

STATE OF ALABAMA)
)
 FRANKLIN COUNTY)
)

FRANKLIN COUNTY COMMISSION
 REGULAR MEETING
 MARCH 20, 2023 8:30 AM

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Jason Miller, Joseph Baldwin, and David Hester as Members.
Absent: Chris Wallace.

ALSO PRESENT: Coroner Charles Adcox, Revenue Commissioner Stratt Byars, Solid Waste Manager Gene Ward, Mark Latham of the Franklin County Sheriff’s Office, County Engineer Jason Baggett, Ron Coats of Franklin County EMA, Archives Director Chris Ozbirn, County Administrator Leah Mansell, Terry Bolton, Lowell Moore, Maria Camp of the *Franklin County Times*, and John Pilati of the *Franklin Free Press*.

CALL TO ORDER

Chairman Barry Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member David Hester.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Joseph Baldwin.

ROLL CALL

Chairman Barry Moore stated that all Members are present except Commissioner Wallace.

PUBLIC COMMENTS

Chairman Moore reminded everyone of the Public Hearing at Russellville First Baptist Church tomorrow at 6:00 PM to consider creating a polling center at the church that includes the College Avenue, Electric Warehouse and Courthouse precincts.

Chairman Moore stated that on April 12 there will be an ADECA Broadband meeting at the Russellville High School Multi-Purpose room. He stated that ADECA is visiting all 67 counties to discuss broadband.

Chairman Moore stated that the Commission had discussed the broadband specifications at the work session but they are not on the agenda because they will be sent to IAC and approved in the application for broadband.

Chairman Moore stated that RC&D is assisting local counties in purchasing weather radios again. He said that Winston County, the City of Haleyville and Franklin County are purchasing the radios that will be distributed to Colbert, Franklin, Marion, Winston and Lauderdale Counties. He said that this would need to be added to the agenda as item number 9.

Solid Waste Manager Gene Ward stated that he needed to add soliciting bids to purchase a dump truck for the landfill to the agenda. Chairman Moore stated that this would be item 6B.

Commissioner David Hester told everyone about a job fair in Red Bay on April 3 at the Red Bay Recreation Center from 9:00 AM to 11:00 AM due to Tiffin layoffs.

APPROVAL OF AGENDA

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 6B to the agenda concerning bidding to purchase a dump truck for the landfill.

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 9 to the agenda concerning purchasing weather radios through an RC&D grant for Colbert, Franklin, Marion, Winston, and Lauderdale Counties.

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the overall agenda as presented to include additions.

APPROVAL OF MINUTES

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the February 21, 2023 Regular Meeting Minutes.

APPROVAL OF BILLS

It is on motion of Mr. David Hester, second by Mr. Jason Miller unanimously ordered, adjudged and decreed by the Board to approve the February bills for payment.

NEW BUSINESS

CORONER

SALARY

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the resolution and proposed bill that will be introduced in the Alabama Legislature increasing the Coroner's expense allowance from

\$4,200.00 to \$9,700.00, effective October 1, 2023 and following the term of office after the 2026 General Election, the expense will be null and the salary will be \$10,000.00.

Resolution and proposed bill as follows:

RESOLUTION OF THE FRANKLIN COUNTY COMMISSION

A RESOLUTION REQUESTING THE INTRODUCTION OF LEGISLATION TO AMEND FRANKLIN COUNTY LOCAL LAWS 1973-446, 1971-491, 90-461 CONCERNING THE OFFICE OF THE FRANKLIN COUNTY CORONER

WHEREAS, the Franklin County Commission is desirous of amending the provisions of *Franklin County Local Laws* 1973-446, 1971-491, 90-461 to remove certain expense allowances currently payable to the coroner by including the amount currently payable as an expense allowance in the coroner's annual salary, to be effective for the term of beginning after the 2026 General election; and

WHEREAS, the Franklin County Commission is further desirous of providing a method by which the coroner's salary would be increased by uniform increases in compensation granted equally to all county employees and specifying that the person holding the office of coroner may participate in any County or State sponsored health insurance or retirement plans under the same terms as all county employees.

NOW THEREFORE, BE IT RESOLVED by the Franklin County Commission that the Commission supports the introduction and passage of local legislation in the same or substantially similar form that shown on Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED that the Chairman and is hereby authorized to present this Resolution and any attached exhibits to members of the Franklin County legislative delegation and to take such action as they deem necessary in connection with the introduction and passage of the proposed legislation attached as Exhibit "A" to this Resolution, including, but not limited to, publishing notice of the same once per week for 4 consecutive weeks in a newspaper or newspapers published in Franklin County.

ADOPTED AND APPROVED the 20th day of March 2023.



Barry Moore, Chairman

Absent

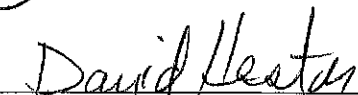
Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV

ATTEST:



Leah Mansell, County Administrator

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A BILL

TO BE ENTITLED

AN ACT

Relating to Franklin County; to amend Sections 1973-446, 1971-491, 90-461 of the Code of Alabama 1975 (Local Laws); to authorize the Franklin County Commission to appropriate and expend funds for the operation of the office of Coroner of Franklin County, Alabama; and to provide for the annual salary and other benefits for the Coroner of Franklin County, Alabama.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Sections 1973-446, 1971-491, 90-461 of the Code of Alabama 1975 (Local Laws), is amended in its entirety to read as follows:

- (a) Effective October 1, 2023, the Coroner of Franklin County shall receive an expense allowance in the amount of nine thousand, seven hundred dollars (\$9,700) per annum, which shall be in addition to all other expense allowances, compensation, or salary provided by law. The expense allowance shall be paid in equal monthly installments from the general fund of the county.
- (b) Effective for the term of office beginning after the 2026 General Election, the expense allowance provided for in subsection (a) shall be null and void and the Coroner of Franklin County shall receive an annual salary of ten thousand dollars (\$10,000), to be paid in equal monthly installments from the general fund of the county. The salary in this subsection shall be the total compensation paid to the coroner, subject to the adjustments provided in subsection (c).
- (c) In addition to the salary provided in subsection (b), the salary of the coroner shall be increased by any uniform increases in compensation granted equally to all county employees by the Franklin County Commission. In addition, the coroner may participate in the county health insurance plan and any retirement plan provided to county employees under the same terms as county employees.
- (d) The Franklin County Commission may appropriate and expend county funds for the coroner's salary, benefits, and expenses necessary for the operation of the office of the coroner. The Franklin County Commission may provide the coroner with expenses for the operation of a motor vehicle or may furnish the coroner with the use of a county vehicle.
- (e) The Franklin County Commission may authorize the coroner to appoint one or more deputy coroners to perform the duties of the coroner in the absence of the coroner and provide for the compensation of any deputy coroner appointed.

1 Section 2. This act shall become effective immediately following
2 its passage and approval by the Governor or upon its otherwise
3 becoming law.
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COURTHOUSE

ELEVATOR BIDS

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the lowest responsible bid of \$71,500.00 from Mowrey Elevator for upgrades on the courthouse elevator.

Bid tabulation as follows:

Bid Tabulation on Elevator

	<u>Modernization/Repair/Refurbishment</u>	<u>Optional Cab Upgrade</u>	<u>Total</u>
Bagby Elevator*	93,590.00	13,920.00	107,510.00
Mowrey Elevator	71,500.00	12,500.00	84,000.00
Team Elevator	88,900.00	11,500.00	100,400.00

*Bid included several excusions.

Attachment 1

BID SUBMITTAL FORM

Company Name: Bagby Elevator Company, INC.

Address: 3608 Messer Airport Highway
Birmingham, AL 35222

Company Representative Name and Title: Patrick Moore - Sales Representative

Email address: patrick.moore@bagbyelevator.com Phone: 205-591-4245

License Number #: 46674

By submitting this bid, we agree:

That the model identified in the bid and any services meet the bid specifications*

That the bid price will be honored for the period through the contract term.

That project provided from awarded bidder will be as described in this bid at the bid price.

That the company representative listed above will be the source of contact for the contract.

That awarded bidder will be responsible for providing all goods and services included in the ITB. *See above

That the bid includes the forms required under Alabama law as defined in this ITB.

That the bid includes a bid bond as required under Alabama law and as defined in this ITB.

That the bidder agrees to be compliant with the minimal legal terms as defined in this ITB.

That Bidder will provide a performance bond and insurance certificate as required by this ITB.

That the bidder is not suspended or debarred from contracting pursuant to 2 C.F.R. §200.214 and will provide notice if that status changes during the contract term.

(Subject to Exceptions/
Initials Clarifications)

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Signature of company representative submitting bid: _____

Title: Exec VP / Sec

*See Exceptions & Clarifications re: 5/90 rule

B

[Handwritten Signature] 3-3-2023

Attachment 2

BID FORM

Bidder Name: Bagby Elevator Company, INC

Pricing must include all necessary materials, mechanical installation, freight, and rental equipment for a complete job. Costs should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Bidders are required to bid on all items.

Quantity	Description	Price
1	MODERNIZATION/RENOVATION/REFURBISHMENT OF DOVER 2500 CAPACITY ELEVATOR	\$93,690.00
1	OPTIONAL UPGRADE TO ELEVATOR CAB	\$13,920.00

* See SOW in Proposals of 3-2-2023 including cab option

* See Exceptions/Clarifications re: 519 rule

By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by: Bagby Elevator Co, Inc

Hunter M. Bagby
Name (printed)

3-3-2023
Date

[Signature]
Signature

Exec VP/Sec
Title

GC# 46674

VB

Attachment 1

BID SUBMITTAL FORM

Company Name: Mowrey Elevator Company of Fl., Inc.

Address: 4518 Lafayette St, Marianna, Fl. 32446

Company Representative Name and Title: Tony Glover Modernization Manager

Email address: tony@mowreyelevator.com Phone: 850-693-3738

License Number #: _____

By submitting this bid, we agree:

- | | Initials |
|--|----------|
| That the model identified in the bid and any services meet the bid specifications. | <u>✓</u> |
| That the bid price will be honored for the period through the contract term. | <u>✓</u> |
| That project provided from awarded bidder will be as described in this bid at the bid price. | <u>✓</u> |
| That the company representative listed above will be the source of contact for the contract. | <u>✓</u> |
| That awarded bidder will be responsible for providing all goods and services included in the ITB. | <u>✓</u> |
| That the bid includes the forms required under Alabama law as defined in this ITB. | <u>✓</u> |
| That the bid includes a bid bond as required under Alabama law and as defined in this ITB. | <u>✓</u> |
| That the bidder agrees to be compliant with the minimal legal terms as defined in this ITB. | <u>✓</u> |
| That Bidder will provide a performance bond and insurance certificate as required by this ITB. | <u>✓</u> |
| That the bidder is not suspended or debarred from contracting pursuant to 2 C.F.R. §200.214 and will provide notice if that status changes during the contract term. | <u>✓</u> |

Signature of company representative submitting bid: _____

Title: Modernization Manager

Attachment 2

BID FORM

Bidder Name: Mowrey Elevator Company of FL, Inc.

Pricing must include all necessary materials, mechanical installation, freight, and rental equipment for a complete job. Costs should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Bidders are required to bid on all items.

Quantity	Description	Price
1	MODERNIZATION/RENOVATION/REFURBISHMENT OF DOVER 2600 CAPACITY ELEVATOR	\$71,500.00
1	OPTIONAL UPGRADE TO ELEVATOR CAB	\$12,500.00

By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

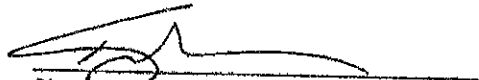
Submitted by :

Tony Glover

Name (printed)

3/1/2023

Date



Signature

Modernization Manager

Title

Attachment 1

BID SUBMITTAL FORM

Company Name: TEAM ELEVATOR LLL

Address: 5440 Woodford Dr

Birmingham AL 35242

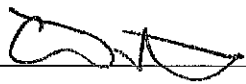
Company Representative Name and Title: ARTHUR STEDEN / MANAGING MEMBER / OWNER

Email address: ARTHUR@TEAMELEVATOR.COM Phone: 205-252-0812

License Number #: AL1EL

By submitting this bid, we agree:

- That the model identified in the bid and any services meet the bid specifications. Initials
AS
- That the bid price will be honored for the period through the contract term. AS
- That project provided from awarded bidder will be as described in this bid at the bid price. AS
- That the company representative listed above will be the source of contact for the contract. AS
- That awarded bidder will be responsible for providing all goods and services included in the ITB. AS
- That the bid includes the forms required under Alabama law as defined in this ITB. AS
- That the bid includes a bid bond as required under Alabama law and as defined in this ITB. AS
- That the bidder agrees to be compliant with the minimal legal terms as defined in this ITB. AS
- That Bidder will provide a performance bond and insurance certificate as required by this ITB. AS
- That the bidder is not suspended or debarred from contracting pursuant to 2 C.F.R. §200.214 and will provide notice if that status changes during the contract term. AS

Signature of company representative submitting bid: 

Title: MANAGING MEMBER / OWNER

Attachment 2

BID FORM

Bidder Name: TEAM ELEVATOR LLC

Pricing must include all necessary materials, mechanical installation, freight, and rental equipment for a complete job. Costs should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Bidders are required to bid on all items.

Quantity	Description	Price
1	MODERNIZATION/RENOVATION/REFURBISHMENT OF DOVER 2500 CAPACITY ELEVATOR	88,900 ⁰⁰
1	OPTIONAL UPGRADE TO ELEVATOR CAB	11,500 ⁰⁰

By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

ARTHUR STEBER
Name (printed)

3/3/23
Date

[Signature]
Signature

OWNER
Title

HIGHWAY DEPARTMENT

ADVERTISE FOR FY2023 REBUILD ALABAMA PROJECTS

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to advertise for the FY2023 Rebuild Alabama Projects.

Advertisement as follows:



Advertisement for Bid Franklin County



Franklin County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for **the RESURFACING AND TRAFFIC STRIPE ON SITE NO. 1 (HWY 77 FROM AL HWY-24 TO HWY 48), SITE NO. 2 (HWY 124 FROM AL HWY-24 TO AL HWY-24), AND SITE NO. 3 (LEDBETTER RD. FROM HWY 124 TO HWY 23)** within Franklin County. This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and Alabama Code Title 39, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Alabama Code regardless of the requirement being explicitly detailed in the bid proposal or not.

Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word "BID" on the outside of the bid package along with Bid Proposal for **PROJECT NO. RAAFCP-2023(001)**, the bid date and the Alabama General Contractor's License Number.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements as well as all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act.

Sealed bids will be received by the Franklin County Commission at 405 North Jackson Avenue Russellville, Alabama 35653 until 10:00 AM Central Time on April 19, 2023, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Franklin County Commission.

Specifications and plans are on file and may be picked up between the hours of 8:00 A.M. to 5:00 P.M. (Central Time) Monday through Thursday at the Franklin County Highway Department located at:

600 Park Blvd NE
Russellville, Alabama 35653
Phone Number: 256-332-8434

Franklin County reserves the right to accept or reject all Bids or any portion thereof.

DECLARE 2020 MADDOCK DITCHER SURPLUS AND SELL

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to declare the 2020 Maddock Ditcher surplus property and sell on GovDeals.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



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

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

March 13, 2023

Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Surplus Property
2020 Maddock Roadside Ditcher RD-90X

Dear Judge Moore:

I am recommending the following item be declared surplus property and listed on govdeals.com (see attached photos).

Equipment #	Year	Make	Model	Serial Number	Hours
8034	2020	Maddock	RD-90X	RD90X BDCCEB3CE19031	4

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

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

COUNTY ENGINEER
Jason Baggett



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

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



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

PURCHASE LEASED MOTOR GRADERS

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to purchase the two 2018 Caterpillar Motor Graders that the Highway Department is currently leasing.

SOLICIT QUOTES ON INTEREST RATES ON TWO MOTOR GRADERS AND TWO MINI EXCAVATORS

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to solicit quotes on interest rates on two 2018 Caterpillar Motor Graders and two 2018 Takeuchi Mini Excavators.

ADVERTISE TO HIRE ROADWAY MAINTENANCE TECHNICIAN II

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to advertise to hire a Roadway Maintenance Technician II.

REVENUE COMMISSION

PROPERTY CLERK

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to hire Jennifer Mansell as a Property Clerk in the Revenue Commission Office, effective March 21, 2023.

Letter as follows:

Stratt Byars

Franklin County Revenue Commissioner

PROPERTY

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

TAGS

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

March 17, 2023

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

Judge Moore and Commissioners,

After the review of applications and interviews, I would like to request that Jennifer Mansell be hired to fill the vacant full time position of Property Clerk effective March 21, 2023. Thank you.

Sincerely,



Stratt Byars
Revenue Commissioner
Franklin County

SHERIFF'S OFFICE AND JAIL

ADVERTISE FOR DEPUTY

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to advertise for the vacant Deputy position left by the retirement of Investigator Jason Holcomb.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

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

March 2, 2023

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

Gentlemen,

I am requesting that you advertise for a Deputy Sheriff's position as soon as possible. Replacing Jason Holcomb

Sincerely,

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

Shannon Oliver
Sheriff

HIRE PART TIME AS NEED CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire Sarah Kimbrough as a part time as needed Corrections Officer/Dispatcher, effective March 6, 2023.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

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

March 6, 2023

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

Gentlemen,

After reviewing applications and conducting interviews, I am hiring Sarah Kimbrough as a part time as needed Correction Officer / Dispatcher. Effective March 6, 2023

Sincerely,

A handwritten signature in blue ink, appearing to read "S.O.", representing Shannon Oliver.

Shannon Oliver
Sheriff

HIRE PERMANENT CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire Alexis Browning as a permanent Corrections Officer/Dispatcher, effective March 8, 2023.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

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

March 7, 2023

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

Gentlemen,

After reviewing applications and conducting interviews, I am hiring Alexis Browning permanent full time as Corrections Officer /Dispatcher. Effective March 8, 2023.

Sincerely,

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

Shannon Oliver
Sheriff

SOLID WASTE

LEGAL ANALYSIS FOR LOCAL APPROVAL

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the legal analysis for local approval of the Franklin County Solid Waste Management Plan at an estimated cost of \$6000 to \$8000.

Contract as follows:



GRADY MOORE
t: (205) 226-8718
f: (205) 488-5704
e: gmoore@balch.com

March 30, 2023

VIA E-MAIL (FCPJUDGE@HIWAAY.NET)

Judge Barry Moore
Chairman
Franklin County Commission
P.O. Box 1205
Russellville, AL 35653

Re: Special Legal Representation

Dear Judge Moore:

We are delighted to represent the Franklin County Commission in providing legal advice regarding the County's obligations and authorities related to solid waste facilities and solid waste management. This letter and the enclosed Standard Terms of Representation describe the basis on which our firm will provide legal services to you.

Scope of Engagement. We have been engaged to advise you in connection with the County Commission's local approval obligations and procedures related to new or modified solid waste facilities and, also, the potential for the County to make amendments to its current Solid Waste Management Plan. We have agreed that our engagement is limited to performance of legal services related to this matter. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

Fees. We have agreed to an hourly fee rate as described herein. Based on our experience, we have estimated that our fees associated with this matter are likely to be approximately \$6,000 - \$8,000. Please note this estimate is not a guarantee of the fees to be incurred on this matter, and the basis for computing our actual fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The hourly billing rates for lawyers assigned to this matter are \$290 per hour for Claire Johnson and my hourly rate is \$645 per hour. These billing rates are subject to change from time to time. As explained in the enclosed Standard Terms of Representation, other factors also may be taken into consideration in determining our fees.

Judge Barry Moore
March 30, 2023
Page 2

Consent to Future Conflicts (Advance Waiver of Conflicts). Our firm is a relatively large law firm and represents many other companies and individuals. Thus, during the time we are representing you, we may also represent other present or future clients in disputes or transactions adverse to you that are unrelated to this representation. For example, the County and a commercial client of ours may have a dispute concerning an easement in the future. You agree that our representation of you in this present matter will not disqualify our firm from opposing you in other matters, including litigation, that are unrelated to the subject matter of this representation. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature acquired by us as a result of our representation of you to your material disadvantage in connection with any litigation or other such matter.

Standard Terms of Representation. Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which you should review carefully before agreeing to our engagement. Please indicate your acceptance of the terms of this letter and the Standard Terms of Representation by signing and returning a copy of this letter. Please call me if you have any questions.

Sincerely,


Grady Moore

CGM:ls

Enclosure

AGREED AND ACCEPTED:

Franklin County Commission

By: 

Title: 

Date: 4-11-23



Standard Terms of Representation

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire agreement between you and Balch & Bingham LLP regarding our representation of you in the matter described in the engagement letter. They supersede any prior understandings and agreements, written or oral, and may not be changed by any subsequent billing requirements, outside counsel guidelines, or other communications without our consent.

Who Are We Representing

We represent the person or entity identified in our engagement letter excluding any personal or corporate associates or affiliates. Accordingly, representing you in this matter will not prevent us from representing other clients of the firm if they are or become adverse to any of your associates or affiliates.

Who Will Provide the Legal Services

One of our lawyers will be principally responsible for providing the representation you requested. You are free to request a change of principal lawyer at any time. Subject to the principal lawyer's supervision, work associated with representing you may be performed by other lawyers and legal assistants.

Client Responsibilities

You agree to pay our fees and expenses incurred in representing you. In addition, you agree to provide complete and accurate information on the matter involved in this representation and to cooperate with our requests for information, communication and decision-making.

Advice about Possible Outcomes

During this representation, we may express opinions on factual issues, legal problems, courses of action, or possible outcomes. Such statements are expressions of opinion only, preliminary in nature based on information available to us at the time, and are not promises or guarantees.

Consulting Ethics Counsel

We believe that it is in our clients' interest, as well as the firm's interest, that when legal ethics or related issues arise during a representation, including any dispute between us, we obtain expert analysis of our obligations at our own expense. You agree: (i) that if we determine during the course of the representation that it is appropriate to consult with our internal or outside counsel, we have your consent to do so; (ii) that our representation of you shall not, thereby, waive any attorney-client privilege that we may have to protect the confidentiality of our communications with counsel or any work product immunity that we may have over documents prepared, collected, or assembled by our counsel; and (iii) that no conflict, fiduciary, or other similar exception to such privilege or immunity shall apply.

Termination of Engagement

You may, at any time, terminate our representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered and expenses already incurred, including work in progress and remaining incomplete at the time of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In that event, we will take reasonable and practical steps to protect your interests in the matter involved in the representation, and you agree to cooperate with any actions necessary to our withdrawal. We will be entitled to be paid for all services rendered and expenses incurred on your behalf through the date of withdrawal.

Conclusion of Representation; Retention and Disposition of Documents

Unless terminated, our representation of you in the specified matter will end with delivery of our final statement for services rendered in the matter.

If requested, your documents and any property will be returned to you upon payment of outstanding fees and expenses, although we reserve the right to maintain copies of any documents we deem appropriate. We will retain our own files pertaining to the matter including, for example, firm administrative records and internal lawyers' work product. We reserve the right to dispose of any such documents, property or files retained by us in accordance with our records retention policy without further notice to you.

Post-Engagement Matters

Your interests in the matter involved in this representation may be impacted by changes that may occur in the applicable laws or regulations after the conclusion of our representation. The firm has no continuing obligation to provide advice with respect to future legal developments unless you engage us to do so.

How Fees Are Set

Unless set forth in writing to the contrary, our fees for this representation will be determined by the time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Any alternative billing arrangement may reflect consideration of:

- The novelty and difficulty of the questions involved;
- The skill requisite to perform the legal services properly;
- The experience, reputation, and ability of the lawyers performing the services;
- The fee customarily charged in the locality for similar legal services;
- The time limitations imposed by you or by the circumstances; and
- The value of property involved and the results obtained. The hourly billing rates of our lawyers and legal assistants are adjusted periodically.

Estimates

Any estimate of the amount of fees and expenses likely to be incurred in connection with a particular matter is not a maximum or fixed-fee quotation unless expressly stated otherwise. Further, your obligation to pay the firm's fees and expenses is in no way contingent on the ultimate outcome of the matter.

Expenses

Expenses incurred in this representation will be described on our periodic statements for services rendered, such as copying, messenger and delivery service, computer research, travel, long-distance telephone and fax charges, and filing fees.

You also agree to pay the fees and expenses of any investigators, consultants, or experts necessary in our judgment to represent your interests in this representation. Absent special circumstances, their fees and expenses will be billed directly to you for direct payment.

Payment of Statements

Unless otherwise agreed, we will bill you monthly for our fees and expenses in this representation. Payment is due promptly upon receipt of our statement. If your account becomes delinquent, and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of the account.

Retainer and Trust Deposits

Unless otherwise agreed, any retainer will be credited toward any unpaid invoices remaining at the end of this representation. Any balance remaining thereafter will be returned to you. If an initial retainer proves insufficient at any point during the representation, we reserve the right to require you to increase the retainer.

All trust deposits we receive, including retainers, are placed in a trust account which, pursuant to court rules, will be placed in a state-wide pooled account where the interest earned is paid to a charitable foundation or state bar association.

Future Engagements

Unless expressly indicated in writing otherwise, any future matters with which we assist will be governed by these Standard Terms of Representation.

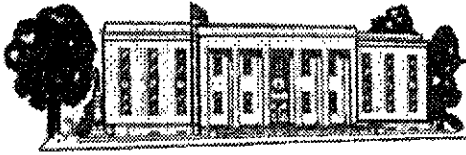
BID USED DUMP TRUCK FOR LANDFILL

It is on motion of Mr. Joseph Baldwin, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve solicit bids on a used dump truck for the landfill.

REAPPOINTMENT OF DIRECTOR/COUNTY ARCHIVIST

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the reappointment of Chris Ozborn as Director/County Archivist for a two year term, effective March 14, 2023.

Letter as follows:



MARY SCOFIELD • CHIEF CLERK

BARRY MOORE

JUDGE OF PROBATE

FRANKLIN COUNTY

P.O. Box 70
Russellville, Alabama 35653
(256) 332-8801

March 9, 2023

Franklin County Commission

In accordance with they by-laws of the Franklin County Archives and Research Center Board of Advisors, I hereby request the reappointment of Chris Ozbirn as Director/County Archivist for a two year term, beginning March 14, 2023.

Sincerely,

Barry Moore
Probate Judge and Chairman
Franklin County Commission

RIVERBEND BOARD OF DIRECTORS APPOINTMENT

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the reappointment of Mike Mayfield to the Riverbend Board of Directors for a six year term, effective April 1, 2023.

Letter as follows:

Leah Mansell

From: Mike Mayfield <Mike.Mayfield@cbsbank.net>
Sent: Monday, March 20, 2023 10:34 AM
To: lmansell@hiwaay.net
Subject: Riverbend Board Appointment

I would like to be appointed to serve another term on the Riverbend Board of Directors.

Thank you,

Mike Mayfield

Mike Mayfield
1st Vice President
Security Officer
CB&S Bank, Inc.
P.O. Box 910
200 Jackson Ave. South
Russellville, AL 35653
Office: (256) 277-0078
Mobile: (256) 412-6793



****This email message is private and may contain confidential or privileged information****

WEATHER RADIO PURCHASE THROUGH RC&D

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the purchase of weather radios through RC&D at a cost of \$10,015.45. Winston County and Haleyville will also be purchasing radios and they will be distributed among Colbert, Franklin, Winston, Marion, and Lauderdale counties.

Information as follows:

Leah Mansell

From: Barry Moore <fcpjudge@hiwaay.net>
Sent: Wednesday, March 15, 2023 1:38 PM
To: 'Leah Mansell'
Subject: FW: Weather Radio Project 2023
Attachments: ACFrOgAr0cfAewJFDA_JtxWJYAHcWqJdRzoJVH0SOxGTkGqz35alcwRX_nqYr1-2xwH4rQr7M-g4koU61egRZDeo3T_mOV7Fy-_GUSSEfxUcR3L-wRbwixEgZ0NgB10=.pdf

From: Vanessa King [mailto:vking@nwalrcd.org]
Sent: Wednesday, March 15, 2023 1:26 PM
To: Mary Glass; AJ Brown; Mayor (Winston County) Ken Suneri; Judge Barry Moore; Chairman (Winston County) Roger Hayes; Executive Director (NWAL RC&D) Lauranne James
Subject: Weather Radio Project 2023

As you know we have received such great feedback on the weather radio project, that our council has decided to fund this project again. To make this possible our council needs to partner with Winston & Franklin EMA as well as the City of Haleyville. A total of 1,150 weather radios, this will be 230 radios per county (Colbert Franklin Marion Lauderdale Winston) will need to be purchased. I have attached last year's invoice from Midland just in case you need that. We are excited to work with each county ema to distribute them to the community. Once you have received a shipment date please let me know so we can work on distribution. Please let me know if you have any questions or need any additional information.

Winston County EMA to purchase - 383 @ \$10,015.45
Franklin County EMA to purchase - 383 @ \$10,015.45
City of Haleyville to purchase 384 @ \$10,041.60

Once you have a paid PO or canceled check we will reimburse you as soon as possible.

We truly thank you for your help with this project.

--
Vanessa King
Office Manager
Northwest RC&D Council
Office 256-383-1446
Cell 256-443-5060



Midland Radio Corporation
 5900 Parretta Drive
 Kansas City MO 64120
 (816) 241-8500

Sales Order

Order Number: 46847

Order Date: 3/7/2022

Customer Account: Emergency Managers

Sold To
 COLBERT COUNTY COMMISSION
 201 NORTH MAIN ST
 Tuscumbia AL 35674
 United States

Ship To
 EMA'S OFFICE
 201 NORTH MAIN ST
 35674
 United States

Customer PO	Ship VIA	FOB	Terms
50428	FedEx Ground		Net 30

Memo
 LIFT GATE REQUIRED 2563868558 KEITH REEVES

Item Code/Description	Unit	Ordered	WHSE	Back Order	Price	Amount
WR120B WX 25 Code Same w/Alarm Clock	Ea	1,205	001	0	\$24.89	\$29,992.45
BATTAA AA Alkaline Battery	Ea	3,615	001	0		\$0.00

Net Order \$29,992.45
Tax Total (%) \$0.00
Order Total \$29,992.45

ADJOURNMENT

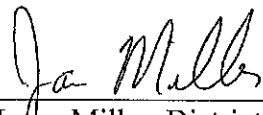
It is on motion of Mr. David Hester, second by Mr. Jason Miller, that the meeting be adjourned.



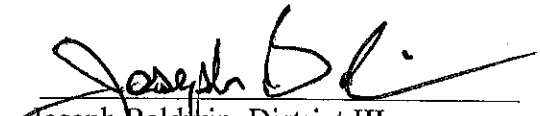
Barry Moore, Chairman

Absent

Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV