

STATE OF ALABAMA)
)
 FRANKLIN COUNTY)
)

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

PRESENT: Messrs., Chris Wallace, Jason Miller, Joseph Baldwin, and David Hester as Members.

ALSO PRESENT: Mark Latham of the Franklin County Sheriff’s Office, County Engineer Jason Baggett, Assistant County Engineer Caleb Sherill, Revenue Commissioner Stratt Byars, EMA Director Mary Hallman-Glass, County Administrator Leah Mansell, John Pilati of the *Franklin Free Press*, Scott Mugno, Evan Hargett, John McReynolds.

CALL TO ORDER

Chairman Pro Tem Hester called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member Chris Wallace.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Joseph Baldwin.

ROLL CALL

Chairman Pro Tem Hester stated that all Members are present except Chairman Moore who is out of town.

PUBLIC COMMENTS

Chairman Pro Tem Hester stated that The Commission would like to recognize EMA Director Mary Glass for obtaining her CLEM Certification. Mary, once you receive a certificate, the Commission would like to get a picture.

Chairman Pro Tem Hester stated that the following items needed to be added to the agenda:

Under the Sheriff’s Office/Jail as item number 5G, FMLA Leave and Catastrophic Sick Leave for Deputy Colin James.

Under the Sheriff’s Office/Jail as item number 5H, Resignation of Sheriff’s Office Clerk Samuel Cosby.

Under the Sheriff's Office/Jail as item number 5I, advertise for vacant Sheriff's Office Clerk position.

Item number 10, the Farm City Week Resolution.

APPROVAL OF AGENDA

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 5G to the agenda concerning FMLA Leave and Catastrophic Sick Leave for Deputy Colin James.

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 5H to the agenda concerning Resignation of Sheriff's Office Clerk Samuel Cosby.

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to add item number 5I to the agenda concerning advertising for vacant Sheriff's Office Clerk position.

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the board to add item number 11 to the agenda concerning the Farm City Week Resolution.

APPROVAL OF MINUTES

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the October 16, 2023 Regular Meeting Minutes.

APPROVAL OF BILLS

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

NEW BUSINESS

CORONER

BIDS ON VAN

One bid was received on the 1995 Ford Econoline Van from Rhonda Bullion in the amount of \$501.99. It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve the bid from Rhonda Bullion in the amount of \$501.99.

Bid information as follows:

BID TABULATION SHEET

Item

Bid Price

1995 Ford Econoline Van

\$ 501.99

Rhonda Bullion

Name

1019 Walker Street

Address

Hackleburg, AL

City, State, ZIP

205 570 4040

Phone

Rhonda Bullion

Signature



FRANKLIN COUNTY COMMISSION

P.O. Box 1028 · Russellville, AL 35653
Phone (256) 332-8850 · Fax (256) 332-8855

Barry Moore, Chairman
Chris Wallace, District I
Jason Miller, District II
Joseph Baldwin, District III
David Hester, District IV
Leah Mansell, Administrator

NOTICE OF INVITATION TO BID

The Franklin County Commission is accepting sealed bids for the sale of the following:

1995 Ford Econoline Van

Vehicle(s) sold "as is".

Bids will be received until 2:00 PM on Friday, October 27, 2023, in the Franklin County Commission Office. Bids may be delivered to the Franklin County Commission Office at 405 North Jackson Avenue between the hours of 8:00 AM and 5:00 PM, or mailed to P.O. Box 1028, Russellville, AL 35653.

Bids should be marked "Bid on Ford Econoline Van".

Use attached tabulation sheet.

If you wish to view the items or have any questions, please contact Gene Ward at (256) 460-9697.

Truck is to be removed within fourteen days from the date the bid is approved at no cost to the Franklin County Commission.

Franklin County reserves the right to reject any or all bids.

Franklin County Commission is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment of the provision of services.

CORONER SALARY LEGISLATION

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, 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, 2024, his salary will remain at \$300.00 for a total of \$10,000.00 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 November, 2023.

Absent

Barry Moore, Chairman

Chris Wallace

Chris Wallace, District I

Jason Miller

Jason Miller, District II

Joseph Baldwin

Joseph Baldwin, District III

David Hester

David Hester, District IV

ATTEST:

Leah Mansell

Leah Mansell, County Administrator

1

A BILL

2

TO BE ENTITLED

3

AN ACT

4

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.

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for the Coroner of Franklin County, Alabama.

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BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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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:

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follows:

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(a) Effective October 1, 2024, 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.

20

(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).

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(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.

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(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.

41

(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.

44

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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Franklin County Coroner Office
612 Bulldog Road
Russellville, AL 35653



To: Franklin County Commission

I would like for you to consider the processes, regarding a raise for the County Coroner's Office. I know the processes will have to go to the State House for a vote for a local bill. I have spoken with Representative Jamie Kiel about this issue and he was in favor of the raise and he has already started some of the foundation that would be required. When I took this office I knew and fully understood that it was not an office with a sustainable paycheck; however within the past four years the expenses as well as the number of calls has increased substantially.

This past year alone we answered 200 calls. Each call requires at least a minimum of two hours per call. That is a total of 400 hours. That does not include the 21 autopsy calls that adds 3-4 hours to the call and that does not calculate the time spent gathering medical records and other vital information to properly do a death certificate.

The Coroner and deputy Coroners are required by Alabama Coroner's Association, to have 12 hours a year of continuing education hours. These hours are done at the cost of the coroner and deputy coroners. Sometimes traveling is required for training due to a lack of training in our local areas.

Since I have taken office four years ago I have changed the office from what it used to be and I continue to work diligently to make it even better than what it is now. We have been able to start doing our own transports for autopsy which has saved us close to \$3,000.00 to \$6,000.00 a year for the past three years. I was also able to get a twelve person cooler at no cost to the county.

I would like to raise the Coroner salary from \$300.00 a year to \$5,800.00 a year. That will make the total to \$10,000.00. This includes leaving the expense budget at \$4,200.00. This will put us at the same pay as other counties with the same population as we have for our county. This may seem like a big increase from what it is now but when you add the total of hours that is put in for this job it still isn't enough.

I would like to thank you for helping me get this done for the coroner's office. For the most part this Commission has supported me in making changes to continue improving this office. I want this office to be something this county is proud of. I would like to thank you for the support and confidence you have instilled in me to do my job and to serve this county.

Thanks

Franklin County Coroner

Charles Adcox

	DATE	BODY	AMENDMENT/SUBJECT	MATTER	COMMITTEE	VOTE
11	06/01/2023	H		Enrolled		
11	06/01/2023	S		Ready to Enroll		
11	05/31/2023	S		Read a Third Time and Pass		R 1149
11	05/31/2023	S		On Third Reading in Second House		
11	05/25/2023	S		Read Second Time in Second House		
11	05/25/2023	S		Reported Out of Committee in Second House		
11	05/25/2023	S		Reported Favorably	Local Legislation	V
11	05/11/2023	S		Referred to Committee	Local Legislation	V
11	05/11/2023	H		Read First Time in Second House		
11	05/09/2023	H		Read a Third Time and Pass		R 576
11	05/09/2023	H		On Third Reading in House of Origin		
11	05/04/2023	H		Read Second Time in House of Origin		
11	05/04/2023	H		Reported Out of Committee in House of Origin		
11	05/04/2023	H		Reported Favorably	Local Legislation	V
11	05/02/2023	H		Introduced and Referred	Local Legislation	V
11	05/02/2023	H		Read First Time in House of Origin		

COURTHOUSE

RESIGNATION OF TEMPORARY EMPLOYEE

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the resignation of temporary Housekeeper/Groundskeeper/Custodian Bradin Beam, effective October 19, 2023.

Letter as follows:

November 13, 2023

Chairman Moore and Commissioners,

Bradin Beam, the temporary Housekeeper/Groundskeeper/Custodian resigned as of October 19, 2023.

Sincerely,

Bill Cheatham
Maintenance Supervisor

EMA

WEATHER SIREN REPAIR QUOTES

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the quote from Mobile Communications in the amount of \$7,078.00.

Quote as follows:



P.O. Box 298
 Amory, MS 38821
 Phone: 662-256-3118
 Email: precisioncommunicationsinc@gmail.com

ESTIMATE

Estimate No.: 17746
 Date: 10/10/2023

Bill to:
 MARY GLASS
 FRANKLIN COUNTY EMA
 PO BOX 1028
 RUSSELLVILLE, AL 35654

Ship to:
 MARY GLASS
 FRANKLIN COUNTY EMA
 12951 HIGHWAY 187
 RUSSELLVILLE, AL 35654

P.O. No.

DESCRIPTION	QTY	RATE	AMOUNT
SIREN DEFICIENCIES			
NX-1700HDVK KENWOOD MOBILE VHF 136-174 MHz DMR/ANALOG RADIO: *KMC-65 MICROPHONE *KCT-23 DC POWER CABLE *260 CHANNELS *7-COLOR LED INDICATOR *6W LOUD AUDIO *VARIOUS SCAN FUNCTIONS *LONE WORKER *MAX/MIN VOL SETTING *VOICE ANNOUNCEMENT *STATUS ANS SHORT MESSAGING *DISPLAY CUSTOMIZATION *ANALOG 2-TONE PAGING *HORN ALERT AND PUBLIC ADDRESS *IGNITION SENSE *3.5mm AUDIO JACK FOR EXTERNAL SPEAKER *IP54 AND MIL-STD 810C/D/E/F/H *2 YEAR STANDARD WARRANTY AL CONTRACT \$401.02 LIST \$534.70	2	401.02	802.04T
INTERFACE CABLE	2	35.00	70.00T
ASTRON N2412-12A INVERTER	3	83.26	249.78T
01-0485548-00 WPS POWER AMPLIFIER 400 WATT OUTPUT	2	765.00	1,530.00T
43-0264009-00 400 WATT SPEAKER DRIVER (IF NEEDED)	2	1,490.00	2,980.00T
LABOR TO PROGRAM RADIOS AND INTERFACE TO SIREN(S)	2	125.00	250.00T
LABOR TO INSTALL ABOVE EQUIPMENT; TEST COMPLETE	10	175.00	1,750.00T

BUCKET TRUCK TO BE PROVIDED BY CUSTOMER

-
- Credit card payments will incur a 3% charge
 - Shipping cost(s) are calculated at time of shipment
 - This Estimate is good for 30 days from above date

Subtotal	7,631.82
Sales Tax	0.00
Total	\$7,631.82

THE GOV APP

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve quote from the Gov App that will add EMA to the Sheriff's Office app to send out notifications for weather and disaster events. The initial setup cost is \$7,780.50 and the yearly maintenance will be \$7,995 which will be split between the Sheriff's Office and EMA.

Quote as follows:

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

DEFINITIONS: "MCA" & "Company" shall mean Mobile Communications America. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: MCA's acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of

performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of the lesser of 2% per month or partial month or the maximum interest rate permitted by the governing law of the Agreement on any overdue payment. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Alabama and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Alabama, County of Jefferson. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 10 days after date of invoice.
- B. Over \$50,000.00 - 30% down at order entry
60% at shipment
10% within 10 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order do not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Alabama. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not

limited, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

- B. **INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences thereof, which are monitored, detected, or controlled with the use of the products sold herein.
- C. **NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. **WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.

HIGHWAY DEPARTMENT

RESIGNATION OF TEMPORARY EMPLOYEE

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the resignation of temporary employee Butch Harkness, effective November 10, 2023.

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

November 13, 2023

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

RE: Resignation – Butch Harkness

Dear Judge Moore:

This letter is to inform you and the Franklin County Commission that Butch Harkness resigned from his temporary position effective November 10, 2023. I'm thankful for Butch's hard work over the years and it's been a pleasure working with him. I want to wish him and his family the very best in their future endeavors.

Sincerely,

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

Jason Baggett, PE
County Engineer

Cc: File

RESIGNATION OF TEMPORARY EMPLOYEE

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the resignation of temporary employee John Payne, effective November 10, 2023.

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

November 13, 2023

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

RE: Resignation – John Payne

Dear Judge Moore:

This letter is to inform you and the Franklin County Commission that John Payne resigned from his temporary position effective November 10, 2023. I'm thankful for John's hard work over the years and it's been a pleasure working with him. I want to wish him and his family the very best in their future endeavors.

Sincerely,

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

Jason Baggett, PE
County Engineer

Cc: File

RETIREMENT OF EMPLOYEE

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the retirement of employee David Gaston, effective December 1, 2023.

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

November 13, 2023

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

RE: Retirement – David Gatson

Dear Judge Moore:

This letter is to inform you and the Franklin County Commission that David Gatson is scheduled to retire effective December 1, 2023. David has been a crucial member of the Highway Department for 27 years; his skill, dedication, and leadership will truly be missed. It's been a pleasure working with David and I wish him and his family the very best in retirement.

Sincerely,

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

Jason Baggett, PE
County Engineer

Cc: File

VACANT ROADWAY FOREMAN POSITION

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Bruce Wilson to the vacant Roadway Foreman position, effective December 1, 2023.

ADVERTISE FOR ROADWAY MAINTENANCE TECHNICIAN I

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 Roadway Maintenance Technician I position due to the promotion of Bruce Wilson.

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

November 13, 2023

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

RE: Promotion – Bruce Wilson

Dear Judge Moore:

This letter is to inform you and the Franklin County Commission that I recommend Mr. Bruce Wilson for the vacant Roadway Foreman (RF) position at the Franklin County Highway Department. Upon the approval of the County Commission Bruce will start at Step 3 (\$20.56/Hr) on the RF scale effective December 1, 2023.

As a result of this promotion if approved, I'm requesting to advertise for a Roadway Maintenance Technician I position.

Thank you for your assistance in this matter. 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

SHERIFF AND JAIL

HIRE CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire Kandy Barnett as a Corrections Officer/Dispatcher, effective October 16, 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

October 16, 2023

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

Gentlemen,

After reviewing applications and conducting interviews, I am hiring Kandy Barnett permanent full time as Corrections Officer /Dispatcher. Effective October 16, 2023.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.O.", written over a horizontal line.

Shannon Oliver
Sheriff

RESIGNATION OF DEPUTY

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Deputy Steve Bullion, effective November 11, 2023.

ADVERTISE FOR DEPUTY

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to advertise for the vacant Deputy position due to the resignation of Steve Bullion.

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

November 1, 2023

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

Gentlemen,

I am accepting Steve Bullion's resignation effective November 11, 2023. I am requesting that you advertise for a Deputy Sheriff's position as soon as possible.

Sincerely,

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

Shannon Oliver
Sheriff

October 30, 2023

To: Captain Latham
Captain Trulove

Please accept this letter as my employment resignation, (due to medical issues). It has been a honor to work for such a wonderful department that has not kicked me to the curb due to my unfortunate medical issues. Everyone has gone above and beyond to make sure that I have been taken care of in more way than one and for this I am very appreciative beyond words. It has been hard to accept the fact that my love of policing is coming to an end, sadly. I love helping and talking to people and will miss this, as well as, everyone at the department. Thank you for giving me a chance and helping

Shirley and I through this rough patch I have been going through. We couldn't have made it without everyone's support and generous donations of time to get me to this date. I have so regrettably have to resign.

I have enough time to get me to November 11th, 2023, so please accept this as my final day with the Sheriff's office.

Again, thank you for everything and all the support that fantastic Dept has given/shown me from day one.

Respectfully,
Steve Dillon

RESIGNATION OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Corrections Officer/Dispatcher Alexis Browning, effective October 24, 2023.

ADVERTISE FOR VACANT CORRECTIONS OFFICER/DISPATCHER

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 Corrections Officer/Dispatcher position due to the resignation of Alexis Browning.

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

October 27, 2023

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

Gentlemen,

I am accepting Alexis Browning resignation effective October 24, 2023. I am requesting that you advertise for a Correction/ Dispatcher position as soon as possible.

Sincerely,

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

Shannon Oliver
Sheriff

dpoore

From: booper911@aol.com
Sent: Saturday, October 28, 2023 10:35 AM
To: dpoore

Sent from AOL on Android

----- Forwarded Message -----

From: "Alexis Browning" <geraldbratlexi@gmail.com>

To: "booper911@aol.com" <booper911@aol.com>

Sent: Sat, Oct 28, 2023 at 10:32 AM

Subject:

To whom it may concern; I, Alexis Browning, do hereby tender my resignation to be effective on 10-24-23. It has been a pleasure working here with you all. However, my personal goals are leading me down another path at this time. Should you have any questions, feel free to contact me regarding them. Sincerely, Alexis Browning

RESOLUTION TO USE LATCF FUNDS FOR AEDS

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to table the resolution to use LATCF funds for AEDs until more information is gathered for IAC.

CATASTROPHIC SICK LEAVE AND FMLA LEAVE

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve Catastrophic Sick leave and FMLA leave for Deputy Colin James.

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

November 13, 2023

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

Gentlemen,

I am requesting Catastrophic Medical Leave and FMLA for Colin James. Colin is having medical issues. I am asking for Catastrophic Medical Leave because we are not sure how long Colin will be off work.

Sincerely,

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

Shannon Oliver
Sheriff

RESIGNATION OF OFFICE CLERK

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Office Clerk Samuel Cosby, effective December 1, 2023.

ADVERTISE FOR VACANT OFFICE CLERK

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 Office Clerk position due to the resignation of Samuel Cosby.

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

November 17, 2023

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

Gentlemen,

I am accepting Samuel Cosby resignation effective December 1, 2023. I am requesting that you advertise for an Office Clerk's position as soon as possible.

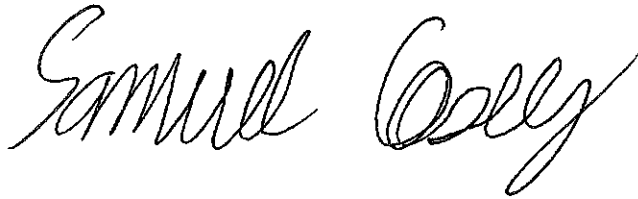
Sincerely,

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

Shannon Oliver
Sheriff

I, Samuel Cosby, am formally resigning from my position at the Franklin County Sheriff's office effective after December 1st.

- Samuel Cosby

A handwritten signature in cursive script that reads "Samuel Cosby". The letters are fluid and connected, with a prominent loop at the end of the last name.

SOLID WASTE

BIDS ON F150

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to re-bid the sale of the 2006 Ford F150 since no bids were received.

BIDS ON F250

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve to re-bid the sale of the 2008 Ford F250 since no bids were received.

HIRE ACCOUNTS RECEIVABLE SPECIALIST

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire Brandi Barnett as the Accounts Receivable specialist, effective December 4, 2023.

Letter as follows:



FRANKLIN COUNTY SOLID WASTE

P.O. Box 1205
RUSSELLVILLE, ALABAMA 35653



PHONE (256) 332-8412
FAX (256) 332-8855



November 20, 2023

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

Re: Accounts Receivable Specialist

Gentleman,

We are requesting to hire Brandi Barnett for the Accounts Receivable Specialist position with a hire date of December 04, 2023.

Thank you,

Robert Ward
Landfill Manager
Franklin County Solid Waste
(256) 332-8412

HIRE HEAVY EQUIPMENT OPERATOR

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire Riley Winstead as a Heavy Equipment Operator, effective October 30, 2023.

Letter as follows:



FRANKLIN COUNTY SOLID WASTE

P.O. Box 1205
RUSSELLVILLE, ALABAMA 35653



PHONE (256) 332-8412
FAX (256) 332-8855



October 30, 2023

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

Re: Heavy Equipment Operator

Gentleman,

We requesting to hire Riley Winstead as a temporary employee as of 10/30/2023 for Heavy Equipment Operator.

Thank you,

A handwritten signature in black ink, appearing to read "Robert Ward". The signature is fluid and cursive.

Robert Ward
Landfill Manager
Franklin County Solid Waste
(256) 332-8412

RESIGNATION OF HEAVY EQUIPMENT OPERATOR

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Heavy Equipment Operator Riley Winstead, effective November 8, 2023.

ADVERTISE FOR HEAVY EQUIPMENT OPERATOR

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve to advertise for the vacant Heavy Equipment Operator position due to the resignation of Riley Winstead.

Letter as follows:



FRANKLIN COUNTY SOLID WASTE

P.O. Box 1205
RUSSELLVILLE, ALABAMA 35653



PHONE (256) 332-8412
FAX (256) 332-8855



November 8, 2023

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

Re: Heavy Equipment Operator

Gentleman,

Mr. Riley Winstead has resigned from the Heavy Equipment Operator position as of 11/08/2023.

We are now requesting to advertise for Heavy Equipment Operator.

Thank you,

Robert Ward
Landfill Manager
Franklin County Solid Waste
(256) 332-8412

RESOLUTION FOR REVENUE SHARING OF SSUT

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the resolution for revenue sharing of the Simplified Sellers Use Tax (SSUT) between the Franklin County Commission, Russellville City Schools and Franklin County Schools.

Resolution as follows:

FRANKLIN COUNTY COMMISSION

RESOLUTION FOR REVENUE SHARING OF SIMPLIFIED SELLERS USE TAX

WHEREAS, the Franklin County Commission supports education in Franklin County, Alabama, and is committed to the well-being of each citizen of the County and,

WHEREAS, the Simplified Sellers Use Tax was initiated by the State of Alabama Legislative Act 2015-448 to help simplify the collection of tax on online sales, remitting a portion to each County.

WHEREAS the combined sales tax distribution rate in Franklin County is approximately 33.30% to the County Commission and the remaining 66.70% to the Franklin County Schools and the Russellville City Schools to be divided based on the current fiscal year percentage distribution of countywide school taxes as provided by the State of Alabama Department of Education,

WHEREAS this allocation began with the funds collected for October 2020, is intended to help replace any decreased revenue from declining brick-and-mortar store sales, due to online purchases and,

WHEREAS this resolution will be effective upon the passage of corresponding resolutions of the Franklin County Schools and the Russellville City Schools and,

WHEREAS we believe this will serve the best interest of all citizens of Franklin County.

Done this 20th day of November, 2023.

FRANKLIN COUNTY COMMISSION

Absent

Barry Moore, Chairman

Chris Wallace

Chris Wallace, District I

Jason Miller

Jason Miller, District II

Joseph Baldwin

Joseph Baldwin, District III

David Hester

David Hester, District IV

ATTEST:

Leah Mansell

Leah Mansell, County Administrator

THANKSGIVING, CHRISTMAS AND NEW YEAR'S HOLIDAYS

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the upcoming holidays: Thanksgiving, Thursday, November 23 and Friday, November 25; Christmas, Monday, December 25 and Tuesday, December 26 and New Year's, Monday, January 1.

RC&D BOARD APPOINTMENT

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to reappoint Chairman Barry Moore as the Commission's representative to the RC&D Board.

Letter as follows:

November 16, 2023

Commissioners,

I respectfully request reappointment to the RC&D Board as the Franklin County Commission member.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry Moore', with a long horizontal flourish extending to the right.

Barry Moore
Probate Judge and Chairman
Franklin County Commission

Northwest RC&D Council
909 George Wallace Blvd. Suite C
Tuscumbia, AL 35674
Phone: 256.383.1446



Northwest RC&D Council - Board Members
Roger Hayes, Chairman
Marianne Leigh, Treasurer
Ken Sunseri, Vice Chairman
Sandra Killen Burroughs
Katernia Cole Coffey
Don Barnwell
Barry Moore

MEMORANDUM

Date: October 2, 2023

To: County Commissions of Northwest RC&D Council Region
(Colbert, Franklin, Lauderdale, Marion and Winston)

From: Lauranne James, Executive Director Northwest RC&D Council 

Subject: County Commission representative a.k.a. **Council Member**

This memo is a reminder that a representative from each county commission will be selected by their county commission to serve as a **council member** for Northwest RC&D. The **council** is composed of three members from each county – one representing the Soil & Water Conservation District, one representing the county commission, and one at-large member. This information can be found in our By-Laws, adopted and signed January 26, 2016.

Thank you to the County Commissions for your continued support of Northwest RC&D Council and all we do to make Northwest Alabama a better place to live, work, play and grow.

Northwest RC&D Council
909 George Wallace Blvd. Suite C
Tuscumbia, AL 35674
Phone: 256.383.1446



Northwest RC&D Council - Board Members
Roger Hayes, Chairman
Marianne Leigh, Treasurer
Ken Sunseri, Vice Chairman
Katerina Cole Coffey
Don Barnwell
Barry Moore
Sandra Killen Burroughs

2023 Council Members

Colbert

Tori Bailey (County Commission)
*Marianne Leigh (Soil and Water)
*Katerina Cole-Coffey (At-Large)

Franklin

*Barry Moore (County Commission)
Frank Mitchell (Soil and Water)
Joel Pounders (At-Large)

Lauderdale

Danny Pettus (County Commission)
Nancy Oneal (Soil and Water)
*Sandra Burroughs (At-Large)

Marion

Bob Burleson (County Commission)
Warren Williford (Soil and Water)
*Don Burleson (At-Large)

Winston

*Ken Sunseri (County Commission)
Randy Moody (Soil and Water)
*Roger Hayes (At-Large)

*Board Members

FARM CITY WEEK PROCLAMATION

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the Farm City Week Proclamation.

Proclamation as follows:

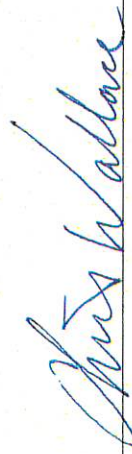
ALABAMA FARM-CITY WEEK PROCLAMATION

For nearly 65 years, the American people have joined together during Thanksgiving week to observe Farm-City Week, a time set aside to express gratitude for the bounty with which God has blessed our land. Throughout the week, Americans recognize the hard work and achievements of the farmers, rural townspeople, and city residents who make our nation's agricultural production and distribution system so successful.

America's farmers have provided nutritious food and fiber to sustain our people through many decades of progress. Farmer's productivity has increased steadily, thanks largely to their initiative in supporting and adopting science-based methods and materials. Because of this productivity, American farmers are able to meet the needs of our nation and a growing world.

American agriculture-and the many service industries that depend upon it -is a story of extraordinary labor creating extraordinary abundance. The American farmer has an impact on every aspect of life, from big cities to small towns and all of the routes in between. At this time of year, it is only fitting that all Americans offer a special sign of thanks to those who grow, harvest, and bring the fruits of sun, seed, and soil to our nation's tables.

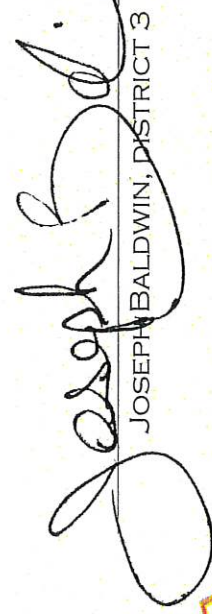
NOW, THEREFORE WE, Franklin County Commission, by virtue of the authority vested in me do hereby, proclaim the week of November 17 through November 23, 2023, as Alabama Farm-City Week. I call upon all citizens in rural and cities alike to join in recognizing the accomplishments of our productive farmers and of our urban residents, who cooperate to create abundance, wealth, and strength for our Nation.


CHRIS WALLACE, DISTRICT 1


JUDGE BARRY MOORE
CHAIRPERSON, FRANKLIN COUNTY




JASON MILLER, DISTRICT 2


JOSEPH BALDWIN, DISTRICT 3


DAVID HESTER, DISTRICT 4

ADJOURNMENT

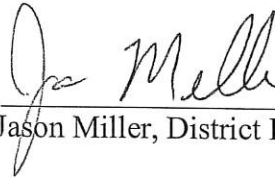
It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin that the meeting be adjourned.

ABSENT

Barry Moore, Chairman



Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV