

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JAN. 26, 2026

The Lee County Commission convened in regular session at the Courthouse in Opelika, Alabama, on Monday, Jan. 26, 2026, at 5:00 p.m. The Pledge of Allegiance was recited, followed by the invocation by Commissioner LaGrand.

Chairman Judge Jere Colley declared a quorum and officially opened the meeting with the following members recorded as being present: Commissioners Doug Cannon, Ross Morris, Jeff Drury, Tony Langley, and Richard LaGrand.

John Sophocleus presented a complaint regarding fraudulent billing and requested the county to get out of the garbage business and reopen dumpsters full-time.

Lance Farrar discussed issues with public records requests and asked to be placed on the agenda.

Lisa Bland discussed issues with the dumpster for her business as well as concerns with animal control.

Harold Whatley discussed expansion of animal control to address issues within the county.

Gary Smith spoke on issues with the ambulance service as well as trash concerns.

Judge Colley recognized the elected officials in attendance: Sheriff Jay Jones and Coroner Daniel Sexton. News media in attendance included: Alex Husting with Opelika-Auburn News.

During presentations, the Smiths Station Flag Football Team and the Loachapoka High School Varsity Football Team were recognized for their recent accomplishments. The Smiths Station Flag Football Team reached the semi-finals of the AHSAA playoffs and recorded 69 touchdowns, exceeding the national average of 44. Representatives from Smiths Station High School included Brooke Norred, Junior Quarterback; Hayden Suggs, Senior Defensive back/Wide Receiver; Korbyn Missildine, Senior Wide Receiver; Lindsey Mounts, Sophomore Wide Receiver; and Head Coach Michael King. The Loachapoka High School Varsity Football Team reached round two of the state playoffs, finished 3rd for 2A Region 4 and earned a top-10 team record of most points scored in a game with 58 against Central Coosa. Representatives from Loachapoka High School included Seniors Mitchell Chenier, Middle Linebacker and Tackle; Quintez Cooks, Wide Receiver and Free Safety; Zicarrion Menefield, Wide Receiver and Outside Linebacker; and Head Coach Branden Hall.

Copies of the items on the Consent Agenda sent to the Commissioners in their packets included: listings of claims to be approved and ratified, procurement card transactions listing, and a copy of the minutes from Jan. 12, 2026. In addition, an announcement was made of an opening on the Smiths Station Fire Protection District Board. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve the consent agenda. The motion carried unanimously. See attachment.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JAN. 26, 2026

County Engineer Justin Hardee presented for approval the preliminary plat for the Magnolia Estates, Phase II subdivision located adjacent to Lee Road 175. The subdivision, which creates 51 lots, meets the minimum requirements of the Lee County Subdivision Regulations. Commissioner LaGrand made a motion, seconded by Commissioner Langley to approve the preliminary plat for Magnolia Estates, Phase II. The motion carried unanimously. See attachment.

Environmental Services Director John McDonald requested Judge Colley to open the public hearing for the proposed Lee County Solid Waste Management Plan. He stated no action would be taken and comments would be evaluated and incorporated into revisions as appropriate. Mr. Eric Sanderson with consultant Three-Notch Group read a statement with Judge Colley opening the hearing at 5:30 p.m. Judge Colley stated all comments would be limited to 3 minutes per Commission Policy. Citizen comments included:

Lance Farrar presented research conducted regarding the history of the ADSI/Meridian contracts with the county,

Harold Whatley questioned the amount charged for garbage fees and the effectiveness of the SWMP.

Peter Byrd questioned the lack of competitive bids and terms within the ADSI/Meridian contract.

John Sophocleus discussed concerns with garbage billing and stated the county needed to get out of the garbage business.

The public hearing was closed at 5:43 p.m. See attachment.

Sheriff Jones presented a Special Events Retail license application for Premium Pours for a one-day event to be held at Springvilla Lodge on Saturday, Feb. 21. Commissioner LaGrand made a motion, seconded by Commissioner Cannon to approve the ABC Special Events License for Premium Pours. The motion carried unanimously. See attachment.

BE IT RESOLVED, the Lee County Commission hereby approves the special events retail license for Premium Pours for a one-day event to be held at Springvilla Lodge on Saturday, Feb. 21, located at 1847 Springvilla Road, Opelika, Alabama.

COO Blake Beck presented the Smiths Station Annex Land Lease Agreement. He stated the \$1 per-year, 30-year agreement is the first step in the process for a future Smiths Station Annex. Commissioner Drury made a motion, seconded by Commissioner Morris to approve the Smiths Station Annex Land Lease Agreement. The motion carried unanimously. See attachment.

Mr. Beck presented a Parks budget adjustment request for \$105,432.54 to allow for the purchase of field maintenance equipment. He stated the equipment would allow for services currently contracted out to be performed instead by Parks staff. Commissioner LaGrand asked if the equipment could be purchased for less than the amounts listed with Mr. Beck stating they will be purchased from the State bid list and are the lowest amounts available. Commissioner Cannon made a motion, seconded by Commissioner Morris to approve the Parks budget adjustment request. The motion carried on a 4-1 vote with Commissioner LaGrand voting against. See attachment.

MINUTES OF THE LEE COUNTY COMMISSION, REGULAR TERM, JAN. 26, 2026

Mr. Hardee presented for approval the final plat for the Morales subdivision located adjacent to Lee Roads 166 and 401. The subdivision, which creates 3 lots, meets the minimum requirements of the Lee County Subdivision Regulations. Commissioner Langley made a motion, seconded by Commissioner Drury to approve the final plat for the Morales Subdivision. The motion carried unanimously. See attachment.

Mr. Hardee presented for approval the final plat for the Sweet Home Estates, Phase I subdivision located adjacent to Lee Road 158. The subdivision, which creates 4 lots, meets the minimum requirements of the Lee County Subdivision Regulations. Commissioner Langley made a motion, seconded by Commissioner LaGrand to approve the final plat Sweet Home Estates, Phase I. The motion carried unanimously. See attachment.

Mr. Hardee presented the Federal Aid Agreement for the resurfacing of Lee Road 427. He stated funds for the 1.8-mile project come from the Columbus-Phenix City MPO at an 80%-20% match. The estimated total project cost is \$993,600 with the county's portion estimated at \$197,720. He requested approval of the agreement with the project coming back before the Commission once bids have been received by ALDOT. Commissioner Drury made a motion, seconded by Commissioner Langley to approve the Federal Aid Agreement for resurfacing Lee Road 427. The motion carried unanimously. See attachment.

At approximately 5:50 p.m., Commissioner Drury made a motion, seconded by Commissioner Morris, to adjourn. The motion carried unanimously.

LEE COUNTY COMMISSION
INVOICES FOR COMMISSION APPROVAL
January 26, 2026

Approval 01-26-2026			
<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
Opelika Power Services	Electricity/600 S 7th St Ste 1, 2 & 3, var. county facilities	\$1,187.02	Agricultural Building
Opelika Water	Water & sewer/Ag Center/600 S 7th Street/FSA	\$212.42	Agricultural Building
Spire	Gas service/600 S 7th Street/FDA USDA	\$99.51	Agricultural Building
Lee County Dept of Human Resources	FY2026 Appropriation	\$4,725.00	Appropriations
Lee County Firefighters Association	FY2026 Appropriation	\$26,000.00	Appropriations
Auburn Water Works Board	Water and Fire Line/1266 Mall Parkway	\$148.97	Auburn Satellite
Alabama Office Supply Co	1- At a Glance Wall Calendar/BOR	\$26.28	Board of Registrars
ACCA Liability Self-Insurance Fund	Liability deductible/Claim#4100250055/D Miller	\$100.00	Building Inspection
Opelika Power Services	Electricity-various county facilities	\$508.53	Building Maintenance
Kemp & Sons Printing	Q2 Statements & Envelopes/Comm. Billing Office	\$4,487.32	Commission Billing Offi
Alexander Hyde Law Firm LLC	Professional Fees and Services; General Employment- Commission/Dec 2025	\$5,670.00	Commission Office
Alexander Hyde Law Firm LLC	Professional Services; December 2025	\$0.00	Commission Office
U. S. Postal Service (Quadiant-POC)	Postage for Mail Machine	\$5,000.00	Commission Office
Glover Tire Service	Repair Leaking Tire & Replace TPMS Sensor/Coroner #1	\$100.87	Coroners Office
Opelika Ford	Oil Change; VIN E25688/Coroner	\$116.75	Coroners Office
Advanced Asphalt Products, LLC	60 Tons- High Performance Cold Mix Asphalt	\$6,180.00	County-Wide Roads
Martin Marietta Materials	Stone Material/Sheriff's Dept. Rifle Range; Eng Fac., LR	\$6,666.00	County-Wide Roads
Omni Fleet Services	Outside Repairs (Replace Turbo) for Water Truck #21584	\$10,395.06	County-Wide Roads
Opelika True Value	1- Bar, 1- Chain for Bent Pole Saw/Hwy	\$89.72	County-Wide Roads
Ready Mix USA	6 YD Concrete for LR 2095, LR 309 and LR 963	\$1,267.96	County-Wide Roads
Tallapoosa River Electric Cooperative	Electricity/Permanent Roads, Caution light at LR 270 &	\$92.36	County-Wide Roads
TRP Parts Opelika/Auburn	Hwy Unit 1 Flat Dump #03794; Pump & Hoses	\$2,439.62	County-Wide Roads
Vulcan Construction Materials, LLC	2- DOT 78 for Lee Road 110 (Paved)	\$1,489.44	County-Wide Roads
Vulcan Inc.	15- 48x24 Hazard Board	\$981.60	County-Wide Roads
Opelika Power Services	Electricity-various county facilities	\$197.57	Courthouse
Opelika Water	water service/204 S 10th Street/CH	\$476.34	Courthouse
Waste Management of AL-East	Disposal services/215 S 9th Street/INV4607213-2572-4	\$973.24	Courthouse

Approval 01-26-2026			
Vendor name	Description	Amount	Department
Trane U.S. Inc.	60% of Completion; Replace RTU-4 at DHR	\$33,127.80	DHR Building
Martin Marietta Materials	Stone Material/LR 649 (Dirt) Project #0649	\$45,691.80	Dirt Road Paving
Parker Grassing, Inc.	219- Bales of Hay/LR 649 (Paved) Project #0649	\$1,478.25	Dirt Road Paving
Opelika Power Services	Electricity-various county facilities	\$62.14	Emergency Management
Fletcher Oil Company	Fuel/SO- Bid No. 2024-13	\$3,135.06	Fuel Inventory
Petroleum Traders Corporation	Fuel/SO & Hwy	\$22,638.28	Fuel Inventory
East Alabama Telephone	Install 4 Data Jacks @ Hwy Complex & JC	\$600.00	Highway Complex
Deer Oaks EAP Services, LLC	452- Employee Assistance Program/January 2026	\$854.28	Insurance
East Alabama Telephone	Install 4 Data Jacks @ Hwy Complex & JC	\$200.00	Justice Center
Mike Bennett Signs	2- 9x12 Brass Name Plates w/ VHB Tape on Back/JC	\$45.00	Justice Center
Opelika Power Services	Electricity-various county facilities	\$32,767.92	Justice Center
Waste Management of AL-East	Disposal services/2311 Gateway Drive/INV4607212-2572-6	\$276.40	Justice Center
East Alabama Telephone	Wiring for ISD at Orr Avenue	\$3,800.00	Orr Avenue
Opelika Power Services	Electricity-various county facilities	\$1,083.50	Orr Avenue
B & B Tire Landfill, Inc.	2- 8 Ton Load	\$1,000.00	Recycling Program
Cintas Corporation	Uniform Rentals/SW & Recycling	\$49.61	Recycling Program
Knox Pest Control	Pest Control: 801 Williamson Ave Opelika, AL/Jan 2026	\$26.00	Recycling Program
Alexander Hyde Law Firm LLC	Professional Fees; General Employment-LCSO/Dec 2025	\$750.00	Sheriffs Office
Flock Group Inc	8-ea Flock License Plate Readers	\$20,000.00	Sheriffs Office
Junior Davis & Associates, Inc.	788-Too Good for Drugs T-Shirts-Various Sizes	\$4,683.08	Sheriffs Office
Leadsonline	Renewal CellHawk Subscription-Tier 3-Unlimited Storage	\$5,564.00	Sheriffs Office
Glover Tire Service, Inc.	4- Tires + Fuel Injection Flush Cleaning Service, 1 tire Unit	\$899.63	Sheriffs Office
Opelika Power Services	Electricity/610 Magazine Ave, various county facilities	\$853.11	Sheriffs Office
Cintas Corporation	Uniform Rentals/SW & Recycling	\$119.56	Solid Waste Removal
Four Star FreightLiner (FSF)	Outside Repair for Boom Truck #C9845	\$8,925.38	Solid Waste Removal
Samsara Inc	4- Addtl Cameras & GPS Surveillance for SW Trucks	\$900.10	Solid Waste Removal
Tallapoosa River Electric Cooperative	Electricity/Lee Rd 275 (Dump Site)	\$250.53	Solid Waste Removal
TRP Parts Opelika/Auburn	Transmission Temp. Switch/SW Rolloff #15379	\$80.87	Solid Waste Removal
Opelika Power Services	Electricity-various county facilities	\$1,020.13	Training Center
	TOTAL FOR COMMISSION APPROVAL	\$270,514.01	

LEE COUNTY COMMISSION
Blackbaud P-Card Transactions
01-08-2026 to 01-21-2026

Blackbaud P-Card

01-08-2026 to 01-21-2026

<u>Date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/9/2026	Verizon Wireless	Solid Waste Verizon Bill	\$173.30	Animal Control
1/9/2026	T-Mobile	Cellular and Broadband Service	\$178.50	Appraisal Update
1/9/2026	Verizon Wireless	Commission Verizon Bill (9/2-10/1/2025)	\$40.01	Appraisal Update
1/12/2026	Cook's Pest Control	Quarterly termite & monthly pest contract agreement	\$222.50	Argricultural Building
1/8/2026	A-COM Integrated Solutions	Quarterly monitoring contract agreement	\$243.90	Auburn Satellite
1/12/2026	Cook's Pest Control	Monthly pest control & qtrly termite contract agreement	\$232.50	Auburn Satellite
1/12/2026	Cook's Pest Control	Quarterly termite contract agreement	\$0.00	Auburn Satellite
1/12/2026	Cook's Pest Control	Monthly pest control contract agreement Beauregard Park	\$100.00	Beauregard Rec
1/14/2026	Cook's Pest Control	Monthly pest control contract agreement	\$50.00	Beulah Rec
1/12/2026	Cook's Pest Control	Quarterly termite contract & monthly pest agreement	\$173.75	Beulah Senior Center
1/9/2026	T-Mobile	GeoTab/Various Depts	\$116.85	Building Inspection
1/9/2026	Verizon Wireless	Building Inspection Verizon Bill	\$580.95	Building Inspection
1/14/2026	A-COM Integrated Solutions	Quarterly monitoring contract agreement	\$192.00	Building Maintenance
1/20/2026	Custom Trucks Unlimited	(2) step bars for mechanic trucks	\$894.04	Building Maintenance
1/20/2026	Interstate Electrical Supply	Wire basket for JC,Diag pliers for mechanic	\$71.42	Building Maintenance
1/8/2026	Kiwi Carwash	Wash maintenance truck M-1	\$15.00	Building Maintenance
1/12/2026	Lowe's Home Improvement	Concrete drill bits and closet rod for Judge Hughes	\$17.16	Building Maintenance
1/8/2026	Office Depot	3- calendars, 2pk pens	\$64.45	Building Maintenance
1/8/2026	Sam's Club	10pk-water, 9-sweet teas, to-go containers-employee appreciation lucheon	\$42.80	Building Maintenance
1/9/2026	Spectrum	Monthly Internet - BGM	\$219.99	Building Maintenance
1/9/2026	T-Mobile	GeoTab/Various Depts	\$67.65	Building Maintenance
1/8/2026	Universal Chemical LLC	Penetrating oil, coil cleaner, disinfectant, butyl cleaner	\$1,262.02	Building Maintenance
1/9/2026	Verizon Wireless	Maintenance Verizon Bill	\$391.88	Building Maintenance
1/9/2026	Remarkable AS	Connect Subscription	\$3.26	Commission Billing Office
1/9/2026	T-Mobile	GeoTab/Various Depts	\$30.75	Commission Billing Office
1/20/2026	USIO, Inc.	Credit Card Terminal for New Software for Billing	\$290.81	Commission Billing Office
1/8/2026	AL City/County Mgmt Assoc (ACCMA)	Registration-2026 ACCMA Winter Conference Jan 21-23-APadgett	\$260.00	Commission Office
		8-desk calendars, 1- file folder label, 2- hanging files, 1- cardstock, 6pk letter openers, (1) 10pk paper clips, (1) 4pc expanding file folder, step ladder, 2pk air sanitizer spray		
1/9/2026	Amazon.com		\$236.52	Commission Office
1/8/2026	Dollar Tree Store	10-vases, 35-table covers-employee appreciation lunch	\$73.75	Commission Office
1/8/2026	ODP Business Solutions, LLC	1- Desktop organizer,1-hanging folder frame, pencil cup, 36pk AA batteries	\$84.52	Commission Office
1/8/2026	Opelika-Auburn	Monthly digital news subscription-2 months	\$67.98	Commission Office
1/20/2026	Postmaster	Postage fees-certified letter	\$11.06	Commission Office
1/9/2026	Remarkable AS	Connect Subscription	\$16.29	Commission Office
		10pk- water, 9- sweet teas, to-go containers, napkins, soho cups, 2-28 pks water, 3-bgs candy kisses-employee appreciation luncheon		
1/8/2026	Sam's Club		\$147.58	Commission Office
1/8/2026	Sembly AL, Inc.	Meeting Minutes Software Usage-12/13/2025-1/13/2026	\$15.00	Commission Office
1/9/2026	SHRM Alabama State Council	Annual membership-LRuffin	\$374.25	Commission Office
1/9/2026	Society for Human Resource Mgmt	Dues/Dual Membership-East AL SHRM for HLeverette	\$449.00	Commission Office
1/9/2026	T-Mobile	GeoTab/Various Depts	\$30.75	Commission Office
1/9/2026	Verizon Wireless	Commission Verizon Bill (9/2-10/1/2025)	\$205.69	Commission Office

Blackbaud P-Card				
01-08-2026 to 01-21-2026				
<u>Date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/8/2026	Wal-Mart Community	tea & lemonade for employee luncheon	\$23.94	Commission Office
1/9/2026	Zoom Video Communication, Inc	Zoom Workplace Pro Annual for HR	\$159.90	Commission Office
1/20/2026	Home Depot	Tire Pump for Flat Tires	\$32.98	Coroner Transport
1/9/2026	Amazon.com	SFP+ cable	\$9.99	Coroners Office
1/20/2026	Home Depot	1 Bottle Furniture Cleaner/ 2 packs screws	\$31.04	Coroners Office
1/20/2026	Kiwi Carwash	Carwash for Bronco #1 for Coroner Office	\$38.23	Coroners Office
1/20/2026	Legal & Liability Risk Management Inst	Documenting the Death Scene: Murder, Suicide, Accident Training	\$150.00	Coroners Office
1/9/2026	Pirate Ship LLC	Shipment to ADFS Hoover Lab - Evidence	\$7.04	Coroners Office
1/9/2026	Thomson Reuters	CLEAR for Government (Software)	\$220.00	Coroners Office
1/20/2026	Timus Networks, Inc	Monthly Security Software/Coroner's Office (VPN)	\$96.00	Coroners Office
1/8/2026	Advance Auto Parts	Hwy Eng Truck#88321 / power window switch	\$87.30	County Engineers
1/8/2026	Amazon.com	4- Coolers and 1- Roll of Disposable Tablecloths, Laminating Sheets for Annual Christmas Luncheon	\$292.67	County Engineers
1/8/2026	Hobby Lobby	Wrapping Paper for Annual Christmas Luncheon	\$2.99	County Engineers
1/9/2026	Kroger	Candy Canes, Unsweet Tea, and Salad Dressing for Annual Christmas Luncheon.	\$44.37	County Engineers
1/14/2026	Lowe's Home Improvement	Herbicide / trash can, tape measure and gloves	\$43.46	County Engineers
1/9/2026	Office Depot	8- 2026 Desk Calendars for Engineering Employees	\$36.00	County Engineers
1/8/2026	O'Reilly Auto Parts	Truck#08739/ front-rear brake pads, gas cap, wheel lug nut and studs	\$191.02	County Engineers
1/20/2026	Precision Glass Company	Hwy ENG Truck#48838 / front and rear window	\$778.00	County Engineers
1/9/2026	Sam's Club	Salad, ranch dressing, sweet tea, plates, napkins, rolls, & cutlery for the Annual Christmas Luncheon	\$224.61	County Engineers
1/9/2026	T-Mobile	GeoTab/Various Depts	\$1,707.65	County Engineers
1/9/2026	Verizon Wireless	Highway Verizon Bill	\$714.95	County Engineers
1/9/2026	Wal-Mart Community	Tablecloths for Annual Christmas Luncheon	\$49.60	County Engineers
1/20/2026	Advance Auto Parts	Hwy Shop Truck#14168/ belt tensioner	\$61.69	County Shop
1/8/2026	Amazon.com	Hwy Shop Fuel Truck#68564 / 4- strobe lights	\$126.28	County Shop
1/14/2026	Gray Manufacturing Co.	Hwy Shop/ transmission jack cylinder	\$601.07	County Shop
1/8/2026	H&E Steel, Welding & Industrial Supply	Hwy Shop Fork Lifts/ propane tanks refill	\$117.00	County Shop
1/20/2026	Harbor Freight Tools	Shop tools/ floor creepers, code reader, disconnect tool	\$173.96	County Shop
1/8/2026	Hill Manufacturing, Inc.	Hwy all depts/ shop towels and degreaser	\$508.68	County Shop
1/20/2026	K & B Oil Supply	Hwy Shop /55 gal drum	\$51.75	County Shop
1/9/2026	Lowe's Home Improvement	Hwy Shop / space heater	\$39.98	County Shop
1/9/2026	Office Depot	4- 2026 Desk Calendars/Eng, Shop, Hwy Supervisor, ink cartridges , pens and note pads	\$203.26	County Shop
1/8/2026	O'Reilly Auto Parts	AAA Batteries and wire brushes, Truck#44974 & Truck#43616 / battery replace, Truck# 14168 / drive belt	\$427.60	County Shop
1/8/2026	Share Corporation	Hwy all Dept/ spray grease, brake cleaner, degreasers	\$801.35	County Shop
1/20/2026	Uline	Hwy all Dept / leather and rubber gloves	\$198.33	County Shop
1/9/2026	Verizon Wireless	Highway Verizon Bill	\$185.50	County Shop
1/8/2026	Amazon.com	Hwy Unit 2 / radio batteries and charger	\$67.18	County-Wide Roads
1/8/2026	Complete Tire & Service	Dump Trucks/mount spare tires, Trk#15946-1 tire, Trk# 44967 mount 4 tires and alignment	\$1,014.51	County-Wide Roads
1/8/2026	Dorn's Auto Parts	Dump Truck#61727 / wiring kit, Road Widener#00323 / glass fuse	\$84.12	County-Wide Roads
1/9/2026	Harbor Freight Tools	Pliers, Level, 5 Gallon Bucket/Patching Crew	\$40.96	County-Wide Roads
1/8/2026	K & B Oil Supply	Hwy all Depts / 5W-30 55gal drum	\$592.02	County-Wide Roads

Blackbaud P-Card				
01-08-2026 to 01-21-2026				
<u>Date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/9/2026	Lowe's Home Improvement	2-Tool Sets, tank spray, all depts work gloves, tape meas.	\$274.90	County-Wide Roads
1/9/2026	Office Depot	4- 2026 Desk Calendars/Eng. Shop. Hwy Supervisor	\$4.00	County-Wide Roads
1/8/2026	Opelika Bolt & Screw, Inc.	Nuts and bolts for signs	\$112.50	County-Wide Roads
1/8/2026	Opelika True Value	1- 17" Level	\$77.99	County-Wide Roads
1/8/2026	O'Reilly Auto Parts	Restock headlight blubs, air & oil filters, Trk#63209 battery, Trk#21577 2-wiper blades	\$397.69	County-Wide Roads
1/8/2026	Pro Chem, Incorporated	Hwy All Units/Glass Cleaner, Alumni Cleaner, Ant Spray	\$605.91	County-Wide Roads
1/9/2026	SunSouth LLC	John Deere Tractors/ hood shocks & hanger assemblies, Tractor #59985/software update	\$2,465.01	County-Wide Roads
1/8/2026	Thompson Tractor Company, Inc.	Road Wider#00323/ belt bid assembly, joystick control, Dozier #00481 Track assembly, Excavator#0926/ filter service kit, Motorgrader#00898/ cooling fan wiring harness, all motorgraders/wear strips and end plates	\$21,972.68	County-Wide Roads
1/8/2026	Tractor & Equipment Company	Gradall#H5538 / joystick controller, Excavator#00926 / cutting teeth, Truck#96641/ lid seal and gasket	\$1,508.40	County-Wide Roads
1/9/2026	Uline	Hwy all dept / rubber and leather gloves	\$198.16	County-Wide Roads
1/9/2026	Verizon Wireless	Highway Verizon Bill	\$327.11	County-Wide Roads
1/8/2026	Winzer Corporation	Hwy all Depts / restock bolts, nuts, fuses, washers	\$414.27	County-Wide Roads
1/12/2026	American Lock & Key, Inc.	Key blanks and rekey Court House locks	\$7,101.75	Courthouse
1/14/2026	Cook's Pest Control	Monthly pest control contract agreement Courthouse	\$161.00	Courthouse
1/14/2026	Fuller Fire & Safety Equipment Inc.	Repair on Court House sprinkler system	\$1,040.00	Courthouse
1/12/2026	Harris Security Systems, Inc.	Fire alarm contract monitoring agreement Courthouse	\$206.85	Courthouse
1/20/2026	Lowe's Home Improvement	2- Ladders, board and caulk for doors at courthouse	\$281.94	Courthouse
1/8/2026	Sign World Inc.	Signs for Elevators and hallway	\$185.00	Courthouse
1/8/2026	Winston Smith T Company Inc.	Hex nuts for CH banners	\$6.19	Courthouse
1/8/2026	Wittichen Supply Company	Thermostats for CH	\$296.63	Courthouse
1/14/2026	A-COM Integrated Solutions	Quarterly monitoring contract agreement	\$346.50	DHR Building
1/12/2026	Cook's Pest Control	Quarterly termite contract agreement	\$195.00	DHR Building
1/8/2026	McCoy Fire & Safety, Inc.	Monthly fire alarm monitoring agreement-2 months	\$80.00	DHR Building
1/9/2026	Glover Tire Service, Inc.	Oil Change, Oil Filter WhiteF250	\$131.41	Emergency Management
1/8/2026	Amazon.com	(8) Webbed Recovery Straps, (2) Six-Way Multi Unit Charger, Coffee 33.7 Oz (6 pk), 12- Work Gloves, Mobile Monitor 27" Pixcase with 4hr battery, Keyboard/Mouse Combinations (3), Highlighters - Multi Pack	\$1,562.03	Emergency Management
1/20/2026	Amazon.com	6pk Pens, (3) 24pk Sticky Notes, (3) 6pk Pen Cups, Portable Battery Powered Monitor w case and Stand, Beverage Refrigerator Cooler, 3.2 Cu, ReMarkable Notepad Tablet, 2-Mobile Standing Whiteboard, Colored Masking Tape, Laminating Sheets	\$2,453.05	Emergency Management
1/9/2026	American Heart Association	2025 BLS Instructor Videos and Manuals	\$166.21	Emergency Management
1/20/2026	Dorn's Auto Parts	Oil Dri (28)	\$378.00	Emergency Management
1/9/2026	Firstnet	EMA Internet and Mifi Devices	\$696.91	Emergency Management
1/9/2026	Harbor Freight Tools	21in,15in,31in - Tie Downs, terminal set, motor oil	\$110.39	Emergency Management
1/9/2026	Home Depot	Industrial 3 Tier Shelving (2), Steel Tote Rack (2) 27Gal Tote (18), 5 Tier Shelf (1) ** \$328 Refunded; (1) Steel Tote Rack Returned, (1) 5 Tier Shelf	\$1,098.12	Emergency Management
1/9/2026	Home Depot	Refrigerator, safety hasp (\$379 Reimbursed expense-Friends of Beulah), 14' pro floor scraper, hustly 3-tier shelving, 10-storage totes, shovels, sprayers, simple green disinfectant	\$1,026.03	Emergency Management
1/20/2026	LTA Projects	2 Inflatable Lights (8ft)	\$1,545.00	Emergency Management

Blackbaud P-Card				
01-08-2026 to 01-21-2026				
<u>Date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/8/2026	Marriott Hotels & Resorts	ACCA Legislative Conf - R Smith Hotel Room	\$478.40	Emergency Management
1/9/2026	Point Broadband	EMA Phone/Internet	\$92.28	Emergency Management
1/20/2026	Prime Spill Response, LLC	1 Pallet- 20lb Bag Spill Tackle, 2cs- Pads, 1cs- Poly Socks	\$1,485.00	Emergency Management
1/8/2026	Raptor Technologies, LLC	Volunteer Management and Screening Software	\$3,628.71	Emergency Management
1/8/2026	Shell Oil Products	Fuel - ACCA Legislative Conf 2025 - R Smith	\$38.52	Emergency Management
1/9/2026	Tallapoosa River Electric Cooperative	EMA Weather Siren Electricity	\$159.30	Emergency Management
1/8/2026	Texaco	Fuel - ACCA Leg Conf 2025 - R Smith	\$42.32	Emergency Management
1/9/2026	T-Mobile	GeoTab/Various Depts	\$141.45	Emergency Management
1/9/2026	Tractor Supply Co.	Diesel Fuel Additive (5)	\$69.95	Emergency Management
1/9/2026	Verizon Wireless	EMA Verizon Bill (9/2-10/1/2025), EMA Telephones - Deployable Kit(s)	\$779.78	Emergency Management
1/20/2026	Youtube TV	Youtube TV Subscription EMA	\$82.99	Emergency Management
1/20/2026	Auburn Winnelson Co	Water heater, valve for sink at Eng bldg	\$389.82	Highway Complex
1/14/2026	Cook's Pest Control	Monthly pest control contract agreement	\$405.00	Highway Complex
1/20/2026	Lowe's Home Improvement	Drain fittings for sink at engineering bldg	\$21.10	Highway Complex
1/8/2026	Amazon.com	2- Laptop Privacy Screens	\$17.98	Information Services
1/9/2026	Computer Discount Warehouse	NinjaOne Advanced Pro Software Renewal + Ticketing	\$13,920.00	Information Services
1/9/2026	FastSpring	SMTP2GO	\$3.00	Information Services
1/9/2026	Remarkable AS	Connect Subscription	\$10.07	Information Services
1/9/2026	T-Mobile	GeoTab/Various Depts	\$30.75	Information Services
1/9/2026	T-Mobile	Cellular and Broadband Service	\$151.91	Information Services
1/9/2026	Verizon Wireless	Commission Verizon Bill (9/2-10/1/2025)	\$91.30	Information Services
1/9/2026	Alabama Board of Nursing	Nursing Application/Renewal for Nurse Chiquita Core	\$103.50	Jail
1/9/2026	Alabama Office Supply Co	10-cs copy paper for Jail	\$449.50	Jail
1/20/2026	American Detention Service LLC	Metering valves for jail sinks and showers	\$7,636.50	Jail
1/20/2026	American Diagnostic SRVS (MobilexUSA)	EKG and xray for inmate	\$735.00	Jail
1/20/2026	Auburn Winnelson Co	Mixing valve for hot water in jail	\$926.79	Jail
1/8/2026	East Alabama Ear Nose and Throat PC	Medical Services for Inmate	\$763.00	Jail
1/9/2026	East Alabama Health Care Authority	Medical Care for Inmates	\$1,432.80	Jail
1/20/2026	Emergency Transport System E AL	Medical Transport for inmate	\$332.80	Jail
1/9/2026	FastSpring	SMTP2GO	\$3.00	Jail
1/8/2026	IHS Pharmacy	Medication for State Inmates; Nov 2025	\$776.36	Jail
1/9/2026	Lee Obstetrics & Gynecology	Medical Care for Inmate Plunkett, Jessica	\$115.00	Jail
1/9/2026	McKesson Medical-Surgical	1cs Tylenol, 10- Selenium Sulfide, 5bx Lancets, 4- Thumb Splint, 1bx Toenail Clipper, 6bx Ibuprofen, 1cs Alcohol Pad, medical supplies	\$1,603.08	Jail
1/20/2026	McKesson Medical-Surgical	10- Miconazole Cream, 10- Antifungal Cream, 10- Hydrocort Cream, 12- Hibiclens, 6bt Hemorrhoidal Oint., 8- Selenium Sulfide	\$261.33	Jail
1/8/2026	ODP Business Solutions, LLC	9bx Manila Envelopes, 8bx Fasteners, (10) 100pk index cards, 2pk sticky notes for Booking, 4-bx metal file frame for file cabinet, 1pk card stock paper, 2pk permanent markers	\$338.47	Jail
1/9/2026	Office Depot	3-fasteners for Booking/Jail	\$57.85	Jail
1/8/2026	Pinnacle Cardiovascular Associates	Medical Care for Inmate Fields, Charles	\$136.80	Jail
1/12/2026	Roto Rooter Sewer & Drain Cleaning	Pump out Holding Tanks at JC 12/16 & 12/17, Unstop sink (JC), Snaked	\$250.00	Jail
1/9/2026	Scalefusion Inc.	10-scalefusion license for Nurse devices/Jail	\$420.00	Jail
1/14/2026	Sentry Security Fasteners, Inc	21 jail door keys + freight	\$1,340.00	Jail
1/8/2026	Stericycle, Inc.	Professional Services for Medical Waste	\$100.17	Jail
1/20/2026	Stericycle, Inc.	Medical waste disposal	\$100.17	Jail

Blackbaud P-Card				
01-08-2026 to 01-21-2026				
<u>Date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	The Orthopaedic Clinic PC	Medical care for inmate	\$85.00	Jail
1/8/2026	Wade Cleaners	Dry Cleaning Services for Uniform Rent	\$26.80	Jail
1/9/2026	Wal-Mart Community	Hearing Aid Batteries, Accu Check Batteries, Scissors, Nutritional Drink, diabetic test strips, medical supplies	\$499.51	Jail
1/8/2026	American Lock & Key, Inc.	Rekey 12 locks for JC, 3-Sgt Ofc/Entry Mortise Locks, rekey R cylinder locks	\$494.00	Justice Center
1/12/2026	Cook's Pest Control	Quarterly termite contract agreement & monthly pest	\$1,562.50	Justice Center
1/12/2026	Garratt-Callahan Company	Chemical for cooling tower, chillers, piping system	\$8,748.00	Justice Center
1/20/2026	Interstate Electrical Supply	Wire basket for JC, Diag pliers for mechanic	\$1,051.22	Justice Center
1/12/2026	Lowe's Home Improvement	Concrete drill bits and closet rod for Judge Hughes	\$14.35	Justice Center
1/12/2026	Mowrey Elevator Co of Fl Inc	Monthly maintenance contract agreement JC	\$123.81	Justice Center
1/12/2026	PowerSecure Service, Inc	Generator maintenance contract agreement	\$0.10	Justice Center
1/12/2026	Rotomooter Sewer & Drain Cleaning	Pump out Holding Tanks at JC 12/16 & 12/17, Unstop sink (JC), Snaked shower drain (Jail), Unclogged sink line at SO	\$1,130.00	Justice Center
1/12/2026	Southern Commercial Interiors	6- Paper Towel Dispensers for JC jury rooms	\$397.68	Justice Center
1/12/2026	American Lock & Key, Inc.	Key blanks and rekey Court House locks	\$118.00	Orr Avenue
1/20/2026	Interstate Electrical Supply	LED bulbs, wall plates, screws for Orr Ave	\$717.32	Orr Avenue
1/12/2026	Precision Glass Company	Repair Window Leak at Orr Avenue IT office	\$382.50	Orr Avenue
1/9/2026	FastSpring	SMTP2GO	\$3.00	Probate Office
1/9/2026	Verizon Wireless	Commission Verizon Bill (9/2-10/1/2025)	\$45.65	Probate Office
1/12/2026	Cook's Pest Control	Monthly pest control Beulah park	\$50.00	Recreation
1/9/2026	O'Reilly Auto Parts	Park and Rec Truck#10900 / battery	\$126.57	Recreation
1/9/2026	T-Mobile	Cellular and Broadband Service	\$58.22	Recreation
1/9/2026	Verizon Wireless	Highway Verizon Bill	\$75.85	Recreation
1/9/2026	Complete Tire & Service	Recycling Box Truck#3132/ replaced 3 tires	\$451.29	Recycling Program
1/8/2026	O'Reilly Auto Parts	Recycling Box Truck#10756 / door handles left and right	\$102.58	Recycling Program
1/9/2026	Verizon Wireless	Solid Waste Verizon Bill	\$48.82	Recycling Program
1/9/2026	Alabama Office Supply Co	9cs Copy Paper - RC AU, Opelika, RC SS	\$386.55	Revenue Commissioner
1/8/2026	Amazon.com	1 computer speaker, 1 stapler, 2 copy stamps, 2 cs medium binder clips, 8 1-hole punch, 1 pk yellow highlighters, 2 blue ink refills for self inking stamps	\$148.12	Revenue Commissioner
1/8/2026	Amazon.com	1 office door sign, 2 cs thermal paper, 3-12 per pk tape, (1) 12pk of check storage boxes	\$314.34	Revenue Commissioner
1/9/2026	Chick-Fil-A	Lunch for SS, AU & Opelika office on 12-31-2025	\$462.39	Revenue Commissioner
1/9/2026	FastSpring	SMTP2GO	\$3.00	Revenue Commissioner
1/9/2026	Firehouse Subs	Lunch for SS, AU & Opelika offices on 12-30-2025	\$304.96	Revenue Commissioner
1/9/2026	Rich's Car Wash	Basic Car Wash Monthly Subscription/2023 Expedition		Revenue Commissioner
1/9/2026	SHI International Corporation	3- LED HDMI-DP Monitors for Lreeder CN: 2024056-02	\$625.41	Revenue Commissioner
1/9/2026	T-Mobile	Cellular and Broadband Service	\$32.10	Revenue Commissioner
1/9/2026	Verizon Wireless	Commission Verizon Bill (9/2-10/1/2025)	\$23.47	Revenue Commissioner
1/9/2026	17th Street Photo	12- D7500 Nikon Cameras for Investigative Services GSA Advantage contract GS-07F-078GA	\$13,162.80	Sheriffs Office
1/8/2026	A-COM Integrated Solutions	Quarterly monitoring contract agreement	\$217.50	Sheriffs Office
1/8/2026	Amazon.com	14- weatherproof spiral notebooks and 5- pens for Patrol; 1- thread burner for embroidery, 4- 10pack car relay harness sockets for vehicle installs, 2- oversized hats	\$474.56	Sheriffs Office

Blackbaud P-Card				
01-08-2026 to 01-21-2026				
Date	Vendor name	Description	Amount	Department
1/8/2026	Amazon.com	1- dremel ez lock starter kit; 1- ez lock wheels pack; 2- windshield wiper reservoir caps; 2- 3m molding tape; 1- dremel rotary tool kit; 1- 20 gallon waste oil drain tank	\$280.51	Sheriffs Office
1/8/2026	Amazon.com	1- refrigerant weight scale; 1- bobbin thread pack; 1- hook and loop sheets; 1- twill fabric; 1- mobile podium for orr, 1- Antenna for Ford F150; 2pks round hook & loop for patches	\$227.77	Sheriffs Office
1/8/2026	Amazon.com	2- pks command strips; 1- altra shoes, 1- electric stitch eraser for embroidery, 1pk hexagon star bits for maint., trash can, prewound bobbins, 1-utility cart	\$288.44	Sheriffs Office
1/9/2026	Amazon.com	1- button hole cutter for uniform shirts, 1- under armour boots; 1- pk goggles for firearms training, 2- flashing do not enter signs, 1- handicap entrance sign; 1- pk restricted area signs; 1- pk heavy duty thread for name tapes, 1- toner cartridges pack; 3- clip boards, 2- weather floor mats	\$859.79	Sheriffs Office
1/9/2026	Amazon.com	2- sets floating shelves; 1- even feed sewing foot for patch, 1- pk paint brushes; 1- air duster; 1- spool thread holder; 1- magnetic bowl	\$230.73	Sheriffs Office
1/8/2026	Amazon.com	1- pk hand sanitizer; 2- 3ring binders; 1- rocky boots; 1- emergency car kit; 1- folding cart; 1- pk AA batteries; 1- pk photo paper; 1- bx ziploc bags	\$408.59	Sheriffs Office
1/9/2026	Amazon.com	2- big head hats, 1- suction cup trash can for embroidery, 1- pk microfiber cloths, 1- rocky boots, 3- chemical guys car soap; 2- 25pk hanging file folders, 1- bx gel pens, (1) 6pk spray paint for target racks	\$348.11	Sheriffs Office
1/9/2026	Amazon.com	2- 5.11 pants, 1-floor jack, 10-molle attachments for vests, 2-AR15 magazine pouches, 4-radio holsters	\$719.46	Sheriffs Office
1/8/2026	American Lock & Key, Inc.	Keys to court security trailer	\$84.00	Sheriffs Office
1/9/2026	Axon Enterprise Inc.	10- body camera mounts	\$340.00	Sheriffs Office
1/8/2026	Blossman, Inc.	propane fuel for SO Vehicles	\$740.59	Sheriffs Office
1/9/2026	Computer Discount Warehouse	1- Xerox Toner for FAST INV	\$198.72	Sheriffs Office
1/8/2026	East University Veterinary Hospital	Veterinary Care for K-9 Bear and Blair	\$1,323.15	Sheriffs Office
1/8/2026	E-bay	Juki heavy duty sewing machine for name tapes and patches, 1- teflon presser foot for name tape sewing, 1- swing away hammer guide for sewing name tapes	\$1,210.25	Sheriffs Office
1/8/2026	Eddie Guerin	2- batteries Unit #473; 1- oil change Unit #512, coil plugs Unit #476	\$802.13	Sheriffs Office
1/9/2026	FastSpring	SMTP2GO	\$3.00	Sheriffs Office
1/8/2026	Gall's LLC	6- uniform shirts; 3- polos; 11- pants; 1- jacket, 1- pullover jacket; 3- Elbeco vest carriers; 1- 5.11 boots	\$2,167.73	Sheriffs Office
1/8/2026	Gulf States Distributors, Inc.	2- bullet proof vests; 1- Paraclete ceramic plates & Carrier 1- set wing pouches for plate carrier; 1- rain coat; 3- sheriff's line tape; 2- hand cuff cases; 6- khaki pants; 2- pair boots; 1- safety vest; 1- belt liner; 1- polo	\$4,123.30	Sheriffs Office
1/9/2026	H & W Tire Service	2- transmission Unit #I-33, I-34, oil change Unit #A-14	\$13,120.25	Sheriffs Office
1/8/2026	Intuit Quickbooks	Quickbooks Online Simple Software	\$115.00	Sheriffs Office
1/9/2026	Lowe's Home Improvement	2- threadlocker glue, 2- cans paint for range stands, 3- dewalt 20v batteries; 1- bit set	\$408.91	Sheriffs Office
1/9/2026	Mantis X	1- PK laser academy smart targets, 1- set target stands; 1- laser academy tripod	\$61.98	Sheriffs Office
1/8/2026	Motorola Solutions, Inc.	annual license on in-car camera	\$243.75	Sheriffs Office
1/8/2026	Network Solutions	Website Forwarding for LCSO	\$12.99	Sheriffs Office
1/9/2026	Office Depot	2- book shelves for sheriff's office	\$559.98	Sheriffs Office

Blackbaud P-Card				
01-08-2026 to 01-21-2026				
<u>Date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	Point Broadband	Internet Service-Investigations-Orr Ave	\$247.77	Sheriffs Office
1/8/2026	Quill.com	1- 2pk extension cords; 2- bx file folders; 10- bx paper clips; 1- HP ink; 1- pk lysol, 1- pk scotch tape; 1- pk scissors; 2- toners; 1- pk packing tape; 1- bx sharpies	\$517.15	Sheriffs Office
1/12/2026	Roto Rooter Sewer & Drain Cleaning	Pump out Holding Tanks at JC 12/16 & 12/17, Unstop sink (JC), Snaked shower drain (Jail), Unclogged sink line at SO	\$250.00	Sheriffs Office
1/8/2026	Tactical Gear	1- polo; 1- xtu pants; 4- trousers, 3-propper pants	\$578.48	Sheriffs Office
1/9/2026	UPS	Postage for DUI Test kit	\$14.34	Sheriffs Office
1/9/2026	Verizon Wireless	LCSO SRO and LCSO Verizon Bills	\$7,972.77	Sheriffs Office
1/8/2026	Victory Designs	4- embroideries	\$41.00	Sheriffs Office
1/8/2026	Wade Cleaners	Dry Cleaning Services for Uniform Rent	\$207.35	Sheriffs Office
1/20/2026	Wittichen Supply Company	AC grill for investigations	\$55.17	Sheriffs Office
1/8/2026	A-COM Integrated Solutions	Quarterly monitoring contract agreement	\$165.21	Smiths Satellite Off
1/12/2026	American Lock & Key, Inc.	Key tags & 8 keys made for Smiths Sta. Satellite office	\$35.70	Smiths Satellite Off
1/9/2026	CTV Beam	Failover Internet Service for SS Satellite (Monthly)	\$180.55	Smiths Satellite Off
1/12/2026	Cook's Pest Control	Quarterly termite contract agreement	\$97.50	Smiths Senior Center
1/20/2026	Amazon.com	1- corded stick vacuum for office	\$54.99	Solid Waste Removal
1/20/2026	Complete Tire & Service	SW Truck#C9847 / 1 tire replaced, Truck#C9849/ flat tire repair	\$732.71	Solid Waste Removal
1/8/2026	Covington Heavy Duty Parts	Solid Waste Boom Truck#3050/ hose assembly	\$201.05	Solid Waste Removal
1/8/2026	Lowe's Home Improvement	Electric Heater	\$74.98	Solid Waste Removal
1/9/2026	O'Reilly Auto Parts	Solid Waste Motts / hydraulic fluid for compactor	\$149.98	Solid Waste Removal
1/9/2026	T-Mobile	GeoTab/Various Depts	\$43.05	Solid Waste Removal
1/20/2026	U. S. Postal Service (Quadient-POC)	Post office box 4187 renewal	\$244.00	Solid Waste Removal
1/9/2026	Verizon Wireless	Solid Waste Verizon Bill	\$441.12	Solid Waste Removal
1/20/2026	Winston Smith T Company Inc.	3 steel scoopers, 3 leaf rakes, 1 cs Gatorade, 3-padlocks	\$325.66	Solid Waste Removal
1/12/2026	American Lock & Key, Inc.	Key blanks and rekey Court House locks	\$118.00	Training Center
1/12/2026	Cook's Pest Control	Monthly pest control & qtrly termite agreement MC	\$252.50	Training Center
1/8/2026	McCoy Fire & Safety, Inc.	Monthly fire alarm monitoring agreement	\$135.00	Training Center
		TOTAL	\$179,716.37	

**LEE COUNTY COMMISSION
INVOICES FOR RATIFICATION**

January 26, 2026

Ratify 01-26-2026

<u>Pay date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$4,223.50	Animal Control
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$209.37	Animal Control
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$33.27	Animal Control
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$8.44	Animal Control
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$26,366.17	Appraisal Update
1/13/2026	Blue Ridge Mountain Water, Inc.	Water & cooler rental/Appraisal (INV0626052/0632640)	\$53.53	Appraisal Update
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$1,502.75	Appraisal Update
1/20/2026	Flagship GIS, Inc.	GIS Website Software, Updates & Hosting (Public, Reval, Sub)	\$6,125.00	Appraisal Update
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$266.86	Appraisal Update
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$56.25	Appraisal Update
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$136.14	Appraisal Update
1/13/2026	Sharp Electronics Corporation c/o CPC Office Technology	Pymt 2 of 36-Copier Lease for Sharp BP-71C31/Appraisal	\$161.83	Appraisal Update
1/13/2026	121 Disposal Co.	Garbage Disposal Service/Beauregard Ball Park LR 431/Jan 26	\$182.70	Beauregard Rec
1/13/2026	121 Disposal Co.	Garbage Disposal Service/Beulah Ball Park CR-364/Jan 26	\$190.05	Beulah Rec
1/13/2026	Auburn Board of Education	Beverage Tax from December 2025 Collections	\$49,423.30	Board of Education
1/13/2026	Lee County Board of Education	Beverage Tax from December 2025 Collections	\$44,582.79	Board of Education
1/20/2026	Lee County Board of Education	Sales and Boat tax from December 2025	\$82,823.26	Board of Education
1/13/2026	Opelika Board of Education	Beverage Tax from December 2025 Collections	\$27,738.51	Board of Education
1/13/2026	Phenix City Board of Education	Beverage Tax from December 2025 Collections	\$3,224.77	Board of Education
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$1,162.62	Board of Registrars
1/13/2026	Blue Ridge Mountain Water, Inc.	Water & Cooler Rental-BOR (INV 0626059 & 0639757)	\$26.13	Board of Registrars
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$255.91	Board of Registrars
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$90.38	Board of Registrars
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$11.25	Board of Registrars
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$11,369.79	Building Inspection
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$683.91	Building Inspection
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$74.60	Building Inspection
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$25.31	Building Inspection
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$104.13	Building Inspection
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$22,139.36	Building Maintenance
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$716.50	Building Maintenance
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$31.57	Building Maintenance
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$16.88	Building Maintenance
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$30.46	Building Maintenance
1/13/2026	Blue Ridge Mountain Water, Inc.	Water & cooler rental- Comm/Billing (INV0626061)	\$22.51	Commission Billing Ofc
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$297.76	Commission Billing Ofc
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$31.57	Commission Billing Ofc
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$11.25	Commission Billing Ofc
1/13/2026	Mary Rowe	SW Billing Refund - Customer moved	\$24.33	Commission Billing Ofc
1/13/2026	Meridian Waste Alabama LLC	19,333-Resid. Refuse Service-41 QM Accts/Dec 2025	\$203,248.18	Commission Billing Ofc

Ratify 01-26-2026				
<u>Pay date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$877.07	Commission Billing Ofc
1/20/2026	Soft-Pak	Mobile pak, Webpak, Epak fee, Lock box Monthly Fee-Jan 2026	\$470.00	Commission Billing Ofc
1/13/2026	Xerox Corporation	Copier/Meter Usage- QNY-062930/Comm. Billing Office	\$32.14	Commission Billing Ofc
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$21,343.30	Commission Office
1/13/2026	Association of County Commissions of AL	Reg. fee-2024 ACCA Annual Conf-Chairman & 5 Commissioners	\$1,735.00	Commission Office
1/14/2026	Auburn-Opelika Tourism Bureau	Lodgings / November 2025	\$26,320.84	Commission Office
1/13/2026	Blue Ridge Mountain Water, Inc.	Water & cooler rental- Comm/Billing (INV0626061)	\$22.52	Commission Office
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$1,446.95	Commission Office
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$142.41	Commission Office
1/13/2026	Kronos SaaShr, Inc.	Dec 2025 ACA Manager, Time, Accruals, HR, Payroll, Tax File	\$5,863.98	Commission Office
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$42.19	Commission Office
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$434.46	Commission Office
1/13/2026	Xerox Corporation	Copier-Meter Usage- EHQ-406072/Comm	\$56.72	Commission Office
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$2,627.32	Coroners Office
1/13/2026	Alabama Funeral Homes & Cremation Ctr	Indigent burial/Kevin LaFluer	\$750.00	Coroners Office
1/13/2026	De Lage Landen Financial Services, Inc.	Kyocera Ecosys M6235cidn Copier Lease/Coroner+INV 593446351	\$154.02	Coroners Office
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$15.78	Coroners Office
1/13/2026	Kyocera Document Solutions Alabama	copier maintenance/ECOSYS M6235cidn/Coroner	\$44.17	Coroners Office
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$27.45	Coroners Office
1/20/2026	Stericycle, Inc.	Biohazard Waste Disposal for Coroner	\$72.70	Coroners Office
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$30,279.65	County Engineers
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$1,921.48	County Engineers
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$189.75	County Engineers
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$59.06	County Engineers
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Oct 2025- Multiple Locations	\$161.39	County Engineers
1/13/2026	Xerox Business Solutions Southeast LLC	Copier Maint. & Overage; 8TB556930/EQ186039/Eng	\$23.94	County Engineers
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$10,430.03	County Shop
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$31.57	County Shop
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$35,480.03	County-Wide Roads
1/13/2026	Association of County Commissions of AL	ACCA Fee of 2%- Road Signs & Herbicides	\$29.87	County-Wide Roads
1/13/2026	Smiths Water & Sewer Authority	Final Water Bill/Lee Rd 254	\$9.45	County-Wide Roads
1/13/2026	Tallapoosa River Electric Cooperative	Electricity/Caution Light Hearn's Store, Signal light LR 334 & 379	\$95.98	County-Wide Roads
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$7,377.25	County-Wide Roads RRR
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$3,763.91	Court Referral
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$316.40	Court Referral
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$14.06	Court Referral
1/13/2026	MBR Leasing, Inc.	Monthly Printer Lease- ASB/MX-M3501/January 2026	\$115.00	Court Referral
1/13/2026	Alabama Industrial Service Co. Inc.	Corrected Network Address & Replaced SD Card in Matrix/CH	\$452.00	Courthouse
1/13/2026	Opelika Power Services	Electricity-215 S 9th St. Courthouse	\$6,569.25	Courthouse
1/20/2026	Sign World Inc.	2-60" x 240" Snopelika Banners for Courthouse	\$199.60	District 1
1/20/2026	Ross Morris	Mileage, Meal, Lodging Reimb. - ACCA District/Leg. Meetings	\$1,070.23	District 2
1/20/2026	Sign World Inc.	2-60" x 240" Snopelika Banners for Courthouse	\$199.60	District 2
1/20/2026	Sign World Inc.	2-60" x 240" Snopelika Banners for Courthouse	\$199.60	District 3

Ratify 01-26-2026				
<u>Pay date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	Sign World Inc.	2-60" x 240" Snopelika Banners for Courthouse	\$199.60	District 4
1/20/2026	Tony Langley	Lodging Reimb. - ACCA 2025 Legislative Conf. in Florence, AL	\$463.45	District 4
1/20/2026	Sign World Inc.	2-60" x 240" Snopelika Banners for Courthouse	\$199.60	District 5
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$205.19	District Attorney
1/20/2026	Anna M. Powell	Absentee Election Support Staff; 01/06/26 - 01/15/26	\$412.50	Elections
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$74.44	Elections
1/20/2026	Election Systems & Software Inc.	7- Provisional Supplies for Election 11/18/25, 8- Provisional Supplies for Election 10/21/2025	\$405.00	Elections
1/20/2026	Election Systems & Software Inc.	AutoMARK/ExpressVote: Setup, Issues/Candidates-Media Burn	\$1,436.25	Elections
1/20/2026	Election Systems & Software Inc.	PB Setup ESS VR, Per Voter ESS, & Voter History Update	\$1,191.48	Elections
1/20/2026	Election Systems & Software Inc.	PB Daily Update, Voter History, Setup ESS VR & Per Voter ESS	\$1,247.67	Elections
1/20/2026	Election Systems & Software Inc.	Ballot & Supplies, Machine Rental, & Thermal Ballots	\$15,699.82	Elections
1/20/2026	Election Systems & Software Inc.	133-ExpressPoll Software License, Firmware License & Maint	\$22,292.22	Elections
1/20/2026	Election Systems & Software Inc.	L and A Equipment Testing w/ AL Site Support	\$4,100.00	Elections
1/20/2026	Monica B. Foster	Absentee Election Support Staff; 01/05/26 - 01/12/26	\$360.00	Elections
1/20/2026	Opelika-Auburn	Required Advertising; Notice of Election	\$157.55	Elections
1/15/2026	Sheriff Jay Jones	Poll School Pay/52 Poll Workers/HD38 Spec Election	\$1,300.00	Elections
1/20/2026	Sheriff Jay Jones	Poll Wkr Pay/44 Poll Workers/8 inspec/HD38 Spec Election	\$6,700.00	Elections
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$9,374.36	Emergency Management
1/13/2026	AT&T Communication/Bellsouth	Fiber conn. for Communication Consoles to Core in Huntsville	\$1,329.24	Emergency Management
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$767.61	Emergency Management
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$291.26	Emergency Management
1/13/2026	Leaf	Canon Pro-4100S/EMA	\$236.75	Emergency Management
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$25.31	Emergency Management
1/20/2026	Modern Business Systems, Inc.	Copier Overage/Canon/IR-C55401 (EMA)	\$166.05	Emergency Management
1/13/2026	Opelika Power Services	Electricity at 908 Avenue B-EMA	\$1,297.66	Emergency Management
1/20/2026	Opelika Water	Water and sewer service/908 Avenue B	\$144.99	Emergency Management
1/14/2026	Petroleum Traders Corporation	Fuel/SO	\$12,186.12	Fuel Inventory
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$5,710.51	Grounds Maintenance
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$74.44	Grounds Maintenance
1/14/2026	Arenas Contractors Inc.	Pressure Wash Walls, Epoxy Application, & Seal Corners/HWY	\$2,875.00	Highway Complex
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$7,766.48	Information Services
1/20/2026	C Spire Business	Cisco Smartnet Renewal	\$7,697.62	Information Services
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$656.01	Information Services
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$81.42	Information Services
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$16.86	Information Services
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$216.90	Information Services
1/13/2026	Terrence White	Mileage Reimb. - Various Locations for ISD	\$43.14	Information Services
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$94,908.29	Jail
1/20/2026	Alabama Law Enforcement Agency	T-1 Frame Relay Line/Smartscan Maint. - 10/01/25-12/31/25	\$10,797.48	Jail
1/20/2026	Automated Business Machines, Inc	Overage/Copy Charges-Multiple machines	\$138.53	Jail
1/13/2026	East Alabama Occupational Medicine, LLC	Drug Screens- SO & Jail	\$50.00	Jail
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$282.54	Jail

Ratify 01-26-2026				
<u>Pay date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	Hobart Sales & Service	Care Unlimited Service; 12/16/25-01/15/26	\$592.31	Jail
1/20/2026	IHS Pharmacy	Medication for State Inmates; Dec 2025 + Invoice 119215	\$14,388.04	Jail
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Nov 2025- Multiple Locations	\$4.91	Jail
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$505.08	Judges
1/13/2026	Opelika Power Services	Electricity-2311 Gateway Dr-Meter 1	\$122.48	Justice Center
1/13/2026	Holley-Henley Builders, Inc.	Davis Justice Center Renovations/Payment No. 18	\$312,744.37	Justice Center Constr
1/13/2026	PH&J Architects Inc.	Architect Fees-Justice Center Court Room Renovation	\$5,447.88	Justice Center Constr
1/14/2026	Arenas Contractors Inc.	Remove & Rebuild Walls/Orr Ave	\$5,308.00	Orr Avenue
1/20/2026	Blue Ridge Mountain Water, Inc.	Water & Cooler Rental for Orr Ave (Acct #020089)	\$19.23	Orr Avenue
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$14,918.30	Probate Office
1/20/2026	Alexandra Butler	Mileage Reimb. - To and From Smiths Station	\$87.00	Probate Office
1/13/2026	Blue Ridge Mountain Water, Inc.	Water & Cooler Rental/PJ (INV0626062/0639801)	\$43.59	Probate Office
1/20/2026	Carolyn Golden	Mileage Reimb. - Travel To & From Smiths Station Office	\$59.16	Probate Office
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$1,391.03	Probate Office
1/13/2026	Erin Sawilchik	Mileage Reimb. - Travel To & From Smiths Station Office	\$30.46	Probate Office
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$1,067.80	Probate Office
1/20/2026	Jere Colley	Reimb. for postage due to meter being out	\$17.29	Probate Office
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$47.81	Probate Office
1/13/2026	Mirus Group, LLC	ImagePro Probate Imaging/Phone Monthly Support/Dec 2025	\$950.00	Probate Office
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$82.06	Probate Office
1/13/2026	Victory Designs	8- Brass Name Tags/Probate	\$96.00	Probate Office
1/13/2026	Xerox Business Solutions Southeast LLC	Copier Maintenance/Overage 99336/Probate	\$11.48	Probate Office
1/13/2026	Xerox Corporation	Copier/Meter Usage- ZRC-719105/Probate	\$83.77	Probate Office
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$205.19	Probation Office
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$5,134.82	Recreation
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$190.73	Recreation
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$29.41	Recreation
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$5.63	Recreation
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$1.34	Recreation
1/20/2026	Cintas Corporation	Uniform Rentals/SW & Recycling	\$49.61	Recycling Program
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$209.37	Recycling Program
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$5.63	Recycling Program
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$0.16	Recycling Program
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$28,353.25	Revenue Commissioner
1/13/2026	Auburn Network, Inc.	Annual Holiday Messages; Holiday Greeting Message, AHS Copper Package 2025-26 Ad	\$1,057.50	Revenue Commissioner
1/13/2026	Blue Ridge Mountain Water, Inc.	Water & Cooler Rental- CH SSO Auburn	\$104.66	Revenue Commissioner
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$2,493.67	Revenue Commissioner
1/20/2026	Diversified Companies LLC	Print, Process, Mail;Corrected Personal Tax Notices + Letter	\$3,091.27	Revenue Commissioner
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$2,487.00	Revenue Commissioner
1/20/2026	Key Media, LLC	Weekly Church Page Ad; Oct-Dec 2025/RC	\$260.00	Revenue Commissioner
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$87.19	Revenue Commissioner
1/13/2026	Marble City Media LLC	LSA Sports Sponsorship/Revenue Commission	\$200.00	Revenue Commissioner

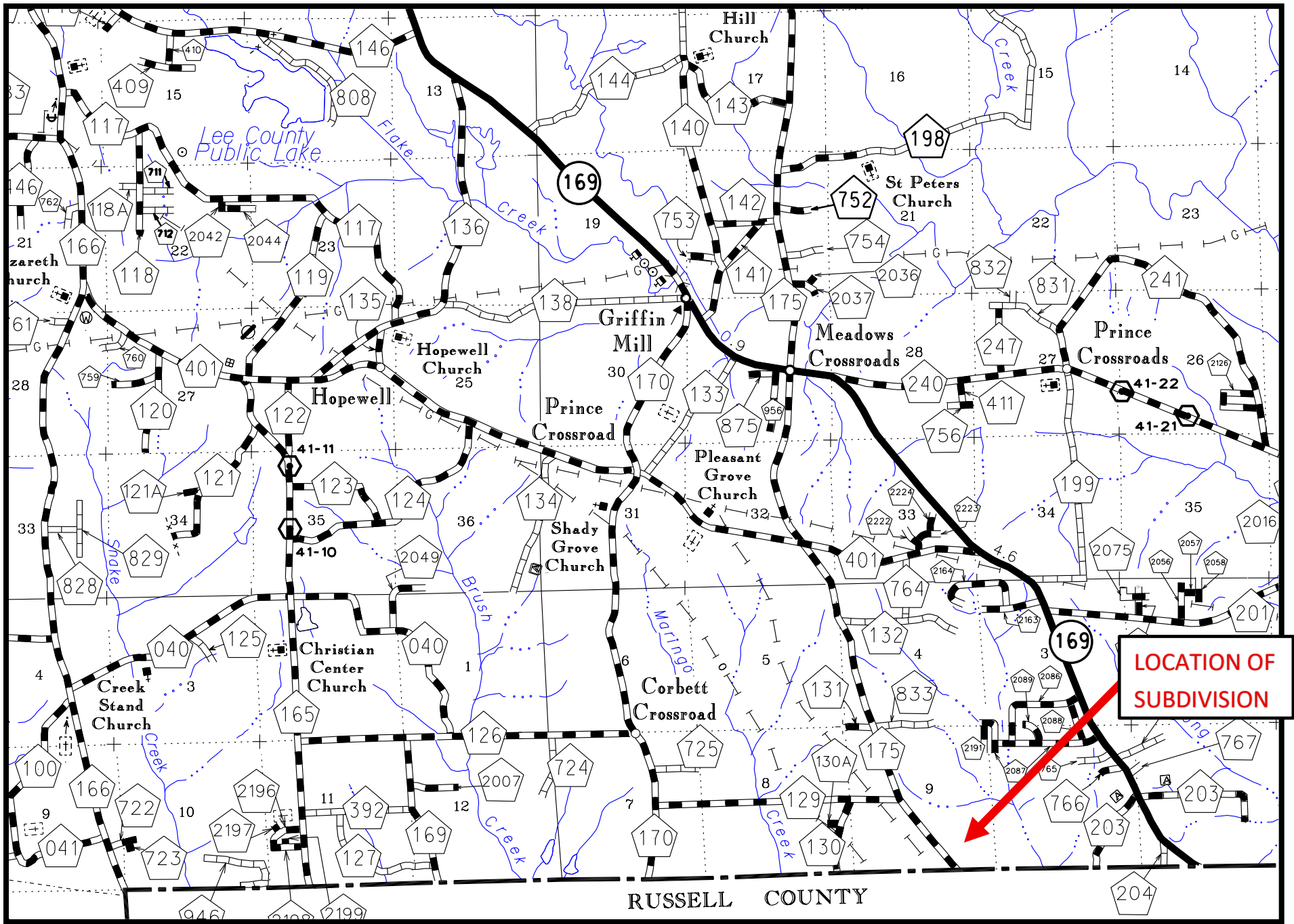
Ratify 01-26-2026				
<u>Pay date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	Mary R Ingram	Supernumerary Tax Assessor Salary/Jan	\$3,265.55	Revenue Commissioner
1/13/2026	MBR Leasing, Inc.	Monthly Printer Lease/31 Kyocera PAREcycling ProgramX's/Jan 2026	\$1,475.00	Revenue Commissioner
1/20/2026	Perry Golden	Supernumerary Salary/surviving Spouse/Jan	\$1,378.29	Revenue Commissioner
1/13/2026	Point Private Investigators LLC	Security for Smiths & AU Annex 01/12-01/16 & 01/20-01/23	\$5,202.00	Revenue Commissioner
1/13/2026	Sharp Electronics Corp c/o CPC Office Technologies	Contract Base Rate- Sharp-multiple/RC- Jan 2026	\$272.50	Revenue Commissioner
1/13/2026	T & O Leasing	5 - Rental Sharp machines-High Speed Printer/RC	\$620.00	Revenue Commissioner
1/13/2026	The Citizen of East Alabama	Church Page Advertising; December 2025/Oline Price, RC	\$60.00	Revenue Commissioner
1/13/2026	Travelers	Notary Bond Renewal Premium-T Avery & C Bellflower	\$150.00	Revenue Commissioner
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027 SO and SRO	\$183,006.46	Sheriffs Office
1/13/2026	alacourt.com	6-Unlimited Users-Access AL Court Records/67 Counties/Jan	\$137.00	Sheriffs Office
1/20/2026	Animal Health Center	LCSD Case #2601-1427	\$8,777.28	Sheriffs Office
1/13/2026	Auburn University Veterinary Teaching	Veterinary Care for K9 Wolfgang	\$6.98	Sheriffs Office
1/20/2026	Automated Business Machines, Inc	Overage/Copy Charges-Multiple machines	\$32.68	Sheriffs Office
1/20/2026	C Spire Business	Cisco Smartnet Renewal	\$14,398.78	Sheriffs Office
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$13,126.30	Sheriffs Office
1/20/2026	Dorn's Auto Parts	2- Synthetic Oil, 3- Diesel Oil/SO #852	\$116.57	Sheriffs Office
1/13/2026	East Alabama Occupational Medicine, LLC	Drug Screens- SO & Jail	\$100.00	Sheriffs Office
1/13/2026	Express Oil Change, LLC	26- Full-Service Oil Changes for Vehicles Bid# 2025-06	\$2,700.08	Sheriffs Office
1/13/2026	FBI-LEEDA	SLI Training in Franklin, TN; M. Goodson/SO	\$795.00	Sheriffs Office
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025 SO & SRO	\$579.29	Sheriffs Office
1/13/2026	H&E Steel, Welding & Industrial Supply	1- 33lb Motor Propane/SO	\$58.50	Sheriffs Office
1/13/2026	Lee County Sheriff's Fund	Bail Bond Fees collected December 2025	\$712.82	Sheriffs Office
1/20/2026	Marsh & McLennan Agency LLC	Bond Renewal/1/21/2026-1/21/2027 Policy#400NQ5263/Sheriff	\$175.00	Sheriffs Office
1/20/2026	Modern Business Systems, Inc.	Printer Fees/Copier Coverage Sept 2025- Multiple Locations	\$581.24	Sheriffs Office
1/20/2026	Natl Association of School Resource Officers, Inc	NASRO Conference 06/26/26; J. Eidson	\$650.00	Sheriffs Office
1/13/2026	Sharp Electronics Corporation c/o CPC Office Technologies	Contract Base Rate + Overages- Various Machines/SO	\$435.12	Sheriffs Office
1/13/2026	Sheriff Jay Jones	Replenish Petty Cash-Trnsprt Meal/Fuel, Training Meal, Other	\$350.16	Sheriffs Office
1/13/2026	Southern Software, Inc.	PSAware Annual Subst. (51-60 Devices), BIOMETRIC SCANNING & JMS /Renewal Support Fee, QMS, RMS & RAMBLER/Annual Software Renewal and support renewal, CAD, MDS & CAD-NCIC & Paging/Annual software support renewal	\$63,433.00	Sheriffs Office
1/20/2026	Tiger Town Embroidery	2- SWAT Embroider on Provided Polo/SO	\$82.00	Sheriffs Office
1/13/2026	Victory Designs	2- Badges/TCAusland at SO	\$86.00	Sheriffs Office
1/13/2026	ACCA Liability Self-Insurance Fund	General Liability 1/1/2026-1/1/2027	\$22,857.08	Solid Waste Removal
1/20/2026	Cintas Corporation	Uniform Rentals/SW & Recycling	\$119.56	Solid Waste Removal
1/13/2026	Computer Discount Warehouse	Barracuda Renewal	\$432.69	Solid Waste Removal
1/20/2026	Dixie Electric Cooperative	Electricity/02-069-038- 12/07-01/07/2026	\$43.48	Solid Waste Removal
1/20/2026	GFL Environmental Inc.	Collection & disposal materials for SW Sites/Dec 2025	\$58,319.11	Solid Waste Removal
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$68.24	Solid Waste Removal
1/13/2026	Magna5 MS LLC	Cybersecurity Awareness & Education	\$16.88	Solid Waste Removal
1/20/2026	Opelika-Auburn	Public Hearing Notice; SW Management Plan	\$250.00	Solid Waste Removal
1/20/2026	Soft-Pak	Mobile pak, Webpak, Epak fee, Lock box Monthly Fee-Jan 2026	\$1,005.00	Solid Waste Removal
1/20/2026	PTS of America, LLC	4-Prisoner Transports	\$6,961.00	Transport Services

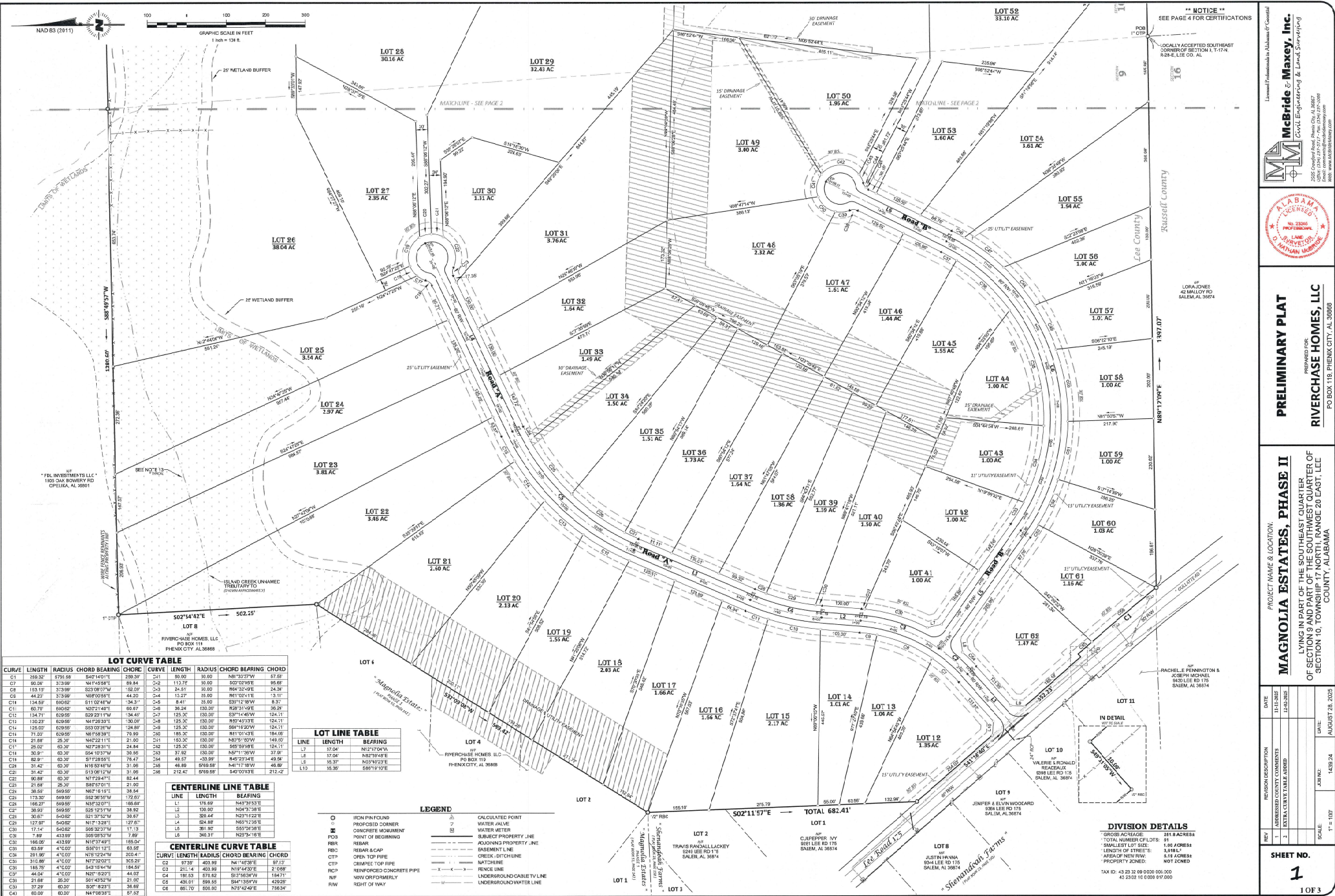
Ratify 01-26-2026				
<u>Pay date</u>	<u>Vendor name</u>	<u>Description</u>	<u>Amount</u>	<u>Department</u>
1/20/2026	Granite Telecommunications	Phone LD Data and Internet 01-01-2025 to 01-31-2025	\$15.78	Veterans Service
1/13/2026	Beauregard Water Authority	Pmt No. 7-Beauregard water system improvements-ARPA	\$65,420.42	Water Projects
		TOTAL FOR RATIFICATION	\$1,722,987.67	

BOARD VACANCIES

TERM	BOARD	TERM EXPIRE
4-yr term	One opening Smiths Station Fire Protection Distr	2/28/2030

LOCATION MAP





McBride & Maxey, Inc.
Civil Engineering & Land Surveying
3305 Crawford Road, Phenix City, AL 36867
(205) 836-1111
www.mcbrideandmaxey.com

ALABAMA LICENSED
REGISTERED PROFESSIONAL
LAND SURVEYOR
D. MAXEY, LICENSE NO. 10749

PRELIMINARY PLAT
PREPARED FOR:
RIVERCHASE HOMES, LLC
PO BOX 118, PHENIX CITY, AL 36868

MAGNOLIA ESTATES, PHASE II
LYING IN PART OF THE SOUTHEAST QUARTER
OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 20 EAST, LEE
COUNTY, ALABAMA

PROJECT NAME & LOCATION

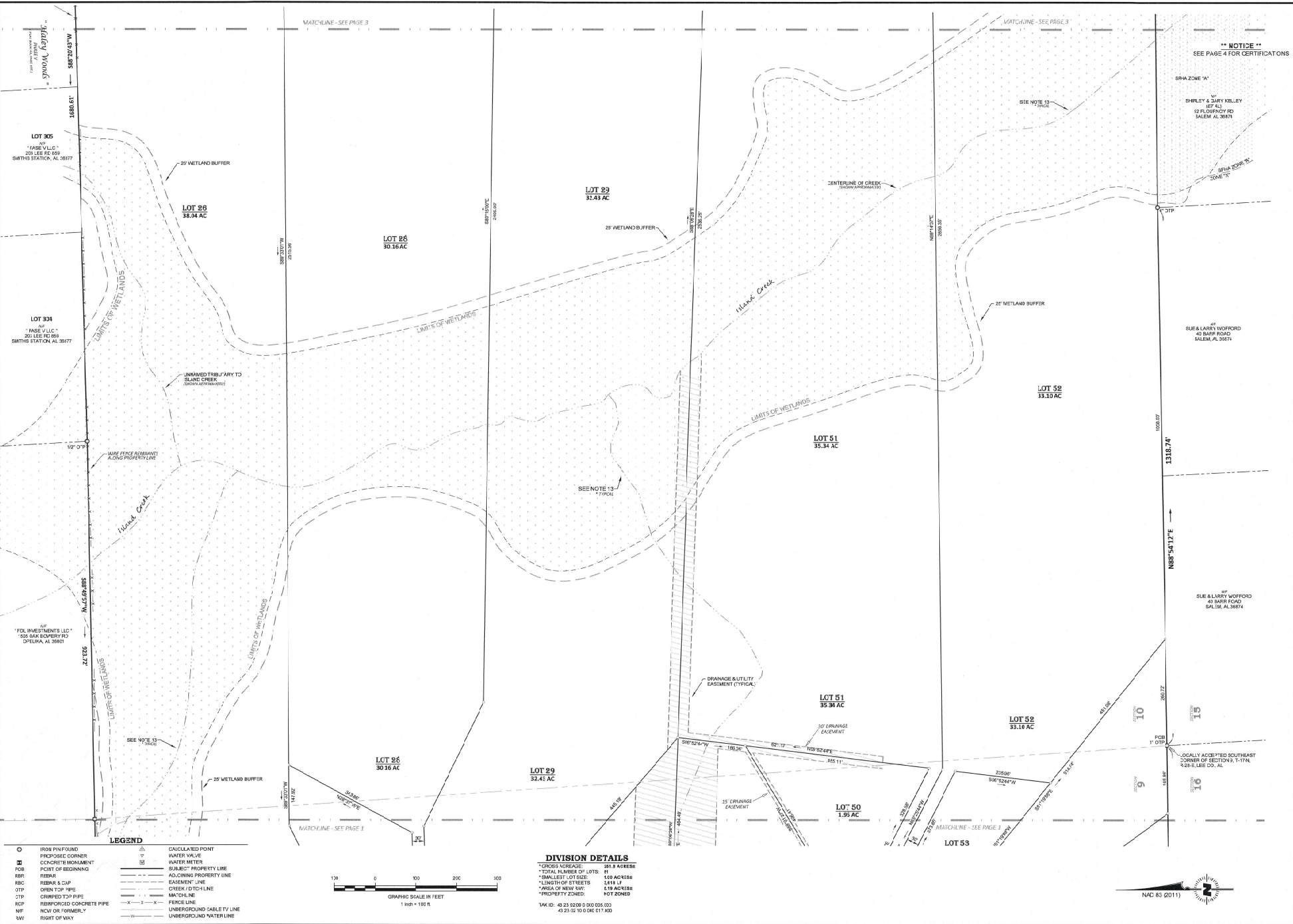
DATE
11-11-2023
11-14-2023

PERSON DESCRIPTION
1. ADDRESS COUNTY COMMENTS
2. EXTRA CURVE TABLE ADDED

SCALE
1" = 110'

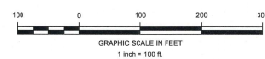
SHEET NO.
1

1 OF 3



LEGEND

○	IRON PIN FOUND	△	CALCULATED POINT
□	PROPOSED CORNER	▽	WATER VALVE
■	CONCRETE MONUMENT	□	WATER METER
●	POINT OF BEGINNING	—	SUBJECT PROPERTY LINE
—	REBAR	—	ADJOINING PROPERTY LINE
—	REBAR & CAP	—	SEWER/STORM LINE
—	OPEN TOP PIPE	—	CRACK/DITCH LINE
—	CRIMPED TOP PIPE	—	MATCHLINE
—	REINFORCED CONCRETE PIPE	—	FENCE LINE
—	NEW OR FORMERLY	—	UNDERGROUND CABLE TV LINE
—	RIGHT OF WAY	—	UNDERGROUND WATER LINE



DIVISION DETAILS

*GROSS ACRES: 261.8 ACRES
*TOTAL NUMBER OF LOTS: 91
*SMALLEST LOT SIZE: 1.00 ACRES
*LENGTH OF STREETS: 2.00 MI
*AREA OF NEW HWY: 1.19 ACRES
*PROPERTY ZONED: R17 ZONED

TAK ID: 43 23 52 00 000 000
43 23 52 10 000 017 800

PROJECT NAME & LOCATION:
MAGNOLIA ESTATES, PHASE II
LYING IN PART OF THE SOUTHEAST QUARTER
OF SECTION 9 AND PART OF THE SOUTHWEST QUARTER OF
SECTION 10, TOWNSHIP 17 NORTH, RANGE 28 EAST, LEE
COUNTY, ALABAMA

DATE: 11.11.2023
13.02.2023

REVISION DESCRIPTION
1. INITIAL CURVE TABLE ADDED

DATE: AUGUST 24, 2025
JOB NO: 1403-24
SCALE: 1" = 100'

SHEET NO. 2

2 OF 3

PRELIMINARY PLAT

PREPARED FOR:
RIVERCHASE HOMES, LLC
PO BOX 118, PHENIX CITY, AL 36868

ALABAMA
No. 2304
Professional Engineer
Surveyor
D. NATHAN MCKEE

Used/Produced by Alabama's Council
McBride & Maxey, Inc.
Civil Engineering & Land Surveying
2505 Crawford Road, Phenix City, AL 36867
Phone: (205) 836-1000
Email: info@mcbrideandmaxey.com
Web: www.mcbrideandmaxey.com

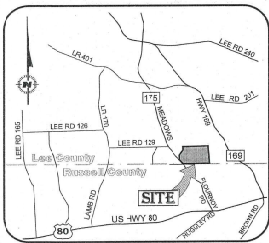
**** NOTICE ****
SEE PAGE 4 FOR CERTIFICATIONS

SHA ZONE 1A
SHIRLEY & JERRY KELLEY
87 AL
12 FLOWING RD
SALEM, AL 36874

SHA ZONE 1B
SUE & LARRY WOFFORD
40 BARR ROAD
SALEM, AL 36874

SHA ZONE 1C
SUE & LARRY WOFFORD
40 BARR ROAD
SALEM, AL 36874

LOCALLY ADOPTED SOUTHEAST
CORNER OF SECTION 9, T-17N,
R-28-E LEE CO., AL



CERTIFICATE OF APPROVAL BY THE LEE COUNTY ENGINEER

THE UNDERSIGNED AS COUNTY ENGINEER OF THE COUNTY OF LEE ALABAMA, HEREBY CERTIFIES THAT THE LEE COUNTY COMMISSION APPROVED THIS PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LEE COUNTY, ALABAMA, THIS 27 DAY OF NOVEMBER 2015.

COUNTY ENGINEER
COUNTY OF LEE, ALABAMA

CERTIFICATE OF APPROVAL BY THE LEE COUNTY COMMISSION

THE WITHIN PLAT OF "MAGNOLIA ESTATES, PHASE II" LEE COUNTY, ALABAMA, IS HEREBY APPROVED BY THE COUNTY COMMISSION OF LEE COUNTY, ALABAMA, THIS 27 DAY OF NOVEMBER 2015.

CHAIRMAN, COUNTY COMMISSION
COUNTY OF LEE, ALABAMA

CERTIFICATE OF APPROVAL SMITHS WATER & SEWER AUTHORITY

THE UNDERSIGNED AS AUTHORIZED BY THE SMITHS WATER & SEWER AUTHORITY, HEREBY APPROVED THE WITHIN PLAT FOR RECORDING IN THE MAJOR THE PROBATE OFFICE OF LEE COUNTY, ALABAMA, THIS 27 DAY OF NOVEMBER 2015.

[Signature]
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL LEE COUNTY HEALTH DEPARTMENT

"THE LOTS ON THIS PLAT ARE SUBJECT TO APPROVAL OR REJECTION BY THE LEE COUNTY HEALTH DEPARTMENT. NO REPRESENTATION IS MADE THAT ANY LOT ON THIS PLAT WILL ACCOMMODATE AN ONSITE SEWAGE SYSTEM (OSS). IF AN APPROPRIATE TYPE OF A LOT FOR WASTEWATER (SEWAGE) TREATMENT AND DISPOSAL SHALL BE DETERMINED WHEN AN APPLICATION IS SUBMITTED. IF PERMITTED, THE LOT APPROVAL MAY CONTAIN CERTAIN CONDITIONS WHICH RESTRICT THE USE OF THE LOT OR OBLIGATE OWNERS TO SPECIAL MAINTENANCE AND REPORTING REQUIREMENTS, AND THESE ARE ON FILE WITH THE SAID HEALTH DEPARTMENT AND ARE MADE A PART OF THIS PLAT AS IF SET OUT HEREON. HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LEE COUNTY, ALABAMA."

[Signature]
COUNTY HEALTH OFFICER DATE 10/10/25

LEE COUNTY EASEMENT DISCLAIMER

LEE COUNTY, ALABAMA AND THE LEE COUNTY COMMISSION SHALL HAVE NO RESPONSIBILITY, CALCULATION, OR LIABILITY FOR THE MAINTENANCE OR USE OF ANY BRANCH OR LANDSCAPE EASEMENTS OR STRUCTURES LOCATED OFF LEE COUNTY RIGHT-OF-WAY. MAINTENANCE OR USE OF ANY BRANCH AND/OR LANDSCAPE EASEMENTS AND STRUCTURES LOCATED OFFSIDE OF LEE COUNTY RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

ACCEPTANCE OF OWNER

I, DANIEL KIMBLE, OF MAGNOLIA ESTATES OF RIVERCHASE HOMES, LLC, THE OWNER OF SAID LANDS SURVEYED BY D. NATHAN MAXEY, DO HEREBY CERTIFY THAT THIS WAS AND IS VESTED IN SAID OWNER AND JOIN IN THE FOREGOING INSTRUMENT MADE BY SAID D. NATHAN MAXEY, AND AS EVIDENCED BY THE RECORDS OF THE LEE COUNTY, ALABAMA, DO HEREBY CERTIFY THAT IT WAS AND IS MY INTENTION TO GIVE SAID JOBS INTO LOTS AS SHOWN BY SAID PLAT AND DO HEREBY DELICATE, GRANT, AND CONFIRM FOR THE BENEFIT OF THE STREETS, ALLEYS, AND PUBLIC GROUNDS AS SHOWN ON SAID PLAT.

SIGNED AND SEALED IN THE PRESENCE OF:

[Signature]
DANIEL KIMBLE, FOR MAGNOLIA ESTATES

DATE 11-12-25

NOTARY

I, THE UNDERSIGNED AUTHORITY, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT THE ALTHOUGH REPRESENTATIVE WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO KNOWING TO ME, ACKNOWLEDGED BEFORE ME ON THE DAY THAT BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, HE EXECUTED THE SAME VOLUNTARILY.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 25 DAY OF NOVEMBER 2015.

[Signature]
NOTARY PUBLIC



SURVEYOR'S NOTES

- THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY WERE SHOWN, SUBJECT TO EASEMENTS, RESTRICTIONS, & EASEMENTS OF RECORD.
- THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IF IT IS POSSIBLE THERE ARE RECORDS OF RECORD UNDEVELOPED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
- BOUNDARIES SHOWN ARE RELATIVE TO NAD 83 (2011) ESTABLISHED ON THE ADJUT CORN RTN NETWORK.
- THIS IS A RAIL, UNDEVELOPED LAND WITH HEAVY FOREST.
- THE UNDERSIGNED SURVEYOR DOES NOT GUARANTEE THAT ALL IMPROVEMENTS ARE SHOWN.
- EASEMENTS ARE PRIVATELY MAINTAINED.
- NO NON-CONFORMING USES WILL BE ALLOWED UNLESS APPROVED BY THE LEE COUNTY HIGHWAY DEPARTMENT.
- ALL STRUCTURES, INCLUDING FENCES, ARE PROHIBITED ON EASEMENTS.
- ACCESS TO EASEMENTS SHALL NOT BE RESTRICTED.
- IF THERE ARE ANY APPARENT WETLANDS ON THE SUBJECT PROPERTY AND ARE SHOWN HEREON FROM GRAPHIC SCALING OF THE NATIONAL WETLANDS INVENTORY MAY ONLY AVOID AND Delineation STUDY WOULD BE REQUIRED TO SHOW THE ACTUAL LOCATION OF POSSIBLE WETLANDS ON THE SUBJECT PROPERTY.
- ALL OF THE PROPERTY CONSIDERED ARE 12" PERMANENT & CAP (242345) UNLESS NOTED OTHERWISE.
- ALL EASEMENTS & UTILITY EASEMENTS EXIST ALONG ALL LOT LINES, IN CASE OF COMMON LOT LINES, EASEMENTS SHALL BE 12" EACH SIDE OF LOT LINE.
- THE EASEMENT LINES SHOWN HEREON ARE FOR THE LEE COUNTY UTM TOPOGRAPHIC SURVEY, A 37' DRAINAGE EASEMENT EXISTS, IN EACH SIDE OF THE CENTERLINE SHOWN HEREON.
- THE EASEMENT PROPERTY IS NOT LOCATED IN A FEMA DESIGNATED BR-AS FOR THE FIRM OF LEE COUNTY, ALABAMA, MAP NUMBER 010000000, EFFECTIVE NOVEMBER 2, 2011.
- IF ANY (DEVELOPMENT) OCCURS ON THIS PROPERTY, AN ENGINEER DESIGNED TO REPLACE THE EXISTING WATER MAINS SHOWN HEREON MAY BE REQUIRED, SINKY SEWER SERVICE MAY NOT BE AVAILABLE IN THIS AREA.

REFERENCES

- DEED BOOK 2783, PAGE 188
- PLAT BOOK 51, PAGE 43

SURVEYOR'S CERTIFICATE

I, D. NATHAN MAXEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, FOR MR. & MRS. MAXEY, INC. STATE THAT THIS IS A PLAT OF AN ACTUAL FIELD SURVEY OF MAGNOLIA ESTATES, PHASE II.

FURTHER STATE THAT THE SURVEY AND PLAT MEETS THE CURRENT STANDARDS OF PRACTICE AS SET FORTH BY THE ALABAMA STATE BOARD OF LICENSES FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS IN RULE 35X-114-05 (2) 24 MARCH 31, 1991 (24 MARCH 31, 1991) CURRENT REVISED RULES TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

[Signature]
D. NATHAN MAXEY DATE 12/12/25
REG. NO. 23263

CERTIFICATE OF ENGINEERING DESIGN

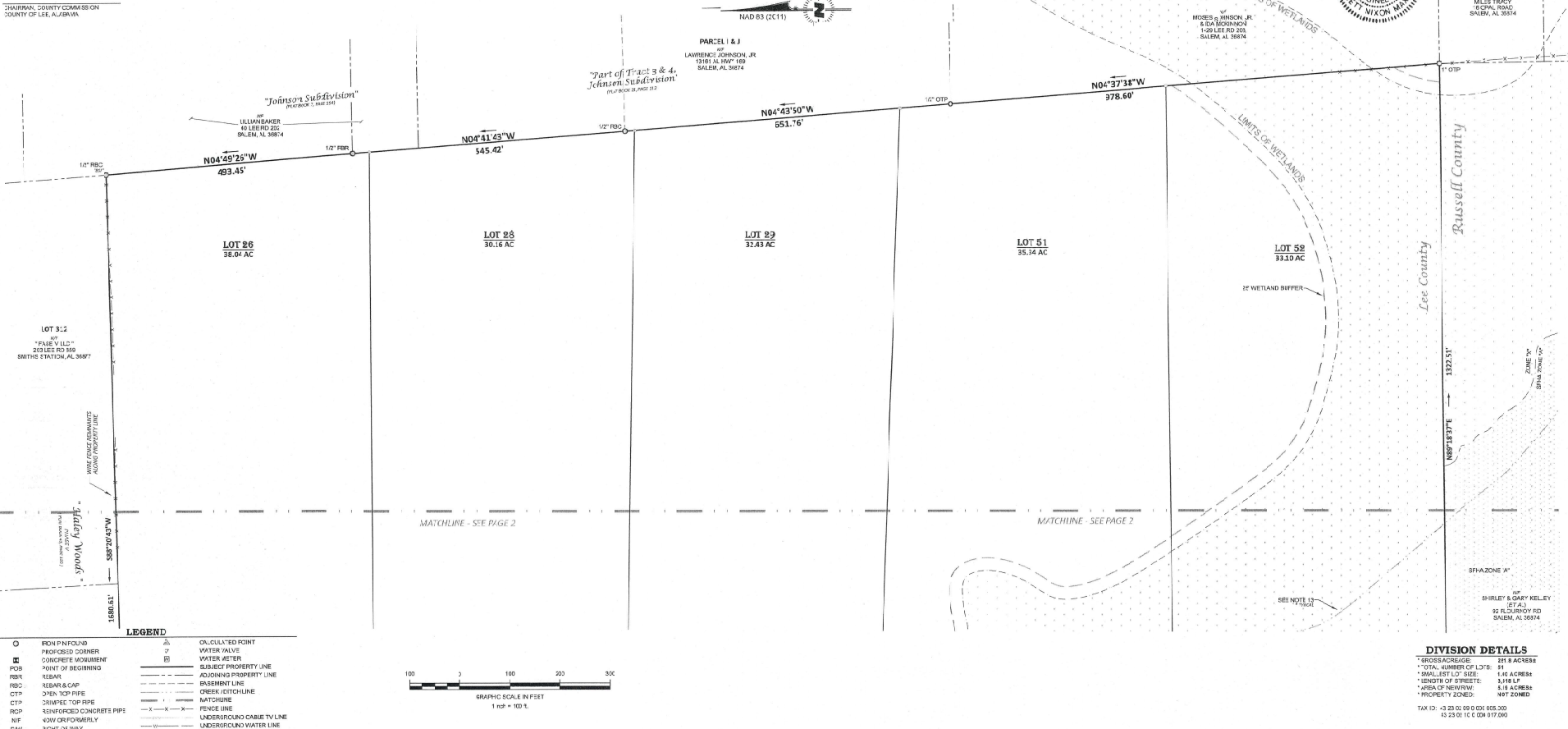
I, EVERETT NIXON MAXEY, A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF ALABAMA, LICENSE NUMBER 2756, DO HEREBY CERTIFY THAT THE STREETS AND DRAINAGE SYSTEM FOR "MAGNOLIA ESTATES, PHASE II" SUBDIVISION HAVE BEEN DESIGNED UNDER MY SUPERVISION.

FURTHER CERTIFY THAT THE DRAINAGE SYSTEM HAS BEEN DESIGNED TO MEET THE 24" PEAK STORM OF PERA, THIS DESIGN MEETS THE REQUIREMENTS OF THE LEE COUNTY SUBDIVISION REGULATIONS FOR STORMWATER DETENTION.

I FURTHER CERTIFY THAT THE STREETS ARE DESIGNED FOR A DESIGN SPEED OF 25 MPH TO MEET APPROPRIATE DESIGN CRITERIA FOR SAFETY, GEOMETRIC, PROFILE, AND TYPICAL SECTIONS ACCORDING TO THE CURRENT EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION COUNTY ROAD DESIGN POLICY.

EVERETT NIXON MAXEY, PE
PE #A-25125
NATHAN MAXEY, INC.

DATE 12/12/25



Transmitted Herein in Alabama & Notary Seal

McBride & Maxey, Inc.
Civil Engineering & Land Surveying

2100 Crawford Road, Phenix City, AL 36867
Phone: (205) 841-1111
Email: contact@mcbrideandmaxey.com
Web: www.mcbrideandmaxey.com

ALABAMA
LICENSED
IN THE
STATE OF
ALABAMA
D. NATHAN MAXEY

PRELIMINARY PLAT
PREPARED FOR
RIVERCHASE HOMES, LLC
PO BOX 113 PHENIX CITY, AL 36868

MAGNOLIA ESTATES, PHASE II
LYING IN PART OF THE SOUTHEAST QUARTER
OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 20 EAST, LEE
COUNTY, ALABAMA

REV	DESCRIPTION	DATE
1	ADDITIONED COUNTY COMMENTS	11-11-2025
2	EXTRA CURET TABLE ADDED	11-12-2025

SCALE	DATE
1" = 100'	AUGUST 28, 2025

SHEET NO. 3
3 OF 3

Lee County Environmental Services

John McDonald
Director

Tommy Johnson
Superintendent



Departments Include
Solid Waste
Recycling
Animal Control

MEMORANDUM:

TO: Lee County Commission

FROM: John McDonald, Environmental Services Director

DATE: January 26, 2026

SUBJECT: Solid Waste Management Plan Public Hearing

The Environmental Services Department is requesting the Commission to conduct a Public Hearing for the updated Solid Waste Management Plan.

January 26, 2026

Lee County SWMP Public Hearing Opening Statement – Three Notch Group

Good evening. My name is Eric Sanderson, and I am the Environmental Practice Leader at Three Notch Group, ^{the} an engineering consulting firm that has been working with Lee County to update its Solid Waste Management Plan. Thank you for attending this public hearing.

A Solid Waste Management Plan, ~~or SWMP~~, is a comprehensive planning document that outlines how a county will reduce, manage, and dispose of its solid waste over a ten-year planning period. The plan serves as a roadmap for solid waste management strategies, helping to guide decision-making and establish criteria for future actions.

The State of Alabama requires all counties to develop and maintain a Solid Waste Management Plan in accordance with the Alabama Solid Wastes and Recyclable Materials Management Act. This Act requires local governing bodies to maintain a plan for managing solid waste generated within their jurisdictional boundaries. The plan must address a number of key elements, including:

- Current solid waste generation and management practices;
- Projected future waste volumes;
- Recycling and waste reduction strategies; and
- Facility needs and capacity planning.

The proposed Solid Waste Management Plan for Lee County has been developed consistent with applicable state requirements. Three Notch Group has worked closely with county officials to ensure that all required components are included and that the plan reflects the specific needs of Lee County and its municipalities.

The approval process for the updated Solid Waste Management Plan includes several steps:

- Submission of the draft plan to the Alabama Department of Environmental Management (ADEM) for review and comment;
- A public comment period to allow interested parties an opportunity to provide input;
- Conducting a required public hearing to receive additional public input;

- Evaluation of public comments and incorporation of revisions into the plan, as appropriate;
- Consideration of the final Solid Waste Management Plan by the Lee County Commission; and
- Submission of the Commission-approved Solid Waste Management Plan to ADEM for final review and approval.

Public comments were received during the public comment period prior to this public hearing and ^{will be} are being reviewed and considered by the Lee County Commission. All comments received during the public review process will be evaluated by the County, and any necessary revisions to the Solid Waste Management Plan will be resolved prior to the Commission considering approval of the plan.

Thank you for your participation in this important process for Lee County.

STATE OF ALABAMA)
)
COUNTY OF LEE)

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the 10th day of December, 2025, by and between THE CITY of SMITHS STATION, Alabama, a municipal corporation (hereinafter, "Lessor" or "City") and LEE COUNTY, Alabama, *a political subdivision of the State of Alabama* (hereinafter, "Lessee" or "County") (collectively, the "Parties").

WITNESSETH:

1. **Leased Premises.** For and in consideration of the mutual covenants and agreements set forth herein and upon the terms, conditions, and covenants hereinafter expressed, Lessor does hereby demise and lease unto Lessee the following described lot or parcel of land located in the City of Smiths Station, Lee County, Alabama, to-wit:

Beginning at the northwest corner of Lot 100 Plat Book 46, pg 67, belonging to the City of Smiths Station and shown on the plat prepared by McBride & Macey, Inc. prepared August 28, 2025, Exhibit 1 attached, point of beginning. Thence travel 25', S79o31'19"E along Lee Road 430 ROW to a point, thence 200.0' S10o07'59"W to a point, thence 125' N79o52'01"W to a point, thence 196.6' N10o07'59"E to a point on the ROW of Lee Road 430, thence along said ROW to the point of beginning.

hereinafter referred to as the "Premises," for the construction of, and occupation and use as a permanent office building.

2. **Term.** The term of this Lease shall be for a period of thirty (30) years beginning the 10th day of December, 2025, and ending on the 9th day of December, 2055. Lessee shall have the right to extend the term of this Lease for an additional two (2) five-year terms by giving Lessor

written notice of its intent to extend the term of this Lease at least ninety (90) days prior to the expiration of the then-existing term.

3. **Rent.** During the term of this Lease, the Lessee shall pay to Lessor as rent, the sum of One and no/100 Dollar (\$1.00) per year, to be paid on or before 10th day of December, of each year of the term hereof to Lessor at its business office at Smiths Station City Hall P. O. Box 250, Smiths Station, AL 36877, or at such other place as Lessor may from time to time designate in writing.

4. **Construction of Office Facility.** Lessee shall pay for and construct an office building on the Premises according to plans and specifications which meet and comply with all of the codes, rules, and regulations of Lessor. In addition, Lessor shall have the right to approve the appearance, construction materials, facade, and elevation of said building, which appearance, construction materials, facade, and elevation shall be submitted to and approved by Lessor in writing prior to the beginning of construction of said permanent office building. Lessee shall operate and maintain the said office facility.

5. **Title to Lessee Improvements.** Lessor and Lessee agree that the office building and all equipment, building, fixtures, and other improvements to be constructed are located on the Premises by or on behalf of Lessee (collectively, "the Lessee improvements") shall not constitute permanent improvements to the Premises and may be removed from the Premises by Lessee at any time during the term of this Lease. At the expiration of the term of this Lease, Lessee shall have the right, upon written notice to Lessor, to remove the Lessee improvements from the Premises.

6. **Net Lease.** This Lease is a net lease. It is specifically understood and agreed between the Parties that as a part of the consideration of this Lease, and in addition to the rentals, the Lessee shall pay all taxes (if any), assessments, excises, and other charges of any and every kind, whether ordinary or extraordinary, that may be levied, assessed, charged, or imposed upon said Premises and upon any improvements thereon, or upon this Lease, or upon the estate created by this Lease, and shall also pay all charges for the use and maintenance of all utilities of every kind.

7. **Insurance.** Lessee shall be responsible, at Lessee's sole expense, for insuring the Lessee improvements against loss or damage. The property insurance shall be on a causes of loss - special form basis, or its equivalent with responsible, admitted insurance companies legally authorized to transact business in the State of Alabama.

8. **Indemnity and Liability Insurance.** Lessee shall at all times defend, indemnify, and hold harmless Lessor and its officers, agents, servants, officials, and employees from and against any and all damages or liability occasioned in whole or in part by any act of negligence of Lessee or any agent or employee of Lessee or any person in or upon said Premises; and Lessee further releases and shall at all times defend, indemnify, and hold harmless Lessor and its officers, agents, servants, officials, and employees from and against any and all liability, damages, loss, actions, costs, fines, and expenses (including attorneys' fees) for damage to property or injury to or death of persons which may arise out of or in connection with or in any way be attributable to, in whole or in part or directly or indirectly, the condition of said Premises or the Lessee improvements thereon (whether latent or patent or improved or unimproved) or the erection, improvement, or repair of said Premises or any Lessee improvements thereon or the use or

occupancy of said Premises or the improvements thereon by the Lessee, its invitees, servants, agents, employees, or any other person or persons permitted upon said Premises by the Lessee. As further protection to Lessor, but without in any way limiting the release and indemnity set forth in the preceding sentences, the Lessee shall maintain public liability insurance with such responsible, admitted companies and limits as may be reasonably satisfactory to the Lessor, naming Lessor as an additional insured thereunder. Limits of public liability insurance shall be at a minimum, \$500,000.00 per occurrence, and \$1,000,000.00 general aggregate. If public liability insurance is written on a claims-made basis, Lessee shall maintain coverage for two (2) years following the termination of this Lease. Lessee shall furnish Lessor evidence of such insurance. Such insurance notice shall provide the Lessor with thirty (30) days' written notice of cancellation or non-renewal of the insurance. The release and indemnity set forth in this Paragraph shall survive the termination of this Lease.

9. **Assignment or Sublease.** Lessee may not sublease the Premises or assign the Lease unless the written consent of Lessor is first received by Lessee.

10. **Rules, Regulations, and Codes.** Lessee agrees that it will construct, maintain, and operate all improvements on the Premises and use said Premises in strict compliance with all applicable City, State, and Federal rules, regulations, and codes, including, but not limited to, building, zoning, health, and safety codes.

11. **As Is.** Lessee has made an inspection of the Premises and acknowledges that it is fully familiar with the condition thereof and accepts said Premises "as is" in its existing condition, and anything herein or implied by law to the contrary notwithstanding, the Lessor makes no warranty as to the condition of said Premises, whether latent or patent, or as to the fitness or

suitability there of for the purposes for which let or otherwise and makes no agreement to maintain or repair Lessee Improvements.

12. **Entry on Premises.** Lessor reserves the right to enter upon and inspect the Premises and Lessee's improvements thereon and operations thereof at all reasonable times, provided that it has notified Lessee at least twenty-four (24) hours in advance of its intention to enter upon and inspect the Premises. Notwithstanding anything herein to the contrary, Lessor shall have the right to enter the Premises for the above-described purposes without prior notice in the case of an emergency.

13. **Recording.** This Lease Agreement shall be recorded in the Office of the Judge of Probate of Lee County, Alabama by the Lessor.

14. **Notices.** The addresses of the parties, which may be changed by written notice, are as follows:

Lessor: City Clerk
City of Smiths Station
P. O. Box 250
Smiths Station, AL 36877

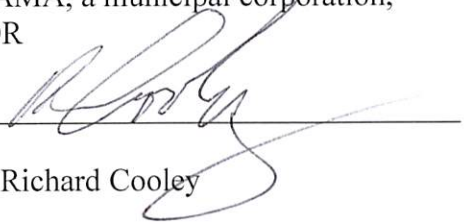
Lessee: Lee County Commission
Chairman
215 South 9th Street
Opelika, AL 36801

15. **Severability.** If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby; and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in duplicate, each of which shall constitute an original, on the day and date first above written.

THE CITY OF SMITHS STATION,
ALABAMA, a municipal corporation,
LESSOR

By: _____

Richard Cooley

Its: Mayor

ATTEST:

By: _____

Its: _____

LEE COUNTY, ALABAMA, a public
entity, LESSEE

By: _____

Jere Colley

Its: Chairman

ATTEST:

By: _____

Blake Beck

Its: Chief Operating Officer

Wendy Swann

From: Ryan Norris
Sent: Wednesday, January 21, 2026 12:22 PM
To: Blake Beck
Cc: Justin Hardee; Wendy Swann
Subject: Parks Budget Adjustment Request

Mr. Beck,

Good afternoon.

The Parks division of our department is needing to request a budget adjustment for Capital purchases of field maintenance equipment to enable us to perform tasks/projects ourselves that have had to be contracted out in the past. The equipment includes the following:

Tractor:	Massey Ferguson 35HP with front end loader, backhoe attachment, and stabilizer pads	
-		\$39,555.00 (State Bid List MA #25-52308)
Infield Machine:	Toro SandPro 5040 18HP with flex blade front lift assembly, solid tine toolbar, mid-mount toolbar system, QAS Nail Drag, Automat Drag Mat -	\$34,691.28 (OMNIA Contract #2023061)
Top-Dresser:	Toro ProPass 200 with tow chassis, fender kit, and hydraulic power pack -	\$23,101.26 (OMNIA Contract #2023061)
Aerator:	Iron Craft 60" Core Plug	
-		\$3,085.00 (State Bid List MA #22-3271-999-11)
Sand Brush:	Not on State Bid List or Purchasing Co-op, so we are still exploring options. Similar items we have located have not exceeded this amount	\$5,000.00

Total Budget Adjustment Request: \$105,432.54

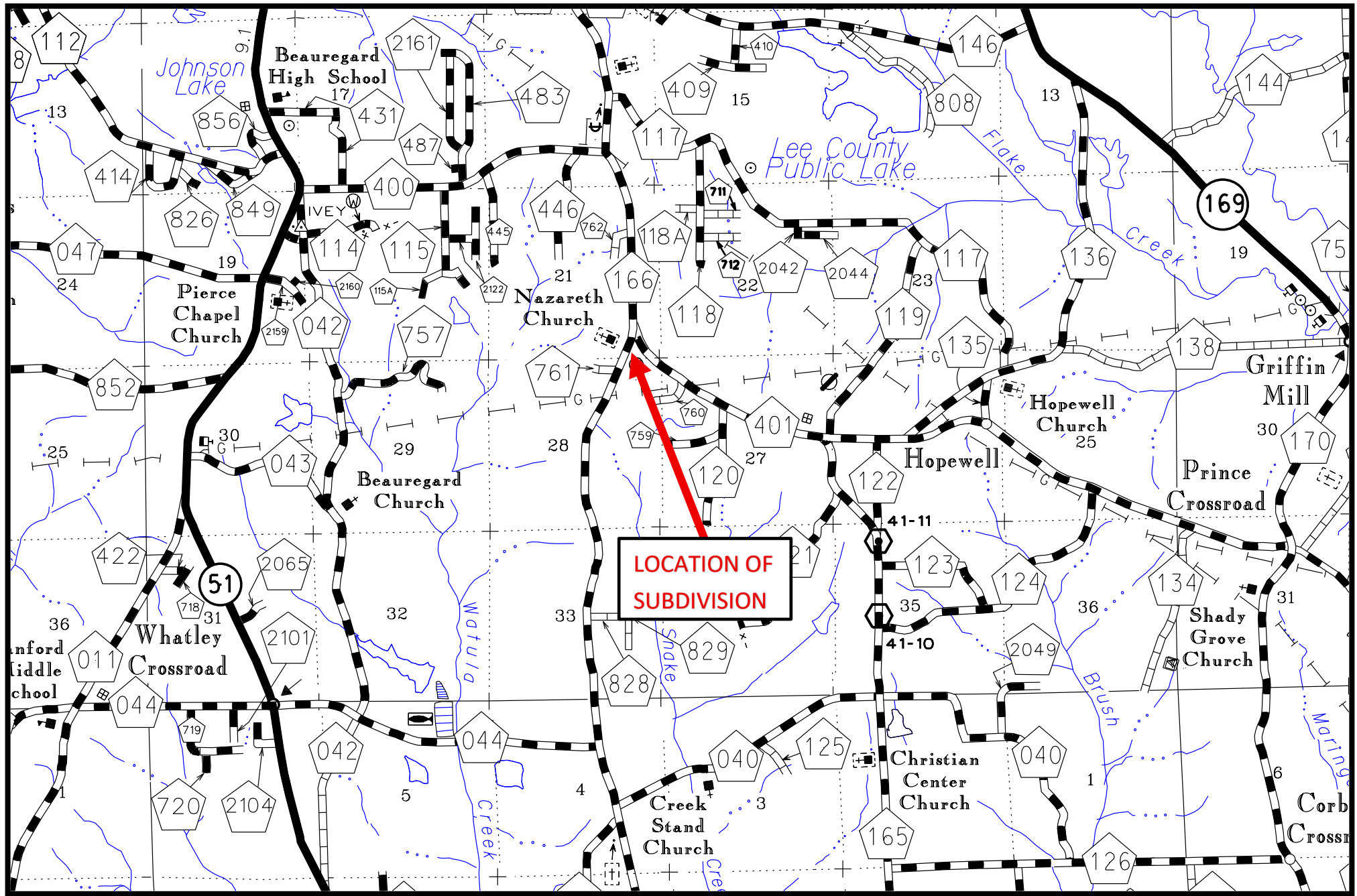
Please let me know if you require more information, or if you have any questions or concerns.

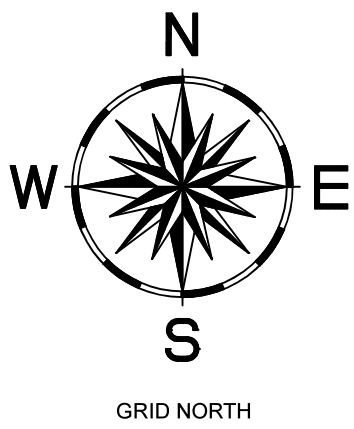
Thanks,

Ryan Norris

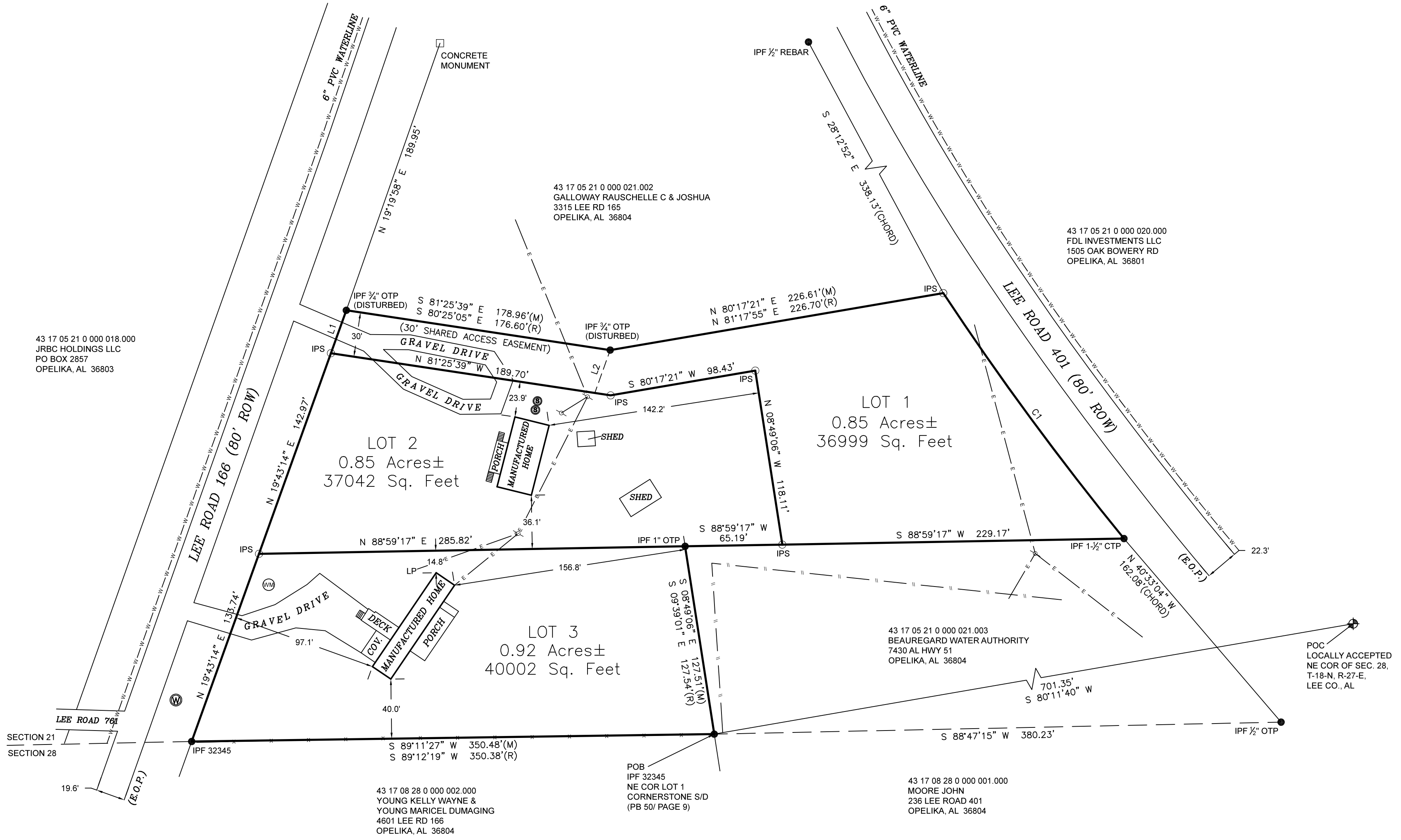
Director, Parks & Grounds Maintenance
Lee County Commission
(334) 737-3606
www.leeco.us

LOCATION MAP





MORALES SUBDIVISION
SECTION 21, T-18-N R-27-E
LEE COUNTY ALABAMA



MEASURED				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2065.38'	204.55'	204.47'	S 36°21'13" E

MEASURED		
LINE	BEARING	DISTANCE
L1	N 19°43'14" E	30.58'
L2	S 19°43'14" W	30.58'

OWNER'S CERTIFICATES

I, FRANCISCO MORALES, THE OWNER(S) OF SAID LANDS SURVEYED BY GEORGE T. SIMS, DO HEREBY CERTIFY THAT TITLE WAS AND IS VESTED IN SAID OWNER(S) AND JOIN IN THE FOREGOING STATEMENT MADE BY SAID, GEORGE T. SIMS AND, DO HEREBY CERTIFY THAT IT WAS AND IS MY (OUR) INTENTION TO JOIN SAID LANDS INTO LOTS AS SHOWN BY SAID PLAT SIGNED AND SEALED IN THE PRESENCE OF:

DATE: _____
FRANCISCO MORALES

I, _____, A NOTARY PUBLIC IN AND FOR _____ COUNTY, _____, HEREBY CERTIFY THAT FRANCISCO MORALES, WHOSE NAMES ARE SIGNED TO THE CERTIFICATE HEREON AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME THAT, BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF OFFICE ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

CERTIFICATE OF BEAUREGARD WATER AUTHORITY
THE UNDERSIGNED, AS AUTHORIZED BY THE BEAUREGARD WATER AUTHORITY HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF THE SAME IN THE PROBATE OFFICE OF LEE COUNTY, ALABAMA.

AUTHORIZED SIGNATURE _____ DATE _____

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER
THE UNDERSIGNED, AS COUNTY ENGINEER OF THE COUNTY OF LEE ALABAMA, HEREBY CERTIFIES THAT THE LEE COUNTY COMMISSION APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LEE COUNTY, ALABAMA, THIS _____ DAY OF _____, 20____.

COUNTY ENGINEER
COUNTY OF LEE, ALABAMA

CERTIFICATE OF APPROVAL BY THE LEE COUNTY HEALTH DEPARTMENT
THE LOT(S) ON THIS PLAT ARE SUBJECT TO APPROVAL OR DELETION BY THE LEE COUNTY (LHD). NO REPRESENTATION IS MADE THAT ANY LOT ON THIS PLAT WILL ACCOMMODATE AN ONSITE SEWAGE SYSTEM(OSS). THE APPROPRIATENESS OF A LOT FOR WASTEWATER SEWAGE TREATMENT AND DISPOSAL SHALL BE DETERMINED WHEN AN APPLICATION IS SUBMITTED. IF PERMITTED, THE LOT APPROVAL MAY CONTAIN CERTAIN CONDITIONS WHICH RESTRICT THE USE OF THE LOT OR OBLIGATE OWNERS TO SPECIAL MAINTENANCE AND REPORTING REQUIREMENTS, AND THESE ARE ON FILE WITH SAID HEALTH DEPARTMENT AND ARE MADE A PART OF THIS PLAT AS IF SET OUT HERE ON. I HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDINGS OF SAME IN THE PROBATE OFFICE OF LEE COUNTY, ALABAMA.

HEALTH OFFICER _____ DATE _____

CERTIFICATE OF APPROVAL BY THE COUNTY COMMISSION
THE WITHIN PLAT OF _____ LEE COUNTY, ALABAMA, IS HEREBY APPROVED BY THE COUNTY COMMISSION OF LEE COUNTY, ALABAMA, THIS _____ DAY OF _____, 20____.

CHAIRMAN, COUNTY COMMISSION
COUNTY OF LEE, ALABAMA

SITE DATA
OWNER: FRANCISCO MORALES
PROPERTY ADDRESS: LEE RD 166
OPELIKA, AL 36804
TOTAL ACRES: 2.62 ACRES±
SMALLEST LOT: 0.85 ACRES±
TOTAL NUMBER OF LOTS IS THREE
FLOOD ZONE X PER FIRM MAP NO 01081C0240H EFFECTIVE 1/17/25
SEWERAGE: PRIVATE SEPTIC TANKS
WATER: BEAUREGARD WATER AUTHORITY

- NOTES:
- COPIES OF THIS SURVEY WITHOUT ORIGINAL SEAL ARE INVALID
 - SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIONS WHICH EXIST AS A MATTER OF RECORD OR EXIST DE FACTO
 - EASEMENTS ARE PRIVATELY MAINTAINED.
 - ALL STRUCTURES, INCLUDING FENCES, ARE PROHIBITED ON EASEMENTS
 - ACCESS TO EASEMENTS SHALL NOT BE RESTRICTED.
 - NO UTILITIES, EASEMENTS OR IMPROVEMENTS LOCATED AT THIS TIME OTHER THAN AS SHOWN.
 - SECTION TIE CALCULATED FROM RECORDED PLAT, NOT FIELD CHECKED AT THIS TIME.

LEGEND

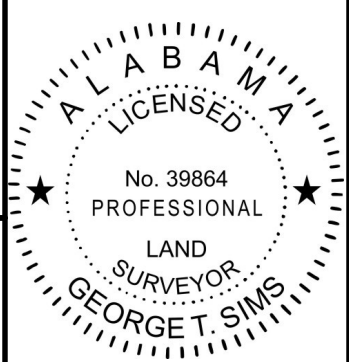
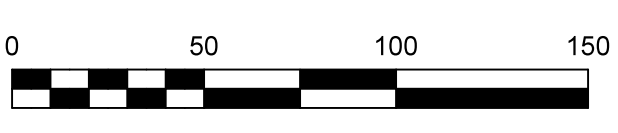
(M) = MEASURED
(R) = RECORDED
OTP = OPEN TOP PIPE
CTP = CRIMPED TOP PIPE
IPF = IRON PIN FOUND
IPS = IRON PIN SET (ACP)
ACP = AUBURN CIVIL PROS, LLC
● = IRON PIN FOUND
○ = 1/2" REBAR SET (ACP)
■ = HUB SET
△ = CALCULATED POINT
□ = CONCRETE MONUMENT
⊥ = POWER POLE
-E- = OVERHEAD ELECTRIC
-X- = WIRE FENCE
-||- = CHAIN LINK FENCE
⊕ = WATER VALVE
⊗ = SEPTIC TANK LID
⊙ = WATER METER

SOURCE OF INFORMATION USED IN MAKING THIS SURVEY IS: DEED BOOK 2515 PAGE 602; DB 2163 PG 897; DB 2532 PG 277; DB 2722 PG 30; PLAT BOOK 50 PAGE 9
BASIS OF BEARING USED: BEARINGS BASED ON GPS RTK OBSERVATION USING ALDOT CORRS. HORIZONTAL DATUM IS NAD 83
ALABAMA EAST ZONE STATE COORDINATE SYSTEM. NORTH IS BASED ON GRID NORTH
DATE OF FIELD SURVEY: 10/21/25 DATE OFFICE WORK COMPLETED: 12/11/25
I HEREBY CERTIFY THAT ALL PARTS OF THIS MAP OF SURVEY HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

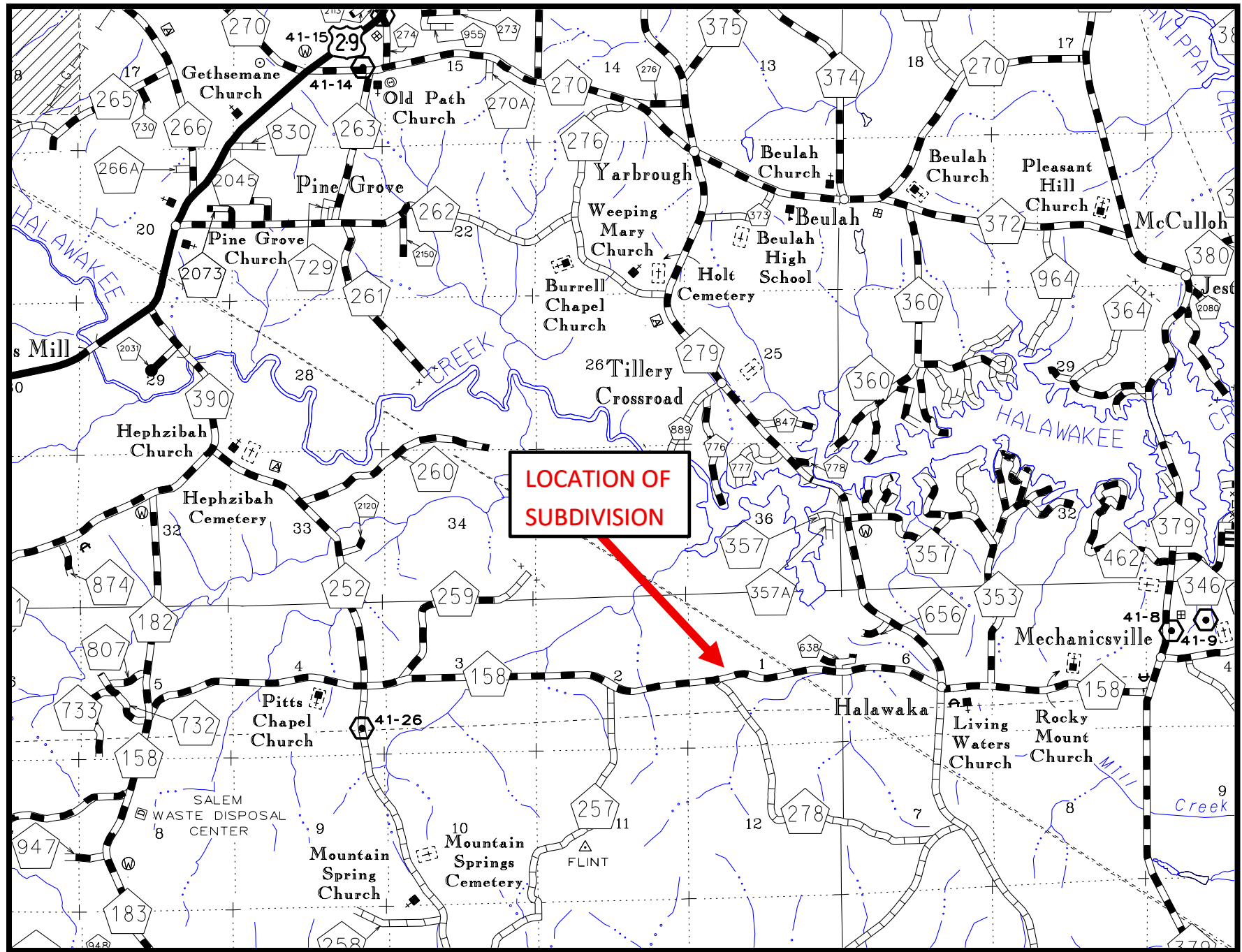
SURVEYOR'S SIGNATURE: *George T. Sims*
GEORGE T. SIMS ALABAMA LICENSE NUMBER 39864



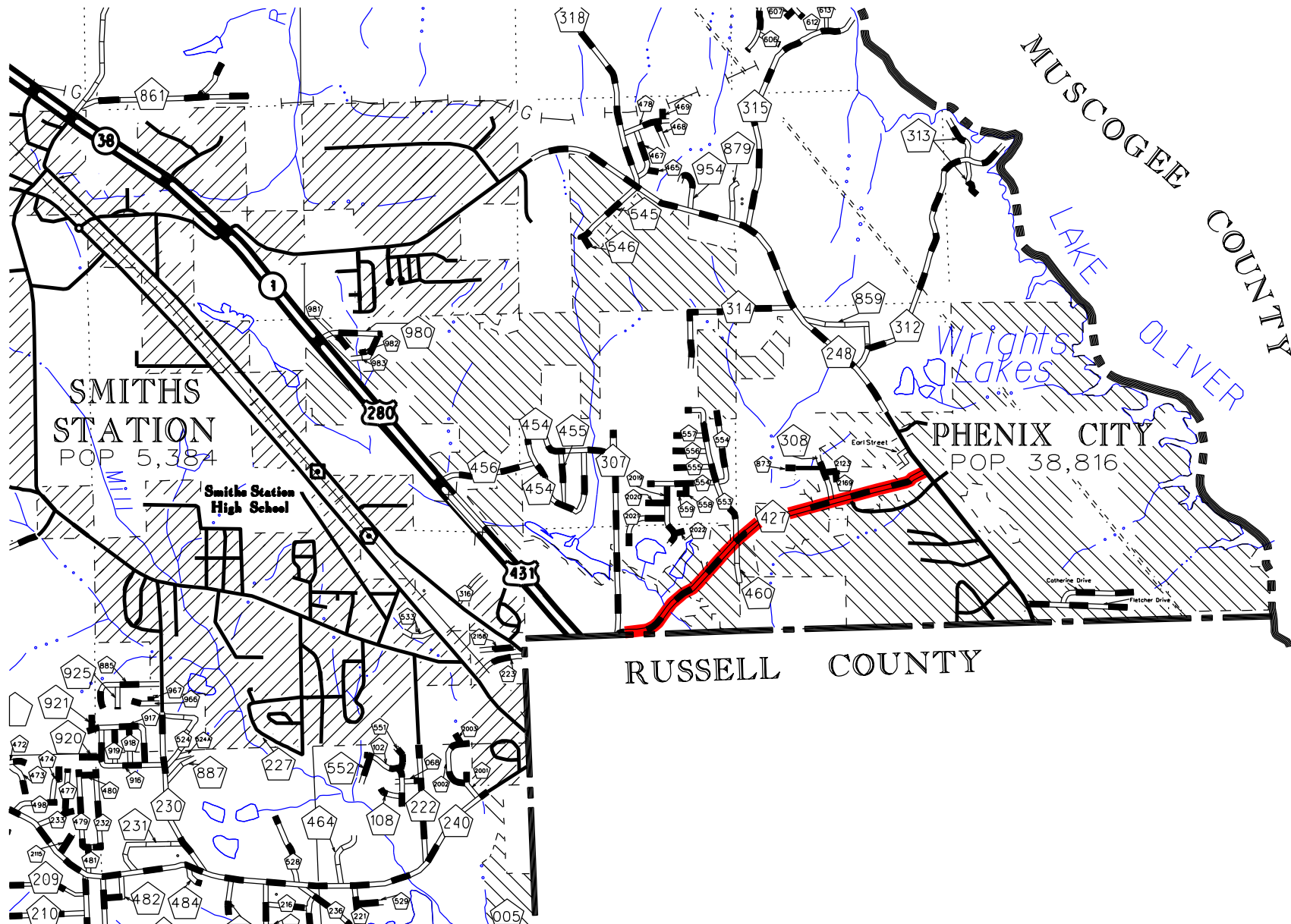
JOB# 25-257
CA #50457



LOCATION MAP



LCP 41-427-25
RESURFACING ON CR-427
FROM SR-38 (US-280) TO CR-248
(1.777 MILES)



**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
LEE COUNTY COMMISSION**

**Project No. STPPC-4126()
CPMS Ref# 100081402 & 100078610**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Lee County Commission, Alabama, (FEIN 63-6001601) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurface CR-427 (Pierce Rd.) from the Russell County line to CR-248 (Summerville Rd.); Project# STPPC-4126(); CPMS REF # 100081402 and 100078610.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$794,880.00 Federal funds unless the Phenix City Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Phenix City Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the COUNTY from COUNTY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Phenix City Area Dedicated)	\$ 36,000.00
County Funds	\$ 9,000.00

TOTAL	\$ 45,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Phenix City Area Dedicated)	\$ 758,880.00
County Funds	\$ 189,720.00

TOTAL (Incl CE&I)	\$ 948,600.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in

compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, 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.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

Lee County, Alabama

ATTEST:

By: _____
As Chairman (Signature)

By: _____
Clerk (Signature)

Print Name of Chairman

Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Joshua W. Kervin, P.E.
Southeast Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Lee County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurface CR-427 (Pierce Rd.) from the Russell County line to CR-248 (Summerville Rd.); Project# STPPC-4126(); CPMS REF # 100081402 and 100078610.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Lee County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The COUNTY agrees to ensure that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,

U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

NON-APPROPRIATION AND PRORATION

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the COUNTY shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the COUNTY is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the COUNTY shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

NO CONFLICT WITH APPLICABLE LAW

If any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this AGREEMENT which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE