

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
COMMISSION MEETING MINUTES

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Danny Barksdale, Derrick Gatlin, and LaDon Townsend. Absent: Collin Daly.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve the minutes of January 17, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following claims:

1/19/2023	0068603 - 0068604	\$ 76,210.00
1/20/2023	0068605 - 0068664	\$ 269,924.47
1/20/2023	0068665	\$ 219.99
1/25/2023	0068666	\$ 700.00
1/27/2023	0068667 - 0068735	\$ 2,016,894.00
1/27/2023	0068736	\$ 98.25
1/31/2023	0068737 - 0068789	\$ 265,538.97
2/03/2023	0068790 - 0068856	\$ 84,819.15
2/03/2023	0068857	VOID
2/03/2023	0068858 - 0068859	\$ 129.76
	Total:	\$ 2,714,534.59

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve a resolution setting a public hearing for March 20, 2023 to approve the modification of an existing solid waste management site located at 16100 BFI Lane, Athens, Alabama 35611.

RESOLUTION

A RESOLUTION APPROVING THE SETTING OF A PUBLIC HEARING

WHEREAS, on May 6, 2022, there was a fire at the existing solid waste transfer station located at 16100 BFI Lane, Athens, Alabama 35611, which damaged the site;

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WHEREAS, the Solid Waste Disposal Authority of Athens and Limestone County (“Authority”) plans to repair and improve the transfer station;

WHEREAS, the project consists of a new 10,000 square foot metal prefabricated building, a new 5,000 square foot metal prefabricated building, reinforced concrete stem walls, reinforced concrete tipping floor, heavy duty concrete paving, leachate management system, utilities, and site improvements;

WHEREAS, the new additions will be located at the existing transfer station site, and will be funded by the Authority;

WHEREAS, the Authority owns the transfer station and the real property upon which it sits, and the transfer station will continue to be operated by BFI Waste Services, LLC (d/b/a Republic Services of Huntsville);

WHEREAS, this work is entirely consistent with the current Limestone County Solid Waste Management Plan, which provided for a solid waste transfer station located at this site, used by Limestone County with respect to the solid waste generated within its jurisdiction;

WHEREAS, this project does not affect the current waste type or waste stream related to this location;

THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LIMESTONE COUNTY, ALABAMA that there will be a public hearing at the Limestone County Commission’s regular meeting which will immediately follow the Commission’s Work Session at 9:00 AM on March 20, 2023, concerning the Commission’s decision whether to approve the modification of the existing solid waste transfer station site located at 16100 BFI Lane, Athens, Alabama 35611. The County Engineer and County Attorney shall cause notice of such public hearing to be issued in accordance with § 22-27-48(b) of the *Code of Alabama*.

ADOPTED this the 6th day of February 2023.

Collin Daly, Chairman

CERTIFICATION OF COUNTY ADMINISTRATOR

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, Ellen Morell, County Administrator of the Limestone County, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the County Commission of Limestone County, Alabama, on the 6th day of February 2023.

Witness my hand and seal of office this _____ day of February 2023.

Ellen Morell, County Administrator

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a resolution approving the sale of approximately two (2) acres located along Clyde Mabry Drive in the Athens and Limestone County Highway 31 Park for \$20,000 per acre; furthermore, authorizing the Chairman to execute any and all documents and instruments that may be necessary to complete the County's performance and closing of the sale of the property.

**A RESOLUTION REGARDING THE SALE OF REAL PROPERTY LOCATED
IN THE ATHENS AND LIMESTONE COUNTY
HIGHWAY 31 INDUSTRIAL PARK**

WHEREAS, the Limestone County Commission, as the governing body of Limestone County, Alabama (the "County"), and the City of Athens, Alabama (the "City"), jointly own certain real property situated along Clyde Mabry Drive in the Athens and Limestone County Highway 31 Industrial Park, more particularly described as follows: an area or real property within the "future development" section of the *Final Plat of Thirty-One Commercial Park Addition No. 2*, recorded at Plat Book H, Page 159 in the Office of the Judge of Probate of Limestone County, Alabama, that is bordered by Clyde Mabry Drive on the north, and Lot 3 of the east, consisting of approximately two (2) acres drawn evenly from such area (the "Property").

WHEREAS, the Limestone County Commission approved the sale of the Property for industrial or commercial use by the buyer, TH Enterprises LLC (d/b/a "Happy Pappi"), and upon certain other terms;

WHEREAS, the Limestone County Commission has determined that the purchase price for the property is a fair, adequate, and reasonable price, and this Resolution does not involve the lending of credit, granting of public funds or thing of value in aid of any private entity;

WHEREAS, this Resolution is authorized by Section 94.01 of the *Constitution of Alabama*, and other applicable law; and

WHEREAS, upon motion having been duly made by Commissioner Barksdale, and seconded by Commissioner Sammet, to approve this Resolution, pursuant to the terms and conditions therein, as proposed; and, with said motion and second having been made in an open meeting of the Commission on the 6th day of February 2023 with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 4 to 0;

THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION, during its meeting on the 6th day of February 2023, commencing at 9:55 a.m., as follows:

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BE IT HEREBY RESOLVED that the Chairman of the Limestone County Commission, on behalf of the Limestone County Commission, is authorized to enter into a contract to sell the Property to TH Enterprises LLC upon the following terms:

- (i) purchase price of \$20,000 per acre;
- (ii) earnest money of \$5,000;
- (iii) the Property will be subject to a restrictive covenant, in favor of City and County, for a term of fifteen (15) years, limiting the use of the Property to an industrial food preparation/food storage facility (and related business offices). However, the restrictive covenant would terminate early if a bank lender sells the property at a foreclosure sale to a third party (a third party unrelated to TH Enterprises LLC or its officers/owners by blood or business affiliation) due to TH Enterprises LLC's failure to pay a loan that was used solely for the purchase of the property and/or the construction of improvements on the Property;
- (iv) for fifteen (15) years after the closing, neither the Property, nor any part of it, may be sold or transferred, unless the City and County shall first have an option to repurchase the Property (or part of it) for (a) the same price (plus the appraised cost of any improvements), or (b) if the property has been foreclosed upon by a financing bank due to TH Enterprises LLC's failure to pay a loan that was used solely for the purchase of the Property and/or the construction of improvements on the Property, then for the outstanding balance of the loan amount, whichever is greater;
- (v) transfer by statutory warranty deed;
- (vi) a due diligence period of sixty (60) days, absent unusual circumstances;
- (vii) closing to occur within thirty (30) days after due diligence period, absent unusual circumstances;
- (viii) the buyer shall pay for all closing expenses, including but not limited to the cost of causing the Property to be subdivided so that it may be sold to the buyer; and
- (ix) such other and additional terms as the Mayor of the City or Chairman of the County may prescribe, that are not inconsistent herewith.

The Chairman is authorized to do so through the execution, ratification, and/or performance of a "Purchase and Sale Agreement", and any amendment thereto, containing these terms.

BE IT FURTHER RESOLVED that the Chairman of the Limestone County Commission shall be authorized to further execute any and all documents and instruments that may be necessary to complete the Comity's performance and closing of the sale of the Property, including the approval of any modifications to the contract for sale that may be inconsequential to

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the substantive terms of said agreement, and to take such actions as may be necessary to effect and carry out the transactions contemplated by this Resolution. This authority includes, but is not limited to, approving and executing agreement(s) with the City concerning operational details, logistics, and allocation of costs/responsibilities as between the City and County, that are consistent with and involved in carrying out the transactions contemplated by this Resolution.

The authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this 6th day of February 2023.
Collin Daly, Chairman

ATTEST:

Ellen Morell, Administrator

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to

1. Approve agreements to lease of three (3) copiers and purchase of one (1) copier for the following departments:
 - a. Two (2) copiers (lease) for Probate Judge – general use and use at the recording desk;
and
 - b. Two (2) copiers one (1) lease and one (1) service agreement) for Sheriff – Dispatch and Investigations

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LEASE AGREEMENT

CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 Phone: (800) 220-0200

Single-Page Agreement for Transactions Under 38W(04/16)
\$150,000 CFS-1 CFS' AGREEMENT NUMBER:

COMPANY LEGAL NAME DER PHONE:
Limestone County ("Customer") (256) 233-6427
BILLING ADDRESS CITY COUNTY STATE ZIP
100 S. Clinton St, Suite D Athens Limestone AL 35611
EQUIPMENT ADDRESS CITY COUNTY STATE ZIP

EQUIPMENT INFORMATION				NUMBER AND AMOUNT OF PAYMENT S	
Quantity	Serial Number	Make/Model/Description	buzhub C300i	No. of Payments	Payment Amount *
4		Konica Minolta	buzhub C300i	36	\$628.42

TERM IN MONTHS: 36 NUMBER OF PAYMENT S IN ADVANCE: Monthly Quarterly Other:
END OF TERM PURCHASE OPTION: FairMarket Value \$1.00 Other: (\$ or %)
TOTAL AMOUNT DUE AT SIGNING: * Plus Applicable Taxes (estimated)

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDER SIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.	AUTHORIZED CUSTOMER SIGNATURE
By: _____	By: Title: _____
Title: _____	Printed Name: Email address: _____
Date: _____	Tax ID#: If proprietor, DOB: Date: _____

To: Canon Financial Services, Inc. ("CFS") ACCEPTANCE CERTIFICATE
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
Signature: Printed Name: Title (if any): Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ organized under the laws of the State of _____, with its chief executive office at _____, and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is accepted by Customer ("Commencement Date") provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically renouncing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.
2. **PAYMENTS:** Customer shall pay CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer shall also pay CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by CFS. A late payment fee equal to the greater of 10% of the late amount or \$25 will be due if a Payment is late. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the Payment and End of Term Purchase Option ("Purchase Option") herein by up to 15% if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer (a) shall pay an \$85 documentation fee, and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.
3. **NAME, OFFICES:** Customer's legal name (as set forth in its constituent documents), chief executive office address and jurisdiction of organization are as set forth herein. Customer shall provide CFS written notice at least 30 days prior to any change of its legal name, chief executive office address or its form of organization (including its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.
4. **WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty related to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement, and CFS assigns to Customer any warranties agreed between Customer and the manufacturer, dealer, or supplier. Customer acknowledges and agrees that the supplier or dealer is not an agent of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation or warranty with respect to this Agreement or the Equipment on behalf of CFS. Customer warrants that the Equipment will not be used for personal, family or household purposes.
5. **LIENS; MAINTENANCE; ALTERATIONS; LOSS:** Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer shall keep and maintain the Equipment in good working order and shall, at its expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment, and (b) during the term hereof, including renewals and extensions, keep the Equipment insured with CFS as loss payee. If Customer fails to provide proof of insurance, CFS may, but is not required to, obtain insurance covering CFS' interests, and charge Customer for the costs of such insurance and an administrative fee. CFS and any affiliate may make a profit on the foregoing. No such loss, theft, or damage shall relieve Customer of any obligation hereunder.
6. **DEFAULT:** If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"); (b) terminate all and all agreements with Customer; (c) repossess the Equipment; (d) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount of CFS received from such sale, and/or (e) pursue any other remedy permitted at law or in equity. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale,

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 12 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.
Printed Name: _____ Signature: _____
Address: _____

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Sales Order Agreement

Limestone County IT Dept.
100 S Clinton St, Suite F
Athens AL 35611

Order # Date
Buyer P.O.#
Sales Rep 2/2/2023

Taylor Parker

Ship To Bill To

Limestone County IT Dept.
100 S Clinton St, Suite F
Athens, AL 35611

Limestone County IT Dept.
100 S Clinton St, Suite F
Athens, AL 35611

Contact: Jonathan Yerdon
Phone/Email: (256)216-3450 [jonathan.yerdon@limestonecounty](mailto:jonathan.yerdon@limestonecounty.al.gov)

Billing Contact: Jonathan Yerdon
Phone/Email: (256) 216-3450 jonathan.yerdon@limestonecounty.al.gov

Quantity	Product #	Description	Unit Price	Total Price
1	AA7R011	bizhub C450 (Sourcewell) 45 ppm Printer/Copier/Scanner		
1	A83S012	bizhub C450 (Sourcewell) FK-514 Fax Kit	\$8,860.64	\$8,860.64
1	AA4WY1	(Supports 1st & 2nd fax line - no bizhub C450 (Sourcewell) FS-539 (50-sheet floor staple finisher plus manu		
1	APP116	bizhub C450i (Sourcewell) LK-102 v3 i-Option License Kit (Encrypted PDF, 1 bizhub C450 (Sourcewell) RU-		
1	A87JW2	S13 Relay Unit (Relay unit required for the F/ bizhub C450i (Sourcewell) PC-416 Large Capacity Cassette		
1	AAV5013	(2,500 sheets/L		

Comments/Special Instructions		Tax Exempt
Delivery Time Stairs/Count Elevator Connected	Delivery Type	Subtotal \$8,860.64
		Sales Tax \$0.00
		Delivery/Installation \$0.00
		TOTAL AMOUNT \$8,860.64
Delivery Instructions	Less Payment (Check #):	
0		
Special Payment Terms & Due Dates	AMOUNT DUE	\$8,860.64

Warranty/Maintenance Agreement Yes No *Please select

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am

Customer Acceptance	Dealer Representative
Authorized Signature/Date Print Name	Title Signature Date

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The Licoe Group Terms and Conditions

General Terms and Conditions

- 1. DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and The Licoe Group, Inc. ("Licoe") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and Licoe concerning the Equipment or software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or software provided by Licoe and covered under this Maintenance Agreement.
- 2. INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as trenching and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
- 3. MAINTENANCE WITH SUPPLIES.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, Licoe will perform maintenance cleaning and make in specifications, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). Licoe will furnish the following supplies, to be delivered at specified intervals in quantities as usage history dictates as determined by Licoe and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Fuser Change, Fuser Oil, Waste. Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. Licoe reserves the right to charge Customer for shipping and handling charges incurred by Licoe for the delivery of any Consumable Supplies delivered to the Customer. Licoe agrees that Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal date as described in paragraph 16, Licoe shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.
- 4. EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide Licoe with meter readings on the last day of each month and/or when requested by Licoe. Each 8 1/2" x 11" copy will be recorded as a single meter count. Each 11" x 17" copy will be recorded as a double meter count. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter count charges shall apply: 18" to 27" = 3 o'clocks; 27" to 36" = 4 o'clocks; 36" to 47" = 5 o'clocks. Licoe reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Licoe agrees to provide Licoe access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide Licoe with meter readings on the last day of the month, Licoe shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be rendered either monthly, quarterly, semi-annually or annually, as determined by Licoe.
- 5. PAYMENT / SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Licoe or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. Licoe does not accept cash payments. Any part of any payment due to Licoe hereunder is not to be paid until 60 days past due. Customer agrees to pay a late charge equal to 10% of the past due amount to cover Licoe's administrative costs occasioned by a solid late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.6% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Licoe shall have the right to discontinue service to the event Customer becomes delinquent in payment.
- 6. CUSTOMER CHANGES.** Licoe reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or modifications that make it more expensive or impractical for Licoe to provide service to Customer or the Equipment.
- 7. MAINTENANCE ONLY.** If Customer selects the Maintenance Only Option on the Maintenance Agreement, Licoe will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance services. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoconductor drum (imaging units, drum cartridges, masters) and fuser unit components/broilers/fuser wheels, cleaning rollers, wicks, belts, fuser oil. Consumable Supplies are toner, developer, filters, paper, preventative maintenance kits, print wheels/motors, ribbons, ink cartridges, staples, and waste toner bag/impactors. If Customer uses parts or supplies other than Licoe Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in an unnecessary service call (chargeable item), service problems, or unacceptable copy quality, then Licoe may terminate this Maintenance Agreement and the unused portion of any fee refunded in Licoe's sole and absolute discretion. In the event Licoe terminates this Maintenance Agreement, Customer will be offered continuing service from Licoe at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established Licoe rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, no direct-to-equipment software and/or network printing configuration or related issues, and such services will be subject to additional charges at established Licoe rates then in effect.
- 8. BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Licoe's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Licoe holidays and subject to change by Licoe. At Customer's request, Licoe may render service outside of normal business hours, subject to availability of personnel and additional charges at established Licoe rates then in effect.
- 9. RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in Licoe until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to Licoe on demand. Additionally, Licoe reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Licoe's standard formula for such consumption.
- 10. AVAILABILITY OF SUPPLIES.** Licoe Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper), it is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineers' use.
- 11. RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Licoe will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance service charges. If Customer does not authorize such work, Licoe may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.
- 12. NETWORK INTEGRATION.** If Network Integration services are provided by Licoe, Customer warrants that the Licoe Digital Site Survey has been accurately completed and Licoe may rely on the information contained in the Site Survey in providing network integration services. Licoe reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
- 13. SYSTEM MONITORING.** Licoe will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interfaces with Licoe product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply level monitoring for replenishment, and product status (and as described in Licoe's OMA). Should Customer opt-out of utilizing System Monitoring, Licoe reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
- 14. DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opt-out of DSS at the time of execution of the Maintenance Agreement, or thereafter by providing notice not less than thirty (30) days prior written notice to Licoe, Licoe shall provide Customer with DSS, for a fee based on the Cost Based set forth in the DSS Addendum, which fees shall be

- billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax driver updates, in installation of additional print/fax drivers and installation of additional scan/fax destinations, including issues arising as a result of changes in operating systems, e-mail domains or servers that require reconfiguration to Customer's equipment.
- 15. AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from Licoe or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Licoe's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term until Equipment is in service for 5 years at which the maximum annual increase will not exceed 15%.
 - 16. CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Licoe may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Licoe may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, Licoe will not issue any refund for the unused portion.
 - 17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Licoe the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the Initial Term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, Licoe may cancel this agreement and all liquidated damages according to the foregoing formula.
 - 18. NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Licoe does not constitute a waiver of such rights by Licoe, or in any way prevent Licoe from enforcing such rights, or any other rights hereunder, at a later date.
 - 19. ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Licoe, constitutes the entire agreement between Customer and Licoe related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understanding and/or communication between the parties relating to this Maintenance Agreement are hereby superseded.
 - 20. NO INDEMNITIES.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
 - 21. NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Licoe, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
 - 22. AUTHORITY.** Customer and Licoe each represent and warrant that the respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.
 - 23. LIMITATION ON LIABILITY.** Under no circumstances shall Licoe be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. Licoe's liability in case of non-performance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to Licoe pursuant to this Maintenance Agreement.
 - 24. INDEMNITY.** CUSTOMER SHALL INDEMNIFY LICOE AGAINST AND HOLD LICOE HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSSES, COSTS, EXPENSES AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING TO BE BROUGHT BY THIRD PARTIES AND ANY OUT OF COURT RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, Licoe agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.
 - 25. DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND LICOE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY. Licoe expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other equipment not of Customer or Customer's agents and/or service performed by non-Licoe personnel. Licoe will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
 - 26. ATTORNEYS FEES, COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring Licoe to refer said matter to an attorney and/or to litigate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay Licoe's reasonable attorney's fees and all costs resulting from such action.
 - 27. CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performed in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with Licoe shall lie with any state or federal court of competent jurisdiction in Madison County, AL.
 - 28. WAIVER OF JURY TRIAL.** CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.
 - 29. NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Licoe, said notice shall be sent to the registered agent for Licoe in the state in which the transaction arose, or to Licoe, Attention: Nick Lopez, 2180 Drake Avenue, Huntsville, AL 35894. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Licoe.
 - 30. FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT BEGIN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.
 - 31. AFFIRMATIVE ACTION.** Licoe and all vendors and/or subcontractors are obligated to and do, to the best of Licoe's knowledge comply with the EEO clause set forth in 41 CFR 60.1.4(a) and the Affirmative Action Clauses at 260.4(a) and 741.4(a).

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023

COMMISSION MEETING MINUTES



THE LOICE GROUP
NEW DIMENSION IN BUSINESS

Service Agreement

Date **2/2/2023**
 Customer #
 Representative Taylor Parker

Ship To
 Limestone County IT Dept.
 100 S Clinton St, Suite F
 Athens, AL 35611
 Contact: Jonathan Yerdon
 Meter Contact: Jonathan Yerdon
 Meter Method: FM Audit
 E-Mail: jonathan.yerdon@limestonecounty-

Bill To
 Limestone County IT Dept.
 100 S Clinton St, Suite F
 Athens, AL 35611

Installation and Service Agreement Options

Maintenance Type: Monthly

Contract Length (months): 36
 Contract Start Date: upon delivery

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	0.0073		0 Monthly	0.0073 Monthly	
Color	0.05		0 Monthly	0.05 Monthly	
B/W Printer					
Color Printer					
Toner		Included			
Paper		Not Included			
Staples		Not Included			

If wide-format, billing is per Square foot/Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
bizhub C450i (Sourcewell) 45 ppm Printer/Copier/Scan				
bizhub C450i (Sourcewell) FK-514 Fax Kit (Supports 1s				
bizhub C450i (Sourcewell) FS-539 (50- sheet floor stap				
bizhub C450i (Sourcewell) LK-102 v3 i-Option License				
bizhub C450i (Sourcewell) RU-513 Relay Unit (Relay u				
bizhub C450i (Sourcewell) PC-416 Large Capacity Cas				

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023 COMMISSION MEETING MINUTES

Terms and Conditions

General Terms and Conditions

- 1. DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and The Lioce Group, Inc. ("TLG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and TLG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TLG and covered under this Maintenance Agreement.
- 2. INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
- 3. MAINTENANCE WITH SUPPLIES.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TLG will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). TLG will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by TLG and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs, Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. TLG reserves the right to charge Customer for shipping and handling charges incurred by TLG for the delivery of any Consumable Supplies delivered to the Customer. TLG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 15, TLG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.
- 4. EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide TLG with meter readings on the last day of each month and/or when requested by TLG. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplicated copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. TLG reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TLG access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide TLG with meter readings on the last day of the month, TLG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered either monthly, quarterly, semi-annually or annually as determined by TLG.
- 5. PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to TLG or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. TLG does not accept cash payments. If any part of any payment due to TLG hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TLG's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TLG shall have the right to discontinue service in the event Customer becomes delinquent in payment.
- 6. CUSTOMER CHANGES.** TLG reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for TLG to provide service to Customer or the Equipment.
- 7. MAINTENANCE ONLY.** If Customer selects the Maintenance Only Option on the Maintenance Agreement, TLG will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems, or unacceptable copy quality, then TLG may terminate this Maintenance Agreement and the unused portion of any fee refunded is in TLG's sole and absolute discretion. In the event TLG so terminates this Maintenance Agreement, Customer will be offered continuing service from TLG at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges as established TLG rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges as established TLG rates then in effect.
- 8. BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during TLG's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TLG holidays and subject to change by TLG. At Customer's request, TLG may render service outside of normal business hours, subject to availability personnel and additional charges as established TLG rates then in effect.
- 9. RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in TLG until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of the Maintenance Agreement, all such supplies and consumable parts shall be returned to TLG on demand. Additionally, TLG reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to TLG's standard formula for such proration.
- 10. AVAILABILITY OF SUPPLIES.** TLG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Engineer's use.
- 11. RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, TLG will submit to Customer a cost estimate for reconditioning. If Customer agrees to the reconditioning maintenance charges, if Customer does not authorize such work, TLG may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.
- 12. NETWORK INTEGRATION.** If Network Integration services are provided by TLG, Customer warrants that the TLG Digital Site Survey has been accurately completed and TLG may rely on the information contained in the Site Survey in providing network integration services. TLG reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
- 13. SYSTEM MONITORING.** TLG will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TLG product for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in TLG's DNA). Should Customer opt-out of utilizing System Monitoring, TLG reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
- 14. DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opts-out of DSS at the time of execution of the Maintenance Agreement, or thereafter by providing not less than thirty (30) days prior written notice to TLG, TLG shall provide Customer with DSS, for a fee based on the Cost Schedule set forth in the DSS Addendum, which fees shall be

- billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax driver updates, installation of additional print/fax drivers and installation of additional scan/fax destinations, including issues arising as a result of changes in operating systems, e-mail domains or servers that require reconnection to Customer's equipment.
- 15. AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from TLG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TLG's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term until equipment is in service for 5 years at which the maximum annual increase will not exceed 15%.
 - 16. CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TLG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. TLG may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TLG will not issue any refund for the unused portion.
 - 17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to TLG the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, TLG may cancel this agreement and collect damages according to the foregoing formula.
 - 18. NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TLG does not constitute a waiver of such rights by TLG, or in any way prevent TLG from enforcing such rights, or any other rights hereunder, at a later time.
 - 19. ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from TLG, constitutes the entire agreement between Customer and TLG related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.
 - 20. NO INDEMNITIES.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
 - 21. NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of TLG, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
 - 22. AUTHORITY.** Customer and TLG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.
 - 23. LIMITATION ON LIABILITY.** Under no circumstances shall TLG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TLG's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TLG pursuant to this Maintenance Agreement.
 - 24. INDEMNITY. CUSTOMER SHALL INDEMNIFY TLG AGAINST AND HOLD TLG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT.** In the event of an indemnified claim hereunder, TLG agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.
 - 25. DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TLG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY.** TLG expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non-TLG personnel. TLG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
 - 26. ATTORNEY'S FEES; COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TLG to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay TLG's reasonable attorney's fees and all costs resulting from such action.
 - 27. CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performed in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TLG shall lie with any state or federal court of competent jurisdiction in Madison County, AL.
 - 28. WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.**
 - 29. NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to TLG, said notice shall be sent to the registered agent for TLG in the state in which the transaction arose, or to TLG, Attention: Nick Lioce, 2350 Highway 4, Huntsville, AL 35894. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to TLG.
 - 30. FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.**
 - 31. AFFIRMATIVE ACTION. TLG and all vendors and/or subcontractors are obligated to and do, to the best of TLG's knowledge comply with the EEO clause at 41 CFR 60 1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).**

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a grant from the Bureau of Justice Assistance in the amount of \$2,064.40 for bullet proof vests for the Sheriff's Office. This is a 50% match grant which will be paid through the Sheriff's Office budget.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
COMMISSION MEETING MINUTES**

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to terminate Southern Health Partner’s contract pursuant to procedures as stated in contract.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
EMA	152-52300-549	Miscellaneous Equipment	+ \$130,500.00
	152-61110	Transfer In	- \$130,500.00
	001-62145	Transfer Out	+ \$130,500.00
	001-35910	Budgetary Fund Balance	- \$130,500.00
Commission	112-51100-231	R & M of Building & Land	+ \$ 42,000.00
	112-35910	Budgetary Fund Balance	- \$ 42,000.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve the Solid Waste Department budget in the amount of \$3,065,373.00.

DEPARTMENT LEVEL BUDGET FORM TOTAL APPROPRIATIONS REQUEST

DEPARTMENT Solid Waste

511-45411 SOLID WASTE COLLECTION FEES 2,587,500.00
 TRANSFER IN 477,873.00

3,065,373.00

511-54100

<u>113</u>	<u>OTHER SALARIES & WAGES</u>	<u>465,393.00</u>
<u>116</u>	<u>OVERTIME PAY</u>	<u>50,000.00</u>
<u>121</u>	<u>RETIREMENT</u>	<u>52,291.00</u>
<u>122</u>	<u>HEALTH INSURANCE</u>	<u>97,183.00</u>

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
COMMISSION MEETING MINUTES

<u>123</u>	<u>LIFE INSURANCE</u>	<u>626.00</u>
<u>124</u>	<u>SOCIAL SECURITY TAXES</u>	<u>35,603.00</u>
<u>125</u>	<u>WORKERS COMPENSATION INSURANCE</u>	<u>30,000.00</u>
<u>129</u>	<u>DISABILITY BENEFITS</u>	<u>500.00</u>
<u>152</u>	<u>CLEANING & JANITORIAL SERVICES</u>	<u>500.00</u>
<u>153</u>	<u>PEST CONTROL SERVICES</u>	<u>500.00</u>
<u>156</u>	<u>MEDICAL & DENTAL COUNTY EMPLOY</u>	<u>500.00</u>
<u>161</u>	<u>WRECKER/TOWING SERVICES</u>	<u>2,000.00</u>
<u>170</u>	<u>TRAINING</u>	<u>2,000.00</u>
<u>199</u>	<u>MISC SERV PROVIDED BY OTHERS(Tipping)</u>	<u>540,000.00</u>
<u>203</u>	<u>UNIFORMS</u>	<u>1,000.00</u>
<u>207</u>	<u>SAFETY SUPPLIES</u>	<u>1,000.00</u>
<u>212</u>	<u>FUEL AND LUBRICANTS</u>	<u>210,000.00</u>
<u>214</u>	<u>SMALL TOOLS & MINOR EQUIPMENT</u>	<u>20,000.00</u>
<u>215</u>	<u>TIRES AND TUBES</u>	<u>15,000.00</u>
<u>216</u>	<u>CLEANING & JANITORIAL SUPPLIES</u>	<u>1,000.00</u>
<u>219</u>	<u>OTHER MISCELLANEOUS SUPPLIES</u>	<u>415,577.00</u>
<u>223</u>	<u>OPERATING LEASE-COPIER</u>	<u>3,000.00</u>
<u>233</u>	<u>R & M - OFFICE EQUIPMENT</u>	<u>5,000.00</u>
<u>235</u>	<u>R & M - DATA PROCESSING EQUIP</u>	<u>10,000.00</u>
<u>236</u>	<u>R & M COMMUNICATIONS EQUIP</u>	<u>2,000.00</u>
<u>251</u>	<u>TELEPHONE</u>	<u>1,500.00</u>
<u>252</u>	<u>POSTAGE</u>	<u>1,000.00</u>
<u>253</u>	<u>ADVERTISING</u>	<u>1,000.00</u>
<u>257</u>	<u>COMMUNICATION SERVICES</u>	<u>5,000.00</u>
<u>219</u>	<u>OTHER MISCELLANEOUS SUPPLIES</u>	<u>20,000.00</u>
<u>228</u>	<u>RENTAL OF UNIFORMS & CLOTHING</u>	<u>6,500.00</u>
<u>229</u>	<u>OTHER OPERATING LEASES</u>	<u>540,000.00</u>
<u>231</u>	<u>R & M OF BUILDINGS AND LAND</u>	<u>3,000.00</u>
<u>232</u>	<u>R & M OF CONSTRUCTION EQUIP.</u>	<u>50,000.00</u>
<u>234</u>	<u>R & M OF MOTOR VEHICLES</u>	<u>4,000.00</u>
<u>239</u>	<u>OTHER REPAIRS & MAINTENANCE</u>	<u>500.00</u>
<u>240</u>	<u>UTILITIES</u>	<u>16,000.00</u>
<u>264</u>	<u>LODGING & MEALS</u>	<u>1,000.00</u>
<u>266</u>	<u>GASOLINE FOR COUNTY VEHICLES</u>	<u>200.00</u>
<u>271</u>	<u>INSURANCE ON BLDG & CONTENTS</u>	<u>7,500.00</u>
<u>272</u>	<u>INSURANCE - MOTOR VEHICLE</u>	<u>75,000.00</u>
<u>407</u>	<u>VEHICLES' LICENSE PLATES</u>	<u>500.00</u>
<u>551</u>	<u>DIRECT PURCHASE PRICE/MTR VEH</u>	<u>80,000.00</u>
<u>560</u>	<u>MISC CONST EQUIP</u>	<u>262,000.00</u>
<u>849</u>	<u>MISC FURNITURE & EQUIPMENT</u>	<u>20,000.00</u>
<u>880</u>	<u>DATA PROCESSING EQUIPMENT</u>	<u>10,000.00</u>
	<u>Total (511-54100)</u>	<u>3,065,373.00</u>

Transfer in- expected to be satisfied by Landfill Fund or General Fund, if needed.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve Bobby Jackson to the Limestone County Water & Sewer Authority Board (District 1 nomination) effective March 1, 2023 for a six (6) year term.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend aye. Motion carries unanimously.

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
COMMISSION MEETING MINUTES**

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve re-appointment of Richard Robinson to the Limestone County Water & Sewer Authority Board (District 4 nomination) effective March 1, 2023 for a six (6) year term.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to

1. Approve re-appointment of Jennifer White to the Board of Directors of NCA 310 effective April 1, 2023 for a six (6) year term.
2. Approve re-appointment of Caroline Page to the Board of Directors of NCA 310 effective April 1, 2023 for a six (6) year term.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2807	Business Cards (Commission)	Printers & Stationers Inc.	\$265.00
2809	Concrete Round Pipe (Picked Up & Delivered) Concrete Arched Pipe (Picked Up & Delivered)	Foley Products Company	\$271,660.50
2811	Gasoline & Diesel	W.H. Thomas Oil Company	\$0.30 (Margin over Rack)
Proposal No. n/a	Inmate County Healthcare Services	Turn Key Health	\$899,471.85 (first year fixed cost)

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
COMMISSION MEETING MINUTES**



Turn+Key

**HEALTH
Inmate Health Care Services**

LIMESTONE COUNTY, ALABAMA - COST PROPOSAL SUMMARY		
Personnel	All personnel related costs for nursing, provider, mental health, support, and administrative personnel, including benefits	\$ 660,474.70
Routine Onsite Lab	Turn Key will be responsible for the coordination and the costs of onsite laboratory diagnostic services. When such services cannot be conducted onsite due to an emergent condition or complexity of the required diagnostic, patients will be referred for offsite services.	\$ 17,230.83
Offsite Emergency, Hospitalization, Diagnostic, X-Ray and Specialty Services	Turn Key will be responsible for participating in the coordination of ambulance, Emergency Room visits, hospitalizations, offsite laboratory, x- rays (onsite and offsite) and specialty services. Claims will be deferred to be paid by the patient, the County or other responsible party.	N/A
Pharmaceuticals	Key. The costs associated with OTC medication will be included with our program, but the County or other responsible entity other than Turn Key	\$ 2,572.00
Disposable Medical Supplies	Turn Key will provide the general disposable medical supplies required for the medical program. All durable equipment or disposable supplies that exceed \$500/unit will be the responsibility of the County.	\$ 22,433.60
Medical Waste Management	Costs associated with the management and disposal of medical waste generated by the clinic.	\$ 2,299.52
Liability Insurance and Legal Services	Fees associated with maintaining general and professional liability insurance and any associated attorney and legal fees.	\$ 41,342.40
EMR Services	The fees associated with the implementation, licensing and maintenance of CorEMR, server systems, computers, hardware, and other associated equipment. The County will have no ongoing costs for the operation of CorEMR except possible JMS interface maintenance.	\$ 37,105.20
Administrative Services	Costs associated with program startup, ongoing oversight, CU programs, payroll processing, back office services, corporate travel, and other costs associated with the program.	\$ 135,816.43
TOTAL FIRST YEAR FIXED COST		\$ 899,471.85

4-Year FIXED Cost of Service

Assumes an average daily population of 312

	% Increase	Contract Amount
Year One	N/A	\$ 899,471.85
Year Two	2.97%	\$ 926,186.16
Year Three	3.29%	\$ 956,657.69
Year Four	3.29%	\$ 988,131.73

Per Diem Fee for >312 inmates | \$1.07

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
COMMISSION MEETING MINUTES**

Turn +Key
HEALTH
Inmate Health Care Services

SUMMARY OF SERVICES AND RESPONSIBILITY		
a)	Nurse wages and benefits	Proposer to pay
b)	Physician wages and benefits	Proposer to pay
c)	Any other on-site program provider (as deemed required by TK)	Proposer to pay
d)	Policies and procedures development	Proposer to pay
e)	Medical supplies	Proposer to pay
f)	Minor equipment (over \$500 per single item or unit)	Proposer to pay
g)	Repairs on existing equipment (up to \$500 per single item)	Proposer to pay
h)	Over-the-counter medications	Proposer to pay
i)	Clinical lab procedures (on-site)	Proposer to pay
j)	Office Supplies	Proposer to pay
k)	Folders and forms	Proposer to pay
l)	Travel expenses	Proposer to pay
m)	Long-distance phone calls (for medical if fees are assessed)	Proposer to pay
n)	Publications and subscriptions (required for medical personnel)	Proposer to pay
o)	Any necessary pharmacy licenses/permits	Proposer to pay
P)	Medical hazardous waste disposal	Proposer to pay
Q)	All required insurance as specified in the RFP	Proposer to pay
r)	Administrative services (cell phone, fax machine)	Proposer to pay
s)	Training for officers in the Jail on necessary topics	Proposer to pay
t)	All other specific on-site medical services (as specified in the RFP)	Proposer to pay
u)	Off-site medical services	County to pay
V)	On-site mental health services (as specified in the RFP)	Proposer to pay
w)	Off-site mental health services	County to pay
X)	X-ray services on-site	County to pay
V)	X-ray services off-site	County to pay
z)	Off-site dental services	County to pay
aa)	Formulary prescription medications for county inmates	County to pay
bb)	Non-formulary prescription medications for county inmates	County to pay

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; LaDon Townsend, aye; Danny Barksdale, aye; and Derrick Gatlin aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve financing through Bryant Bank in the amount of \$2,875,177.88 at an interest rate of 3.22% fixed for the purchase of ten (10) dump trucks with dump beds, and two (2) lo-boy tractors. Term is fifteen (15) months with a single payment of principle and interest at maturity.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve financing through Bryant Bank in the amount of \$555,920.84 at interest rate of 3.79% fixed for the purchase of three (3) garbage trucks. Term is sixty (60) months fully amortized term loan, annual payments of principal and interest.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to hire Angela Baldwin as Superintendent for the Solid Waste Department.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to hire Brad Carter as Facilities Technician effective February 6, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Derrick Gatlin aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve to hire Cathy Roberson as a Part Time Van Driver for Council on Aging.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
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MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve to hire Tyler McBay as Equipment Operator 2 in District 3 pending a drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to transfer Bryson Leopard from Corrections Officer to Patrol Deputy effective February 6, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Derrick Gatlin aye. Motion carries unanimously.

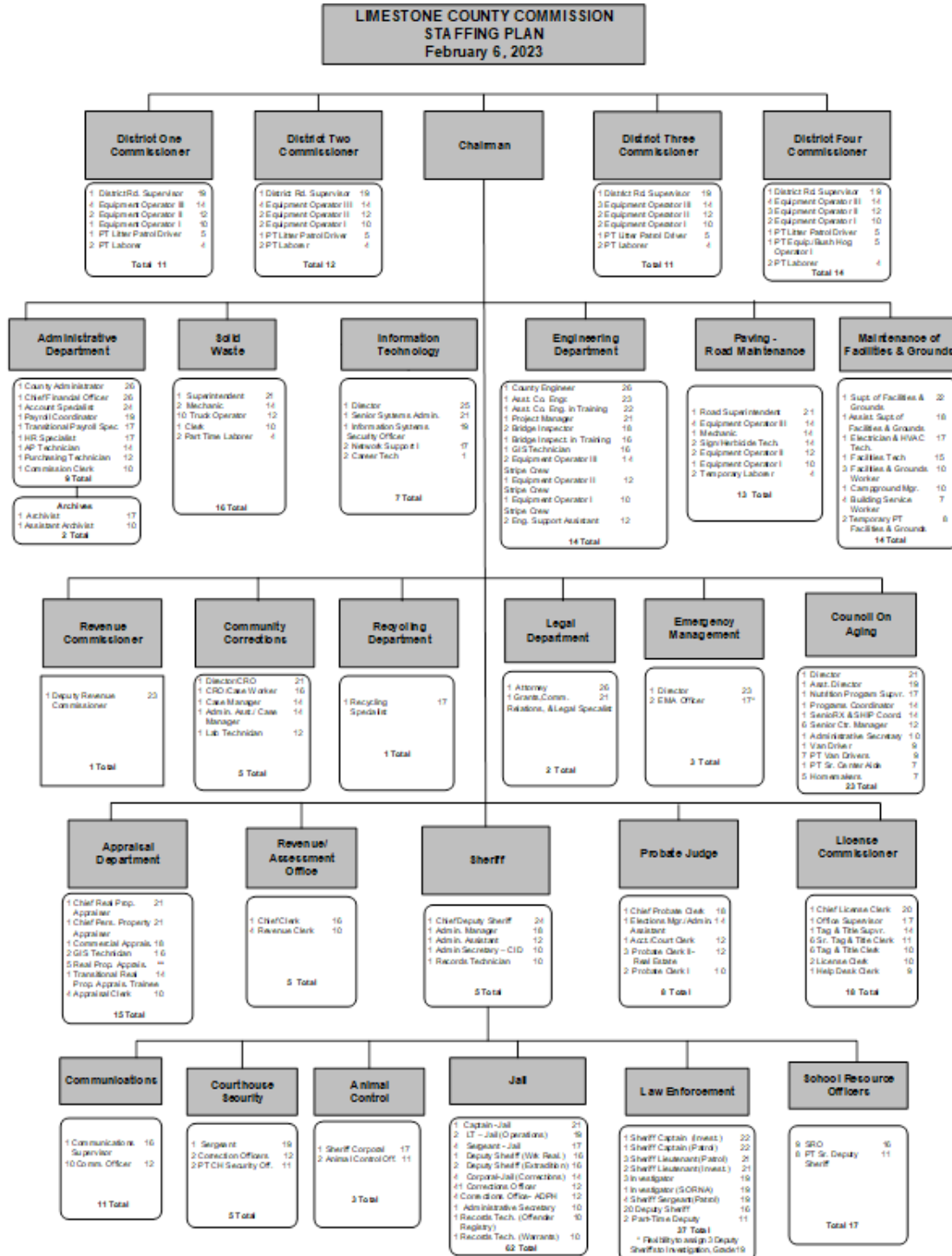
MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to hire Christa McCurry as Grants, Communication Relations, & Legal Specialist effective February 21, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the updated Staffing Plan to reflect job positions and department(s) previously approved at prior Commission meetings.

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023

COMMISSION MEETING MINUTES



*EMA Officer

10 years' experience & required certifications: 19

**Real Property Appraiser

Trainee: 14; 18 months' experience: 17; State certified: 18

Under "Law Enforcement", "4 Corrections Officer - ADPH" are paid through an ADPPH grant which will go through July 31, 2024.

Solid Waste Dept. voted 11/22/2022

SW job Descript voted. 1/3/2023

Acct. Specialist voted 1/3/2023

Grants, Comm. Relations, & Legal Spec. voted 1/3/2023

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
April Davis	Assist. Archivist	2/8/2023
Austin Blake McMahan	Sign/Herbicide Technician	2/4/2023
Ben Pepper	District Road Supervisor	2/28/2023
Cameron Puckett	Chief Clerk	2/16/2023
Christa Dee McCurry	Probate Clerk II-RE	2/22/2023
Cynthia A. Adams	Administrative Secretary	2/23/2023
Danny Craig	Sheriff Lieutenant (Patrol)	2/1/2023
Debra J. Davis	Administrative Manager	2/3/2023
Dennis Wallace	District Road Supervisor	2/6/2023
Gary Alton McGee	Part-Time Patrol	2/28/2023
Hope Wood	Sr. Tag and Title Supervisor	2/5/2023
Jeffery G. Grisham	Corrections Officer	2/8/2023
Michael S. Black	Equipment Operator III	2/28/2023
Shelly Posey	Corrections Corporal	2/19/2023
Sonya Gayle Persell	GIS Technician	2/14/2023
William K. Chandler	Jail Sergeant	2/5/2023

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Kennedy Estates – replat Tract 4 & 5and Cannon Estates – replat Lot 5	Minor	Preliminary & Final	2	3	Approx. 3900’ west of Brownsferry Rd on the north side of Lawngate Rd

**MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
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Clements Height – replat of Lot 18	Minor	Preliminary & Final	3	4	Located on Allison Loop approx. 700’ west of Cox Rd
Lentzville Ridge	Minor	Preliminary & Final	4	4	East side of Lentzville Rd across from Barker Rd
Florence Road Subdivision – replat of Lots 45A, 46A, & 47A	Minor	Preliminary & Final	4	3	At the intersection of Thompson Ln and Eastep Rd
The Links at Southern Gayles	Major	Preliminary	77	1	North side of Drawbaugh Rd approx. a ¼ mile east of the intersection with Mooresville Rd

1. Approve the following subdivisions that have been resubmitted with changes:

Name	S/D Type	Approval Type	Lots	District	Location
Oakland Meadows Subdivision – replat of Lot 15, of Block 3	Minor	Preliminary & Final	2	1	At the southeast corner of the intersection of Oakland Meadows & Hickory Hill Lane approx. a ½ mile north of AL Hwy 251

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Serial #/Inventory #
District 3	Military Cargo Truck	Serial: 23106797 Inventory: 18944
District 3	Two (2) 25 Ton Caterpillar Lift Stands	n/a

MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 6, 2023
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend aye. Motion carries unanimously.

Commissioner Barksdale reported that he, the engineer and attorney had been working with Huntsville regarding the paving on Dupree Worthey Road. Commissioner Barksdale also reported that Ennis Road continues to be under water.

Commissioner Gatlin relayed that he understood everyone's thoughts and concerns regarding the asphalt plant, and he has plans to speak with the county legal department regarding same.

Commissioner Townsend spoke as to the asphalt plant and would work to see what could be done. Commissioner Townsend reported that tile repair would be conducted on Grigsby Ferry Road

Chairman Daly commented that the public's comments help the Commission with making decisions, and the Commission would see what could be done as to the asphalt plant. Chairman Daly also reminded everyone to seek DOT (Department of Transportation) regulations before installing mailboxes.

Adjourned at 10:04 a.m. until 9:00 a.m. on Tuesday, February 21, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.