

MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 18, 2017

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: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of December 4 & 13, 2017.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Ben Harrison to approve the following claims

12/01/17	Check # 46096 – 46119	\$118,789.85
12/08/17	Check # 46120 – 46173	\$208,351.58
12/12/17	Check # 46174	\$ 750.00
12/13/17	Check # 46175 – 46178	\$ 7,714.00
	TOTAL	<u>\$335,605.43</u>

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Ben Harrison, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following resolution authorizing, approving and directing the employment of certain law firms to represent the County in potential litigation against contributors of opioid addiction crisis.

A RESOLUTION OF LIMESTONE COUNTY, ALABAMA ("COUNTY") AUTHORIZING, APPROVING AND DIRECTING THE EMPLOYMENT OF CERTAIN LAW FIRMS TO REPRESENT COUNTY IN POTENTIAL LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS.

WHEREAS, the County is experiencing serious Opioid use as a result of the ready availability of the drug and its abuse; and,

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WHEREAS, the County desires to retain the Law Firms identified herein to advise and represent the County regarding litigation and the award of damages from the contributors of opioids within the County.

NOW, THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION, AS FOLLOWS:

Section 1. The County Commission, as the governing body of the County, hereby authorizes and approves the employment of the law firms identified in the Legal Services Agreement, attached hereto and incorporated herein as **Exhibit "A"** (herein referred to as the "Law Firms") to represent the County in potential litigation against contributors of the Opioid addiction crises.

Section 2. The County Commission hereby authorizes and approves, or confirms authorization and approval, of the Legal Services Agreement, substantially in the form attached hereto and incorporated herein by reference thereto as **Exhibit "A"**, and directs the Commission Chair to execute and enter into the Legal Services Agreement with the Law Firms, setting forth the scope of the work to be performed by the Law Firms, including litigation against contributors to the Opioid addiction crises within the County and the terms and conditions of the employment of the Law Firms. The Legal Services Agreement may be amended, after approval of this Resolution, without further action of the County Commission, with the approval of the Commission Chair, whose signature on the Legal Services Agreement shall be evidence of such approval.

Section 3. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Limestone County Commission, held on December 18, 2017.

ATTEST:



County Administrator

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Administrator of Limestone County; that the foregoing is a true and complete copy of a certain Resolution duly adopted by the Limestone County Commission, at a

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duly convened meeting properly held on December 18, 2017; that said Resolution appears as a matter of public record in the official records of the County Commission; that said meeting was duly held in accordance with all applicable requirements of Alabama law, including Alabama Code 3625A-1 to 1 1; that a quorum was present at said meeting; that said Resolution has not been amended, modified, revoked or repealed; and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this December 18, 2017.



County Administrator

Exhibit A

John Plunk Attorney, P.C.
P.O. Box 1043
Athens, Alabama 35612

Hodges Trial Lawyers, P.C. 320
Clinton Avenue East
Huntsville, Alabama 35801

ENGAGEMENT TO REPRESENT

RE: Limestone County, Alabama civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

Limestone County, Alabama (hereinafter "CLIENT") hereby retains the law firm of John Plunk Attorney, P .C., ("Firm") pursuant to the Alabama Rules of Professional Conduct and Alabama Code 12-17-184 (8), on a contingent fee basis, to pursue **all** civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing **Limestone County, Alabama** including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. Firm may retain the services of other attorneys and firms to pursue this matter. CLIENT consents to the participation of the firms listed on the attached Exhibit A (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to 1 1-43-12 of the Code of Alabama, the Alabama Ethics laws and the Alabama Rules of Professional Conduct.

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and

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expenses. CLIENT grants the Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

Attorneys agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the manufacturers and wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to the Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 30% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, the Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising

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from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Alabama Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the written closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the Alabama Rules of Professional Conduct; and (4) the total fee is reasonable.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the Alabama Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

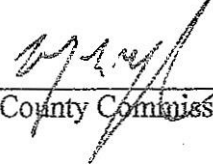
Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter.

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The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this 22nd day of November, 2017.

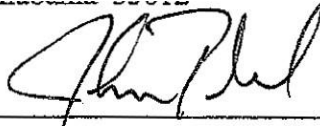
Limestone County, Alabama



County Commission Chair

Accepted:

John Plunk Attorney, P.C.
P.O. Box 1043
Athens, Alabama 35612

By  _____
John Plunk

11/22/17
Date

Exhibit "A"

John Plunk Attorney, P.C.
P.O. Box 1043
Athens, Alabama 35612
(256) 777-9174

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following Schindler Maintenance Agreement for the elevator at the Courthouse; \$2,220.00 annually.

Schindler Maintenance

SCHINDLER ELEVATOR CORPORATION
1530 Timberwolf Drive
Holland, OH 43528-9161
Phone: 419-491-5747
Fax: 419-867-5381

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Date: November 30, 2017

Estimate Number: HHUT-ATLLPL 2017.6.1)

To:

Building Name:

County Commission
310 W. Washington Street
Athens, AL 35611

Limestone County Courthouse

Attn: Pam Ball

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application	Description	Rise/Length Openings	Capacity	Speed	Install #
Limestone County Courthouse 200 Washington St Athens, AL 35611							
1	Schindler	Gearless Passenger	ELEV 01	3F/OR	3000	100	J2 723

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 1530 Timberwolf Drive, Holland, OH 435289161, and COUNTY COMMISSION, 310 W. Washington Street, Athens, AL 35611 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage e Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to-give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: timers, fuses. overloads, minor contacts. wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only). interlocks door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

We assume no responsibility for the following major components:

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TRACTION ELEVATORS

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches fuses and feeders to controllers; emergency cab lighting; fight fixtures and lamps; cover plates for signal fixtures and operating stations: card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels. balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment. are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency.</u>
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

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SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include the Schindler Cube or Schindler Remote Monitoring Schindler ActionBoard/Dashboard, and Schindler ActionBoard Mobile/Dashboard Mobile. These digital tools and their three subscription tiers are described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call unit profiles and more.

The three subscription tiers for Schindler Ahead are:

Connect — Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced — The Enhanced Package includes Connect, plus access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium (Coming 2017) — The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience.

CALLBACK RESPONSE TIME

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. We will provide callback service during regular working hours. We will respond to callbacks within 24 hours of notification. If you authorize services or callbacks outside the scope of this agreements you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

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HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on December 04, 2017, and continues until December 03, 2027, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$185.00 per month, payable in annual installments of \$2,220.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

The pricing above includes a subscription price of \$10 per unit, per month for your selected Schindler Ahead Package, totaling \$10.00. This will be payable in annual installments of \$120.00, exclusive of applicable taxes, unless another payment frequency is selected below.

This Agreement includes Schindler Connect. If you would like to choose a different tier. please indicate by checking below.

[] Upgrade to the Enhanced Package - \$10 per unit, per month addition.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

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Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

- Check
- Other

(2) Please select a Payment Frequency (Other than annual):

- Semi-Annual 1% Addition
- Quarterly 3% Addition
- Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference. Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

By: Hunter Hurt

By: _____

For: Schindler Elevator Corporation

For: County Commission

Title: Sales Representative

Title: _____

Date: November 30, 2017

Date: _____

Approved:

By: Jeremy Garrett

Title: Branch Manager

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this

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agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and I or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½ % per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Ahead feature ("SA") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SAI if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims,

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and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order. the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Yarbrough announced the following items would be removed from the agenda until financial responsibility for the matching funds could be determined.

- Agreement & Resolution between the State of Alabama, acting by and through the Alabama Department of Transportation and Limestone County to cooperate in the right-of-way acquisition for the approaches and bridge replacement on Old Highway 20. Project #ERPR-9010(955); Total \$50,000 with a county match of \$10,000.
- Agreement for Utility Relocation on an Emergency Repair on Old Highway 20 over Limestone Creek. Project # ERPR-9010(955); Total \$314,610 with a county match of \$62,922.

He stated the commission had previously received a letter from Governor Bentley stating no matching county funds would be required. The proposed agreements received from the Alabama Department of Transportation show the county responsible for a 20 percent match.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources, Wildlife and Freshwater Fisheries Division for the County to provide certain periodic maintenance to access points, roads, right-of-ways, other areas within the Wildlife Management Area as may be requested by the Division.

MEMORANDUM OF UNDERSTANDING

Between the

**Alabama Department of Conservation and Natural Resources, Wildlife and
Freshwater Fisheries Division**

And

Limestone County, Alabama

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This is a mutually established MEMORANDUM OF UNDERSTANDING ("MOU") between the Alabama Department of Conservation and Natural Resources, Wildlife and Freshwater Fisheries Division, hereinafter referred to as "the Division" and Limestone County, Alabama hereinafter referred to as "the County". The Division and the County are also individually referred to herein as "Party" and collectively as "Parties".

WITNESSETH

Whereas, the Division's mission includes management of certain state-owned and leased lands for the purposes of public recreation, habitat restoration, and habitat management.

Whereas, the TVA-leased Swan Creek Wildlife Management Area ("the WMA") is located within Limestone County and is managed by the Division for the aforementioned purposes and for the benefit of the public, including citizens of and visitors to Limestone County.

Whereas, the County is willing to provide certain periodic maintenance to access points, roads, right-of-ways, other areas within the WMA as may be requested by the Division.

Whereas, it is to the mutual benefit of the Division and the County to coordinate and cooperate in maintaining access to and within the WMA.

Now, therefore, in consideration of the above premises, the Parties hereto agree as follows:

I. The County Agrees to:

- A. Coordinate with the Division and provide periodic maintenance to access points, roads, right-of-ways, fire lanes and other areas of the WMA upon the request of the Division and as the schedule of the County permits.
- B. Utilize the County-owned, maintained and operated equipment in providing maintenance prescribed by the Division.
- C. Invoice the Division for the cost of maintenance services provided in compliance with the hourly rates established for such services in Exhibit A and to provide a written summary of the services provided with each invoice.

II. The Division agrees to:

- A. Coordinate with the County the dates, times, and types of maintenance services to be provided.

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- B. Upon the receipt of an invoice with supporting documentation, pay the County for maintenance services provided at hourly rates in compliance with Exhibit A which includes the use and operator of specified equipment.
- III. The total amount paid to the County during the term of this MOU shall not exceed \$50,000.
- IV. This MOU shall take effect from date of execution by the County and shall remain in effect for two years from the date of execution. This MOU may be extended or amended upon written agreement of both Parties. Either Party may terminate this MOU with a 30-day written notice to the other Party.
- V. By entering into this MOU, the County does not assume the legal responsibility to provide any maintenance services in the future and does not guarantee any type or amount of services will be provided at any particular date or time.
- VI. This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
- VII. The County agrees that none of its agents or employees who provide maintenance services at the WMA shall be entitled to any merit system benefits of the State of Alabama.
- VIII. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU, be enacted, then that conflicting provision in the MOU shall be deemed null and void. The County's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- IX. This MOU shall be interpreted, construed and governed by the laws of Alabama and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this MOU, the Parties agree that venue for any litigation shall be in Montgomery County, Alabama.

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- X. The County agrees to comply with all applicable state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status or disability.

- XI. By signing this contract, the County affirms, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if the County is found to be in violation of this provision, it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Parties have executed this MOU, effective as of the last date written below.

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Chuck Sykes, Director
Wildlife & Freshwater Fisheries Division

Christopher M. Blankenship
Commissioner

Date: _____

Date: _____

LIMESTONE COUNTY COMMISSION

By: _____
Mark Yarbrough, Chairman

Date: _____

Exhibit A

EQUIPMENT

OPERATING COST

OLVO 140 TRACK EXCAVATOR (3)	\$34.30 + OPERATOR *
KOMATSU PC200LC TRACK EXCAVATOR (1)	\$41.40 + OPERATOR *
JOHN DEERE 85 EXCAVATOR WITH BRUSH CUTTER	\$40.00 + OPERATOR *
MOTORGRADER (6)	\$38.15 + OPERATOR *

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D5G Caterpillar DOZER (1)	\$24.05 + OPERATOR *
MACK 20CY DUMP TRUCK (5)	\$57.40 + OPERATOR *
515 INTERNATIONAL WHEEL LOADER (4)	\$25.30 + OPERATOR *
F250 4WD CREWCAB (3)	\$25.05 + OPERATOR*
%OPERATORS \$10.16 - \$20.75 (AVG \$12.92)	

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded Steve Turner to approve the following Second Amendment to Carpenter Technology Project Agreement extending final jobs target date from January 1, 2018 to January 1, 2019.

SECOND AMENDMENT TO PROJECT AGREEMENT

This SECOND AMENDMENT TO PROJECT AGREEMENT (this "Amendment") is made by and among the STATE OF ALABAMA (the "State"), AIDT ("ADT"), LIMESTONE COUNTY, ALABAMA (the "County"), the CITY OF ATHENS, ALABAMA (by and through its utility operations referred to as "Athens Utilities") (the "City"), LIMESTONE COUNTY WATER AND SEWER AUTHORITY ("LCWSA"), LIMESTONE COUNTY ECONOMIC DEVELOPMENT ASSOCIATION, INC. ("LCEDA," and together with the State, AIDT, the County, the City, and LCWSA, the "Public Authorities"), and CARPENTER TECHNOLOGY CORPORATION (the "Company"), effective as of the date on which all of the Parties shall have signed this Amendment, including the Governor of the State of Alabama, who shall be the last signatory to sign. The State, AIDT, the County, the City, LCWSA, LCEDA, and the Company are each a "Party" to this Amendment and are collectively referred to herein as the "Parties." Capitalized terms not herein otherwise defined shall have the meanings ascribed to them in that certain Project Agreement by and among the Parties dated February 10, 2012, as amended by that certain First Amendment to Project Agreement effective as of July 18, 2016 (the "Agreement").

RECITALS:

WHEREAS, under the Agreement, the Public Authorities committed to provide certain incentives to the Company as inducements for the Company to construct and equip a new Facility and employ at least 200 new Full-Time Employees at the Facility by January 1, 2018; and

WHEREAS, the Company has achieved its Capital Commitment by spending approximately \$560 million as of November 1, 2017; and

WHEREAS, due to various economic and operational circumstances, the Company has been forced to operate the Facility at a limited capacity and has employed 181 Full-Time Employees at the Facility as of November 1, 2017; and

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WHEREAS, due to such circumstances, the Company will not employ at least 200 Full-Time Employees by the January 1, 2018 Final Jobs Target Date, but remains committed to Alabama, Limestone County, the City of Athens, and the surrounding community; and

WHEREAS, the Parties desire to enter into this Amendment to extend the Final Jobs Target Date under the Agreement from January 1, 2018 to January 1, 2019 as an inducement for the Company to continue increasing its employment at the Facility.

NOW, THEREFORE, in consideration of the respective agreements on the part of the Parties contained in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments. The Agreement shall be amended as follows:
 - (a) Section 1.3 of the Agreement regarding the Company's employment commitment shall be amended by deleting "January 1, 201 8" and inserting "January 1, 2019" in lieu thereof.
 - (b) Section 3.1 (a) of the Agreement regarding the Jobs Maintenance Period shall be amended by deleting "five (5)" and inserting „seven (7)" in lieu thereof.

2. Full Force and Effect. Except as expressly amended hereby, all other terms of the Agreement shall continue in full force and effect.

3. Captions. The titles and captions contained in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope or intent of this Amendment.

4. Controlling Law. This Amendment will be governed by and construed and enforced in accordance with the laws of the State of Alabama without giving effect to principles of conflict of laws.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound by the provisions herein set forth, have caused this Amendment to be signed and delivered by their duly authorized representatives.

STATE OF ALABAMA

By: _____
Kay Ivey, Governor

_____ Date

LIMESTONE COUNTY, ALABAMA

By: _____

_____ Date

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CITY OF ATHENS, ALABAMA

By: _____ Date _____

LIMESTONE COUNTY WATER & SEWER AUTHORITY

By: _____ Date _____

LIMESTONE COUNTY ECONOMIC DEVELOPMENT ASSOCIATION, INC.

By: _____ Date _____

CARPENTER TECHNOLOGY CORPORATION

By: _____ Date _____

The Chairman asked if there was any discussion. Commissioner Harrison referenced that the Commission had previously given an extension which extended the jobs target to January 1, 2018. He believes the final incentive payment should be used to pay a portion of the cost of an asphalt plant; which could be used to improve county roads. Chairman Mark Yarbrough commended Carpenter’s commitment to Limestone County. He said the company will be providing \$2.25 million to the schools by 2023 and more than \$1 million in property taxes when the 10-year abatement expires. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, nay. Motion carries.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
Solid Waste Pick-up	104-54150-550	Motor Vehicle	+\$41,775.00
	104-35910-000	Budgetary Fund Balance	-\$41,775.00
Mental Health	112-55250-231	R & M Building & Land	+\$ 4,700.00
	112-35910-000	Budgetary Fund Balance	-\$ 4,700.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

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MOTION was made by Steve Turner and seconded by Stanley Hill to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2634	Printing – Tag Mail Notices (License Commission)	IMS Enterprises	\$14,570.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve Family Medical Leave for Chris Shedd beginning December 22, 2017 and ending February 1, 2018.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to promote Steven Ferguson as Extradition Officer at the Sheriff’s Office.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Steve Turner to hire Jake Abernathy as a Deputy, pending drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to hire Casey Wood as Superintendent of County Buildings, pending drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Ben Harrison to transfer Mitzi Cooley to Administrative Tag Clerk in the License Commissioner’s Office.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
The Arbors Addition #7	Major	Preliminary	57	2	North side of Newby Road
The Breakers Townhomes Phase 1	Major	Final	36	2	East side of Newby Road

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve to amend Limestone County Commission Credit Card Usage Policy to include renewal of the County's domain.

Limestone County Commission Credit Card Usage Policy

The purpose of this policy is to enact a formal credit card usage policy that establishes the procedures for using any credit card issued on a County owned and/or held account, and to define the appropriate uses of the credit card.

Credit cards issued to any Limestone County official or employee may be used only for official County business and travel expenses related thereto. Officials and employees are expected to manage and use the cards wisely, and in accordance with this policy. It is the Commission's intent to comply with the Department of Examiners of Public Accounts minimum requirements relating to use and documentation of items charged on any such County issued credit card.

Failure to comply with this policy, or any other policies of the County regarding credit card usage, shall subject any such official and/or employee to being considered to have used the County's credit card without proper approval and/or authorization.

The County credit card can only be used for official travel outside of Limestone County, under absolutely no circumstances can the credit card be used to obtain cash advances or pay for expenses of a personal nature.

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1. Approved Uses of a County-issued Credit Card shall include:
 - a. Conference Registration
 - b. Hotel
 - c. Air Fare
 - d. .Gov Domain Renewal
2. Credit Card Issuance
 - a. Credit cards for the County are held by the Commission Office and checked out upon request of use.
 - b. To obtain a credit card the employee must complete a credit card request form and return it to the Commission at least 48 hours in advance of travel, unless otherwise approved by the County Administrator due to emergent circumstances or when the matter requiring use of the credit card does not reasonably allow a sufficient period of time in advance of travel.
3. Credit Card Loss
 - a. Lost credit cards should be reported immediately to the Commission Office.
4. Receipts
 - a. Credit Cards shall be returned to the Limestone County Commission upon return from County travel and no later than the following business day after County travel.
 - b. Original itemized receipts, along with the credit card receipts, should be attached to a completed expense report. The completed expense report must be signed by the employee, approved by the department head, and submitted to the County Accounts Payable office no later than the following business day after County travel.
 - c. Non-itemized receipts will NOT be reimbursed by Limestone County and will be the responsibility of the County official and/or employee.

Approved: November 7, 2016

Amended: December 18, 2017

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to remove the following vehicle from inventory:

Department	Item	Inventory #	Serial #
Maintenance	2007 Dodge Pickup	5028	1D7KS8D37J584782

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

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MOTION was made by Steve Turner and seconded by Jason Black to sell the following vehicles on GovDeals:

Department	Item	Inventory #	Vin. #
District 2	2001 Ford F-150	9200003	1FTRW07W61KB85595
District 2	2005 Dodge Ram	18912	3D6WR26D15G840209
Solid Waste/D 2	2006 Ford Econoline	9202000	1FBSS31L16HA52975

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Yarbrough asked for a motion to Suspend the Rules to consider granting January 2, 2018 as a county holiday. The motion failed when Commissioner Harrison voted nay. The Commission’s Rules of Procedures requires an affirmative vote of all members of the Commission present at the meeting.

Commissioner Hill reported his crew had completed the clean-up at the mental health complex. He referenced a headline from the News Courier and said that he was not at odds with Commissioner Harrison about his proposals for generating additional road funding.

Commissioner Black said, “Roads and bridges are important, but I don’t want to do anything in haste,” referencing the proposals made by Commissioner Harrison at the last work session for generating funding for county roads. He reported that his district is performing routine maintenance and patching.

Commissioner Harrison reported his crew had finished the culvert replacement project on Pope Road.

The Chairman and Commissioners wished everyone a Merry Christmas.

Recessed at 10:36 a.m. until 10:00 a.m. on Wednesday, December 27, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.