

**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 16, 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, and LaDon Townsend. Absent: Jason Black. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of May 2, 2022.

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

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

4/29/2022	Check # 0065260 – 0065349	\$ 1,737,454.71
5/06/2022	Check # 0065350 – 0065419	\$ 805,608.25
5/10/2022	Check # 0065420	\$ 22,110.00
5/13/2022	Check # 0065421 - 0065496	<u>\$ 687,111.70</u>
	TOTAL	\$ 3,252,284.66

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; and Daryl Sammet, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve an agreement between IVM Solutions and Limestone County for vegetation control services for roadside rights of way.



AGREEMENT FOR PROFESSIONAL SERVICES

This agreement entered into this _____ day of ~~February~~ May 2022 between Limestone County, Alabama, hereinafter referred to as the "County" and IVM Solutions LLC, 95 Lee Rd 46,

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Suite J, Auburn, AL 36830, hereinafter referred to as the "Professional".

Whereas, the County wishes to retain the Professional to provide vegetation control services for roadside rights of way, and the Professional wishes to provide the same in accordance with the terms and conditions of this agreement.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

The Agreement consists of this written agreement. The Professional shall perform the following services in accordance with this agreement.

SCOPE OF SERVICES

The scope of services is to provide professional services to the County as outlined below:

- Provide timed application and chemical mixes to achieve desired outcome
- Provide all equipment and personal to apply herbicide to desired ROWs
- Provide quality assurance by evaluating each application
- Identifying all unwanted vegetation before each application thereby designing a program to eliminate those species
- After each evaluation Professional will provide herbicide recommendations based off of previous years application practices, weeds present at time of application, and desired outcome in each area.
- County shall purchase herbicide from county or state bid and have said herbicide available for Professional before beginning application
- Professional will provide County will daily application reports to ensure proper inventory.
- Professional will maintain a daily inventory and return any and all unused herbicide upon completion of each application.

PROJECT PERIOD & SCHEDULE

The Scope of Services shall be provided for a period of approximately 12 months, beginning the date this contract is executed until 365 days later. Contract will auto renew at the end of the term until contract is terminated by either County or Professional

The following schedule is meant to be a guideline for herbicide application timing. Actual dates of application will be based off of onsite evaluation conducted by the Professional and Counties desired outcome.

Application #1 - February/March

Application #2 - May/June

Application #3 - July/September

- A. All areas defined in Scope of Project, Appendix I shall receive a minimum of two (2) herbicide treatments and one (1) optional herbicide treatment during 2022 as follows:

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1. First Treatment - Winter application for the control of annual grasses and broadleaf weeds. In addition to preemergent control of summer annual weeds and grasses. Treatment must begin within ten (10) days of Notice to Proceed. The first complete treatment must be completed within thirty (30) calendar days from the date of Notice to Proceed.
2. Second Treatment - Summer application for the control of annual and non- desired perennial grass and broadleaf weeds. Constant evaluation by the Contractor will be required to ensure that the vegetation growing does not exceed 16". Second treatment upon evaluation by Contractor shall begin before the vegetation reaches 16"
3. Third Treatment- Late Summer after County and the Professional evaluate vegetation growth depending on amounts of rainfall and other related factors throughout the year.

Follow-Up Treatments - As required by the County within ten (10) calendar days following completion of first and second treatment inspections.

B. The Contractor will submit a work schedule including a detailed explanation of which areas and when these areas will be treated for the County's review. The schedule must be submitted prior to the start of this portion of the project.

FEE FOR PROFESSIONAL SERVICES

The Professional will provide selective weed control and growth suppression applications to paved roads set forth by County.

Price Per Centerline Mile: \$40.00

BILLINGS AND PAYMENTS

The Professional will submit billings upon completion of application. Payments are due and payable in full thirty (30) days from date of the invoice.

If the above terms are acceptable, please sign below for authorization for the proposed consulting services.

TERMINATION OF SERVICE

The County shall have the right at any time to terminate this Agreement by giving the Professional thirty (30) working day's written notice of its intent to terminate this Agreement, or any portion thereof. The County shall be obligated to pay the Professional for all costs and services rendered by the Professional for the rest of the calendar year upon termination.

Furthermore, the Professional reserves the right to terminate this Agreement at any time. The Professional shall give the County a thirty (30) days written notice of its intent to terminate this Agreement or any portion thereof.

INSURANCE & LIABILITY

The Professional shall maintain, during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Workman's Compensation Insurance with limits not less than those set forth below:

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- Comprehensive General Liability Insurance: Liability limits of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
- Comprehensive Automobile Liability Insurance: Liability limit of a minimum \$1,000,000.00 any one accident
- Workman's Compensation Insurance: Statutory coverage.

The Professional shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.

The providing of any insurance required herein does not relieve the County of any of the responsibilities or obligations assumed by the Professional in the contract or for which the Professional may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

The Professional assumes all liability for damages caused through a direct result of misuse of an herbicide. Any off-target damages or complaints by constituents will be addressed within 24hrs after notification by Professional. The Professional will make every effort possible answer and address any concerns that arise during the contract period.

LICENSES

It shall be the Professional responsibility to possess all proper City, County, State and Federal Licenses and shall familiarize himself and comply with all City Ordinances, County Resolutions, State Laws and Federal Laws.

INDEMNITY

To the extent permitted by law, Professional agrees to indemnify, defend and hold harmless Client, Limestone County, Alabama, Limestone County Commission, Chairman, Limestone County Commission, Limestone County Commissioners, Limestone County Engineer, Limestone County Highway Department, any other Limestone County officials, and any servants or employees of the Client or any of the forgoing from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client, to the extent caused by the negligent acts or actions performed by the Professional during the performance of the Scope of Services under this Agreement; provided, however, that Professional shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from the negligence or willful misconduct of the Client. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Professional agrees to defend the Client in the action or proceeding.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Professional, its officials and employees from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Professional, to the extent caused by the negligent acts or actions of the Client; provided, however, that Client shall not, and shall not be obligated to, indemnify, defend or hold harmless

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Professional from or against any loss to the extent the negligence or willful misconduct of the Professional. Upon notice from Professional of any action or proceeding subject to the indemnification in this section, Client agrees to defend the Professional in the action or proceeding.

FOR THE COUNTY

Limestone County
310 W. Washington St.
Athens, AL 35611

BY _____

Title _____

Date _____

FOR THE PROFESSIONAL

IVM Solutions LLC DBA Roadside Inc.
95 Lee Rd 46, Suite J
Auburn, AL 36830

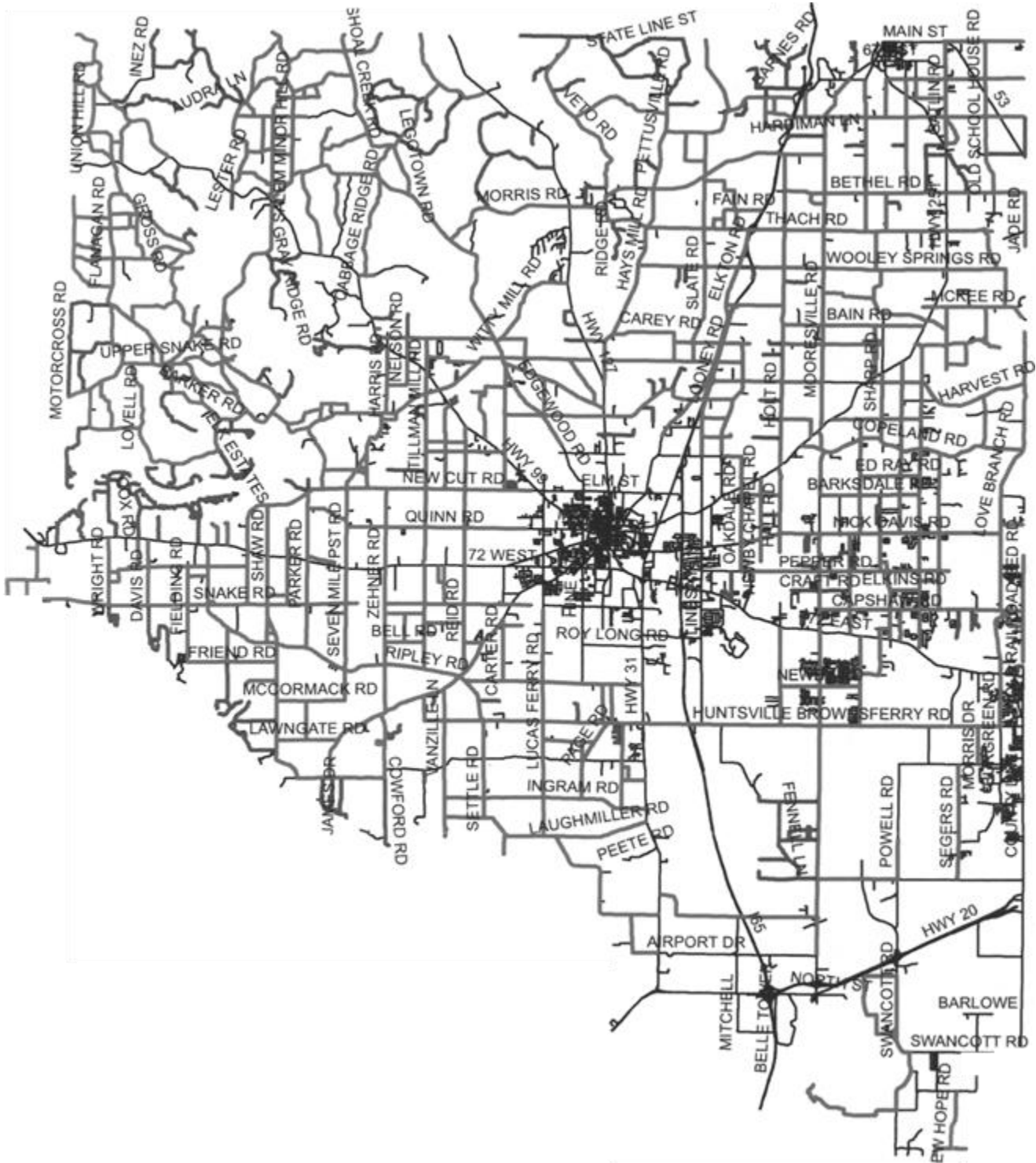
BY _____

Title CEO _____

Date _____ 2022

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Appendix I
Limestone County Roadside Spraying



**MINUTES, LIMESTONE COUNTY COMMISSION, MAY 16, 2022,
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The Chairman asked if there was any discussion. Commissioner Sammet inquired as if there was a time change regarding the date of this agreement, and Engineer Massey informed that IVM Solutions was late in sending the agreement. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve a contractual amendment to the Consolidated Appropriations Act contract between TARCOG and the Limestone County Commission regarding the provision of Title IIIC-2 Home Delivered Meals as defined under the Older Americans Act.

CONTRACTUAL AMENDMENT

Between

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

And

THE LIMESTONE COUNTY COMMISSION

THIS AMENDMENT is to the Consolidated Appropriations Act (CAA) Contract between Top of Alabama Regional Council of Governments, Area Agency on Aging, hereafter known as "TARCOG AAA" and the Limestone County Commission, hereafter known as "Contractor" regarding the provision of Title IIIC-2 Home Delivered Meals as defined under the Older Americans Act.

THIS AMENDMENT reflects a change in payment and is as follows:

TARCOG AAA agrees to pay the Contractor an additional \$6,667.00 to expand and support the Home-Delivered Meals program carried out by the Limestone County Council on Aging. All other contract components will remain as stated in the original contract.

EFFECTIVE this 1st day of October 2021, these funds shall be expended by September 30, 2022.

IN WITNESS WHEREOF, TARCOG and the Contractor have executed this Amendment as of the date first above written.

Top of Alabama Regional
Council of Governments
BY:

Mike Ashurn, President
TARCOG Board of Directors

WITNESS:

Michelle G. Jordan,
Executive Director, TARCOG

Limestone County Commission

BY:

Colin Daly, Commission Chairman

Witness

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a Memorandum of Understanding between the Limestone County Commission and the City of Athens regarding debris removal and monitoring services.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
LIMESTONE COUNTY COMMISSION AND
THE CITY OF ATHENS REGARDING DEBRIS REMOVAL AND
MONITORING SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding whereby the county agrees to assume responsibility for performing the services necessary for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Limestone County is a party to the Region 7 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of Athens is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Limestone County Commission and the Athens City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Limestone County Commission and the city of Athens which resolutions are attached hereto and incorporated by reference; and

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WHEREAS, the Limestone County Commission and the city of Athens, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 7 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Athens City Council shall, unless waived by the county commission, send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Limestone County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of Athens shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Limestone County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or

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monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Limestone County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. That, unless alternative arrangements are made between the county and municipality prior to the county providing the municipality with debris removal and/or monitoring services as provided herein, the municipality shall reimburse the Limestone County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.


14. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from 4/20/22 until December 31, 2024 but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2023.

Executed on this the 16th day of May 2022.

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_____, Chairperson

_____ County Commission


_____, Mayor
City of Athens, AL

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve an agreement between Limestone County Commission and CASA of North Alabama for the use of office space located at Community Corrections.

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

LEASE AGREEMENT

This Lease Agreement is made and entered into this the 16th day of May 2022, by and between the Limestone County Commission, the governing body of Limestone County, Alabama (hereinafter referred to as “Lessor”), and CASA of North Alabama, an Alabama non-profit corporation (hereinafter referred to as “Lessee”).

WITNESSETH:

That for and in consideration of the rents, covenants and conditions herein contained to be kept, performed and observed by Lessee and Lessor, the Lessor hereby rents and leases to Lessee, and Lessee does hereby rent and accept from Lessor, for the term herein specified, two offices, which are adjacent offices in the Limestone County Community Corrections section of the building known as the Limestone County Judicial Center Building, located at 505 South Jefferson Street, Athens, Alabama 35611, and which are to be designated by the Director of Limestone County Community Corrections, which premises shall hereinafter be referred to collectively as “the Leased Premises”.

The parties acknowledge that the purpose of this lease is for the Lessee to obtain office space suitable for use as an office out of which to operate and provide charitable services to the local community by accepting appointments by the courts situated in Limestone County, Alabama, to advocate for the best interests of abused and neglected children in court and in other circumstances for the benefit of persons in Limestone County.

The Lessor has determined that a valid and important public purpose is served by the lease of the Leased Premises to Lessee and this Lease Agreement.

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For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. This lease shall be for twenty-four (24) months commencing the 16th day of May 2022.
2. Lessor agrees that Lessee shall not be required to pay a monthly installment as rent under this Lease agreement. However, for and in consideration of the lease of the Leased Premises to Lessee by Lessor, the Lessee agrees to maintain the Leased Premises in a clean and orderly condition.
3. Said premises shall be used by Lessee solely as an office space for the day-to-day operations of the Lessee and for the purposes stated above.
4. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.
5. Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted. Lessee further agrees to keep the Leased Premises clean and sanitary. Any maintenance problem with the Leased Premises must be brought to the attention of the Lessor immediately upon discovery of the problem so as to prevent further deterioration due to negligence.
6. Lessor shall own and retain title to all furniture, fixtures, and appliances located in the Leased Premises when Lessee occupies same, and Lessor may remove said property at any time with reasonable notice to Lessee.
7. It is agreed that in the sole discretion of the Lessor, if Lessee is not taking care of said premises or keeping same in a clean and orderly condition, then Lessor shall have the right to terminate this agreement and be entitled to immediate possession of the Leased Premises.
8. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.
9. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes.
10. Lessee shall not use or permit the use of the premises for any purpose which will injure Lessor's reputation in the area or increase fire hazards to the Leased Premises.
11. Lessee shall not allow or permit any unlawful or undesirable business to be conducted in, on, or about the Leased Premises.

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12. This Lease Agreement may not be assigned by Lessee and no part of the premises shall be sub-let by Lessee without the written consent of Lessor.

13. Lessee shall at the expiration of this Lease Agreement return the peaceable possession of the premises to the Lessor in as good of a condition as received, normal wear, tear, and aging excepted.

14. In the event this lease should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant-at-will on a month-to-month basis.

15. Lessor reserves the right to enter upon and inspect the Leased Premises at such reasonable times as Lessor may deem necessary. Lessor further reserves the right to enter upon the Leased Premises to make such repairs, additions, or alterations as Lessor may deem necessary, and, in such event, Lessor shall give reasonable notice to Lessee that such repairs, additions, or alterations are to be made.

16. This Lease Agreement may be terminated by Lessor upon giving fourteen (14) days' notice to Lessee.

17. This Lease Agreement may be terminated by Lessee upon giving fourteen (14) days' notice to Lessor.

18. Subject to other provisions regarding termination herein, Lessor shall immediately notify Lessee of any sale or contract for sale or lease of the property, in writing, as soon as may be practicable. Upon sale or lease of the property the Lessor reserves the right to assign to purchaser/lessee this Lease, and Lessor shall notify Lessee of purchaser/lessee's intent to assume this Lease immediately upon learning of purchaser/lessee's intent, or as soon thereafter as may be reasonable. If purchaser does not assume this Lease, then in such event this Lease shall terminate as provided for herein or as may otherwise be agreed between the parties and/or the purchaser. Lessee shall have the right to negotiate a separate Lease for use of the Leased Premises with the purchaser/lessee.

19. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.

20. The Lessee agrees to indemnify and hold the Lessor, its agents, and the property of the Lessor, including the Leased Premises, free and harmless from any claims, liability, loss, damage or expense resulting from the Lessee's use of the Leased Premises, specifically including, without limitation, any claim, liability, loss or damage arising by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises or in any way connected with the Leased Premises, including, but not limited to, any liability for injury to the person or personal property of the Lessee, and their agents or employees, or by reason of any work performed on the

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Leased Premises or materials furnished to the Leased Premises at the instance or request of the Lessee, his agents or employees.

21. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

LESSOR:

LESSEE:

LIMESTONE COUNTY COMMISSION

CASA OF NORTH ALABAMA

By: _____
Collin Daly
Its: Chairman

By: _____
Its: _____

The Chairman asked if there was any discussion. Chairman Daly expressed his appreciation to Allynn Griffin and Austin Pike for their work with CASA. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following budget revision

Department	Account Number	Title of Line Item	Amount
District 1	112-53200-231	R&M Building	+ \$3,500.00
	112-35910-000	Budgetary Fund Balance	- \$3,500.00

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

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to purchase a new Caterpillar CB13 Vibratory Compactor thru Thompson CAT in the amount of \$176,866.56, with use of American Rescue Plan Funds.

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Thompson



PROPOSAL/EQUIPMENT ORDER

Print Date: 5/6/2022
Quote No.: 4973166838-3
Customer No: 4947000
Valid Until: 12/19/2021
PO:
Salesman: Brandon Mark Rice
Phone:

PURCHASER

LIMESTONE CO. COMMISSION
310 W. WASHINGTON ST
ATHENS AL 35611

SHIP TO

LIMESTONE CO. COMMISSION LIMESTONE CO.
COMMISSION
ATHENS AL 35611

Caterpillar CB13 SN: PWP00776 EQN128432 \$176,866.56

NEW CATERPILLAR CB13 VIBRATORY COMPACTOR

Warranty: 12 Month Full Machine plus Extended Powertrain Warranty w/Hydraulics
for 5 years/ 7500 hours, whichever occurs 1st.

MACHINE CONSIST:

CB13 01A VIBRATORY COMPACTOR
ENGINE, TIER 4F, STAGE 4
DRUM, SOLID
PLATFORM, ROPS/FOPS
ROTATION, FULL
NOZZLES, PREMIUM
STEERING WHEEL, PIVOTING
SEAT, STD VINYL
SYSTEM, VERSA-VIBE
CONTROL, PREMIUM
HITCH, STANDARD
OIL, HYD, FACTORY FILLED
LIGHTS, WORKING
PRODUCT LINK, CELLULAR PL641
INSTRUCTIONS, NORTH AMERICAN
LIGHT, ROTATING BEACON
LIGHTS, LED, ROPS
BELT, ENG
SEAT BELT, 3"
SENSORS, MAT TEMPERATURE
MATS, WATER DISTRIBUTION
LANGUAGES, OPTION 1
PLATFORM ACCESS, DUAL, ROPS
CERTIFICATE OF ORIGIN
PACK, DOMESTIC TRUCK

Sales Subtotal

176,866.56

Tax Subtotal

0.00

Total

176,866.56

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Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

XAP_SalesQuotation_Sales

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due. Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration.

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Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics Data Privacy Statements Customer Data

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as Vision Link, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc. <https://digitalauthorizationtool.cat.com/>

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Initial_____:

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to appoint Chairman Collin Daly to serve on the 2022-2023 ACCA Legislative Committee.

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

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

1. Bryce Hogan Camp as Communications Officer, pending drug screening; and
2. Chastity Nichole Holland as Communications Officer, pending drug screening.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale 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
Amanda Morgan	Director	6/1/2022

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Ellen Morell	County Administrator	6/21/2022
Hunter Daws	Project Manager	6/20/2022
Todd Lawson	GIS Technician	6/10/2022
Whitney Aldridge	Probate Clerk I	6/25/2022

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

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

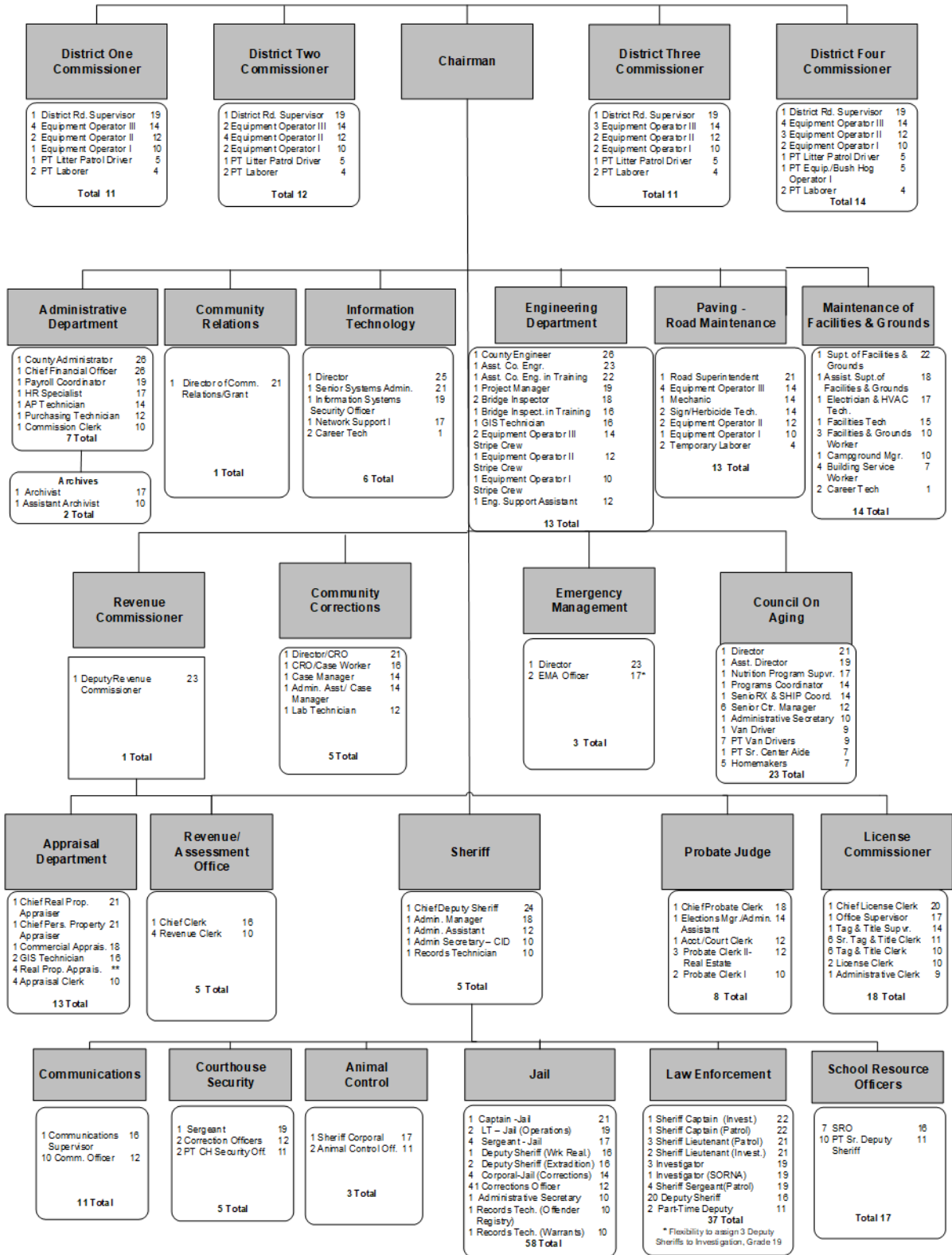
Name	S/D Type	Approval Type	Lots	District	Location
The Billy Gene & Linda Gail Posey Farm – replat Lot 14	Minor	Preliminary & Final	3	1	North of 25423 Mooresville Rd west side of Mooresville Rd
Mallard Landing Subdivision	Major	Final	57	2	Located at the southwest corner of East Limestone Rd and Barksdale Rd

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

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve to amend the staffing plan to add three (3) part time driver positions to the Council on Aging Department.

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LIMESTONE COUNTY COMMISSION STAFFING PLAN May 16, 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. LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve the filing and pursuit of a civil action seeking a court order for abatement of obstructions in the right of way at 13276 Dickens Lane, Madison, Alabama and to obtain other necessary relief.

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve the filing and pursuit of a civil action seeking condemnation of property necessary for construction of the East Limestone Road and Capshaw Road roundabout.”

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

Commissioner Sammet gave a report regarding McKee Road, State Line Road, and Thach Road bridge.

Commissioner Barksdale reported that District 2 is preparing to work on Wells Road to get it prepared for paving and requested citizens to be cautious of the employees working.

Commissioner Townsend gave a report regarding Dupree Hollow Road, Seven Mile Post Road, Chapman Hollow Road and to please watch out for employees that are bush hogging and picking up trash.

Chairman Daly thanked Michelle Williamson and all those that made the Relay for Life event successful and reminded everyone of the Special Needs Rodeo, Peace Officer’s Memorial Day, and May 24th election day. The Chairman also expressed a special appreciation to Michelle Williamson, whose last day will be May 26th, for her hard work and service to Limestone County and stated she “has been our voice in the sky”.

Adjourned at 10:15 a.m. until 9:00 a.m. on Monday, June 7, 2022, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.