

STATE OF ALABAMA)
)
FRANKLIN COUNTY)
)
FRANKLIN COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 18, 2025 8:30 AM

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

ALSO PRESENT: EMA Director Mary Hallman Glass, Asst EMA Director Ron Coats, County Engineer Jason Baggett, Solid Waste Manager Gene Ward, Revenue Commissioner Stratt Byars, Sheriff Shannon Oliver, County Administrator Leah Mansell, Evan Hargett, Jessica Thompson, John Palati with Franklin Free Press.

CALL TO ORDER

Chairman Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member Greg Hovater.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Joseph Baldwin

ROLL CALL

Chairman Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore started by thanking the employees for their work during the bad weather over the weekend. Special thanks to Mary Glass and Ron Coats for the extra time put in with the EMA department, to all the workers at the Highway Department who went out over the weekend, the sheriff's department, and the volunteer fire departments who all made sure the citizens of the county were safe.

Jason Baggett stated that Jason Skidmore (from the Highway Department) worked this weekend and mentioned that the volunteer fire departments had most all the roads cleared by the time they had arrived.

Chairman Moore asked Mary Glass for an update from the storms and for the possible weather coming in. Mary started by updating the Commission with snow chances tonight up to an inch but will have a more accurate timeframe this afternoon and will update. She stated that it has been confirmed that an EF2 tornado hit Franklin County. Houses were damaged in the Waco and Tharptown communities and off Hwy 11 in Vina. Currently they have been notified of 23 houses damaged. Franklin Electric is reporting 90% of power has been restored to customers. Alabama Power is out on Hwy 42 and 32 working on the Vina area. She states they have a meeting today to have a drone fly over and see the path

of the tornado. Mary stated she worked the Waco area, while Ron was in the Vina area after the tornado hit.

Chairman Moore again thanked them for their hard work and appreciated the updates.

Chairman Moore request to add the following items to the agenda

- Item 6I- Body Scanner at Jail, will be paid by Opioid Funds
- Item 9- Estimate to have cooler moved for Coroner

APPROVAL OF AGENDA

It is on motion of Mr. Greg Hovater, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve adding item 6I Purchase body scanner for the jail, paid by Opioid Settlement Funds.

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to add item 9, estimate for cooler to be moved.

It is on motion of Mr. Joseph Baldwin, second by Mr. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve the overall agenda.

APPROVAL OF MINUTES

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve the January 21, 2025 Regular Meeting Minutes.

APPROVAL OF BILLS

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

NEW BUSINESS

ARCHIVES

PLAQUE

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to the Gault Signs quote of \$2,672.00 for the aluminum sign for the Archive building plaque. Chairman Moore explained this plaque will display the Chairman and Commissioners from when the archives was established.

COURTHOUSE MAINTENANCE

REMOVAL OF TREE STUMPS

It is on motion of Mr. Greg Hovater, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve Affordable Tree Service for \$7,500.00 for the removal of the tree stumps at the Courthouse.

Bids as follows:



Affordable Tree Services, Inc

"We Go Out On A Limb For Our Customers"

256.577.7369

22903 Hwy 72 • Tusculum, AL 35674



BOB CAT / STUMP GRINDER / BUCKET TRUCK
PROFESSIONAL TREE CLIMBERS

Concrete About a yard

Customer Name: Franklin Co. Courthouse Date: 1/14/25

Mailing Address: 410 Jackson Ave N., Russellville

Email: Bill Chestam 256-324-0088 Phone: Lia Mansell 256-332-8353

ESTIMATE / PROPOSAL / JOB DESCRIPTION / INVOICE

PLEASE NOTE: We are not responsible for anything underground, i.e. sprinkler systems, drain fields, septic systems, etc. that we are not made aware of. Also not responsible for old concrete driveway/pads or sidewalks with existing issues, etc. We will not be responsible for yard damage except for "no impact" removals. Prices subject to change for different seasons. Quote good for 30 days. Thank You!

Referral Source: ☐ Social Media ☐ Search Engine ☐ Other _____

Details - Must Do on Weekend !! (Good Wet Weather Job)

Work Description

① Remove Stubbed Tree on Corner with Main St. (Use Crane Set up in Parking Lot of Police), or Rd.

* Grind all Stumps. 8 with this item. Must move a few Marble Borders and reset to grind 2 Stumps. \$2,200.00

② Remove 3 sections of pea gravel sidewalk, grind Stump + Re-pour three sections to match. Move Marble Border + Set back when done. \$5,300.00

No Heavy Equipment on front walk, stay on asphalt with crane.

☐ Y ☐ N Sprinklers ☐ Y ☐ N Septic Tank ☐ Y ☐ N Stump Removal # _____

Estimated Job Cost: \$7,500.00 Job Completed By: _____

Date: _____ Ready to Invoice: _____ Paid ☐

TERMS & CONDITIONS: 50% of payment is due when 50% of work is completed. Balance is due upon completion of work. Additional work not described in above proposal will be extra. 24 hour notice required for any cancellation or there will be a fee. Any legal fees for collections are the sole responsibility of the customer. 3.5% service charge for credit card payment processing.

Bid By: Joe McPhail Date: 1/15/25

Customer: _____ Form ATS301 Superior Print Solutions 256.314.4443



K&S Tree Service LLC

P.O. Box 291- Iuka, MS 38852 - (662) 423-3141
253 Laurelwood Dr. - Russellville, AL 35653 (256) 332-9064
Call Karl Ragan - Cell: (662) 279-1680



Updated

Customer Name: Franklin Co Courthouse Date: 1-15-25
Address: 410 Jackson Ave Russellville AL
Phone: Bill Chatman 324-0088

ESTIMATE / PROPOSAL / JOB DESCRIPTION / INVOICE

PLEASE NOTE: We are not responsible for anything underground, i/e/ sprinkler systems, drain fields, septic systems, old concrete driveways/pads, etc. that we are not made aware of. Thank you.

Remove the Trunk Corner main st.
Grind all stumps & count
Must remove machine borders
and put back grind 2 stumps \$6500
Remove concrete section & grind
Stump put concrete back on
repour if need to \$4500.00
(must be done on Weekend) no Equip or \$800.00 misc
Side

**K&S
Tree Service LLC**



Total Estimated Job Cost: 19,500.00

Estimated By: Karl Ragan

Accepted By: _____

TERMS & CONDITIONS: Payment is due upon completion of work. Additional work not described in above proposal will be extra. A 50% fee will apply for any cancelled contract. Any legal fees for collections are the sole responsibility of the customer.

J & S, LLC

And Lawn Service

Minor Truck, Trailer
and Tire Repair Service
135 CR 1350
Tupelo, MS 38801

Julio Gordon

Customer's
Order No:

Date _____

Name _____

Address-

SOLD BY

PAID OUT

[illegible]

CIAN

Age Group	1970	1980	1990	2000	2010	2020
0-14	18	16	14	12	10	8
15-24	12	11	10	9	8	7
25-34	10	9	8	7	6	5
35-44	8	7	6	5	4	3
45-54	6	5	4	3	2	1
55-64	4	3	2	1	0	0
65-74	2	3	4	5	6	7
75+	1	2	3	4	5	6

PRICE:	
--------	--

1

Clara

703 2144

~~5/10/54~~

David Thakke

Standard Canceled

Print Lengths & Head C

30/1/1900

TAX

TOTAL:

All claims and returned goods MUST be accompanied by this bill.
15% interest added to all accounts over 30 days.

Rec'd by

BARBER PRINTING, INC. • 562-8411 • 584

EMA

ROOF REPAIRS

It is on motion of Mr. Greg Hovater second by Mr. Michael Murray, unanimously ordered, adjudged and decreed by the board to approve Tommy Baker replace the roof with a shingled roof at the EMA building for \$15,420.00. Mary asked questions about the gable ends needing to be replaced. Mr. Hovater agreed to call Mr. Baker and talk to him about the gable ends. Chairman Moore made sure to mention these prices are below the bid law.

NIMS RESOLUTION

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to give authorization to Chairman Moore to sign the NIMS Resolution.

Resolution as follows:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF FRANKLIN COUNTY, ALABAMA, ESTABLISHING
THE NATIONAL INCIDENT MANAGEMENT SYSTEM
(NIMS) AS THE STANDARD FOR INCIDENT
MANAGEMENT IN FRANKLIN COUNTY, ALABAMA.**

WHEREAS, The President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners have been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Federal, State, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the county's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the county, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; and

WHEREAS, a specific individual needs to be designated as Local Point of Contact (LPOC) to coordinate NIMS activities and to ensure compliance;

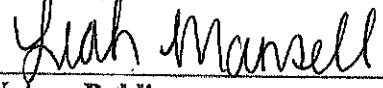
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Franklin County, ALABAMA, that the National Incident Management System (NIMS) is hereby established as the standard for incident management in Franklin County, ALABAMA.

BE IT FURTHER RESOLVED that Mary Glass, is hereby designated as the Local Point of Contact (LPOC).

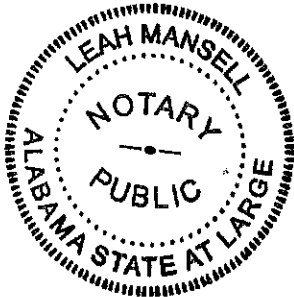
PASSED, APPROVED AND ADOPTED this 18th day of February, year 2025, by the Board of Commissioners of Franklin County, ALABAMA.


Chairman

ATTEST:


Notary Public

(Seal)



HIGHWAY DEPARTMENT

ADVERTISE FOR FY25 REBUILD ALABAMA PROJECT

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to advertise for the FY25 Rebuild Alabama Project.

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 **PROJECT NO.: RAAFCP-2025(001) the RESURFACING AND TRAFFIC STRIPE ON SITE NO. 1 (HWY-48 FROM HWY-77 TO HWY-68), SITE NO. 2 (CAVE HOLLOW ROAD FROM WATERLOO ROAD TO THE COLBERT COUNTY LINE), AND SITE NO. 3 (GREEN ROAD FROM HWY-524 TO DEAD END)** within Franklin County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not.

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 March 19, 2025, 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 are on file and may be acquired at the Franklin County, Alabama, Highway Department, 600 Park Blvd. NE Russellville, AL 35653.

Phone Number: (256) 332-8434

Franklin County Hours of Operation are 8:00 A.M. to 5:00 P.M. (Central Time) from Monday through Thursday.

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

ADVERTISE FOR ROADWAY MAINTENANCE TECHNICIAN III

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to advertise for Roadway Maintenance Technician III.

LOGGING EFFICIENCY GRANT FUND APPLICATION

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve Jason Baggett to apply for Alabama Forestry Commission- Logging Efficiency Grant Fund Application. Jason explained that the application must be submitted by March 14. If we receive the grant, he hopes to replace the bridge on Highway 11 North.

REVENUE DEPARTMENT

RETIREMENT OF MAPPING CLERK

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve the retirement of Mapping Clerk, Vickey Horton on March 31, 2025.

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

February 7, 2025

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

Judge Moore and Commissioners,

Please accept the retirement of Vickey Horton, who has served as Mapping Clerk in the Revenue Commissioner's office for over 21 years. The effective date is at the close of business on March 31, 2025.

Sincerely,



Stratt Byars
Revenue Commissioner
Franklin County

ADVERTISE FOR NON-CERTIFIED MAPPER

It is on motion of Mr. Joseph Baldwin, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to advertise for Non-Certified Mapper.

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

February 7, 2025

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

Judge Moore and Commissioners,

I am requesting to advertise for the position of Non-Certified Mapper in the Revenue Commissioner's office. Thank you for your consideration.

Sincerely,



Stratt Byars
Revenue Commissioner
Franklin County

BIS CONSULTING LLC ONTRACT FOR WEBSITE

It is on motion of Mrs. Tracie Clark, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to give authority to Stratt Byars or Chairman Barry Moore to sign the BIS Consulting LLC contract for website.

Contract as follows:

Managed Services

Services Provider Contract

Prepared for: Franklin Revenue Commissioner

Prepared by: Dru Morris | BIS Consultants

January 1, 2025

BIS CONSULTING LLC
14802 VENTURE DRIVE
FARMERS BRANCH, TEXAS 75234

	2
Our Company	2
Co-Founders, Captains of the Ship!	4
Contact Information	5
Summary of Services	6
WEBSITE HOSTING	7
Prohibition of Boycott Israel	10
Prohibition of Contracts with Certain Companies	11
Pricing.....	12
Term and Agreement.....	12

Our Company

BIS Consultants deliver enterprise-level IT, GIS, and Web and Mobile Apps services to over 150 government agencies and organizations through the U.S. Since 2007, we have quickly grown to over 30 employees and established ourselves as the leader in IT, GIS, and Sites solutions.

As our company expands, we add more and more products to help you grow and protect your business, while still maintaining the personal touch that has been so important to our success. We believe that providing our clients with an unmatched level of customer service is the best way to develop successful, ongoing business relationships. At BIS Consultants, we're committed to your success, because in the end, it's our success too.

Our Mission

Simplify our clients' IT needs through old school customer service with the ambition of improving technology in every area of government.

Core Values

- Community
- Servitude
- Adventurous
- Faith
- Grit
- Humble
- Entrepreneurial Spirit

Industry Leadership

Over 15 years of combined GIS and appraisal district experience.

Co-Founders, Captains of the Ship!



Britt Martin and Brandon Kay

As Co-founders of BIS Consultants, Britt and Brandon together are the visionaries of BIS Consultants. They are a little sunshine mixed with a lot of hurricane. Britt and Brandon are solution engineers that believe all aspects of a business are based on old school customer service. Britt and Brandon want to positively change government productivity with technology. They both hold a lot of student loans, equaling a Bachelor of Science in Business Management with a minor in Information Technology.

Contact Information

100% Texas Based Support

All our support – phone, chat, and email – is handled by our Support Staff in our Farmers Branch, Texas office.



IT Support Team

If you are experiencing technical issues, email our IT Support Team at support@bisconsultants.com

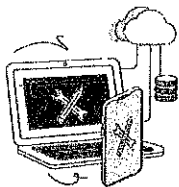


GIS Support Team

If you need GIS help, maps printed or would like to purchase GIS data, please email gissupport@bisconsultants.com

Deed Support Team

For help with deeds, please email deedsupport@bisconsultants.com



Website Support Team

For website updates or other webpage changes, please email productsupport@bisconsultants.com

Summary of Services

THIS CONTRACT OUTLINES SERVICES YOUR ORGANIZATION, Franklin Revenue Commissioner ("CLIENT"), HAS AGREED TO ALLOW BIS CONSULTING, LLC ("BIS") TO MANAGE AND/OR PROVIDE PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN ("CONTRACT").

Thank You!

We can't wait to get started!

WEBSITE HOSTING

WEBSITE HOSTING REQUIREMENTS

To provide website hosting services, the following conditions must be met:

Content Delivery:

The Client must provide BIS with all content intended for display on the website.

Domain Access:

BIS must be granted full access to the Client's domain registrar, **or** the Client must transfer the domain to BIS for management.

The Client must provide all website content and domain access or transfer the domain to BIS **no later than 30 days prior to the website go-live date.**

Third-Party Websites:

The Client acknowledges that third-party websites using the same domain or subdomains may require updates, redirection, or intervention. BIS is not responsible for managing these processes, which may require the Client's assistance or coordination with third-party software vendors.

Website Review:

The Client must review and provide feedback on the website at least **two weeks before the go-live date** to ensure accuracy and completeness.

WEBSITE HOSTING SCOPE OF WORK

BIS agrees to:

- Host the Client's website.
- Provide periodic software upgrades and routine maintenance as needed.

WEBSITE HOSTING INITIAL SETUP

BIS will develop and build the Client's website utilizing the following domain name:
<enter domain name>

DOMAIN NAME REGISTRATION

- Management Recommendation:
 - The Client is strongly encouraged to transfer the domain to BIS for streamlined management. BIS's hosting services include management of domain registration and DNS records.
- Client-Owned Domains:

- If the Client elects to retain domain ownership:
- The Client assumes sole responsibility for monitoring, managing, renewing, and securing the domain.
- BIS must be granted full administrative access to the registrar's website to manage DNS records.

WEBSITE HOSTING MAINTENANCE

- Maintenance Scope:
 - BIS will provide ongoing website hosting, routine maintenance, and updates for up to 1 hour collectively per month.
- Administrative Access:
 - BIS will provide an administrative username and password to the Client (or the Client's designated representative) to allow for independent content management.
- Content Responsibility:
 - The Client acknowledges and agrees that:
 - The Client is solely responsible for maintaining and managing website content.
 - BIS is not responsible for broken links, outdated, inaccurate, or incomplete content.
 - The Client is solely responsible for ensuring that the website complies with all applicable laws and regulations.

WEBSITE HOSTING UPDATE REQUESTS

- BIS will make reasonable efforts to implement Client-requested updates within **72 business hours** of receiving the request via email to BIS's Web Support Team.
- The Client is allotted **one hour of updates per month**.
- Any update requests exceeding the one-hour monthly allotment may be billed at BIS's standard rates.
- **State-Required Updates:**
 - Changes mandated by State law or regulatory requirements will be implemented by BIS at no additional cost to the Client.

WEBSITE HOSTING EXTERNAL LINKS

The Client grants BIS permission to include links on the hosted website directing back to bisconsultants.com or other BIS-determined sites.

WEBSITE HOSTING BACKUP AND RESTORATION

Backup Frequency:

- Daily backups of website content and databases are performed.
- Full website and file backups occur at a minimum on a weekly basis.

Restoration:

- Should the Client require restoration of deleted data, BIS can typically restore the data within 24 hours of receiving notice from the Client.

OWNERSHIP

Client Ownership:

- The Client retains ownership of all website content and intellectual property rights to the domain name.

Post-Termination Transfer:

- Upon termination of this Agreement, BIS agrees to transfer the registration of the domain name and all website content back to the Client.

RIGHT TO BLOCK IP ADDRESSES

1. BIS regularly audits WAN IP addresses accessing the hosted website to maintain security and system performance.
2. BIS reserves the right to block or revoke access to any IP address without prior notice to mitigate security risks or performance issues.
3. If the Client believes access was revoked in error, the Client must notify BIS and provide the requesting IP address for review and reinstatement.

Prohibition of Boycott Israel

DO NOT AND WILL NOT BOYCOTT ISRAEL

BIS verifies that it does not Boycott Israel, and agrees that during the term of this contract it will not Boycott Israel as provided in Texas Government Code Section 2271.002, as amended.

Prohibition of Contracts with Certain Companies

DO NOT AND WILL NOT DO BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS

BIS verifies that it does not do business with Iran, Sudan, or a foreign terrorist organization during the term of this contract as provided in Texas Government Code Chapter 2252, Subchapter F, specifically, Tex. Govt. Code Sections 2252.151 – 2252.154.

Pricing

Agreed pricing is provided in the attached estimate or invoice.

INVOICES

Invoices will be emailed to the Client according to the payment agreement. If Client has any questions regarding the invoice, Client can contact BIS's accounting team. It is the Client's responsibility to provide BIS with an up-to-date email address for billing purposes. BIS reserves the right to charge the maximum amount of interest allowed by law on all invoices over 30 days past due from the date of the invoice and each month thereafter until the invoice is paid in full.

Term and Agreement

CONFIDENTIALITY AGREEMENT and the Public Information Act

The data, information, and material included in this document and accompanying documents is provided to the user with restricted rights. Use, duplication, or disclosure by a political subdivision of the State of Texas is subject to the restrictions that are set forth in TEXAS LOCAL GOVERNMENT CODE Section 252.049.

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

It is understood and agreed to that certain information is and must be kept confidential and to ensure the protection of such information the parties (Client and BIS) agree to this Confidentiality Agreement as follows:

1. The Confidential Information to be disclosed can be described as information Client receives from BIS which is:
 - a. Technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, competitive bids and/or proposals, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. Client agrees not to disclose the Confidential Information obtained from BIS to anyone unless required to do so by law.
3. The Client is required to make a good faith effort to notify a person or entity whose proprietary interests may be implicated by a request for information where the information may be considered proprietary by the party. Tex. Gov't Code Ch. 552.
4. If the Client receives a public information request to inspect all or any part of the Confidential Information, and/or a request to receive a copy thereof, the Client agrees to promptly notify BIS and reasonably cooperate with BIS in protecting the Confidential Information from disclosure.
5. If the Texas Attorney General's Office or any court orders the production of any Confidential Information, the Client will promptly advise BIS of same. The Client or BIS may, but is not required, to file a lawsuit challenging such disclosure under Section 552.324 of the Texas Government Code. BIS reserves all rights to challenge the disclosure of Confidential Information.

DEVELOPMENT FEES

To begin development, 50% of the agreed payment is due upon signature of this contract as a down payment by the Client, and a license fee of the remaining 50% of the payment is due upon delivery in accordance with the Specifications provided such software system performs as intended by the parties.

PAYMENT DUE DATE

All fees under this contract will be due and payable in full to BIS no later than 30 days after the date of BIS's invoice. Such invoice shall not be submitted until the software system performs as intended by the parties.

TERM

This contract shall be effective as of the Start Date and shall continue for a one-month term ("Term"). Unless otherwise terminated as provided herein, this contract shall renew automatically at the end of the Term for additional one-month periods unless and until either Party gives written notice of termination of this contract at least thirty (30) days prior to the end of the Term or any such renewal term.

TERMINATION

Either party may terminate this contract upon thirty (30) days advance written notice to the other party or in the event either party breaches any of the terms or conditions of this contract and such breach is not cured within thirty (30) days after receipt of written notice thereof.

NON-APPROPRIATION OF FUNDS

The parties acknowledge that this contract is a commitment of the current revenues only of the Client. If the Client's governing body fails to appropriate funds for the payment of its obligations

hereunder for any subsequent fiscal years, this contract is terminated as of the last date of the then current fiscal year of the Client.

DISCLAIMER OF WARRANTIES

BIS MAKES NO WARRANTIES AS TO THE PRODUCTS OR SERVICES PROVIDED IN THIS CONTRACT AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO BIS'S PROVISION OF THE PRODUCTS AND SERVICES HEREUNDER.

FORCE MAJEURE

Other than for payment of amounts due hereunder, neither Party shall be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform its obligations hereunder which may be caused by a "force majeure." The term force majeure includes: an act of God, strike, act of a public enemy, war, blockage, public rioting, inability to obtain materials, supplies, or labor permits, acts or restraints of any governmental authority, temporary failure of equipment, breakage or accident to machinery or lines of equipment, pandemics, and any other cause which is not reasonably within the control of the Parties and which by the exercise of due diligence could not reasonably be prevented or overcome.

LIMITATION OF LIABILITY

Except for the Indemnification provided by BIS for Client, neither party shall be liable to the other party, and the parties hereby waive any and all claims against each other for any special, incidental, consequential, exemplary, punitive and/or other indirect damages (including, without limitation, interruption or loss of service, losses or corruption of files, data, and/or information, and losses of use, income, revenue, profit, business, reputation, and/or goodwill), arising out of or related to this contract and/or BIS's provision of products and services hereunder, even if such party has been previously advised of the possibility of such damages, and even if any exclusive remedy provided for herein fails of its essential purpose. Notwithstanding anything to the contrary herein contained, except for the indemnification for intellectual property rights provided herein, BIS's maximum cumulative liability to Client for any loss or damages resulting from any claim, demand, or action arising out of or related to this contract and/or BIS's provision of the products and services hereunder or any failure or delay in delivering the products and services hereunder shall not exceed the total amount(s) paid by Client to BIS for the products and services forming the basis of such claim, demand, or action during the twelve (12) month period immediately preceding the date on which the event giving rise to the claim occurred.

GOVERNMENTAL IMMUNITY

Nothing in this contract shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the extent such waiver, modification, or amendment is precluded by the United States or Texas Constitutions or laws of the State of Texas.

INDEMNIFICATION

BIS hereby defends, indemnifies, and holds harmless the Client its board of directors, officers and employees from and against any claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) relating to any claim or action against the Client arising from a third party claim that a permitted use of any of the products or services provided under this contract infringes any U.S. patent, trademark, or copyright or the intellectual property rights of such third party provided that the Client gives BIS prompt notice of any such claim and provides reasonable assistance to BIS, except to the extent the infringement or alleged infringement is caused by the negligent acts or omissions of the Client.

INSURANCE

Client shall inform BIS in advance of and prior to entering into any agreement with BIS, including without limitation this contract, if Client has any insurance requirements relating to any products or services BIS provides Client. Client agrees that any insurance requirements shall addressed separate and apart from this contract.

DISPUTE RESOLUTION, MANDATORY VENUE AND GOVERNING LAW

The Parties (Client and BIS) agree that before initiating litigation they shall attempt in good faith to resolve any dispute or claim arising out of or in relation to this contract through negotiations between the Client's manager with authority to settle the relevant dispute and BIS. The Parties agree that the laws of the State of Texas shall govern the construction, interpretation and enforceability of this contract without regard to choice of law rules. The Parties (Client and BIS) agree that mandatory venue for any dispute regarding performance of the obligations in this contract brought against BIS shall be in the State Courts of Dallas County, Texas. The Parties (Client and BIS) agree that mandatory venue for any dispute regarding performance of the obligations in this contract brought against Client shall be in the State District Courts of the County in Texas where the Client is located. The Parties (Client and BIS) expressly consent to the personal and subject matter jurisdiction in such courts.

AGREEMENT

This contract represents all the terms and conditions agreed upon by both parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

In the event any of the provisions of this contract are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

The client understands that BIS CANNOT guarantee 100% notification of system failures as it is inevitable some things are out of our control. The Client agrees to work with BIS to remedy the situation and work together to come up with a solution that works for both BIS and the client.

The contract may be altered, amended, or waived only by a written amendment executed by both parties (Client and BIS). This contract is executed by the persons signing below who warrant that they have the authority to execute the contract on behalf of the parties.

Start Date:	January 1, 2025		
Renewal Date:	December 31, 2025		
Client Emergency Contact:	Stratt Byars		
GIS Contact:			
IT Contact:			
Client Name:	Franklin Revenue Commissioner		
Client Address:			
Phone Number:	256-332-8840		
Billing Schedule:	Monthly	Quarterly \$900	Yearly



Franklin Revenue Commissioner

Web Hosting Annual Service Fee	\$	3,600.00
Franklin Revenue Commissioner Total	\$	3,600.00

Signature: Britt Martin
Britt Martin (Feb 7, 2025 09:36 CST)

Email: accounting@bisconsultants.com

Signature:

Email: sbyars@franklinco.org

SHERIFF'S OFFICE/JAIL

HIRE CORRECTIONS OFFICER/ DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve to hire, Kara Le Moody, effective February 16, 2025 as Corrections Officer/Dispatcher.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811

JAIL 256-332-8425

FAX 256-332-8816

February 5, 2025

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

Commissioners,

After reviewing applications and conducting interviews, I am hiring Kara Le Moody permanent full time as Corrections Officer /Dispatcher. Effective February 16, 2025.

Sincerely,

Shannon Oliver
Sheriff

HIRE CORRECTIONS OFFICER/ DISPATCHER

It is on motion of Mr. Micheal Murray, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the Board to approve to hire, Michael Seth Ables, effective February 16, 2025 as Corrections Officer/ Dispatcher.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

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

February 5, 2025

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

Commissioners,

After reviewing applications and conducting interviews, I am hiring Michael Seth Ables permanent full time as Corrections Officer /Dispatcher. Effective February 16, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Oliver", written in a cursive style.

Shannon Oliver
Sheriff

HIRE TEMP CORRECTIONS OFFICER/ DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the board to approve to hire temporary Correction Officer/ Dispatcher, Lindsey Higgins, effective January 27, 2025.

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

January 23, 2025

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

Commissioners,

I am hiring Lindsey D Higgins as a temporary Correction Officer /
Dispatcher. Effective January 27, 2025.

Sincerely,

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

Shannon Oliver
Sheriff

HIRE CORRECTIONS OFFICER/ DISPATCHER

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to table hiring a Corrections Officer/ Dispatcher

RESIGNATION FOR DEPUTY

It is on motion of Mr. Joseph Baldwin, second by Mrs. Tracie Clark, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Deputy Jonathan Copeland, effective February 15, 2025.

ADVERTISE FOR DEPUTY

It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the board to approve to advertise for deputy.

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

February 5, 2025

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

Commissioners,

I am accepting Jonathan Copeland's resignation effective February 15, 2025. I am requesting that you advertise for a Deputy Sheriff's position as soon as possible.

Sincerely,

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

Shannon Oliver
Sheriff

Please accept this letter as my formal resignation from the Franklin County Sherriff's office. Thank you to the Sheriff and all the employees for a great working atmosphere. I have enjoyed working in this county and serving the residence. I would like to give a two weeks' notice as me last date being February 15,2025.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Copeland". The signature is fluid and cursive, with a large loop at the end of the last name.

Jonathan Copeland

RETIREMENT OF EMPLOYEE

It is on motion of Mr. Greg Hovater, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the retirement of Captain Mark Latham, effective February 28, 2025.

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

February 5, 2025

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

Commissioners,

I am accepting Captain Mark Latham's letter of retirement effective February 28, 2025. I would like to publicly thank Captain Latham for his loyalty and dedication to the Franklin County Sheriff's Office. I wish Mark a happy and blessed retirement.

Sincerely,

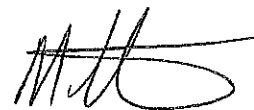
A handwritten signature in black ink, appearing to read "S. Oliver".

Shannon Oliver
Sheriff

Franklin County Commission,

I would like to inform you of my retirement date of 2/28/25. I would like to thank you for the opportunity to serve as Deputy Sheriff with Franklin County Sheriff's Office. I am blessed to work for the past 25 years with such great people and it is much appreciated.

Mark Latham

A handwritten signature in black ink, appearing to read 'ML' followed by a stylized flourish.

ADVERTISE FOR DEPUTY

It is on motion of Mrs. Tracie Clark, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the board to approve to advertise for deputy.

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

February 7, 2025

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

Commissioners,

Please advertise and accept applications for a full-time Deputy Sheriff's position. Replacing Captain Latham.

Sincerely,

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

Shannon Oliver
Sheriff

BODY SCANNER

It is on motion of Mrs. Tracie Clark, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approved the 5-year lease at \$30,000 per year of the Body Scanner for the Jail. Sheriff Oliver explained that the scanner will be paid for by the Opioid Settlement Fund and will have a warranty the entire length of lease.

Resolution as follows:

RESOLUTION

A RESOLUTION REGARDING APPROPRIATION AND EXPENDITURE OF OPIOID SETTLEMENT PROCEEDS

WHEREAS, the Franklin County Commission has received (and will continue to receive), certain settlement proceeds (the "Settlement Proceeds") pursuant to resolution(s) with certain defendants involved in the MDL opioid litigation (the "Litigation"); and

WHEREAS, the Settlement Proceeds must be expended pursuant to the terms of two agreements (the "Settlement Agreements" attached hereto as Exhibit "A") which aim to address the opioid epidemic and local governments efforts in combating the same; and

WHEREAS, although the Settlement Agreements vary slightly, they all generally require funds to be sent to address three broad categories of abatement: education, prevention, and treatment.

WHEREAS, Franklin County Commission desires to expend the Settlement Proceeds pursuant to the Settlement Agreements and in compliance with applicable Alabama law.

NOW THEREFORE BE IT RESOLVED, Franklin County Commission and Franklin County does hereby resolve to appropriate and to thereafter expend a portion of its Settlement Proceeds pursuant to the below.

Section 1. Franklin County Commission shall expend a portion of the Settlement Proceeds as follows:

I. Enforcement / Prevention

The settlements contemplate expenditures of Settlement Proceeds toward ongoing governmental efforts related to the enforcement, education and intervention. The following expenditures are proposed by Franklin County toward enforcement, education and intervention efforts:


1. Drug Prevention Equipment/ TEK84 X-Ray Body Scanner

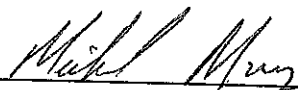
The equipment is used to stop Opioids from being brought into the criminal justice population to be used and to prevent overdose. Unfortunately, many people that is addicted to Opioids, when arrested will hide drugs inside their body through certain body cavities. This equipment will locate and prevent an overdose of the person and other inmates and officers that may come in contact.

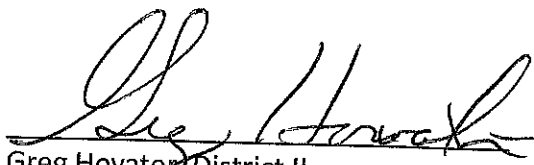
Section 2. All laws and regulations will be followed related to the procurement of the aforementioned items which will enhance the County's and Sheriff's offices ongoing efforts to promote the enforcement of drug/ opioid related laws, improve education and training for law enforcement and the general public, and enhance treatment for opioid affected individuals.

Section 3. Should any portion or provision of this Resolution or the expenditures contemplated herein be deemed illegal or unconstitutional, the same shall be stricken from the Resolution without affecting the balance of the same or expenditures contemplated herein.

Adopted this 18th of February, 2025.

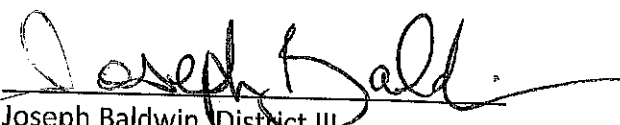

Barry Moore, Chairman

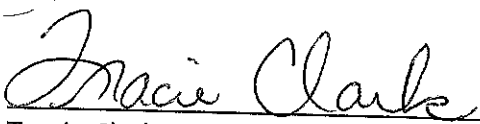

Michael Murray, District I


Greg Hovater, District II

Attest:


Leah Mansell, County Administrator


Joseph Baldwin, District III


Tracie Clark, District IV

SOLID WASTE

BID LANDFILL SCALE REPLACEMENT

It is on motion of Mrs. Tracie Clark, second by Mr. Greg Hovater, unanimously ordered, adjudged and decreed by the board to approve to bid the Landfill Scale Replacement. The scale will be purchased with LATCF funds.

RENEW LETTER OF CREDIT WITH CB&S BANK

It is on motion of Mr. Micheal Murray, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the renewal letter of credit with CB&S Bank

COOLER

It is on motion of Mr. Greg Hovater, second by Mr. Micheal Murray, unanimously ordered, adjudged and decreed by the Board to approve the estimate of \$2,500.00 from Frost Electric to move the cooler from Akins Funeral Home to Pinkard Funeral Home.

Estimate as follows:

Frost Electric

Bryton Frost

8425 Hwy 81

Phill Campbell, AL 35581

(205)-269-8064



FROST ELECTRIC
ELECTRICAL CONTRACTING

Quote

Submitted on 02/12/2025

Bryton Frost / (205)269-8064

Quote for

Pinkard Funeral Home

Quoted by

Bryton Frost

Project

Mopac cooler relocation

Description	Qty	Unit price	Total price
Removed existing wiring attached to cooler		\$2,500.00	\$2,500.00
Remove refrigeration unit from cooler			\$0.00
Raise cooler, install blocking underneath			\$0.00
Move cooler outside			\$0.00
Raise to trailer height			\$0.00
Transport to new location			\$0.00
Remove from trailer			\$0.00
Move into new position at Pinkard Funeral Home			\$0.00
Reinstall refrigeration unit			\$0.00
Run new conduit for designated cooler circuit			\$0.00
Pull branch conductors			\$0.00
Final connections, verify cooler operation			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Notes:

Subtotal

\$2,500.00

Adjustments


Total

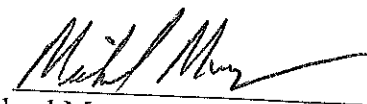
\$2,500.00

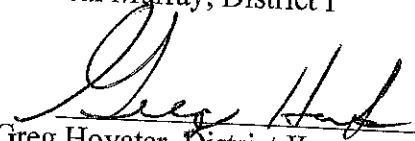
ADJOURNMENT

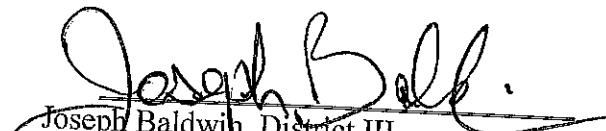
Chairman Moore thanked everyone for attending the meeting.

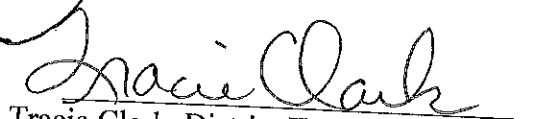
It is on motion of Mr. Joseph Baldwin, second by Mr. Micheal Murray, that the meeting be adjourned.


Barry Moore, Chairman


Micheal Murray, District I


Greg Hovater, District II


Joseph Baldwin, District III


Tracie Clark, District IV