

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 7, 2022  
COMMISSION MEETING**

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, Jason Black, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Jason Black and seconded by Danny Barksdale to approve the minutes of February 22, 2022.

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

**MOTION** was made by Danny Barksdale and seconded by LaDon Townsend to approve the following claims

02/18/2022	Check #	0064553 - 0064610	\$	225,307.02
02/25/2022	Check #	0064611 - 0064658	\$	432,731.21
02/28/2022	Check #	0064659 - 0064698	\$	174,558.34
02/28/2022	Check #	0064699		VOID
02/28/2022	Check #	0064700		VOID
02/28/2022	Check #	0064701		VOID
03/01/2022	Check #	0064702		47.95
		TOTAL		<u>832,644.52</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. Danny Barksdale, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by LaDon Townsend and seconded by Danny Barksdale approve a resolution for Federal financial assistance through a Section 5310 grant from the Alabama Department of Transportation to provide transportation for the special needs of elderly and disabled individuals. This grant funding will be used to purchase a new van for kidney dialysis transportation.

**RESOLUTION**

**WHEREAS**, Federal financial assistance as authorized under Section 5310 of the Federal Transit Act Amendments of 1991, is available through the Alabama Department of Transportation to provide transportation services to meet the special needs of seniors and individuals with disabilities; and

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**WHEREAS**, the submission of an application for said financial assistance is deemed necessary to aid in addressing the transportation needs of seniors and individuals with disabilities residents of Limestone County; and

**WHEREAS**, any agreement for capital financial assistance with the State of Alabama, acting by and through its Alabama Department of Transportation, will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and

**WHEREAS**, it is the goal of the applicant to provide the best transit project that can be provided with the funds available.

**NOW, THEREFORE**, be it resolved by the Limestone County Commissioners of the Limestone County Commission as follows:

That the Chairman of the Limestone County Commission is authorized to execute, file a grant application, and enter into an agreement with the Alabama Department of Transportation for aid in the financing of a Section 5310 transportation assistance project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Typed Name: Collin Da

Typed Name: Ellen Morell

Title: Chairman, Limestone County Commission

Title: County Administrator

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 Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Jason Black to approve a resolution to participate in the joint bidding program for counties participating in IAC, a program of the ACCA.

**RESOLUTION AND AGREEMENT TO PARTICIPATE IN THE JOINT BIDDING PROGRAM FOR  
COUNTIES PARTICIPATING IN INVESTING IN ALABAMA COUNTIES, A PROGRAM OF THE  
ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA**

**WHEREAS**, Section 40-16-50(b), Code of Alabama 1975, authorizes two or more counties in the state to enter into agreements for the joint bidding and purchase of items required to be bid under Alabama's competitive bid law (§ 41-16-50 *et seq.*, Code of Alabama 1975); and

**WHEREAS**, the Association of County Commissions of Alabama (the "Association") has agreed to administer a joint bidding program pursuant to § 40-16-50(b) for counties participating in the Association's

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Investing in Alabama Counties ("IAC") program for the joint bidding of certain equipment, materials, and supplies required to be competitively bid under Alabama's competitive bid law (the "IAC joint bidding program" or "program"); and

**WHEREAS**, pursuant to § 41-16-50, each county participating in the IAC program that desires to participate in the IAC joint bidding program is required to adopt a similar resolution, signifying its desire to participate and its agreement to the terms and conditions of participation; and

**WHEREAS**, the Limestone County Commission (the "Commission") desires to join and participate in the IAC joint bidding program and understands and agrees to the procedures as set out below:

1) That the Association, a non-profit organization devoted to providing support and services to its membership of the counties in Alabama, shall provide administrative services to the program, and in this regard, shall:

- oversee the development of written specifications for each item to be bid,
- provide notice by mail or as otherwise authorized by Alabama's competitive bid law to respective bidders for each item to be jointly bid as required by law,
- open bids pursuant to bid specifications at its office at 2 North Jackson Street in Montgomery, Alabama, and
- provide other services as necessary excluding the awarding of the contracts.

2) That to participate in the program, the Commission shall forward to the Association the names and addresses of each person or company who has submitted a written request to be included in solicitations of bids for a particular item (its "vendor list"), and that following receipt of said vendor lists, the Association shall mail, or as otherwise authorized by Alabama's competitive bid law, appropriate bid specifications to each applicable person or company if that particular item is being bid, as provided in §41-16-54.

3) That in compliance with § 41-16-54, the Commission shall not be eligible to purchase an item under a contract awarded through the program unless it has provided the Association with its vendor list for that item, if such a list is held by the County.

4) That the Association will provide the Commission notice of each solicitation for bid and in compliance with § 41-16-54, the Commission shall post said notice on a bulletin board in the County's purchasing office.

5) That in compliance with § 41-16-54, the Commission agrees that it shall not be eligible to purchase an item under a contract awarded through the program unless it has posted such notice.

6) That following the opening of bids, a pre-designated county commission will serve as awarding authority for the IAC joint bidding program and shall determine the lowest responsible bidder and award any contract bid through the program at a regular meeting of the designated county commission as announced

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at the opening of bids.

7) That the Association shall not serve as the awarding authority for any item bid through the program.

8) That participation in the program is strictly voluntary, and that, subject to the conditions set out in paragraphs 2, 3,4, and 5, once a contract has been awarded for a particular item bid through the program, the Commission may purchase that item during the contract period under the terms of and at the price established under the contract, but shall not be required to purchase any particular item under the contract awarded through the program.

9) That if the Commission decides to purchase an item other than through the program, it must separately bid that item if such bidding is required by Alabama's competitive bid law.

10) That following the award of a contract under the program, purchases of items through the program by the Commission shall be made directly from the successful bidder by the County pursuant to its own purchasing policy, and that there shall be no joint purchasing agent representing the program or any counties participating in the program.

11) That the Commission shall remain a member of the program so long as it desires and agrees to participate in this joint bidding agreement under its terms and conditions, and that the Commission shall give at least thirty (30) days' notice in writing to the Association of its intent to terminate its participation in the program and the date on which its participation will terminate.

12) That following the termination of the Commission's participation in the program, the Commission shall be removed from the program and from any correspondence or advertisement regarding the program or any item to be bid under its terms and conditions.

13) That following its termination from the program, the Commission shall not be eligible to make purchases under the terms and at the cost of the contract award for a particular item, and will be required to bid each item on its own under the requirements of Alabama's competitive bid law.

14) That this resolution, once adopted by the Commission, shall serve as its agreement and contract with all other counties participating in the program for the joint bidding of certain items required to be bid under Alabama's competitive bid law.

15) That prior to soliciting any bids for items to be jointly bid under the program, the Association shall forward a list of all participating counties to the Office of Examiners of Public Accounts.

16) That for a county to purchase an item through the program, it must have joined the program by adopting this resolution prior to the solicitation of bids for that item, but that once the county has joined the program, it shall remain a member, and subject to the conditions set out in paragraphs 2, 3,4, and 5 above, shall be eligible for the purchase of all items thereafter bid under the program until and unless it terminates its participation as set out in paragraphs 11,12, and 13 above.

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**BE IT RESOLVED BY THE COMMISSION** that it agrees to all terms and conditions of the IAC joint bidding program as set out above, and desires to participate in said program.

**BE IT FURTHER RESOLVED** that it is the intent of the Commission by adoption of this resolution to enter into a joint bidding agreement with all other counties participating in the IAC joint bidding program.

**BE IT FURTHER RESOLVED** that a copy of this resolution be immediately forwarded to the Association with a request that the Limestone County Commission be included in the IAC joint bidding program for all items bid through the program until and unless notified of the County's desire to terminate its participation under the procedures set out in paragraphs 11, 12, and 13 above.

**IN WITNESS THEREOF**, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 7<sup>th</sup> day of March 2022.

\_\_\_\_\_  
Collin Daly, Chairman  
Limestone County Commission

ATTEST:

\_\_\_\_\_  
Ellen Morell, County Administrator

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

**MOTION** was made by Danny Barksdale and seconded by LaDon Townsend to approve a Franchise Agreement between Knology of Alabama, Inc. and the Limestone County Commission.

**FRANCHISE AGREEMENT**

**This Franchise Agreement** ("Agreement") is between Limestone County, Alabama, hereinafter referred to as the "Grantor" or "County" and Knology of Alabama, Inc., a Delaware Corporation, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

**1. Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98- 549, 47 U.S.C. §521 Supp., as it may be amended or superseded.

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- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
  - c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
  - d. “Gross Revenues” means any revenues, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide cable service in the unincorporated areas of Limestone County, Alabama, including, but not limited to, all Cable Service fees, franchise fees, late fees, installation fees, upgrade and downgrade fees converter rental fees and lockout device fees. The term Gross Revenue shall not include: (1) any taxes, or assessment of general applicability collected by the Grantor from Subscribers on behalf of a government agency, and (2) unrecovered bad debt. “Service Area” shall mean the geographic boundaries of the unincorporated areas of Limestone County, Alabama.
  - e. “Public Ways” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
  - f. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.
2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Public Ways and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law or County rules or regulations.
3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 13. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Grantor, the Grantor reserves the right to grant or deny renewal of the franchise.
4. **Use of the Streets and Dedicated Easements.**
- a. Grantee shall have the right to use the Public Ways of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable. Grantee shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System.
  - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. The Grantee shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), as may be amended from time to time,

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relating to notification prior to excavation near underground utilities.

- c. To the extent allowed by law, Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Public Ways of the Grantor and except for occasional incidental trimming done by Grantee employees in the course of performing their other duties, shall make good faith efforts to notify Grantor prior to engaging in any such activity.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Public Ways or sewer, electric facility, water main, fire alarm, police communication or traffic control.

**5. Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and any other generally applicable regulations or code adopted by the Grantor.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

**Service.**

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**Insurance/Indemnity.**

- a. Subject to minimum insurance required in greater amounts by law, the Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence
Combined Single Liability (C.S.L.)	\$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence
Umbrella Liability	\$1,000,000.00 per occurrence
C.S.L.	

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

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- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within fifteen (15) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Agreement. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such thirty (30) daytime period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least ten (10) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter and present evidence, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor under the applicable legal standard.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Public Ways of the Grantor or abandon the Cable System in place.

9. **Equal Protection.**

If any other provider of cable services or video services providing service similar to the Grantee enters into an agreement with the Grantor, the terms of such agreement, to the maximum extent possible, shall be no more favorable or less burdensome than terms of this Agreement agreed to by the Grantor, and, subject to applicable law, the Grantor shall not permit any provider of cable services or video services providing services similar to the Grantor from doing so without similarly securing a non-exclusive franchise to do so.

10. **Notices, Miscellaneous.**

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to a person at the address set forth below, or by U.S. certified mail, return



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receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:        Limestone County  
                  310 W. Washington Street  
                  Athens, Alabama 35611

Grantee:        Knology of Alabama, Inc.  
                  Legal Department \_\_\_\_\_  
                  7887 E. Belleview Ave., Suite 900  
                  Englewood, Colorado 80111  
                  Email: [Michael.healv@wowinc.com](mailto:Michael.healv@wowinc.com)

- b. All provisions of this Agreement shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any section of this Agreement shall be held invalid, the remaining provisions and their application shall not be affected thereby.

**11. Force Majeure.**

The Grantee shall not be held in default under, or in noncompliance with the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached.

**12. Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by check or electronic funds transfer to a bank account designated by Grantor.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than thirty (30) days after the end of each calendar quarter the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous two (2) year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

**13. Effective Date.**

The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. This Agreement shall expire as set forth in Section 3 of this Agreement.

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**14. Entire Agreement.**

This Agreement constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Agreement may be made without an appropriate written amendment signed by both parties.

IN WITNESS WHEREOF, the Grantor, by its Chairman of the Limestone County Commission, thereunto duly authorized by the Limestone County Commission, has caused the name of said Grantor to be hereunto signed and the seal of said Grantor to be hereunto affixed, and the Grantee, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year set forth below.

Considered and approved this 7<sup>th</sup> day of March 2022.

**Limestone County**

By: \_\_\_\_\_

Name/Title: Collin Daly, Chairman

Accepted this 7<sup>th</sup> day of March 2022, subject to federal, state, and local law

**Knology of Alabama, Inc.**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

ADOPTED this 7<sup>th</sup> day of March 2022.

APPROVED this 7<sup>th</sup> day of March 2022.

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 Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve an FY2021 Emergency Management Performance Grant Cooperative Agreement in the amount of \$42,266.00 (salary supplement) between the Alabama EMA and the Limestone County EMA.

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**ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)  
FY2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)  
COOPERATIVE AGREEMENT (CA)**

1. Subrecipient:	<b>Limestone County EMA</b>
2. Effective Dates:	<b>10/01/2020-09/30/2021</b>
3. Issuing Agency:	<b>Alabama Emergency Management Agency, 5898 County Road 41, P.O. Drawer 2160, Clanton, AL 35046-2160</b>
4. FAIN:	<b>EMA-2021 -EP-00021-S01</b>
5. CA Number(s):	<b>21EMF</b>
6. Local Allocation Amount:	<b>\$42,266.00</b>
7. CFDA #:	<b>97.042</b>
8. Federal Award Date:	<b>10/01/2020</b>
9. Federal Award Type:	<b>FY2021 EMPG</b>

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient's emergency management operation in a timely manner; (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit **all** claims relating to this grant by October 31, 2021; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

The AEMA Director or his/her designated agent may elect to withhold, or, with a ten (10) day notice, withdraw all or part of this funding from the subrecipient for: (1) non-compliance with any portion of the terms stated, referenced, or incorporated into this agreement; (2) failure to perform appropriately in an emergency situation; or, (3) allowing the position of local EMA Director to remain vacant for more than thirty (30) days without appointment of either a new Director or an Acting Director.

\_\_\_\_\_  
Local EMA Director (print name, sign, and initial each attached page) Date

Certification by County Authorizing Official:

I certify that I understand and agree to comply with the general and fiscal provisions of this agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Authorizing Official as they relate to the requirements of this agreement; that costs incurred prior to award of funds may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant other state or local funds budgeted for emergency management purposes.

\_\_\_\_\_  
Chief Elected Official (print name and sign) Date

\_\_\_\_\_  
Brain Hastings, Director AEMA Date

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**AGREEMENT ARTICLES  
Emergency Management Performance Grant (EMPG)**

Subrecipient acknowledges and agrees to the following policies (full texts are incorporated by reference into the terms of this award) which includes the 2021 DHS Standard Terms and Conditions, which apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions apply to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

<b>Federal and State Funding Regulations</b>		
Article 1	<b>OMB Guidance for Grants and Agreements</b> 2 CFR Part 200	<b><i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to non-Federal Entities</i></b> The principal set of rules and regulations issued by federal agencies regarding federal funding administration. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by USDHS at 2 CFR Part 3002.10.
Article 2	<b>Duplication of Benefits</b> 2 CFR Part 200, Subpart E The 2021 DHS Standard Terms and Conditions	<b><i>Duplication of Benefits</i></b> Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 3	<b>Judicial Administration of Federal Grants and Agreements</b> 28 CFR Chapter I	<b><i>Judicial Administration</i></b> Subrecipients are required to comply with the Department of Justice requirements for grants and cooperative agreements to state and local governments. Part 18 Administrative Review Procedure. Part 20 Criminal Justice Information Systems. Part 22 Confidentiality of Identifiable Research and Statistical Information. Part 23 Criminal Intelligence Systems Operating Policies. Part 63 Floodplain Management and Wetland Protection Procedures.
Article 4	<b>Universal Identifier and System of Award Management</b> 2 CFR Part 25, Appendix A	<b><i>System for Award Management</i></b> Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements.
Article 5	<b>Policies for Federal Credit Programs and Non-Tax Receivables</b> OMB Circular A-129	<b><i>Federal Debt Status</i></b> Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
Article 6	<b>Alabama Constitution of 1901, Article XI § 213</b>	<b><i>State of Alabama Debt</i></b> Prohibits any commitments by subrecipient from constituting a debt of the State of Alabama.

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Article 7	<b>Nonprocurement Debarment and Suspension</b> 2 CFR Part 3000, Subpart C 2 CFR Part 180	<b><i>Debarment/Suspension</i></b> Restricts federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. The debarment and suspension procedures are intended to prevent waste, fraud, and abuse in procurement and non-procurement actions. Debarment and suspension of an organization or individual excludes that organization or individual from doing business with the Federal Government or those funded by it.
Article 8	<b>Hatch Act</b> 5 USC 1501, et seq.	<b><i>Partisan Political Activity</i></b> None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise violate the provisions of the "Hatch Act."
Article 9	<b>Byrd Anti-Lobbying Amendment</b> 31 USC§ 1352	<b><i>Lobbying</i></b> None of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 10	<b>Alabama Act 2016-312</b>	<b><i>Boycotting</i></b> Prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).
Article 11	<b>Reporting Subawards and Executive Compensation</b> 2 CFR Part 170, Appendix A	<b><i>Reporting Subawards and Executive Compensation</i></b> Subrecipients are required to comply with the requirements set forth on Reporting Subawards and Executive Compensation. Requires the full disclosure to the public of all entities or organizations receiving federal funds.
Article 12	<b>Acknowledgement of Federal Funding from DHS</b> The 2021 DHS Standard Terms and Conditions	<b><i>Funding Acknowledgement</i></b> Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 13	<b>DHS Specific Acknowledgements and Assurances</b> The 2021 DHS Standard Terms and Conditions	<b><i>Access to Records</i></b> All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
Article 14	<b>Disaster Recovery Act of 2018</b>	<b><i>Audits/internal Reviews</i></b> Subrecipient acknowledges and agrees that no language in this agreement is intended to prohibit audits or internal reviews by AEMA, the FEMA Administrator, or the Comptroller General of the United States.

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Article 15	<b>False Claims Act and Program Fraud Civil Remedies</b> 31 USC § 3729-3733 <b>Administrative Remedies for False Claims and Statements</b> 31 USC Chap 38 § 3801-3812	<b>False/Fraudulent Claims</b> Prohibits the submission of false or fraudulent claims for payment to the federal government. Subrecipient is liable for making false claims and/or statements and subject to the remedies under this law.
Article 16	<b>Non-Supplanting Requirement</b> The 2021 DHS Standard Terms and Conditions	<b>Supplanting</b> Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 17	<b>Best Practices for Collection and Use of Personally Identifiable Information</b> The 2021 DHS Standard Terms and Conditions	<b>Personally, Identifiable Information</b> Subrecipients who collect personally identifiable information (Pit) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the Poll they collect.
Article 18	<b>Copyright</b> 17 USC §401 or 402	<b>Copyright</b> Subrecipients must affix the applicable copyright notices and an acknowledgement of US Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 19	<b>Bayh-Dole Act</b> 35 USC § 200 et seq. 37 CFR Part 401 37 CFR§ 401.14	<b>Patents and Intellectual Property Rights</b> Subrecipients are subject unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards.
Article 20	<b>Use of DHS Seal, Logo, and Flags</b> The 2021 DHS Standard Terms and Conditions	<b>Logo Use</b> Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 21	<b>Closed-Captioning of Public Service Announcements</b> 47 USC 611	<b>Closed Captioning</b> Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
<b>Personnel/Workplace Requirements</b>		
Article 22	<b>Federal Drug-Free Workplace Act of 1988</b> Public Law 100-690 41 USC § 8101-8106 2 CFR Part 3001 Subpart B 2 CFR Part 182 §5152-5158	<b>Drug Free Workplace</b> Subrecipients must comply with drug free workplace requirements.
Article 23	<b>Davis-Bacon Act</b> 40 USC 3141-3144 and 3146-3148 29 CFR Part 5	<b>Fair Wages</b> Requirement for paying the local prevailing wages on public works projects for laborers and mechanics. Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works.

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Article 24	<b>Copeland Anti-Kickback Act</b> 18 USC § 874 40 USC § 3145 29 CFR Part 3	<b>Fair Wages</b> Gives workers on covered federal contracts the right to receive the full pay to which they are entitled for the work they perform. Protects workers on covered contracts from payroll deductions that are not explicitly permitted under DOL's regulations or otherwise approved by DOL.
Article 25	<b>Contract Work Hours and Safety Standards Act</b> 29 CFR Part 5.5(b)	<b>Work Hours and Safety Standards</b> Federal law that covers hours and safety standards in construction contracts. Applies to federal service contracts and federal and federally assisted construction contracts worth over \$100,000 and requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. Also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.
Article 26	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Executive Order 13513	<b>Text Messaging</b> Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives described in Section 3(a) when on official government business or when performing any work for or on behalf of the federal government.
Article 27	<b>Whistleblower Protection Enhancement Act</b> Public Law 112-199 10 USC §2324 10 USC §2409 41 USC §4304 and 4310 41 USC §4712	<b>Whistleblower Protection</b> Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable). Retaliatory personnel action against any employee or applicant because of disclosure of information by that employee or applicant is prohibited.
Article 28	<b>Civil Rights Act of 1964, Title VI</b>	<b>Discrimination: Civil Rights</b> No person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. <b>Discrimination: Limited English Proficiency</b> Prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
Article 29	<b>Civil Rights Act of 1968</b> Public Law 90-284	<b>Discrimination: Civil Rights</b> Prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex.
Article 30	<b>Age Discrimination Act of 1975</b> Public Law 94-135	<b>Discrimination: Age</b> Prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 31	<b>Education Amendments of 1972, Equal Opportunity in Education Act, Title IX</b> Public Law 92-318	<b>Discrimination: Sex/Gender</b> Provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

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Article 32	<b>Americans with Disabilities Act of 1990, as amended (ADA), Titles I, II, and III,</b> Public Law No. 101-336	<b>Discrimination: Disability</b> Prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 33	<b>Section 504, Rehabilitation Act of 1973 (Handicapped)</b> Public Law 93-112	<b>Discrimination: Handicapped</b> No otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 34	<b>Equal Employment Opportunity</b> Executive Order 11246	<b>Discrimination: Equal Employment</b> Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin during employment
Article 35	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b> 6 CFR Part 19	<b>Discrimination: Faith-Based Organizations</b> Ensures the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
<b>Procurement/Inventory Requirements</b>		
Article 36	<b>Appropriations Act</b> Public Law 103-333 § 507	<b>Procurement: American Products</b> To the extent practicable, all equipment and products purchased with federal funds should be American made.
Article 37	<b>John S. McCain National Defense Authorization Act for Fiscal Year 2019</b> Public Law 115-232 § 889(b) FEMA Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services 2 CFR 200.216	<b>Procurement: Prohibited Products</b> Prohibits the procurement of telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
Article 38	<b>Solid Waste Disposal Act 2007 CPG-The EPA Comprehensive Procurement Guideline Program</b> Public Law 89-272 § 6002 Resource Conservation and Recovery Act Public Law 94-580 40 CFR Part 247	<b>Procurement: Recovered and Recycled Materials</b> The Resource Conservation and Recovery Act requires procuring agencies to buy recycled-content products designated by EPA in the CPG. Requirements include procuring items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The government's "buy recycled" program seeks to stimulate the demand for products made with recovered materials. Preference is for purchasing recycled materials where practicable. <b>Materials Use/Environmental Impact</b> The Act encourages the use of materials recovered through recycling, and thereby help to reduce the amount of waste that must be disposed of and associated environmental impacts.



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Article 39	<b>Disposition of Equipment Acquired Under the Federal Award</b> 2 CFR 200.313	<b>Equipment/inventory</b> When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment.
Article 40	<b>SAFECOM Guidance for Emergency Communications Grants</b>	<b>Communications</b> Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
<b>Environmental impact/Safety Requirements</b>		
Article 41	<b>Energy Policy and Conservation Act</b> Public Law 94-163	<b>Energy Efficiency</b> Subrecipients must comply with the requirements of this Act, which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 42	<b>National Environmental Policy Act of 1969 (NEPA)</b> Public Law 91-190	<b>Environmental</b> Requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 43	<b>Clean Air Act</b> 42 USC chapter 85	<b>Air Quality Standards</b> A comprehensive federal law that regulates air emissions from stationary and mobile sources. Establishes air quality standards to protect public health and public welfare and to regulate emissions of hazardous air pollutants.
Article 44	<b>Federal Water Pollution Control Act</b> Public Law 92-500	<b>Water Pollution Control</b> Provides for water pollution control activities, regulates discharges of pollutants into the waters of the United States, and regulates quality standards for surface waters.
Article 45	<b>Hotel and Motel Fire Safety Act of 1990</b> Public Law 101-391	<b>Fire Prevention</b> Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines.
Article 46	<b>USA PATRIOT Act of 2001</b> Public Law 107-56	<b>Terrorism</b> Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. Section 817 expands the biological weapons statute.
Article 47	<b>Terrorist Financing</b> Executive Order 13224	<b>Terrorist Financing</b> Prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance.

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Article 48	<b>Trafficking Victims Protection Act of 2000 (TVPA)</b> Public Law 106-386 21 USC 7104	<b>Human Trafficking</b> Subrecipients must comply with the requirements of the government-wide financial assistance award term that prohibits human trafficking and requires reporting of human trafficking.
Article 49	<b>Fly America Act of 1974</b> Public Law 93-623	<b>Air Travel</b> Subrecipients must comply with preference for US Flag Air Carriers (air carriers holding certificates under 49 USC section 41102) for international air transportation of people and property to the extent that such service is available.
Article 50	<b>Activities Conducted Abroad</b> The 2021 DHS Standard Terms and Conditions	<b>Activities Conducted Abroad</b> Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
<b>Program Guidance</b>		
Article 51	<b>FEMA Notice of Funding Opportunity (NOFO) Requirements and AEMA EMPG Program Guidance</b>	<b>Programmatic Guidance</b> Subrecipients must comply with all applicable requirements set forth in the FEMA NOFO and AEMA EMPG Program Guidance, which are incorporated here by reference in these award terms and conditions.

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

**MOTION** was made by Daryl Sammet and seconded by Jason Black to approve an agreement between Athens Main Street and the Limestone County Commission to operate an Athens Tuesday Market at the Limestone County Farmer’s Market.



# Athens Saturday Market

**Athens Saturday Market Proposal to Manage Weekly Farmers Market**

Chairman Daly:

Thank you for the confidence you have placed in Athens Main Street by asking us to consider managing the weekly farmer’s market. We are excited about the possibility of growing our weekly market to a level that would attract increasing numbers of patrons in our community to support our producers and makers. Please see below for our thoughts on the operation and funding of the Athens Tuesday Market. We would suggest a one-season trial of this model. After the Fall Market in 2022, we could meet and discuss our first season partnership and any changes that would need to be made.

Athens Tuesday Market Proposal:

Every Tuesday May-September (One Fall Market in October)  
7:00 am - Noon

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Booth Cost to Vendors: \$7 per day

Athens Tuesday Market (ATM) will follow the same concept as Athens Saturday Market. It will be operated as an Alabama Certified Farmers Market, including prepared food vendors and artisans. Our Market Manager will actively recruit producers and makers, schedule booth assignments in advance, provide weekly market offerings to Market Promotion Manager. Newsletters will be sent to our 900 subscribers each Monday for the next day market. Athens Main Street requests to keep the \$7 booth fee. We also request the sole use of the market office and ability to bring in shelves and other supplies as needed. Lastly, we request (subject to Limestone County Commission approval) the capability to install market signage.

It is our understanding Fridays will be open to the public for flea market sales. Athens Main Street will not be responsible for the Friday flea market days.

Athens Main Street is requesting \$8,000 yearly from the Limestone County Commission, in addition to \$7 vendor booth fees for managing the Athens Tuesday Market. See below for breakdown.

\$3,000	Market Manager - Paid \$110 per Tuesday for 23 weeks (grossed up)
\$2,000	Social media, marketing, newsletters created and sent to subscribers weekly
\$3,000	Special theme days, musicians, signage, etc.

Tere Richardson

Executive

Director

Athens

Main Street

256.232.90

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[tererichardson@athensmainstreet.org](mailto:tererichardson@athensmainstreet.org)

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

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve a Customer Service Agreement between Unifirst Corporation and the Limestone County Commission.

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NEW ACCOUNT 0 EXISTING ACCOUNT D

## CUSTOMER SERVICE AGREEMENT

INSTALLATION DATE

COMPANY NAME (Customer) Limestone County Commission (Master Agreement)

LOC. NO. 109 MM/DD/YYYY

ROUTE NO. \_\_\_\_\_

ADDRESS 310 Washington St

DATE 3-2-2020

Athens, Al. 35011

SIC/NAICS 8299

PHONE 256-233-6400

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. UniFirst(") the rental service(s) at the prices and upon the conditions outlined:

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD- <sup>1</sup> NON- STANDARD*	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE <sup>2</sup>
MM POLYESTER POLO POCKETLESS		WEEKLY			SO. 14	N		
04MF SNAG PROOF POLO		WEEKLY			\$0.20	N		
0111 PARK STREET OXFORD		WEEKLY			\$0.20	N		
0820 BUTTON DOWN POPLIN SHIRT		WEEKLY			SO.24	N		
15ML CORE SOFT SHELL JACKET		WEEKLY			SO.45	S		
10AI CARGO PANT		WEEKLY			\$0.28	S		
ULI6 4x6 LOGO MAT (HORIZONTAL)		WEEKLY			\$3.12	N		
76GA 3x5 DUST MAT		WEEKLY			\$1.20	S		
76GB 4x6 DUST MAT		WEEKLY			\$1.92	S		
76GC 3x10 RUNNER		WEEKLY			\$2.40	S		
5388 3x5 SCRAPER MAT		WEEKLY			\$1.20	S		
5389 4x6 SCRAPER MAT		WEEKLY			\$1.92	S		
8324 24" DUST MOP		WEEKLY			\$0.36	S		
8336 36" DUST MOP		WEEKLY			SO. 54	S		
Minimum weekly charge appl-es, equal to 75% of the initial weekly install value.								

GARMENT PREPARATION PER PIECE	\$0.75	NON-STOCK SIZES PER PIECE	20% UP CHARGE
NAME EMBLEM PER PIECE	\$2.50	SPECIAL CUTS PER PIECE	25% UP CHARGE
COMPANY EMBLEM PER PIECE	\$3.50	RESTOCK/EXCHANGE PER PIECE	\$1.25
DIRECT EMBROIDERY: WEARER NAME PER PIECE	\$3.50	AUTOMATIC WIPER REPLACEMENT	2%@\$0.26
COMPANY NAME PER PIECE	\$3.55 UP TO 4,999	AUTOMATIC LINEN REPLACEMENT	
GMP	\$0.05	DEFE (SEE DESCRIPTION ON REVERSE SIDE)	\$3.50
OGE	\$0.04		

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1/4% per month (18% per year) for any amount in arrears may be applied.<sup>4</sup> The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Briley Cannon 3-2-2022 ACCEPTED: \_\_\_\_\_  
SALES REP (Print Name) DATES CUSTOMER (Print Name) ELATE

ACCEPTED LOCATION MANAGER \_\_\_\_\_  
LOCATION/ (Print Name and Title) DATE CUSTOMER ( Print Name and Title) EMAIL

Tyler Farley / Location Manager



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### CUSTOMER SERVICE AGREEMENT TERMS

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered. **PERFORMANCE GUARANTEE.** UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges. Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement. **TERM AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months with the enablement to opt out after 36 months and the option to renew an additional 24 months after installation of Merchandise (for new customers) or any renewal date. There will be No Automatic Renewal. **PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices. If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement. **DEFE CHARGE.** Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including: D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees. E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance. F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers. E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges. **MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as

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expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise. Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur. Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of enough candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity. Healthcare/Food- Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging\* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (\* Poly-bag services incur additional charges.) If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect. Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect. **OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein. This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30

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days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. **MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst. ACCEPTED. Customer

Signature \_\_\_\_\_ Date \_\_\_\_\_ (I have read and agree to all the above Terms.)

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

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve the following budget revisions:

<b>Department</b>	<b>Account Number</b>	<b>Title of Line Item</b>	<b>Amount</b>
Parks and Recreation	001-57200-199	Misc. Services Provided by Others	+ \$ 11,000.00
	001-57200-231	R & M Building & Land	+ \$ 2,500.00
	001-35910	Budgetary Fund Balance	- \$ 13,500.00
Engineering	112-53600-560	Construction Equipment	+ \$ 64,000.00
	112-35910	Budgetary Fund Balance	- \$ 64,000.00



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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 Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Danny Barksdale to appoint Larry Hall to the Pryor Field Airport Authority.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, 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 the following:

- Approve to hire James Kevin Fulkerson as Facilities Technician.
- Approve to hire Tami Teaven as Corrections Officer, effective March 7, 2022.
- Approve to hire Joshua Odom as Corrections Officer, effective March 7, 2022.
- Approve to hire Morgan Whitt as the Administrative Assistant/Case Manager in Community Corrections, pending drug screening.
- Approve to hire Spencer Wimborough as Equipment Operator I in District 2, pending drug screening.
- Approve to promote Joshua Carter from Equipment Operator I to Equipment Operator II in the Engineering Department.
- Approve to hire Matthew Sanders as Equipment Operator I in District 3, pending drug screening.
- Approve to hire Wesley Weigart as Equipment Operator I in District 3, pending drug screening.

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 Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve the following:

- Approve job description for Temporary Laborer position.

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**LIMESTONE COUNTY**



Job Title: **Temporary Laborer**  
Department: **Paving – Road Maintenance**  
Grade: **4**

**JOB SUMMARY**

This position is responsible for operating light equipment and provides manual labor for the completion of projects. Employee receives specific detailed instructions from supervisor. Work is performed under established procedures with frequent inspections during progress with final inspection of completed work. Employee performs routine maintenance inspections on assigned equipment, notifies foreman of equipment failures, and may assist with repairs. Employee also performs other routine manual labor as assigned. This is an entry level position.

**MAJOR DUTIES**

- **Equipment Operation:**
  - Receives daily tasks and assignments from supervisor.
  - Completes assignments as required.
  - Follows plans and instructions regarding projects.
  
- **Equipment Maintenance:**
  - Performs daily and monthly safety and maintenance vehicle inspections on assigned equipment.
  - Performs preventative maintenance on equipment; checks tires, oil, fluid levels, and lights.
  - Monitors gauges and other indicators during equipment operation for non-standard conditions.
  - Ensures assigned equipment is fueled.

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- Reports equipment maintenance status to Supervisor.
- Assists crew leader or other repairmen with various mechanical repairs.
- **Manual Labor/Miscellaneous:**
  - Performs flagman duties, as needed, while on road maintenance jobs.
  - Shovels asphalt, rocks, dirt, and other materials during road repairs.
  - Performs sign placement during road maintenance work.
  - Patches holes in roads.
  - Assists road crew as needed.
  - Maintains timecard.
  - Performs other duties as assigned.

**KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of county rules, regulations, policies, and procedures.
- Knowledge of county road and bridge systems.
- Knowledge of safety rules including accident causation and prevention.
- Knowledge of traffic regulations.
- Knowledge of practices applied in the use of heavy equipment for various maintenance and construction operations.
- Reading skills to comprehend operator manuals, directives, procedures, and instructions.
- Verbal skills to communicate effectively with supervisor and co-workers.
- Listening skills to follow verbal instructions and counsel with crew members.
- Writing skills to clearly and neatly complete routine forms and records.
- Math skills to perform basic calculations (add, subtract, multiply, and divide).
- Hand/eye coordination skills to operate machinery and make fine adjustments.
- Ability to use measuring instruments and read equipment gauges.

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- Ability to drive and safely operate equipment.
- Ability to read maps.
- Ability to work well with co-workers.
- Ability to work under extreme weather conditions.
- Ability to move/lift objects greater than 50 lbs.
- Ability to wear and utilize safety equipment, as required.

### **SUPERVISORY CONTROLS**

The County Engineer or Paving Superintendent assigns specific work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### **GUIDELINES**

Guidelines include traffic laws, work safety policies, ALDOT regulations, and county policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

### **COMPLEXITY/SCOPE OF WORK**

- The work consists of related equipment operation duties. Inclement weather and heavy traffic contribute to the complexity of the position.
- The purpose of this position is to operate equipment in the maintenance and repair of county roads and related infrastructure. Successful performance contributes to the provision of the safe and well-maintained county roadways.

### **CONTACTS**

- Contacts are typically with coworkers, other county employees, contractors, vendors, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

### **PHYSICAL DEMANDS/WORK ENVIRONMENT**

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- The work is typically performed while intermittently sitting, standing, bending, crouching, or stooping. The employee frequently lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizing the sense of smell.
- The work is typically performed outdoors, occasionally in cold or inclement weather. The employee is exposed to dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

None.

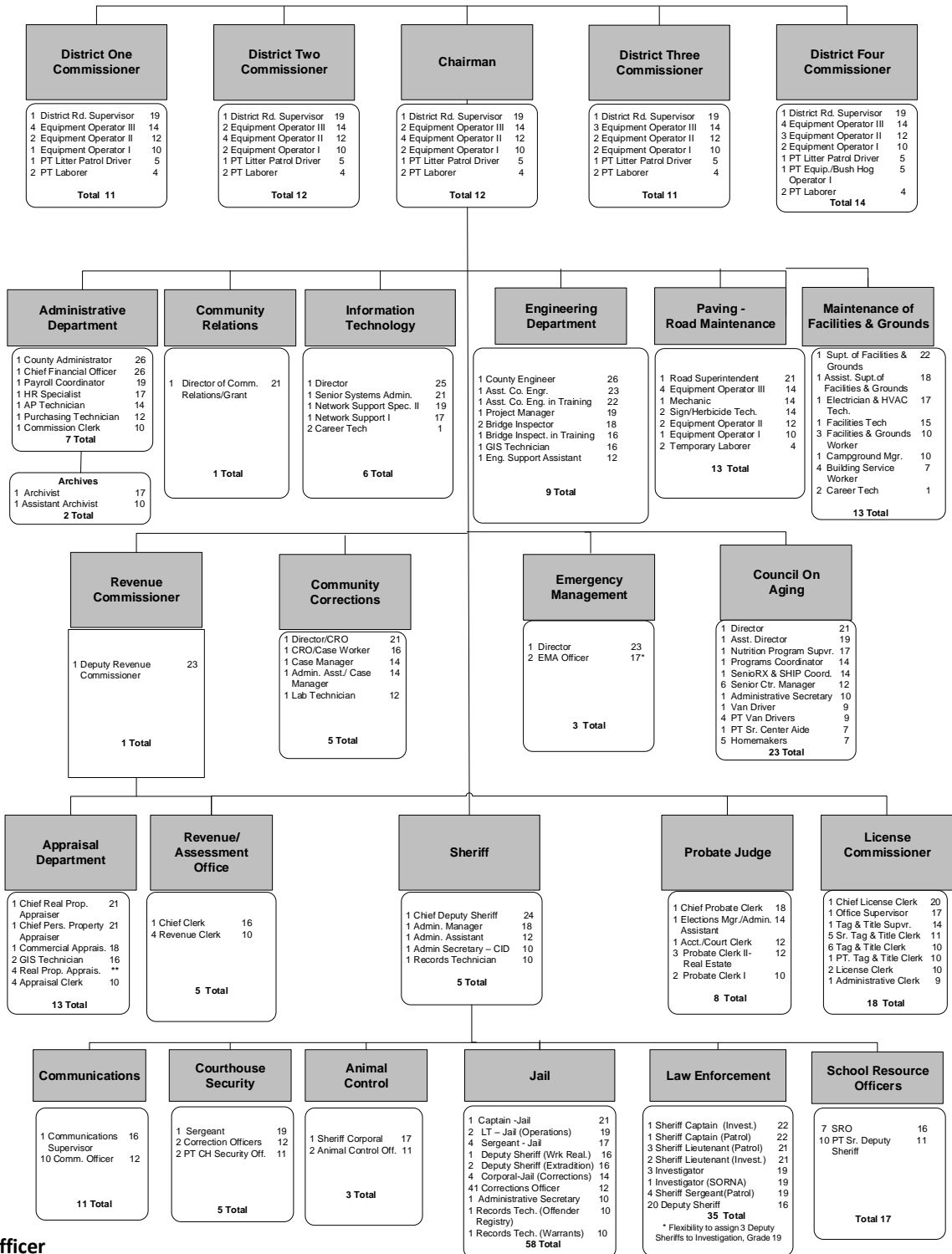
**MINIMUM QUALIFICATIONS**

- Possession of a high school diploma or GED.
  - Some work experience operating basic machinery and equipment preferred.
  - Possession of a current and valid driver's license issued by the State of Alabama.
  - Ability to work overtime, weekends, or emergencies as needed.
  - Ability to be on-call.
- Amend the staffing plan under "Paving - Road Maintenance" to reflect one (1) Equipment Operator I and adding two (2) Temporary Laborer positions

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## COMMISSION MEETING

### LIMESTONE COUNTY COMMISSION STAFFING PLAN March 7, 2022



**\*EMA Officer**

10 years' experience & required certifications: 19

**\*\*Real Property Appraiser**

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

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

**MOTION** was made by LaDon Townsend and seconded by Jason Black 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
Krystal Hines	Real Property Appraiser	3/4/2022

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

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Gray Farm Subdivision - replat Tracts 3 - 6	Minor	Preliminary & Final	2	1	North side of Liberty Way approx. 2 miles east of the AL Hwy 251 & Thach Rd intersection
Jerry & Sylvia Bolden Minor Subdivision	Minor	Preliminary & Final	3	2	East side of Meadows Rd approx. 1/10 mile north of Ed Ray Rd intersection
The Billy Gene & Linda Gail Posey Farm -replat of Tract 5	Minor	Preliminary & Final	2	1	¼ mile north of Thach Rd intersection west side of Mooresville Rd
Red Hill Road Subdivision	Minor	Preliminary & Final	12	4	East side of Red Hill Road approx. ¼ mile north of Hwy 72

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 Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by LaDon Townsend approve to update maintenance schedule for the kidney dialysis van.

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**MAINTENANCE SCHEDULE**

**Maintenance is an investment that will pay dividends in the form of improved reliability, durability and resale value. To keep our vehicle(s) in optimal running condition, the Limestone County Commission hereby establishes the following as its written plan/schedule for the vehicle type(s) indicated below.**

By: Collin Daly, Chairman  
Typed/Printed name and title of Agency Representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**5,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**10,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**15,000 Mile Service Schedule**

- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect cooling system and hoses
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**20,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise
- Perform multi-point inspection
  
- Change engine oil and replace oil filter (See Owner's manual for time-based oil



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change intervals).

**25,000 Mile Service Schedule**

- Rotate and inspect tires; check wheel end play and turning noise

**30,000 Mile Service Schedule**

- Replace fuel filter
- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect complete exhaust system and heat shields
- Inspect cooling system and hoses
- Replace engine air filter
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**35,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**40,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**45,000 Mile Service Schedule**

- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect cooling system and hoses
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

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**50,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**55,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**60,000 Mile Service Schedule**

- Inspect 4x2 front wheel bearings; replace grease and grease seals, and adjust bearings
- Replace fuel filter
- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect complete exhaust system and heat shields
- Inspect cooling system and hoses
- Replace engine air filter
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**65,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**70,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**75,000 Mile Service Schedule**

- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension

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- joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect cooling system and hoses
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**80,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**85,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**90,000 Mile Service Schedule**

- Replace fuel filter
- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect complete exhaust system and heat shields
- Inspect cooling system and hoses
- Replace engine air filter
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**95,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**100,000 Mile Service Schedule**

- Change Premium Gold engine coolant
- Replace platinum-tipped spark plugs
- Perform multi-point inspection

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- Inspect accessory drive belt(s)
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**105,000 Mile Service Schedule**

- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect cooling system and hoses
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**110,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**115,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**120,000 Mile Service Schedule**

- Inspect 4x2 front wheel bearings; replace grease and grease seals, and adjust bearings
- Replace PCV valve
- Replace fuel filter
- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect complete exhaust system and heat shields
- Inspect cooling system and hoses
- Replace engine air filter
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

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**125,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**130,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**135,000 Mile Service Schedule**

- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect cooling system and hoses
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**140,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**145,000 Mile Service Schedule**

- Perform multi-point inspection
- Change engine oil and replace oil filter (See Owner's manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

**150,000 Mile Service Schedule**

- Change Premium Gold engine coolant
- Replace rear axle lubricant
- Replace accessory drive belts (if not replaced within last 100,000 miles)
- Replace front 4x2 wheel bearings and grease seals, lubricate and adjust bearings
- Change rear axle fluid (vehicles equipped with Dana axles)
- Replace fuel filter

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- Inspect automatic transmission fluid level (if equipped with under hood dipstick)
- Change automatic transmission/transaxle fluid and filter
- Perform multi-point inspection
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system
- Inspect complete exhaust system and heat shields
- Inspect cooling system and hoses
- Replace engine air filter
- Change engine oil and replace oil filter (See Owner’s manual for time-based oil change intervals)
- Rotate and inspect tires; check wheel end play and turning noise

The Chairman asked if there was any discussion. Commissioner Black asked if the maintenance of the kidney dialysis van could be performed by the County’s mechanic. Chairman Daly reported that due to the joint ownership of the van and the grant funding same, the maintenance had to be maintained and reported. The Administrator called the roll. Jason Black, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

**MOTION** was by LaDon Townsend and seconded by Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
District 4	2011 Ford	9400402	1FTZW2BT4BEB32636

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 Jason Black, aye. Motion carries unanimously.

Commissioner Sammet gave an update on Thach Road bridge, State Line Road, Sandlin Road and McKee Road.

Commissioner Townsend reported that they were working on filling potholes and commented that the new striping truck was going to be a big help to Limestone County’s roads.

Chairman Daly commented that it was a privilege to be able to read at his alma mater for “Read Across American Week”. The Chairman also expressed his appreciation to all county employees in recognition of “Employee Appreciation Day”. Finally, the Chairman stated, “The senior programs are a passion of mine, and we are going to work through getting this all figured out, and I want to thank everybody for their involvement.”

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Adjourned at 10:16 a.m. until 9:00 a.m. on Monday, March 21, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.