment Fee/SO/June	750.00	Sheriffs Office
7/12/19	ALEXANDER HYDE LAW FIRM LLC	General Employment Fee/CC/June	750.00	Commission Office
7/16/19	Alice McCall	Reimburse for additional postage on SO parcels	5.75	Sheriffs Office
7/25/19	ALLIANCE INSURANCE GROUP, LLC	Monthly Administrative fee/July	330.00	Commission Office
7/9/19	Applied Intelligent Systems, LLC	3-camera Vigilant CarDetector license plate readers	12,430.00	JAG Grant
7/9/19	Applied Intelligent Systems, LLC	3-camera Vigilant CarDetector license plate readers	4,070.00	Sheriffs Office
7/16/19	ASSOCIATED MECHANICAL CONTRACTORS	HVAC Replacement/Jail	144,483.76	Jail
7/25/19	AT & T	SO/TELEPHONE SVC/334-705-6430	146.54	Sheriffs Office
7/25/19	AT & T	CH/ElevatorTelephone line SVC/334-705-5284	371.98	Courthouse
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	27.56	Railroad Ave Buildings
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	3.29	Commission Office
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	32.90	Board of Registrars
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	3.29	Sheriffs Office
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	18.52	Probation Office
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	120.70	County Engineers
7/9/19	AT & T PRO CLUB SERVICE	Business & Alarm Lines	224.24	Justice Center
7/9/19	AUBURN BOARD OF EDUCATION	Beverage tax from June	55,770.15	Beverage Tax
7/12/19	AUBURN NETWORK, INC	Office Hours Advertisement/Annual	360.00	Revenue Commissioner
7/25/19	AUBURN REPROGRAPHICS&SUPPLY, INC.	40-Heavy-Duty Banner Media(20sq ft each)	252.00	Courthouse
7/15/19	AUBURN REPROGRAPHICS&SUPPLY, INC.	Courthouse renovations exterior signs and installation	532.80	Courthouse
7/10/19	AUBURN UNIVERSITY-FAA PROJECT	Rehabilitate Taxiway Alpha/Proj#3-01-0011-031-2018	7,309.68	Appropriations
7/18/19	Ben B Gordy Construction Inc.	Smiths Station Park Renovation	58,705.00	Smith Station Rec
7/25/19	BERNEY OFFICE SOLUTIONS	copier maintenance/ID#77712	67.94	Probate Office
7/25/19	BERNEY OFFICE SOLUTIONS	copier maintenance/EQ186039	87.27	County Engineers
7/9/19	BERNEY OFFICE SOLUTIONS	copier maintenance/ID#86926	59.69	Appraisal Update
7/12/19	BERNEY OFFICE SOLUTIONS	copier maintenance/ID 99336	83.40	Probate Office
7/19/19	BERNEY OFFICE SOLUTIONS	copier & printer maintenance	20.20	Appraisal Update
7/19/19	BERNEY OFFICE SOLUTIONS	copier & printer maintenance	159.66	Commission Office
7/19/19	BERNEY OFFICE SOLUTIONS	copier & printer maintenance	18.25	County Engineers
Pay date	Vendor name	Description	Amount	Department
7/19/19	BERNEY OFFICE SOLUTIONS	copier & printer maintenance	18.08	Information Services
7/19/19	BERNEY OFFICE SOLUTIONS	copier & printer maintenance	440.18	Probate Office
7/19/19	BERNEY OFFICE SOLUTIONS	copier & printer maintenance	1,358.46	Revenue Commissioner
7/12/19	BEST COPY / BUDGET COPY	copier maintenance/2-MX-M363/fax	250.00	Revenue Commissioner
7/15/19	BEST COPY / BUDGET COPY	Copier maintenance/Master Faux/SO	300.00	Sheriffs Office
7/9/19	BEULAH UTILITIES DISTRICT	water service/Lee Rd 270	38.71	Solid Waste Removal
7/9/19	BEULAH UTILITIES DISTRICT	water services/Beulah Senior Center	38.71	Beulah Senior Center
7/25/19	BILL & SON'S BODY SHOP, INC	Labor & Repairs to 2014 Chevy Tahoe Unit #409	13,254.22	Sheriffs Office
7/18/19	BILL ENGLISH, PROBATE JUDGE	Recording Notary Bond/Rita DuBose	36.00	Revenue Commissioner
7/12/19	BIRMINGHAM NEWS COMPANY	Legal Notice to General Contractors for Beulah Park	357.59	Recreation
7/9/19	BLUE RIDGE MOUNTAIN WATER, INC	water & cooler rental/SS & CH	76.42	Probate Office
7/9/19	BLUE RIDGE MOUNTAIN WATER, INC	water & cooler rental fee/CCO	21.12	Commission Office
7/9/19	BLUE RIDGE MOUNTAIN WATER, INC	water & cooler rental fee/IS	21.11	Information Services
7/9/19	BLUE RIDGE MOUNTAIN WATER, INC	water & cooler rental/Appraisal	139.96	Appraisal Update
7/12/19	BLUE RIDGE MOUNTAIN WATER, INC	water & cooler rental/RC CH & SS	53.73	Revenue Commissioner
7/9/19	BRYAN BUCHANAN	Travel to & from Smiths Station Satellite office	44.56	Revenue Commissioner
7/25/19	C Spire Business	IT Support/30 hour block agreement	4,050.00	Information Services
7/25/19	CARMICHAEL ENGINEERING, INC	Senior Engineer Technician Fees/LC CH 2/1-15/Proj Mgmt	2,258.00	Courthouse
7/15/19	CHARLOTTE PATTERSON	Deputy Coroner Salary/July	250.00	Coroners Office
7/25/19	CINTAS CORPORATION #256	uniform rental/Hwy	522.31	County-Wide Roads
7/18/19	CINTAS CORPORATION #256	uniform rental/SW	466.72	Solid Waste Removal
7/16/19	CINTAS CORPORATION #256	uniform rental/Hwy	264.87	County Engineers
7/16/19	CINTAS CORPORATION #256	uniform rental/Unit 1	304.74	County-Wide Roads
7/16/19	CINTAS CORPORATION #256	uniform rental/Unit 3	225.33	County-Wide Roads
7/16/19	CINTAS CORPORATION #256	uniform rental/Unit 4	441.33	County-Wide Roads
7/16/19	CINTAS CORPORATION #256	uniform rental/Hwy	176.90	County Shop

7/9/19	COMPUTER DISCOUNT WAREHOUSE	Data storage unit/licensing & hardward for LCSO	14,270.66	Sheriffs Office
7/9/19	COMPUTER DISCOUNT WAREHOUSE	Enterprise Budle	2,385.91	Sheriffs Office
7/18/19	COOK'S PEST CONTROL	pest control/Courthouse	161.00	Courthouse
7/19/19	COOK'S PEST CONTROL	Initial service charge for pest control	110.00	Emergency Management
7/18/19	Dean's Commercial Two-Way	Radio equipment maintenance/EMA/July 2019	368.00	Emergency Management
7/19/19	Dean's Commercial Two-Way	Radio equipment maintenance/SO/July 2019	236.00	Sheriffs Office
7/9/19	DELTA COMPUTER SYSTEMS, INC.	Balance of Inv#MN134128/March	20.00	Appraisal Update
7/9/19	DELTA COMPUTER SYSTEMS, INC.	Real Property/PP/BOE Scheduling/Digital Photo/Nov 2018	1,065.00	Appraisal Update
7/12/19	DELTA COMPUTER SYSTEMS, INC.	Web hosting & support Paperlink Base Server Engine	1,045.00	Revenue Commissioner
7/12/19	DELTA COMPUTER SYSTEMS, INC.	Web hosting & support Vin Valued Tag & Title System	2,050.00	Revenue Commissioner
7/12/19	DELTA COMPUTER SYSTEMS, INC.	Support/Web-hosting Appraisal/Abstract/Real/PP	835.00	Revenue Commissioner
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	56.97	Animal Control
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	427.31	Appraisal Update
Pay date	Vendor name	Description	Amount	Department
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	38.02	Railroad Ave Buildings
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	58.45	Board of Registrars
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	155.31	Building Inspection
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	316.84	Building Maintenance
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	1,870.30	Revenue Commissioner
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	113.96	County Shop
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	85.46	Veterans Service
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	54.91	Building Maintenance
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	624.48	Jail
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	1,818.81	Sheriffs Office
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	28.48	Coroners Office
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	769.16	Emergency Management
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	468.83	County Engineers
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	144.26	Solid Waste Removal
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	85.46	Information Services
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	1,198.43	Probate Office
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	55.51	Board of Registrars
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	97.13	Building Inspection
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	227.89	Commission Office
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	160.74	Probation Office
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	452.97	Judges
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	28.48	Courthouse
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	58.45	Court Referral
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	438.36	Court Support
7/14/19	DELTACOM ID 1058	Monthly Phone LD Data and Internet June 2018	175.34	District Attorney
7/15/19	Diversified Companies LLC	printing/mail services/July tag renewals	1,600.56	Revenue Commissioner
7/15/19	DIXIE ELECTRIC COOPERATIVE	electricity	40.29	Solid Waste Removal
7/19/19	East Alabama Occupational Medical, LLC	Drug screens	1,815.00	Drug Court
7/12/19	East Alabama Occupational Medical, LLC	Drug Screen	70.00	Recycling Program
7/12/19	East Alabama Occupational Medical, LLC	Drug Screen	70.00	Solid Waste Removal
7/18/19	East Alabama Occupational Medical, LLC	Drug Screens	95.00	Animal Control
7/12/19	East Alabama Occupational Medical, LLC	Drug Screen	75.00	Sheriffs Office
7/18/19	East Alabama Occupational Medical, LLC	Drug Screens	35.00	Emergency Management
7/16/19	FIFTH AVENUE CLEANERS	uniform cleaning/SO & Jail	564.50	Sheriffs Office
7/16/19	FIFTH AVENUE CLEANERS	uniform cleaning/SO & Jail	104.50	Sheriffs Office/SRO's
7/16/19	FIFTH AVENUE CLEANERS	uniform cleaning/SO & Jail	393.50	Jail
7/19/19	FLAGSHIP GIS, INC	GIS Website Software,Updates Ongoing&ESRI GIS Support	7,125.00	Appraisal Update
7/12/19	H & H Mortuary Transport Service	Decedent transports	625.00	Outside Agencies
7/12/19	H & H Mortuary Transport Service	Decedent transports	975.00	Sheriffs Office
Pay date	Vendor name	Description	Amount	Department
7/16/19	HARRIS SECURITY SYSTEMS, INC.	6-Fire Alarm Monitoring	206.85	Courthouse
7/25/19	INGRAM EQUIPMENT COMPANY, LLC	60,000 lb roll-off cable hoist w/tarp	43,988.76	Solid Waste Removal
7/15/19	Jackie Hamby	Deputy Coroner/July	250.00	Coroners Office
7/25/19	JANICE GOLDEN	Supernumerary Tax Collector Salary	2,756.58	Revenue Commissioner
7/18/19	JSL Surety	Notary Bond/Rita DuBose	70.00	Revenue Commissioner
7/12/19	Key Media, LLC	Office Hours Advertisement for Apr, May & Jun	162.50	Revenue Commissioner
7/16/19	KRONOS	Workforce Ready Software Usage Fee	1,666.98	Commission Office
7/11/19	LEADERSHIP LEE COUNTY	Application fee/Belinda Smith	25.00	Commission Office
7/11/19	LEADERSHIP LEE COUNTY	Application fee/Tommy Johnson	25.00	Solid Waste Removal
7/9/19	LEE COUNTY BOARD OF EDUCATION	Beverage tax from June	61,166.90	Beverage Tax
7/18/19	LEE COUNTY BOARD OF EDUCATION	Sales & boat tax from June	88,293.35	Board of Education
7/25/19	LEE COUNTY SHERIFF'S FUND	Reimb: NASRO Conf Pigeon Forge, TN	7,001.21	Sheriffs Office
7/12/19	LEE COUNTY SHERIFF'S FUND	Bail bond fees from June	1,183.41	Sheriffs Office

7/25/19	MARY R INGRAM	Supernumerary Tax Assessor Salary	3,017.55	Revenue Commissioner
7/25/19	MERITAGE SYSTEMS INC.	Monthly Licensing Fees/June 2019	745.00	Building Inspection
7/9/19	Monica Steltenpohl	Office travel in personal vehicle from SS to Opelika	189.31	Revenue Commissioner
7/9/19	National Test Systems	drug testing supplies	1,750.00	Court Referral
7/12/19	NETWORKFLEET, INC.	GSP Tracking Device Wiring Harness/June	1,462.45	County Engineers
7/12/19	NETWORKFLEET, INC.	GSP Tracking Device Wiring Harness/June	549.55	Solid Waste Removal
7/25/19	NETWORKFLEET, INC.	17-Universal Harness for 5000/5200N4VL GPS	162.69	County Engineers
7/12/19	Newell & Bush, Inc.	Proj#LCB-8-14/Lee Rd 65/Bond Bridge	203,849.59	County-Wide Roads
7/18/19	NightShift LLC	Automated Data Backup/RC/August 2019	250.00	Revenue Commissioner
7/19/19	OLINE PRICE, REVENUE COMMISSIONER	Bank service charges/Southern States Bank	45.00	Revenue Commissioner
7/9/19	OPELIKA BOARD OF EDUCATION	Beverage tax from June	30,307.46	Beverage Tax
7/15/19	OPELIKA LIGHT & POWER	electric bill/600 S 7th St Ste #1 & #2 & #3	1,032.85	Agricultural Building
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	36,581.08	Justice Center
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	506.74	Building Maintenance
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	470.68	Courthouse
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	877.37	County Shop
7/15/19	OPELIKA LIGHT & POWER	electricity/215 S 9th Street/Annex	3,923.92	Courthouse
7/18/19	OPELIKA LIGHT & POWER	electricity/908 Ave B	1,177.93	Emergency Management
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	1,191.06	Training Center
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	1,437.53	Engineering Building
7/15/19	OPELIKA LIGHT & POWER	electricity/600 S 7th Street Ste 3	271.91	Agricultural Building
7/15/19	OPELIKA LIGHT & POWER	electricity/500 Mag Ave Shop 2	124.59	County Shop
7/15/19	OPELIKA LIGHT & POWER	electricity/215 S 9th Street	3,498.28	Courthouse
7/15/19	OPELIKA LIGHT & POWER	electricity/2311 Gateway Dr Meter 1	163.45	Justice Center
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	476.64	County Shop
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	324.29	Railroad Ave Buildings
Pay date	Vendor name	Description	Amount	Department
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	338.91	Veterans Service
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	125.73	Emergency Management
7/15/19	OPELIKA LIGHT & POWER	electric bill/various departments	52.00	Solid Waste Removal
7/9/19	Opelika Utilities	water & sewer/AL Hwy 147N	32.28	County-Wide Roads
7/15/19	Opelika Utilities	water & sewer/102 S 6th St	48.05	Veterans Service
7/15/19	Opelika Utilities	water & sewer/204 S 10th Str	1,124.95	Training Center
7/15/19	Opelika Utilities	water & sewer/600 S 7th Street	168.16	Agricultural Building
7/18/19	Opelika Utilities	water & sewer/908 Avenue B	116.63	Emergency Management
7/12/19	OPELIKA-AUBURN	Ad for Proposals on Communications Tower Replacement	1,850.40	Commission Office
7/12/19	OPELIKA-AUBURN	Advertising for Bids for Beulah Park	1,196.80	Commission Office
7/18/19	Rave Mobile Safety	Annual License fee/Emergency Notification System	10,980.00	Emergency Management
7/9/19	REBECCA JONES BAKER	Travel to & from Smiths Station Satellite office	22.28	Revenue Commissioner
7/25/19	RICOH USA	copier printing/MPC3504EX	180.51	Commission Office
7/25/19	RICOH USA	copier rental/MP305/SPF	62.05	Board of Registrars
7/9/19	RICOH USA	copier rental/MC3504EX	169.31	Commission Office
7/16/19	Ryan Craig	Travel to various department for ISD work	80.62	Information Services
7/9/19	SHERIFF JAY JONES	Inmate transport meals; food; office supplies	77.89	Transport Services
7/9/19	SHERIFF JAY JONES	Inmate transport meals; food; office supplies	138.33	Sheriffs Office
7/12/19	SMITHS WATER & SEWER AUTHORITY	water service/Auburn Rd	23.01	Solid Waste Removal
7/16/19	Specialized Location Services	Drug Screens	900.00	Drug Court
7/9/19	Spire	gas service/600 S 7th Street/Farmers Home Adm USDA	15.79	Agricultural Building
7/25/19	STATE OF AL DEPT OF REVENUE(MV)	Transfer county tag for 2020 Western Star Vin#2579	1.25	Solid Waste Removal
7/18/19	STATE OF AL DEPT OF REVENUE(MV)	Transfer county tag for 2019 Tahoe Vin#0145	1.25	Sheriffs Office
7/18/19	STATE OF AL DEPT OF REVENUE(MV)	Transfer County tags/Vin#3054 & #3055	2.50	County-Wide Roads
7/18/19	State of Alabama	AL Police Academy Session/C Maxwell	2,050.00	Sheriffs Office
7/9/19	STIVERS FORD LINCOLN INC.	2018 Ford F150 Supercab 4x4 pickup/Hwy	27,171.50	County-Wide Roads
7/9/19	STIVERS FORD LINCOLN INC.	2018 Ford F150 Supercab 4x4 pickup/Hwy	27,171.50	County Shop
7/15/19	STURGIS WEB SERVICES	web hosting & maintenance/July	1,890.00	Revenue Commissioner
7/12/19	T & O LEASING	5-rental Sharp copier/MX-363/453N	525.00	Revenue Commissioner
7/25/19	TALLAPOOSA RIVER ELECTRIC COOP	electric/security light/US Hwy 431&LR 174	8.44	Solid Waste Removal
7/9/19	TALLAPOOSA RIVER ELECTRIC COOP	electricity/LR 166	53.80	Solid Waste Removal
7/9/19	TALLAPOOSA RIVER ELECTRIC COOP	electricity/security light	8.44	Solid Waste Removal
7/9/19	TALLAPOOSA RIVER ELECTRIC COOP	electricity/LR 249 & 389	37.59	County-Wide Roads
7/9/19	TALLAPOOSA RIVER ELECTRIC COOP	HWY/ELECTRICITY 334 & 379	37.59	County-Wide Roads
7/15/19	TALLAPOOSA RIVER ELECTRIC COOP	electricity/US Hwy 280&431	8.44	Solid Waste Removal
7/15/19	TALLAPOOSA RIVER ELECTRIC COOP	electricity/Perm Rds	37.59	County-Wide Roads
7/15/19	TALLAPOOSA RIVER ELECTRIC COOP	electricity/caution light/LR270&279	37.59	County-Wide Roads
7/16/19	TERMINIX	Termite protection services inv #387323689/Training Ctr	4,200.00	Training Center
Pay date	Vendor name	Description	Amount	Department

7/18/19	The Valley Times-News	Ad for Compactor Operator 5-days	298.80	Solid Waste Removal
7/18/19	The Valley Times-News	Ad for Recycling Facility Manager	567.15	Recycling Program
7/15/19	THE WATER WORKS BOARD OF AUBURN	water/1266 Mall Pkwy	243.51	Auburn Satellite
7/16/19	Turner Fence, LLC	39-fence 8"heavy galvanized chain link/gate	3,080.00	Beulah Senior Center
7/16/19	Turner Fence, LLC	1-security gate with barbed wire/razor wire for Jail	2,460.00	Jail
7/16/19	Turner Fence, LLC	3-galvanized chain link cage on plated posts w/walk gate	7,040.80	Training Center
7/25/19	VERIZON WIRELESS	cellular service/IS	175.36	Information Services
7/25/19	VERIZON WIRELESS	cellular phone services/SW	378.77	Solid Waste Removal
7/25/19	VERIZON WIRELESS	cellular phone services/Recy	69.54	Recycling Program
7/25/19	VERIZON WIRELESS	cellular phone services/AC	176.57	Animal Control
7/25/19	VERIZON WIRELESS	cellular phone services/BGM	530.77	Building Maintenance
7/25/19	VERIZON WIRELESS	cellular phone services/BGM	52.51	Courthouse
7/15/19	VERIZON WIRELESS	internet service/FD	46.08	Forestry
7/25/19	Volkert, Inc.	CEI Service/bridge replacement on LR249/Bridge Bond	2,960.14	County-Wide Roads
7/25/19	WASTE MANAGEMENT OF ALABAMA-EAST	disposal services/2311 Gateway Drive	299.39	Justice Center
7/25/19	WASTE MANAGEMENT OF ALABAMA-EAST	disposal service/215 S 9th Street	511.42	Courthouse
7/16/19	WHITES CLOCK AND CARILLON INC.	service call to reset tower clock/Courthouse	350.00	Courthouse
7/9/19	XEROX CORPORATION	copier maintenance/MX4-340075	277.38	Building Inspection
		TOTAL FOR RATIFICATION	\$1,035,074.33	

LEE COUNTY COMMISSION

Chairman

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Members

Sheila H. Eckman, District 1
Johnny Lawrence, District 2
Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

MEMORANDUM:

TO: County Commission
FROM: Roger Rendleman, County Administrator
DATE: July 29, 2019
SUBJECT: Beauregard Park Phase I Bid - Roger Rendleman

Advertising for Phase I of the Beauregard Park began May 19, 2019. Bids were received June 18, 2019. We received three bids.

Beauregard Bids were:

- \$3,758,500.00 Hudmon Construction
- \$4,015,800.00 Bear Brothers
- \$4,389,800.00 Whatley Construction

We are going to accept \$296,121.00 in recommended value engineered items from the original bid. The recommendation is to award the Beauregard Park Phase I Bid in the amount of \$3,462,379.00 to Hudmon Construction.

Requested Action

The County Commission is respectfully requested award the Beauregard Park Phase I Bid in the amount of \$3,462,379.00 to Hudmon Construction.

Alice Fitzgerald

From: Gary Long <long.gary@aol.com>
Sent: Tuesday, July 23, 2019 11:00 AM
To: Alice Fitzgerald; Bill English
Subject: Re: Agenda Requests

I need to add Smiths Station Fire and Rescue to the agenda. They want to discuss their relationship with East Alabama EMS at our July 29 meeting.

Gary

Sent from my iPhone

On Jul 19, 2019, at 6:01 PM, Alice Fitzgerald <AFitzgerald@leeco.us> wrote:

Please let me know if you have any Agenda item(s) for the meeting Monday, July 29, 2019.
Please have any requests to me by 2:00 PM Thursday, July 25, 2019.

Please forward an email, detailing your item, along with supporting documentation so that it may be included in the packets.

Thanks,
Alice McCall
Deputy Administrator
Lee County, Alabama
phone: (334) 737-3661
fax: (334) 742-9478

Alice Fitzgerald

From: jmlawrence@mindspring.com
Sent: Tuesday, July 23, 2019 4:40 PM
To: Alice Fitzgerald
Subject: Agenda Item

Alice,

Please add an agenda item regarding Regional State Leadership Days on 17 October 2019 in Washington DC.

Thanks,

Johnny



E-mail:
lcso@leecountysheriff.org

SHERIFF OF LEE COUNTY

JAY JONES

P.O. BOX 688
OPELIKA, AL 36803-0688



Phone (334) 749-5651
Fax (334) 749-4835

July 19, 2019

To: Sheriff Jay Jones
From: Captain Craig Meadows
Re: Bid #11 Equipment and Installation for 6 or more 2019 Chevrolet Tahoe Police Units

Dear Sheriff Jones,

On this date, at 10:00am, Bid #11 for Equipment Installation and Equipment for 2019 Chevrolet Tahoes was opened. We received four bids for a quantity of four vehicles. The total cost by vendor bids are as follows:

Dana Safety Supply	Qty. 4	<u>\$42,348.00</u>
Interceptor Public Safety	Qty 4	<u>\$47,118.40</u>
Mobile Communications, Inc	Qty 4	<u>\$37,612.00</u>
Wamar Technologies	Qty 4	<u>\$40,595.20</u>

It is my recommendation we award the bid to Mobile Communications, Inc., Columbus, GA.

Respectfully Submitted,

Captain Craig Meadows

☒ APPROVED

7-22-19

LEE COUNTY COMMISSION

Chairman

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Members

Sheila H. Eckman, District 1
Johnny Lawrence, District 2
Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

MEMORANDUM:

TO: County Commission

FROM: Roger Rendleman, County Administrator

DATE: July 29, 2019

SUBJECT: Budget Adjustments Associated with the March 3rd Tornado - Roger Rendleman

With the completion of the third and final round of the debris removal from the March 3rd Tornado, our final costs associated with the event will be close to four million dollars. With the Presidential Declaration for a Federal Disaster, the County is anticipating a seventy-five percent reimbursement from the federal government.

In order to not overspend our annual budget and completely exhaust our fund reserves, we would like to go ahead and recognize a portion of the reimbursement requests which have been finalized and submitted.

There is no definitive timeline on when we can expect the funds; however, we will set the recognized amounts as receivables. These steps will assist the departments that are overbudget in areas like overtime as a direct result of the March 3rd event. In addition, this action will prevent us from overspending the annual budget, which would be a violation of State law.

The adjustments being proposed are not a full accounting of the costs associated with the March 3rd event. They are reasonable estimates of a portion of the costs for budgeting proposes only.

Requested Action

The County Commission is respectfully requested to adjust the 2019 Fiscal Year Budget as follows:

General Fund

Contacted Services	\$1,597,000.00	
Outsourced Services	\$ 35,400.00	
Overtime Sheriff Office	\$ 90,000.00	
Overtime EMA	\$ 19,500.00	
Overtime Environmental Services	\$ 2,850.00	
Grant Revenue – Federal Assistance		\$1,744,750.00

Gasoline Tax Fund

Overtime County Wide Roads	\$	32,250.00	
Overtime Engineers Office	\$	7,500.00	
Overtime County Shop	\$	1,916.00	
Grant Revenue – Federal Assistance	\$		41,666.00

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Members

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Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

MEMORANDUM:

TO: County Commission

FROM: Roger Rendleman, County Administrator

DATE: July 29, 2019

SUBJECT: Budget Amendment Detention Facility HVAC Replacement Project Phase II - Roger Rendleman

When the Detention Facility Wing HVAC bid (Phase II) was awarded in August 2018, I indicated we would likely need to use some of our reserve funds to complete the critical project. As the contractor is nearing the completion of the project, we know the amount we need from the General Fund Reserves. The total project was \$1,267,000 of this amount we need \$737,000 allocated to complete the funding.

During the fiscal year, we received a settlement with the previous inmate phone provider regarding the manner the company was calculating commissions. We are proposing to utilize the settlement of \$194,000 along with this year's phone commissions of \$145,000. This year's phone commissions were basically not included in the budget until the matter was resolved and a new bid awarded. Since this source is directly related to the Detention Facility, the logical use of the funds is for the Detention Facility. The remaining amount of \$398,000 will need to be funded from our reserve fund balance in the General Fund.

Requested Action

The County Commission is respectfully requested to recognize \$339,000.00 of un-budgeted revenue along with allocating \$398,000.00 of reserve fund balance in the General Fund for completion of the Detention Facility HVAC Replacement Phase II project and amend the budget accordingly.

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Members

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Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

MEMORANDUM:

TO: County Commission

FROM: Roger Rendleman, County Administrator

DATE: July 29, 2019

SUBJECT: Fiscal Year 2020 Budget / Outside Agencies - Roger Rendleman

Please find attached a listing of the requests from outside agencies for the upcoming 2020 Fiscal Year. As we begin the budgeting process for the upcoming year, we would like input from the County Commission as to which agencies (if any) would you like to have present their appropriation requests in a budget work session. This would help in determining the number of work sessions needing to be scheduled in the next couple of months.

Requested Action

The County Commission is respectfully requested to provide guidance in determining which outside agencies you wish to have come before the Commission to present their FY 2020 appropriation requests.

Lee County Commission
Service Contracts and Appropriations List for Fiscal Year 2020

<u>Agency</u>	<u>Primary Services/Expenditures of Department</u>	<u>2019 Budget</u>	<u>2020 Requests</u>	<u>Requested Increase/ (Decrease)</u>	<u>% Change</u>
C Emergency Transport System (EAMC)	Contract for Ambulance Services - County, Opelika, Auburn Partnership	319,476	319,476	0	0.00%
R Auburn University Airport Terminal Project	Terminal Project - County, University, Opelika, Auburn partnership through 2029	100,000	100,000	0	
GS Lee - Russell Area Council Of Governments	Aging Programs/Transit Programs/Trans Planning/Admin	148,835	153,300	4,465	3.00%
	ADDITIONAL Match Funds for Buses	18,493	15,050	(3,443)	-18.62%
GS State Public Health Department (Local Office)	Subsidy for Local Operations - County also provides building rent free County also provides office space rent free.	118,168	118,168	0	0.00%
GS Alabama Cooperative Extension	Conservation & promotion of Agriculture, Forestry, and Natural Resources. County also provides office space rent free.	106,542	106,542	0	0.00%
GS AL Depart. Of Human Resources (Local Office)	Support to purchase items for clients not provided in State budget. *no specific amount requested	4,725	4,725	0	0.00%
GS East Alabama Mental Health Sec 22-51-14	Matching funds for accessing federal grants address Mental Health Issues	64,050	64,050	0	0.00%
GS Lee County Alternative Sentencing Board	Oversees jail diversion programs for low risk offenders like Court Referral and Drug Court	40,000	70,000	30,000	75.00%
AC/R Airport FAA Projects	Funding to Match FAA Capital Projects	30,000	30,000	0	0.00%
AC Family Enrichment Center - Loachapoka	Creative Minds Computer Lab, Leadership Academy and Basketball / Mentoring project	31,500	31,705	205	0.65%
AC Horseshoe Bend Library	Bookmobile service to rural areas / library access with regional card	23,592	25,000	1,408	5.97%
AC American Red Cross - Lee	Support for local office for the single-family disaster relief program (assists EMA)	11,973	12,000	27	0.23%
AC Child Advocacy Center East Alabama	Support for various programs addressing child abuse and neglect.	13,500	15,000	1,500	11.11%
AC East AL Services For The Elderly	Support to assist low-income elderly to remain independent	9,526	10,000	474	4.98%
AC Judicial Volunteer Program	Support assistance to families, schools and courts in Juvenile issues	12,000	12,000	0	0.00%
AC Auburn Daycare Association	Support for low income day care assistance	5,557	6,000	443	7.97%
AC Lee County Historical Society	Renovate Loachapoka Gin Company Office	9,410	15,000	5,590	59.40%
AC Valley Haven School	Support contacted service with State for special needs children and adults	7,144	10,000	2,856	39.98%
AC Domestic Violence Intervention Center	Supports assistance programs for victims of domestic violence	4,500	6,000	1,500	33.33%
AC Lee County Conservation District	Educational outreach and environmental programs. *no specific amount requested	2,572	2,572	0	0.00%
AC County Firefighters Association	Support for smoke trailer maintenance and Insurance	4,000	4,000	0	0.00%
AC Museum of East Alabama	Funding to assist in capital improvements of the museum	6,650	7,000	350	5.26%
AC The Salvation Army of Lee County	Increase access of homeless or at risk of homeless people to needed shelter and transport	2,500	3,000	500	20.00%
AC Jean Dean RIF/Kiwanis	Placing quality, age-appropriate books into homes of at-risk youth	1,588	1,588	0	0.00%
AC Community Market	Support for a large scale food distribution pantry in Lee County	2,650	2,650	0	0.00%
AC East Alabama Food Bank	One Time Capital Request to assist with building renovation (NEW)	0	25,000	25,000	
Total General Appropriations:		<u>1,098,951</u>	<u>1,169,826</u>	70,875	6.45%

GS = Governmental Service C = Contract for Services R = By Resolution of Commission AC = Appropriation Contract

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Members

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Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

MEMORANDUM:

TO: County Commission

FROM: Roger Rendleman, County Administrator

DATE: July 29, 2019

SUBJECT: Lease Renewal at Smiths Station Government Center - Roger Rendleman

Please find attached a renewal lease from the City of Smiths Station for use of the Smiths Station Government Center as a satellite office for the Revenue Commissioner Office, Probate Office and the Sheriff's Office. The agreement matches the same terms as the previous terms including the rental amount.

Requested Action

The County Commission is respectfully requested to approve the three year renewal of the Smiths Station Satellite lease agreement with the City of Smiths Station.

LEASE

STATE OF ALABAMA

LEE COUNTY

This lease executed in triplicate at _____, on this the _____ day of _____, 2019 by and between the **City of Smiths Station, Alabama** (P.O. Box 250, Smiths Station, Alabama 36877) hereinafter called "Landlord", and Lee County Commission hereinafter called "Tenant".

W I T N E S S E T H

That the Landlord does hereby demise, let and lease unto Tenant the following described premises:

Certain space within the building known as Smiths Station Government Center located at 2336 Lee Road 430, Smiths Station, Alabama 36877 more particularly set forth on a drawing attached hereto as Exhibit A.

SECTION 1 TERM.

- A. Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Landlord, for a term beginning _____, 2019 and ending _____, 2022.
- B. Tenant may renew the Lease for a term of an additional Three (3) year period. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than Sixty (60) days prior to the expiration of this term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease. Landlord covenants to keep Tenant in quiet possession of the premises during said term, provided Tenant shall comply with all the stipulations of this Lease. However, either party may terminate this Lease with Ninety (90) days prior written notice.

SECTION 2 RENT.

- A. For the Rental Term of Three (3) years, Tenant agrees to pay Landlord, the sum of Three Thousand Seven Hundred Forty Three and 22/100 (\$3,743.22) Dollars per month lawful money of the United States of America, in advance beginning _____, 2019 and every 1st day of the month thereafter. That rent shall be deemed late on the Fifteenth (15th) day of the month due.
- B. For the renewal term, if Tenant elects to renew the Lease, Tenant shall pay the sum of an amount to be negotiated by the parties within Ninety (90) days of the end of the term per month under the same terms and conditions as set forth during this Rental Term.

SECTION 3 SECURITY DEPOSIT.

Landlord hereby acknowledges the receipt of Zero (\$0.00) Dollars as security for rent, damage to the premises, and clean-up. Landlord agrees to refund said deposit within One (1) month, after the term of the lease, provided

rent has been fully paid and Tenant leaves premises clean and in good order, ordinary wear and tear excepted. Any cost of clean-up and repair or damage is to be deducted from the security deposit.

SECTION 4 USE OF PREMISES.

- A. The premises during the Term of this lease shall be used and occupied solely for the purpose of operating a branch office of the Lee County Probate Judges Office, Lee County Revenue Commissioners Office, Lee County Sheriff's Office and for any other governmental services provided by the County and Tenant shall not use or permit the same to be used for any other purpose without prior consent of Landlord.
- B. Tenant at all times shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction of said premises, but not limited to such as shall relate to the cleanliness and safety.
- C. Tenant will not commit any waste of property, or permit the same to be done, and will take care of said Building and said premises at all times and will not by any act or omission render the Landlord liable for any violation thereof.

SECTION 5 EXAMINATION OF PREMISES.

Tenant shall examine the said premises before taking possession and Tenants entry into possession shall constitute conclusive evidence that as of the date thereof the said premises were in good order and satisfactory condition.

SECTION 6 MAINTENANCE AND REPAIRS.

Landlord shall maintain and repair in a professional manner all the structural elements of the premises including the roof, roof covering, walls, concrete slab, foundation, electrical and plumbing excluding fixtures.

SECTION 7 BUILDING MODIFICATIONS.

Tenant shall not have the right to remodel, renovate or redecorate the interior of the premises without prior written approval is obtained from Landlord.

SECTION 8 CARE OF PREMISES.

- A. Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises, which shall cause or be likely to cause injury or damage to any person or to said Premises or Building or to the sidewalk and pavements adjoining the Premises.
- B. Tenant shall not permit, allow or cause any noxious, disturbing or otherwise offensive odors, fumes or gases, smoke, dust, steam or vapors, or any loud or disturbing noise, sound or vibration to originate in or be emitted from said Premises.
- C. Tenant at all times shall keep said Premises in a neat and orderly condition and shall keep the entry ways, sidewalks and delivery areas adjoining the Premises clean and free from rubbish, dirt, snow and ice.
- D. Tenant shall not use or permit the use of any portion of said Premises as sleeping or living quarters or as lodging rooms, or keep or harbor therein any live animals, fish or birds or sue the same for any illegal purpose.

- E. Tenant shall not allow or cause the sinks, toilets or urinals in the Premises or Building to be used for any purpose except that for which they were designed and installed, and the expense of repairing any breakage or damage or removal of any stoppage resulting from a contrary use thereof shall be paid by Tenant.
- F. Tenant shall store all trash, rubbish, and garbage within said Premises, and shall provide for the prompt and regular removal thereof for disposal.
- G. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Premises.
- H. Tenant agrees to permit no waste of the property, but on the contrary, to take good care of same; and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the term or as they may be put in during the term, as reasonable use and wear thereof will permit.

SECTION 9 DELIVERY OF PREMISES.

Landlord shall deliver the Premises with all major systems (HVAC, plumbing, electrical, roof and structural) in good working order.

SECTION 10 DAMAGE OR LOSS OF PROPERTY.

- A. Landlord shall not be liable for any loss of any property of Tenant from said Premises or for any damage to any property of Tenant, however, occurring except only such damages in the latter instance as may result directly from the intentional act of the Landlord.
- B. Landlord, without liability to Tenant shall have the right and may at any time close the said Premises whenever the same may become necessary in compliance with any law, ordinance, order, regulation or direction of any lawful authority or the agents, officers or representatives thereof or in the event of any public disturbance authority or its agents, officers or representatives thereof or in the event of any public disturbance of the like circumstance which, in the judgement of Landlord, may appear proper or advisable.

SECTION 11 ENTRY BY LANDLORD.

Landlord, its agents and representatives, at all reasonable times may enter said Premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations or additions to said Premises or said Building, (3) exhibiting the Premises to prospective tenants, purchasers or other persons, and (4) during the last Sixty (60) day period of the term, provided Tenant shall have vacated the Premises, to decorate, remodel, alter and otherwise prepare the premises for re-occupancy and any such entry on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any rights of Tenant, and shall not alter the obligation of Tenant hereunder or create any right in Tenant adverse to the interests of Landlord.

SECTION 12 PAYMENT OF UTILITIES AND SERVICES.

- A. Tenant shall procure for its own account and shall pay the cost of all telephone, television, satellite and internet services. Landlord agrees to furnish and maintain electrical power, sewage and water services.
- B. Landlord shall furnish cleaning services.
- C. Tenant shall dispose of of all hazardous wastes, garbage and trash, including but not limited to bio-hazards, chemicals and any other hazardous material used or generated by Tenant.

- D. Tenant shall indemnify and hold harmless the Landlord for any damages arising from or related to the use of and disposal of hazardous materials and wastes produced, generated or used by the Tenant.

SECTION 13 PROPERTY TAXES.

- A. Landlord shall pay all real property taxes assessed against the Premises.
- B. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of any special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.
- C. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

SECTION 14 INSURANCE.

- A. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate.
- B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property located within the Leased Premises.

SECTION 15 FIRE OR CASUALTY.

If the Premises shall be made un-tenantable by fire or other casualty, Landlord, if it so elects, may (a) terminate the term of this Lease, effective as of the date of such fire or casualty, by written notice given to tenant within Thirty (30) days after such date, or (b) repair, restore, or rehabilitate said premises at Landlord's expense within Twelve (12) months after the date of such fire or casualty, in which event the Term hereof shall not terminate but any fixed Rent herein shall be abated on a per diem basis while the Premises shall remain untenable.

SECTION 16 CONDEMNATION.

- A. In the event that the whole or any part of said Premises shall be taken by any public authority under the power of eminent domain or like power, then the Term Hereof shall terminate as to the part of the Premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgement, or decree entered in the proceedings in exercise of such power.
- B. All damages awarded for the taking of said Premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of Landlord, including, but not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee or the fee of any part of the Premises, and Tenant shall be entitled only to that portion of any award expressly stated to have been made to Tenant for the loss of value and cost of removal of stock, furniture and fixtures owned by Tenant.

SECTION 17 ASSIGNMENT OR SUBLETTING.

- A. Tenant shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein, or sublet said Premises or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Tenant.
- B. Each and every transfer or assignment of this Lease, or any interest therein, shall be null and void, unless the written consent of the Landlord first be obtained thereto.

- C. Consent by landlord to any assignments or transfer of interest under this Lease or subletting of said Premises shall not constitute a release, waiver, or consent to any other assignment, or any part thereof.

SECTION 18 TENANT'S SIGNAGE.

- A. Landlord to allow Tenant, at Tenant's expense, the right to install standard building signs.
- B. It is understood that Tenant's sign plans are subject to approval of the City of Smiths Station.
- C. All signage installed by Tenant shall first be approved by Landlord in writing.

SECTION 19 DEFAULT.

- A. The happening of any one or more of the following listed events (hereafter referred to singly as "Event of Default" and plurally as "Events of Default") shall constitute a breach of this Lease Agreement, or any part thereof:
 - 1. The filing by or on behalf of Tenant of any petition or pleading to declare Tenant bankrupt, or the adjudication in bankruptcy of Tenant under any bankruptcy law or act.
 - 2. The failure of Tenant to regularly, diligently and actively operate the business for which the Premises were leased.
 - 3. The failure of Tenant to pay rent payable under this Lease Agreement and the continued failure to pay same for Five (5) days or more after the maturity of same.
 - 4. The failure of Tenant to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any term or provision thereof.
 - 5. The appointment by any Court or under any law of a Receiver, Trustee, or other Custodian of the property, assets or business of Tenant.
 - 6. The assignment by Tenant of all or any part of its property or assets for the benefits of creditors.
 - 7. The levy of execution attachment or other taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgement, debt or claim.
- B. Upon the happening of any event of Default, Landlord, if it shall elect, may (1) collect each installment of rental hereunder as and when the same matures, (2) terminate the Term of this Lease Agreement without further liability to Tenant hereunder, or (3) terminate Tenant's right to possession and occupancy of the Premises without terminating the Term of this Lease Agreement, and in the event Landlord shall exercise such right of election the same shall be effective as of the date of written notice of Landlord's election given by the latter to Tenant at any time after the date of such Event of Default. Upon termination of the Term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the Premises without terminating the Term thereof to Landlord.
- C. Tenant agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Landlord to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this Lease, or to obtain possession of the leased premises or otherwise to exercise any option or enforce any right given to the Landlord upon default by Tenant of any term, condition, stipulation or obligation of the Lease; and Tenant expressly waives all exemptions secured to Tenant under the laws of the State of Alabama or any State in the United States as against the collection of any debt herein or hereby incurred or secured.

SECTION 20 IDENTITY OF INTEREST.

The execution of this Lease or the performances of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal or agent of partnership or of joint venture and the relationship between them shall be that only of Landlord and Tenant.

SECTION 21 WAIVER.

The failure of the Landlord to insist upon strict performance of any covenants or conditions of this Lease or to execute any option herein conferred in any one or more instances shall not be construed as a waiver of relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

SECTION 22 FURTHER TERMS AND CONDITIONS MADE OF THIS LEASE.

None.

SECTION 23 NO ORAL AGREEMENT BINDING.

This Lease contains the entire agreement between the parties hereto, and neither party is bound by any representation or agreements of any kind except as herein contained.

Witness this our hand and seal this the _____ day of _____, 2019.

CITY OF SMITHS STATION, ALABAMA

LANDLORD

By: _____

Its: Mayor

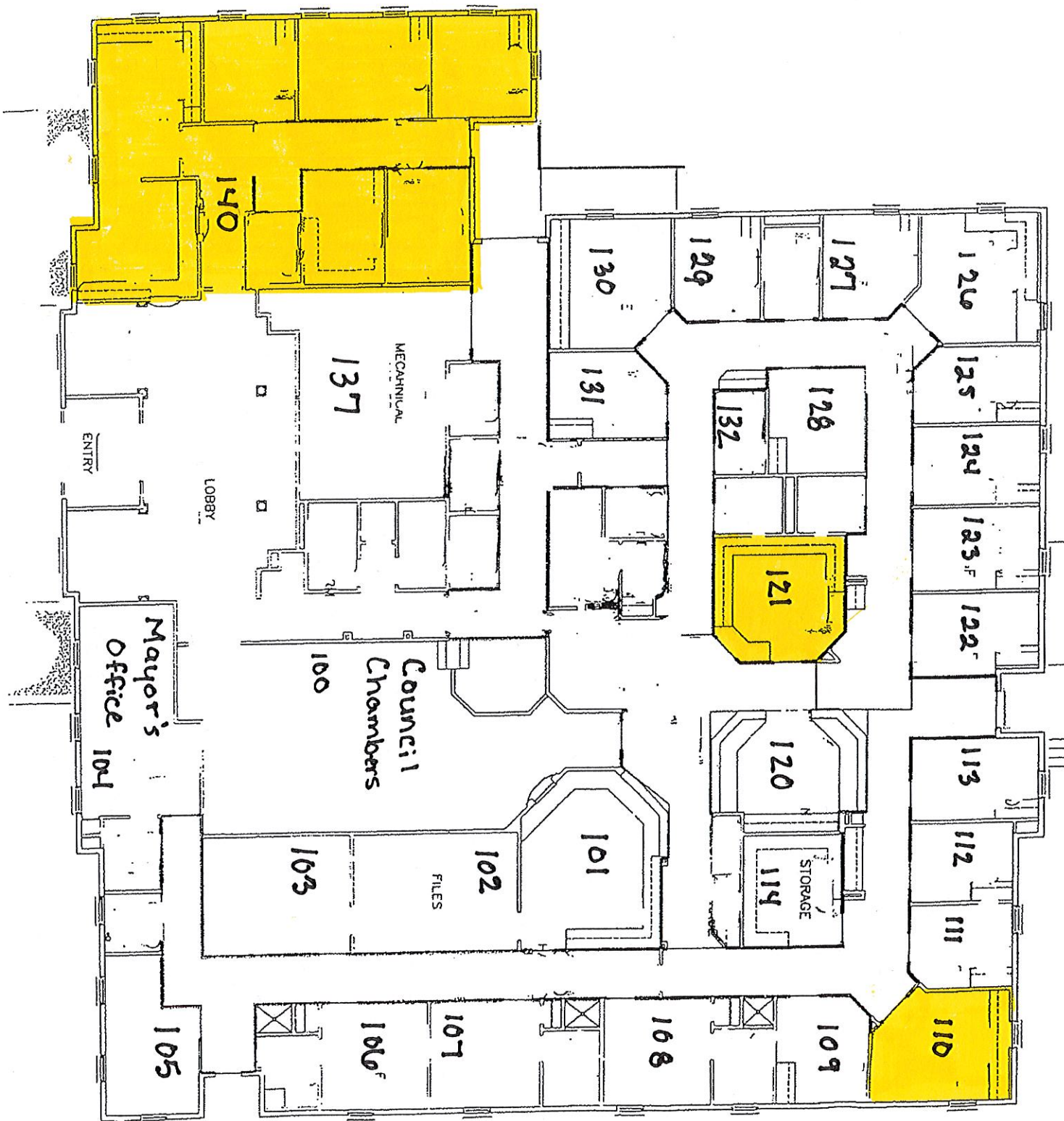
LEE COUNTY COMMISSION, ALABAMA

TENANT

By: _____

Its: Chairman

EXHIBIT A



LEE COUNTY COMMISSION

Chairman

Bill English, *Probate Judge*
Mailing Address:
P.O. Box 666
Opelika, AL 36803-0666
(334) 737-3660 phone
(334) 742-9478 fax
1-855-212-8024
www.leeco.us



Members

Sheila H. Eckman, District 1
Johnny Lawrence, District 2
Gary D. Long, District 3
Robert Ham, District 4
Richard LaGrand, District 5

MEMORANDUM:

TO: County Commission
FROM: Roger Rendleman, County Administrator
DATE: July 29, 2019
SUBJECT: Selection of Legislative Representative - Roger Rendleman

Lee County Commission needs to select our representative for the 2019-2020 ACCA Legislative Committee. Legislative Committee members will be tasked with voicing their county's legislative needs and concerns, helping construct the 2019 County Platform and leading grassroots efforts to aid in the passage of pro-county legislation. ACCA suggests that counties should only nominate their most engaged and enthusiastic representative. We need to submit our Legislative Committee representative by the August 16 deadline.

Requested Action

The County Commission is respectfully requested to select the Lee County representative for the 2019-2020 ACCA Legislative Committee.

Nomination Process: ACCA Legislative Committee

1

Add nominating a representative to your next Commission meeting agenda

2

Make a nominee recommendation at the Commission meeting

3

Take a vote at the Commission meeting
*(*Nominee must receive a majority vote)*

4

Have your Administrator fill out & submit this form by August 16

**For counties with no nominee by August 16, the county's nominee will be appointed by the ACCA Officers.*

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On _____ (date), by majority vote of the
_____ (county) County Commission,
Judge / Chairman / Commissioner (circle one)
_____ (name) was appointed to serve on
the 2019-2020 ACCA Legislative Committee.

Signature _____
County Administrator

*Please return this form to Kenya Howard by email (khoward@alabamacounties.org)
or fax (334-263-7678) before the August 16, 2019, deadline.*

LEE COUNTY ENVIRONMENTAL SERVICES

John McDonald
Director

100 Orr Avenue
P.O Box 4187
Opelika AL 36803-
4187



Lee County, Alabama Est. 1866

Departments Include

Solid Waste
Recycling
Litter Control
Animal Control

MEMORANDUM:

TO: Lee County Commission
FROM: John McDonald, Environmental Services Director
DATE: July 17, 2019
SUBJECT: Contract for Disposal of Solid Waste

It is time again to renew our Contract for Disposal of Solid Waste with Advanced Disposal Services Alabama LLC. We have received the amendment to the contract for the renewal, and the Environmental Services Department is asking that the Commission grant approval for the Chairman to sign the renewal for another three-year term.



**AMENDMENT
TO
CONTRACT FOR DISPOSAL OF SOLID WASTE**

This Amendment to that certain Contract for Disposal of Solid Waste (this "Amendment") is made as of this 29 day of July, 2019, effective as of March 1, 2020 (the "Effective Date") by and between Advanced Disposal Services Alabama, LLC, a Delaware limited liability company (the "Service Provider"), and Lee County, Alabama, a political subdivision of the State of Alabama (hereinafter called the "User").

WITNESSETH:

WHEREAS, pursuant to a Request for Proposals issued by the User in 2014, the Service Provider was awarded and the parties entered into that certain Contract for Disposal of Solid Waste effective as of March 1, 2014. The term of the Contract was previously renewed for another three-year term and continued until February 28, 2020; (collectively the "Contract").

WHEREAS, in accordance with the terms and provisions of the Contract and applicable law, the Service Provider has duly notified the User of its desire to renew the Contract for an additional three-year period for term beginning on March 1, 2020 and continuing until February 28, 2023;

WHEREAS, the User has agreed to such renewal of the term of the Contract and has taken all action necessary pursuant to applicable law or otherwise to authorize such renewal of the term of the Contract and execute and deliver this Amendment;

WHEREAS, in connection with such renewal of the term of the Contract, the parties wish to amend the Contract on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Contract.

Section 2. Amendment. This Amendment shall be deemed to be an amendment to the Contract and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this Amendment are hereby incorporated into the Contract as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof, Buyer and Seller hereby agree that the Contract is hereby amended as follows.

"Notwithstanding anything to the contrary set forth in the Contract or any subsequent amendment thereof, the parties hereto acknowledge and agree that the term of the Contract shall continue until February 28, 2023, which such term may be renewed for additional three-year periods subject to proper notification to the User by the Service Provider as set forth in the Contract."

Section 3. Reference to and Effect upon the Existing Contract

(i). Effectiveness Recitals. This Amendment shall be effective only upon receipt by each of the User and the Service Provider of at least one fully executed copy of this Amendment. Upon the effectiveness of this Amendment, and on and after the date of such effectiveness, each reference in the Contract to "this Agreement", this "Contract", "hereunder", "hereof", "herein", or words of like import, and each reference to the Contract in any other related document shall mean and be a reference to the Contract as amended hereby. The parties agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated into this Amendment by reference.

(ii) Authority. Each party represents and warrants to the other party that (i) this Amendment has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms: (ii) the persons executing this Amendment on behalf of the applicable party has been

authorized and empowered to do so; (iii) each party has fully power and authority to enter into and perform this Amendment in accordance with its terms. The parties acknowledge and agree that this letter agreement shall inure to the benefit of and be enforceable by the parties hereto. The parties signing this Contract on Behalf of the User have been authorized to do so by specific action of the User adopted the ____ day of _____, 2019 in open meeting and of record in its official minutes.

(iii) **Ratification and Confirmation Generally.** Except as specifically amended above, the Contract shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.

(iv) **Reaffirmation of Representations, Covenants, Etc.** Each of the parties hereby reaffirms to the other parties each of the representations, warranties, covenants and agreements set forth in the Contract with the same force and effect as if each were fully restated herein and made as of the date hereof, except to the extent that any such representations or warranties relate to a specific prior date or period. Each party further affirms, represents and agrees that, as of the date hereof, such party has no counterclaims, defenses or offsets whatsoever to the Contract.

Section 4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 5. **Counterparts.** This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 6. **Headings.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 7. **Successors and Assigns.** This Amendment shall be binding upon Operator and Hauler and their respective successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

**ADVANCED DISPOSAL SERVICES ALABAMA,
LLC**

By: _____

Name: _____

Title: _____

Attest: _____

LEE COUNTY, ALABAMA

By: _____

Name: _____

Title: _____

Attest: _____